

# Agreement Between

The Guam Community College  
Faculty Union  
Local 6476 AFT/AFL-CIO  
&  
The Board of Trustees  
Guam Community College  
for  
Faculty  
2010 - 2016

  
RDS  
BLM

*October 29, 2010*

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## **PREAMBLE**

The Board of Trustees, Guam Community College, hereinafter referred to as the "Board", and the Guam Community College Faculty Union, Local 6476, hereinafter referred to as the "Local", hereby enter into this Agreement in conformity with Title 4 GCA Public Officers & Employees, Ch. 10 Public Employee-Management Relations Act (PEMRA).

The intent of Interest-Based Bargaining is to create a permanent collaborative relationship between the College's Faculty and the Administration. Therefore, the Board and the Local at Guam Community College recognize that the spirit of this Agreement calls for a serious collaborative effort to work out issues that will arise in the implementation of this Agreement. In keeping with this spirit, it is agreed that the Board and Union will share equally in all costs related to the maintenance and negotiation of this Agreement.

## **NON DISCRIMINATION AND AFFIRMATIVE ACTION**

Guam Community College affirms the right of all individuals to equal opportunity in education and employment, without regard to race, color, religion, age, national origin, or disability. The College is committed to comply with all Territorial and Federal statutes, rules and regulations which prohibit discrimination in its board policies and practices and which require affirmative action, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, Section 503 and Section 504 of the Rehabilitation Act of 1973, Section 402 of the Vietnam Era Veterans Readjustment Act of 1974, Uniform Services Employment and Reemployment Rights Act of 1994, the Equal Pay Act of 1963, Title IX of the 1972 Educational Amendments, Executive Order 11246, the Age Discrimination in Employment Act of 1967, the American with Disabilities Act of 1990, the Civil Rights Act of 1991, and the Family and Medical Leave Act of 1993, inclusive of any amendments to these Acts.

## SECTION A – GENERAL PROVISION

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## ARTICLE I - RECOGNITION

### A. RECOGNITION

The Board recognizes the Union as the exclusive representative, subject to and in accordance with Title 4 GCA Public Officers & Employees, Ch. 10 Public Employee-Management Relations Act (PEMRA) and Title 17 GCA Education Division 4 Guam Community College, Ch. 30 – 34 and those rules and regulations promulgated there-under, for all academic personnel in the service of the Guam Community College including Assistant Instructor, Instructor, Assistant Professor, Associate Professor, Professor, and all other positions not mentioned in the following exclusions: supervisors, managers, Human Resources Office employees in other than clerical capacity, part-time, limited-term or temporary employees.

The Local agrees to represent equally and without prejudice all members of the Bargaining Unit for purposes of (1) consultations and/or negotiations with the Board of Trustees or College management officials concerning the terms and conditions of their employment not otherwise fixed by law and (2) the settlement of grievances and disputes.

### B. DEFINITIONS

ACADEMIC YEAR – Fall and Spring Semester as established by the Joint Calendar Committee

ADVERSE ACTION – Action taken by the College President in the form of suspension, demotion, or dismissal

BARGAINING UNIT – All academic personnel in the service of the College as set Forth in Section A. of this Article.

BOARD – Board of Trustees of the Guam Community College

CTE – Career and Technical Education

CALENDAR DAYS – Any day during the year (Monday – Sunday)

COLLATERAL DUTY – Duties that accompany those required by a Faculty member's position that are not compensated over the regular pay

COLLEGE – Guam Community College

COMMON-LAW – Persons who have co-habitated for at least two (2) consecutive years and who are readily eligible to marry without emancipation under the laws of Guam.

DISCIPLINARY ACTION – Action taken by the Dean in the form of a warning, admonition, or reprimand.

DUTY DAYS – Monday through Friday except school holidays or emergency school closing days

DEAN – The administrative head of a School or the supervisor appointed to act on the Dean's behalf.

DEPARTMENT/PROGRAM – The smallest organizational unit of employees within GCC.

EMPLOYEE – A member of the Union/Bargaining Unit. In this Agreement, an employee may be referred to more specifically by functional title.

FACULTY MEMBER – See Employee

GROSS – Serious, criminal, or egregious

IN-LOCO PARENTIS – A person who has acted as a parent for a significant period of time, as in an unofficial adoption.

JUST CAUSE – Some cause or grounds that a reasonable person acting in good faith would regard as a good and sufficient basis for acting.

LAB – A formal situation which is normally associated with an extension of classroom activities to include, a set of conditions, or the like, conducive to experimentation, investigation, observation, and/or the application of the materials presented in the classroom.

LOCAL – Guam Community College Faculty Union, Local 6476

MORAL TURPITUDE - Offenses that demonstrate a lack of good moral character such as, but not limited to:

- a. Improper solicitation of a student
- b. Intimidation of a student or employee of the College
- c. Embezzlement/Fraud/Forgery concerning College funds or property.

OFFICE HOURS – Regularly scheduled times when faculty members are present on campus available for consultation

POST-SECONDARY – Adult programs and post-secondary programs.

REMEDY – A correction or cure that can be achieved within a reasonable timeframe

REASONABLE PERSON – A person who exercises a degree of prudence, care, foresight, or intelligence in relation to a particular circumstance or fact.

SECONDARY – All programs involving high school students grade 9 – 12.

SECTIONS – Separate classes

STEWARD – A member of the Union appointed by the Local President to serve as Union representative for the Faculty Union.

TIMELINES – Time allowed between the steps in any action. When counting calendar days, if a deadline falls on a Saturday, the preceding Friday will be the deadline. When a deadline falls on a Sunday, the following Monday will be the deadline. If Friday or Monday are holidays, the previous or next duty day will be the deadline.

UNION – Dues paying members of the Guam Community College Faculty

UNION REPRESENTATIVE – Any certified designee of the Union.

UNION PRESIDENT – The elected President of the Guam Community College Faculty Union or designee.

WORKSITE – Any location where members of the Bargaining Unit professionally function or are assigned.

## **ARTICLE II - PARTIES' RIGHTS AND RESPONSIBILITIES**

### **A. MANAGEMENT**

Government management officials shall retain the right and responsibility, in accordance with applicable law and regulations to:

1. Maintain efficient government operations and direct public employees;
2. Hire, promote, transfer, and assign employees to government positions;
3. Suspend, demote, discharge, or take other disciplinary action against employees for just cause;
4. To determine the methods, organization, and assignment of personnel for the conduct of operations, including necessary actions in emergency situations.

### **B. UNION**

The Union shall be responsible for representing the interests of all faculty members in the Unit without discrimination and without regard to Union membership, and shall be entitled to:

1. Confer with management officials concerning personnel policies and practices affecting working conditions of faculty members in the Unit; and
2. Negotiate written agreements with appropriate management officials reflecting bilateral determination of specific terms and conditions of employment, subject to paramount law and regulations; and
3. Represent individual faculty members in grievance or appellate administrative procedures, with the consent of the faculty member involved, and to be represented and heard at any conference with faculty member or his/her personal representative on grievances or other matters affecting employment conditions within the Unit; and
4. Retain exclusive representation status as long as qualified under criteria of PEMRA and for a period of not less than twelve (12) months from date of initial recognition without challenge by another employee organization; and
5. Receive payroll deductions for membership dues voluntarily allotted by members, but not including initiation fees, special assessments, back dues, fines and similar charges against such faculty members, subject to recovery of reasonable costs by the College from the Union for providing such service.

### **C. UNFAIR LABOR PRACTICES**

The provisions of this Section apply to all Government of Guam management officials and to all employee organizations accorded exclusive recognition to represent public employees under Title 4 GCA Public Officers & Employees, Ch. 10 Public Employee-Management Relations Act (PEMRA).

1. Management officials are prohibited from:
  - a. Restraining, coercing, or interfering with the exercise of the rights assured to public employees by the terms of Title 4 GCA Public Officers & Employees, Ch. 10 Public Employee-Management Relations Act (PEMRA);
  - b. Dominating, sponsoring, controlling, or otherwise assisting employee organizations, except that routine services and facilities may be furnished impartially to such organizations consistent with other provisions of Title 4 GCA Public Officers & Employees, Ch. 10 Public Employee-Management Relations Act (PEMRA);

- c. Discriminating against public employees in regard to hiring, tenure, or any term or condition of employment to encourage or discourage membership in any employee organization;
  - d. Disciplining or otherwise discriminating against any public employee for legitimate activities in representing an employee organization or participating in procedures implementing Title 4 GCA Public Officers & Employees, Ch. 10 Public Employee-Management Relations Act (PEMRA);
  - e. Refusing to grant exclusive recognition to a qualified employee organization for an appropriate public employee unit;
  - f. Refusing to consult or negotiate with an employee organization accorded exclusive recognition on matters within the scope of Title 4 GCA Public Officers & Employees, Ch. 10 Public Employee-Management Relations Act (PEMRA) and implementing rules and regulations.
2. Employee organizations are prohibited from:
- a. Restraining, coercing, or interfering with the exercise of the rights assured to public employees by the terms of Title 4 GCA Public Officers & Employees, Ch. 10 Public Employee-Management Relations Act (PEMRA);
  - b. Attempting to cause management official to coerce any public employee in the exercise of his/her rights under Title 4 GCA Public Officers & Employees, Ch. 10 Public Employee-Management Relations Act (PEMRA);
  - c. Disciplining or otherwise discriminating against any public employee member of the organization as reprisal for, or for the purpose of obstructing the discharge of the employee's official duties in the government service;
  - d. Engaging in or inducing public employees to engage in any strike, work stoppage, slowdown, or picketing against the Government;
  - e. Discriminating against any public employees as to terms and conditions of membership because of race, color, creed, or national origin;
  - f. Denying membership to any public employee in the exclusive recognition unit, except for failure to meet reasonable standards of the employee organization uniformly applied to all other members.



## ARTICLE III - REPRESENTATION BY EMPLOYEE ORGANIZATION AND COLLEGE SERVICE TO THE UNION

### A. REPRESENTATION BY EMPLOYEE ORGANIZATION

#### 1. Representation to Board

A Local representative who is a member of the Union shall have the right to sit with the Board in all open sessions. The Local shall receive a complete packet of agenda materials and minutes of the prior Board meeting(s) which is issued to Board members at least forty-eight (48) hours, if possible, prior to each scheduled open Board meeting. Such representative may sit in executive sessions at the discretion of the Board. The Board shall recognize no such position for any other member of the employee bargaining unit.

The Board shall make known to the Local and faculty the time, place, and official agenda of all regular and special meetings of the Board by providing them with a written copy of said announcement.

The Local representative to the Board shall be entitled to submit items for the Board's agenda and shall be recognized to speak on any matter before the Board for discussion during open session.

#### 2. Consultations and Negotiations

Consultations and negotiations between government officials and employee organization representatives shall be conducted during regular duty hours of public employees involved, subject to reasonable rules concerning the duration of such meetings and consultations and negotiations.

The Local President may designate members of the Union at any given time who may be released, as needed, from their regular duties without loss of pay to conduct Union business for reasons such as but not limited to grievances, adverse actions, and negotiations.

The designated members of the Union shall notify their Dean the day before (or as early as possible) of the request for release time. Such requests shall not be unreasonable nor unreasonably denied. If the Dean disapproves the request, the Dean shall indicate in writing the basis for his/her disapproval.

#### 3. Conferences among Officials

The College President, the Chairperson of the Board, and the Local President may schedule conferences at least twice each Fall and Spring semester. The conference shall be held at a mutually agreed time.

#### 4. Examining Complaints

The Local President or designees may visit College worksites to examine complaints pertaining to this Agreement and other Board and Government policies. In no instance shall these visitations disrupt the assigned duties of the members of the bargaining unit.

#### 5. Stewards

The Local has the right to designate stewards who shall be identified in writing to the College President. A steward may be identified for each worksite. Any steward may be accompanied by another member of the union or of the Local.

Stewards shall have the right to consult with the appropriate Dean(s) to discuss problems relating to:

- a. this Agreement,

- b. GCC Personnel Rules and Regulations, or
  - c. Other Board policies.
6. Agreement
    - a. The BOT/GCC Faculty Union Agreement shall be made available on the GCC website.
  7. Faculty Meeting
 

As part of the formal agenda of Convocation, a Union representative shall be allotted time for announcements and discussion of matters pertaining to the bargaining unit.
  8. The Union President or designee may participate in the interview process for administrators.

## **B. COLLEGE SERVICES TO UNION**

1. Leave for Union Purposes
  - a. Upon request from the Local and the individuals involved, up to two (2) employees per year may have leave of absence without pay for up to ten (10) days each year for Union-related activities. For any such leave, the Local must notify the College President at least two (2) weeks in advance for approval. Such approval shall not be unreasonably withheld.
2. Meeting Rooms
 

The Local may schedule Union meetings during non-duty hours using College facilities by reserving the facility with the management official responsible for the facility. Such meetings shall not interfere with official College activities. Should special custodial or security services be required the Local shall pay the actual cost of such services. The Local may reserve the use of College audio-visual equipment needed to conduct on-campus Union meetings. The use of said facilities and audio-visual equipment shall not be unreasonably denied. Provisions within this section shall be in compliance with the National Labor Relations Act and Title 4 GCA Public Officers & Employees, Ch. 10 Public Employee-Management Relations Act (PEMRA).
3. Documents
 

Upon written request by the Local, the College will provide the Local with copies of any documents, identified with reasonable specificity, provided that these materials are not confidential according to law.
4. Listing of Employees
 

The Local may request and shall receive from the Human Resources Administrator and not later than five (5) days after the receipt of the request, a current listing of members in the Bargaining Unit including name and rank. Such service may be provided each month.
5. Mailboxes/Emails
 

The Local may use faculty mailboxes to communicate with the members of the Bargaining Unit. Any mail placed in faculty mailboxes by the Local shall clearly indicate the Local as the source of the mail.
6. Bulletin Boards/MyGCC
 

The Local shall have the right to use portions of bulletin boards in each recognized faculty lounge and to use portions of the bulletin board in the Human Resources Office. The Local shall have the right to post announcements on MyGCC under the appropriate tabs.
7. Dues Deduction
  - a. The College shall deduct from any pay of the faculty members covered by this Agreement the dues of these faculty members who are members of the Union upon receiving from the Local the faculty member's voluntary and written authorization for the College to make such deduction. Faculty members may, by an instrument in writing, to the Local, revoke such

authorization. Dues deduction or revocation authorizations received by the College Business Office from the Local shall be effectuated on the following pay period. Individual members may not make such changes directly with the College without written proof of notification to the Local.

- b. The total amount of dues deducted together with a list of faculty members from whose pay the dues were deducted, shall be forwarded by the College to the Local office on a bi-weekly basis.
  - c. If the Local changes the amount of the dues, the College will implement such change upon written notification by the Local at least two (2) weeks prior to any payroll date.
8. College Charges  
A charge of one percent (1%) shall be deducted by the College from the total amount of dues collected for the cost of making such deductions.
9. The Union President will receive a workload reduction of up to ninety (90) contact hours each academic year. The distribution of this adjustment between the Fall and Spring semesters will be determined at the beginning of each Fall semester and be reviewed and approved by the Vice President for Academic Affairs. Prior to the end of AY10-11 the Union President shall meet with the Chief negotiator for the Board to determine the number of contact hours to be reduced.

## ARTICLE IV - FACULTY RIGHTS TO ACADEMIC FREEDOM

Recognizing that the free search for truth and its free exposition are essential to a democratic society, both the College and the Union will encourage and protect academic freedom as it applies to both teaching and research.

A faculty member is entitled to freedom in the classroom in discussing matters related to the curriculum of the course to include but not limited to classroom student projects and projects in student organizations.

A faculty member may freely select the person(s) he/she wishes to invite to campus as guest speaker(s) provided the presentation relates to the subject of his/her course.

This agreement also recognizes Board Policy 460 on Academic Freedom, which is stated below:

WHEREAS, the Guam Community College Board of Trustees desires to promote and assure public understanding and support of academic freedom in the College; and

WHEREAS, institutions of higher education are conducted for the common good and not to further the interest of either the individual faculty member or the institution as a whole; and

WHEREAS, the common good depends upon the free search for truth and free exposition; and

WHEREAS, academic freedom is essential to these purposes and applies to both teaching and research; and

WHEREAS, freedom in research is fundamental to the advancement of truth; and

WHEREAS, academic freedom in its teaching aspect is fundamental for the protection of the rights of the faculty member in teaching and of the students in learning; and

WHEREAS, it carries with it duties correlative with rights.

NOW, THEREFORE, BE IT RESOLVED, that the Guam Community College Board of Trustees adopts as its policy the following statement on Academic Freedom:

1. The faculty member is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic duties.

The faculty member is a citizen, a member of a learned profession, and an officer of an educational institution. When he/she speaks or writes as a citizen, he/she should be free from institutional censorship or discipline, but his/her special position in the community imposes special obligations. As a person of learning and an educational officer, he/she should remember that the public may judge his/her profession and his/her institution by his/her utterances. Hence he/she should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he/she is not an institutional spokesperson.

This policy is subject to periodic review by the Board and the parties shall meet to negotiate the updated policy and thereafter incorporate it herein.

## **ARTICLE V - FACULTY RIGHTS TO INTELLECTUAL PROPERTY**

### **A. FACULTY OWNERSHIP**

A faculty member shall be entitled to complete ownership and control of any patentable discoveries or inventions, or of intellectual property and copyrighted material, except where the faculty member's normal workload was reduced for purposes of the development of the project, where the College has provided substantial support for or involvement in the project, or where the inventions or discoveries are produced as a result of agreements or contracts between the College and external sponsors.

### **B. SHARED OWNERSHIP**

Ownership of intellectual property including, but not limited to, open or online learning environments, copyrighted material, or patentable discoveries or inventions, shall be shared by the faculty member and the College in an equitable ratio if the intellectual property, or the discoveries or inventions, are produced under one (1) or more of the following circumstances:

1. With substantial college support and involvement;
2. With release time granted with the expectation that patentable information or products will result;
3. Under an assigned duty and/or work-for-hire arrangement with an external sponsor.

Whenever possible, an equitable ratio of ownership shall be established in advance and incorporated into an agreement between the College and the faculty member. Fees involved in copyright and patent application shall be shared on the basis of the equitable ratio of ownership established above.

### **C. FACULTY LOGS**

A faculty member engaged in research which may lead to patentable or non-patentable inventions or discoveries, or intellectual property, shall maintain a log which includes dates and hours worked on the project, activities engaged in, and college facilities and resources involved.

## **ARTICLE VI - DEPARTMENTS**

### **Functions, Operations, Chairpersons, Organization**

#### **A. FUNCTIONS**

1. Departments are important units of faculty within the divisions of the College with common academic interests. Each department performs many diverse but interrelated functions to serve the College and its students, faculty, and staff. Major functions of each department include: instruction, advisement of students, curriculum and program development, maintenance and assessment; orientation and assistance to individual department members. Other functions include participation in the promotion of the department's programs, recruitment and retention of students, community relations, and service.
2. The College provides a variety of programs and services at many facilities throughout the island. The hours, days of the week, and dates for these activities are determined by the needs of students or organizations served and the capability of the departments to meet those needs. Accordingly, departments schedule and provide services in support of said programs at appropriate locations and hours within the constraints contained in this Agreement.
3. Departments serve to review, plan, and recommend action to the appropriate Dean on departmental matters including non-instructional faculty individual plans (as applicable), departmental assessment, personnel requirements, personnel selection, department budget needs, work assignments and schedules, acquisition and maintenance of supplies, materials, and equipment. Departments make plans and decisions concerning the operations and activities of the department. Through the departmental organization, department members develop work schedules, activity calendars, work or service priorities, and other matters and submit the plans through the Department Chairperson to the Dean for approval. Department members are involved in all aspects of the department's operation.
4. Departments share with administration the responsibility for curriculum quality and the continuous evaluation and assessment of that curriculum. Proposals for new or modified curriculum may be made at any time in accordance with established College procedures.
5. Department members, as members of the College faculty, are encouraged to participate in College-wide committees and/or site school committees and otherwise participate in College events and activities. They are also encouraged to perform service to the community through involvement with outside community organizations.
6. Department members, in addition to other work responsibilities listed elsewhere in this Agreement and in Appendix A, Faculty Job Specifications, shall participate where applicable in the development, revision, and implementation of departmental assessment activities.
7. Department members share with the administration the responsibility for ensuring satisfactory performance on the part of all faculty. Thus, each department shall assist in the professional growth of its members and assess the performance of department activities as related to the department's assessment activities.
8. Departments must work toward ensuring adequate enrollment in courses and programs through recruiting endeavors, creating cohorts, and pursuing other activities to insure that most students' educational goals are met.

#### **B. OPERATIONS**

1. Department Meetings:
  - a. Are open meetings held at times and frequencies that allow for attendance of all full-time department members. Meeting schedules will be provided to the Dean.
  - b. May not be scheduled in conflict with scheduled College-wide meetings or professional development activities.
  - c. Must be attended by all department members.
  - d. Have an agenda with items submitted by any department member. Open discussion is a standing agenda item.
  - e. Will include a record of action items discussed, decisions reached, and members in attendance. Copies will be provided to each member of the department and the Dean.
  - f. May be called, in special cases:

- (1) Upon the request of two (2) or more members of the department, or
- (2) At the request of the Dean, or
- (3) The Department Chairperson shall schedule such special meetings and notify all department members and the Dean of the time, place, and agenda of the meeting.

2. Faculty Workloads

- a. The faculty workload is comprised of work assignments scheduled by the College and work assignments scheduled by individual faculty members. Faculty work assignments include those duties and responsibilities described in detail in his/her Faculty Load Schedule.
- b. Workload assignments shall be developed using the following procedure:

(1) Within the first one and one-half (1 1/2) months of the beginning of any semester, or as soon thereafter as possible, the Department Chairperson, in preparation for the next semester, shall:

- i. Conduct a workload (teaching/other) assignment preference survey in the department.
- ii. Conduct, with the assistance of department members, a student/instructional needs survey.
- iii. Call a department meeting to establish a course offering schedule. Once approved by the department there will be no changes without the advice and consent of the Dean.
- iv. At the above (B.2.b.(1).(iii)) meeting, each member of the department will be given a copy of the department approved course offering schedule and shall determine what courses they desire to teach. In cases where more than one (1) faculty member desires a specific assignment the following point system will be used:

- (a) Rank – Points awarded for rank shall concur with points awarded in Article XV.E.2.b.(1).

Academic Rank Held	Points
Assistant Instructors	2
Instructors	3
Assistant Professors	5
Associate Professors	6
Professors	7

- (b) Professional Certification(s) – 10 points
- (c) Licenses specific to the industry or subject – 10 points
- (d) Degree(s) Specific to Industry or Subject – 10 points
- (e)

Highest Degree	Points
Associate	4
Bachelors	6
Masters	8
Doctorate	10

- (f) Experience teaching specific course(s) at GCC [one (1) point per semester not class) not to exceed seven (7) points]. Experience teaching specific courses at institutions other than GCC ½ point per semester shall be given.
    - (g) Seniority – should two (2) or more faculty be equal in points, the faculty with greatest seniority at the College shall have the preference.
  - c. Submit a proposed work load schedule to the Dean no later than March 1 (for the following Fall semester) and October 1 (for the following Spring semester), who shall review and provide feedback and approve or disapprove the proposed workload.
    - (1) If the Dean disapproves any part of the proposal, the Dean shall, in writing, indicate the reason for disapproval:
      - i. The Department Chairperson shall convene a meeting, in a timely manner, of the department to address the expressed written concerns of the Dean.
      - ii. The department shall construct a revised proposal and submit it to the Dean at the conclusion of that meeting.
    - (2) In the event that no subsequent department proposal is approved by the Dean, the Dean will convene a meeting with the department or the Department Chairperson and affected faculty member(s). At that meeting, the Dean will provide each member or affected member of the department with the department's schedule of classes and teaching assignment for the upcoming term.

### C. CHAIRPERSONS

- 1. Department Chairperson (DC) Selection
  - a. Department Chairpersons shall be selected by members of the department through an election process held in January. All full-time permanent faculty members present at the meeting are eligible to vote. A quorum of seventy-five percent (75%) of the department's members must be present and the person selected must receive a simple majority of the votes cast in secret ballot, with the exception of the Allied Health Department whose Department Chairperson shall be the Director of the Practical Nursing Program.
  - b. If the Dean disapproves the department's recommendation for Chairperson, the Dean shall inform the department in writing of the basis for disapproval. The department may conduct, within five (5) duty days another Chairperson election. Should the department choose not to conduct another election and resubmit the name of the selected person, said person shall serve as Department Chairperson for one (1) semester. At the end of the semester the Dean, with input of the members of the department, shall conduct an evaluation of the performance of the Department Chairperson. Should the evaluation prove satisfactory, the Department Chairperson shall serve his/her term as elected. Should the evaluation prove less than satisfactory the department shall elect a new Department Chairperson.
  - c. In the event that no Chairperson is elected by the department, the Dean may select from the department a Chairperson with that person's concurrence. Should no person within the department concur to being the Department Chairperson, the Dean may elect to consolidate the department with another similar department, and the Department Chairperson of the joining department shall serve as Department Chairperson for all affected departments.
  - d. The Chairperson's term of office will be for two (2) years and begin on the following August 1.
  - e. All full-time faculty who have been members of the department or faculty of the College for no less than one (1) year, or as exempted by a majority of the department, are eligible to become Chairpersons.
  - f. Elections by secret ballot for Department Chairperson shall be conducted by a faculty member from a different department. This faculty member shall be selected by the department holding the election.
  - g. In the event a position of Department Chairperson becomes vacant before the end of a Department Chairperson cycle, the affected department shall elect a new Chairperson to



complete the unfinished term or to serve until the next July 31, whichever is earliest. It is recommended that the election be held prior to the position being vacated, however, the election must take place not later than 30 days after the vacancy. A Department Chairperson cycle is defined to end on July 31.

2. Department Chairperson Responsibilities

- a. For compensation purposes all Department Chairpersons shall have at least a ten (10) month work year to be scheduled by the Dean to adequately assist student advising and department planning.
- b. Librarians, Counselors, and certain other faculty may be directed to lead the activities of classified employees in their areas of responsibility per Article II of this Agreement, Management Rights and Responsibilities.
- c. Each Department Chairperson shall endeavor to ensure that the department functions in an effective and timely manner. To this end, the responsibilities of a Department Chairperson include, but are not limited to, the following:
  - (1) Coordinate the daily operational details of the department including the submittal of department requisitions for supplies, equipment, textbooks, and maintenance.
  - (2) Provide coordination of departmental programs with other College departments.
  - (3) Call and preside at all meetings of the department to discuss common problems, provide information about the activities of the College, and coordinate the work of the department.
  - (4) Coordinate with department members the development of the department's work assignment schedule.
  - (5) Develop and submit to the Dean the department's annual budget in cooperation with other members of the department.
  - (6) Maintain the department's annual budget.
  - (7) Provide input to the Dean or Associate Dean on the performance of members of the department through periodic informal visitations to the faculty members' work sites to observe and assist department members with the implementation of department and individual performance improvement plans as well as assisting with possible teaching techniques and improvement methods.
  - (8) Assist in the orientation of new faculty members of the department and serve as a mentor to the same.
  - (9) Assist all members of the department to become familiar with the philosophy and purposes of the College, to understand the student group to be served, and to grasp a general overview of the total College program to enable them to better meet their obligation to advise students.
  - (10) Attend Department Chairpersons' meetings, be available for daily consultation with the Dean on departmental matters, and inform department faculty of these discussions and decisions.
  - (11) Maintain current inventories of equipment, supplies, and textbooks to the extent possible, and compile the records for making annual reports to the Dean at the end of Spring semester. Report to the Dean that all equipment assigned to the department is properly stored and handled.
  - (12) Provide leadership in organizing and proposing curriculum development programs for the department, as well as the assessment of such programs.

- (13) Facilitate, guide, and ensure that department assessment goals and college-wide deadlines are met.
  - (14) Be available to all department members, including those working day, night, or Saturday schedules as well as those working off-campus, for consultation and assistance. The Chairperson shall submit his/her schedule to the Dean and each member of the department each semester.
  - (15) Take an active part in the recruitment and retention of students.
  - (16) Report decisions, plans, schedules, and other departmental matters to the Dean and department members.
  - (17) Facilitate and serve as a member of the appropriate departmental Advisory Committee.
  - (18) When possible Department Chairpersons or their designees, shall be given the opportunity to make recommendations for new department personnel prior to the formal offering of any employment.
  - (19) Designate, with the concurrence of the Dean, a member of the department as acting Chairperson when the Chairperson will be off-island or on leave for more than five (5) duty days.
  - (20) Collect the syllabi from faculty teaching courses for the department. Review and approve such syllabi and submit electronically to the Dean.
  - (21) Recruit, recommend for hire, orient, mentor, and observe adjunct instructors and provide feedback to Adjunct Associate Dean.
3. Department Chairperson Workload
- Department Chairpersons shall be given workload assignments with additional pay commensurate with their department's staffing and its workload or additional pay as follows:
- a. Department Chairpersons shall be placed on a ten (10) month assignment.  
Instructional Department Chairperson shall be full release.
  - b. Release from specific professional responsibilities for non-instructional Department Chairpersons will be reflected in the workload as mutually agreed upon.
  - c. Beyond ten (10) FTE's the instructional Department Chairperson will be compensated at the individual's regular hourly pay rate at thirty (30) hours per additional FTE. This calculation will not be used for Department Chairpersons on a twelve (12) month assignment.
  - d. Terms used to calculate instructional Department Chairpersons compensation beyond ten (10) FTE:
    - (1) For secondary instructional faculty each full-time faculty member is equal to one (1) FTE
    - (2) For post-secondary instructional faculty each full-time faculty member is equal to one (1) FTE
    - (3) Five (5) adjunct sections is equal to one (1) FTE
  - e. With their concurrence, Department Chairpersons may be placed on an eleven (11) or twelve (12) month assignment which is not calculated using FTE, but on the need of the department or College. Beyond a nine (9) month assignment, but less than a twelve (12) month assignment, compensation will be calculated at an hourly rate based on the Chairperson's academic year salary for any extension of the normal work year.

- f. Each department or program is responsible for ensuring that the services necessary to meet the mission of the College are provided, with priority given to those services necessary to fulfill the educational needs of students and instructional needs of faculty. Additionally, each department or program shall be responsible for ensuring that the College's established hours of operation are adequately covered.
- g. Ten (10) and eleven (11) month full release instructional Department Chairpersons work thirty-five (35) hours per week in carrying out their chairperson responsibilities as reflected in their workload.

#### 4. Department Chairperson Evaluation

- a. The Department Chairperson's performance shall be subject to periodic evaluation by the Dean, with input from members of the department. Members of the department shall provide input by providing documentation to support all aspects of the Department Chairperson's performance as it relates to the functions, operations, fulfillment of the Department Chairperson's responsibilities, and the organization of the department as outlined in this Article.
- b. A Department Chairperson may be removed from office under one of the following conditions:
  - (1) Where the periodic evaluation has found the person's performance to be unsatisfactory, the Dean shall provide to the Department Chairperson and the department in writing the reasons for the findings and removal within five (5) duty days of the findings. Removal shall be effective the duty day following the Department Chairperson's receipt of the notification letter.
  - (2) Where the conduct of the Department Chairperson is consistent with that which would be the basis of an Adverse Action and where such action is taken and the person is penalized, removal shall be effective the duty day following the day the adverse action is filed.
  - (3) By a recall vote of two thirds (2/3) of the full-time faculty members of the department or joined departments. The department may petition the Dean for the removal of the Department Chairperson. In the event that the Dean denies the petition he/she shall state his reasons for doing so in writing. The department may again vote for the removal and should two thirds (2/3) of the full-time faculty members reaffirm the recall, the Department Chair shall be removed and notified in writing within five (5) duty days of the decision. Removal shall be effective the duty day following the Department Chairperson's receipt of the notification letter.
  - (4) If performance deficiencies of a Department Chairperson are severe and of immediate concern and affect the flow of department work functions, the Department Chairperson may be removed and assigned as deemed appropriate by the Dean. This action would not deprive or interfere with any Due Process Rights granted in this Agreement.
  - (5) If the Department Chairperson feels the removal is unjustified, he/she shall have five (5) duty days from the date of receipt of the notification letter to respond to the removal in writing. He/she may resort to the Article XIII.C, Step Three (Appeal to the College President), but shall remain removed during the appeal process.

#### D. ORGANIZATION

The parties agree that it may be necessary to hire faculty or administrators to be twelve (12) month Department Chairpersons. To facilitate this possibility, the Board of Trustees and Union agree to begin the dialogue that will provide the information necessary to determine its feasibility, transition processes, and possible implementation.

1. During the Spring semester, the Dean(s) shall have discussion with the departments being considered for reorganization. After the discussion has concluded, the Dean(s), with the concurrence of the Vice President for Academic Affairs, shall announce the departments organized in their school

for the next academic year. If a new department is created, a Chairperson election will be held. The Dean will:

- a. Identify the faculty assigned to each department.
  - b. Identify department work space (e.g., classrooms, shops, office space, etc.), arrange for access to appropriate office equipment, and arrange for clerical support necessary to conduct departmental activities.
2. If reorganization occurs during the fiscal year, budgets will remain assigned programmatically.

Other circumstances instances involving program deletions or cutbacks due to prolonged diminished enrollment or prolonged inability to hire sufficient faculty members in a program, program deletions or cutbacks as a result of well documented changing island needs, and/or the reorganization of degree or curricular offerings or requirements resulting from a change in the mission, or academic requirements of the College, or technological changes. Instances such as these involve changes occurring over the course of more than one academic year. Through an assessment process should it be determined that a program needs to be deleted and/or reduced, the same process used in the Article XV.D.4 and/or E (RIF procedure) shall be used in determining the disposition of the faculty within that program. This process does not require the convening of the Financial Exigency Committee.

## ARTICLE VII - PARTICIPATORY GOVERNANCE

### A. PURPOSE

The intent of this Article is to establish and implement a means for providing broad participation by faculty, staff, administrators, and students in the decision-making processes that support student learning programs and services and improve institutional effectiveness, while acknowledging the designated responsibilities of the Board and the College President. In keeping with the Accrediting Commission's standard on Leadership and Governance (Standard IV), the College recognizes and utilizes institution-wide contributions for continuous improvement.

The Board and the Union agree that the faculty shall join in participatory governance of the College through the Faculty Senate and Governing Council. Committees for this purpose are defined in this Article.

### B. THE FACULTY SENATE

The Faculty Senate represents the Faculty of the College in academic and professional matters. The Senate may delegate its authority to specific committees or to individual faculty members for limited duration and purposes. This provision shall not conflict with the Board/ Union Agreement, Personnel Rules & Regulations, or existing laws. The Faculty Senate is comprised of the Faculty Senate President, The Faculty Senate President-Elect, the Past Faculty Senate President, and two (2) at-large senators. All senators must be dues paying members of the Union elected by members of the Bargaining Unit.

For senators who are post-secondary instructional faculty: instructional hours are reduced to 180 per semester. For the Senate President who is a post-secondary instructional faculty: instructional hours are reduced to 135 per semester. For the Senate President who is a post-secondary non-instructional faculty: release from specific professional responsibilities will be reflected in the workload as mutually agreed upon. Secondary faculty participation will be reflected on their evaluation.

### C. THE COLLEGE GOVERNING COUNCIL

This Council serves to provide broad participation by faculty, staff, administrators, and students in the decision-making processes regarding institutional issues. This Council will also serve as a conduit to this process by facilitating dialog where issues are clarified between the Council and relevant constituencies. Further the Council promotes participatory college decision-making processes and supports the Faculty Senate's role in making recommendations related to academic and professional matters. The Council, with the input from its respective constituencies, shall make and/or forward recommendations for action to the College President. The Council shall consist of a total of nine (9) members which shall be comprised as follows: three(3) members shall be appointed from the College Administration by the College President; three (3) members shall be the members of the Faculty Senate, specifically, the Senate President, the Senate Past President, and the Senate President-Elect of the Faculty Senate; two (2) members from the Staff of the College appointed by the Staff Union Chair, and one (1) member shall be a representative of the Student Body appointed by COPSA with one (1) vote on the Council (the student member shall not be employed by the College in excess of twenty (20) hours per week).

### D. COMMITTEES

1. Committees at the College are composed of constituency representatives and consider matters pertaining to a designated charge or subject. A committee reports its recommendations to appropriate representative bodies.
  - a. Committee work shall be reflected on the Faculty Load Schedule (Appendix B) or on the faculty member's evaluation for each academic year based on the conditions identified in Articles XVI, XVIII, and XX for each faculty member's workload.

- b. No other committees shall be formed by the College to conduct the same or similar functions as those committees formed by this Agreement. In the event it is determined other committees are needed to address institutional issues, the requester will complete the Council/Committee Request Form Appendix J and submit to the respective Chief Negotiators of this Agreement for review and action.
- c. The charge of these committees shall in no way be cause for interference in the normal day-to-day operations of the college.
- d. Committee Chairpersons must identify their membership for the next academic year by the last meeting day of the Spring semester and shall update membership no later than the first (1<sup>st</sup>) duty day of September. Committee membership shall be forwarded by the Faculty Senate President to the Vice President for Academic Affairs by the last meeting day of the Spring semester. Below are the list of committees:
  - (1) Committees with collateral duty workload assignments. The only exception to this is the Chairperson for the Council of the Department Chairs. These include:
    - i. Calendar Committee
    - ii. Council of Department Chairs
    - iii. Resources, Planning, and Facilities Committee

Calendar Committee	
Charge	<p>This Committee proposes the academic calendar based on thorough analysis of relevant information and will include a Calendar that encompasses the work year of non-instructional faculty, post-secondary instructional faculty, and secondary non-instructional and instructional faculty. The proposed Academic Calendar is reviewed by the Faculty Senate and their written comments and/or recommendations are appended to the proposal. The Committee presents the proposal to the College President via the Vice President for Academic Affairs on or before April 1. If the College President does not concur with the proposal, then the proposal is returned to the Committee for revision. If the College President concurs with the proposal, then the proposal will be presented to the Board for adoption.</p> <p>The Committee shall also populate an electronic institutional calendar on MyGCC with activities and events and evaluate consistency of published calendars to provide current information.</p>
Chair	Chairperson and/or Chairperson-Elect to be elected from among the membership.
Composition	Deans of each School, Coordinator for Registration and Admissions, Faculty Senate President, a Faculty Senator, and a third faculty member to be appointed by the Faculty Senate President.
Workload	Collateral Duty

<b>Council of Department Chairs</b>	
Charge	This Council of Department Chairs discusses any issue directly related to departmental/academic discipline functions to include: budgets, College events and promotions, scheduling, advising, and other issues determined as necessary by the Council. The Council shall establish By-Laws, keep minutes, and set a meeting schedule reflective of the needs of the committee. The Council shall make recommendations to the Faculty Senate, respective Deans, and Faculty Union President as determined by the action needed to be taken.
Chair	Chairperson and/or Chairperson-Elect to be elected from among the membership.
Composition	Chairperson of each department.
Term	Monthly during the academic year.
Workload	Collateral Duty for all Department Chairpersons. Chairperson for the Council: participation to be reflected in faculty evaluation rubric.

<b>Resources, Planning and Facilities Committee</b>	
Charge	This committee reviews the Facilities Master Plan and recommends the priority of capital improvement projects for the College and those projects that have great impact on student learning outcomes. It is the forum for discussion of any available or needed resources and facility issues or concerns. The committee may forward issues or concerns directly to the College Governing Council.
Chair	Two (2) Chairpersons: Faculty Senate President and Vice President of Business & Finance.
Composition	Faculty Senate President, Senate President-Elect, Past Senate President, Faculty Union President, Vice President Business & Finance, Facilities & Maintenance Coordinator, TPS Dean, TSS Dean, two (2) staff Union representatives, and a student representative.
Term	Monthly during the academic year or at the call of either Chairperson.
Workload	Collateral Duty

(2) Committee where composition of faculty membership is selected. This includes:

i. Faculty Job Specification/Evaluation Committee

Faculty Job Specification/Evaluation Committee	
Charge	The Union President and the Vice President for Academic Affairs will convene the Committee yearly to review the Faculty Job Specifications and/or Faculty Evaluation process (see Article X Performance Appraisal) as needed. The Committee will prepare written recommendation to the Board who shall act upon the recommendations in order to be effective the following Fall semester.
Chair	Elected by the Committee.
Composition	Up to five (5) faculty members selected by the Union President (inclusive of the Union President), two (2) Deans, the Human Resources Administrator, and two (2) members to be appointed by the Vice President of Academic Affairs.
Support	Administrative support provided by the College.
Workload	A) For post-secondary instructional faculty: instructional hours reduced to 180 per semester. B) For all secondary and non-instructional faculty: participation to be reflected in faculty evaluation rubric.

(3) Committees where composition requires at least one (1) faculty member from a specific department. These include:

- i. College Technology Committee
- ii. Learning Outcomes Committee

College Technology Committee	
Charge	This Committee recommends action plans to support the technology needs and technology users of the College in promoting student learning outcomes. This Committee maintains currency in computer technology and academic applications of computer technology for both students and faculty. The Committee also identifies needs of technology planning, distance learning, and appropriate training.
Chair	Elected by the Committee.
Composition	Four (4) faculty – one (1) of whom shall be from a technology-related department, an equal number of members appointed by the College President and one (1) additional voting member selected by the Committee.
Term	No less than three (3) years.
Workload	A) For post-secondary instructional faculty: instructional hours reduced to 180 per semester. B) For all secondary and non-instructional faculty: participation to be reflected in faculty evaluation rubric.



<b>Learning Outcomes Committee</b>	
Charge	This Committee ensures and regulates, through quality control, a curriculum that reflects the mission of the College and that is academically sound, comprehensive, and responsible to the evolving needs of the community. In addition, this committee reviews, explores, and assesses the effectiveness of General Education policies and procedures, making recommendations to the Faculty Senate, Departmental Chairpersons, Committee Chairpersons, and administrators as appropriate. The Committee will involve administrators, faculty, staff members, and students in efforts to guide and continually improve the institutional and student learning outcomes.
Chair	Chairperson and Chairperson-Elect to be elected by the members of the Committee.
Composition	Twelve to fifteen (12-15) faculty members preferably to include faculty members representing each of the following disciplines: English, Math, Science, Social Science, and Career/Technical Education. Other members may be assigned by the Faculty Senate President if requested by the Chairperson after all other committees are filled.
Term	Annual.
Workload	<b>A)</b> For post-secondary instructional faculty: instructional hours reduced to 180 per semester. <b>B)</b> For all secondary and non-instructional faculty: participation to be reflected in faculty evaluation rubric.

(4) Committees where composition requires faculty members to meet certain criteria and to be elected by faculty members of the Bargaining Unit. These include:

- i. Promotions Committee
- ii. Professional Development Review Committee (PDRC)

<b>Promotions Committee</b>	
Charge	Refer to Article VIII, Advancement-in-Rank.
Chair	Chairperson and/or Chairperson-Elect to be elected from among the membership.
Composition	The Promotions Committee shall be elected by the members of the Bargaining Unit and consists of six (6) elected faculty members who at the time of the election hold the rank of Assistant Professor or higher, who have been employed by the College for a minimum of three (3) years, and are dues paying members of the Union.
Term	Two (2) years with staggered terms. Members may not serve two (2) consecutive terms.
Workload	<b>A)</b> For post-secondary instructional faculty: instructional hours reduced to 180 per semester. <b>B)</b> For all secondary and non-instructional faculty: participation to be reflected in faculty evaluation rubric.

<b>Professional Development Review Committee (PDRC)</b>	
Charge	Refer to Article IX, Professional Development Initiatives.
Chair	Chairperson and/or Chairperson-Elect to be elected from among the membership.
Composition	The PDRC shall be elected by the members of the Bargaining Unit and consists of six (6) elected faculty members who at the time of the election hold the rank of Assistant Professor or higher, who have been employed by the College for a minimum of three (3) years, and are dues paying members of the Union.
Term	Two (2) years with staggered terms. Members may not serve two (2) consecutive terms.
Workload	<b>A)</b> For post-secondary instructional faculty: instructional hours reduced to 180 per semester. <b>B)</b> For all secondary and non-instructional faculty: participation to be reflected in faculty evaluation rubric.

(5) Committees where members' institutional knowledge is valuable and critical. These include:

- i. Committee on College Assessment
- ii. Standard 1 Self Study, "Institutional Mission and Effectiveness"
- iii. Standard 2 Self Study, "Student Learning Programs and Services"
- iv. Standard 3 Self Study, "Resources"
- v. Standard 4 Self Study, "Leadership and Governance"

<b>Committee on College Assessment (CCA)</b>	
Charge	This Committee guides and assists campus constituents to fulfill their assessment requirements through the careful review and feedback of assessment plans, reports, and program review. This Committee ensures that an assessment report review process, with meaningful input from faculty, Vice President for Academic Affairs and/or ALO, and other key constituents, becomes an integral part of the preparation of institutional assessment documents for accreditation purposes.
Chair	One (1) elected post-secondary faculty member, Co-Chaired by the Assistant Director of AIE.
Composition	No fewer than four (4) faculty. Other members may be assigned by the Faculty Senate President if requested by the Chairperson after all other committees are filled. Members from the administration and staff shall be appointed by the Vice President for Academic Affairs of the College.
Term	No less than three (3) years.
Workload	<b>A)</b> For post-secondary instructional faculty (CCA Chairperson): instructional hours reduced to 135 per semester. <b>B)</b> For post-secondary instructional faculty (CCA members): instructional hours reduced to 180 per semester. <b>C)</b> For all secondary and non-instructional faculty: participation to be reflected in faculty evaluation rubric.

<b>Standard 1 Self Study, “Institutional Mission and Effectiveness”</b>	
Charge	Utilizing the ACCJC template, this Committee gathers, organizes, and analyzes quantitative and qualitative data that promotes the College’s efforts in meeting its mission statement, and the effectiveness by which the mission is successfully achieved. This Committee writes the report, with the assistance and support of the Self-Study Coordinator, and ensures that the end product is reviewed by faculty, Vice President for Academic Affairs, and other key constituents before it is finalized for Board approval.
Chair	The Chairperson shall be a post-secondary faculty member elected by the faculty members of the Committee.
Composition	No fewer than two (2) Faculty members and an equal number of members appointed by the Vice President for Academic Affairs of the College. Other members may be assigned by the Faculty Senate President and the Vice President for Academic Affairs if requested by the Chairperson.
Support	Administrative support provided by the Self-Study Coordinator.
Term	No less than two (2) years with staggered terms.
Workload	<p><b>A)</b> For post-secondary instructional faculty (Standard 1 Chairperson): instructional hours reduced to 180 per semester. One (1) semester prior to the midterm report and three (3) semesters prior to the ACCJC comprehensive visit the instructional hours will be reduced to 135 per semester.</p> <p><b>B)</b> For post-secondary instructional faculty (CCA members): instructional hours reduced to 180 per semester.</p> <p><b>C)</b> For all secondary and non-instructional faculty: participation to be reflected in faculty evaluation rubric.</p>

<b>Standard 2 Self Study, "Student Learning Programs and Services"</b>	
Charge	Utilizing the ACCJC template, this Committee gathers, organizes, and analyzes quantitative and qualitative data that demonstrate the achievement of student learning outcomes (SLOs) in instructional programs and student services, including library and other learning support services. This Committee writes the report with the assistance and support of the Self-Study Coordinator, and ensures that the end product is reviewed by faculty and other key constituents before it is finalized for Board approval.
Chair	The Chairperson shall be a post-secondary faculty member elected by the faculty members of the committee.
Composition	No fewer than two (2) Faculty members and an equal number of members appointed by the Vice President for Academic Affairs of the College. Other members may be assigned by the Faculty Senate President and the Vice President for Academic Affairs if requested by the Chair.
Support	Administrative support provided by the Self-Study Coordinator.
Term	No less than two (2) years with staggered terms.
Workload	<p><b>A)</b> For post-secondary instructional faculty (Standard 2 Chairperson): instructional hours reduced to 180 per semester. One (1) semester prior to the midterm report and three (3) semesters prior to the ACCJC comprehensive visit the instructional hours will be reduced to 135 per semester.</p> <p><b>B)</b> For post-secondary instructional faculty (CCA members): instructional hours reduced to 180 per semester.</p> <p><b>C)</b> For all secondary and non-instructional faculty: participation to be reflected in faculty evaluation rubric.</p>

Standard 3 Self Study, "Resources"	
Charge	Utilizing the ACCJC template, this Committee gathers, organizes, and analyzes quantitative and qualitative data that provide support to the College's human, physical, technology, and financial resources to meet its broad educational goals, including SLOs, and overall institutional improvement. This Committee writes the report with the assistance and support of the Self-Study Coordinator and ensures that the end product is reviewed by faculty, Vice President for Academic Affairs, and other key constituents before it is finalized for Board approval.
Chair	The Chairperson shall be a post-secondary faculty member elected by the faculty members of the committee.
Composition	No fewer than two (2) Faculty members and an equal number of members appointed by the Vice President for Academic Affairs of the College. Other members may be assigned by the Faculty Senate President and the Vice President for Academic Affairs if requested by the Chair.
Support	Administrative support provided by the Self-Study Coordinator.
Term	No less than two (2) years with staggered terms.
Workload	<p>A) For post-secondary instructional faculty (Standard 3 Chairperson): instructional hours reduced to 180 per semester. One (1) semester prior to the midterm report and three semesters prior to the ACCJC comprehensive visit the instructional hours will be reduced to 135 per semester.</p> <p>B) For post-secondary instructional faculty (CCA members): instructional hours reduced to 180 per semester.</p> <p>C) For all secondary and non-instructional faculty: participation to be reflected in faculty evaluation rubric.</p>

<b>Standard 4 Self Study, "Leadership and Governance"</b>	
Charge	Utilizing the ACCJC template, this Committee gathers, organizes, and analyzes quantitative and qualitative data that evaluate how the College's governance process facilitates broad participation in decisions that support student learning programs and services, while acknowledging the designated responsibilities of the Board and the College President. This Committee writes the report, with the assistance and support of the Self-Study Coordinator, and ensures that the end product is reviewed by faculty, Vice President for Academic Affairs, and other key constituents before it is finalized for Board approval.
Chair	The Chairperson shall be a post-secondary faculty member elected by the faculty members of the Committee.
Composition	No fewer than two (2) Faculty members and an equal number of members appointed by the Vice President for Academic Affairs of the College. Other members may be assigned by the Faculty Senate President and the Vice President for Academic Affairs if requested by the Chair.
Support	Administrative support provided by the Self-Study Coordinator.
Term	No less than two (2) years with staggered terms.
Workload	<p><b>A)</b> For post-secondary instructional faculty (Standard 4 Chairperson): instructional hours reduced to 180 per semester. One (1) semester prior to the midterm report and three (3) semesters prior to the ACCJC comprehensive visit the instructional hours will be reduced to 135 per semester.</p> <p><b>B)</b> For postsecondary instructional faculty (CCA members): instructional hours reduced to 180 per semester.</p> <p><b>C)</b> For all secondary and non-instructional faculty: participation to be reflected in faculty evaluation rubric.</p>

## ARTICLE VIII - ADVANCEMENT-IN-RANK

### A. INTENT

The intent of the Advancement-in-Rank Procedure is to guarantee that rewards are provided for excellence in teaching or other service and other endeavors that promote quality in the programs of the College.

### B. GENERAL PROVISIONS

Faculty advancement-in-rank is based on merit in accordance with applicable laws, GCC Personnel Rules and Regulations, and Board policies. Advancement-in-rank shall be in accordance with the following provisions:

1. Faculty who have completed their probationary period may apply for Advancement-in-Rank in the following manner:
  - a. The faculty member must, if applying for promotion, on or before October 1st of any year, request in writing a Certificate of Eligibility for Advancement-in-Rank (Appendix F) from the Human Resources Administrator.
  - b. The faculty member if applying for promotion must comply and have completed all the provisions of the Advancement-in-Rank Procedure at the time of application.
  - c. On or before November 1 of the same year, the Human Resources Administrator will respond to each such request for a Certificate of Eligibility for Advancement-in-Rank.
  - d. The effective date of any promotion in rank shall be the first (1<sup>st</sup>) day of the following academic year; the effective date for pay consistent with that rank shall be October 1.
2. The faculty member must meet and satisfy all the requirements of the procedures outlined in Section C. effective October 1 of the year in which the application is being made for any advancement-in-rank initiated in that academic year.
3. Experience and criteria for promotion met during the application year shall be considered and used for the subsequent promotion application if applicable.
4. The College President approves or disapproves the application for promotion, taking into account the recommendation of the Dean and Vice President for Academic Affairs for ranks up to and including Instructor.
5. For professorial ranks, the applicant shall:
  - a. Meet the minimum experience and training requirements as stated in the Appendix A Faculty Job Specifications, and
  - b. Comply with the provisions of the Advancement-in-Rank Procedure and meet the Promotions Criteria described in this Agreement.
6. Promotion to professorial ranks shall only be made with a recommendation for approval of the Promotions Committee. When promotion is not recommended by the Committee, the recommendation is not subject to appeal.
7. If the Committee has recommended promotion and the promotion is disapproved by the College President, the applicant may appeal the College President's decision within seven (7) duty days of receipt of the College President's notice. The appeal process will commence at Step Four Article XIII.D, (Referral to Hearing Committee).

### C. ADVANCEMENT-IN-RANK PROCEDURE

Faculty who apply for promotion to professorial ranks shall use adopted promotion forms and shall adhere to the following Advancement-in-Rank Procedure. An Application for Advancement-in-Rank consists of a Letter of Intent, a Certificate of Eligibility for Advancement-in-Rank, a Resume, and a Promotions Portfolio. Letters of Recommendation and testimony received by the Promotions Committee are supplementary to the Application.

1. The members of the Promotions Committee shall:
  - a. Meet no later than September 1 and elect a Chairperson and other officers.
  - b. On or before October 1, examine the previous Committee's Annual Report, consider its recommendations, and adopt Internal Operating Procedures and a Code of Ethics for the Promotions Committee.
  - c. Study each Portfolio and read each Letter of Recommendation and all testimony received.
2. The Promotions Committee Chairperson or designee shall:
  - a. On or before November 1:

Receive a Letter of Intent, Certificate of Eligibility, and Resume from each faculty member applying for promotion to a professorial rank and provide a copy of the Committee's internal Operating Procedures and Code of Ethics to each applicant for promotion to a professorial rank.
  - b. On or before November 15, receive a Promotion Portfolio from each applicant.
  - c. On or before November 22 the Chairperson of the Committee shall review the portfolio for completeness and that it meets all the requirements for the rank being applied for. If the application is found to be incomplete the Chairperson shall return the portfolio and the applicant shall not be considered.
  - d. Receive letters of recommendations from applicants' colleagues and others.
  - e. At the direction of the Committee, secure additional information pertaining to each applicant's professional performance.
  - f. Within three (3) duty days of November 15:
    - (1) Announce names of applicants and the ranks for which they have applied, and
    - (2) Invite written testimony to be submitted by November 30 from faculty, staff, and students on the merits of each applicant.
  - g. Notify each applicant for whom testimony is received, provide access to such testimony, and accept the applicants written rebuttals by December 15.
  - h. Interview each applicant.
  - i. On or before January 31, deliberate on and vote to approve or disapprove each application for promotion and notify, on January 31, each applicant of its decision. For promotion to Professor, five (5) affirmative votes are required. For lower ranks four (4) affirmative votes are required.
  - j. On or before February 15, submit the Committee's written Promotion Report to the College President and forward each Application and supporting documents to the College President's Office. The Promotion Report shall contain a written justification for recommendation for approval or disapproval of each application for promotion. For any application disapproved, return to the applicant his/her Promotions Portfolio and any Letters of Recommendation received.
  - k. After March 1 upon request meet with applicants whose applications for promotion were not recommended to discuss reasons for disapproval and ways to strengthen their next application.



- l. On or before March 31, submit the Committee's Annual Report to the College President and a copy to the Union President. The Annual Report shall include a summary of the Committee's activities, an evaluation of its Internal Operating Procedures and Code of Ethics and recommendations for procedural change.
  - m. Arrange for the distribution of promotions information to the faculty at the beginning of the next academic year.
  - n. Transfer Promotions Committee files to the newly elected Chairperson of the Committee.
3. The College President shall:
- a. Approve or disapprove and notify each applicant by February 28, taking into consideration recommendations of the Promotions Committee, consistent with the provisions of the Advancement-in-Rank Procedure.
  - b. Forward each Advancement-in-Rank packet (Portfolio, etc.) and a copy of his/her decision to the Human Resources Administrator.
4. The Applicant shall:
- a. On or before October 1, submit a written request for a Certificate of Eligibility for Advancement-in-Rank from the Human Resources Administrator. Said Certificate will indicate whether or not the faculty member has met, by October 1 of the year in which the application is being made the minimum requirements for the rank sought as stated in Appendix A, Faculty Job Specification.
  - b. Grant access to personnel records to the Chairperson of the Promotions Committee.
  - c. Obtain adopted promotion forms from the Human Resources Administrator.
  - d. Request in writing Letters of Recommendation from his/her colleagues and others.
  - e. Demonstrate sustained excellence in teaching or other service in carrying out their duties and responsibilities.
  - f. The criteria for promotion are applicable to all faculty. The applicant shall indicate the Promotions Criteria under which he/she is applying in his/her request for recommendations from the following list:
    - (1) Chairing and/or maintaining programs, committees, or organizations.
    - (2) Initiation, organization, and completion of projects which significantly shape the development of the College efforts, services, or programs.
    - (3) Being a mentor and/or serve as a model.
    - (4) Make significant professional contributions in community service which are relevant to the mission of the College.
    - (5) Show evidence of professional development.

Of the above listed criteria the following must be met:

Instructor to Assistant Professor – three (3) of the criteria  
 Assistant Professor to Associate Professor – four (4) of the criteria  
 Associate Professor to Professor – five (5) of the criteria

- g. Using the following guidelines, additional duties, functions and activities shall or shall not be applied as equivalencies:
- (1) Adjunct teaching shall not apply,
  - (2) No more than one (1) year as the Adjunct Associate Dean shall apply,
  - (3) No more than two (2) years serving in the position of Department Chairperson shall apply.
- 5. On or before November 1, submit his/her Letter of Intent, Certificate of Eligibility, and Resume to the Chairperson of the Promotions Committee or his/her designee and a copy of them to his/her Dean.
  - 6. Request Letters of Recommendation from persons listed in the Letter of Intent. These letters shall be sent directly to the Chairperson of the Promotions Committee by November 30.
  - 7. On or before November 15, submit a complete Promotions Portfolio to the Chairperson of the Promotions Committee or his/her designee. The Portfolio shall describe and document the major endeavors constituting the basis for promotion.
  - 8. On or before December 15, if desired, submit written rebuttals to testimony received by the Promotions Committee.
  - 9. Submit additional documentation, within time limits specified in the Committee's request, to the Committee.
  - 10. Be interviewed by the Committee.
  - 11. Applicants may withdraw their application any time prior to January 15.
  - 12. On or before January 31, receive the Committee's recommendation.
  - 13. On or before February 28, receive the College President's notice of approval or disapproval of promotion. All notices of disapproval shall specify the reason(s) for disapproval. The College President shall send copies of all notices to the Human Resources Administrator, the Chairperson of the Promotions Committee, and to the applicant's Dean.
  - 14. After March 1, if they so desire, meet with the Promotions Committee to discuss reasons for denial.
  - 15. Request the return of his/her portfolio no sooner than three (3) years from the effective date of his/her promotion. (Portfolios may be destroyed by the Human Resources Administrator after four (4) years from the effective date of the promotion).

**D. MINIMUM QUALIFICATIONS FOR RANK**

Minimum qualifications for rank Illustrative Examples of Work, are as listed in Appendix A, Faculty Job Specifications. During the academic year 2010-11 Appendix A, Faculty Job Specifications will be reviewed and updated.

## ARTICLE IX - PROFESSIONAL DEVELOPMENT INITIATIVES

### A. PROFESSIONAL DEVELOPMENT REVIEW COMMITTEE (PDRC) OVERVIEW

#### 1. Charge

To review, evaluate, and approve application packets for faculty education, training, workshops/conferences (may include on or off-island speakers), etc. to avail of the funding opportunities for faculty professional development. In addition, the PDRC shall plan, develop, and implement professional development and sabbatical initiatives that contribute to faculty growth. Such initiatives include: workshops, mentoring, faculty forums, individual /departmental professional development activities, credentialing, pursuit of academic credits, sabbatical initiatives, etc. To meet this responsibility, the PDRC shall:

- a. respond to institutional/professional development priorities established by the College;
- b. encourage and promote ways and means by which faculty may develop their professional skills;
- c. ensure that funds awarded for faculty professional development activities support the college and its institutional strategic master plan;
- d. keep a record of all faculty professional development initiatives, regardless of funding source.

#### 2. General Provisions

- a. Before the end of the Spring semester, the members of the PDRC shall elect their officers: Chairperson (as needed), Chairperson-elect, and Secretary. The Chairperson-elect will become Chairperson for the following year.
- b. Members shall begin their term of office on the last day of the Spring semester and complete their term of service on the last day of the next Spring semester.
- c. On or before August 31, examine the previous PDRC's end of the year report, consider its recommendations, and adopt Internal Operating Procedures to include recommended timelines and flow chart for processing of applications and a Code of Professional Ethics for the PDRC.
- d. Arrange for the distribution of sabbatical initiative information to the faculty at the beginning of each academic year.
- e. Prior to September 15, the PDRC shall meet with the Vice President for Academic Affairs to discuss institutional priorities as they are aligned with faculty needs for professional development initiatives and the Vice President of Business and Finance to discuss GCC Travel Policies and Procedures. Discussion should include the establishment of procedural or processing timelines.
- f. The PDRC shall hold its first meeting of the academic year to discuss submitted applications no later than September 15 and thereafter meet at least once per month, and shall meet as unforeseen faculty professional development opportunities arise throughout the academic year until funds are exhausted.
- g. A quorum shall consist of a majority of the Committee's members. Members shall not apply for any sabbatical initiative while serving on the PDRC; however, a member may apply for any other professional development initiative but shall recuse himself/herself from the deliberation.

- h. The PDRC shall provide a mid-term written report to the College President via the Vice President for Academic Affairs no later than February 1 and September 1 each year. This mid-term report shall include information relative to the number of faculty awarded study opportunities, off-island travel, costs, plans, and other related topics. Before the end of the Spring semester, the PDRC shall also submit the end of the year report to the College President via the Vice President for Academic Affairs with a copy to the Faculty Senate President and Union President. The end of the year report shall include a summary of the PDRC's activities, an evaluation of its Internal Operating Procedures and Code of Ethics and recommendations for procedural change, if any.
- i. Professional Development funds may only be encumbered with prior written approval of the PDRC.

## **B. PROFESSIONAL DEVELOPMENT FUNDING REVIEW**

### **1. Application Process and Procedures**

For all professional development initiatives:

#### **a. The Chairperson of the PDRC shall:**

- (1) Accept applications from faculty for professional development activities that require funding.
- (2) Submit the PDRC's written recommendations, with its justification, to the College President via the Vice President for Academic Affairs.

#### **b. The PDRC as a whole shall:**

- (1) Review, evaluate, and recommend for approval or disapproval each application for professional development and notify each applicant of its decision. Four (4) affirmative votes are required for approval of all initiatives.
- (2) Meet with an applicant whose application was not recommended to discuss why the application was disapproved.

#### **c. The College President shall:**

- (1) Forward each application for professional development and a copy of the decision to the Vice President for Academic Affairs, the applicant's Dean, PDRC Chairperson, the applicant, and to the Human Resources Administrator for record keeping.

## **C. SABBATICAL REVIEW PROCESS**

### **1. Purpose**

A sabbatical leave must fulfill one (1) or a combination of the following purposes:

#### **a. Formal Study**

The program may be one of academic study in residence at an accredited university, college, or an institution approved by the College President. Proposed course work shall be planned in pursuance of an advanced degree or to achieve specific objectives.

The program may be one of academic areas in pursuance of proficiency, in a discipline other than the faculty member's present position requires, provided that the College President determines in advance that there is a need of such supplemental field and approves the study program submitted by the faculty member.

#### **b. Independent Study**

The program may be an independent study in the faculty member's field other than formal class work as described in C.1.a above. Such program shall be arranged through an

educational or research foundation, government agency, corporation or private enterprise, or an accredited university, college, or an institution approved by the College President.

c. Work Experience

The program may entail work experience, such a program is intended chiefly for a faculty member who wishes to obtain work experience in the career and technical field in which he/she teaches. The specific company or agency with which the faculty member will be associated and explicit details of the work activities, together with the resulting proficiencies to be gained shall be submitted with the proposed program.

2. Eligibility

Pursuant to Title 4 GCA, Chapter 4, Section 4110, an applicant must:

- a. Be a full-time faculty member of Guam Community College.
- b. Be a permanent resident of Guam.
- c. Have completed seven (7) consecutive years of satisfactory service as a faculty member at the College.
- d. Have obtained a baccalaureate degree or its equivalent, or otherwise be deemed of sufficient skill and experience to deserve such a leave.
- e. Schedule leave so as not to unduly interfere with or disrupt the operations of the College.
- f. Be engaged in endeavors related to his/her field of employment during the period of leave.
- g. Agree to return to his/her employment following such leave for a period of not less than two (2) years.
- h. Comply with the Sabbatical Leave Procedures.

3. Duration and Compensation

- a. Sabbatical leave means up to twelve (12) calendar months of paid leave.
- b. A faculty member on Sabbatical Leave shall be entitled to full (100%) salary, except as noted in C.3.d below and Government-sponsored benefits such as insurance, retirement and credit union.
- c. Faculty members who complete sabbatical leave in accordance with their approved program shall be granted any increment or pay raise to which they normally would have been entitled had they remained in normal duty status.
- d. If a faculty member is granted Sabbatical Leave for the purposes of work experience, and is paid by the employer for such services, and the salary paid is less than the faculty member's regular salary, the faculty member shall be entitled to be paid only the difference between the salary paid by the employer and the faculty member's regular salary, or, the salary paid is equal to or more than the faculty member's regular salary, the faculty member shall not be entitled to be paid any salary at all.

In either case, the faculty member shall retain the other Government sponsored benefits outlined in C.3.b above.

- e. Faculty members granted sabbatical leave will be paid according to the College's normal payroll schedule for employees in active service. It is the responsibility of the faculty member on leave to make arrangements to receive the payments.

4. Interruption of Sabbatical Leave

- a. Interruption of the sabbatical leave because of serious accident or illness will not be considered.
  - b. Failure to fulfill the conditions under which the leave is granted:
    - (1) In the event of serious accident or illness, the faculty member shall notify the College President within fifteen (15) days of such accident or illness at which time the College President, in consultation with the faculty member on leave, shall arrange for modification of the sabbatical leave program or return to duty, as appropriate.
    - (2) In case of death, the faculty member or his/her estate shall not be required to return compensation received from the College during the leave period. The faculty member's salary and benefits payments shall cease upon the death of the faculty member on leave.
5. Return to Duty
- Upon return to duty, the faculty member shall retain previous rank. While every effort will be made to return the faculty member to his/her previous department and work site, however, this cannot be guaranteed by the College.
6. Application Process and Procedures
- a. Faculty who apply for sabbatical leave shall use adopted sabbatical leave forms and shall adhere to the following Sabbatical Leave Procedure. An application packet for a sabbatical initiative and sabbatical leave consists of:
    - (1) A Certificate of Eligibility for Sabbatical Leave, a Resume, and a detailed professional development plan. The plan shall include a description and documentation of how the applicant will meet the evaluation criteria listed below:
      - i. His/her goals, objectives, and proposed activities, with time lines, and if applicable, document the availability of training/education sought, and
      - ii. A justification for sabbatical leave which describes the relationship between the applicant's plan and the mission of the College, the department's goals (attach the department plan or a statement from the department chairperson), curriculum, student needs, and a description of the applicant's previous service to the College and the community.
      - iii. A signed and dated written statement of agreement to return to his/her employment following the sabbatical leave for a period of not less than two (2) years.
      - iv. Letters of Recommendation and testimony received by the PDRC Committee are supplementary to the Application.
  - b. The Chairperson of the PDRC shall:
    - (1) At least four (4) months prior to the effective date of the sabbatical initiative; receive all applications for a sabbatical initiative and sabbatical leave, consisting of the documents required for the application packet as described above.
    - (2) Upon receipt of the application packet, provide a copy of the PDRC's Internal Operating Procedures to each applicant for sabbatical.
    - (3) At the direction of the PDRC, secure additional information pertaining to each applicant's professional performance.

- (4) Within one (1) week of receipt of the applications, announce names of applicants for sabbatical, and invite written testimony, to be submitted by the timeframe identified in the internal operating procedures for sabbatical initiatives, from faculty, staff, and students on the merits of the applicants and their plans.
  - (5) Notify each applicant for whom testimony is received, provide access to such testimony, and accept the applicants written rebuttals prior to their decision.
  - (6) Notify each applicant of its decision no later than January 31.
  - (7) No later than January 31, submit the PDRC's written Sabbatical Initiative Recommendation Report to the College President and forward each Application and supporting documents to the College President's Office. The PDRC's Report shall contain a justified written recommendation for approval or disapproval of each application for sabbatical initiative, shall rank order each recommendation for approval, and may suggest plans to implement the PDRC's recommendations. The PDRC may recommend disapproval of all of the Applications for sabbatical initiatives submitted, if it so chooses.
  - (8) Transfer PDRC Committee files to the newly elected Chairperson of the PDRC.
- c. The members of the PDRC shall:
- (1) Interview each applicant no later than January 15.
  - (2) Evaluate each Application for Sabbatical Initiative using all of the following criteria:
    - i. The applicant's eligibility for sabbatical.
    - ii. The extent to which the sabbatical initiative advances the mission of the College, supports the goals and priorities of the department, and is responsive to curriculum and student needs.
    - iii. The applicant's service to the College and the community.
    - iv. The description of and documentation for the planned professional development initiatives, their availability through alternative means.
  - (3) Review Letters of Recommendation.
  - (4) Deliberate on and vote to approve or disapprove each Application for Sabbatical.
  - (5) At the request of the applicant, meet with an applicant whose Application for Sabbatical was not recommended to discuss its reason for disapproval.
- d. The College President shall:
- (1) No later than February 15, forward to the applicant notice of approval (funded or unfunded by the College) or disapproval of the sabbatical initiative and leave. All notices of disapproval shall specify the reason(s) for disapproval.
  - (2) The College President shall send a copy of all notices to the Chairperson of the PDRC, the applicant's Dean, and forward each Application, and a copy of his/her decision on it, to the Human Resources Administrator for record keeping.
- e. The applicant shall:

- (1) Submit a written request for a Certificate of Eligibility for Sabbatical from the Human Resources Administrator no later than October 1 of the academic year prior to the start of the proposed sabbatical.
  - (2) Grant access to personnel records to the Chairperson of the PDRC.
  - (3) Obtain adopted sabbatical leave forms from the Human Resources Administrator.
  - (4) Request in writing, Letters of Recommendation from his/her Dean and Department Chairperson and one other person. If the applicant is a department chairperson, the applicant shall request recommendations from his/her Dean, a faculty member in his/her own department and one (1) other person.
  - (5) The applicant shall include in his/her request for Letter of Recommendations a detailed description of how he/she will use sabbatical leave.
  - (6) These letters shall be sent directly to the Chairperson of the PDRC no later than November 1.
  - (7) No later than November 15 the applicant shall submit his/her Application packet for Sabbatical Leave to the Chairperson of the PDRC and a copy of it to his/her Dean and the Vice President for Academic Affairs. Refer to C.6.a.(1) of this Article.
  - (8) If the Committee receives negative testimony they shall notify the applicant who may submit written rebuttals to testimony received by the PDRC prior to their decision.
  - (9) Submit additional documentation, within time limits specified by the PDRC.
  - (10) Be interviewed by the PDRC no later than January 15.
  - (11) Receive the PDRC's recommendation no later than January 31. No sabbatical leave shall be approved without the recommendation for approval of the PDRC. The PDRC's decision to not recommend an Application for Sabbatical Leave is not subject to appeal. Applicants may withdraw their application at any time.
  - (12) No later than February 15, receive the College President's notice of approval or disapproval of sabbatical leave. All notices of disapproval shall specify the reason(s) for disapproval. The College President shall send copies of all notices to the Human Resources Administrator, the Chairperson of the PDRC and to the applicant's Dean.
  - (13) The effective date and length of sabbatical leave shall be proposed in the applicant's professional development plan.
- f. If an applicant is granted approval for sabbatical leave and funds are not available, the applicant shall have the option to choose to take educational leave without pay or some mutually agreed upon alternative involving a reduction of the applicant's salary. Nevertheless, funds shall be made available whenever possible.
- g. If the College President disapproves the sabbatical leave request for the PDRC approved sabbatical initiative, the applicant may appeal the College President's decision within seven (7) duty days of receipt of the College President's notice. The appeal process will commence at Article XIII.D, Step Four (Referral to Hearing Committee).



## ARTICLE X - PERFORMANCE APPRAISAL

The Committee on Faculty Job Specifications/Faculty Evaluation is tasked with reviewing this Article of the Agreement yearly for the purpose of creating a performance appraisal process or reviewing the job specifications to meet the mission of the College. This performance appraisal process will be reviewed, assessed, and modified as needed by the Committee.

This Committee, as agreed upon in the Spring 2010 Negotiations, shall meet in the Fall of 2010 or sooner, to review the newly implemented evaluation process in order to finalize this article.

Definitions:

Evaluator: For purposes of this article, evaluator is defined as Dean or Associate Dean.

Academic Year: The Academic Year includes the Fall and Spring semesters as specified in the Academic Year Calendar. It may also include the summer prior to the forth-coming Fall Semester for some activities.

### A. PURPOSE

An on-going, effective, and systematic faculty performance appraisal process that focuses on the objectives in the order listed below:

1. To improve the quality of services rendered to the College by its faculty members through:
  - a. Discussion and mutual understanding between the evaluator and faculty member of the objectives and expectancies to be achieved;
  - b. Identification of the faculty member's strengths and weaknesses, and making plans to strengthen weaknesses and build on strengths;
  - c. Measuring improvements of the faculty member's performance on a given job; and
  - d. Identifying the faculty member's special abilities and potentials, and utilizing them to the mutual benefit of the faculty member and the College.
2. To improve work skills of faculty members through professional development programs by:
  - a. Determining what professional development training programs are needed;
  - b. Evaluating the effectiveness of said training programs, and making changes or replacements as may be necessary; and
  - c. Providing feedback to faculty members, informing them of how they are doing and suggesting modifications of work performance as needed.
3. To improve resource data for making personnel decisions related to:
  - a. Salary increment
  - b. Advancement-in-Rank
  - c. Sabbatical Leave
  - d. Transfer
  - e. Layoff; or
  - f. Adverse action

### B. PERFORMANCE TO BE APPRAISED

#### 1. Duties and Responsibilities

The Faculty Job Specifications (Appendix A-1) identifies duties and responsibilities unique to faculty. These duties and responsibilities are listed under "Nature of Work in This Class" and "Illustrative Examples of Work" contained in the Faculty Job Specifications and as specifically cited in the job specifications of the rank occupied by the faculty member. Any duty or responsibility to be rated shall be consistent with the Faculty Job Specifications.

The Faculty Evaluation Form (Appendix A-3) identifies general performance criteria for performing the duties and meeting the responsibilities identified in the Faculty Job Specifications.

2. **Non-Instructional Faculty**  
Recognizing the uniqueness of the functions of various non-instructional faculty, a Non-Instructional Individual Plan (N.I.I.P.) Appendix A-4 is required to be presented along with the percentages on the Evaluation Form. The items on the N.I.I.P. should reflect core responsibilities unique to both the specific job and to the department plan.
3. **Instrument to Be Used**  
The Faculty Evaluation Form shall be the instrument used to rate performance. In completing this form, the evaluator shall take into consideration the Record of Classroom Observation (Appendix A-5), Needs to Improve Form (Appendix A-6), and other documentation pertaining to work performance. The percentages on the form shall be formalized no later than the last duty day in September for each academic year. However, if any changes in any of the agreed upon percentages are desired, it is recommended that the faculty member communicate with the evaluator at the earliest reasonable opportunity and no later than the last duty day in February.
4. **Activities to Be Evaluated**  
Adjunct, Special Projects, and any activities outside a regular full time assignment for which additional compensation is received shall not be considered for evaluation.
5. **Presentation of Evidence**  
Evidence shall be presented in a binder that shall contain documentation appropriate to the level of evaluation the faculty is seeking. There shall be only one binder used for this purpose.

## **C. WORK PERFORMANCE APPRAISAL**

1. **Work Progress Review**
  - a. The evaluator should meet with the faculty member during the first three months of the rating period. This meeting will provide an opportunity to find out how the faculty member is progressing and to solve any concerns which may have developed. This endeavor should be a joint effort of the faculty member and the evaluator working together to achieve the desired results.
  - b. Work progress reviews may be held periodically. The frequency of these progress reviews will vary from one individual to another, depending on concerns encountered and individual needs. Ideally, however, progress reviews should be held every three months. Discussions held during the progress review sessions are not to be considered formal performance appraisal.
2. **Record of Classroom Observation**
  - a. For this section, formal observation means an observation in which the faculty is informed prior to the date of observation. An informal observation may be unannounced. Both informal and formal observations may be used as evidence by the evaluator.
  - b. The evaluator shall notify the faculty member no less than one week prior to the date proposed for the formal observation(s).
  - c. A Record of Classroom Observation form shall be completed by the faculty members' assigned evaluator for each classroom observation.
  - d. Using the Record of Observation form, the evaluator shall provide feedback on the observation to the faculty member within two weeks. Should the faculty member or evaluator wish to discuss the results, a meeting may be scheduled.
  - e. A minimum of two (2) informal classroom observations shall be conducted each semester for a faculty member receiving a Needs to Improve rating in Section 1 in the Faculty Evaluation Form.
  - f. A minimum of two (2) informal observations shall be conducted per Academic Year for each faculty member.
3. **Annual Performance Appraisal/Evaluation Period**

- a. The annual performance appraisal shall be held at least one month before the end of the spring semester. (In the event of natural disasters or medical emergencies other arrangements may be made.)
  - b. Rating in Special Situations
    - (1) A permanent faculty member may elect to be rated or not to be rated for work performed in a detail assignment, provided the detail assignment is at least two consecutive months. The faculty member may elect to include said rating in the overall annual performance rating.
    - (2) A permanent faculty member who serves under more than one evaluator during a rating period shall be entitled to receive a rating from each evaluator under whom the faculty member serves at least two months. The ratings shall be a weighted average of such ratings and shall constitute the faculty member's final rating. If the evaluator fails to give a rating, the faculty member shall be presumed to have rendered no less than "strong" for service under said evaluator.
    - (3) A permanent faculty member on approved leave of absence for no less than fifty percent (50%) of the academic year may earn no higher than a "strong" evaluation rating.
    - (4) A permanent faculty member on approved leave of absence for seventy five percent (75%) or more of the entire academic year may earn no higher than a "satisfactory" evaluation rating.
    - (5) A faculty member on military leave for portions of the academic year shall be covered under the provisions of prevailing federal law; subject to review.
  - c. Performance Appraisal for Probationary Faculty Members
    - (1) Every new faculty member shall be required to serve a probationary period. Service in probationary status is an extension of the selection and screening process and constitutes a test of the faculty member's merit and fitness for the job.
    - (2) Faculty members shall serve one (1) academic year in probationary status if appointed at the beginning of the academic year. Otherwise, the employee shall be on probationary status for a twelve-month period from the date of initial employment notwithstanding the fact that summer vacation is included in the twelve-month period. The probationary period may be extended one semester in consultation with the Human Resources Administrator and the Vice President for Academic Affairs.
    - (3) The evaluation of the faculty member's probationary period shall be completed and issued by the evaluator before the end of that period. The evaluation shall specifically recommend one of the following:
      - i. Continuance of the faculty member in the service of the College, with a rating of Satisfactory; or,
      - ii. Terminate the service of the faculty member for reasons specified in the evaluation letter of notice.
      - iii. In the event that a recommendation rating is not issued to the faculty member by 5:00 pm on the last duty day of the probationary period, it shall be presumed that the employee had achieved a "Satisfactory rating" and the faculty member, therefore, shall be continued in the service of the College.
4. Guidelines for Evaluators
- The College shall ensure that evaluators are trained on what they are to rate and how they are to rate. Reasonable effort will be made to ensure that faculty and evaluators thoroughly understand the performance appraisal system.
- a. All permanent faculty are to be rated on the Faculty Evaluation form as Superb, Stellar, Strong, Satisfactory, or "Improvement Needed" using the developed rubrics (Appendix A-2).
  - b. Evaluators should establish a system for keeping written records of direct observations, reports from other employees or administrators, and any information related to the work performance of faculty members. These records should include dates, times, places, persons involved, descriptions of behavior involved, and other specific data for future reference. Both positive and negative information should be recorded and the faculty member shall be

informed of this information within a reasonable amount of time (See Section C-1a). The evaluator's written record should be the basis for the annual evaluation in addition to evidence presented in the binder. This written record, within thirty days of the completion of the Faculty Evaluation Form shall either be destroyed or made part of the official personnel file, except in cases where the annual evaluation results in "Improvement Needed" or a grievance of the performance appraisal process is filed.

- c. "Improvement Needed" ratings shall not be given unless the evaluator can cite specific instances of poor performance.

#### **D. PERFORMANCE EVALUATION REVIEW**

1. The evaluator must set a specific time and place to meet with the faculty member to discuss the ratings given to the faculty member on the Faculty Evaluation Form.
  - a. The faculty member should be given the opportunity to discuss freely and make comments on the ratings given by the evaluator.
  - b. The evaluator and the faculty member should concentrate on working together to improve performance in the future. Any action to be taken by the evaluator as a result of or relating to the evaluation must be made known to the faculty member at the conclusion of this meeting.
  - c. The Faculty Evaluation Form must be signed by both the evaluator and the faculty member. If the faculty member disagrees, in whole or in part, with the evaluation results, he/she is free to note his/her specific disagreement on the evaluation form at that time.
  - d. The affected faculty member has the right to file a grievance if he/she alleges incorrect application of evaluation rating procedure or if the faculty member alleges that rating was arbitrary, capricious, or under other circumstances which reflect bad faith on the part of the rater.

#### **E. CRITERIA FOR RATINGS**

1. Faculty will be rated based on their faculty classification and criteria met in the developed rubrics (Appendix A-2). Faculty classifications include Instructional, Non-Instructional, Department Chair, and each sub-section on a scale of 1 – 5.
  - 1 – Improvement Needed
  - 2 – Satisfactory
  - 3 – Strong
  - 4 – Stellar
  - 5 – Superb
2. The faculty evaluation form is divided into seven sections. For Section 1, the criteria will differ for the following categories: Department Chair, Instructional Faculty and Non-Instructional Faculty. Sections 2 – 7 are comprised of the following categories: Enrollment Management, Professional Development, Scholarly Activity, Institutional Involvement, Community Service, and Professional Standards. The specific percentages and criteria are defined in the rubrics located in Appendix A-2d-j.
3. Evidence to verify work performance in the seven sections shall be compiled and presented in a binder. Each action, activity, certification, justification, etc. shall be used only in one section and in one element of the section. Re-submission of any action, activity, certification, justification, etc. for use in another section is not allowable.
4. The Total Evaluation Score will be determined by applying the score for each section to its respective percentage chosen by the Faculty, totaled and entered.
5. Any adverse action received during the Annual Performance Appraisal/Evaluation Period will result in a one point deduction from the Total Evaluation Score.

#### **F. PERFORMANCE IMPROVEMENT PLAN**

1. As a result of an overall "Improvement Needed" Total Evaluation Score rating, the faculty member and the evaluator will jointly develop a written performance improvement plan within thirty (30) duty days. This plan shall specify the actions and responsibilities for each party to be undertaken to bring about such improvements or performance necessary to achieve a rating of satisfactory. The plan shall identify a time line for achieving satisfactory performance and dates for review and

re-appraisal. Failure on the part of the faculty member to improve such performance to a satisfactory level shall cause a second rating of "Improvement Needed" to be assigned at the time of re-appraisal.

2. If the faculty member perceives that improvement of his/her performance would be significantly impaired by the evaluator/faculty relationship, the faculty member may provide justification and request that an alternative evaluator be appointed by the Dean or Vice President for Academic Affairs for the purpose of planning and implementing activities to improve performances.
3. In the event a faculty member, whose appraisal indicates "Improvement Needed" refuses to work with either the evaluator or an alternate to develop a performance improvement plan, the evaluator shall proceed to adverse action procedures, citing the reasons for doing so.
4. It is the faculty member's right to file a grievance if he/she alleges unreasonable requirements in the performance improvement plan.

## ARTICLE XI - FACULTY CLASSIFICATION PROCEDURES

This Classification is used for the hiring and promotional process for faculty.

### A. CLASSIFICATION PROCEDURES

The Classification Procedures, that is, the steps used in classifying faculty at the College, include:

1. The applicant ensures that his/her complete application is on file with the Human Resources Administrator.
2. The Human Resources Administrator compares an applicant's qualifications to the minimum qualifications for faculty ranks, as described in the "Faculty Job Specifications," using the following conventions:
  - a. Degrees must have been earned at accredited or recognized American or foreign colleges and universities.

An accredited college or university is one which is included in the Accredited Institutions of Postsecondary Education published annually by the American Council on Education and distributed by MacMillan Publishing Company.

A recognized college or university is one whose diplomas are accepted as a basis for advanced placement and/or admission to graduate studies at an accredited American college or university (e.g., Guam Community College, University of Guam).

### B. RANK QUALIFICATION AND/OR STEP PLACEMENT

All teaching and/or technical experience to be credited for rank qualification and/or step placement purposes must meet all of the following criteria:

1. Experience must have been acquired after 16 years of age.
2. Experience must be verifiable; that is, a faculty member may be required to obtain written verification of prior teaching and/or technical experience upon the request of the College.
3. At least fifty percent (50%) of any teaching and/or technical experience must be within the last ten (10) years.
4. Experience, if rated, must be rated as satisfactory (e.g., satisfactory, competent, outstanding, or the equivalent thereof).

### C. YEARS OF TEACHING AND/OR TECHNICAL EXPERIENCE

Years of teaching and/or technical experience directly related to a faculty member's primary teaching field(s) (i.e., the faculty member's "area(s) of specialty") will be credited for rank qualification and step placement on a one (1) year of experience to one (1) year of credit basis.

Years of teaching and/or technical experience in related fields will be credited for rank qualification and step placement on a two (2) years of experience to one (1) year of credit basis.

For any one (1) calendar year, no more than one (1) year of teaching experience and no more than one (1) year of technical experience may be credited for rank qualification or step placement purposes. Years of teaching experience and years of technical experience, both acquired within a single calendar year, may both be credited for rank qualification and step placement purposes.

Career Technical Education shop teaching experience directly related to the faculty member's primary teaching assignment may be counted as either teaching experience or related technical experience for rank qualification purposes.

**D. TEACHING EXPERIENCE**

1. Teaching experience is defined as prior experience at the secondary and/or post-secondary level directly related to the faculty member's primary teaching assignment or related fields and that was gained in a public or private school setting.
2. Teaching experience is defined to include professional work experience of Counselors, Librarians, School Health Counselors, Work Experience Coordinators, and other professional non-teaching faculty that was gained in a public or private school setting.
3. No teaching experience will be credited for rank qualification purposes at the Associate Professor level and above if the faculty member has been inactive in teaching for a period of five (5) or more years immediately preceding his/her date of employment at the College.

**E. TECHNICAL EXPERIENCE**

1. Technical experience is defined as prior work experience that is directly related to the faculty member's primary teaching assignment or that is in related fields.
2. No technical experience will be credited for rank qualification purposes at the Associate Professor level and above if the faculty member has been inactive in the technical field for a period of five (5) or more years immediately preceding his/her date of employment at the College.

**F. PAY RANGE ASSIGNMENT**

Pay range assignment (i.e., vertical placement) will be determined by the rank assigned to the faculty member.

**G. PLACEMENT ON A HIGHER SALARY RANGE (RECLASSIFICATION)**

Placement on a higher salary range, as a result of reclassification or promotion, shall be made vertically on a "step-to-step" basis. This means that a faculty member will be assigned to the same step in the higher range as he/she was assigned to in the lower range. (Board Policy 425)

**H. PLACEMENT ON A HIGHER SALARY RANGE (PROMOTION)**

Placement on a higher salary range, as a result of promotion, shall be independent of the salary increment "waiting period" provision and does not affect the salary increment anniversary date.

**I. FACULTY WITH LICENSES OR CREDENTIALS**

Faculty who possess (or acquire) a professional certification following the criteria described below will be recognized in the faculty performance evaluation.

1. Professional Certifications published in the current edition of "The Guide to National Professional Certification Programs" (available at the Human Resources Office) classified as either Competency-based or Curriculum-based types of certification will be used to determine this provision. National, state, or local licensing board certification within a discipline or related area shall also be recognized. Other certification guides or directories may be considered for approval by the Faculty Evaluation/Job Specifications Committee.
2. The exceptions to this provision are for licenses and certifications that are required for employment.

## ARTICLE XII - LEAVE

### A. DEFINITIONS

1. Leave Year - For academic year faculty members, "Leave Year" means the period from the beginning of the first (1<sup>st</sup>) full pay period of the academic year to the beginning of the first (1<sup>st</sup>) full pay period of the following academic year.
2. Immediate Family - As used in this Agreement with respect to leaves, immediate family is defined as the employee's spouse, common-law co-habitants, mother, father, grandparents, guardian, children, sister, brother, mother-in-law, father-in-law. Step and adoptive parents/children/grandchildren, wards, foster children, and In-Loco Parentis, would also be considered "Immediate Family."

### B. SICK LEAVE

1. Purposes For Which Allowed  
Sick leave may be used when the faculty member:
  - a. Is incapable of performing duties because of sickness, injury, or confinement for childbirth.
  - b. Receives a medical, dental, or optical examination or treatment or for any mental examination, counseling, or treatment.
  - c. Has, or has been exposed to, a contagious disease that would jeopardize the health of others by his/her presence at the work site.
  - d. Has a member of his/her immediate family who is seriously ill. Up to the time allotted under the Family and Medical Leave Act (FMLA) or by law may be granted for this purpose each leave year. An additional day may be allowed when the illness is off-island, provided the employee utilizes the additional day for travel off-island in connection with said illness.
  - e. Has a sick child who requires the care of the parent or legal guardian. Six (6) days may be allowed for this purpose which are in addition to the number of days authorized in B.1.d above.
  - f. Has a member of the immediate family whose death has occurred off-island. The faculty member may be granted three (3) days chargeable to sick leave if the faculty member is to travel off-island to attend funeral services. See also: D.3.d.
2. Accrual  
All full-time faculty members shall accrue sick leave at the rate of four (4) hours for each biweekly pay period in which they are on full pay status for the entire ten (10) days; otherwise there shall be no accrual for that period. A faculty member on full pay status for the entire year accrues one hundred and four (104) hours or thirteen (13) days.

For the purpose of this section, all full-time faculty members shall be deemed to be employed on the same two thousand and eighty (2080) hour year as other permanent positions in the government even though faculty members may be paid in accordance with a different payroll system. Therefore, faculty members shall accrue thirteen (13) days sick leave per duty (academic) year if they are on full pay status for the entire duty year, notwithstanding the fact that the academic year ends prior to the completion of the leave year.

3. Carry Over  
Sick leave may be accumulated and carried over to succeeding leave years without limitation. Sick leave accrued for service with Guam Community College and other Government of Guam agencies is vested in the faculty member and shall remain vested while such faculty member is



employed by the Government. Sick leave accrued and unused at the time of separation from Government of Guam service shall be restored to the faculty member's credit if that faculty member returns to Government of Guam service.

4. Certification

A faculty member shall be required to furnish certification by a licensed physician or other evidence administratively acceptable for any of the following requests for use of sick leave:

- a. Personal illness, injury, medical condition, or quarantine due to his/her own or another's illness of four (4) or more consecutive days.
- b. Serious illness of a member of the immediate family, B.1.d of this Article.
- c. Personal illness requiring use of advance sick leave, B.7.d of this Article.
- d. Request for any additional leave for childbirth purposes over the twenty (20) days maternity leave granted for childbirth.
- e. Personal illness occurring after four (4) weeks following childbirth which, in effect, extends the maternity leave allowed under C.1 of this Article. See Return to Duty provisions in C.1.d of this Article.
- f. Where a faculty member's pattern of use of sick leave indicates a possible misuse of sick leave, the Dean may require that all future absences of the faculty member due to illness be supported by a medical certificate or other evidence administratively acceptable, provided that the faculty member is so notified in advance, in writing, of this requirement.
- g. Leave due to illness for an extended period even when such leave is without pay.
- h. If the required certification or other evidence administratively acceptable is not furnished, all absences which would have been covered by such documentation shall be charged to leave without pay until such documentation is furnished. The required documentation shall be furnished no later than the pay period following the one in which the absence in question occurred.

5. Special Certification

The College may request a physical or medical examination at the College's expense to determine the ability of the faculty member to return to normal duties.

6. Notification of Intent to Use

The faculty member must make every effort to give as much advance notice as possible of intent to use sick leave, preferably at least one (1) day in advance. See also: Article XVII.D, XIX.D, and XXI.D Faculty Absences.

7. Special Provisions

- a. For secondary and non-instructional faculty, when absent for an entire duty day, the faculty shall be charged eight (8) hours of leave. When absent for less than an entire duty day, leave shall be charged in increments of one (1) hour blocks.
- b. For post-secondary instructional faculty, when absent on leave for an entire duty day, the faculty shall be charged eight (8) hours of leave. When absent on leave for less than an entire duty day faculty shall be charged leave in increments of four (4) hour blocks.
- c. Sick leave with pay may be allowed during leaves of absence or vacation, provided, however, that any sick leave taken while on vacation must be supported by a certificate issued by a licensed physician or other evidence administratively acceptable to the supervisor. No faculty member shall be allowed to undertake gainful employment while on sick leave status.
- d. Advanced sick leave up to a total of thirteen (13) days may be granted by the Dean.

If an faculty member is separated from the College without having earned all of the sick leave granted in advance, there shall be deducted from any money due him/her at the time of separation an amount equal to his/her salary for the period of unearned sick leave allowed and taken.

- e. Additional advance sick leave with pay may be allowed for an faculty member upon the recommendation of the College President and approval by the Board.
- f. An active, faculty member may participate in the Government of Guam Leave Sharing Program.
- g. Falsification of an illness or medical condition report shall be considered sufficient cause for adverse action, including dismissal from the service of the College for repeated offenses.
- h. Except as provided in Title 4 GCA, Chapter 7, which allows payment of accrued sick leave to the faculty member's beneficiary upon his/her death, no person who leaves the service of the College may receive cash payment for sick leave accrued at the time he/she leaves the College.

### **C. MATERNITY/PATERNITY LEAVE**

#### **1. Maternity Leave**

##### **a. When Granted**

Maternity leave shall be granted to a female faculty member occupying a permanent position who is absent from work as a result of childbirth or adoption. Such maternity leave shall not exceed twenty (20) days encompassing the date of childbirth or adoption. Any additional leave taken for such childbirth or adoption purpose may be charged against accumulated sick leave or may be unpaid leave, at the option of the faculty member. Total leave, whether maternity, sick or unpaid leave, shall not exceed six (6) months without approval of the faculty member's supervisor.

A faculty member may be granted maternity leave in advance of childbirth or adoption provided the amount of maternity leave granted in advance of childbirth does not exceed twenty (20) days and provided that said twenty (20) days encompass date of childbirth. The request for maternity leave in advance of childbirth or adoption must indicate on the leave request form the anticipated date of childbirth or adoption. Should the total leave taken by the faculty member preceding childbirth or adoption exceed the twenty (20) days maternity leave granted in advance of childbirth or adoption, the excess leave shall be charged against the faculty member's sick leave credit. This leave adjustment shall be entered in the faculty member's payroll records.

When childbirth or adoption occurs outside of duty hours, the counting of the twenty (20) days maternity leave shall commence the day following the date of birth, provided the employee has not been granted, in whole or in part, maternity leave in advance of childbirth or adoption.

For the counting of maternity leave, days counted shall be Monday through Friday duty and non-duty days except for holidays observed by the Government of Guam.

##### **b. Use of Sick Leave**

A faculty member may be granted additional leave of absence for pregnancy complications, medical examinations or for other childbirth or adoption purposes. Said additional leave shall be charged to the faculty member's sick leave credit, if any. The faculty member may be granted up to thirteen (13) days advance sick leave provided the faculty member specifically applies for advance sick leave. However, the reimbursement provision of B.7.d. of this Article is also applicable in this case.

If the faculty member has exhausted her sick leave (including advanced sick leave or shared leave, if she chooses to request advanced sick leave or shared leave), then the additional leave taken shall be leave without pay.

c. Advance Notice

At least two (2) months in advance, a pregnant faculty member or adoptive mother shall notify her supervisor, in writing, of her intention to request leave. The notice shall include the type of leave, approximate dates and anticipated duration so as to allow sufficient time to recruit a replacement or make staffing adjustments as may be necessary for work to be done during the faculty member's absence.

d. Return to Duty

A faculty member on leave of absence due to childbirth or adoption is expected to return to duty no later than the beginning of the fifth (5<sup>th</sup>) week after date of childbirth or adoption. A faculty member who is not able to do so due to personal illness and utilizes sick leave for the extended absence must provide a physician's certification or other evidence administratively acceptable. This documentation must also indicate the expected date of faculty member's return to duty.

e. Paternity Leave

Paternity leave shall be granted to a male faculty member occupying a permanent position upon the birth or adoption of his child or children. Such paternity leave shall not exceed twenty (20) days of paid leave and must encompass the date of childbirth or adoption. Any additional leave taken for such purpose may be charged against accumulated sick leave, or may be unpaid leave at the option of the faculty member. Total leave, whether paternity, sick or unpaid leave shall not exceed six months without approval of the faculty member's supervisor.

For the counting of paternity leave, days counted shall be Monday through Friday duty and non-duty days except for holidays observed by the Government of Guam.

If use of other leave as extended absence is sought for the purpose of providing a period of adjustment or for making arrangements for the care of the child, said extended absence shall be charged to personal leave or leave without pay.

#### **D. ADMINISTRATIVE LEAVE**

1. Definition

Administrative leave is an authorized absence from duty without loss of pay and without charge to leave credit. Administrative leave, except in emergency situations, must be authorized before it may be taken.

2. Notification of Intent to Use

The faculty member should provide as much advance notice as possible of intent to use administrative leave, preferably at least two days.

3. Purposes For Which Allowed

a. Authorized attendance at meetings, conferences, or projects conducted off-campus, on or off-island. Consideration will be given to such factors as costs involved, availability of funds, relevance of the topics of said meetings, conferences, or projects to the faculty member's assignment and/or the College's goals and objectives, and the desirability of College representation at such events. Expenses authorized in connection with attendance at such activities shall be made according to the following guidelines:

(1) When the College sends the faculty member as its official representative at such a meeting, conference or project, the College shall pay the faculty member's salary and related costs such as transportation, per diem allowance, and other allowable expenses.

(2) When the faculty member is granted approval to attend such a meeting, conference or project but not as an official representative of the College, the College may pay only the faculty member's regular salary. This would include faculty members attending such

activities on their own personal behalf or as official representatives of boards and commissions of government agencies outside the College.

- b. Jury duty, provided that all compensation earned for such jury service, except allowance for travel, must be paid to the College in accordance with Section 4119, Title V of the Government Code. A faculty member called for jury duty is required to show the jury duty call notification to his/her Dean or supervisor.

In order for the faculty member to be granted administrative leave and thereby receive full salary for jury service, said faculty member must agree to a waiver for jury pay. In such a case, the faculty member signs the waiver at the court and brings a copy of it to his/her supervisor for use for payroll purposes.

If the faculty member chooses not to waive jury service compensation, the faculty member must sign for leave without pay for the duration of such jury service.

A faculty member on administrative leave status for jury service is required to return immediately to his/her regular job on those days or portions thereof in which the faculty member is excused from jury duty by the court.

- c. Military training leave shall be granted faculty member who is a member of Guam National Guard or a Reserve Component of the U.S. Armed Forces. Said military training leave shall be with pay and shall not be charged to the faculty member's leave credit. Such faculty members shall be entitled with pay while performing such duty not to exceed fifteen (15) working days per fiscal year and to the extent not used in a fiscal year, accumulates in the succeeding year until it totals fifteen (15) days at the beginning of the fiscal year.

The faculty member requesting military training leave must complete the official leave application form and submit it to his/her supervisor together with a copy of the orders or other official document which places said faculty member on military training.

- d. Bereavement for death of a member of the immediate family not to exceed three (3) days per occurrence. If the death occurred off-island, three (3) additional days of administrative leave may be granted and five (5) additional days, chargeable to sick leave, may also be granted, provided the faculty member utilizes the additional days for travel to attend funeral services. The faculty member shall be allowed options in the use of bereavement leave in any manner which best satisfies his/her needs, provided said leave is taken within any ten (10) days encompassing the date of the funeral if on-island, and within any fifteen (15) days if the funeral is off-island. See also: A.1.f. of this Article
- e. Unusual weather or emergency conditions or other situations for which the Governor directed all government offices to be closed. Administrative leave also includes release of College faculty members for emergency situations affecting only the College. The granting of administrative leave to the faculty members of the College shall be administered as follows:
  - (1) In the event of typhoon, emergency conditions or other situations, faculty members who were on duty and were released early shall be entitled to administrative leave for that day or a portion thereof. Those on leave on that day shall be retained in leave status.
  - (2) In the event of typhoon, emergency conditions or other situations, faculty members who reported to duty, including those who suspended their leave, to carry out precautionary measures shall be entitled to administrative leave for the duration of the closing of the College. Those who did not report to duty and were not on leave status shall not be entitled to administrative leave for the period involved. Those on leave and did not report to duty shall be retained in leave status.

- (3) In the event of an announced closing of the College prior to the start of a work day and where it was also announced that faculty members are not to report for duty at all, all faculty members shall be entitled to administrative leave, including those on leave status.
- f. Appearance as a witness in a judicial proceeding under official order in which the faculty member is not a party in interest.
- g. Personal leave for nine (9) month academic faculty members, not to exceed three (3) days per leave year. Personal leave may be used for any purpose. Up to (2) two days of unused personal leave during the leave year will be compensated in increments of eight (8) hours at the end of the Spring semester. Personal leave shall not be used during the first and last week of the academic year without the written approval of the Dean.
- h. Twelve (12) month academic faculty members will continue to enjoy the same personal leave provisions provided to staff and administrators.

#### **E. INCAPACITATION LEAVE**

##### **1. Definition**

Incapacitation leave is leave granted to a faculty member who suffers an on-the-job injury, subject to the conditions listed below.

##### **2. Worker's Compensation Commission**

Faculty members who acquire occupational diseases or sustain on-the-job injuries are subject to the Worker's Compensation Act of the Government of Guam. Deans of injured faculty members must comply with the reporting requirements, rules and procedures of the Worker's Compensation Commission (WCC). Reports which must be in connection with each injury include the following:

GWC -101 Request for Examination and/or Treatment Employer's Report  
 GWC -201 Employee's Report  
 GWC -202 Employer's Report

The above forms will provide Worker's Compensation Commission with all pertinent required information for proper processing of work injury claims.

The Human Resources Administrator is responsible for coordinating all worker's compensation cases, including giving assistance to the faculty member and Dean with WCC's reporting requirements, rules and procedures.

##### **3. Pay Status**

A faculty member who suffers an on-the-job injury shall be carried in full pay status without sick leave or other leaves until his/her personal physician certifies that the faculty member is fit for duty. Absence from duty for medical treatment of an on-the-job injury shall be granted with pay without charge to sick leave or other leaves.

##### **4. Part-Time Duty**

A full-time faculty member who is able to work on part-time light duty while recuperating from an on-the-job-injury will receive full pay without charge to leave for hours not worked. The faculty member must present a statement of incapacitation to perform full-time duty from his/her physician to be eligible for the leave on a part-time basis.

##### **5. Special Examination**

The College may require examinations of the faculty member by other physicians without cost to the faculty member or his/her insurance in order to determine whether the faculty member is entitled to continue receiving benefits under these provisions. Refusal by the faculty member to allow additional examinations is a basis for revoking incapacitation leave.

6. Limitation

In any case where a faculty member is injured as a result of his/her proven gross or wanton negligence, the benefits of incapacitation leave shall not apply.

**F. LEAVE WITHOUT PAY**

1. Allowable Purposes

Leave without pay may be granted at the discretion of the Dean and with the approval of the College President for a variety of reasons including, but not limited to, the following:

- a. Education leave provided the course of study or program is approved by the College President in advance. Initial leave and subsequent renewals are granted in units of one academic year. Lesser units are discouraged but may be considered subject to availability of qualified replacements, feasibility of reinstatement upon return from leave, disruption of classroom instruction and/or other College activities in mid-year, and other relevant considerations. Application for renewal of education leave must be accompanied by the individual's college transcript of credits and/or other records for the academic year just completed.
- b. Recovery from illness or disability not of a permanent or disqualifying nature, provided such illness or disability is certified by a physician.
- c. Military duty in excess of fifteen (15) days in one fiscal year, provided the faculty member furnishes substantiating documentation of the requirement for additional military duty.
- d. Matrimony.
- e. Other reasons which in the opinion of the College President are to the mutual benefit of the faculty member and the College; or would bring credit to the faculty member, the College, or both; or would enhance the mission of the College; and which would not jeopardize its programs or create hardships to the students. Some examples are listed below.

- (1) Community Service Leave: Community service leave may be granted to a College faculty member for one (1) academic year or calendar year for the purpose of providing service to the community, either to another government agency or to a private institution. Leave extension may be granted at the discretion of the College President.

Such a service rendered outside the College which utilizes unique expertise or service of a faculty member which is made available by the granting of leave by the College is recognized as a valid part of the College's service to the community under the Standards for Accreditation.

- (2) Special Project Leave: Leave may be granted to a College faculty member for one academic year or one calendar year to participate in a special project or research in his/her field, or to enter employment in the private industry to update one's knowledge and skills in the latest technological development in his/her field. Leave extension may be granted at the discretion of the College President. Faculty participation and/or engagement in professional development special projects or other self-initiated programs is encouraged by the College as such programs are consistent with the Standards for Accreditation.

When an faculty member returns from a community leave or a special project leave, he/she shall be entitled to a class of position and salary step equal to the position and salary step held at the time immediately prior to taking leave.

The period of leave taken shall count for purpose of salary increment but not for service time required for promotion, unless the project or endeavor, in and of itself, fulfills a specific criteria required for a promotion.

Other benefits of employment such as life, medical, dental insurance coverage, retirement coverage, etc. normally granted to regular active duty faculty member may be retained by the faculty member while on leave, provided that the faculty member pays all costs, both faculty member's and employer's shares, and provided that such arrangement meets the regulations of the administering authorities outside the College.

2. Limitation

Leave without pay is not granted as a matter of right of the faculty member but as a matter of discretion on the part of the supervisor with the approval of the College President, except in the case of:

- a. A disabled veteran who is entitled to leave without pay, if necessary, for medical treatment; and
- b. Members of the Guam National Guard and Reserve Components of the United States Armed Forces who are entitled to leave without pay, if necessary, to perform military training and/or duties.

3. Considerations

The cost factor and administrative and instructional inconveniences to the College and its students are taken into consideration when evaluating requests for leave without pay. These factors include, but are not limited to, the following:

- a. Encumbrance of the position which precludes the College from filling the position through other than limited-term appointment which limits the field of applicants only to those who are available and willing to accept temporary employment.
- b. Loss of services or continuity of services which may be badly needed by the College. The final consideration is the impact this action will have on the instructional program.
- c. Obligation of the College to provide employment to the faculty member upon expiration of the leave.
- d. Improvement on the part of the faculty member which will benefit the College.

4. Reinstatement

A faculty member returning at the expiration of any of the above leave of absence without pay shall be entitled to reinstatement to a class of position and salary equal to the position and salary step held prior to taking leave. Every effort will be made to return the faculty member to his/her former division or work site, but the College cannot guarantee that this will be done.

A faculty member who terminates a leave of absence prior to its expiration is not entitled to reinstatement during the unexpired term of the leave. The College, however, will make every effort to accommodate the faculty member but the College is entirely free of any reinstatement obligation to the faculty member for the unexpired term of the leave.

**G. SABBATICAL LEAVE**

Faculty members shall have the right to apply for sabbatical leave as defined in Title 4 GCA, Chapter 4, Section 4110. Refer to Article IX.C. (Professional Development Initiatives).

## ARTICLE XIII - GRIEVANCE PROCEDURE

For the purpose of this procedure, a grievance is defined as an employee problem which arises concerning working conditions and working relationships which are outside his or her control and/or may be a violation of this Agreement, including:

1. Appeals from adverse disciplinary action not covered by paramount law or regulation, or
2. Misapplication or violation of:
  - = this Agreement, or
  - = GCC Academic Personnel Rules and Regulations, or
  - = other Board policies.
3. Failure to respond within time limits at any step

The declared objectives of all parties involved in a grievance are to encourage the prompt and informal resolution of such grievance and to provide recourse through orderly procedures. The parties agree that this is the exclusive procedure for the internal resolution of grievances. For the purpose of processing and adjusting a grievance, management recognizes each faculty member's right to representation by the Union.

### A. STEP ONE (DISCUSSION WITH DEAN)

Within ten (10) duty days of the faculty member becoming aware of the act or condition which is the basis for grievance, the faculty member and/or a Union representative shall meet with the Dean to attempt to resolve the complaint. Faculty are encouraged to resolve grievances in good faith through ongoing discussion with their division Dean without resort to a written grievance whenever possible. Should resolution not be achieved through these discussions, then the faculty member may move to Step Two.

### B. STEP TWO (APPEAL TO DEAN)

In the event the grievance is not resolved through ongoing discussion with the Dean in Step One, the faculty member shall submit the grievance, in writing, to his/her Dean within seven (7) duty days of the meeting with his/her Dean (as described in Step One) to discuss the act or condition which is the basis for the grievance.

The written grievance shall include:

1. Statement of the grievance
2. Statement of facts pertaining to the grievance
3. Specific provision(s) the grievant cites as being violated
4. Remedy sought, and
5. Date(s) informal adjustment was attempted.

The Dean shall communicate a decision, in writing, to the grievant, with a copy to the Local via the Union President, within seven (7) duty days of receiving the grievance.

### C. STEP THREE (APPEAL TO THE COLLEGE PRESIDENT)

If the grievant fails to receive a response within the time limit set forth in Step Two, he/she may appeal to the College President within seven (7) duty days or, if the response of the Dean does not



resolve the grievance, the grievant may appeal to the College President within seven (7) duty days of receiving the response.

The appeal shall include:

1. Copy of the written grievance as described in Step Two
2. Copy of the decision rendered at Step Two
3. Statement of the reason(s) for the appeal, and
4. Names of the two (2) faculty members selected by the grievant for Step Four Hearing Committee.

Within seven (7) duty days after the College President receives the appeal, he/she shall either settle the grievance to the satisfaction of the grievant or refer the grievance to the Hearing Committee. The College President shall communicate the terms of the settlement or the referral of the grievance to the Hearing Committee in writing to the parties to the grievance with a copy to the Local via the Union President.

#### **D. STEP FOUR (REFERRAL TO HEARING COMMITTEE)**

The Hearing Committee shall be appointed by the College President for each grievance case and shall be composed of two (2) faculty members selected by the grievant, two (2) members of the administrative/supervisory level from a different division or unit, and a fifth member to be selected by the other four. The members of the Hearing Committee shall elect a chairperson from among their number.

The Hearing Committee shall meet within seven (7) duty days after receiving a grievance from the College President. The Hearing Committee will render a written decision on the grievance as soon as practicable.

The written decision shall include:

1. Statement of the problem
2. Findings of facts
3. Policies and procedures, and
4. Its ruling specific to the issue of the grievance

The written decision of the Hearing Committee shall be considered an official decision when it bears the signatures of at least four (4) members of the Hearing Committee. Should the committee be unable to reach a decision, the appeal shall be returned to the President. Prior to the President reaching his or her decision, should the occasion arise, the President or the Union may request a hearing to be chaired by a mediator who is agreed upon by both the President and the Union. Should a mediator be necessary, the timeline for a final decision may be affected and then be reasonably adjusted.

Copies of the decision will be delivered to the parties to the grievance, with a copy to the Local via the Union President, within two (2) duty days of the closing of the hearing. Should the decision not be accepted by either party, they may appeal the decision of the Hearing Committee to the Board. If the decision of the Hearing Committee is accepted by both parties to the grievance, the decision shall be implemented and the matter closed.

#### **E. STEP FIVE (APPEAL TO BOARD)**

An appeal shall be submitted in writing to the Board Chairperson within seven (7) duty days of receiving the decision of the Hearing Committee.

The appeal shall include:

1. Copy of the written grievance as described in Step Two
2. Copy of the decisions rendered at Steps Two, Three, and Four
3. Statement of the reasons for the appeal, and
4. State whether the appellant desires a formal or an informal hearing.

The Board shall acknowledge the receipt of the appeal at the next regularly scheduled meeting following the filing of the appeal provided that said appeal is filed no less than seven (7) duty days before the Board's regularly scheduled meeting. The Board shall schedule and conduct a hearing within fifteen (15) duty days of that Board meeting.

A formal hearing shall be conducted in accordance with the Rules of Procedure and Evidence in Appeal Hearings adopted October 29, 1986 by the Board.

The decision of the Board shall be final and shall be communicated to the appellant and the Local, via the Union President, within seven (7) duty days following the hearing of the Board. The decision shall be implemented by the College President as soon as possible but in no case later than fifteen (15) duty days after the decision by the Board.

#### **F. GENERAL PROVISIONS**

1. The Union President must be notified of all grievances. The Union shall be notified of any adjustment(s) made to resolve a grievance.
2. The time limits may be extended only by mutual written agreement between the grievant and respondent stipulating new dates; except that the time limits in this procedure shall be extended for those grievants who are off-island or incapacitated for medical reasons for a period of time after the grievant returns not to exceed the total number of days allowed for the particular step the grievant was in before the absence.
3. Failure at any step of this procedure to communicate a decision within the specified time limits permits the grievant to proceed to the next step.
4. Any written decision or written answer to an appeal made at any step which is not appealed to the succeeding step within the time limits provided shall be considered a final settlement of that grievance.
5. All papers filed in accordance with the grievance procedure shall be hand carried during working hours to the designated recipients and receipted and dated at the location with a receipt for delivery for the originator. Time limits shall commence to run on the day of delivery.
6. At any step of the grievance procedure either party shall have the right to call witnesses.
7. If the grievance is not resolved by the last day of the semester, the procedure shall be suspended until the grievant's next duty day unless the grievant gives notice in writing that the procedure shall continue.
8. When an appeal is submitted at Step Five, there shall be no ex parte communication between the College President, the Union, or the grievant and any member of the Board.

9. The Union or its representative(s) may file a grievance where the violation alleged is one of Union rights or an alleged violation against a group of Bargaining Unit members.
10. The grievant may withdraw his/her grievance at any point in this procedure.

## **ARTICLE XIV - COUNSELING (INFORMAL/FORMAL), DISCIPLINARY, AND ADVERSE ACTION PROCESS**

### **A. INTENT**

The intent of this Article is to ensure that unacceptable conduct and performance issues are addressed promptly and appropriately. The parties agree that every effort should be made to informally resolve problems relating to work performance of faculty members.

Furthermore, this Article sets forth the guidelines and procedures by which to informally through counseling and/or formally through disciplinary action address improper behavior and poor performance. Adverse action may be taken by the College President to suspend, demote, and dismiss faculty.

### **B. DEFINITIONS**

These definitions apply only to Article XIV.

1. Adverse Action – action taken by the College President in the form of suspension, demotion, or dismissal.
2. Counseling – an informal meeting between the Dean and the faculty member to discuss work performance on an issue that might lead to disciplinary and/or adverse action.
3. Counting of Days – Time limits shall commence to run on the day following the date of the act, event, or delivery. When the tenth (10th) day falls on a non-duty day, the following duty day shall be the tenth (10<sup>th</sup>) day.
4. Days – as used in this procedure refers to calendar days unless otherwise specified.
5. Dean – For purposes of this Article, no Adverse Action, Letter of Reprimand, or Letter of Warning may be delegated to any other administrator or supervisor.
6. Demotion – the reduction of a faculty member for disciplinary reasons from a position which he/she occupies in a specific class to a position in another class where the maximum rate of pay is less than the maximum rate of pay for the class which he/she held or a reduction to a lower salary step in the same class.
7. Disciplinary Action – action taken by a Dean in the form of a warning, admonition or reprimand; these disciplinary actions do not fall under the adverse action definition. As a result, adverse action procedures do not apply in the case of a warning, admonition or reprimand. This form of penalty is included to provide flexibility in administering disciplinary action for a first offense in certain types of actions.
8. Dismissal – the termination for cause of a faculty member from his/her position in accordance with the law and this Agreement.
9. Duty Day – Monday through Friday except school holidays and emergency school closing days declared prior to the start of the school day.
10. Gross – serious, criminal, or egregious
11. Official Personnel File – the file maintained by the Human Resources Administrator for each faculty member.
12. Oral warning – a spoken admonition. An oral warning shall precede a formal letter of reprimand depending on the infraction.
13. Reprimand – a formal written admonition of a faculty member.
14. Substantiated misconduct – Behavior outside the bounds of what is considered acceptable that is supported or established by evidence or proof.
15. Suspension – either the temporary removal of a faculty member from his/her position with loss of pay as a disciplinary measure or his/her removal preliminary to investigation of charges pending adverse action. A faculty member cleared of charges shall be reinstated without loss of pay or other benefits. A faculty member may be suspended for not more than thirty (30) days as a result of a single adverse action or not more than sixty (60) days as a result of multiple adverse actions in a calendar year.
16. Warning – a written admonition of a faculty member. A warning usually precedes a formal reprimand, depending on the infraction.

17. Working File – the file maintained by the Dean for each faculty member in their school for the purpose of evaluation, counseling, discipline, and/or adverse action of the faculty member.

#### **C. COUNSELING PROCEDURE (INFORMAL PROCEDURE)**

1. Informal counseling shall take place at the first indication that a perceived problem is affecting a faculty member's performance. In the first counseling session, the Dean shall meet with the faculty member to discuss and clearly identify the faculty member's work performance/misconduct to the extent that the faculty member understands the work performance/misconduct for which the informal counseling is taking place. This counseling session may be arranged by telephone, email, or in person with the faculty member to discuss the issue and make suggestions for improvement. A Union representative may be present if the faculty member wishes. The Dean may document that the meeting occurred.
2. If applicable, during this counseling session the Dean shall ensure that the faculty member understands that the discussion is an oral warning. The Dean may warn the faculty member of future potential consequences, and shall jointly identify a timeline for improvement. If a record is made of this counseling for future reference, a copy shall be provided to the faculty member.
3. After the timeline for improvement indicated in the first informal counseling session has passed and the problem continues to persist, the Dean may request a second counseling session with the faculty. For this session, a written one (1) day notice of the meeting will be given to the faculty member. Such notice shall indicate the reason for the meeting and that the faculty member may be accompanied by a Union representative. During this counseling session the Dean will give the faculty member a written description of what is to be improved and a time limit for the improvement to be made. This meeting will be documented and a copy shall be provided to the faculty member and shall not be made a part of the faculty member's Official Personnel File.
4. If after the prescribed time limit from the second (2<sup>nd</sup>) counseling has not been met, the Dean may call for a third (3<sup>rd</sup>) counseling session in the same manner as the second (2<sup>nd</sup>), or may choose to move to disciplinary action if warranted.

If a third counseling is chosen, a written description of improvements needed will be given to the faculty member and the faculty member shall be warned that should the time limit not be met, disciplinary action will be taken. This warning shall be documented and a copy provided to the faculty member. If the Dean chooses to take disciplinary action such action shall follow the guidelines listed in D.1-10 of this Article. If any disciplinary action is taken, all documents relevant to this issue shall be made a part of the substantiating documents for use in the disciplinary action procedure.

5. If no further action is taken at this stage, then all documents shall be destroyed immediately.

#### **D. GUIDELINES FOR DISCIPLINARY OFFENSES AND PENALTIES**

1. Disciplinary Action: This is used after counseling has failed or in cases where the issue warrants immediate disciplinary action. The Dean will request a meeting with the faculty member in writing with at least one (1) day notice. Such request will include the reason for the meeting and inform the faculty member that they may be accompanied by a Union representative.
2. At this meeting the Dean will discuss the situation with the faculty member and give the faculty member the opportunity to respond. At the conclusion of this meeting, the Dean may determine whether to issue a Letter of Warning or a Letter of Reprimand if warranted.
3. The Dean shall prepare the Letter of Warning or Letter of Reprimand and serve the letter to the faculty member, where practical, in person.
4. If a Letter of Warning was issued and the problem persists, the Dean will request a meeting with the faculty member in writing with at least one day notice. Such request will include the reason for the meeting and inform the faculty member that they may be accompanied by a Union representative.
5. At this meeting the Dean will discuss the situation with the faculty member and give the faculty member the opportunity to respond. At the conclusion of this meeting, the Dean may determine whether to issue a Letter of Reprimand or may decide to move to adverse action if warranted.

6. If the Dean determines to issue a Letter or Reprimand, he/she shall prepare the Letter of Reprimand and serve the letter to the faculty member, where practical, in person.
7. If the Dean determines to move to adverse action he/she shall follow the process in E.1-11 of this Article.
8. Written disciplinary actions shall be filed in the faculty member's Official Personnel File and may be filed in a Working File. Disciplinary actions shall not remain in either the Official Personnel File or a Working File for more than one (1) year.
9. A faculty member has the right to review both his/her Official Personnel File and his/her Working File.
10. The Official Personnel File and Working Files shall be maintained in a manner that is consistent with the requirements of the Personnel Rules and Regulations for the maintenance of official personnel files.

#### **E. ADVERSE ACTION PROCEDURE**

The adverse action or due process procedure guarantees the protection of individual rights in those matters where the Dean chooses to initiate adverse action proceedings such as dismissal, demotion, or suspension against the faculty member. For the purpose of this article, the term "dismissal" shall not be interpreted to include actions taken by the College President in layoffs, or termination of probationary employee.

##### **1. Authorized Causes for Adverse Action**

A faculty member of the College may be subject to adverse action for misconduct which affects the efficiency of service to the College or of such a nature as to bring discredit to the College or his/her employment. For guidelines on disciplinary offenses and penalties see Appendix G.

The authorized causes for immediate adverse actions are:

- a. Fraud in securing appointment.
- b. Refusal to perform prescribed duties and responsibilities.
- c. Willful disobedience to constituted authorities, or deliberate refusal to carry out any proper order from the Dean having responsibility for the work of the employee; insubordination.
- d. Reporting for duty or being on duty under the influence (impaired) of intoxicants, unauthorized possession of or attempting to bring intoxicants on government premises.
- e. Reporting for duty or being on duty under the influence of a non-prescribed narcotic or illicit drug, or use of same on government property or on duty, or attempting to bring same on government property.
- f. Conviction of a felony or a misdemeanor involving moral turpitude.
- g. Gross misuse of government property; actual or attempted theft of government property or the property of others.
- h. Acts prohibited by law relating to strike against the government.
- i. Gross misconduct, either on or off duty, which is of such a nature that it causes discredit to the College or his/her employment.
- j. Or other substantiated misconduct listed in Appendix G that list the maximum penalty as dismissal for first offense.

The authorized causes for adverse actions after the counseling and/or disciplinary process are:

- k. Repeated failure to perform prescribed duties and responsibilities.

- l. Unauthorized absence.
  - m. Discourteous treatment to the public; disrespectful conduct; use of insulting, abusive, or obscene language to or about other personnel.
  - n. Political activity prohibited by law.
  - o. Repeated misuse of government property.
  - p. Refusal to take and subscribe to any oath or affirmation which is required by law in connection with employment at the Guam Community College.
  - q. Substantiated misconduct, either on or off duty, which is of such a nature that it causes discredit to the College or his/her employment.
  - r. Other substantiated misconduct or behavior which impairs efficiency of service to the College.
  - s. Or other substantiated misconduct listed in Appendix G that does not list the maximum penalty as dismissal for first offense.
2. Notice of Proposed Adverse Action
- The Dean may initiate proposed adverse action to be taken against the faculty member, provided that the faculty member receives written notice either directly by hand or by certified mail with return receipt requested. The Notice of Proposed Adverse Action shall include:
- a. The specific charges preferred against the faculty member;
  - b. A description of the proposed adverse action;
  - c. The documentation forming the basis of the proposed action; and
  - d. A statement of all previous steps taken by the College to resolve the problem.
  - e. Notice of the right to respond.

A faculty member must be given the final notice and statement of the charges prescribed in E.5 of this Article, signed by the College President, no later than sixty (60) days after management knew or should have known the facts or events which form the alleged basis or cause of action.

3. Right to Respond

After receiving the Notice of Proposed Adverse Action from the Dean, the faculty member is entitled to respond to the charges upon which adverse action is proposed by the Dean. The faculty member against whom adverse action is proposed shall be allowed ten (10) days after receipt of the notice to answer the charges, in writing, and to submit affidavits and/or documents in support thereof. In answering, the faculty member may request a conference with the Dean within the same ten (10) days at which time the Dean shall make himself/herself available.

The Dean shall review the written answer and supporting documents submitted by the faculty member, and shall notify the faculty member in writing of his/her decision within ten (10) days after receipt of the faculty member's response to the proposed adverse action as to whether he/she will drop the charges in light of the faculty member's response or whether he/she will continue with the adverse action in spite of the faculty member's answer.

If the faculty member fails to answer the charges during the specified time limit, the faculty member's failure shall be construed as an answer and the Dean may proceed with the action upon expiration of the notice period.

4. Institutional Authority for Adverse Action

The final authority for dismissal, demotion, or suspension of a faculty member rests with the College President. Any adverse action initiated by the Dean is considered a recommendation only.

Any recommended adverse action originating from a Dean must be signed by the Vice President for Academic Affairs and forwarded to the College President for his/her decision, including all documents submitted by the faculty member relating to the case. At his/her discretion, the College President may conduct an inquiry or investigation into the charges and proposed adverse action, including calling a meeting with the faculty member concerned. The College President may decide to uphold, modify, or drop the charges and the proposed adverse action.

5. Final Notice of Adverse Action

A faculty member who is dismissed, demoted, or suspended shall be given written notice of the action by the College President within ten (10) calendar days of the Dean's recommendation that adverse action be taken against the faculty member. The notice shall be dated; state the specific facts found upon which such action is based; inform the faculty member of his/her right to appeal; and inform him/her of the time limit within which an appeal may be submitted as provided in E.6 of this Article.

Copies thereof shall be filed with the Board and Union not later than one (1) duty day following the effective date of the action. In no event may a faculty member be given the notice and statement of the charges required by this Section E.5 after the sixtieth (60th) calendar day after the Dean knew or should have known the facts or events which form the alleged basis for such action. Any action brought by management in violation of this provision is barred and any decision based on such action is void.

Except for extenuating circumstances, the adverse action for suspensions of more than ten (10) days shall not take effect until the appeal to the Board has been completed.

6. Right to Appeal:

The faculty member, within twenty (20) days of the effective date of the action, may appeal to the Board by filing his/her written answer to the charges against him/her. The faculty member or his/her representative shall be given the opportunity to inspect or provide any documents relevant to the action which would be admissible in evidence at the hearing, and to depose, interview or direct written interrogatories to other employees having knowledge of the acts or omissions upon which the adverse action is based.

An appeal shall be submitted in writing to the Board Chairperson.

The appeal shall include:

- a. Basis for the Appeal;
- b. Documentation relevant to the adverse action;
- c. Other relevant and material evidence and names of witnesses.

The Board shall acknowledge the receipt of the appeal at the next regularly scheduled meeting following the filing of the appeal provided that said appeal is filed no less than seven (7) duty days before the Board's regularly scheduled meeting. The Board shall schedule and conduct a hearing within fifteen (15) duty days of that Board meeting.

A formal hearing shall be conducted in accordance with the Rules of Procedure and Evidence in Appeal Hearings adopted October 29, 1986 by the Board. Prior to the Board reaching its decision, should the occasion arise, the Board or the Union may request the hearing be chaired



by a mediator agreed upon by both the Board and the Union. Both parties agree that this request shall be honored. It is recognized that should a mediator be agreed upon the timeline for a final decision may be affected and then be reasonably adjusted.

The decision of the Board shall be final and shall be communicated to the appellant and the Union, via the Union President, within seven (7) duty days following the hearing of the Board of Trustees. The decision shall be implemented by the College President as soon as possible but in no case later than fifteen (15) duty days after the decision by the Board.

The appeal process does not have a delaying or staying effect on the adverse action except as specified in E.5 of this Article. In the case of a faculty member who is suspended or dismissed, the Board may order the faculty member reinstated to active duty pending the appeal.

7. Standards for Making Decisions on Appeal

Upon the hearing of any adverse action appeal, the burden of proof shall be upon the College to show that the action against the faculty member was correct.

8. Suspension During Notice Period

As a rule, a faculty member against whom adverse action is proposed is retained in active duty status during the notice period. However, the faculty member may be immediately suspended by the College President during the notice period under the conditions listed below:

- a. The continued presence of the faculty member may interfere with the efficient operation of the College, or the health or safety of the faculty member or other employees.
- b. Suspension is necessary to preclude the possibility of deliberate damage to equipment, property or important documents.
- c. Other circumstances, including the faculty member's own misconduct or behavior, which create an impediment to the College's ability to comply with the requirement to retain the faculty member on active duty status during the notice period.
- d. Suspension under this section is a separate adverse action and it is appealable to the Board within twenty (20) days of the effective date of the immediate suspension. If the Board sustains the College President's action in suspending the faculty member during the notice period, the number of days of suspension under this section shall be considered part of the final disciplinary penalty and in no case shall the final days of suspension be more than thirty (30) duty days.

9. Leave Pending Investigation

The College President may authorize administrative leave of absence with pay to a faculty member who is the subject of an investigation of criminal act allegation and where the continued presence of said faculty member on the job will hamper the effectiveness of the investigation. The administrative leave granted under this Section E.9 may not exceed twenty (20) duty days. The College President may terminate the administrative leave by giving the faculty member twenty-four (24) hours written notice.

10. Faculty Member's Status During Incarceration

- a. A faculty member who is incarcerated pending disposition of a case by the court may be granted personal leave with pay or leave without pay or a combination thereof. See also Article XII Leave.
- b. Nothing in this rule shall preclude the College President from taking adverse action against the faculty member pending the faculty member's case in the court, during the imprisonment of the faculty member, or upon dismissal of the case by the court, if the faculty member's action or omission violates the College's policies, rules or regulations. The sixty (60) day time

- c. limit in which to notify the faculty member of the charges brought against him/her is also applicable in this situation.
- d. A faculty member who is sentenced to imprisonment by the court for a felony crime committed by the faculty member, regardless of whether the crime is against the College or not, may be dismissed from his/her employment in the College.

11. Attorney Fees

- a. A faculty member whose appeal is upheld by the Board shall have fifty (50%) of all attorney fees both personal and incurred compensated for by the College.

**F. GENERAL INFORMATION**

1. The lists embedded in this Article and Appendix G are not intended to cover every possible type of offense. Penalties for offenses not listed will be prescribed by the College President.
2. Many items listed on this schedule combine several offenses in one statement, connected by the word "OR." Usage of the word "OR" in a charge makes it non-specific. Use only the items which describe the faculty member's actual conduct and leave out parts which do not apply.
3. Penalties for disciplinary offenses will, in general, range from the minimum penalty to the maximum indicated. In unusual circumstances, depending on the gravity of the offense, the past record, and the position of the faculty member, a penalty outside the general range may be imposed. If such a penalty is being considered, the faculty member shall be informed at the time of the notice of proposed adverse action.
4. Suspension penalties apply to duty days and holidays.
5. In as much as a reprimand is not an adverse action under this Agreement, a Dean need not apply the Adverse Action Procedures. The penalty of reprimand is included in Appendix G to provide certain flexibility for management discretion to institute progressive disciplinary action against a faculty member.
6. Reprimands shall not remain in a faculty member's Official Personnel File for more than one (1) year.
7. The Grievance Procedure is available to any faculty member who wishes to challenge a disciplinary action against him/her. However, the challenge does not have a delaying or staying effect on the disciplinary action.
8. A faculty member has the right to review both his/her Official Personnel Files and his/her Working File.
9. Deans shall not correct or criticize a faculty member in the presence of students or other supervisors unless such others are present at the request of the faculty member.
10. Any and all communications under this Article shall be considered personal in nature and all official documents pertaining to or copies of shall be deemed as confidential.

## **ARTICLE XV - FINANCIAL EXIGENCY / REDUCTION IN FORCE**

### **A. INTENT**

The Board recognizes that it is in the best interest of the College to promote stable employment for faculty at the college. The Board also recognizes that the existence of a financial exigency or a need for reduction in force is a serious circumstance. The Board agrees that a reduction in force shall be taken only as the final step of a planned process.

If the College President, with the concurrence of the Board, determines that circumstances exist which could ultimately require laying off faculty, the College President shall initially convene a Financial Exigency Committee or the Faculty Reduction in Force Committee in the case of other circumstances as defined below (Article XV. B.4). The College President is responsible for administering the financial exigency or reduction in force procedures.

### **B. DEFINITIONS**

These definitions shall apply only to Article XV:

1. Demotion – a voluntary change in position to a position with a lower salary.
2. Financial Exigency – a reduction in College expenditures due to a reduction in the College budget that is beyond the control of the College.
3. Layoff – the involuntary termination of employment as a result of reorganization, lack of work, or lack of funds.
4. Other circumstances – instances involving program deletions or cutbacks due to prolonged diminished enrollment or prolonged inability to hire sufficient faculty members in a program, program deletions or cutbacks as a result of well documented changing island needs, and/or the reorganization of degree or curricular offerings or requirements resulting from a change in the mission, academic requirements of the College, or technological changes. Instances such as these involve changes occurring over the course of more than one academic year.
5. Reduction In Force – the laying off of faculty.
6. Reduction in Salary – a reduction in salary without a change in position.
7. Transfer – the lateral movement of a faculty member within the College without any change in position title or salary.
8. Inter-agency transfer – the movement to a different department or agency in the Government of Guam.

### **C. PLANNING FOR FINANCIAL EXIGENCY**

#### **FINANCIAL EXIGENCY COMMITTEE**

The purpose of this Committee will be to determine whether or not a true financial exigency exists. It will also be tasked with finding and recommending solutions to the perceived exigency which may include a recommendation for a College-wide Reduction in Force. Any finding or recommendation identified by the Financial Exigency Committee that includes any provision of Article XV. D. shall not be implemented without the convening of the Reduction in Force Committee with the exception of the following, and using the Alternative Assignment form (Appendix B.3):

1. Reprogramming of College-wide budget, or
2. Shared load between departments and/or programs, or
3. Reassignment to another department and/or program, or

4. Supplement assigned duties with alternative duties, or
5. Transfer within the College: A faculty member may elect to temporarily transfer to another comparable vacant position in the College, where qualified.

The Financial Exigency Committee shall include the following: the Vice President for Academic Affairs, the Business and Finance Vice President, the Human Resources Administrator and Deans, an equal number of faculty members appointed by and including the Faculty Union President, and an equal number of members of the Guam Community College Support Staff Union. The Vice President for Academic Affairs and the Faculty Union President will serve on this Committee as Co-Chairpersons.

Any other committee or body formed to carry out these duties and/or similar functions may be construed to be an attempt to bypass this procedure. However through an assessment process, should it be determined that a program needs to be deleted and/or reduced, the same process used in the Article XV.D.4 and/or E (RIF procedure) shall be used in determining the disposition of the faculty within that program. This process does not require the convening of the Financial Exigency Committee.

#### **D. PLANNING FOR A REDUCTION IN FORCE**

##### **FACULTY REDUCTION IN FORCE COMMITTEE**

If the Financial Exigency Committee recommends that a reduction in force is necessary the College President with the concurrence of the Board may convene a Reduction in Force Committee.

When the College President convenes the Faculty Reduction in Force Committee, the College President shall suspend hiring for all faculty positions in order to ensure that all available alternatives are exhausted. The College President shall ensure that the Committee has the resources necessary to function efficiently and effectively.

The Committee shall include the following persons: the Vice President for Academic Affairs; Deans; the Human Resources Administrator, an equal number of faculty members, appointed by the Union President, to represent the following constituents: non-instructional faculty, post-secondary instructional faculty, and faculty assigned to the secondary programs. By mutual agreement, additional faculty and administrators may be added to the committee, but under all circumstances membership will be equal between administration and faculty.

The Committee shall meet within five (5) duty days of being convened by the College President. The Committee shall be dedicated to achieving consensus when conducting the business of the Committee. The Committee shall review all available alternatives to reduction of faculty, and then, if no alternative exists, the Committee will formulate a Faculty Reduction in Force Plan (Plan) and convey its recommendation(s) to the College President within forty-five (45) calendar days of its being convened. The Committee shall ensure that:

1. The Vice President for Academic Affairs and the Faculty Union President shall serve as Co-Chairpersons and that minutes are kept and made available for review by faculty and administrators.
2. The Plan is based on an appropriate analysis of relevant information, including, but not limited to: program needs, enrollment patterns and projections, efficiency of the program, program staffing requirements, current level of support and future program plans, assessment, and college planning documents.
3. The Plan examines the programmatic needs of the College and that faculty staffing essential to each program has been determined.
4. The Plan does not require lay off of faculty until the alternatives listed below have been considered, and if deemed feasible, attempted:

- a. Shared load between departments and/or programs, or
  - b. Reassignment to another department and/or program, or
  - c. Supplement assigned duties with alternative duties, or
  - d. Demotion: A faculty member may elect to accept a demotion to a position with a lower salary provided funds are available, or
  - e. Reduction in Salary: A faculty member may elect to accept a reduction in salary, or
  - f. Transfer within the College: A faculty member may elect to transfer to another comparable vacant position in the College, or
  - g. Inter-agency Transfer: A faculty member may elect to seek a position outside of the College within the Government of Guam. In this case, such a transfer shall be considered a layoff for the purpose of reinstatement at the College, or
  - h. Early retirement: A faculty member may elect to retire from the College, or
  - i. Involuntary transfers, demotions, or reduction in salary: The College may use involuntary transfers, demotions, or reduction in salary to ensure stable employment for the faculty, or
  - j. In the event of College-wide financial exigency, the reduction of support staff, administrators and administrative functions will also be reviewed and reductions made accordingly, or
  - k. Reprogramming of College-wide budget.
- 5. The Plan identifies the program(s) from which faculty will be laid off.
  - 6. The Plan is reviewed by the Faculty Senate and the College Governing Council and their written comments and/or recommendations are appended to the Plan.

#### **E. IMPLEMENTATION OF THE FACULTY REDUCTION IN FORCE PLAN**

The Committee presents the Plan to the College President. If the College President does not concur with the Plan, then the Plan is returned to the Committee for revision. If the College President concurs with the Faculty Reduction in Force Plan, then the Human Resources Administrator will implement the Plan as follows:

- 1. A copy of the Plan shall be delivered to each faculty member and to the Local via the Union President.
- 2. The Human Resources Administrator shall identify the faculty to be laid off. The criteria for the identification of faculty to be laid off are, in the order of their application, as follows:
  - a. Employment status at the College.  
Faculty shall be laid off in the following order within each program identified in the Plan for a reduction in force:
    - 1<sup>st</sup> – Part-time faculty (adjunct).
    - 2<sup>nd</sup> – Limited-term faculty.
    - 3<sup>rd</sup> – Probationary faculty.
    - 4<sup>th</sup> – Permanent faculty.

- b. Academic rank, performance rating and length of service as a faculty member combined. If after the application of E.2.a. of this Article, no faculty have been identified to be laid off, then a combination of rank, performance rating(s) and length of service based on employment at the College as a faculty member will be used to determine the order in which faculty will be laid off. The faculty member accruing the least number of points shall be laid off first. Points are assigned as follows:

(1) Academic Rank at the College.

Points are assigned for the academic rank held in each of the last three years as follows:

Academic Rank Held	Points
Limited Term	0
Probationary	0
Assistant Instructors	2
Instructors	3
Assistant Professors	5
Associate Professors	6
Professors	7

(2) Performance Rating at the College.

Points are assigned only for each of the three (3) previous years of performance ratings as a permanent faculty member at the College as follows:

- i. Beginning in AY09-10 the following will be used:

Evaluation Level Achieved	Points
Satisfactory	4
Strong	6
Stellar	8
Superb	10

- ii. For Academic years prior to AY09-10 the following will be used:

- (a) Four (4) points shall be allowed for each meets expectations rating.
- (b) Eight (8) points shall be allowed for each exceeds expectations rating.

Special circumstances

- (c) A faculty member, on pay status, who was (is) on sabbatical leave during a performance rating period, shall use the three (3) performance evaluations given prior to the sabbatical leave.
- (d) A faculty member, on pay status, who was (is) serving in a detailed assignment (i.e., Adjunct Associate Dean) during a performance rating period shall use the three performance evaluations given prior to the detailed assignment.
- (e) A faculty member who was (is) serving in a military assignment during a performance rating period shall use the three (3) performance evaluations given prior to the military assignment.
- (f) A faculty member who was (is) on an approved extended absence for reasons not listed above shall receive a performance rating of satisfactory.

iii. For Academic years: AY09-10 through AY11-12, the evaluation points will be a combination of the two (2) calculations. (E.2.b.(2).i and E.2.b.(2).ii) of this Article.

- (a) Length of service at the College.  
Two (2) points shall be allowed for each complete semester of service to the College as a full-time faculty member.
- (b) Should a tie score occur, the faculty member with the earliest date of employment shall be retained. The date of employment for faculty whose employment at the College is discontinuous is their most recent date of employment.

A copy of the list of faculty to be laid off shall be made available at the Human Resources Office upon request.

The Human Resources Administrator is responsible for explaining the layoff procedure to the faculty.

- 3. Faculty who are to be laid off shall be offered a demotion, reduction in salary, or transfer in lieu of layoff, provided any one of these is feasible.
- 4. The College President shall give written notice to faculty who are to be laid off. The content of the notice shall include the following:
  - a. The specific layoff action to be taken.
  - b. The effective date of the action.

(1) For layoff due to financial exigency:

Faculty who are to be laid off will be given written notice of layoffs at least sixty (60) calendar days prior to the effective date of their layoff. Upon receiving notice of layoff, the faculty member shall make proper arrangements to transfer assigned duties.

(2) For layoff due to other circumstances:

Faculty who are to be laid off will be given written notice of layoff one semester (i.e., Fall or Spring semester) prior to the effective date of their layoff. Upon receiving notice of layoff, the faculty member shall make proper arrangements to transfer assigned duties.

- c. The faculty member's retention standing.
- d. The faculty member's right to appeal to the Board.
- 5. A faculty member who is to be laid off shall be retained on pay status with full employee benefits until the effective date of the layoff.
- 6. The Human Resources Administrator shall maintain a complete set of records pertaining to the layoff of a faculty member, including, but not limited to: the pertinent Faculty Reduction in Force Plan and a record of the application of the process detailed in Article XV.E.2. of this Article.
- 7. Hiring may continue for non-affected programs upon completion of the Plan.

#### F. REINSTATEMENT

The Human Resources Administrator shall be responsible for the management of the reinstatement process.

Permanent and probationary faculty members (provided that they have served at least three (3) consecutive months of satisfactory service) who have been laid off shall be placed on the Reinstatement List for a period of four (4) calendar years and may be reinstated by the College. Names shall be placed on the Reinstatement List for the position held at the time of layoff in reverse order of layoff (i.e., last laid off, first reinstated). Permanent faculty who are reinstated shall be reinstated as permanent faculty. Probationary faculty who are reinstated shall be given full credit for the probationary period already served.

Faculty who voluntarily accept either a reduction in salary or a demotion shall retain reinstatement rights to their former salary or position for a period of four (4) years.

The Reinstatement List shall be used before any promotional or employment eligibility list is used. Faculty members reinstated to the same academic rank held at the time of layoff shall be paid at the rate to which he/she is entitled had he/she remained in service, but no credit shall be given toward progressive salary step increases or for promotional purposes for time during which the faculty member was laid off.

If a faculty member is offered reinstatement, his/her name shall be removed from the Reinstatement List if the offer is accepted, rejected, or not acknowledged within five (5) duty days following receipt of the offer. All offers of reinstatement shall be sent by certified mail with in person delivery specified and a return receipt requested.

#### **G. APPEAL OF LAYOFF**

A faculty member who is given written notice of layoff may appeal such notice to the Board within twenty (20) calendar days of receipt of the notice if he/she believes that either a viable alternative exists that was not a part of the Plan or that the layoff procedure has been incorrectly applied.

The appeal must be in writing and must state specifically what other viable alternative exists or which provisions of the layoff procedure were incorrectly applied.

Appeals to the Board shall be heard according to Board Policy 415.



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## SECTION B - SECONDARY

## ARTICLE XVI - SECONDARY FACULTY WORKLOAD

### A. TIME OF SERVICE

#### GENERAL STATEMENT

Faculty are professionals, and as such, they are expected to exercise appropriate discretion in the performance and scheduling of their workload. The Board and the Union recognize portions of the faculty workload, such as preparation duties, may be best performed away from the work site, i.e., at the Learning Resource Center, library, etc.; consequently, whenever their Faculty Load Schedule (Instructional) (Appendix B-1) permits, faculty are free to leave the campus.

Faculty develop workloads in collaboration with their peers in their department, their Department Chairperson, and Dean. Faculty workloads are crafted to ensure that qualified faculty are assigned to meet instructional needs and that faculty are accessible. The Board and the Union recognize the importance of maintaining the integrity of all courses offered by the College. Therefore, faculty shall meet the minimum requirements established in Appendix A, Faculty Job Specifications when assigned a workload. Faculty workloads include instructional and/or other activities described in Appendix A, Faculty Job Specifications Procedures for each faculty rank.

### B. WORKLOAD/RESPONSIBILITIES

The faculty workload is comprised of work assignments scheduled by the College and work assignments scheduled by individual faculty members. Faculty work assignments include those duties and responsibilities described in the Appendix A, Faculty Job Specifications for each faculty rank. A faculty member's workload is described in detail in his/her Faculty Load Schedule (Instructional) (Appendix B-1).

#### Secondary Faculty

##### 1. Work Year:

Work Year for secondary faculty may agree with the Guam Department of Education (GDOE) school year calendar inclusive of make-up days. Certain circumstances may arise that could cause adjustments to the calendar. The school year shall be contained in the Guam Community College Academic Calendar approved by the Board and shall not exceed one hundred eighty-four (184) days.

##### 2. The Job Specification/Evaluation Committee shall convene in the Fall of 2010 to specifically address job specifications for secondary faculty.

##### 3. Secondary Faculty Duties:

Secondary Non-Instructional faculty shall follow the site school hours. Secondary Non-Instructional faculty duties may be found in Appendix A, Faculty Job Specifications.

The Secondary Instructional faculty workload includes five (5) periods of a six (6) period schedule, or three (3) periods out of four (4) periods in the case of a four-by-four block schedule. Overloads in the site school will be compensated at the faculty's hourly rate. Lead Academy teachers in a six (6) period environment shall be provided a one (1) period reduction in teaching workload.

##### 4. There shall be no combined or joining of classes under normal circumstances. It is recognized that regularly scheduled labs and from time to time other circumstances may arise that may cause combining to be necessary.

##### 5. The maximum enrollment permitted in a class is as follows:

- a. For secondary classes, the maximum class enrollment shall be twenty-eight (28) students per class. Class size may be reduced to twenty (20) students for space and safety reasons as per Appendix D.

- b. Secondary faculty shall not be assigned additional duties by the GDOE Administration outside their agreed upon workload in their site school without proper consent from the faculty and their Dean or Associate Dean.
  - c. In the event that a faculty member teaches a split schedule that includes an extended break of three (3) consecutive hours or more during any given day, the College shall reimburse the faculty member for mileage equal to one (1) round-trip distance between the faculty member's work site and residence. The reimbursement will be in accordance to prevailing Government of Guam rate.
  - d. Should the GDOE schedule change, this Section may be modified as per provisions stated in the Preamble of this Agreement.
6. Committee (Article VII, Participatory Governance) Duties:  
Secondary Faculty have three (3) options:
- a. In addition to their full-time regular load, secondary faculty may serve on a committee which will be noted in the faculty member's evaluation.
  - b. Secondary faculty may choose to serve on a committee at their assigned GDOE work location which will be noted in the faculty member's evaluation.
  - c. Secondary faculty also may choose to not serve on any committee. Faculty that choose this option must show extra effort in one area or another as described in Appendix A, Faculty Job Specifications for their rank for Instructional Faculty.

### **C. PLANNING AND EVALUATION**

- 1. Faculty shall implement, within the limits of the resources provided by the College, the curriculum of the College according to standards set and stated by the College in its curriculum documents. Faculty shall summarize their plans to implement curriculum in a course syllabus. A copy of the syllabus shall be provided to the Department Chair.
- 2. Faculty shall:
  - a. Evaluate student work according to curricular standards using evaluation methods described in the course syllabus;
  - b. Provide students with a complete, written, course syllabus, including a summary of course schedule, course content, course requirements, evaluation criteria; contact information, and emergency procedures. The syllabus shall be distributed to the students within a reasonable time.
  - c. Maintain approved class meeting times, duration, and location;
  - d. Make every effort to return graded tests within one (1) week;
  - e. Announce course attendance requirements, consistent with GDOE/Site School rules and regulations.
  - f. Provide attendance and progress reports, quarter grades, semester grades, and final grades for each secondary class. Additionally, emergency lesson plans and grade books shall be submitted to the site school as required by GDOE. A copy of the final grades shall be submitted to the Dean.

- g. Submit data requirements (e.g. student enrollment, SLOs, artifacts) to the Assessment Office or any other appropriate office, when requested.

#### **D. BALANCING WORKLOAD-ALTERNATIVE ASSIGNMENTS**

- 1. Balancing Workload
  - a. In the event that a secondary faculty member gives a timely notice of intent to retire, (i.e. no less than one (1) semester in advance) during the academic year, the faculty member, Department Chair, Dean, and Human Resource Administrator shall have the option to plan and develop an approved alternative assignment.
  - b. Assignments Procedures
    - (1) Should the need arise an alternative assignment will be developed collaboratively by the faculty member, his/her Department Chairperson, and the Dean. Alternative assignments are described in writing and require the mutual written agreement of the faculty member and the appropriate Dean(s).
  - c. Acceptance of an alternative assignment shall not alter the basis for a faculty member's compensation.

## ARTICLE XVII - SECONDARY FACULTY WORKING CONDITIONS

### A. SAFETY CONDITIONS

Employee safety is a primary concern of the College and the Union. The College shall not knowingly require a faculty member to work in unsafe conditions.

1. The College shall ensure that facilities are inspected annually and that facilities conform to nationally recognized standards (such as those promulgated by GOSHA, OSHA, ADA, and the National Safety Council) for ventilation, lighting, noise, and floor space in all facilities.
2. In the event that an unsafe or unhealthy condition exists in the assigned site school classroom, the College's Environmental Health and Safety Administrator will establish a procedure to coordinate with Guam Department of Education (GDOE) Safety Administrator to prioritize and correct any identified unsafe or unhealthy condition in a timely manner.
3. Faculty members who notice any unsafe condition(s) shall remedy, where possible, and/or report the condition(s) immediately to the site administrator, their Department Chairperson, and/or Dean, who will then notify the Environmental Health and Safety Administrator.
4. Should an emergency situation arise that is unsafe for GCC faculty members and/or students, the faculty member shall remove him/herself and students from said environment until such area is deemed safe.
5. Faculty members who sustain occupational injuries or illness shall report all incidents to the Student Support Services Administrator and/or Environmental Health and Safety Administrator within one (1) duty day of the incident. Illness or injuries involving employees shall be reported to the School Health Counselor and the Human Resources Office. (Worker's Compensation forms will be filled out at the Human Resources Office)
6. Injuries involving students shall be reported immediately to the School Health Counselor or site school nurse.
7. The College, through an established procedure, will determine whether or not it will, on a case by case basis, provide for payment of the costs of replacing or repairing property of a faculty member, such as eyeglasses, hearing aids, dentures, watches, articles of clothing necessarily worn or carried by the faculty member, or personal reference materials whenever any such property is damaged in the line of duty without fault of the faculty member.
8. The College shall take appropriate measures to secure the College worksites against burglary or vandalism.
9. Faculty shall not transport students.

### B. FACILITIES

1. The College will continue to seek funding outside its current allocation to assist in the maintenance of the GDOE environment occupied by GCC faculty.
2. The College shall ensure adequate laboratory and classroom facilities to conduct specific Career and Technical Education (CTE) programs.
3. The College shall ensure classroom assignments are specific to CTE programs and that faculty are not required to teach in more than one (1) classroom. Should classroom assignments change, changes must be made by May 15 or November 15 for the following respective Fall or Spring semester. Emergency situations concerning classrooms may arise that will require

coordination between the faculty and the GCC administrator responsible for GCC secondary programs.

4. The College shall furnish each secondary school site with a functioning telephone, computer (with network access), printer, copier, and fax machine.
5. Reasonable access to GCC campus work areas shall be available to faculty members.

Normal operating hours are:  
Monday – Thursday, 6:00 a.m. – 10:30 p.m.  
Friday and Saturday, 6:00 a.m. – 6:00 p.m.

Faculty who require access outside of normal operating hours shall "log in" and "log out" with security personnel.

For faculty assigned to Secondary GDOE sites:

1. The College will establish a maintenance program to include MIS services to ensure that:
  - a. The facilities to implement the curriculum are provided at all times. Maintenance will be provided in a manner to minimize disruption of student learning activities. Custodial services will be available upon scheduled request.
  - b. Adequate air-conditioning shall be provided for facilities designed for air-conditioning. At least two (2) properly functioning electric fans per non air-conditioned classroom shall be provided.
  - c. Each classroom shall have working locks on all doors. Windows shall have provisions for making them secure. Faculty shall be provided with a key for their classroom(s).
  - d. Faculty shall report maintenance needs and other similar problems to their Department Chairperson. The Department Chairperson shall submit maintenance needs/requests to the Dean. If problems are not resolved in a reasonable time, the Dean shall forward to the College President a report necessitating that the need/request be addressed for resolution between the College President and the GDOE Superintendent. If the needs/requests are not resolved by GDOE within an agreed upon timeframe, the College will resolve the need/request as soon as practicable.

For faculty assigned to secondary programs on College Campus:

1. The College will establish a maintenance program to include MIS services to ensure that:
  - a. The facilities to implement the curriculum are provided at all times. Maintenance will be provided in a manner to minimize disruption of student learning activities.
  - b. Adequate air-conditioning shall be provided for facilities designed for air-conditioning.
  - c. Faculty shall report maintenance needs and other similar problems to Student Support Services and their Department Chairperson. The Department Chairperson shall submit maintenance requests to the Maintenance Department with a copy to their Dean. If problems are not resolved in a reasonable time, the Dean shall meet and confer with the Maintenance Department in an attempt to resolve such problems.
2. Faculty Work Space
  - a. The College shall ensure secondary faculty work space. The Dean will identify adequate work spaces for faculty use, with adequate and appropriate lockable storage. Each individual work space shall be properly maintained, lighted, ventilated and shall include: a chair and a desk

with a lockable drawer, a lockable filing cabinet, adequate shelving for books, and ready access to a telephone.

- b. The College shall provide where possible each counselor with a private air-conditioned office space. These spaces shall be appropriately equipped by the College and shall each have a functioning telephone, computer (with network access) with printer, and access to a copier.

### **C. SUPPLIES AND EQUIPMENT**

1. The College will provide instructional materials and equipment necessary to carry out the effective instructional activities in accordance with approved curricula. The College will, through an established procedure, reorder, repair, or replace lost or damaged College equipment and facilities.
2. Requests for purchase of instructional materials and equipment will be processed utilizing the purchasing procedures established by the College. The Dean or Inventory & Procurement Administrator, as appropriate, shall inform Department Chairpersons of any disapproval of requests, delays in approvals, vendor/supplier rejections of purchase orders, back orders or proposed substitutions for items requested, cancellations of issued purchase orders by the College, or other matters which affect expeditious filling of requests, including textbooks.
3. Faculty, through an established procedure, shall obtain authorization to temporarily store and use personal property at a College work site and shall establish the value of such property. The College shall reimburse faculty for loss or damage by arson, burglary, or vandalism to that personal property if the College is proven negligent.

### **D. FACULTY ABSENCES**

Faculty shall be charged sick leave, personal leave, or leave without pay for approved absences as prescribed in Article XII Leave. Faculty are required to notify their Dean of any absence for any reason.

1. For Secondary Instructional faculty:
  - a. When absent for an entire duty day, faculty shall be charged eight (8) hours of leave.
  - b. When absent for less than an entire duty day, leave shall be charged in increments of one (1) hour blocks.
  - c. For sick leave, faculty members shall initially notify their site school and the Student Support Services Office as prescribed in Article XII.B.6; or as early as possible, of any absence. In the event of three (3) or more days of absence the Department Chairperson and Dean must be notified. Other leave applications must be recommended by the Department Chairperson and approved by the Dean or other appropriate administrator.
  - d. Faculty members shall not be required to obtain their own substitutes for classes.
  - e. Substitute teacher services will be provided whenever necessary for absent secondary faculty members.
  - f. Faculty members shall provide meaningful lesson plans and class roster, or seating charts, for the substitute teacher's use.
2. For Secondary Non-instructional Faculty:
  - a. When absent for an entire duty day, faculty shall be charged eight (8) hours of leave.



- b. When absent for less than an entire duty day, leave shall be charged in increments of one (1) hour blocks.
- c. Faculty members shall notify their Department Chairperson, Dean, or his/her designee, as prescribed in Article XII.B.6, or as early as possible, of any absence.

#### **E. FACULTY MEETINGS**

##### **1. For Site School Meetings:**

- a. It is recognized the secondary faculty work in a unique environment. The faculty members are employed by the College and yet work in an environment serving a population separate and apart from post-secondary. In the secondary site school, the administration may need to meet with faculty. It is understood that GCC secondary faculty may determine the need to attend that meeting or not and whether the content of the meeting is pertinent to his/her needs.

##### **2. For College Meetings:**

- a. The College President, or Vice President for Academic Affairs, may hold a faculty meeting each semester of the academic year at which all faculty members shall be present. The date of the meeting shall be announced at least ten (10) days in advance of the meeting. Agenda items for such meeting must be submitted to the College President no later than five (5) days before the announced meeting date. The agenda shall be published and made available three (3) days prior to the meeting and shall be strictly adhered to.
- b. When other faculty meetings are scheduled (excluding Saturdays) (i.e. those convened by the administration):
  - (1) Dates and times and the tentative agenda shall be announced at least five (5) days in advance.
  - (2) Agenda items submitted to the Dean's office no later than three (3) days prior to the faculty meeting shall appear on the final written agenda which will be distributed by the Dean two (2) days prior to the meeting date.

##### **3. Open discussion shall be a standing agenda item.**

##### **4. Employee-management relations shall be a standing agenda item for faculty meetings at which all faculty members may be present. The College and the Union shall jointly plan presentations of agenda items.**

##### **5. Prior notice requirement shall not interfere with the scheduled Convocation for faculty at the beginning of each academic year.**

#### **F. OTHER DUTIES**

- 1. No faculty member shall be required to perform custodial functions except the performance of minor housekeeping functions. The College shall ensure that rooms used by faculty are kept clean and sanitary.
- 2. At the end of each term, faculty members will ensure that the room is in orderly fashion and all personal and student items are removed.
- 3. Faculty shall hold students accountable for their conduct while in the classroom, assembly, or at a GCC function and report other witnessed misconduct.

4. When secondary students' attendance is required at a site school or GCC function, faculty may be required to attend the function and supervise students.

#### **G. GENERAL PROVISIONS**

1. Classes for all students will be conducted until the scheduled end of each term.
2. There shall be no combined classes in a single, standard-sized classroom or more classes in any instructional area than it was designed to accommodate. This provision does not prevent faculty from combining classes for a single, special presentation. There shall be no combined or joining of classes under normal circumstances. It is recognized that regularly scheduled labs, and from time to time other circumstances may arise that may cause combining to be necessary.
3. The College shall establish and the faculty shall maintain an inventory control system for the responsible distribution, use, and collection of College property entrusted to them. No faculty member will be held financially responsible for loss of College property unless negligence is proven. A faculty member will not be held financially responsible for loss of College property checked out to students if they have made reasonable effort to collect them. Faculty members will promptly report lost or stolen College property to their Dean.
4. Individual faculty members shall make themselves available upon scheduled requests for parent, student, or administrative meetings at any time during their duty day. In extraordinary situations, meetings may be called during a faculty member's regular class time but only when a qualified substitute teacher is assigned.
5. Travel Between Work Locations, Split Work Days, and Mileage Reimbursement:
  - a. If a faculty member is assigned duties as part of the faculty member's regular workload at different work locations during any work day, and such assignment requires the faculty member to use a privately-owned vehicle for transportation between such work locations, the College shall reimburse the faculty member for the round trip mileage thus incurred in driving between work locations during such work day according to prevailing Guam Community College Travel Policy and Procedures at the standard prevailing Government of Guam rate for such reimbursement.
  - b. The College does not pay mileage costs from a faculty member's residence to and from the campus except in cases where, at the request of the College, the faculty member's work schedule includes a break of more than three (3) consecutive hours. For such exceptions, reimbursement for mileage equal to one (1) round trip distance between the faculty member's work site(s) and residence will be according to the Guam Community College Travel Policy and Procedures.
  - c. If a faculty member is required to travel between two (2) or more work sites during any work day, adequate travel time will be scheduled as part of the duty time.
6. School Closure
  - a. Management shall determine whether conditions warrant the cancellation of classes. If a total shutdown occurs due to emergency conditions, said day shall be considered a duty day. If instructional days are reduced due to natural disasters or inclement weather, make-up instructional days may be scheduled.
  - b. Make-up instructional days may be scheduled as follows:
    - (1) Lost instructional days may be made-up.
    - (2) The parameters for make-up days will be determined by joint agreement between the Union President (with input from the faculty) and the College President or their designees.

- (3) Secondary faculty shall be compensated for all approved days worked in excess of one hundred eighty-four (184) work days per academic year.
  - c. If the Governor announces Condition of Readiness II and does not specify action(s) to be taken and if it is announced that secondary site schools will be closed:
    - (1) If classes are in session, students will be dismissed. Faculty shall be dismissed upon completion of their securing duties; or
    - (2) If classes are not in session (excluding vacations), faculty shall:
      - ii. Notify their Dean that they have completed their securing responsibilities, or
      - iii. Report to their work site and shall be dismissed upon completion of their securing duties.
  - d. When College management shall cancel classes due to lack of water, adequate sewage function, electricity, etc., for two (2) consecutive hours, management may require faculty members to attend scheduled activities on-campus provided that faculty are so notified within thirty (30) minutes after such cancellation(s).
7. Payment

The faculty shall be paid on a twenty-one (21) pay period preference or a twenty-six (26) pay period preference. Notification of preference must be made by the end of Spring semester to be effective for the following academic year. Preference may not be changed for one (1) year.

The College shall compensate faculty for all approved days worked in excess of the one hundred eighty-four (184) duty days specified in the Academic Year Calendar. Such payment shall be made at the end of the semester in which excess days were worked.
8. Payroll

The College shall maintain an electronic payroll deposit program.

Payroll errors shall be corrected by the College without undue delay. Payment shall be made within two (2) duty days following determination of the error.
9. Return of Materials

The faculty shall not be required, except for library inventory purposes, to turn in teaching supplies or materials prior to the last duty day of the semester.
10. Off-Island Travel

When a faculty member(s) travels off-island sponsored by the College, the traveler shall be entitled to compensation or reimbursement of the costs according to the Guam Community College Travel Policy and Procedures.
11. Outside Employment

Faculty employed outside of the College shall be in accordance with the GCC Personnel Rules and Regulations must be updated at the beginning of the academic year or as changes occur.

#### **H. GCC/GDOE MEMORANDUM OF AGREEMENT (MOA)**

The College President shall, prior to the beginning of the Fall 2010 Semester, schedule a meeting(s) with the Superintendent of GDOE to review, revise and/or amend the current MOA. The College President shall include the GCC Faculty Union President during the review and revisions of the MOA. Prior to signing the MOA, the College President shall receive a written acknowledgement from the

GCC Faculty Union President that the MOA is not in violation of any agreed upon working conditions identified in the GCC BOT/GCC FACULTY UNION Agreement.

The GCC Faculty Union President shall be a participant in any future review, revision and/or amendment of the MOA concerning working conditions identified in the GCC BOT/GCC FACULTY UNION Agreement.

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## SECTION C - POSTSECONDARY

## ARTICLE XVIII - POST-SECONDARY INSTRUCTIONAL FACULTY WORKLOAD

### A. TIME OF SERVICE

#### GENERAL STATEMENT

Faculty are professionals, and as such, they are expected to exercise appropriate discretion in the performance and scheduling of their workload. The Board and the Union recognize portions of the faculty workload, such as preparation duties, may be best performed away from the work site, i.e., at the Learning Resource Center, library, etc.; consequently, whenever their Faculty Load Schedule (Instructional) (Appendix B-1) permits, faculty are free to leave the campus.

Faculty develop workloads in collaboration with their peers in their department, their Department Chairperson, and Dean. Faculty workloads are crafted to ensure that qualified faculty are assigned to meet instructional needs and that faculty are accessible. The Board and the Union recognize the importance of maintaining the integrity of all courses offered by the College. Therefore, faculty shall meet the minimum requirements established in the Appendix A, Faculty Job Specifications when assigned a workload. Faculty workloads include instructional and/or other activities described in Appendix A, Faculty Job Specifications for each faculty rank.

### B. WORKLOAD/RESPONSIBILITIES

The faculty workload is comprised of work assignments scheduled by the College and work assignments scheduled by individual faculty members. Faculty work assignments include those duties and responsibilities described in Appendix A, Faculty Job Specifications for each faculty rank. A faculty member's workload is described in detail in his/her Faculty Load Schedule (Instructional) (Appendix B-1).

#### Post Secondary Instructional Faculty

##### 1. Work Year:

- a. Duty days for the academic year, as defined by the Board approved Academic Year Calendar, will commence three (3) duty days prior to the first (1<sup>st</sup>) day of classes in each semester for purposes of student advisement and other scheduled College activities. Duty days will end three (3) duty days after the last day of Spring classes or sooner, but not before the end of scheduled classes, if all individual grades and clearances have been submitted.
- b. The calendar year is based on a twelve (12) month year. Faculty members working the calendar year accrue annual leave and observe only Government of Guam holidays. School holidays are not observed by faculty members working the calendar year.
- c. Beyond a nine (9) month assignment, but less than a twelve (12) month assignment, compensation will be prorated at a ten percent (10%) increase above base salary for each additional month or part thereof.

##### 2. Work Week:

- a. The work week shall not exceed five (5) days, exclusive of Sunday, except by the mutual written consent of the faculty member, Department Chairperson and the Dean as per Appendix B-1.

##### 3. Work Day:

- a. The typical instructional work day for faculty should include no more than four (4) consecutive hours per day without an appropriate break. Faculty shall work no more than six (6) instructional contact hours per day. The work day for faculty may differ from any criteria set within this Agreement with the mutual written agreement of the faculty member, Department

Chairperson, and the Dean as per Appendix B-1. The three (3) work days which may include convocation in the Fall semester and the three (3) work days prior to the beginning of the Spring semester shall be for five (5) hours per day per faculty member. These hours may vary and a schedule of faculty shall be provided to the respective Deans by each Department Chair.

4. Workload/Responsibilities:

- a. The annual workload consists of 450 hours per academic year. The annual workload will be constituted in the following manner:

- (1) Instructional contact hours shall not exceed 450 hours per academic year; or
- (2) Instructional contact hours shall not exceed 360 hours per academic year when the annual workload includes membership in one (1) committee listed in Article VII Participatory Governance, or as an elected member of the Faculty Senate, which shall represent ninety (90) hours per academic year; or
- (3) Instructional contact hours shall not exceed 270 hours per academic year when the annual workload shall include service as a College Faculty Senate President, the Chairperson of the Committee on College Assessment, and the Chairpersons of the four (4) Standards Committees, as referred to in Article VII Participatory Governance, which shall represent 180 hours per academic year.
- (4) Each lab course will be identified in the List of Post-Secondary Labs (Appendix C) as being in either Category 1 or 2 according to the following definitions for purposes of full-time workload assignment.

Category 1 – Instructional Labs

Compensation: Same as lecture course.

The equivalent of an academic course taught in a lab environment. Direct instruction fills the entire class period.

Category 2 – Lecture/Application/Practice Labs

Compensation: Seventy-five (75%) of lecture course compensation.

Lecture and Practice sessions are clearly identified as separate activities.

- (5) Office hours shall be approved by the appropriate Department Chairperson and Dean and shall be at least five (5) hours, in at least one (1) hour increments, covering at least three (3) duty days per week.
- (6) Office hours must be scheduled outside of regularly scheduled course meeting times, except in those environments where faculty meet with students continuously throughout the day. Faculty members shall post their office hours and provide a copy to the appropriate Department Chairperson and Dean, and shall inform the appropriate Dean of any modification or any inability to meet posted office hours. Full-time faculty members teaching in the evening hours shall schedule some, but not all, office hours during the evening. All office hours should be held in the faculty member's office located on the GCC main campus.
- (7) For adult high school and post-secondary classes, enrollment shall be limited by course guides and facility factors. In all cases, the number of students enrolled in a class shall not exceed the number of fully equipped and adequately supplied student work stations in the classroom.



- (8) Under special circumstances courses offered at the College that could be part of a workload may include the following:
- i. Special Projects – Courses for individual students such as special studies and individual research.
  - ii. Practicum Courses – Guided work experience supervised by a qualified faculty member or project director dealing with various applied aspects of a program of study.
  - iii. Internship – A trainee, residency, or intern program in which the student works in a specific technical or professional area under the direction of an expert in the field.
- (9) The total enrollment of a faculty's classes shall equal a number that is an average of thirteen (13) students overall that shall be determined no later than the first (1<sup>st</sup>) day of classes. Department Chairs have an obligation to work with their department faculty and the appropriate Dean in response to circumstances surrounding low enrolled classes, such as the impact a class cancellation will have on small groups of students needing the course for graduation, or other circumstances that would warrant the class to continue.
- (10) For Non-Traditional Instruction:

Non-traditional modes of instruction and learning are encouraged.

Alternative workload assignments are possible as agreed upon by the faculty member and his/her appropriate Dean and in concurrence with the Department Chairperson.

### **C. PLANNING AND EVALUATION**

1. Faculty shall implement, within the limits of the resources provided by the College, the curriculum of the College according to standards set and stated by the College in its curriculum documents. Faculty shall summarize their plans to implement curriculum in a course syllabus. The length and detail of each course syllabus shall be determined jointly by the faculty member and the Department Chair.
2. Faculty shall:
  - a. Evaluate student work according to curricular standards using evaluation methods described in the course syllabus;
  - b. Provide students with a complete, written, course syllabus (including a summary of course schedule, course content, course requirements, evaluation criteria, office hours, contact information, accommodative services information, and emergency procedures) on the first day of class, unless otherwise agreed by the faculty and Department Chair, who shall inform the Dean;
  - c. Maintain approved class meeting times, duration, and location;
  - d. Make every effort to return graded tests within one (1) week;
  - e. Announce course attendance requirements, not inconsistent with College rules and regulations, at the beginning of the course;
  - f. Provide a final grade for each student in each adult and post-secondary course;

- g. Provide an intra-term progress report for an individual student when requested in a timely manner;
- h. Post grades electronically to the College's student information system (Banner) in accordance with the Academic Year Calendar;
- i. Maintain grade-calculation evidence for a minimum of two (2) semesters in the event the evidence is requested for an appeal process.

#### **D. BALANCING WORKLOAD-ALTERNATIVE ASSIGNMENTS**

##### **1. Balancing Workload**

- a. In the event that a faculty member agrees to accept a workload greater than that considered a full workload for a single semester because of the special needs of the College, that faculty member's instructional workload will be reduced during a subsequent semester, said semester to be mutually acceptable to the faculty member and his/her Dean, so that over a period of not to exceed the three (3) subsequent terms, including Summer session, the faculty member's average workload will be a full workload each term.
- b. In the event that:
  - (1) A class taught by a faculty member is canceled on or before the first (1<sup>st</sup>) day of classes for any given semester because of insufficient enrollment, and in the event that assignment to another class is not made, or
  - (2) A full load of classes that includes Committee membership cannot be achieved in any one (1) semester for an individual faculty member, then the faculty member shall:
    - i. Develop, in consultation with the appropriate Dean(s) and department chairperson(s), alternative work assignments comparable to the amount of his/her workload which has been either canceled or not scheduled to be completed during that same semester, or
    - ii. Have his/her workload balanced over a three-term period, including Summer session, said balancing to occur in a semester or section mutually acceptable to the faculty member and his/her Dean, provided that:
      - (a) Alternative work assignments are developed in accordance with the Alternative Assignments Procedures (D.1.d of this Article) and the guidelines contained therein, and
      - (b) Such alternative work assignments are subject to the approval of the appropriate Dean(s), and
      - (c) That exceptions to the three-term balancing period may be made only with the mutual written agreement of the faculty member and the appropriate Dean(s), and
      - (d) That the maximum workload imbalance that any faculty member may accumulate shall not exceed the equivalent of teaching ninety (90) contact hours. It is recognized that under special circumstances the contact hours may be more than ninety (90).
- c. In the event that a faculty member's employment at the College ends prior to his/her workload being balanced:

- (1) The College shall, in lieu of reduction in workload, compensate the faculty member for the completed excess workload at the adjunct rate for calculation purposes, or
  - (2) The faculty member shall, in lieu of completing an excess workload, compensate the College.
- d. Alternative Assignments Procedures
- (1) Alternative assignments are developed collaboratively by the faculty member, his/her Department Chairperson, and the Dean. Alternative assignments are described in writing and require the mutual written agreement of the faculty member and the appropriate Dean(s).
  - (2) A faculty member may have an atypical workload for various reasons, including, but not limited to, the following:
    - i. A class taught by a faculty member is canceled and the faculty member chooses to develop an alternative work assignment in lieu of having his/her workload balanced over subsequent terms.
    - ii. A full load of classes could not be achieved for a faculty member and the faculty member chooses to develop an alternative work assignment in lieu of having his/her workload balanced over subsequent terms.
    - iii. A faculty member agrees to accept duties and responsibilities outside the scope of his/her regularly assigned duties and responsibilities.
  - (3) Acceptance of an alternative assignment shall not alter the basis for a faculty member's compensation.

## **ARTICLE XIX - POST-SECONDARY INSTRUCTIONAL FACULTY WORKING CONDITIONS**

### **A. SAFETY CONDITIONS**

1. Employee safety is a primary concern of the College and the Union.
2. The College shall not knowingly require a faculty member to work in unsafe conditions.
3. The College shall ensure that facilities are inspected annually and that facilities conform to nationally recognized standards (such as those promulgated by GOSHA, OSHA, ADA, and the National Safety Council) for ventilation, lighting, noise and floor space in all facilities.
4. Faculty members who notice any unsafe condition(s) shall remedy, where possible, and/or report the condition(s) immediately to their Department Chairperson, Dean and the Environmental Health and Safety Administrator.
5. Faculty members shall report all incidents involving injuries which occur on all College worksites to the Student Support Administrator and Environmental Health and Safety Administrator within one (1) duty day of the incident. Injuries involving students shall be reported immediately to the School Health Counselor. Injuries involving employees shall be reported to the School Health Counselor and the Human Resources Office. (Worker's Compensation forms will be filled out at the Human Resources Office.)
6. The College, through an established procedure, will determine whether or not it will, on a case by case basis, provide for payment of the costs of replacing or repairing property of a faculty member, such as eyeglasses, hearing aids, dentures, watches, articles of clothing necessarily worn or carried by the faculty member, or personal reference materials whenever any such property is damaged in the line of duty without fault of the faculty member.
7. The College shall take appropriate measures to secure the College worksites against burglary or vandalism.
8. Adequate emergency lighting and site lighting will be provided and maintained on the campus for the safety and well being of the College community and its guests.
9. Faculty are highly discouraged from transporting students and shall report such activities to their Dean and/or Student Support Services.

### **B. FACILITIES**

1. In all College facilities there shall be at least one (1) faculty lounge with comfortable furniture, work tables with chairs, and a functioning refrigerator furnished by the College. The faculty lounges may be equipped with vending machines if the faculty so request.
2. Faculty work rooms or work areas shall be provided at the College. Workrooms or work areas shall have a functioning telephone and copier furnished by the College.
3. Reasonable access to faculty offices and work areas shall be available to faculty members.

Normal operating hours are:  
Monday – Thursday, 6:00 a.m. – 10:30 p.m.  
Friday and Saturday, 6:00 a.m. – 6:00 p.m.

Faculty who require access outside of normal operating hours shall "log in" and "log out" with security personnel.

4. The College will establish a maintenance program to ensure that:
  - a. The facilities to implement the curriculum are provided at all times. Maintenance will be provided in a manner to minimize disruption of student learning activities.
  - b. Adequate air-conditioning shall be provided for facilities designed for air-conditioning.
  - c. Each classroom shall have working locks on all doors. Windows shall have provisions for making them secure. Faculty shall be provided with a key for their classroom(s).
  - d. Faculty shall report maintenance needs and other similar problems to Student Support Services and their Department Chairperson. The Department Chairperson shall submit maintenance requests to the Maintenance Department with a copy to their Dean. If problems are not resolved in a reasonable time, the Dean shall meet and confer with the Maintenance Department in an attempt to resolve such problems.
5. Faculty Office Space
  - a. The goal of the College is to provide an individual office space for all full-time faculty members. The Dean will identify adequate office spaces for faculty use, with adequate and appropriate lockable storage. Each individual office space shall be properly maintained, lighted, ventilated and shall include: a desk with a lockable drawer, two (2) suitable chairs, a lockable filing cabinet, adequate shelving for books, and a telephone. The College shall ensure that faculty office space is equipped with a computer with network access and printing capabilities. The College is committed to recognizing the recommendations of the Faculty Senate relative to working toward providing adequate privacy for student-faculty interactions.
6. Library Facilities
  - a. There shall be an audio visual room suitable for accommodating at least one (1) class.
  - b. An area for properly previewing audio visual materials shall be provided.

#### **C. SUPPLIES AND EQUIPMENT**

1. The College will provide instructional materials and equipment necessary to carry out the effective instructional activities in accordance with approved curricula. The College will, through an established procedure, reorder, repair, or replace lost or damaged College equipment and facilities.
2. Requests for purchase of instructional materials and equipment will be processed utilizing the purchasing procedures established by the College. The Dean or Inventory & Procurement Administrator, as appropriate, shall inform Department Chairpersons of any disapproval of requests, delays in approvals, vendor/supplier rejections of purchase orders, back orders or proposed substitutions for items requested, cancellations of issued purchase orders by the College, or other matters which affect expeditious filling of requests, including textbooks.
3. Faculty, through an established procedure, shall obtain authorization to temporarily store and use personal property at a College work site and shall establish the value of such property. The College shall reimburse faculty for loss or damage by arson, burglary, or vandalism to that personal property if the College is proven negligent.

#### **D. FACULTY ABSENCES**

Faculty shall be charged sick leave, personal leave, or leave without pay for approved absences as prescribed in Article XII Leave. Faculty are required to notify their supervisor of any absence for any reason.

1. Post Secondary and Adult Education Programs
  - a. Faculty will develop a plan to ensure the attainment of the Student Learning Outcomes for missed classes through an alternative class process as approved by the Dean and communicated to the Department Chairperson.
  - b. When absent on leave for an entire duty day faculty shall be charged eight (8) hours of leave.
  - c. When absent on leave for less than an entire duty day faculty shall be charged leave in increments of four (4) hour blocks.
  - d. Faculty members shall notify their Department Chairperson, Dean, or his/her designee, as prescribed in Article XII.B.6; or as early as possible, of any absence.
  - e. Faculty members may but shall not be required to substitute for an absent faculty member.
  - f. Faculty members shall provide meaningful lesson plans and class roster for the courses that are covered by an approved alternate instructor.
  - g. Beyond three (3) class periods missed per course, approved alternate instructors will be provided whenever necessary for absent post-secondary faculty members.

#### **E. FACULTY MEETINGS**

1. The College President, or Vice President for Academic Affairs, may hold a faculty meeting each semester of the academic year at which all faculty members shall be present. The date of the meeting shall be announced at least ten (10) days in advance of the meeting. Agenda items for such meeting must be submitted to the College President no later than five (5) days before the announced meeting date. The agenda shall be published and made available three (3) days prior to the meeting and shall be strictly adhered to.
2. When other faculty meetings are scheduled (excluding Saturdays) (i.e. those convened by the administration):
  - a. Dates and times and the tentative agenda shall be announced at least five (5) days in advance.
  - b. Agenda items submitted to the Dean's office no later than three (3) days prior to the faculty meeting shall appear on the final written agenda which will be distributed by the Dean two (2) days prior to the meeting date.
3. Open discussion shall be a standing agenda item.
4. Employee-management relations shall be a standing agenda item for faculty meetings at which all faculty members may be present. The College and the Union shall jointly plan presentations of agenda items.
5. Prior notice requirement shall not interfere with the scheduled Convocation for faculty at the beginning of each academic year.

#### **F. OTHER DUTIES**

1. No faculty member shall be required to perform custodial functions except the performance of minor housekeeping functions. The College shall ensure that rooms used by faculty are kept clean and sanitary.
2. At the end of each semester, faculty members will ensure that the room is in orderly fashion and all personal and student items are removed.

3. Faculty shall hold students accountable for their conduct on College premises or at College functions.

#### **G. GENERAL PROVISIONS**

1. Classes for all students will be conducted until the scheduled end of each semester.
2. The College shall establish and the faculty shall maintain an inventory control system for the responsible distribution, use, and collection of College property entrusted to them. No faculty member will be held financially responsible for loss of College property unless negligence is proven. A faculty member will not be held financially responsible for loss of College property checked out to students if they have made reasonable effort to collect them. Faculty members will promptly report lost or stolen College property to their Dean.
3. Individual faculty members shall make themselves available upon request for student, department or administrative meetings during their duty day.
4. School Health Professionals
  - a. The College shall strive to ensure the availability of the School Health Counselor during the academic year.
5. Travel Between Work Locations, Split Work Days, and Mileage Reimbursement
  - a. If a faculty member is assigned duties as part of the faculty member's regular workload at different work locations during any work day, and such assignment requires the faculty member to use a privately-owned vehicle for transportation between such work locations, the College shall reimburse the faculty member for the round trip mileage thus incurred in driving between work locations during such work day according to prevailing Guam Community College Travel Policy and Procedures at the standard prevailing Government of Guam rate for such reimbursement.
  - b. The College does not pay mileage costs from a faculty member's residence to and from the campus except in cases where, at the request of the College, the faculty member's work schedule includes a break of more than three (3) consecutive hours. For such exceptions, reimbursement for mileage equal to one (1) round trip distance between the faculty member's work site(s) and residence will be according to the Guam Community College Travel Policy and Procedures.
  - c. If a faculty member is required to travel between two (2) or more work sites during any work day, adequate travel time will be scheduled as part of the duty time.
6. School Closure
  - a. Management shall determine whether conditions warrant the cancellation of classes. If a total shutdown occurs due to emergency conditions, said day shall be considered a duty day. If instructional days are reduced due to natural disasters or inclement weather make-up instructional days may be scheduled.
  - b. Make-up instructional day may be scheduled as follows:
    - (1) No school holiday may be used as a make-up day without five (5) days prior notification to the faculty and the Union.
    - (2) Lost instructional days shall be made-up during the term in which the days were lost.
    - (3) The parameters for make-up days will be determined by joint agreement between the Union President and the College President or their designees.

- b. If the Governor announces Condition of Readiness II and does not specify action(s) to be taken and if the College President elects to close the campus:
    - (1) If classes are in session, students will be dismissed. Faculty shall be dismissed upon completion of their securing duties; or
    - (2) If classes are not in session (excluding vacations), faculty shall:
      - i. Notify their Dean that they have completed their securing responsibilities, or
      - ii. Report to their work site and shall be dismissed upon completion of their securing duties.
  - c. When College management shall cancel classes due to lack of water, adequate sewage function, electricity, etc., for two (2) consecutive hours, management may require faculty members to attend scheduled activities on-campus provided that faculty are so notified within thirty (30) minutes after such cancellation(s).
7. Payment  
The faculty shall be paid on a twenty-one (21) pay period preference or a twenty-six (26) pay period preference. Notification of preference must be made by the end of Spring semester to be effective for the following academic year. Preference may not be changed for one (1) year.
8. Payroll  
The College shall maintain an electronic payroll deposit program.
- Payroll errors shall be corrected by the College without undue delay. Payment shall be made within two (2) duty days following determination of the error.
9. Return of Materials  
The faculty shall not be required, except for library inventory purposes, to turn in teaching supplies or materials prior to the last duty day of the semester.
10. Off-Island Travel  
When a faculty member(s) travels off-island sponsored by the College, the traveler shall be entitled to compensation or reimbursement of the costs according to the Guam Community College Travel Policy and Procedures.
11. Outside Employment  
Faculty employed outside of the College shall be in accordance with the GCC Personnel Rules and Regulations must be updated at the beginning of the academic year or as changes occur.



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## SECTION D – POSTSECONDARY NON-INSTRUCTIONAL

## ARTICLE XX - POST-SECONDARY NON-INSTRUCTIONAL FACULTY WORKLOAD

### A. TIME OF SERVICE

#### GENERAL STATEMENT

Faculty are professionals, and as such, they are expected to exercise appropriate discretion in the performance and scheduling of their workload

Faculty develop workloads in collaboration with their peers in their department, their Department Chairperson, and Dean. Faculty workloads are crafted to ensure that qualified faculty are assigned to meet instructional needs and that faculty are accessible.

Specific assignments (including office coverage and office hours) will be discussed and agreed upon between the individual faculty and his/her respective Department Chairperson and Dean or Associate Dean and will be identified in the Non-instructional Faculty Plan (Appendix A-3).

### B. WORKLOAD/RESPONSIBILITIES

The faculty workload is described in detail in his/her Faculty Load Schedule (Appendix B-2). The faculty workload is comprised of work assignments scheduled by the College and work assignments scheduled by individual faculty members. Faculty work assignments include those duties and responsibilities described in Appendix A, Faculty Job Specifications for each faculty rank.

Therefore, faculty shall meet the minimum requirements established in the Appendix A, Faculty Job Specifications when assigned a workload. Faculty workloads include activities described in Appendix A, Faculty Job Specifications for each faculty rank.

#### Post Secondary Instructional Faculty

##### 1. Work Year:

- a. The academic year for non-instructional faculty is defined as the consecutive Fall and Spring semesters as specified in the Academic Year Calendar. It is recognized that full-time nine (9), ten (10) and eleven (11) month non-instructional faculty members normally work thirty-five (35) hours per week in carrying out their professional responsibilities. In April of every year, faculty that are on a ten (10) or eleven (11) month schedule will review with their Dean the need to continue, discontinue, or revise their schedule.
- b. Each department or program is responsible for ensuring that the services necessary to meet the mission of the College are provided, with priority given to those services necessary to fulfill the educational needs of students and instructional needs of faculty. Additionally, each department or program shall be responsible for ensuring that the College's established hours of operation are adequately covered. This shall be reflected in each faculty member's Faculty Load Schedule (Appendix B-2).
- c. For faculty working a twelve (12) month schedule, the beginning of the twelve (12) month schedule shall begin on the day that faculty report for the academic year as defined in the Academic Calendar. The faculty working a twelve (12) month schedule shall work forty (40) hours per week, accrue annual leave, and observe only Government of Guam holidays. School holidays are not observed by faculty working a twelve (12) month schedule per Board Policy-435.
- d. Beyond a nine (9) month assignment, but less than a twelve (12) month assignment, compensation will be prorated at a ten percent (10%) increase above base salary for each additional month or part thereof.

##### 2. Committee (Article VII, Participatory Governance) Duties:

- a. Committee responsibilities will be recognized as activities beyond the regular professional responsibilities and as such will be noted in the faculty member's evaluation.

### **C. BALANCING WORKLOAD-ALTERNATIVE ASSIGNMENTS**

#### **1. Balancing Workload**

- a. In the event that a faculty member agrees to accept a workload greater than the considered a full workload for a single semester because of the special needs of the College, that faculty member's workload will be reduced during a subsequent semester, said semester to be mutually acceptable to the faculty member and his/her Dean, so that over a period of not to exceed the three (3) subsequent terms, including Summer session, the faculty member's average workload will be a full workload each term.

#### **b. Assignments Procedures**

- (1) Alternative assignments are developed collaboratively by the faculty member, his/her Department Chairperson, and the Dean. Alternative assignments are described in writing and require the mutual written agreement of the faculty member and the appropriate Dean(s).

- (2) A faculty member may have an atypical workload for various reasons, including, but not limited to, the following:

- i. A faculty member agrees to accept duties and responsibilities outside the scope of his/her regularly assigned duties and responsibilities.
- ii. Acceptance of an alternative assignment shall not alter the basis for a faculty member's compensation.

## ARTICLE XXI - POST-SECONDARY NON-INSTRUCTIONAL FACULTY WORKING CONDITIONS

### A. SAFETY CONDITIONS

1. Employee safety is a primary concern of the College and the Union.
2. The College shall not knowingly require a faculty member to work in unsafe conditions.
3. The College shall ensure that facilities are inspected annually and that facilities conform to nationally recognized standards (such as those promulgated by GOSHA, OSHA, ADA, and the National Safety Council) for ventilation, lighting, noise and floor space in all facilities.
4. Faculty members who notice any unsafe condition(s) shall remedy, where possible, and/or report the condition(s) immediately to their Department Chairperson, Dean and the Environmental Health and Safety Administrator.
5. Faculty members shall report all incidents involving injuries which occur on all College worksites to the Student Support Administrator and Environmental Health and Safety Administrator within one (1) duty day of the incident. Injuries involving students shall be reported immediately to the School Health Counselor. Injuries involving employees shall be reported to the School Health Counselor and the Human Resources Office. (Worker's Compensation forms will be filled out at the Human Resources Office.)
6. The College, through an established procedure, will determine whether or not it will, on a case by case basis, provide for payment of the costs of replacing or repairing property of a faculty member, such as eyeglasses, hearing aids, dentures, watches, articles of clothing necessarily worn or carried by the faculty member, or personal reference materials whenever any such property is damaged in the line of duty without fault of the faculty member.
7. The College shall take appropriate measures to secure the College worksites against burglary or vandalism.
8. Adequate emergency lighting and site lighting will be provided and maintained on the campus for the safety and well being of the College community and its guests.
9. Faculty are highly discouraged from transporting students and shall report such activities to their Dean and/or Student Support Services.

### B. FACILITIES

1. In all College facilities there shall be at least one (1) faculty lounge with comfortable furniture, work tables with chairs and a functioning refrigerator furnished by the College. The faculty lounges may be equipped with vending machines if the faculty so request.
2. Reasonable access to faculty offices and work areas shall be available to faculty members.

Normal operating hours are:  
Monday – Thursday, 6:00 a.m. – 10:30 p.m.  
Friday and Saturday, 6:00 a.m. – 6:00 p.m.

Faculty who require access outside of normal operating hours shall "log in" and "log out" with security personnel.

3. The College will establish a maintenance program to ensure that:

- a. The facilities to implement the curriculum are provided at all times. Maintenance will be provided in a manner to minimize disruption of student learning activities.
  - b. Adequate air-conditioning shall be provided for facilities designed for air-conditioning.
  - c. Faculty shall report maintenance needs and other similar problems to Student Support Services and their Department Chairperson. The Department Chairperson shall submit maintenance requests to the Maintenance Department with a copy to their Dean. If problems are not resolved in a reasonable time, the Dean shall meet and confer with the Maintenance Department in an attempt to resolve such problems.
4. Faculty Office Space
- a. The goal of the College is to provide an individual office space for all full-time faculty members. The Dean will identify adequate office spaces for faculty use, with adequate and appropriate lockable storage. Each individual office space shall be properly maintained, lighted, ventilated, and shall include: a desk with a lockable drawer, two (2) suitable chairs, a lockable filing cabinet, adequate shelving for books, and a telephone. The College is committed to ensuring that faculty office space is equipped with a computer with network access. The College is committed to recognizing the recommendations of the Faculty Senate relative to working toward providing adequate privacy for student-faculty interactions.
  - b. The College shall provide each counselor with a private air-conditioned office space. These spaces shall be appropriately equipped by the College and shall each have a functioning telephone, computer (with network access) with printer, and access to a copier.
5. Library Facilities
- a. There shall be an audio visual room suitable for accommodating at least one (1) class.
  - b. An area for properly previewing audio visual materials shall be provided.
6. School Health Facilities
- a. The Student Health Center shall be provided with an office suitable for private conferences.
  - b. The College shall continue to provide the Student Health Center with a functioning telephone, computer (with network access), printer, copier, and access to a fax machine. A second telephone, which shall be a direct line, shall be provided for emergency uses.
  - c. The College shall continue to provide the Student Health Center with a properly functioning refrigerator, a sink with hot and cold running water, and immediate access to a toilet facility.
  - d. The Student Health Center shall be provided with an emergency water supply with a minimum capacity of ten (10) gallons.
  - e. The College shall continue to provide adequate floor space to allow for appropriate patient isolation.
  - f. A goal of the College is to provide at least six (6) cots in the Student Health Center.
  - g. The College shall provide adequate and appropriate lockable storage for health records.

#### **C. SUPPLIES AND EQUIPMENT**

- 1. The College will provide materials and equipment necessary to carry out the effective activities in accordance with professional responsibilities. The College will, through an established procedure, reorder, repair, or replace lost or damaged College equipment and facilities.

2. Requests for purchase of materials and equipment will be processed utilizing the purchasing procedures established by the College. The Dean or Inventory & Procurement Administrator as appropriate shall inform Department Chairpersons of any disapproval of requests, delays in approvals, vendor/supplier rejections of purchase orders, back orders or proposed substitutions for items requested, cancellations of issued purchase orders by the College, or other matters which affect expeditious filling of requests.
3. Faculty, through an established procedure, shall obtain authorization to temporarily store and use personal property at a College work site and shall establish the value of such property. The College shall reimburse faculty for loss or damage by arson, burglary, or vandalism to that personal property if the College is proven negligent.

#### **D. FACULTY ABSENCES**

Faculty shall be charged sick leave, personal leave, or leave without pay for approved absences as prescribed in Article XII Leave. Faculty are required to notify their Dean of any absence for any reason.

1. When absent for an entire duty day, faculty shall be charged eight (8) hours of leave.
2. When absent for less than an entire duty day, leave shall be charged in increments of one (1) hour blocks.
3. Faculty members shall notify their Department Chairperson and Dean or his/her designee, as prescribed in Article XII.B.6; or as early as possible, of any absence.

#### **E. FACULTY MEETINGS**

1. The College President, or Vice President for Academic Affairs, may hold a faculty meeting each semester of the academic year at which all faculty members shall be present. The date of the meeting shall be announced at least ten (10) days in advance of the meeting. Agenda items for such meeting must be submitted to the College President no later than five (5) days before the announced meeting date. The agenda shall be published and made available three (3) days prior to the meeting and shall be strictly adhered to.
2. When other faculty meetings are scheduled (excluding Saturdays) (i.e. those convened by the administration):
  - a. Dates and times and the tentative agenda shall be announced at least five (5) days in advance.
  - b. Agenda items submitted to the Dean's office no later than three (3) days prior to the faculty meeting shall appear on the final written agenda which will be distributed by the Dean two (2) days prior to the meeting date.
3. Open discussion shall be a standing agenda item.
4. Employee-management relations shall be a standing agenda item for faculty meetings at which all faculty members may be present. The College and the Union shall jointly plan presentations of agenda items.
5. Prior notice requirement shall not interfere with the scheduled Convocation for faculty at the beginning of each academic year.

## **F. OTHER NON-PROFESSIONAL DUTIES**

1. No faculty member shall be required to perform custodial functions except the performance of minor housekeeping functions. The College shall ensure that rooms used by faculty are kept clean and sanitary.
2. Faculty shall hold students accountable for their conduct on College premises or at College functions.

## **G. GENERAL PROVISIONS**

1. The College shall establish and the faculty shall maintain an inventory control system for the responsible distribution, use, and collection of College property entrusted to them. No faculty member will be held financially responsible for loss of College property unless negligence is proven. A faculty member will not be held financially responsible for loss of College property checked out to students if they have made reasonable effort to collect them. Faculty members will promptly report lost or stolen College property to their Dean.
2. Individual faculty members shall make themselves available upon request for student, department or administrative meetings during their duty day.
3. School Health Professionals
  - a. The College shall strive to ensure the availability of the School Health Counselor during the academic year.
4. Travel Between Work Locations, Split Work Days, and Mileage Reimbursement
  - a. If a faculty member is assigned duties as part of the faculty member's regular workload at different work locations during any work day, and such assignment requires the faculty member to use a privately-owned vehicle for transportation between such work locations, the College shall reimburse the faculty member for the round trip mileage thus incurred in driving between work locations during such work day according to prevailing Guam Community
  - b. College Travel Policy and Procedures at the standard prevailing Government of Guam rate for such reimbursement.
  - c. The College does not pay mileage costs from a faculty member's residence to and from the campus except in cases where, at the request of the College, the faculty member's work schedule includes a break of more than three (3) consecutive hours. For such exceptions, reimbursement for mileage equal to one (1) round trip distance between the faculty member's work site(s) and residence will be according to the Guam Community College Travel Policy and Procedures.
  - d. If a faculty member is required to travel between two (2) or more work sites during any work day, adequate travel time will be scheduled as part of the duty time.
5. School Closure
  - a. Management shall determine whether conditions warrant the cancellation of classes. If a total shutdown occurs due to emergency conditions, said day shall be considered a duty day. If duty days are reduced due to natural disasters or inclement weather make-up duty days may be scheduled.

Make-up duty day may be scheduled as follows:

- (1) No school holiday may be used as a make-up day without five (5) days prior notification to the faculty and the Union.
- (2) The parameters for make-up days will be determined by joint agreement between the Union President and the College President or their designees.



- b. If the Governor announces Condition of Readiness II and does not specify action(s) to be taken, and if the College President elects to close the campus:

(1) Faculty shall:

- i. Notify their Dean that they have completed their securing responsibilities, or
  - ii. Report to their work site and shall be dismissed upon completion of their securing duties, or
- c. When College management shall cancel classes due to lack of water, adequate sewage function, electricity, etc., for two (2) consecutive hours, management may require faculty members to attend scheduled activities on-campus provided that faculty are so notified within thirty (30) minutes after such cancellation(s).

6. Payment

The faculty shall be paid on a twenty-one (21) pay period preference or a twenty-six (26) pay period preference. Notification of preference must be made by the end of Spring semester to be effective for the following academic year. Preference may not be changed for one (1) year.

7. Payroll

The College shall maintain an electronic payroll deposit program.

Payroll errors shall be corrected by the College without undue delay. Payment shall be made within two (2) duty days following determination of the error.

8. Return of Materials

The faculty shall not be required, except for library inventory purposes, to turn in teaching supplies or materials prior to the last duty day of the semester.

9. Off-Island Travel

When a faculty member(s) travels off-island sponsored by the College, the traveler shall be entitled to compensation or reimbursement of the costs according to the Guam Community College Travel Policy and Procedures.

10. Outside Employment

Faculty employed outside of the College shall be in accordance with the GCC Personnel Rules and Regulations must be updated at the beginning of the academic year or as changes occur.

## SECTION E - MISCELLANEOUS

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## ARTICLE XXII - SOLE AGREEMENT

The provisions of this Agreement constitute the full, complete and sole Agreement between The Guam Community College Faculty Union and The Board of Trustees of Guam Community College for the faculty.

This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary and mutual consent of the parties in a written and signed amendment to this Agreement. If either party to this Agreement desires to modify or amend any Article thereof, written notice will be given at least sixty (60) calendar days in advance, unless both parties agree to less notification.

This Agreement shall modify or replace, for members of the Bargaining Unit, the effect of any policies, rules, regulations, or procedures of the Board which shall be contrary to or inconsistent with any provisions of this Agreement, and shall supplement any policies, rules, regulations or procedures consistent therewith.

During the life of this Agreement if any laws or executive orders, rules and regulations or policies of the Board, or directives of the College President are enacted/promulgated that are related to any provision of this Agreement and that are beneficial to the faculty, such regulations, policies, or directives shall prevail.

The parties agree that neither the Board, nor any employee of the College, nor the Executive Council of the Local, nor any faculty member of the Union shall intentionally violate any provision of this Agreement.

The parties agree jointly to support any legislation or administrative action necessary to implement this Agreement.

## ARTICLE XXIII - SAVINGS CLAUSE

The provisions of this Agreement are severable, and if any provision of this Agreement is determined by a court or arbitrator of competent jurisdiction or agreed by the parties to be invalid, void or unenforceable, this shall not affect the validity or enforceability of the remainder of this Agreement. The parties agree to negotiate in good faith as soon as possible for a proper amendment to this Agreement in the event any provision hereof is declared illegal, invalid, or unenforceable.

## ARTICLE XXIV - MAINTENANCE OF OPERATIONS

It is recognized that the need for continued and uninterrupted operations of the College is of paramount importance and that there should be no interference with such operations.

Both parties recognize the duty and obligation to comply with the provisions of this Agreement.

The Union agrees that neither the Union, or any person acting in behalf of the Union, will cause, authorize, engage in, sanction, nor will any of its members take part in, at the request of the Union, a strike against the College, or the concerted failure to report for duty, or willful absence from his/her duties of employment. Nothing contained in this Agreement shall be construed to restrict or limit the Board or the Union in its right to seek and obtain such judicial relief as it may be entitled to have under law for any violation of this or any other Article, and to take such action as it deems necessary to discipline and/or discharge any employee for violation of this Article.

The Board agrees that with regard to a declared emergency and decision made therein, the Board will consult with the Union with regard to the effects upon this Agreement.

An emergency is considered an Act of God, a natural disaster, or other dire interruption of the College program (a dire interruption does not include strike by other employee organizations or students).

It may happen that a portion of this Agreement, in whole or in part, cannot be implemented or upheld as the result of the direct, immediate, and exclusive operation of the forces of nature, uncontrolled or uninfluenced by the power of humans, and without human intervention, which is of such a character that it could not have been prevented, or avoided by foresight or prudence. Such forces of nature include, but are not limited to, wars, civil insurrection, earthquakes, typhoons, and the sudden illness or death of a person. In these cases, the Agreement still applies, but timelines may be altered by the circumstances.

## ARTICLE XXV - DURATION

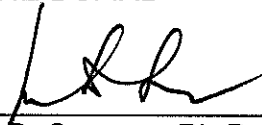
The intent of Interest-Based Bargaining is to create a permanent collaborative relationship between the College's Faculty and the Administration. Therefore, the Board and the Local/Union recognize that the spirit of this Agreement calls for a serious collaborative effort to work out issues that will arise in the implementation of this Agreement.

The life of this Agreement is defined as the beginning of Fall semester 2010, or upon approval by both parties, until the beginning of Fall semester 2016. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary and mutual consent of the parties in a written and signed amendment to this Agreement. If either party to this Agreement desires to modify or amend any Article thereof, written notice will be given at least sixty (60) calendar days in advance, unless both parties agree to less notification.

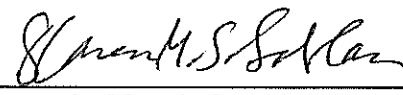
This Agreement may be extended by mutual agreement. In the event that negotiations are not completed before the beginning of Fall semester 2016, this Agreement will remain in effect until a new Agreement is reached.

This Agreement may be modified or amended, as needed in accordance with Article XXII, Sole Agreement. If either party gives such notice to the other, the parties shall meet to set up rules for negotiations to modify or amend the Agreement. Signed and entered into this 3<sup>rd</sup> day of November 2010.

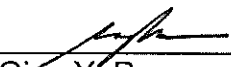
FOR THE BOARD

  
\_\_\_\_\_  
R. Ray D. Somera, Ph.D.  
Chief Negotiator

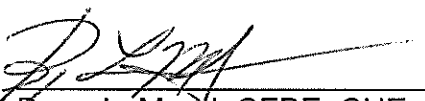
FOR THE UNION

  
\_\_\_\_\_  
Barry L. Mead, CFBE, CHE  
Chief Negotiator

RATIFIED FOR THE BOARD

  
\_\_\_\_\_  
Gina Y. Ramos  
Chairperson, Board of Trustees

RATIFIED FOR LOCAL 6476

  
\_\_\_\_\_  
Barry L. Mead, CFBE, CHE  
President, Guam Community College  
Faculty Union

## ACKNOWLEDGEMENTS

The parties wish to acknowledge the participation and contributions of the following people to this Agreement.

### FOR MANAGEMENT:

Rene Ray D. Somera, Ph.D., Chief Negotiator  
Carmen Kwek-Santos  
Michelle S. Santos, Ed.D.  
Reilly Ridgell  
Joann Muna  
Deborah Belanger (BOT)

### FOR THE UNION

Barry L. Mead, CFBE, CHE, Chief Negotiator  
Karen Sablan  
Donna Cruz  
Anthony San Nicolas  
Juanita Tenorio  
Carol Cruz

### FACILITATOR

Carol Catanzariti



## APPENDICES

## APPENDIX A

## FACULTY JOB SPECIFICATIONS

### DEFINITION OF TERMS

The following definitions apply to the terms listed below as they appear in the Minimum Experience and Training Requirements for Faculty Ranks:

High School Diploma	A regular or adult high school diploma or GED equivalency diploma.
Associate's Degree	An Associate Degree issued by an accredited or recognized postsecondary institution (refer to Article XVI, A, 2a.) Certified U.S. Department of Labor journeyman certificate shall be equivalent to an Associate's Degree.
Bachelor's Degree	A Bachelor's Degree issued by an accredited or recognized postsecondary institution (refer to Article XVI, A, 2a.).
Master's Degree	A Master's Degree issued by an accredited or recognized postsecondary institution (refer to Article XVI, A, 2a.).
Doctorate Degree	A Ph.D., Ed.D., J.D. or equivalent terminal degree issued by an accredited or recognized postsecondary institution (refer to Article XVI, A, 2a.).
Semester Hour	One college credit as evidenced on an official transcript by an accredited or recognized postsecondary institution or four (4) CEUs.
Continuing Education Units (CEUs)	Four (4) CEUs equals one (1) semester credit. CEUs must be in the field or related area and must be recognized by the International Association for Continuing Education & Training (ref. Section 2: The Continuing Education Unit)
Employment	Paid work experience above trainee level.
Teaching Experience Agreement	Reference Article XVI, D of the Board-Union
Field of Study or Related Area Agreement	Reference Article XVI, E of the Board-Union
Instructional Methods Courses	Career and Technical Education (CTE)/Vocational Teaching Methods or Vocational Curriculum and other courses preparing instructors to teach skills for careers in the workplace.

Career and Technical Education  
Programs

Previously known as Vocational Education. CTE programs prepare students to attain skills needed to pursue high-skill, high-wage careers and for postsecondary education.

### **NATURE OF WORK FOR INSTRUCTIONAL FACULTY:**

Faculty work is comprised of work assignments scheduled by the College and individual faculty members. Faculty work assignments will include those duties and responsibilities described in the job specifications for each instructional faculty rank. Faculty is responsible for implementing the College curriculum within the limits of the resources provided. Faculty is also responsible for participation in the governance of the College through membership in the Faculty Senate.

### **ILLUSTRATIVE EXAMPLES OF WORK**

The College makes an effort to integrate skills across the curriculum through effective instructional methods. The following examples are representative of the standards the College seeks to achieve.

#### **Teaching Responsibilities**

Use many different tools to assess how their students learn, as well as what the students know, and use this information to help all students advance from where they are to where they need to be.

Engage students in active learning – debating; discussing; researching; writing; evaluating; experimenting; and constructing models, papers, and products, in addition to listening to and reading information, watching demonstrations, and practicing skills;

Make their expectations for high-quality work very clear and provide models of student work that meets those standards;

Provide constant feedback that helps students improve as they continuously revise their work toward these standards.

Design and manage a well-functioning, respectful classroom that allows students to work productively.

Collaborate with other teachers and administrators to create a seamless curriculum and a supportive environment throughout the school.

Provides instruction utilizing various teaching methods, support media and other materials to supplement presentations.

Organizes and conducts instruction in line with the College's mission based on programmatic requirements, course guides, performance objectives, student needs, and assessment outcomes (as further defined in Article VIII C).

Participates in regular student and peer evaluation of instructional effectiveness.

Develops, reviews, modifies, and uses instructional materials and methods for students with learning difficulties.

Utilizes information from self, peer, and student evaluations for instructional improvement.

Integrates course content with other disciplines.

#### **Student Affairs**

Participates in academic advising as stipulated in the GCC Advisor Handbook.

Advises or sponsors student interest groups.

Supervises and participates in the supervision of student activities.

Maintains professional relationships with students.  
Participates in student registration and orientation.  
Refers students to support services.  
Encourages student leadership skills.  
Assists students in attaining their academic, career, and personal goals.  
Assists with student job placement.  
Participates in graduation.

### **Leadership**

Leadership involves the initiation, development, and organization of projects which significantly contribute to the interest of the College. Such activities may include:

Supervising work-study students.  
Directing the work of para-professionals, support staff and others.  
Mentoring other faculty.  
Serving on committees.  
Chairing committees.  
Assisting colleagues in identifying and resolving campus concerns.  
Serving as department chairperson.  
Developing new programs and services.  
Writes grants or program agreements and reports.

### **Assessment, Curriculum and Other Activities**

Participates in the College assessment process.  
Participates in the accreditation process.  
Participates in the development of the College's master plan.  
Reviews and provides input for the catalog.  
Participates in College-related research.  
Participates in the promotions of the College programs and recruitment of students.  
Participates in College-related activities.  
Coordinates with external agencies, advisory committees, apprenticeship, work experience.  
Assists with program management (budget, inventory, work orders, supplies, special funds, and others).  
Develops and updates program and course guides.

### **Professional Development**

Participates in scheduled Faculty Development Days.  
Attends conferences, workshops, and seminars.  
Presents at conferences, workshops, and seminars.  
Develops and teaches courses through continuing education.  
Conducts research, edits, and publishes.  
Completes courses and acquires certificates, certifications, and degrees.  
Completes instructional methods or Career Technical methods.  
Updates knowledge and skills through work experience.  
Conducts independent studies and research.

### **Community Service**

Community service shall be considered providing voluntary services to the community that favorably reflect on the College. Such activities may include:

Conducts workshops, seminars, outreach programs, and other events designed to meet the needs of special segments of the community.

Advises and assists agencies.

Participates in non-profit organizations, community groups, and others.

Serves on boards and commissions.

Disseminates information on College functions and services.

Participates in community-based research.

## **DUTIES AND RESPONSIBILITIES FOR INSTRUCTIONAL FACULTY RANKS**

### **EMERGENCY INSTRUCTOR**

Appointment to this position is on a limited-term basis and is valid for not more than one (1) academic year at a time to meet the emergency need of the College.

Among the "Illustrative Examples of Work," listed herein above for faculty, the minimum duties and responsibilities required for the Emergency Instructor rank are as follows:

Under close supervision:

1. Conducts courses of instruction:  
Follows syllabus and lesson plans.  
Provides effective instruction.  
Ensures that classroom is neat and maintenance department is notified of problems.
2. Supports department activities:  
Participates in department meetings.  
Maintains inventory of assigned books and equipment.  
Prepares requests for books and equipment.
3. Accessible for student consultation.  
Maintains office hours for postsecondary classes.

### **MINIMUM EXPERIENCE AND TRAINING REQUIREMENTS FOR EMERGENCY INSTRUCTOR**

1. An Associate's Degree in the field of study or related area; OR
2. A high school diploma, plus professional certification or license from a recognized organization in the field and a minimum of four (4) years of employment in the field of study or related area; OR
3. A high school diploma, plus a minimum of five (5) years of employment in the field of study or related area.

## **ASSISTANT INSTRUCTOR**

Among the "Illustrative Examples of Work," listed herein above for faculty, the minimum duties and responsibilities required for the Assistant Instructor rank are as follows:

Under general supervision:

1. Conducts courses of instruction:  
Prepares syllabus and lesson plans.  
Follows course guide.  
Provides effective instruction.  
Teaches current information in the field.  
Ensures that classroom is neat and maintenance department is notified of problems.
2. Supports department activities:  
Participates in department meetings.  
Prepares schedules.  
Maintains inventory of assigned books and equipment.  
Prepares requests for books and equipment.  
Participates in department assessment.  
Reviews and revises curriculum.  
Participates in the promotions of the College programs and recruitment of students.
3. Participates in Faculty Governance through the Faculty Senate.  
\*Serves as a member of at least one committee.
4. Assists in student advisement:  
Advises assigned students.  
Accessible for student consultation.  
Maintains office hours for postsecondary classes.
5. Identifies and implements a professional development plan:  
Completes courses necessary for advancement.  
Participates in relevant workshops.  
Participates in relevant professional development activities.  
Participates in scheduled Faculty Development Days.  
\*Participates in the College's mentoring program.

\*For these activities, extra effort in one area may compensate for minimal or no effort in another. Faculty member and supervisor will agree on appropriate combination of activities.



## **MINIMUM EXPERIENCE AND TRAINING REQUIREMENTS FOR ASSISTANT INSTRUCTOR**

1. A Bachelor's Degree, with at least eighteen (18) semester hours in the field of study or related area, and eighteen (18) semester hours in professional education or six (6) semester hours in instructional methods; OR
2. An Associate's Degree, with a major in the field of study or related area, and eighteen (18) semester hours in professional education or six (6) semester hours in instructional methods, plus four (4) years of employment in the field of study or related area; OR
3. A high school diploma, with six (6) semester hours in vocational teaching methods or vocational curriculum, plus professional certification or license from a recognized organization in the field, with a minimum of six (6) years of employment in the field of study or related area; OR
4. A high school diploma and six (6) semester hours in instructional methods, plus eight (8) years of employment in the field of study or related area.

(Continuing Education Units can be substituted for no more than 25% of the required semester hours.)

## INSTRUCTOR

Among the "Illustrative Examples of Work," listed herein above for faculty, the minimum duties and responsibilities required for the Instructor rank are as follows:

Under general supervision:

1. Conducts courses of instruction:  
Prepares syllabus and lesson plans.  
Follows course guide.  
Provides effective instruction.  
Teaches current information in the field.  
Ensures that classroom is neat and maintenance department is notified of problems.  
Make their expectations for high-quality work very clear and provide models of student work that meets those standards;
2. Supports department activities:  
Participates in department meetings.  
Prepares schedules.  
Maintains inventory of assigned books and equipment.  
Prepares requests for books and equipment.  
Participates in department assessment.  
Reviews and revises curriculum.  
Participates in the promotions of the College programs and recruitment of students.
3. Participates in Faculty Governance through the Faculty Senate.  
\*Serves as a member of at least one committee.
4. Assists in student advisement:  
Advises assigned students.  
Accessible for student consultation.  
Maintains office hours for postsecondary classes.  
\*Advises student activities, clubs or organizations.
5. Identifies and implements a professional development plan:  
Completes courses necessary for advancement.  
Participates in relevant workshops.  
Participates in relevant professional development activities.  
Participates in scheduled Faculty Development Days.  
\*Participates in the College's mentoring program.

\*For these activities, extra effort in one area may compensate for minimal or no effort in another. Faculty member and supervisor will agree on appropriate combination of activities.

## MINIMUM EXPERIENCE AND TRAINING REQUIREMENTS FOR INSTRUCTOR

1. A Master's Degree, with at least eighteen (18) hours in the field of study or related area, and eighteen (18) semester hours in professional education, or six (6) semester hours in instructional methods; OR
2. A Bachelor's Degree, with at least eighteen (18) hours in the field of study or related area, and eighteen (18) semester hours in professional education or six (6) semester hours in instructional methods, plus
  - a. Eighteen (18) semester hours beyond the Bachelor's degree in the field of study or related area, professional education or any combination thereof; OR
  - b. Six (6) semester hours beyond the Bachelor's degree in a related area or professional education, and three (3) years of employment in the field of study or related area; OR
  - c. Four (4) years of employment in the field of study; OR
3. An Associate's Degree, with a major in the field of study or related area and twenty-four (24) semester hours in professional education, to include six (6) semester hours in instructional methods, plus eight (8) years of employment in the field of study or related area.

(Continuing Education Units can be substituted for no more than 25% of the required semester hours.)

## **ASSISTANT PROFESSOR**

Among the "Illustrative Examples of Work," listed herein above for faculty, the minimum duties and responsibilities required for the Assistant Professor rank are as follows:

The following are the minimum duties and responsibilities required of Assistant Professor. Some activities may overlap in more than one area.

Under general supervision:

1. Conducts courses of instruction:  
Prepares syllabus and lesson plans.  
Follows course guide.  
Provides effective instruction.  
Teaches current information in the field.  
Ensures that classroom is neat and maintenance department is notified of problems.  
Maintains a high standard of teaching.
2. Supports department activities:  
Participates in department meetings.  
Prepares schedules.  
Maintains inventory of assigned books and equipment.  
Prepares requests for books and equipment.  
Participates in the department assessment and program evaluation.  
\*Serves as department chairperson.  
Reviews, writes or revises curriculum documents.  
Participates in the promotions of the College programs and recruitment of students.
3. Participates in Faculty Governance through the Faculty Senate.  
Serves on at least one committee.
4. Assists in student advisement:  
Advises assigned students.  
Maintains office hours for postsecondary classes.  
\*Advises student activities, clubs or organizations.
5. Identifies and implements a professional development plan:  
Completes courses necessary for advancement.  
Participates in relevant workshops.  
Participates in relevant professional development activities.  
\*Serves as a mentor for faculty.
6. \*Provides community service.

\*For these activities, extra effort in one area may compensate for minimal or no effort in another. Faculty member and supervisor will agree on appropriate combination of activities.

## MINIMUM EXPERIENCE AND TRAINING REQUIREMENTS FOR ASSISTANT PROFESSOR

1. A Doctorate Degree, with at least eighteen (18) hours in the field of study or related area, and eighteen (18) semester hours in professional education or six (6) semester hours in instructional methods; OR

Must show evidence of work consistent with Article XVII, D, 1 (Board-Union Agreement), within sixty (60) calendar days from the initial date of employment; AND

2. A Master's Degree, with at least eighteen (18) hours in the field of study or related area, and eighteen (18) semester hours in professional education or six (6) semester hours in instructional methods, and four (4) years of employment in the field of study or related area, at least two (2) years of which must have been in teaching at the College's Instructor level or equivalent; OR
3. A Bachelor's Degree, with at least eighteen (18) hours in the field of study or related area, and eighteen (18) semester hours in professional education to include six (6) semester hours in instructional methods, and two (2) years at the College's Instructor level or equivalent, plus
  - a. Twenty-four (24) semester hours, with a minimum of twelve (12) semester hours at the upper division or graduate level in the field of study or related area or professional education, or any combination thereof; OR
  - b. Twelve (12) semester hours in the field of study or related area or professional education, and six (6) years of employment in the field of study or related area.

(Continuing Education Units can be substituted for no more than 25% of the required semester hours.)

## ASSOCIATE PROFESSOR

Among the "Illustrative Examples of Work," listed herein above for faculty, the minimum duties and responsibilities required for the Associate Professor rank are as follows:

The following are the minimum duties and responsibilities required of Assistant Professor. Some activities may overlap in more than one area.

Under general supervision:

1. Conducts courses of instruction:  
Prepares syllabus and lesson plans.  
Follows course guide.  
Provides effective instruction.  
Teaches current information in the field.  
Ensures that classroom is neat and maintenance department is notified of problems.  
Maintains a superior standard of teaching.
2. Supports department activities:  
Participates in department meetings.  
Prepares schedules.  
Maintains inventory of assigned books and equipment.  
Prepares requests for books and equipment.  
Participates in department assessment and program evaluation.  
Reviews, writes or revises curriculum documents, if needed.  
\*Assumes leadership role in department assessment and program evaluation.  
\*Serves as department chairperson.  
Participates in the promotions of the College programs and recruitment of students.
3. Participates in Faculty Governance through the Faculty Senate.  
Participates in College Affairs Council meetings.  
\*Serves as committee chairperson.  
\*Serves on at least one committee.
4. Assists in student advisement:  
Advises assigned students.  
Maintains office hours for postsecondary classes.  
\*Advises student activities, clubs or organizations.
5. Identifies and implements a professional development plan:  
Completes courses necessary for advancement.  
Participates in relevant workshops.  
Participates in relevant professional development activities.  
\*Serves as a mentor for faculty.
6. \*Provides community service.

\*For these activities, extra effort in one area may compensate for minimal or no effort in another. Faculty member and supervisor will agree on appropriate combination of activities.

## MINIMUM EXPERIENCE AND TRAINING REQUIREMENTS FOR ASSOCIATE PROFESSOR

Must show evidence of work consistent with Article XVII, D, 2 (Board-Union Agreement), within sixty (60) calendar days from the initial date of employment; AND

1. A Doctorate Degree, with at least eighteen (18) hours in the field of study or related area, and eighteen (18) semester hours in professional education or six (6) semester hours in instructional methods, plus two (2) years of teaching experience at the College's Assistant Professor level or equivalent; OR
2. A Master's Degree, with at least eighteen (18) hours in the field of study or related area, and eighteen (18) semester hours in professional education or six (6) semester hours in instructional methods, plus fifteen (15) semester hours of upper division to include nine (9) semester hours at the graduate level earned after the granting of the Master's Degree, and six (6) years of employment in the field of study or related area, three (3) years of which must have been teaching experience at the College's Assistant Professor level or equivalent; OR
3. A Bachelor's Degree, with at least eighteen (18) hours in the field of study or related area, and eighteen (18) semester hours in professional education to include six (6) semester hours in instructional methods, plus thirty-six (36) semester hours of course work at the upper division or graduate level in professional education, field of study or related area, of which eighteen (18) semester hours must be at the graduate level, and twelve (12) years of employment in the field of study or related area, four (4) years of which must have been teaching experience at the College's Assistant Professor level or equivalent.

(Continuing Education Units can be substituted for no more than 25% of the required semester hours.)

## **PROFESSOR**

Among the "Illustrative Examples of Work," listed herein above for faculty, the minimum duties and responsibilities required for the Professor rank are as follows:

The following are the minimum duties and responsibilities required of Professor. Some activities may overlap in more than one area.

1. Conducts courses of instruction:  
Prepares syllabus and lesson plans.  
Follows course guide.  
Provides effective instruction.  
Teaches current information in the field.  
Ensures that classroom is neat and maintenance department is notified of problems.  
Maintains a superior standard of teaching.  
Provides leadership and assistance to colleagues in becoming more effective teachers.
2. Supports department activities:  
Participates in department meetings.  
Prepares schedules.  
Maintains inventory of assigned books and equipment.  
Prepares requests for books and equipment.  
Participates in department assessment and program evaluation.  
Assumes leadership role in department assessment and program evaluation.  
Reviews, writes or revises curriculum documents.  
\*Serves as department chairperson.  
Participates in the promotions of the College programs and recruitment of students.
3. Participates in Faculty Governance through the Faculty Senate.  
Participates in College Affairs Council meetings.  
\*Serves as committee chairperson.  
\*Serves on at least one committee.
4. Assists in student advisement:  
Advises assigned students.  
Maintains office hours for postsecondary classes.  
\*Advises student activities, clubs or organizations.
5. Identifies and implements a professional development plan:  
Completes courses necessary for advancement.  
Participates in relevant workshops.  
Participates in relevant professional development activities.  
Provides leadership in professional development projects.  
\*Publishes books or articles relevant to their field.  
Serves as a mentor for faculty.
6. \*Provides community service.

\*For these activities, extra effort in one area may compensate for minimal or no effort in another. Faculty member and supervisor will agree on appropriate combination of activities.



## MINIMUM EXPERIENCE AND TRAINING REQUIREMENTS FOR PROFESSOR

Must show evidence of work consistent with Article XVII, D, 3 (Board-Union Agreement), within sixty (60) calendar days from the initial date of employment; AND

1. A Doctorate Degree, with at least eighteen (18) hours in the field of study or related area, and eighteen (18) semester hours in professional education or six (6) semester hours in instructional methods, plus eight (8) years of employment in the field of study or related area, three (3) years of which must have been teaching experience at the College's Associate Professor level or equivalent; and must have Chaired a department for at least one term or chaired a major Committee as defined in Article XII and Article XVIII during their tenure at the College. OR
2. A Master's Degree, with at least eighteen (18) hours in the field of study or related area, and eighteen (18) semester hours in professional education or six (6) semester hours in instructional methods, and thirty (30) semester hours of related college credits after the granting of the Master's Degree, to include fifteen (15) semester hours at the graduate level, plus eight (8) years of employment in the field of study or related area, of which five (5) years must have been teaching experience at the Associate Professor level and must have Chaired a department for at least one term or chaired a major Committee as defined in Article XII and Article XVIII during their tenure at the College.

(Continuing Education Units can be substituted for no more than 25% of the required semester hours.)

## FACULTY JOB SPECIFICATIONS

### DEFINITION OF TERMS

The following definitions apply to the terms listed below as they appear in the Minimum Experience and Training Requirements for Faculty Ranks:

High School Diploma	A regular or adult high school diploma or GED equivalency diploma.
Associate's Degree	An Associate Degree issued by an accredited or recognized postsecondary institution (refer to Article XVI, A, 2a.) Certified U.S. Department of Labor journeyman certificate shall be equivalent to an Associate's Degree.
Bachelor's Degree	A Bachelor's Degree issued by an accredited or recognized postsecondary institution (refer to Article XVI, A, 2a.).
Master's Degree	A Master's Degree issued by an accredited or recognized postsecondary institution (refer to Article XVI, A, 2a.).
Doctorate Degree	A Ph.D., Ed.D., J.D. or equivalent terminal degree issued by an accredited or recognized postsecondary institution (refer to Article XVI, A, 2a.).
Semester Hour	One college credit as evidenced on an official transcript by an accredited or recognized postsecondary institution or four (4) CEUs.
Continuing Education Units (CEUs)	Four (4) CEUs equals one (1) semester credit. CEUs must be in the field or related area and must be recognized by the International Association for Continuing Education & Training (ref. Section 2: The Continuing Education Unit)
Employment	Paid work experience above trainee level.
Teaching Experience Agreement	Reference Article XVI, D of the Board-Union
Field of Study or Related Area Agreement	Reference Article XVI, E of the Board-Union
Instructional Methods Courses	Career and Technical Education (CTE)/Vocational Teaching Methods or Vocational Curriculum and other courses preparing instructors to teach skills for careers in the workplace.

Career and Technical Education  
Programs

Previously known as Vocational Education. CTE programs prepare students to attain skills needed to pursue high-skill, high-wage careers and for postsecondary education.

**NATURE OF WORK FOR NON-INSTRUCTIONAL FACULTY:**

Non-instructional faculty work is comprised of work assignments scheduled by the College and individual faculty members. Faculty work assignments will include those duties and responsibilities described in the job specification for each rank. Faculty is responsible for implementing College activities within the limits of the resources provided. Faculty is also responsible for participation in the governance of the College through the Faculty Senate and other non-instructional work of the college.

**ILLUSTRATIVE EXAMPLES OF WORK**

The College makes an effort to integrate skills across the curriculum through effective non-instructional methods. The following examples are representative of the standards the College seeks to achieve.

**Work Responsibilities**

**Academic Advisor**

**Advisement for Apprentices ONLY**

Assists apprentices with admission and registration/provide guidance in course selection in keeping with the apprentice's specific trade.

Assists apprentices with completion of forms and communicates pertinent procedures and requirements.

Monitors apprentices' academic progress, and develop or maintain apprentices' educational plan.

Works with instructional faculty and other appropriate personnel to identify options for apprentices to satisfy curriculum requirements.

Provides apprentices with degree or certificate information related to their trade.

Assists apprentices transition into a certificate or degree program.

**Recruitment**

Coordinates resources for recruitment activities for incoming freshmen.

Prepares recruitment or informational packets for distribution to high schools.

Works with other college departments to acquire resources for high school recruitment activities.

## **Work Experience Coordinator**

Provides opportunities for students at the high school to participate in a monitored, planned and evaluated work experience activity related to their program of study.  
Recruits students to participate in the work experience programs.  
Meets with employers to inform and discuss the work experience programs and students.  
Reviews applications for students interested in the Work Experience.  
Develops and coordinates learning/training stations for work experience students with employer and instructor input.  
Monitors, counsels, and advises work experience students at the job site.  
Organizes and conducts instruction in line with the College's mission based on programmatic requirements, course guides, performance objectives, student needs, and assessment outcomes (as further defined in Article VIII C.)  
Provides feedback on assignments, projects and evaluations concerning the work experience program.  
Assigns grades to work experience students as defined in Article VIII C of the Agreement and submits or provides same to appropriate GDOE personnel for input to the student's records.  
Meets with industry/Government, and community organizations such as: Guam Hotel Restaurant Association, Guam Contractors Association, Department of Labor, Agency for Human Resource Development and others to establish training and capacity building initiatives, and to coordinate activities for student work experience.  
Develops Training Agreements, Training Plans, and Memoranda of Agreements to facilitate training opportunities.

## **School Health Counselor**

Provides first aid and nursing interventions for health emergencies, illnesses and injuries that occur on-campus.  
Educates and assists in the control of communicable diseases through preventive Tuberculosis and immunization programs, early detection, surveillance and reporting of contagious diseases.  
Plans and implements protocol for clients visiting the Health Services Center for management of health problems including the administration of medication.  
Maintains, evaluates, and interprets health data to accommodate individual needs of clients.  
Develops and revises Health Services Center's policies, procedures, and standing orders.  
Maintains communication with the medical advisor as necessary on the health operations of the Center.  
Coordinates utilization of existing health resources to provide appropriate care of clients, and makes necessary referrals to parents (for minor clients), school personnel and community health resources for intervention, remediation, and follow through.  
Coordinates health screening programs of students in accordance with public law and school policy, and provides follow-up services when indicated. This includes conducting health clearances for school enrollment.  
Serves as a resource to employees and students on health issues. This includes serving as a health liaison among school, home, and the community.

Coordinates health audit, prepares and submits statistical reports to the Tuberculosis and Immunization Programs of the Department of Public Health and Social Services as required.

### **Librarian**

Provides reference services to the students, employees, and community users.  
Provides library orientation and bibliographic instruction to individuals and classes.  
Serves as faculty liaison for collection development in assigned areas.  
Collaborates with other Librarians in collection development.  
Develops information literacy curriculum units for subject areas, general education requirements, and career and technical programs.  
Coordinates library displays and publicizes library programs.  
Collaborates in maintaining and developing the library Web site.  
Serves as database manager for the automated library system including the Administration, Cataloging, Circulation, OPAC and Library Portal modules.  
Catalogs and classifies print and non-print materials using the automated library system.  
Manages the circulation services of GCC library.

### **Career Counselor**

#### **Postsecondary**

Provides counselor intervention services to walk-in students.  
Provides pre-enrollment counseling to students.  
Provides individual and group career counseling to current and prospective students.  
Provides educational planning strategies to students.  
Provides limited preventive and developmental personal counseling.  
Participates in department planning sessions to review, evaluate, and develop department services and activities.  
Coordinates student college testing programs (i.e., COMPASS).  
Coordinates a multiple intervention process to ensure the educational, personal, and social developmental needs and concerns of the students are addressed.  
Coordinates referring students to appropriate professionals, programs, and/or services in the community.  
Coordinates college career development and guidance events (i.e., needs assessment based workshops and presentations, career fairs).  
Participates in outreach programs related to career development, guidance, and recruitment.

#### **Secondary**

Assists with appropriate placement and retention of students in Career and Technical Education programs in the secondary environment.  
Inputs and retrieves data using the secondary student information system.  
Assists with the gathering of data, identifying and reporting key findings as appropriate in the secondary environment.  
Conducts recruitment presentations to prospective secondary CTE students.  
Coordinates elective fairs/promotional events for prospective secondary CTE students.  
Provides career counseling and advisement services to CTE walk-in students.  
Provides CTE students with limited preventive and personal counseling, making referrals to GDOE, GCC, and community resources as appropriate.

Coordinates with other GCC secondary faculty on topics including enrollment, student concerns, data collection, activity, and event planning.  
Collaborates with GDOE counselors to recruit, place and retain students, using the secondary student information system as appropriate.  
Coordinates with secondary site personnel (e.g. Career Resource Teachers, administrators, aides) to address GCC secondary program student needs.  
Provides assistance to GCC and community resources in their efforts to serve secondary CTE students.

### **Student Affairs**

Participates in academic advising as stipulated in the GCC Advisor Handbook.  
Advises or sponsors student interest groups.  
Supervises and participates in the supervision of student activities.  
Maintains professional relationships with students.  
Participates in student registration and orientation.  
Refers students to support services.  
Encourages student leadership skills.  
Assists students in attaining their academic, career, and personal goals.  
Assists with student job placement.  
Participates in graduation.

### **Leadership**

Leadership involves the initiation, development, and organization of projects which significantly contribute to the interest of the College. Such activities may include:  
Supervising work-study students.  
Directing the work of para-professionals, support staff and others.  
Mentoring other faculty.  
\*Serving on committees.  
\*Chairing committees.  
Assisting colleagues in identifying and resolving campus concerns.  
Serving as department chairperson.  
Developing new programs and services.  
Writes grants or program agreements and reports.

\*The degree of participation to be dependent upon the establishment of a remedy to workload disparity and the equation of how committee work relates to the non-instructional faculty workload.

### **Assessment, Curriculum and Other Activities**

Participates in the College assessment process.  
Participates in the accreditation process.  
Participates in the development of the College's master plans.  
Reviews and provides input for the catalog.  
Participates in College-related research.  
Participates in the promotions of the College programs and recruitment of students.  
Participates in College-related activities.  
Coordinates with external agencies, advisory committees, apprenticeship, work experience.  
Assists with program management (budget, inventory, work orders, supplies, special funds, and others).  
Develops and updates program and course guides.

## **Professional Development**

- Participates in scheduled Faculty Development Days.
- Attends conferences, workshops, and seminars.
- Presents at conferences, workshops, and seminars.
- Develops and teaches courses through continuing education.
- Conducts research, edits, and publishes.
- Completes courses and acquires certificates, certifications, and degrees.
- Completes vocational and occupational training.
- Updates knowledge and skills through work experience.
- Conducts independent studies and research.

## **Community Service**

Community service shall be considered providing voluntary services to the community that favorably reflect on the College. Such activities may include:

- Conducts workshops, seminars, outreach programs, and other events designed to meet the needs of special segments of the community.
- Advises and assists agencies.
- Participates in non-profit organizations, community groups, and others.
- Serves on boards and commissions.
- Disseminates information on College functions and services.
- Participates in community-based research.

## DUTIES AND RESPONSIBILITIES FOR NON- INSTRUCTIONAL FACULTY RANKS

### NON-INSTRUCTIONAL EMERGENCY INSTRUCTOR

Appointment to this position is on a limited-term basis and is valid for not more than one (1) academic year at a time to meet the emergency need of the College.

Among the "Illustrative Examples of Work," listed herein above for faculty, the minimum duties and responsibilities required for the Emergency Instructor rank are as follows:

Under close supervision:

1. Refer to "Illustrative Examples of Work" for appropriate non-instructional job title
2. Supports department activities:  
Participates in department meetings.  
Maintains inventory of resources and equipment.  
Requests for resources and equipment.
3. Accessible for student consultation.

### **MINIMUM EXPERIENCE AND TRAINING REQUIREMENTS FOR NON-INSTRUCTIONAL EMERGENCY INSTRUCTOR**

1. An Associate's Degree in the field of study or related area; OR
2. A high school diploma, plus professional certification or license from a recognized organization in the field and a minimum of four (4) years of employment in the field of study or related area; OR
3. A high school diploma, plus a minimum of five (5) years of employment in the field of study or related area.



## **NON-INSTRUCTIONAL ASSISTANT INSTRUCTOR**

Among the "Illustrative Examples of Work," listed herein above for faculty, the minimum duties and responsibilities required for the Assistant Instructor rank are as follows:

Under general supervision:

1. Refer to "Illustrative Examples of Work" for appropriate non-instructional job title
2. Supports department activities:  
Participates in department meetings.  
Prepares schedules.  
Maintains inventory of resources and equipment.  
Requests for resources and equipment.  
Participates in department assessment.  
Reviews and revises curriculum.  
Participates in the promotions of the College programs and recruitment of students.
3. Participates in Faculty Governance through the Faculty Senate.  
\*Serves as a member of at least one committee.
4. Assists in student advisement:  
Advises assigned students.  
Accessible for student consultation.  
Maintains office hours.
5. Identifies and implements a professional development plan:  
Completes courses necessary for advancement.  
Participates in relevant workshops.  
Participates in relevant professional development activities.  
Participates in scheduled Faculty Development Days.  
\*Participates in the College's mentoring program.

\*For these activities, extra effort in one area may compensate for minimal or no effort in another. Faculty member and supervisor will agree on appropriate combination of activities.

## **MINIMUM EXPERIENCE AND TRAINING REQUIREMENTS FOR NON-INSTRUCTIONAL ASSISTANT INSTRUCTOR**

1. A Bachelor's Degree, with at least eighteen (18) semester hours in the field of study or related area, and eighteen (18) semester hours in professional education or six (6) semester hours in instructional methods; OR
2. An Associate's Degree, with a major in the field of study or related area, and eighteen (18) semester hours in professional education or six (6) semester hours in instructional methods, plus four (4) years of employment in the field of study or related area; OR
3. A high school diploma, with six (6) semester hours in vocational teaching methods or vocational curriculum, plus professional certification or license from a recognized organization in the field, with a minimum of six (6) years of employment in the field of study or related area; OR
4. A high school diploma and six (6) semester hours in instructional methods, plus eight (8) years of employment in the field of study or related area.

(Continuing Education Units can be substituted for no more than 25% of the required semester hours.)

## **NON-INSTRUCTIONAL INSTRUCTOR**

Among the "Illustrative Examples of Work," listed herein above for faculty, the minimum duties and responsibilities required for the Instructor rank are as follows:

Under general supervision:

1. Refer to "Illustrative Examples of Work" for appropriate non-instructional job title
2. Supports department activities:  
Participates in department meetings.  
Prepares schedules.  
Maintains inventory of resources and equipment.  
Requests for resources and equipment.  
Participates in department assessment.  
Reviews and revises curriculum.  
Participates in the promotions of the College programs and recruitment of students.
3. Participates in Faculty Governance through the Faculty Senate.  
\*Serves as a member of at least one committee.
4. Assists in student advisement:  
Advises assigned students.  
Accessible for student consultation.  
Maintains office hours.  
\*Advises student activities, clubs or organizations.
5. Identifies and implements a professional development plan:  
Completes courses necessary for advancement.  
Participates in relevant workshops.  
Participates in relevant professional development activities.  
Participates in scheduled Faculty Development Days.  
\*Participates in the College's mentoring program.

\*For these activities, extra effort in one area may compensate for minimal or no effort in another. Faculty member and supervisor will agree on appropriate combination of activities.

## MINIMUM EXPERIENCE AND TRAINING REQUIREMENTS FOR NON-INSTRUCTIONAL INSTRUCTOR

1. A Master's Degree, with at least eighteen (18) hours in the field of study or related area, and eighteen (18) semester hours in professional education, or six (6) semester hours in instructional methods (Master's degree in Library Science or Counseling related field is the minimum requirement for librarians and counselors respectively); OR
2. A Bachelor's Degree, with at least eighteen (18) hours in the field of study or related area, and eighteen (18) semester hours in professional education or six (6) semester hours in instructional methods, plus
  - a. Eighteen (18) semester hours beyond the Bachelor's degree in the field of study or related area, professional education or any combination thereof; OR
  - b. Six (6) semester hours beyond the Bachelor's degree in a related area or professional education, and three (3) years of employment in the field of study or related area; OR
  - c. Four (4) years of employment in the field of study; OR
3. An Associate's Degree, with a major in the field of study or related area and twenty-four (24) semester hours in professional education, to include six (6) semester hours in instructional methods, plus eight (8) years of employment in the field of study or related area.

(Continuing Education Units can be substituted for no more than 25% of the required semester hours.)

## **NON-INSTRUCTIONAL ASSISTANT PROFESSOR**

Among the "Illustrative Examples of Work," listed herein above for faculty, the minimum duties and responsibilities required for the Assistant Professor rank are as follows:

The following are the minimum duties and responsibilities required of Assistant Professor. Some activities may overlap in more than one area.

Under general supervision:

1. Refer to "Illustrative Examples of Work" for appropriate non-instructional job title.  
Maintains a high standard of work performance.
2. Supports department activities:  
Participates in department meetings.  
Prepares schedules.  
Maintains inventory of resources and equipment.  
Requests for resources and equipment.  
Participates in the department assessment and program evaluation.  
\*Serves as department chairperson.  
\*Reviews, writes or revises curriculum documents.  
Participates in the promotions of the College programs and recruitment of students.
3. Participates in Faculty Governance through the Faculty Senate.  
Serves on at least one committee.
4. Assists in student advisement:  
Advises assigned students.  
Maintains office hours.  
\*Advises student activities, clubs or organizations.
5. Identifies and implements a professional development plan:  
Completes courses necessary for advancement.  
Participates in relevant workshops.  
Participates in relevant professional development activities.  
\*Serves as a mentor for faculty.
6. \*Provides community service.

\*For these activities, extra effort in one area may compensate for minimal or no effort in another. Faculty member and supervisor will agree on appropriate combination of activities.

## MINIMUM EXPERIENCE AND TRAINING REQUIREMENTS FOR NON-INSTRUCTIONAL ASSISTANT PROFESSOR

1. A Doctorate Degree, with at least eighteen (18) hours in the field of study or related area, and eighteen (18) semester hours in professional education or six (6) semester hours in instructional methods; OR

Must show evidence of work consistent with Article XVII, D, 1 (Board-Union Agreement), within sixty (60) calendar days from the initial date of employment; AND

2. A Master's Degree, with at least eighteen (18) hours in the field of study or related area, and eighteen (18) semester hours in professional education or six (6) semester hours in instructional methods, and four (4) years of employment in the field of study or related area, at least two (2) years of which must have been in teaching at the College's Instructor level or equivalent; OR
3. A Bachelor's Degree, with at least eighteen (18) hours in the field of study or related area, and eighteen (18) semester hours in professional education to include six (6) semester hours in instructional methods, and two (2) years at the College's Instructor level or equivalent, plus
  - a. Twenty-four (24) semester hours, with a minimum of twelve (12) semester hours at the upper division or graduate level in the field of study or related area or professional education, or any combination thereof; OR
  - b. Twelve (12) semester hours in the field of study or related area or professional education, and six (6) years of employment in the field of study or related area.

(Continuing Education Units can be substituted for no more than 25% of the required semester hours.)

## **NON-INSTRUCTIONAL ASSOCIATE PROFESSOR**

Among the "Illustrative Examples of Work," listed herein above for faculty, the minimum duties and responsibilities required for the Associate Professor rank are as follows:

The following are the minimum duties and responsibilities required of Assistant Professor. Some activities may overlap in more than one area.

Under general supervision:

1. Refer to "Illustrative Examples of Work" for appropriate non-instructional job title. Maintains a superior standard of work performance.
2. Supports department activities:  
Participates in department meetings.  
Prepares schedules.  
Maintains inventory of resources and equipment.  
Requests for resources and equipment.  
Participates in department assessment and program evaluation.  
Reviews, writes or revises curriculum documents, if needed.  
\*Assumes leadership role in department assessment and program evaluation.  
\*Serves as department chairperson.  
Participates in the promotions of the College programs and recruitment of students.
3. Participates in Faculty Governance through the Faculty Senate.  
Participates in College Affairs Council meetings.  
\*Serves as committee chairperson.  
\*Serves on at least one committee.
4. Assists in student advisement:  
Advises assigned students.  
Maintains office hours.  
\*Advises student activities, clubs or organizations.
5. Identifies and implements a professional development plan:  
Completes courses necessary for advancement.  
Participates in relevant workshops.  
Participates in relevant professional development activities.  
\*Serves as a mentor for faculty.
6. \*Provides community service.

\*For these activities, extra effort in one area may compensate for minimal or no effort in another. Faculty member and supervisor will agree on appropriate combination of activities.

## **MINIMUM EXPERIENCE AND TRAINING REQUIREMENTS FOR NON-INSTRUCTIONAL ASSOCIATE PROFESSOR**

Must show evidence of work consistent with Article XVII, D, 2 (Board-Union Agreement), within sixty (60) calendar days from the initial date of employment; AND

1. A Doctorate Degree, with at least eighteen (18) hours in the field of study or related area, and eighteen (18) semester hours in professional education or six (6) semester hours in instructional methods, plus two (2) years of teaching experience at the College's Assistant Professor level or equivalent; OR
2. A Master's Degree, with at least eighteen (18) hours in the field of study or related area, and eighteen (18) semester hours in professional education or six (6) semester hours in instructional methods, plus fifteen (15) semester hours of upper division to include nine (9) semester hours at the graduate level earned after the granting of the Master's Degree, and six (6) years of employment in the field of study or related area, three (3) years of which must have been teaching experience at the College's Assistant Professor level or equivalent; OR
3. A Bachelor's Degree, with at least eighteen (18) hours in the field of study or related area, and eighteen (18) semester hours in professional education to include six (6) semester hours in instructional methods, plus thirty-six (36) semester hours of course work at the upper division or graduate level in professional education, field of study or related area, of which eighteen (18) semester hours must be at the graduate level, and twelve (12) years of employment in the field of study or related area, four (4) years of which must have been teaching experience at the College's Assistant Professor level or equivalent.

(Continuing Education Units can be substituted for no more than 25% of the required semester hours.)



## **NON-INSTRUCTIONAL PROFESSOR**

Among the "Illustrative Examples of Work," listed herein above for faculty, the minimum duties and responsibilities required for the Professor rank are as follows:

The following are the minimum duties and responsibilities required of Professor. Some activities may overlap in more than one area.

1. Refer to "Illustrative Examples of Work" for appropriate non-instructional job title.  
Maintains a superior standard of work performance.  
Provides leadership and assistance to colleagues in becoming more effective.
2. Supports department activities:  
Participates in department meetings.  
Prepares schedules.  
Maintains inventory of resources and equipment.  
Requests for resources and equipment.  
Participates in department assessment and program evaluation.  
Assumes leadership role in department assessment and program evaluation.  
Reviews, writes or revises curriculum documents.  
\*Serves as department chairperson.  
Participates in the promotions of the College programs and recruitment of students.
3. Participates in Faculty Governance through the Faculty Senate.  
Participates in College Affairs Council meetings.  
\*Serves as committee chairperson.  
\*Serves on at least one committee.
4. Assists in student advisement:  
Advises assigned students.  
Maintains office hours.  
\*Advises student activities, clubs or organizations.
5. Identifies and implements a professional development plan:  
Participates in relevant workshops.  
Participates in relevant professional development activities.  
Provides leadership in professional development projects.  
\*Publishes books or articles relevant to their field.  
Serves as a mentor for faculty.
6. \*Provides community service.

\*For these activities, extra effort in one area may compensate for minimal or no effort in another. Faculty member and supervisor will agree on appropriate combination of activities.

## MINIMUM EXPERIENCE AND TRAINING REQUIREMENTS FOR NON-INSTRUCTIONAL PROFESSOR

Must show evidence of work consistent with Article XVII, D, 3 (Board-Union Agreement), within sixty (60) calendar days from the initial date of employment; AND

1. A Doctorate Degree, with at least eighteen (18) hours in the field of study or related area, and eighteen (18) semester hours in professional education or six (6) semester hours in instructional methods, plus eight (8) years of employment in the field of study or related area, three (3) years of which must have been teaching experience at the College's Associate Professor level or equivalent; and must have Chaired a department for at least one term or chaired a major Committee as defined in Article XII and Article XVIII during their tenure at the College. OR
2. A Master's Degree, with at least eighteen (18) hours in the field of study or related area, and eighteen (18) semester hours in professional education or six (6) semester hours in instructional methods, and thirty (30) semester hours of related college credits after the granting of the Master's Degree, to include fifteen (15) semester hours at the graduate level, plus eight (8) years of employment in the field of study or related area, of which five (5) years must have been teaching experience at the Associate Professor level and must have Chaired a department for at least one term or chaired a major Committee as defined in Article XII and Article XVIII during their tenure at the College.

(Continuing Education Units can be substituted for no more than 25% of the required semester hours.)

## INSTRUCTIONAL FACULTY

**SECTION 1: Teaching and Instruction ( \_\_\_ %) Not less than 45% and not more than 65%**

Element	Superb 5	Stellar 4	Strong 3	Satisfactory 2	Improvement Needed (1)
<b>Content Expertise (40%)</b> 1.1 Keeping information current 1.2 Participating in program review as part of student learning assessment 1.3 Maintaining licensure 1.4 Engaging in institutional assessment	In addition to meeting the criteria for <i>Satisfactory</i> , the Faculty does the following:  1. Complete degree in discipline or related area  Or Faculty member must meet 3 of the following criteria:  1. Participates actively in advisory committee meetings 2. Receives license or certification related to the field but not required for a satisfactory rating including teacher certification. (ie. National Teacher Exam or Guam Certification)  OR  Maintains licensure or certification 3. Publishes one or more articles in discipline. (In this area each article will equal one of the combination of three requirements and three	In addition to meeting the criteria for <i>Satisfactory</i> , the Faculty does two of the following:  1. Participates actively in advisory committee meetings 2. Receives license or certification related to the field but not required for a satisfactory rating including teacher certification. (ie. National Teacher Exam or Guam Certification)  OR  Maintains licensure or certification 3. Publishes one or more articles in discipline (In this area each article will equal one of the combination of two requirements and	In addition to meeting the criteria for <i>Satisfactory</i> , the Faculty does one of the following:  1. Participates actively in advisory committee meetings 2. Receives license or certification related to the field but not required for a satisfactory rating including teacher certification. (ie. National Teacher Exam or Guam Certification)  OR  Maintains licensure or certification 3. Publishes one article in discipline 4. Collaborates with department chair person in collecting and analyzing assessment data for program review within established	Faculty member must meet the following criteria:  1. Follows course guides including prescribed resources 2. Maintains current information in the field 3. Participates in program and/or course assessment (e.g. creating surveys, collecting data, discussing data, developing assessment plan) 4. Maintains certification or licensure as a requirement of the position or as identified in the program document and/or course guide.	Faculty member did not meet the specified criteria for <i>Satisfactory</i> in the following areas:

## INSTRUCTIONAL FACULTY

### SECTION 1: Teaching and Instruction (\_\_\_%) Not less than 45% and not more than 65%

Element	Superb 5	Stellar 4	Strong 3	Satisfactory 2	Improvement Needed (1)
<b>Content Expertise (40%)</b> 1.1 Keeping information current 1.2 Participating in program review as part of student learning assessment 1.3 Maintaining licensure 1.4 Engaging in institutional assessment	In addition to meeting the criteria for <i>Satisfactory</i> , the Faculty does the following:  1. Complete degree in discipline or related area Or Faculty member must meet 3 of the following criteria:  1. Participates actively in advisory committee meetings 2. Receives license or certification related to the field not required for a satisfactory rating including teacher certification. (ie. National Teacher Exam or Guam Certification)  OR  Maintains licensure or certification 3. Publishes one or more articles in this area each article will equal one of the combination of three requirements and three	In addition to meeting the criteria for <i>Satisfactory</i> , the Faculty does two of the following:  1. Participates actively in advisory committee meetings 2. Receives license or certification related to the field but not required for a satisfactory rating including teacher certification. (ie. National Teacher Exam or Guam Certification)  OR  Maintains licensure or certification 3. Publishes one or more articles in discipline (In this area each article will equal one of the combination of two requirements and	In addition to meeting the criteria for <i>Satisfactory</i> , the Faculty does one of the following:  1. Participates actively in advisory committee meetings 2. Receives license or certification related to the field but not required for a satisfactory rating including teacher certification. (ie. National Teacher Exam or Guam Certification)  OR  Maintains licensure or certification 3. Publishes one article in discipline 4. Collaborates with department chair person in collecting and analyzing assessment data for program review within established	Faculty member must meet the following criteria:  1. Follows course guides including prescribed resources 2. Maintains current information in the field 3. Participates in program and/or course assessment (e.g. creating surveys, collecting data, discussing data, developing assessment plan) 4. Maintains certification or licensure as a requirement of the position or as identified in the program document and/or course guide.	Faculty member did not meet the specified criteria for <i>Satisfactory</i> in the following areas:

	articles may be used to satisfy the criteria for this performance level.) 4. Collaborates with department chair person by writing assessment for program review within established deadlines 5. Demonstrates use of department or course assessment results to effectuate improvement or change identified in a department strategic plan.	two articles may be used to satisfy the criteria for this performance level. 4. Collaborates with department chair person by writing assessment for program review within established deadlines 5. Demonstrates use of department or course assessment results to effectuate improvement or change identified in a department strategic plan.	deadlines. 5. Demonstrates use of department or course assessment results to effectuate improvement or change identified in a department strategic plan.		
Element	Superb 5	Stellar 4	Strong 3	Satisfactory 2	Improvement Needed (1)
<b>Instructional Delivery/Design (45%)</b> For this element see the evaluation form for the percentage options related to Design, Delivery & Student Survey (IDEA) Student Survey applies only to Post Secondary 2.1 Using class time effectively 2.2 Developing and using effective	In addition to meeting the criteria for <i>Satisfactory</i> , the Faculty does three of the following Delivery Options: 1. Demonstrates superior knowledge of current teaching methodology and applies in ways that stimulate independent learning in the students. 2. Presents in a professional, clear, and eloquent way. In addition, delivery is	In addition to meeting the criteria for <i>Satisfactory</i> , the Faculty does two of the following Delivery Options: 1. Demonstrates superior knowledge of current teaching methodology and applies in ways that stimulate independent learning in the students.	In addition to meeting the criteria for <i>Satisfactory</i> , the Faculty does one of the following Delivery Options: 1. Demonstrates superior knowledge of current teaching methodology and applies in ways that stimulate independent learning in the students. 2. Presents in a professional, clear,	In observation of classroom activities (and, if relevant online interaction), faculty provides evidence of the following: 1. Communicates purpose and objectives of lesson clearly and effectively 2. Shows respect for students (knows names and creates comfortable classroom	Faculty member did not meet the specified criteria for <i>Satisfactory</i> in the following areas:

<p>instructional techniques and tools (including lecture, discussion, audio/visuals, group activities, or technology)</p> <p>2.3 Stimulating student interest and achievement</p> <p>2.4 Leads students in developing constructive peer and student/teacher relationships; creates an atmosphere where learning experiences can take place and where students can feel comfortable to express and share ideas and opinions.</p> <p>2.5 Developing new courses and course materials</p> <p>2.6 Evaluating student learning</p> <p>2.7 Selecting textbooks</p> <p>2.8 Postsecondary Faculty may choose to include Student IDEA Survey results as part of this</p>	<p>stimulating and dynamic.</p> <p>3. Builds the lessons to previous lessons to heighten students' learning of the material, and is very well organized.</p> <p>4. Appears to have built a strong classroom environment of collegiality and respect.</p> <p>OR</p> <p>Two from the above Delivery Options listing</p> <p>AND</p> <p>1. In line with the department strategic plan, develop and have approved three new courses using the approved procedures for textbook selection.</p> <p>or</p> <p>1. Upon periodic review of course guides, develops a plan for action. Submits substantive revisions of courses in line with department strategic plan.</p> <p>OR</p>	<p>2. Presents in a professional, clear, and eloquent way. In addition, delivery is stimulating and dynamic.</p> <p>3. Builds the lesson utilizing previous lessons to heighten students' learning of the material, and is very well organized.</p> <p>4. Appears to have built a strong classroom environment of collegiality and respect.</p> <p>OR</p> <p>One from the above Delivery Options listing AND</p> <p>5. In line with the department strategic plan, develops and has approved two new courses using the approved procedures for textbook selection.</p> <p>or</p> <p>6. Upon periodic review of course guides, develops a plan for action. Submits</p>	<p>and eloquent way. In addition, delivery is stimulating and dynamic.</p> <p>3. Builds the lesson utilizing previous lessons to heighten students' learning of the material, and is very well organized.</p> <p>4. Appears to have built a strong classroom environment of collegiality and respect.</p>	<p>atmosphere)</p> <p>3. Includes a range of activities appropriate to the course;</p> <p>4. Effective pacing of activities;</p> <p>5. Encourages student involvement through questions, class activities, discussions, and/or group work;</p> <p>6. Uses techniques that reflect awareness of individual differences and learning styles</p> <p>7. Maintains adequate control of the classroom environment and keeps students on task.</p> <p>8. Submits course syllabi to the Department Chair prior to the first day of class in the institution's approved format</p> <p>9. Develops syllabus and/or course documents to reflect the use of the course guide identified textbook (for Postsecondary courses) appropriate textbook for course and uses a variety of instructional tools. (lecture, group projects, audio/visual</p>
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element. If faculty choose to include this survey, it shall count for no more than 40% of this element.	ONE from the delivery options listing above  AND  2. Develops a new program document or revises an existing program document in line with the department strategic plan.	substantive revisions of courses in line with department strategic plan.		presentation, use of technology in classroom) 10 Uses multiple assessment strategies (written exams, quizzes, projects, performance, oral presentation) 11.Places attention in syllabus to professional standards, student learning outcomes, goals	
<b>Element</b>	<b>Superb 5</b>	<b>Stellar 4</b>	<b>Strong 3</b>	<b>Satisfactory 2</b>	<b>Improvement Needed (1)</b>
<b>Course Management (15%)</b> 3.1 Managing activities for instructional purposes (e.g. service learning, field trips) 3.2 Directing tutorial sessions 3.3 Grading and returning papers in a timely manner 3.4 Directing laboratory and field experiences 3.5 Directing/coaching competitive teams for secondary programs as	In addition to meeting the criteria for <i>Satisfactory</i> , the faculty does three of the following: 1. Provides opportunities for students to apply curriculum in an external environment 2. Directs and/or provides tutorial sessions outside office hours and classroom time 3. Develops and has approved and implements modules for online courses prior to course offering 4. Directs/coaches competitive teams and	In addition to meeting the criteria for <i>Satisfactory</i> , the faculty does two of the following: 1. Provides opportunities for students to apply curriculum in an external environment 2. Directs and/or provides tutorial sessions outside office hours and classroom time 3. Directs/coaches competitive teams and performance	In addition to meeting the criteria for <i>Satisfactory</i> , the faculty does one of the following: 1. Provides opportunities for students to apply curriculum in an external environment 2. Directs and/or provides tutorial sessions outside office hours and classroom time 3. Directs/coaches competitive teams and performance	Faculty member must meet the following criteria: 1. Provides the students with a complete, written, course syllabus reflecting the approved institution's format during the first meeting or by the end of the first full week of instruction. 2. Maintains approved class meeting times, duration, and location; 3. Makes every effort to return all graded	Faculty member did not meet the specified criteria for <i>Satisfactory</i> in the following areas:

<p>applicable</p> <p>3.6 Maintaining appropriate supplies, equipment, materials, and tools for instructional purposes</p>	<p>performance ensembles</p>	<p>ensembles</p> <p>4. Develops and has approved modules for online course prior to course offering</p>	<p>ensembles</p> <p>4. Develops modules for online courses prior to course offering</p>	<p>assignments and tests within one week;</p> <p>4. Announces course attendance requirements, not inconsistent with College rules and regulations, at the beginning of the course;</p> <p>5. Provides an intra-term progress report for an individual student, when requested or required;</p> <p>6. Submits grades in accordance with the Academic Calendar;</p> <p>7. Secondary faculty shall provide progress reports, quarter grades, and semester grades, for each secondary class, as well as emergency lesson plans as needed;</p> <p>8. Maintains accurate records to document student performance. Secondary faculty shall submit grade books to the site school;</p> <p>9. Maintains accurate records to document student attendance. Secondary and adult high school programs).</p>	
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					<p>10. Administers materials, and tools for courses (including electronically delivered and off-site courses.</p> <p>11. Maintains appropriate supplies and equipment</p>	
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## Section 2: Enrollment Management Postsecondary ( \_\_\_ %) Not less than 5% and not more than 15%

Element	Superb 5	Stellar 4	Strong 3	Satisfactory 2	Improvement Needed (1)
<b>Recruiting</b> 1.1 Recruiting students through various activities.	In addition to meeting the criteria for <i>Satisfactory</i> , the instructor does three of the following:	In addition to meeting the criteria for <i>Satisfactory</i> , the instructor does two of the following:	In addition to meeting the criteria for <i>Satisfactory</i> , the instructor does one of the following:	Faculty member must meet the following criteria:	Faculty member did not meet the specified criteria for <i>Satisfactory</i> in the following areas:
<b>Academic Advisement and Retention</b> 1.1 Advising students 1.2 Participates in student registration and orientation 1.3 Making student referrals to support services 1.4 Facilitate student progress toward program completion	1. Participates in one or more promotions of the GCC programs and recruitment of students 2. Co-develops students' individual educational plan for transfer toward program completion or declaration 3. Takes an active (initial and follow up) role in job placement by linking the student to employer 4. Create a local employment directory of occupations for program majors 5. Co-develops students' individual educational plan for transfer and secures enrollment to a four-year institution	1. Participates in one or more promotions of the GCC programs and recruitment of students 2. Co-develop students' individual educational plan toward program completion or declaration 3. Takes an active (initial and follow up) role in job placement by linking the student to employer 4. Creates a local employment directory of occupations for program majors 5. Co-develops students' individual educational plan for transfer to a four-year institution	1. Participates in one or more additional promotions of the GCC programs and recruitment of students 2. Co-develop students' individual educational plan toward program completion or declaration 3. Takes an active (initial and follow up) role in job placement by linking the student to employer 4. Creates a local employment directory of occupations for program majors 5. Co-develops students' individual educational plan for transfer to a four-year institution	1. Participates in two promotions of the GCC programs and recruitment of students 2. Upon initial advisement, develops student's educational plan in accordance with the departmental strategic plan for curriculum (except school health counselors and librarians) 3. Participates in formal student academic advisement (except school health counselors and librarians) 4. Maintains office hours	
<b>Transition</b> 1.1 Assisting students' placement in jobs 1.2 Assisting students' transfer to a four-year institution					

Note: This section does not apply to the Enrollment Coordinator, Health Counselors, and Librarians. The percentage range from this section shall be applied to section 5.

**Section 2: Enrollment Management Secondary (\_\_\_\_%)Not less than 5% and not more than 15%**  
**( \_\_\_\_ %) For Assistant Instructor shall be not less than 5% and not more than 10%**

Element	Superb 5	Stellar 4	Strong 3	Satisfactory 2	Improvement Needed (1)
<b>Recruiting</b> 1.1 Recruiting students through various activities.	In addition to meeting the criteria for <i>Satisfactory</i> , the instructor does three of the following:  1. Participates in one or more promotions of the GCC programs and recruitment of students 2. Co-develops students' individual educational plan for transfer and secure enrollment to a postsecondary institution 3. Participates in one GCC postsecondary recruitment outreach activity 4. Chairs a significant recruitment event at the GCC campus (For non-instructional faculty)	In addition to meeting the criteria for <i>Satisfactory</i> , the instructor does two of the following:  1. Participates in one or more promotions of the GCC programs and recruitment of students 2 Participates in one GCC postsecondary recruitment outreach activity 3 Co-develops students' individual educational plan for transfer to a postsecondary institution 4 Chairs a significant recruitment event at the GCC campus (For non-instructional faculty)	In addition to meeting the criteria for <i>Satisfactory</i> , the instructor does one of the following:  1. Participates in one GCC postsecondary recruitment outreach activity 2. Co-develop students' individual educational plan for transfer to a postsecondary institution 3. Chairs a significant recruitment event at the GCC campus (For non-instructional faculty)	Faculty member must meet the following criteria:  1. Participates in two promotions of the GCC programs and recruitment of students 2. Participates in student academic advisement	Faculty member did not meet the specified criteria for <i>Satisfactory</i> in the following areas:
<b>Academic Advisement and Retention</b> 1.1 Advising students 1.2 Participates in student registration and orientation 1.3 Making student referrals to support services					
<b>Transition</b> 1.1 Assisting students' transfer to a postsecondary institution					

**Section 3: Professional Development ( \_\_ %)Not less than 5% and not more than 15%**

Element	Superb 5	Stellar 4	Strong 3	Satisfactory 2	Improvement Needed (1)
<b>Continuing Education</b> 1.1 Progressing toward advanced degree  1.2 Attending professional development activities (e.g. seminars, conferences, workshops)  excluding personal reading and research  + Completing course work as specified in each area satisfies the all requirements for that area.	In addition to meeting the criteria for <i>Satisfactory</i> , the instructor does the following:  1. Complete degree in educational area  Or  2. Completes three credited courses in addition to the course necessary for advancement in rank (for non-degreed faculty)  For Degreed Faculty:  Completes two of the following:  1. + Completes a credited course necessary for: rank, growth in the field of study or related area, or growth in professional education, or growth in instructional technology (In this area each course will equal one of the combination and two courses may be used to satisfy the requirement for the three.)	In addition to meeting the criteria for <i>Satisfactory</i> :  1. Completes two credited courses required in addition to the course necessary for advancement in rank (for non-degreed faculty)  For Degreed Faculty:  Completes two of the following:  1. + Completes a credited course necessary for: rank, growth in the field of study or related area, or growth in professional education, or growth in instructional technology  3. Participates in one additional discipline, technology or education area professional development activity.  4. Participates in peer evaluation of professional	Faculty member must meet the following criteria:  1. Completes a credited course necessary for promotion advancement (for non-degreed faculty) 2. Participates in one discipline or education area professional development activity (for degreed faculty). 3. Participates in the institution's mentoring program (as a mentee for the first 2 years as a permanent faculty).	Faculty member did not meet the specified criteria for <i>Satisfactory</i> in the following areas:	
<b>Professional Organizations</b>  2.1 Maintaining membership in professional organizations  excluding membership in the Faculty Union  2.2 Attending professional meetings  excluding attending	For Degreed Faculty: Completes a combination of three of the following:  1. + Completes a credited course necessary for : advancement in rank, growth in the field of study or related area, or growth in professional education, or growth in instructional technology. (In this area each course will equal one of the combination and three courses may be used to satisfy the requirement for the three.)	2. + Completes a credited course necessary for: advancement in rank, growth in the field of study or related area, or growth in professional education, or growth in instructional technology  3. Participates in one additional discipline, technology or education area professional development activity.  4. Participates in peer evaluation of professional			

Element	Superb 5	Stellar 4	Strong 3	Satisfactory 2	Improvement Needed (1)
<p>Faculty Union meetings</p> <p>2.3 Holding office in professional organizations, except for an office that is compensated as defined in the BOT/GFT Agreement.</p> <p>Peer Mentoring</p> <p>3.1 Serving as a peer mentor/mentee.</p>	<p>2. Participates in one additional discipline, technology, or education area professional development activity (minimum of two full days).</p> <p>3. Participates in peer evaluation of professional effectiveness (as a mentor)</p> <p>4. Holds an office/position in a professional organization</p>	<p>2. Participates in one additional discipline, technology, or education area professional development activity (minimum of two full days).</p> <p>3. Participates in peer evaluation of professional effectiveness (as a mentor)</p> <p>4. Holds an office/position in a professional organization</p>	<p>effectiveness (as a mentor)</p> <p>5. Maintains membership in one professional organization and attends at least one professional meeting</p>		

**Section 4: Scholarly Activity/Creative Endeavors as applicable to your rank and job. ( \_\_ %)Not more than 10% May choose to not participate in this area**

<b>Element</b>	<b>Superb 5</b>	<b>Stellar 4</b>	<b>Strong 3</b>	<b>Satisfactory 2</b>	<b>Improvement Needed (1)</b>
<b>Institutional Contributions or efforts</b> 1.1 Collecting, analyzing and reviewing information for institutional data reports and documents (e.g. ISMP, college related research, promotions)  1.2 Writing reports  1.3 Developing new programs and services  <b>Presentations/Publications</b>  2.1 Publishing articles, books, and reviews  2.2 Making presentations at local, regional, and national conferences  2.3 Developing web sites  <b>Grant Activities/Research</b>  3.1 Conducting research projects 3.2 Writing and earning grants  <b>Professional Recognition</b>	Faculty member must meet the following criteria:  1. Publishes book in his or her discipline or educational field  Or  2. Completes terminal degree in discipline or Education  Or completes the following two:  1. Publishes article in refereed publication 2. Submits and has accepted as well as presents at national or international conference  And complete 2 of	Faculty member must meet the following criteria:  1. Publishes article in refereed publication (external source)  Or  2. Submits and has accepted as well as presents at regional, national or international conference and completes 2 of the following:  1. Creates and maintains a discipline specific, scholarly website 2. Completes formal research project 3. Receives national, regional, state, or local award 4. Receives and manages awarded	Faculty member must meet 2 of the following criteria:  1. Publishes article in a refereed or non-refereed publication (external source) 2. Presents at local, regional, national or international conference 3. Creates and maintains a discipline specific, scholarly website 4. Completes formal research project 5. Receives national, international, regional, state, or local award 6. Applies for grants or program agreements 7. Develops new credit courses through continuing education 8. Develops new programs or services	Faculty member must meet 1 of the following criteria:  1. Publishes article in a refereed or non-refereed publication (external source) 2. Gives a public presentation in his/her discipline beyond those required by job (public lecture, community forum, etc.) 3. Creates and maintains a discipline specific, scholarly website 4. Completes formal research project 5. Receives national, international, regional, state, or local award 6. Applies for grants or program agreements 7. Develops new credit courses through continuing education	Faculty member did not meet the specified criteria for <i>Satisfactory</i> in the following areas:

Element	Superb 5	Stellar 4	Strong 3	Satisfactory 2	Improvement Needed (1)
4.1 Receiving awards and honors  1.2 Completing an advanced degree	the following:  1. Creates and maintains a discipline specific, scholarly website 2. Completes formal research project resulting in publication 3. Receives national, regional, state, or local award 4. Receives and manages grants or program agreements	grants or program agreements		8. Develops new programs or services	

**Section 5: Institutional Involvement (\_\_\_\_%)Not less than 5% and not more than 15%**

Element	Superb 5	Stellar 4	Strong 3	Satisfactory 2	Improvement Needed (1)
<b>Committee Participation</b> 1.1. Serving on institutional committees 1.2. Serving on Faculty Senate or College Governing Council  <b>Special Activities</b> 1.1 Sponsoring campus events 1.2 Bringing speakers to campus 1.3 Updating and maintaining institution's online information 1.4 Recruiting students through various activities (Enrollment Coordinator, Librarians and School Health Counselors)	In addition to meeting the criteria for <i>Satisfactory</i> , the faculty attends commencement in regalia and does three or more of the following:  1. Serves as Faculty Senate President, Chair of CCA on 2 institutional committees or serves on Faculty Senate (for all faculty that a committee is not reflected on their workload) 2. Chairs special program, project, contest, ad-hoc committees, or other activity 3. Chairs or co-chairs a significant campus event 4. Holds responsibility for maintaining special facilities (e.g. computer labs, science labs,	In addition to meeting the criteria for <i>Satisfactory</i> , the faculty attends commencement in regalia and does two or more of the following:  1. Serves as Faculty Senate President, Chair of CCA on 2 institutional committees or serves on Faculty Senate (for all faculty that a committee is not reflected on their workload) 2. As a member assists with a special program, project, contest, ad-hoc committees, or other activity 3. Chair or co-chairs a significant campus event 4. Holds responsibility for maintaining special facilities (e.g. computer labs, science labs,	In addition to meeting the criteria for <i>Satisfactory</i> , the faculty does one or more of the following:  1. Serves on 1 institutional committee (Article VII, Participatory Governance or serves on Faculty Senate (for all faculty that a committee is not reflected on their workload) 2. Assists with special program, project, contest, ad-hoc committees, or other activities 3. Participates and assists in a significant campus event 4. Holds responsibility for maintaining special facilities (e.g. computer labs, science labs, culinary kitchen, store labs)	Faculty member must meet the following criteria:  1. Serves on 1 institutional committee (Article VII, Participatory Governance or serves on Faculty Senate (for all instructional postsecondary faculty who choose to have committee work as part of their workload per Article XVIII, B4, a2) 2. Participates in department meetings 3. Serves as an advisor to a student organization (for professorial ranks)* 4. Attends	Faculty member did not meet the specified criteria for <i>Satisfactory</i> in the following areas:
<b>Department Activity</b> 3.1 Participating in department meetings  <b>Student Involvement</b> 4.1 Serving as an advisor to a student organization					



Element†	Superb 5	Stellar 4	Strong 3	Satisfactory 2	Improvement Needed (1)
<p>4.2 Serving as a sponsor for student activities</p> <p>Note – Items in this section may be applied to the GCC campus and/or the assigned worksite.</p>	<p>culinary kitchen, store labs)</p> <p>5. Serves as a sponsor for a student activity</p> <p>6. Serves as an advisor to a student organization (for non-professorial ranks)</p> <p>7. Creates and maintains a department/program institutional webpage on MyGCC (for instructional faculty only)</p> <p>8. Demonstrates exceptional volunteer efforts for departmental or institutional improvement during the academic year.</p>	<p>science labs, culinary kitchen, store labs)</p> <p>5. Serves as a sponsor for a student activity</p> <p>6. Serves as an advisor to a student organization (for non-professorial ranks)</p> <p>7. Creates and maintains a department/program institutional webpage on MyGCC (for instructional faculty only)</p> <p>8. Demonstrates exceptional volunteer efforts for departmental or institutional improvement during the academic year.</p>	<p>5. Serves as a sponsor for a student activity</p> <p>6. Participates in commencement ceremony in regalia</p> <p>7. Serves as an advisor to a student organization (for non-professorial ranks)</p> <p>8. Creates and maintains a department/pro-gram institutional webpage on MyGCC (for instructional faculty only)</p> <p>9. Demonstrates exceptional volunteer efforts for departmental or institutional improvement during the academic year.</p>	<p>Convocation.</p> <p>5. Attends faculty meetings scheduled by the College President, Academic Vice President, or Faculty Senate President (as applicable), not to include</p> <p>Convocation.</p> <p>6. Secondary Faculty shall attend site school faculty meetings, and participate in site school functions, scheduled by the site school, not in conflict with GFT/BOT Agreement.</p> <p>7. Participates in two promotions of the GCC programs and recruitment of students (Enrollment Coordinator, Librarians and School Health Counselors)</p>	

\* Refers to the Job Specifications found in Appendix A-1 (box definition) of the Agreement.

**Section 6: Community Service (\_\_\_\_%)**Not more than 10% May choose to not participate in this area with the exception of professorial ranks\*

Element	Superb 5	Stellar 4	Strong 3	Satisfactory 2	Improvement Needed (1)
Voluntarily be involved in community service in his/her area of expertise or as it relates to the institution.	The faculty member must perform four more of the following:	The faculty member must perform three more of the following:	The faculty member must perform two or more of the following:	Faculty member must perform one of the following:	Faculty member did not meet the specified criteria for Satisfactory in the following areas:
<b>Community Service in Area of Expertise</b>	1. Collaborates with teachers in schools 2. Consults with external entities and/or professionals 3. Serves as chief judge and coordinates judges for contest in area of expertise	1. Collaborates with teachers in schools 2. Consults with external entities and/or professionals 3. Serves as chief judge and coordinates judges for a contest in area of expertise	1. Collaborates with teachers in schools 2. Consults with external entities 3. Collaborates with external professionals 4. Judges contest in area of expertise 5. Maintains membership in a civic organization	1. Collaborates with teachers in schools 2. Consults with external entities 3. Collaborates with external professionals 4. Judges contest in area of expertise 5. Maintains membership in a civic organization	
<b>Community Civic Service</b>	1. Collaborates with teachers in schools 2. Consults with external entities and/or professionals 3. Serves as chief judge and coordinates judges for contest in area of expertise	1. Collaborates with teachers in schools 2. Consults with external entities and/or professionals 3. Serves as chief judge and coordinates judges for a contest in area of expertise	1. Collaborates with teachers in schools 2. Consults with external entities 3. Collaborates with external professionals 4. Judges contest in area of expertise 5. Maintains membership in a civic organization	1. Collaborates with teachers in schools 2. Consults with external entities 3. Collaborates with external professionals 4. Judges contest in area of expertise 5. Maintains membership in a civic organization	
2.1 Getting involved in community civic service	1. Collaborates with teachers in schools 2. Consults with external entities and/or professionals 3. Serves as chief judge and coordinates judges for contest in area of expertise	1. Collaborates with teachers in schools 2. Consults with external entities and/or professionals 3. Serves as chief judge and coordinates judges for a contest in area of expertise	1. Collaborates with teachers in schools 2. Consults with external entities 3. Collaborates with external professionals 4. Judges contest in area of expertise 5. Maintains membership in a civic organization	1. Collaborates with teachers in schools 2. Consults with external entities 3. Collaborates with external professionals 4. Judges contest in area of expertise 5. Maintains membership in a civic organization	
2.2 Maintaining active membership in civic club	1. Collaborates with teachers in schools 2. Consults with external entities and/or professionals 3. Serves as chief judge and coordinates judges for contest in area of expertise	1. Collaborates with teachers in schools 2. Consults with external entities and/or professionals 3. Serves as chief judge and coordinates judges for a contest in area of expertise	1. Collaborates with teachers in schools 2. Consults with external entities 3. Collaborates with external professionals 4. Judges contest in area of expertise 5. Maintains membership in a civic organization	1. Collaborates with teachers in schools 2. Consults with external entities 3. Collaborates with external professionals 4. Judges contest in area of expertise 5. Maintains membership in a civic organization	
2.3 Serving as a volunteer for community programs	1. Collaborates with teachers in schools 2. Consults with external entities and/or professionals 3. Serves as chief judge and coordinates judges for contest in area of expertise	1. Collaborates with teachers in schools 2. Consults with external entities and/or professionals 3. Serves as chief judge and coordinates judges for a contest in area of expertise	1. Collaborates with teachers in schools 2. Consults with external entities 3. Collaborates with external professionals 4. Judges contest in area of expertise 5. Maintains membership in a civic organization	1. Collaborates with teachers in schools 2. Consults with external entities 3. Collaborates with external professionals 4. Judges contest in area of expertise 5. Maintains membership in a civic organization	

Element	Superb 5	Stellar 4	Strong 3	Satisfactory 2	Improvement Needed (1)
	special segments of the community (multiples of this item may be counted, provided they are identifiably different in content and activities).	of the community (multiples of this item may be counted, provided they are identifiably different in content and activities).	item may be counted, provided they are identifiably different in content and activities).	of special segments of the community.	

\* Refers to the Job Specifications found in Appendix A-1 (box definition) of the Agreement.

## Section 7: Professional Standards (10%)

Element	Superb (5)	Satisfactory (3)	Improvement Needed (0)
1.0 Compliance with Work Rules and Regulations (40%)	<ol style="list-style-type: none"> <li>1. Is absent and tardy only in case of verified emergency.</li> <li>2. Shows exceptional observance of safety rules.</li> <li>3. Does exceptional job of housekeeping.</li> <li>4. Reports areas of improvement for established and approved procedures.</li> <li>5. Does an exceptional job in communicating in a timely manner with Administration and Department Chairs.</li> </ol>	<ol style="list-style-type: none"> <li>1. Is occasionally absent and tardy though excused.</li> <li>2. Consistently observes safety and security rules.</li> <li>3. Maintains a professional environment in office and classroom areas.</li> <li>4. Follows established and approved procedures.</li> <li>5. Responds in a timely manner to communications from Administration and Department Chairs.</li> </ol>	Faculty member does not meet the skills to be satisfactory in the following areas:
2.0 Adaptability (10%)	<ol style="list-style-type: none"> <li>1. Makes excellent judgments on everyday issues.</li> <li>2. Identifies and analyzes problems and is proactive towards finding a solution.</li> <li>3. Able to maintain high performance standards in the face of changing situations (For Example: Natural disasters, classroom moves, etc.)</li> </ol>	<ol style="list-style-type: none"> <li>1. Makes appropriate judgments / decisions on everyday things.</li> <li>2. Generally recognizes a problem exists and is helpful towards finding a solution for it.</li> <li>3. Able to deal with changing situations (For Example: Natural disasters, classroom changes, school moves, etc.)</li> </ol>	

3.0 Communicative Skills (20%)	<ol style="list-style-type: none"> <li>1. Demonstrates excellent verbal and written communication skills.</li> <li>2. Consistently and clearly expresses thoughts and feelings and conveys them in a focused and concrete manner.</li> </ol>	<ol style="list-style-type: none"> <li>1. Demonstrates adequate verbal and written communication skills.</li> <li>2. Is generally concise and clear in expressing thoughts and feelings and conveys them in a focused and concrete manner.</li> </ol>	
4.0 Interpersonal Relations (30%)	<ol style="list-style-type: none"> <li>1. Recognizes conflicts that arise and acts to bring resolution to them.</li> <li>2. Respects other people and speaks about them in constructive and positive terms, and openly acknowledges their contributions.</li> <li>3. Maintains a professional, respectful and courteous relationship with other employees, supervisors and other administrators and officials of the College, which is helpful, friendly, cooperative, and free from resentment, hostility, and conflict.</li> </ol>	<ol style="list-style-type: none"> <li>1. Is helpful in preventing and resolving conflicts.</li> <li>2. Demonstrates willingness to receive constructive criticism and modify performance accordingly.</li> <li>3. Interacts with the public, clients of services, and students of the college in a friendly and cooperative manner.</li> </ol>	

## DEPARTMENT CHAIR

### SECTION 1: Department Chair Responsibilities ( \_\_\_ %) Percentage is based on Workload

Element	Superb 5	Stellar 4	Strong 3	Satisfactory 2	Improvement Needed (1)
<b>Leadership (40%)</b> 5.1 Departmental Operations	<p>In addition to meeting the criteria for <i>Satisfactory</i>, D.C. does the following:</p> <ol style="list-style-type: none"> <li>1. Conducts a departmental convocation for students.</li> </ol> <p>And, one of the following:</p> <p style="text-align: center;">OR</p> <p>If #1 above is not chosen then the D.C. does three of the following:</p> <ol style="list-style-type: none"> <li>1. Implements a 3-year or more strategic programmatic plan, course offering and schedules plan with department members. (In this area each plan will equal one of the combination of three requirements and no more than two plans may be used to satisfy the criteria for this performance level.)</li> <li>2. Takes a leadership role in</li> </ol>	<p>In addition to meeting the criteria for <i>Satisfactory</i>, D.C. does two of the following:</p> <ol style="list-style-type: none"> <li>1. Adopts a 3-year or more strategic programmatic plan, course offering and schedule plan with department members. (In this area each plan will equal one of the combination of two requirements and two articles may be used to satisfy the criteria for this performance level.)</li> <li>2. Takes a leadership role in the DC council of chairs.</li> <li>3. Develops an ongoing mentorship program for the department.</li> <li>4. Demonstrates exceptional volunteer efforts for departmental improvement during the calendar year.</li> </ol>	<p>In addition to meeting the criteria for <i>Satisfactory</i>, D.C. does one of the following:</p> <ol style="list-style-type: none"> <li>1. Completes a 3-year or more strategic programmatic plan and schedule plan with department members.</li> <li>2. Takes a leadership role in the DC council of chairs.</li> <li>3. Develops an ongoing mentorship program for the department.</li> <li>4. Demonstrates exceptional volunteer efforts for departmental improvement during the calendar year.</li> </ol>	<p>D.C. must meet all of the following:</p> <ol style="list-style-type: none"> <li>1. Represents the department at College related activities where appropriate.</li> <li>2. Collegially and effectively schedules classes / department functions.</li> <li>3. Facilitates department meetings and follow-up on matters of concern.</li> <li>4. Collaborate with department members regarding department decisions.</li> <li>5. Assists with the training and mentoring of new department members.</li> <li>6. Provides support for students and resolving problems, when required.</li> <li>7. Periodically visits and observes Department Faculty and provide mentor if necessary.</li> <li>8. Moving issues forward to the Dean if they cannot</li> </ol>	<p>D.C. did not reasonably meet the specified criteria for <i>Satisfactory</i> in the following area(s):</p>

	the DC council of chairs. 3. Develop an ongoing mentorship program for the department. 4. Demonstrate exceptional volunteer efforts for departmental improvement during the calendar year.			be resolved at the department level.  9. Provide evidence of the development of a programmatic 3-year strategic plan that includes course offerings/schedules, budgets, and overall needs of the Department.  10. Be available on campus for consultation and assistance as per the individual's semester schedule.	
<b>Element</b>	<b>Superb 5</b>	<b>Stellar 4</b>	<b>Strong 3</b>	<b>Satisfactory 2</b>	<b>Improvement Needed (1)</b>
Administrative Duties (30%) 5.2 Budget and Inventory	In addition to meeting the criteria for <i>Satisfactory</i> , D.C. does three of the following:  1. Develops a 3-year or more strategic budget plan with department members. 2. Develops new credit courses through continuing education. 3. Researches, develops, receives, and manages additional funding sources secured by the department.	In addition to meeting the criteria for <i>Satisfactory</i> , D.C. does two of the following:  1. Develops a 3-year or more strategic budget plan with department members. 2. Develops new credit courses through continuing education. 3. Researches, develops, and receives funding from additional sources.	In addition to meeting the criteria for <i>Satisfactory</i> , D.C. does one of the following:  1. Develops a 3-year or more strategic budget plan with department members. 2. Develops new credit courses through continuing education. 3. Researches, develops, and submits application for funding from additional sources.	D.C. must meet all of the following:  1. Submits budget to the Dean in a timely manner. 2. Communicates with administration and disseminates appropriate information to department members. 3. Submits required reports on time. 4. Coordinates department programs, curriculum, and catalog statements. 5. Advocates for an adequate department budget and monitors annually.	D.C. did not reasonably meet the specified criteria for <i>Satisfactory</i> in the following area(s):

Element	Superb 5	Stellar 4	Strong 3	Satisfactory 2	Improvement Needed (1)
Curriculum & Assessment (30%) 5.3 Content Expertise	<p>In addition to meeting the criteria for <i>Satisfactory</i>, D.C. does three of the following:</p> <ol style="list-style-type: none"> <li>1. Integrates consistency in course syllabi, tools, and resources in order to meet identified student learning outcomes.</li> <li>2. Receives license or certification.</li> </ol> <p>OR</p> <p>Maintains licensure or certification grandfathered for step placement (+).</p> <ol style="list-style-type: none"> <li>3. Maintains licensure or certification grandfathered for step</li> </ol>	<p>In addition to meeting the criteria for <i>Satisfactory</i>, D.C. does two of the following:</p> <ol style="list-style-type: none"> <li>1. Integrates consistency in course syllabi, tools, and resources in order to meet identified student learning outcomes.</li> <li>2. Receives license or certification related to the field not required for a satisfactory rating including teacher certification (ie. National Teacher Exam or Guam Certification)</li> </ol> <p>OR</p> <p>Maintains licensure or certification.</p>	<p>In addition to meeting the criteria for <i>Satisfactory</i>, D.C. does one of the following:</p> <ol style="list-style-type: none"> <li>1. Integrates consistency in course syllabi, tools, and resources in order to meet identified student learning outcomes.</li> <li>2. Receives license or certification related to the field not required for a satisfactory rating including teacher certification (ie. National Teacher Exam or Guam Certification)</li> </ol>	<p>D.C. must meet all of the following:</p> <ol style="list-style-type: none"> <li>1. Provides leadership in organizing and proposing curriculum development programs for the department and in coordinating presentation of revisions and/or new programs to the Learning Outcomes Committee (as appropriate for non-instructional DC)</li> <li>2. Facilitates, guides, and ensures that department assessment goals and college-wide deadlines are met.</li> <li>3. Facilitates and serves as a member of the</li> </ol>	<p>6. Attends and participates in division and department chairs meetings.</p> <p>7. Coordinates the daily operation of the department including submittal of department requisitions for supplies, equipment, textbooks and maintenance.</p> <p>8. Maintains a current inventory of departmental equipment and has available upon request.</p> <p>D.C. did not reasonably meet the specified criteria for <i>Satisfactory</i> in the following area(s):</p>



	<p>placement.</p> <p>4. Provides leadership with department members to create alternative course/service delivery methods.</p> <p>5. Demonstrates use of department assessment results to effectuate improvement or change identified in a department strategic plan.</p>	<p>3. Provides leadership with department members to create alternative course/service delivery methods.</p> <p>4. Demonstrates use of department assessment results to effectuate improvement or change identified in a department strategic plan.</p>	<p>OR</p> <p>Maintains licensure or certification.</p> <p>3. Provides leadership with department members to create alternative course/service delivery methods.</p> <p>4. Demonstrates use of department assessment results to effectuate improvement or change identified in a department strategic plan.</p>	<p>appropriate departmental Advisory Committee.</p> <p>4. Maintains current information in the field of assignment.</p> <p>5. Collects syllabi from faculty teaching courses for the department. Reviews and approves such syllabi and submits electronically to the Dean.</p>	
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## NON-INSTRUCTIONAL FACULTY

### SECTION 1: Non-Instructional Responsibilities (\_\_\_\_%) Not less than 45% and not more than 65%

Element	Superb 5	Stellar 4	Strong 3	Satisfactory 2	Improvement Needed (1)
Area Presentation <b>Content Expertise</b> (not less than 35% in this area in 5% increments)  1.1 Keeping information current 1.2 Participating in program review 1.3 Maintaining licensure or certification	In addition to meeting the criteria for Satisfactory, the non- instructional faculty does three of the following:  1. Completes degree in discipline or related area.  Or  Faculty member must meet 3 of the following criteria:  1. Participates in any related college advisory committee meetings. 2. Receives license or certification related to the field not required for a satisfactory rating including teacher certification (ie. National Teacher Exam or Guam Certification).  OR  3. Publishes one or more articles in discipline. 4. Collaborates with department chair person in data	In addition to meeting the criteria for Satisfactory, the non-instructional faculty does two of the following:  1. Participates in any related college advisory committee meetings. 2. Receives license or certification related to the field not required for a satisfactory rating including teacher certification (ie. National Teacher Exam or Guam Certification).  OR  3. Publishes one or more articles in discipline. 4. Collaborates with department chair person in data	Non-instructional faculty must meet the following criteria:  1. + Attention to program professional standards, participant learning outcomes, goals 2. Maintains current information in the field. 3. Participates in program assessment (e.g. creating surveys, collecting data, discussing data, developing assessment plan) 4. Maintains certification or licensure as a requirement of the position or as identified in the program document and/or course guide.	Non-instructional faculty did not reasonably meet the specified criteria for Satisfactory in the following areas:	

	<p>Maintains licensure or certification.</p> <p>3. Publishes one or more articles in discipline</p> <p>4. Collaborates with department chair person in writing assessment for program review within established deadlines.</p> <p>5. Demonstrates use of department/pro-gram assessment results to effectuate improvement or change identified in a department strategic plan.</p>	<p>person in writing assessment for program review within established deadlines.</p> <p>5. Demonstrates use of department/pro-gram assessment results to effectuate improvement or change identified in a department strategic plan.</p>	<p>collection and analysis for assessment for program review within established deadlines.</p> <p>5. Demonstrates use of department/pro-gram assessment results to effectuate improvement or change identified in a department strategic plan.</p>		
<b>Element</b>	<b>Superb 5</b>	<b>Stellar 4</b>	<b>Strong 3</b>	<b>Satisfactory 2</b>	<b>Improvement Needed (1)</b>
<p><b>Direct Services</b> (not less than 10% in this area in 5% increments)</p> <p>3.1 Providing direct service to enhance student success</p> <p>3.2 Grading, returning, and submitting papers in a timely manner (work experience)</p>	<p>In addition to meeting the criteria for Satisfactory, the non-instructional faculty does three of the following:</p> <p>1. Facilitates research to determine community needs to effectuate program services.</p> <p>2. Identifies gaps in services and coordinates to develop</p>	<p>In addition to meeting the criteria for Satisfactory, the non-instructional faculty does two of the following:</p> <p>1. Facilitates research to determine community needs to effectuate program services.</p> <p>2. Identifies gaps</p>	<p>In addition to meeting the criteria for Satisfactory, the non-instructional faculty does one of the following:</p> <p>1. Facilitates research to determine community needs to effectuate program services.</p> <p>2. Identifies gaps</p>	<p>Non-instructional faculty must meet the following criteria:</p> <p>1. + Provides direct services to stakeholders as identified in the work responsibilities (as stated in Agreement.</p> <p>2. Demonstrates outreach efforts to support student</p>	<p>Non-instructional faculty did not reasonably meet the specified criteria for Satisfactory in the following areas:</p>

coordinators) 3.3 Maintaining appropriate supplies, equipment, materials, and tools for program purposes	an improvement plan. 3. Develops and implement a plan to expand the range of services designed to enhance success. 4. Develops innovative tools/materials and/or resources to enhance program services or activities.	in services and coordinates to develop an improvement plan. 3. Develops and implement a plan to expand the range of services designed to enhance success. 4. Develops innovative tools/materials and/or resources to enhance program services or activities.	in services and coordinates to develop an improvement plan. 3. Develops and implement a plan to expand the range of services designed to enhance success. 4. Develops innovative tools/materials and/or resources to enhance program services or activities.	development. 3. Identifies referral sources and makes suitable referrals as needed. 4. Submits grades in accordance with the Academic Calendar (Work Experience Coordinators); Administrators resources and various tools for program services and activities.	
<b>Element</b>	<b>Superb 5</b>	<b>Stellar 4</b>	<b>Strong 3</b>	<b>Satisfactory 2</b>	<b>Improvement Needed (1)</b>
<b>Program Design/Delivery and Management</b> (not less than 30% in this area in 5% increments)  <b>Design/Delivery</b> 4.1 Developing new program services and activities 4.2 Designing effective	In addition to meeting the criteria for Satisfactory, the non-instructional faculty does three of the following:  1. Assist in creating and developing a new program or service that reflect current practices and use of appropriate resources.	In addition to meeting the criteria for Satisfactory, the non-instructional faculty does two of the following:  1. Assists in creating and developing a new program or service that reflect current practices and use of appropriate	In addition to meeting the criteria for Satisfactory, the non-instructional faculty does one of the following:  1. Assists in creating and developing a new program or service that reflect current practices and use of appropriate	Program materials show that the non-instructional faculty does all of the following as needed:  1. + Manages and maintain existing program services and activities to ensure they reflect current practices and use of	Non-instructional faculty did not reasonably meet the specified criteria for Satisfactory in the following areas

<p>program tools</p> <p>4.3 Evaluating program outcomes</p> <p>4.4 Selecting resources</p> <p>4.5 Involvement in institutional assessment</p> <p><b>Management</b></p> <p>4.6 Managing activities for program purposes</p>	<p>2. Creates an alternative service delivery method via the internet.</p> <p>3. Develops and/or creation of promotional materials or other educational materials.</p> <p>4. Contributes to the design of the GCC state level planning documents and/or activities.</p> <p>5. Coordinates, schedules and conduct two informational sessions and/or presentations for classroom, conference/workshops or community forums, etc., in keeping with the needs of the College. (multiples of this item may be counted, provided they are identifiably different in content and activities. In this area, each session/presentation will equal one of the requirements and four sessions/presentations may be used to satisfy the criteria for this performance level).</p> <p>6. Researches, develops, and</p>	<p>resources.</p> <p>2. Creates an alternative service delivery method via the internet.</p> <p>3. Develops and/or creation of promotional materials or other educational materials.</p> <p>4. Contributes to the design of the GCC state level planning documents and/or activities.</p> <p>5. Coordinates, schedules, and conduct two informational sessions and/or presentations for classroom, conference/workshops or community forums, etc., in keeping with the needs of the College.</p> <p>6. Researches, develops, and submits application for funding from additional sources.</p> <p>7. Creates and</p>	<p>appropriate resources.</p> <p>2. + Collaborates with internal and external stakeholders to address program development.</p> <p>3. Maintains accurate records to document stakeholder services.</p> <p>4. Provides evidence of use of multiple student assessment strategies.</p>
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	<p>submits application for funding from additional sources.</p> <p>7. Creates and maintain a department/pro-gram institutional webpage on MyGCC.</p> <p>8. Demonstrates exceptional volunteer efforts for departmental/pro-gram need during the academic year (Use of this item requires prior approval from the Dean.)</p>	<p>of the combination of two requirements and four sessions/presentations may be used to satisfy the criteria for this performance level.)</p> <p>6. Researches, develops, and submits application for funding from additional sources.</p> <p>7. Creates and maintain a department/program institutional webpage on MyGCC.</p> <p>8. Demonstrates exceptional volunteer efforts for departmental/pro-gram needs during the academic year (Use of this item requires prior approval from the Dean.)</p>	<p>maintains a department/pro-gram institutional webpage on MyGCC.</p> <p>9. Demonstrates exceptional volunteer efforts for departmental /program need during the academic year (Use of this item requires prior approval from the Dean.)</p>	
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#As relative to the position in a non-DC role. +Individual Annual Plan is required to address goals for content expertise, service delivery, direct services and program design and management. Reference Appendix A – 1 Pages 126 – 130 for the “Nature of Work for Non-Instructional Faculty”

# INSTRUCTIONAL FACULTY

## Section 1, Delivery/Design Options

\_\_\_\_\_  
Faculty Member Name

\_\_\_\_\_  
Department

\_\_\_\_\_  
Rank

\_\_\_\_\_  
Division

\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Option Selected

**Chose only one option. (Secondary faculty will choose from options d, e, or f.)**

**Option (f) serves as the default option for a Satisfactory or Needs Improvement rating in this area of Section 1.**

Option (a)	
Design	0%
Delivery	75%
IDEA	25%

Option (d)	
Design	50%
Delivery	50%
IDEA	0%

Option (b)	
Design	0%
Delivery	50%
IDEA	50%

Option (e)	
Design	25%
Delivery	75%
IDEA	0%

Option (c)	
Design	25%
Delivery	50%
IDEA	25%

Option (f)	
Design	0%
Delivery	100%
IDEA	0%

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

\_\_\_\_\_  
Evaluator Signature      Date

\_\_\_\_\_  
Dean's Signature      Date

**INSTRUCTIONAL FACULTY  
ASSISTANT INSTRUCTOR  
EVALUATION FORM**

\_\_\_\_\_  
Faculty Member Name

\_\_\_\_\_  
Department

\_\_\_\_\_  
Rank

\_\_\_\_\_  
Division

\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Date Evaluation Completed

Faculty will be rated in each section and each sub-section on a scale of 1 – 5.

- 1 – Improvement Needed
- 2 – Satisfactory
- 3 – Strong
- 4 – Stellar
- 5 – Superb

The Faculty Overall Evaluation score will be determined by applying the score for each section to its respective percentage chosen by the Faculty, totaled and entered.

A total score of:        0.00 – 1.99 – Improvement Needed

- 2.00 – 2.99 - Satisfactory
- 3.00 – 3.99 - Strong
- 4.00 – 4.49 - Stellar
- 4.50        - Superb

1. Teaching and Instruction: 60% - 65%  
Desired Percentage \_\_\_\_ X Evaluators Rating Total \_\_\_\_ = \_\_\_\_  
  
A. Content Expertise (40%) X Evaluators Rating \_\_\_\_ = \_\_\_\_  
  
B. Instructional Delivery/Design (45%) X Evaluators Rating \_\_\_\_ = \_\_\_\_  
  
C. Course Management (15%) X Evaluators Rating \_\_\_\_ = \_\_\_\_
2. Enrollment Management: 5% - 10%  
Desired Percentage \_\_\_\_ X Evaluators Rating \_\_\_\_ = \_\_\_\_
3. Professional Development: 15%  
Desired Percentage \_\_\_\_ X Evaluators Rating \_\_\_\_ = \_\_\_\_
4. Scholarly Activity: 0%  
a. Assistant Instructors may not participate in this section.
5. Institutional Involvement: 5%  
Desired Percentage \_\_\_\_ X Evaluators Rating \_\_\_\_ = \_\_\_\_



6. Community service: 0%
  - a. Assistant Instructors may not participate in this section.
7. Professional Standards: 10%
  - a. Faculty percentage of overall evaluation is 10% in this area and may not be altered.  
Required Percentage 10% X Evaluators Rating Total \_\_\_\_\_ = \_\_\_\_\_
  - A. Compliance with work rules and regulations (40%) X Evaluators Rating \_\_\_\_\_ = \_\_\_\_\_
  - B. Adaptability (10%) X Evaluators Rating \_\_\_\_\_ = \_\_\_\_\_
  - C. Communicative Skills (20%) X Evaluators Rating \_\_\_\_\_ = \_\_\_\_\_
  - D. Interpersonal Relations (30%) X Evaluators Rating \_\_\_\_\_ = \_\_\_\_\_

Faculty Evaluation Tabulation of Scores.

Section 1 \_\_\_\_\_

Section 2 \_\_\_\_\_

Section 3 \_\_\_\_\_

Section 4 N/A

Section 5 \_\_\_\_\_

Section 6 N/A

Section 7 \_\_\_\_\_

Total Evaluation Score: \_\_\_\_\_ Faculty Rating: \_\_\_\_\_

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

\_\_\_\_\_  
Evaluator Signature      Date

\_\_\_\_\_  
Dean's Signature                      Date

**INSTRUCTIONAL FACULTY  
INSTRUCTOR  
EVALUATION FORM**

\_\_\_\_\_  
Faculty Member Name

\_\_\_\_\_  
Department

\_\_\_\_\_  
Rank

\_\_\_\_\_  
Division

\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Date Evaluation Completed

Faculty will be rated in each section and each sub-section on a scale of 1 – 5.

- 1 – Improvement Needed
- 2 – Satisfactory
- 3 – Strong
- 4 – Stellar
- 5 – Superb

The Faculty Overall Evaluation score will be determined by applying the score for each section to its respective percentage chosen by the Faculty, totaled and entered.

A total score of:        0.00 – 1.99 – Improvement Needed  
                              2.00 – 2.99 - Satisfactory  
                              3.00 – 3.99 - Strong  
                              4.00 – 4.49 - Stellar  
                              4.50        - Superb

1. Teaching and Instruction: 55% - 65%  
Desired Percentage \_\_\_\_ X Evaluators Rating Total \_\_\_\_ = \_\_\_\_  
  
D. Content Expertise (40%) X Evaluators Rating \_\_\_\_ = \_\_\_\_  
  
E. Instructional Delivery/Design (45%) X Evaluators Rating \_\_\_\_ = \_\_\_\_  
  
F. Course Management (15%) X Evaluators Rating \_\_\_\_ = \_\_\_\_
2. Enrollment Management: 10% - 15%  
Desired Percentage \_\_\_\_ X Evaluators Rating \_\_\_\_ = \_\_\_\_
3. Professional Development: 10% - 15%  
Desired Percentage \_\_\_\_ X Evaluators Rating \_\_\_\_ = \_\_\_\_
4. Scholarly Activity: 0% - 5%
  - a. Faculty may choose to not participate in this section. If so they may allocate no more than 5% to no less than two other sections except Section #1.  
Desired Percentage \_\_\_\_ X Evaluators Rating \_\_\_\_ = \_\_\_\_
5. Institutional Involvement: 5%  
Desired Percentage \_\_\_\_ X Evaluators Rating \_\_\_\_ = \_\_\_\_

6. Community service: 0%
  - a. Instructors may not participate in this section.
7. Professional Standards: 10%
  - a. Faculty percentage of overall evaluation is 10% in this area and may not be altered.  
 Required Percentage 10% X Evaluators Rating Total \_\_\_\_\_ = \_\_\_\_\_
  - A. Compliance with work rules and regulations (40%) X Evaluators Rating \_\_\_\_\_ = \_\_\_\_\_
  - B. Adaptability (10%) X Evaluators Rating \_\_\_\_\_ = \_\_\_\_\_
  - C. Communicative Skills (20%) X Evaluators Rating \_\_\_\_\_ = \_\_\_\_\_
  - E. Interpersonal Relations (30%) X Evaluators Rating \_\_\_\_\_ = \_\_\_\_\_

Faculty Evaluation Tabulation of Scores.

Section 1 \_\_\_\_\_

Section 2 \_\_\_\_\_

Section 3 \_\_\_\_\_

Section 4 \_\_\_\_\_

Section 5 \_\_\_\_\_

Section 6 N/A

Section 7 \_\_\_\_\_

Total Evaluation Score: \_\_\_\_\_ Faculty Rating: \_\_\_\_\_

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

\_\_\_\_\_  
 Evaluator Signature      Date

\_\_\_\_\_  
 Dean's Signature      Date

**INSTRUCTIONAL FACULTY  
PROFESSORIAL  
EVALUATION FORM**

\_\_\_\_\_  
Faculty Member Name

\_\_\_\_\_  
Department

\_\_\_\_\_  
Rank

\_\_\_\_\_  
Division

\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Date Evaluation Completed

Faculty will be rated in each section and each sub-section on a scale of 1 – 5.

- 1 – Improvement Needed
- 2 – Satisfactory
- 3 – Strong
- 4 – Stellar
- 5 – Superb

The Faculty Overall Evaluation score will be determined by applying the score for each section to its respective percentage chosen by the Faculty, totaled and entered.

A total score of:        0.00 – 1.99 – Improvement Needed

                             2.00 – 2.99 - Satisfactory

                             3.00 – 3.99 - Strong

                             4.00 – 4.49 - Stellar

                             4.50        - Superb

1. Teaching and Instruction: Assistant Professor 45% - 65%  
Teaching and Instruction: Associate Professor 45% - 60%  
Teaching and Instruction: Professor 45% - 55%

Desired Percentage \_\_\_\_\_ X Evaluators Rating Total \_\_\_\_\_ = \_\_\_\_\_

A. Content Expertise (40%) X Evaluators Rating \_\_\_\_\_ = \_\_\_\_\_

B. Instructional Delivery/Design (45%) X Evaluators Rating \_\_\_\_\_ = \_\_\_\_\_

C. Course Management (15%) X Evaluators Rating \_\_\_\_\_ = \_\_\_\_\_

2. Enrollment Management: 10% - 15%

Desired Percentage \_\_\_\_\_ X Evaluators Rating \_\_\_\_\_ = \_\_\_\_\_

3. Professional development: 5% - 15%

Desired Percentage \_\_\_\_\_ X Evaluators Rating \_\_\_\_\_ = \_\_\_\_\_

4. Scholarly Activity: 0% - 10%

- a. Faculty may choose to not participate in this section. If so they may allocate no more than 5% to no less than two other sections except Section #1.

Desired Percentage \_\_\_\_\_ X Evaluators Rating \_\_\_\_\_ = \_\_\_\_\_

5. Institutional Involvement: 10% - 15%  
Desired Percentage \_\_\_\_\_ X Evaluators Rating \_\_\_\_\_ = \_\_\_\_\_
6. Community service: 0% - 10%
  - a. Faculty may choose to not participate in this section. If so they may allocate no more than 5% to no less than two other sections except Section #1.  
Desired Percentage \_\_\_\_\_ X Evaluators Rating \_\_\_\_\_ = \_\_\_\_\_
7. Professional Standards: 10%
  - a. Faculty percentage of overall evaluation is 10% in this area and may not be altered.  
Required Percentage 10% X Evaluators Rating Total \_\_\_\_\_ = \_\_\_\_\_
  - A. Compliance with work rules and regulations (40%) X Evaluators Rating \_\_\_\_\_ = \_\_\_\_\_
  - B. Adaptability (10%) X Evaluators Rating \_\_\_\_\_ = \_\_\_\_\_
  - C. Communicative Skills (20%) X Evaluators Rating \_\_\_\_\_ = \_\_\_\_\_
  - D. Interpersonal Relations (30%) X Evaluators Rating \_\_\_\_\_ = \_\_\_\_\_

Faculty Evaluation Tabulation of Scores.

Section 1 \_\_\_\_\_  
 Section 2 \_\_\_\_\_  
 Section 3 \_\_\_\_\_  
 Section 4 \_\_\_\_\_  
 Section 5 \_\_\_\_\_  
 Section 6 \_\_\_\_\_  
 Section 7 \_\_\_\_\_

Total Evaluation Score: \_\_\_\_\_ Faculty Rating: \_\_\_\_\_

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

\_\_\_\_\_  
 Evaluator Signature Date

\_\_\_\_\_  
 Dean's Signature Date

**DEPARTMENT CHAIR  
ASSISTANT INSTRUCTOR  
EVALUATION FORM**

\_\_\_\_\_  
Faculty Member Name

\_\_\_\_\_  
Department

\_\_\_\_\_  
Rank

\_\_\_\_\_  
Division

\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Date Evaluation Completed

Faculty will be rated in each section and each sub-section on a scale of 1 – 5.

- 1 – Improvement Needed
- 2 – Satisfactory
- 3 – Strong
- 4 – Stellar
- 5 – Superb

The Faculty Overall Evaluation score will be determined by applying the score for each section to its respective percentage chosen by the Faculty, totaled and entered.

A total score of:        0.00 – 1.99 – Improvement Needed

                             2.00 – 2.99 - Satisfactory

                             3.00 – 3.99 - Strong

                             4.00 – 4.49 - Stellar

                             4.50        - Superb

1. Department Chair Responsibilities: 60% - 65%  
Desired Percentage \_\_\_\_ X Evaluators Rating Total \_\_\_\_ = \_\_\_\_  
  
A. Leadership (40%) X Evaluators Rating \_\_\_\_ = \_\_\_\_  
  
B. Administrative Duties (30%) X Evaluators Rating \_\_\_\_ = \_\_\_\_  
  
C. Curriculum & Assessment (30%) X Evaluators Rating \_\_\_\_ = \_\_\_\_
2. Enrollment Management: 5% - 10%  
Desired Percentage \_\_\_\_ X Evaluators Rating \_\_\_\_ = \_\_\_\_
3. Professional Development: 15%  
Desired Percentage \_\_\_\_ X Evaluators Rating \_\_\_\_ = \_\_\_\_
4. Scholarly Activity: 0%  
a. Assistant Instructors may not participate in this section.
5. Institutional Involvement: 5%  
Desired Percentage \_\_\_\_ X Evaluators Rating \_\_\_\_ = \_\_\_\_

6. Community Service: 0%
  - a. Assistant Instructors may not participate in this section.
7. Professional Standards: 10%
  - a. Faculty percentage of overall evaluation is 10% in this area and may not be altered.  
 Required Percentage 10% X Evaluators Rating Total \_\_\_\_\_ = \_\_\_\_\_
  - A. Compliance with work rules and regulations (40%) X Evaluators Rating \_\_\_\_\_ = \_\_\_\_\_
  - B. Adaptability (10%) X Evaluators Rating \_\_\_\_\_ = \_\_\_\_\_
  - C. Communicative Skills (20%) X Evaluators Rating \_\_\_\_\_ = \_\_\_\_\_
  - D. Interpersonal Relations (30%) X Evaluators Rating \_\_\_\_\_ = \_\_\_\_\_

Faculty Evaluation Tabulation of Scores.

Section 1 \_\_\_\_\_

Section 2 \_\_\_\_\_

Section 3 \_\_\_\_\_

Section 4 N/A

Section 5 \_\_\_\_\_

Section 6 N/A

Section 7 \_\_\_\_\_

Total Evaluation Score: \_\_\_\_\_ Faculty Rating: \_\_\_\_\_

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

\_\_\_\_\_  
Evaluator Signature      Date

\_\_\_\_\_  
Dean's Signature      Date

# DEPARTMENT CHAIR INSTRUCTOR EVALUATION FORM

\_\_\_\_\_  
Faculty Member Name

\_\_\_\_\_  
Department

\_\_\_\_\_  
Rank

\_\_\_\_\_  
Division

\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Date Evaluation Completed

Faculty will be rated in each section and each sub-section on a scale of 1 – 5.

- 1 – Improvement Needed
- 2 – Satisfactory
- 3 – Strong
- 4 – Stellar
- 5 – Superb

The Faculty Overall Evaluation score will be determined by applying the score for each section to its respective percentage chosen by the Faculty, totaled and entered.

A total score of: 0.00 – 1.99 – Improvement Needed

2.00 – 2.99 - Satisfactory

3.00 – 3.99 - Strong

4.00 – 4.49 - Stellar

4.50 - Superb

1. Department Chair Responsibilities: 55% - 65%

Desired Percentage \_\_\_\_ X Evaluators Rating Total \_\_\_\_ = \_\_\_\_

A. Leadership (40%) X Evaluators Rating \_\_\_\_ = \_\_\_\_

B. Administrative Duties (30%) X Evaluators Rating \_\_\_\_ = \_\_\_\_

C. Curriculum & Assessment (30%) X Evaluators Rating \_\_\_\_ = \_\_\_\_

2. Enrollment Management: 10% - 15%

Desired Percentage \_\_\_\_ X Evaluators Rating \_\_\_\_ = \_\_\_\_

3. Professional Development: 10% - 15%

Desired Percentage \_\_\_\_ X Evaluators Rating \_\_\_\_ = \_\_\_\_

4. Scholarly Activity: 0% - 5%

a. Faculty may choose to not participate in this section. If so they may allocate no more than 5% to no less than two other sections except Section #1.

Desired Percentage \_\_\_\_ X Evaluators Rating \_\_\_\_ = \_\_\_\_

5. Institutional Involvement: 5%

Desired Percentage \_\_\_\_ X Evaluators Rating \_\_\_\_ = \_\_\_\_



6. Community service: 0%
  - a. Instructors may not participate in this section.
7. Professional Standards: 10%
  - a. Faculty percentage of overall evaluation is 10% in this area and may not be altered.  
Required Percentage 10% X Evaluators Rating Total \_\_\_\_\_ = \_\_\_\_\_
  - A. Compliance with work rules and regulations (40%) X Evaluators Rating \_\_\_\_\_ = \_\_\_\_\_
  - B. Adaptability (10%) X Evaluators Rating \_\_\_\_\_ = \_\_\_\_\_
  - C. Communicative Skills (20%) X Evaluators Rating \_\_\_\_\_ = \_\_\_\_\_
  - D. Interpersonal Relations (30%) X Evaluators Rating \_\_\_\_\_ = \_\_\_\_\_

Faculty Evaluation Tabulation of Scores.

Section 1 \_\_\_\_\_

Section 2 \_\_\_\_\_

Section 3 \_\_\_\_\_

Section 4 \_\_\_\_\_

Section 5 \_\_\_\_\_

Section 6 N/A

Section 7 \_\_\_\_\_

Total Evaluation Score: \_\_\_\_\_ Faculty Rating: \_\_\_\_\_

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

\_\_\_\_\_  
Evaluator Signature      Date

\_\_\_\_\_  
Dean's Signature      Date

# DEPARTMENT CHAIR PROFESSORIAL EVALUATION FORM

\_\_\_\_\_  
Faculty Member Name

\_\_\_\_\_  
Department

\_\_\_\_\_  
Rank

\_\_\_\_\_  
Division

\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Date Evaluation Completed

Faculty will be rated in each section and each sub-section on a scale of 1 – 5.

- 1 – Improvement Needed
- 2 – Satisfactory
- 3 – Strong
- 4 – Stellar
- 5 – Superb

The Faculty Overall Evaluation score will be determined by applying the score for each section to its respective percentage chosen by the Faculty, totaled and entered.

A total score of:        0.00 – 1.99 – Improvement Needed

2.00 – 2.99 - Satisfactory

3.00 – 3.99 - Strong

4.00 – 4.49 - Stellar

4.50        - Superb

1. Department Chair Responsibilities: Assistant Professor 45% - 65%  
 Department Chair Responsibilities: Associate Professor 45% - 60%  
 Department Chair Responsibilities: Professor 45% - 55%  
 Desired Percentage \_\_\_\_ X Evaluators Rating Total \_\_\_\_ = \_\_\_\_  
 A. Leadership (40%) X Evaluators Rating \_\_\_\_ = \_\_\_\_  
 B. Administrative Duties (30%) X Evaluators Rating \_\_\_\_ = \_\_\_\_  
 C. Curriculum & Assessment (30%) X Evaluators Rating \_\_\_\_ = \_\_\_\_
2. Enrollment Management: 10% - 15%  
 Desired Percentage \_\_\_\_ X Evaluators Rating \_\_\_\_ = \_\_\_\_
3. Professional development: 5% - 15%  
 Desired Percentage \_\_\_\_ X Evaluators Rating \_\_\_\_ = \_\_\_\_
4. Scholarly Activity: 0% - 10%  
 a. Faculty may choose to not participate in this section. If so they may allocate no more than 5% to no less than two other sections except Section #1.  
 Desired Percentage \_\_\_\_ X Evaluators Rating \_\_\_\_ = \_\_\_\_
5. Institutional Involvement: 10% - 15%  
 Desired Percentage \_\_\_\_ X Evaluators Rating \_\_\_\_ = \_\_\_\_

6. Community service: 0% - 10%
- a. Faculty may choose to not participate in this section. If so they may allocate no more than 5% to no less than two other sections except Section #1.
- Desired Percentage \_\_\_\_ X Evaluators Rating \_\_\_\_ = \_\_\_\_
7. Professional Standards: 10%
- a. Faculty percentage of overall evaluation is 10% in this area and may not be altered.
- Required Percentage 10% X Evaluators Rating Total \_\_\_\_ = \_\_\_\_
- A. Compliance with work rules and regulations (40%) X Evaluators Rating \_\_\_\_ = \_\_\_\_
- B. Adaptability (10%) X Evaluators Rating \_\_\_\_ = \_\_\_\_
- C. Communicative Skills (20%) X Evaluators Rating \_\_\_\_ = \_\_\_\_
- D. Interpersonal Relations (30%) X Evaluators Rating \_\_\_\_ = \_\_\_\_

Faculty Evaluation Tabulation of Scores.

Section 1 \_\_\_\_

Section 2 \_\_\_\_

Section 3 \_\_\_\_

Section 4 \_\_\_\_

Section 5 \_\_\_\_

Section 6 \_\_\_\_

Section 7 \_\_\_\_

Total Evaluation Score: \_\_\_\_\_ Faculty Rating: \_\_\_\_\_

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

\_\_\_\_\_  
Evaluator Signature      Date

\_\_\_\_\_  
Dean's Signature      Date

**NON-INSTRUCTIONAL FACULTY  
INSTRUCTOR  
EVALUATION FORM**

\_\_\_\_\_  
Faculty Member Name

\_\_\_\_\_  
Department

\_\_\_\_\_  
Rank

\_\_\_\_\_  
Division

\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Date Evaluation Completed

Faculty will be rated in each section and each sub-section on a scale of 1 – 5.

- 1 – Improvement Needed
- 2 – Satisfactory
- 3 – Strong
- 4 – Stellar
- 5 – Superb

The Faculty Overall Evaluation score will be determined by applying the score for each section to its respective percentage chosen by the Faculty, totaled and entered.

A total score of:        0.00 – 1.99 – Improvement Needed

                         2.00 – 2.99 - Satisfactory

                         3.00 – 3.99 - Strong

                         4.00 – 4.49 - Stellar

                         4.50        - Superb

1. Non-Instructional Responsibilities: 55% - 65%

Desired Percentage \_\_\_\_\_ X Evaluators Rating Total \_\_\_\_\_ = \_\_\_\_\_

Percentages in the following area shall be determined through collaboration between the evaluator and the faculty member. No area may contain less than 10% of the total 100% of the desired percentage.

A. Content Expertise, not less than 35% ( %) X Evaluators Rating \_\_\_\_\_ = \_\_\_\_\_

B. Direct Services, not less than 10% ( %) X Evaluators Rating \_\_\_\_\_ = \_\_\_\_\_

C. Program Design  
and Management, not less than 30% ( %) X Evaluators Rating \_\_\_\_\_ = \_\_\_\_\_

2. Enrollment Management: 10% - 15%

Desired Percentage \_\_\_\_\_ X Evaluators Rating \_\_\_\_\_ = \_\_\_\_\_

3. Professional Development: 10% - 15%

Desired Percentage \_\_\_\_\_ X Evaluators Rating \_\_\_\_\_ = \_\_\_\_\_

4. Scholarly Activity: 0% - 5%

- a. Faculty may choose to not participate in this section. If so they may allocate no more than 5% to no less than two other sections except Section #1.

Desired Percentage \_\_\_\_\_ X Evaluators Rating \_\_\_\_\_ = \_\_\_\_\_

5. Institutional Involvement: 5% - 10%  
Desired Percentage \_\_\_\_\_ X Evaluators Rating \_\_\_\_\_ = \_\_\_\_\_
6. Community service: 0%
  - a. Instructors may not participate in this section.
7. Professional Standards: 10%
  - a. Faculty percentage of overall evaluation is 10% in this area and may not be altered.  
Required Percentage 10% X Evaluators Rating Total \_\_\_\_\_ = \_\_\_\_\_
  - A. Compliance with work rules and regulations (40%) X Evaluators Rating \_\_\_\_\_ = \_\_\_\_\_
  - B. Adaptability (10%) X Evaluators Rating \_\_\_\_\_ = \_\_\_\_\_
  - C. Communicative Skills (20%) X Evaluators Rating \_\_\_\_\_ = \_\_\_\_\_
  - D. Interpersonal Relations (30%) X Evaluators Rating \_\_\_\_\_ = \_\_\_\_\_

Faculty Evaluation Tabulation of Scores.

Section 1 \_\_\_\_\_

Section 2 \_\_\_\_\_

Section 3 \_\_\_\_\_

Section 4 \_\_\_\_\_

Section 5 \_\_\_\_\_

Section 6 N/A

Section 7 \_\_\_\_\_

Total Evaluation Score: \_\_\_\_\_ Faculty Rating: \_\_\_\_\_

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

\_\_\_\_\_  
Evaluator Signature      Date

\_\_\_\_\_  
Dean's Signature      Date

# **NON-INSTRUCTIONAL FACULTY PROFESSORIAL EVALUATION FORM**

\_\_\_\_\_  
Faculty Member Name

\_\_\_\_\_  
Department

\_\_\_\_\_  
Rank

\_\_\_\_\_  
Division

\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Date Evaluation Completed

Faculty will be rated in each section and each sub-section on a scale of 1 – 5.

- 1 – Improvement Needed
- 2 – Satisfactory
- 3 – Strong
- 4 – Stellar
- 5 – Superb

The Faculty Overall Evaluation score will be determined by applying the score for each section to its respective percentage chosen by the Faculty, totaled and entered.

A total score of:        0.00 – 1.99 – Improvement Needed  
                                  2.00 – 2.99 - Satisfactory  
                                  3.00 – 3.99 - Strong  
                                  4.00 – 4.49 - Stellar  
                                  4.50        - Superb

1. Non-Instructional Responsibilities: Assistant Professor 45% - 65%  
    Non-Instructional Responsibilities: Associate Professor 45% - 60%  
    Non-Instructional Responsibilities: Professor 45% - 55%

Desired Percentage \_\_\_\_\_ X Evaluators Rating Total \_\_\_\_\_ = \_\_\_\_\_

Percentages in the following area shall be determined through collaboration between the evaluator and the faculty member. No area may contain less than 10% of the total 100% of the desired percentage.

A. Content Expertise, not less than 35% ( %) X Evaluators Rating \_\_\_\_\_ = \_\_\_\_\_

B. Direct Services, not less than 10% ( %) X Evaluators Rating \_\_\_\_\_ = \_\_\_\_\_

C. Program Design  
     and Management, not less than 30% ( %) X Evaluators Rating \_\_\_\_\_ = \_\_\_\_\_

2. Enrollment Management: 10% - 15%  
    Desired Percentage \_\_\_\_\_ X Evaluators Rating \_\_\_\_\_ = \_\_\_\_\_

3. Professional development: 5% - 15%  
    Desired Percentage \_\_\_\_\_ X Evaluators Rating \_\_\_\_\_ = \_\_\_\_\_

4. Scholarly Activity: 0% - 10%
  - a. Faculty may choose to not participate in this section. If so they may allocate no more than 5% to no less than two other sections except Section #1.

Desired Percentage \_\_\_\_\_ X Evaluators Rating \_\_\_\_\_ = \_\_\_\_\_

5. Institutional Involvement: 10% - 15%  
Desired Percentage \_\_\_\_ X Evaluators Rating \_\_\_\_ = \_\_\_\_
6. Community service: 0% - 10%
  - a. Faculty may choose to not participate in this section. If so they may allocate no more than 5% to no less than two other sections except Section #1.  
Desired Percentage \_\_\_\_ X Evaluators Rating \_\_\_\_ = \_\_\_\_
7. Professional Standards: 10%
  - a. Faculty percentage of overall evaluation is 10% in this area and may not be altered.  
Required Percentage 10% X Evaluators Rating Total \_\_\_\_ = \_\_\_\_
  - A. Compliance with work rules and regulations (40%) X Evaluators Rating \_\_\_\_ = \_\_\_\_
  - B. Adaptability (10%) X Evaluators Rating \_\_\_\_ = \_\_\_\_
  - C. Communicative Skills (20%) X Evaluators Rating \_\_\_\_ = \_\_\_\_
  - D. Interpersonal Relations (30%) X Evaluators Rating \_\_\_\_ = \_\_\_\_

Faculty Evaluation Tabulation of Scores.

Section 1 \_\_\_\_

Section 2 \_\_\_\_

Section 3 \_\_\_\_

Section 4 \_\_\_\_

Section 5 \_\_\_\_

Section 6 \_\_\_\_

Section 7 \_\_\_\_

Total Evaluation Score: \_\_\_\_\_ Faculty Rating: \_\_\_\_\_

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

\_\_\_\_\_  
Evaluator Signature      Date

\_\_\_\_\_  
Dean's Signature      Date

**Section 1**  
**Non-Instructional Individual Plan (N.I.I.P)**

**Faculty Name:**

**Non-Instructional Program/ Department:**Academic Advisement Enrollment Coordinator

**Rank:**Instructor

The items listed under the elements should reflect core responsibilities unique to both the faculty member's specific job and to the department plan. Job responsibilities for non-instructional positions are outlined in Appendix A, Job Specifications, of the Agreement.

**Non-Instructional Responsibilities:**

**Element:**

**A. Content Expertise: No plan necessary**

**Element:**

**B. Direct Services**

(not less than 10% in this area in 5% increments)

**2.1** Providing direct service to enhance student success

**2.2** Grading, returning, and submitting papers in a timely manner (work experience coordinators)

**2.3** Maintaining appropriate supplies, equipment, materials, and tools for program purposes

+ Provide direct services to stakeholders as identified in the work responsibilities (as stated in Agreement)

**Plan:**

**Element:**

**C. Program Design/Delivery and Management:**

(not less than 30% in this area in 5% increments)

**Design/Delivery**

**3.1** Developing new program services and activities

**3.2** Designing effective program tools

**3.3** Evaluating program outcomes

**3.4** Selecting resources

**3.5** Involvement in institutional assessment

**Management**

**3.6** Managing activities for program purposes

+ Manage and maintain existing program services and activities to ensure they reflect current practices and use of appropriate resources

+ Collaborates with internal and external stakeholders to address program development.

**Plan:**



**GUAM COMMUNITY COLLEGE  
RECORD OF CLASSROOM OBSERVATION**

**FACULTY MEMBER:** \_\_\_\_\_

**COURSE:** \_\_\_\_\_

**EVALUATOR:** \_\_\_\_\_

**NUMBER OF STUDENTS:** \_\_\_\_\_

**TIME OF OBSERVATION:** FROM: \_\_\_\_\_ TO: \_\_\_\_\_

**DATE:** \_\_\_\_\_

**OVERVIEW OF OBSERVATION:** (Purpose, Preparation, Classroom, Climate, Organization, Planning, Concerns, Recommendations, etc.)

\_\_\_\_\_  
Signature of Faculty / Date

\_\_\_\_\_  
Signature of Evaluator / Date

## CLASSROOM OBSERVATION GUIDELINES

Observation guidelines include but are not limited to the following illustrative examples.

### I. INSTRUCTION

#### Presentation

- ☐ Learning (purpose and objectives) for this lesson is clearly stated (lesson overview).
- ☐ Is there a connection of the current lesson to previous learning?
- ☐ How clearly does the faculty member express his/her ideas?
- ☐ Does the faculty member effectively communicate the subject matter to students?
- ☐ The faculty member speaks in a clear and well-modulated voice.

#### Techniques and Strategies

- ☐ What method(s) of instruction did the teacher use?
- ☐ Was the selection and use of each method appropriate and effective? Why? Why not?
- ☐ What were the various means (lecture, group discussion, student input, inquiry/questions, role playing, information processing activities, other) used by the faculty member to provide information for students to acquire learning?
- ☐ What principles of learning did the faculty member employ?
- ☐ Are the desired skills clearly demonstrated by the faculty member?
- ☐ How did the faculty member encourage students to think and hypothesize?

#### Instructional Materials

- ☐ Uses various techniques and equipment to make the presentation of the lesson as interesting as possible.
- ☐ Supplements textbook materials with other references such as journals, hand-outs, etc.

- ☐ The use of audiovisual aids were effective in helping student learning.

#### Student-Faculty Interaction

- ☐ Does the faculty member show respect for students?
- ☐ Do the students feel free to ask the faculty member questions?
- ☐ Are students allowed enough time to answer questions?
- ☐ Is the faculty member receptive to students' expression of their viewpoint?
- ☐ Does it seem like the faculty member carefully listens to students' comments?
- ☐ Does the faculty member show sensitivity to students' needs?

### II. MANAGEMENT

#### Planning and Preparation

- ☐ Was the faculty member following the course syllabus?
- ☐ Is it evident that the faculty member was well prepared for class?
- ☐ Were the activities varied and well organized?
- ☐ Do the lesson techniques and strategies have a clear sequence and/or organization design?

#### Classroom Environment

- ☐ What is the learning environment like?
- ☐ How is the learning environment conducive to learning (safe, pleasant, and orderly)?
- ☐ Is the area setup with the appropriate resources and/or equipment?
- ☐ Does the faculty member's facilitation/intervention skills build a positive classroom environment?

#### Use of Class Time

- ☐ How consistent is the faculty member in maintaining his/her class schedule?
- ☐ Does the faculty member employ appropriate strategies to use allocated time effectively?
- ☐ How is the faculty member's time divided among the students?
- ☐ Does the faculty member check to determine if students are progressing on task?
- ☐ The faculty member uses minimum class time for non-instruction routines, thus maximizing time on task.

#### Student Motivation

- ☐ How does the faculty member arouse student interest in the lesson and/or topic?
- ☐ What forms of motivation were used during the class session?

#### Classroom Behavior

- ☐ Faculty member is able to manage student behavior in a constructive manner.
- ☐ The faculty member remains alert to student behavior that is consistent or inconsistent with his/her established classroom rules and procedures.
- ☐ When necessary, constructive verbal feedback is provided to students and/or appropriate action is taken to maintain behavior that is conducive to learning.

#### Feedback and Evaluation

- ☐ How does the faculty member regularly check student understanding?

- ☐ How did the faculty member give feedback to students?
- ☐ How did the faculty member monitor and assess student performance to ensure students were proceeding towards the outcome?
- ☐ How does the faculty member determine whether or not students have mastered the objectives?

### III. CONTENT EXPERTISE

#### Knowledge

- ☐ Does the faculty member demonstrate knowledge of the subject matter?
- ☐ Is the subject matter explained effectively?
- ☐ Is faculty member able to answer most question effectively?
- ☐ Is faculty member able to explain the subject matter without relying solely on the prescribed readings?
- ☐ Contributions (in lecture, discussion, groups, laboratory, etc.)
- ☐ Does the faculty member make the subject matter relative?
- ☐ Does faculty member present problems and issues relevant to topic(s) of discussion?
- ☐ Does the faculty member relate current discussion to concepts previously learned by students (show how the present topic is related to those topics that have been taught or that will be taught)?
- ☐ Is faculty member able to relate topics discussed in the lesson to practical situations and/or existing student experiences in a meaningful manner?

## IMPROVEMENT NEEDED PLAN (IMP)

WHEN THE EVALUATION SUMMARY INDICATES UNSATISFACTORY/NEEDS TO IMPROVE

The faculty member and the evaluator will jointly develop a written plan that specifies the actions and responsibilities for each party. The objective of the plan is to achieve satisfactory performance.

### OUTCOME OF PERFORMANCE IMPROVEMENT PLAN

\_\_\_\_ This faculty member has successfully completed the improvement activities and is hereby given an overall evaluation rating of \_\_\_\_\_.

Date \_\_\_\_\_.

\_\_\_\_ This faculty member has failed to accomplish identified improvements in performance within specified time periods, therefore, the final evaluation rating of Unsatisfactory is given.

Date \_\_\_\_\_.

EVALUATOR'S COMMENTS: (may include positive or negative examples of information)

FACULTY MEMBER'S COMMENTS: (may include rebuttal or include information relevant to the evaluation)

Signed by: \_\_\_\_\_  
Dean/Associate Dean Date

Signed by: \_\_\_\_\_  
Faculty Date

## **APPENDIX B**

# FACULTY LOAD SCHEDULE (Instructional)

GCC ACADEMIC AFFAIRS DIVISION

Faculty: \_\_\_\_\_ Rank: \_\_\_\_\_ Academic Year: \_\_\_\_\_ Semester: \_\_\_\_\_

## Full-time Regular Load

COURSE NO.	SECTION	COURSE TITLE	STUDENT CONTACT HRS	HS UNITS	PERIODS	START	END	DAYS	LOCATION	BLDG/ ROOM	REMARKS
------------	---------	--------------	---------------------	----------	---------	-------	-----	------	----------	------------	---------

## I. SECONDARY CLASSES for full-time faculty regular load

			XXXXXXXXXX								
			XXXXXXXXXX								
			XXXXXXXXXX								
			XXXXXXXXXX								

## II. POSTSECONDARY CLASSES for full-time faculty regular load

			XXXXXXXXXX								
			XXXXXXXXXX								
			XXXXXXXXXX								
			XXXXXXXXXX								
			XXXXXXXXXX								

## III. CONTINUING EDUCATION/SPECIAL PROJECT ASSIGNMENT AS PART OF FULL TIME FACULTY REGULAR LOAD

--	--	--	--	--	--	--	--	--	--	--	--

## IV. OTHER FULL-TIME FACULTY ASSIGNMENTS

Department Activities	Contact Hrs	Committee Assignments	Contact Hrs	Other Assignments	Contact Hrs

## V. OVERLOAD CLASSES/CONTACT HOURS (NOTICE: Overload classes are subject to possible reassignment to full-time faculty due to enrollment fluctuations.)


## VI. OTHER FULL-TIME FACULTY ASSIGNMENTS

Assignments	Contact Hrs

ix. Page 2 attached. ☐ Yes ☐ No

NOTE: Please use a blank page to continue your responses to any numbered sections or items. Please specify numbered section and item.

Agreed to by Faculty:

VII. Adjunct: Complete space below. I am willing to teach at a reduced rate if enrollment is less than (13) students. Select a YES or NO in each blank.

10-12	7-9	6 OR LESS
1/4	1/2	3/4
		\$500

Approved by Evaluator:

## VIII. OFFICE HOURS (5 hours)

(Minimum 1 hour blocks, Over 3 days)

DAYS	TIME	ROOM
MON		
TUE		
WED		
THUR		
FRI		

Signature \_\_\_\_\_ Date: \_\_\_\_\_  
 Concurred by Department Chairperson: \_\_\_\_\_  
 Signature \_\_\_\_\_ Date: \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_  
 Approved by Dean of School: \_\_\_\_\_  
 Signature \_\_\_\_\_ Date: \_\_\_\_\_

## Faculty Load Schedule (Non-Instructional)

Faculty: [Click here to enter text.](#)

Rank: [Click here to enter text.](#)

Department: [Click here to enter text.](#) Academic Year: [Click here to enter text.](#) Semester: [Click here to enter text.](#)

### FULL TIME FACULTY ASSIGNMENTS

Duties and Responsibilities

#### Committee Work

Committee	Contact Hrs

#### Other Assignments

Other Assignments	Contact Hrs

### NON-INSTRUCTIONAL FACULTY OVERLOAD

#### Classes

Course No.	Section	Course Title	Student Contact Hrs	Start	End	Days

Activity	Contact Hrs

(Complete space to the right for Overload)

I am willing to teach at reduced rate if enrollment is less than (13) students.

State YES or NO in each blank

10-12 ¾	7-9 ½	6 or less \$500

Agreed by Faculty:

\_\_\_\_\_  
Signature [Click here to enter a date.](#)  
Date

Approved by Evaluator:

\_\_\_\_\_  
Signature [Click here to enter a date.](#)  
Date

Concurred by Department Chairperson:

\_\_\_\_\_  
Signature [Click here to enter a date.](#)  
Date

Approved by Dean of School:

\_\_\_\_\_  
Signature [Click here to enter a date.](#)  
Date

## AGREEMENT TO ALTERNATE ASSIGNMENT

The parties to this Agreement have together reviewed the provisions of Article VII and find the following alternate assignment to be within the parameters established there.

NAME \_\_\_\_\_

REGULAR ASSIGNMENT \_\_\_\_\_

REGULAR SCHEDULED WORK \_\_\_\_\_

ALTERNATE ASSIGNMENT \_\_\_\_\_

ESTIMATION OF TIME TO BE SPENT IN ALTERNATE ASSIGNMENT

REDUCTION OF REGULAR ASSIGNMENT

I am aware of my rights as described in Article VII of the Board-Union Agreement and know that if I so choose, I may discuss any alternative assignment with a Union representative. I have chosen this alternative assignment freely.

\_\_\_\_\_  
FACULTY MEMBER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DEAN

\_\_\_\_\_  
DATE



## APPENDIX C

The Chief Negotiators will prepare a memo to the Faculty Senate President regarding the review of Post Secondary Labs 1 & 2 Categories. This Committee, as agreed upon in the Fall 2010 Negotiations, shall meet in the Spring of 2011 or sooner, to revise this Appendix.

### Appendix C Post Secondary Labs

<i>Course #</i>	<i>Lab Category (1 or 2)</i>	<i>Total Hours</i>	<i># of Credits</i>
AC232	1	45	3
ASL100	2	75	4
ASL110	2	75	4
ASL120	2	75	4
ASL130	2	75	4
CJ102	2	48	3
CJ103	2	150	7
CJ109	2	48	3
CJ112	2	35	2
CJ126L	1	45	1
CJ132	2	45	3
CJ140	2	45	3
CJ145	2	45	3
CJ148	2	48	3
CJ160	2	48	3
CJ165	2	45	3
CJ170	2	48	3
CJ175	2	24	1.5
CM115	1	6	6
CM116	1	6	6
CM215	1	6	6
HL140	1	60	2
HL162	1	32	1
HS245	1	60	4
HS250	1	90	4
ME150A	1	60	3

**APPENDIX C  
POST SECONDARY LABS**

ME150B	1	60	3
ME161A	1	60	3
<b>Course #</b>	<b>Lab Category (1 or 2)</b>	<b>Total Hours</b>	<b># of Credits</b>
ME161B	1	60	3
ME165	1	60	3
ME166	1	60	3
ME167	1	90	3
ME171A	1	60	3
ME171B	1	60	3
ME175	1	60	3
ME176	1	60	3
ME177	1	60	3
ME177B	1	60	3
ME178B	1	60	3
MS121	1	90	2
MS125	1	45	1
MS141	1	90	2
MS145	1	45	1
MS192	1	225	5
MS220	1	60	2
MS221	1	45	1
MS225	1	45	1
MS292	1	225	1
NU101	1	225	7
OA101	1	45	3
OA206	1	45	3
OA220	1	45	3
OA230	1	45	3
OA240	1	45	3
SI103	1	90	4
SI110	1	90	4

**APPENDIX C**  
**POST SECONDARY LABS**

SI130	1	60	4
WE105	1	60	3
<b>Course #</b>	<b>Lab Category (1 or 2)</b>	<b>Total Hours</b>	<b># of Credits</b>
WE107	2	60	3
WE110	1	60	3
WE111	1	60	3
WE218	1	60	3
WE220	1	30	2
WE222	2	60	2
WT110	2	75	3

## **APPENDIX D**

## MEMORANDUM

**Date:** September 27, 2011

**To:** Guam Community College Board of Trustees Negotiating Team Members  
Guam Community College Faculty Union Negotiating Team Members

**From:** Dr. R. Ray D. Somera  
Vice-President for Academic Affairs  
Chief Negotiator, Guam Community College Board of Trustees

Karen M.S. Sablan  
Professor  
President and Chief Negotiator, Guam Community College Faculty Union

**Subject:** Amendment to Appendix D: Guam Community College Faculty Union Membership Application form


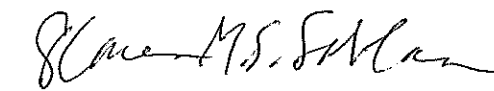
Hafa Adai Negotiating Team Members,

A recent member benefit that allows the Guam Community College Faculty Union members the option to participate in an alternate health/dental insurance coverage is being offered. We mutually agree and concur that the current Guam Community College Faculty Union Membership Application form needs revision to include a sentence allowing for the deduction of the premiums for this optional member benefit to be combined with the amount of the member's dues deduction and the prevailing AFT per capita amount.

Specifically, changes to the form include: a) amending the third line of the paragraph GCCEF to GCC Faculty Union, b) amending the footer notation from Appendix D to Appendix D-1, c) adding "Revised 09/26/2011" in the footer, d) adding a subject line after the mailing address to identify if the Guam Community College Faculty Union Membership Application form is a new application or a revised application, and e) adding "unless otherwise approved by the Local" to the last sentence of the paragraph.

Furthermore, we have noted and mutually agree and concur that the included Appendix D: Guam Community College Faculty Union Membership Application form was not specifically referenced in Article III.B.7a. We, therefore recommend "(Article D-1)" be added at the end of the first sentence of Article III.B.7a. As documentation to these amendments, we also mutually agree and concur that this memorandum will be added to Appendix D as "Appendix D-2."

Respectfully,

  
Dr. R. Ray D. Somera  
Dr. Karen M.S. Sablan

Appendix D-2  
Amendment Memorandum



*A Union of Professionals*

American Federation of Teachers, AFL-CIO

**Guam Community College Faculty Union**  
**AFT Local 6476**  
**Membership Application**

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

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

Faculty Rank: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Subject: \_\_\_\_\_ New application \_\_\_\_\_ Revised application

I hereby authorize the Guam Community College to deduct membership dues at the rate of  $\frac{3}{4}$  of 1% of my annual salary, as per Article IX, Section 1, of the GCC Faculty Union Constitution plus the prevailing per capita amounts for the AFT. I also authorize deduction of an additional premium amount of \$\_\_\_\_\_. I understand that these deductions must continue for one year, unless otherwise approved by the Local, from the date of the first deduction after which I may withdraw my membership.

\_\_\_\_\_  
Signature

Received by for the GCC Faculty Union:

\_\_\_\_\_  
Officers Name/Signature/Title

\_\_\_\_\_  
Date

Received by for the Guam Community College:

\_\_\_\_\_  
Name/Signature/Title

\_\_\_\_\_  
Date

Effective Date of membership: \_\_\_\_\_

## APPENDIX E



## EARLY DEPARTURE FUND RETURN OBLIGATION "PAYBACK"

This amendment to the Agreement is for the purpose of the Guam Community College and it's faculty to recover money, all or in part, it has expended for the training of faculty members who depart from the college before the recuperation of its investment has been completed.

### Part 1:

When a faculty member receives financial assistance from the Professional Development Fund and leaves the employment of the Guam Community College before working the equivalent of a one (1) school year period after receiving the funds, the following table will be used to determine the amount of money to be paid back to the college by the recipient.

Time Worked After Funding (Months)	Amount of Return For Faculty	
Truncated:		Subtraction
0	100.0%	
1	100.0%	-\$200.00
2	100.0%	-\$400.00
3	85.7%	Of Net Balance
4	71.4%	Of Net Balance
5	57.1%	Of Net Balance
6	42.8%	Of Net Balance
7	28.5%	Of Net Balance
8	14.2%	Of Net Balance
9	0.0%	Of Net Balance

"Net Balance" is defined to be the Gross amount funded minus the number of dollars in the "subtraction" column to the right

Example: A faculty member who receives \$2000.00 for a workshop and leaves GCC after completing 5 full months, the amount to be returned would be 57.1% of (2000-600) => .571\*\$1400 or \$799.40

## **PART II: CERTIFICATION:**

An employee who leaves GCC for employment elsewhere in his/her field and has gained certificates/endorsements through GCC funding within the 2 year period previous to his/her last day of employment at GCC will have a payback obligation to the college as follows:

1. If the certificates/endorsements were obtained within one (1) year previous to departure the payback will be 100% of the funding provided by GCC.
2. Otherwise the payback will be 50% of the funding provided by GCC.

Time will be measured from the last day of the training/class for which the Certificate/endorsement was awarded.

**This agreement must be attached to the application for professional development funds and signed by the applicant as a condition of funding.**

**Following are conditions protecting the employee and governing all returned funds.**

- A. If member wishes to challenge the payback, the member has ten (10) working days after notification to turn in a written appeal. Within five (5) working days, the president will convene a four (4) member committee to review the appeal. The committee shall be composed of 2 faculty members selected by the Unit Chairperson, 2 administrators and a fifth member chosen by the committee. This committee will give its findings and decision, in writing, to the president within ten (10) working days . The decision of the committee will be final.
- B. All returned funds shall go into the faculty Professional Development Fund as moneys above the BOT appropriation and used, if possible, for training similar to that for which the initial appropriation was made. Returned funds will be available over a two year period in which to accomplish said training. If similar training requests are not initiated within 18 months of the "payback", the funds may be used for other training purposes following the PDRC guidelines for distribution.
- C. In each case the time count is completed in full month increments and starts from the first working day after the training has been completed. i.e. if the training ends on July 15 and school starts on August 15, the time count starts August 15.

## APPENDIX F

**GUAM COMMUNITY COLLEGE**

**RECEIVED BY:** [Click here to enter text.](#)

**REQUEST FOR CERTIFICATE OF ELIGIBILITY**

**DATE:** [Click here to enter a date.](#)

**TO:** Human Resources Administrator

**FROM:** [Click here to enter text.](#)

I hereby request a Certificate of Eligibility for the following:

☐ 1. Advancement In Rank; specify rank:

[Click here to enter text.](#)

☐ 2. Sabbatical Leave

☐ 3. Other, please specify purpose.

[Click here to enter text.](#)

Faculty Member's Signature

[Click here to enter a date.](#)

Date (Month\Day\Year)

## APPENDIX G

## APPENDIX G

### RANGE OF PENALTIES FOR STATED OFFENSES

(Reprimands – Suspensions – Dismissals)

\* In as much as a reprimand is not an adverse action under these rules, a management official need not apply the Adverse Action Procedures. The penalty of reprimand is included in the schedule to institute progressive disciplinary action against an employee or group of employees. Reprimands shall not remain in an employee's personnel file for more than one year.

NATURE OF OFFENSE	1 <sup>ST</sup> Offense		2 <sup>nd</sup> Offense		3 <sup>rd</sup> Offense	
	Min	Max	Min	Max	Min	Max
A. Unauthorized absence.	Reprimand	Suspension	Suspension	Dismissal	Suspension	Dismissal
B. Falsifying attendance record for oneself or another employee.	Reprimand	Suspension	Suspension	Suspension	Suspension	Dismissal
C. Leaving job to which assigned at any time during working hours without proper permission.	Reprimand	Suspension	Suspension	Suspension	Suspension	Dismissal
D. Unexcused or unauthorized absence on one or more scheduled days of work or assigned overtime.	Reprimand	Suspension	Suspension	Suspension	Suspension	Dismissal
E. Unexcused tardiness.	Reprimand	Suspension	Reprimand	Suspension	Suspension	Dismissal
F. Actual or attempted theft of Government property or the property of others.	Reprimand	Dismissal	Suspension	Dismissal	Suspension	Dismissal

#### CONDUCT

- |                                                                                                                                                                                         |            |            |            |           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|------------|-----------|
| A. Criminal, dishonest, infamous or notoriously disgraceful conduct adversely affecting the employee/employer relationship (on duty or off duty)                                        | Suspension | Suspension | Suspension | Dismissal |
| B. Disobedience to constituted authorities, or deliberate refusal to carry out any proper order from an supervisor having responsibility for the work of the employee; insubordination. | Suspension | Suspension | Suspension | Dismissal |

NATURE OF OFFENSE	1 <sup>ST</sup> Offense		2 <sup>ND</sup> Offense		3 <sup>RD</sup> Offense	
	Min	Max	Min	Max	Min	Max
C. Disorderly conduct; fighting threatening or attempting to inflict bodily injury to another; engaging in dangerous horseplay, or resisting competent authority.	Reprimand	Dismissal	Suspension	Dismissal	Suspension	Dismissal
D. Disrespectful conduct; use of insulting, abusive, or obscene language to or about other personnel.	Reprimand	Dismissal	Suspension	Dismissal	Suspension	Dismissal
E. Falsification, misstatement, or concealment or material fact in connection with any official proceedings.	Reprimand	Dismissal	Suspension	Dismissal	Suspension	Dismissal
F. False testimony or refusal to testify in an inquiry, investigation or other official proceedings.	Reprimand	Suspension	Suspension	Dismissal	Suspension	Dismissal
G. Knowingly making false or malicious statements with the intent to harm or destroy the reputation of authority, or official standing of individuals or organizations.	Reprimand	Dismissal	Suspension	Dismissal	Suspension	Dismissal
H. Gambling or unlawful betting during working hours.	Reprimand	Dismissal	Suspension	Dismissal	Suspension	Dismissal
I. Promotion of gambling on Government premises.	Reprimand	Dismissal	Suspension	Dismissal	Suspension	Dismissal
J. Willful damage to Government property or the property of others.	Reprimand	Dismissal	Suspension	Dismissal	Suspension	Dismissal
K. Engaging in prohibited acts covered in Section 9102 of 4 Guam Code Annotated.	Suspension	Dismissal		Dismissal		
(Penalty shall be imposed pursuant to Section 9103 4 GCA)						

#### **DISCRIMINATION**

- A. Discriminating against an employee or applicant because of race, color, religion, sex, national origin, age, handicapped, creed, political affiliation or marital status or other prohibited discriminatory practices.

Reprimand	Dismissal	Suspension	Dismissal	Suspension	Dismissal
-----------	-----------	------------	-----------	------------	-----------

## NATURE OF OFFENSE

### INTOXICANTS

	1 <sup>ST</sup> Offense		2 <sup>ND</sup> Offense		3 <sup>RD</sup> Offense	
	Min	Max	Min	Max	Min	Max
A. Reporting for duty or being on duty under the influence of intoxicants, unauthorized possession of or attempting to bring intoxicants on Government premises.	Reprimand	Dismissal	Suspension	Dismissal	Suspension	Dismissal
B. Reporting for duty while under the influence of a narcotic or dangerous drug, or use of same on Government property or on duty.	Reprimand	Dismissal	Suspension	Dismissal	Suspension	Dismissal
C. Unauthorized sale or transfer of narcotic or dangerous drug on Government property or during duty hours.	Reprimand	Dismissal	Suspension	Dismissal	Suspension	Dismissal

### PERFORMANCE

A. Careless workmanship resulting in spoilage or waste of materials or delay in production.	Reprimand	Suspension	Suspension	Dismissal	Suspension	Dismissal
B. Covering up or attempting to conceal defective work; removing or destroying same without permission	Reprimand	Suspension	Suspension	Dismissal	Suspension	Dismissal
C. Failure or delay in carrying out orders, work assignments; or instructions or superiors.	Reprimand	Suspension	Suspension	Dismissal	Suspension	Dismissal
D. Loafing, wasting time, or inattention to duty.	Reprimand	Suspension	Suspension	Dismissal	Suspension	Dismissal
E. Sleeping on duty where life or property is endangered.	Reprimand	Dismissal	Suspension	Dismissal	Suspension	Dismissal
F. Unauthorized use or possession of, loss of or damage to Government property or the property of others.	Reprimand	Suspension	Suspension	Dismissal	Suspension	Dismissal



NATURE OF OFFENSE	1 <sup>ST</sup> Offense		2 <sup>ND</sup> Offense		3 <sup>RD</sup> Offense	
	Min	Max	Min	Max	Min	Max
<b><u>SAFETY</u></b>						
A. Failure to observe precautions for personal safety posted rules, signs, written or oral safety instructions, or to use protective clothing or equipment.	Reprimand	Suspension	Suspension	Dismissal	Suspension	Dismissal
B. Violation of safety regulations which endangers life or property.	Reprimand	Suspension	Suspension	Dismissal	Suspension	Dismissal
C. Endangering the safety of or causing injury to personnel through carelessness.	Reprimand	Suspension	Suspension	Dismissal	Suspension	Dismissal
D. Failure to observe no smoking regulations or carrying matches in restricted areas.	Reprimand	Suspension	Suspension	Dismissal	Suspension	Dismissal
E. Violating traffic regulations, reckless driving on Government premises, or improper operation of government motor vehicles.	Reprimand	Dismissal	Suspension	Dismissal	Suspension	Dismissal

## APPENDIX H

# MEMORANDUM

May 24, 2010

TO: Gina Y. Ramos  
Chair, Board of Trustees

VIA: Dr. Mary A. Y. Okada  
President

FROM: Dr. R. Ray D. Somera  
Vice President for Academic Affairs  
Chief Negotiator, Management Team

SUBJECT: Perusal and review of negotiated agreement

---

Per Barry Mead's memo attached to this document, the dues-paying members of the Guam Community College Faculty Union voted overwhelmingly to ratify the new agreement on May 19, 2010. Ninety percent (90%) of the faculty voted in favor of it.

I am respectfully transmitting this draft copy of the BOT/GFT Union Agreement, 2010-2016<sup>1</sup> to each member of the Board for perusal and review. The Board's legal counsel will also receive a copy to ensure that the document is in good legal standing. Since Trustee Deborah Belanger was a member of the management's negotiating team, she will be an excellent resource to identify the areas of concern raised during the negotiations.

Since the implementation date of the new agreement is at the beginning of Fall 2010 semester, I look forward to your final approval of the agreement soonest. Please include it in the Board agenda for next month's meeting.

Thank you for your prompt action.

---

<sup>1</sup> The appendices are not yet included in this copy.



**Guam Community College Faculty  
Union  
Guam Federation of Teachers**

**Barry L. Mead**  
Chair


**Karen M. S. Sablan**  
Vice-Chair

**Juanita M. Tenorio**  
Recorder

**MEMORANDUM**

**Date:** May 20, 2010

**To:** Dr. Rene Ray D. Somera  
Vice President of Academic Affairs  
BOT Chief Negotiator

**From:** Barry L. Mead, CFBE, CHE   
Assistant Professor  
Chair  
Guam Community College Faculty Union

**CC:** Matt Rector  
President  
Guam Federation of Teachers

**Subject: Ratification of Agreement**

A meeting of the Dues Paying Members of the Guam Community College Faculty Union was held on May 19, 2010. At which a vote was taken to Ratify the recently negotiated agreement between the Board of Trustees and the Guam Federation of Teachers.

I am pleased to announce that the results of that vote were over whelming in favor of the new agreement, with 90% of the faculty voting in favor of the "new" agreement.

 **RECEIVED MAY 24 2010**

**GUAM COMMUNITY COLLEGE  
Board of Trustees**

**RELATIVE TO ACKNOWLEDGING  
THE NEW FACULTY UNION LOCAL 6476**

**WHEREAS**, on August 2, 2010 the Board of Trustees of the Guam Community College and the Guam Federation of Teachers (GFT) Local 1581 of the American Federation of teachers (AFT), AFL-CIO, entered into a negotiated agreement governing the bargaining unit composed of non-supervisory, full time employees know as Faculty; and

**WHEREAS**, on August 24, 2010 the GFT Executive Council passed resolution 1-2010 absolving their right to representation rights of the GFT/GCC faculty Union; and

**WHEREAS**, the American Federation of Teachers awarded Local #6476 to the GCC Faculty Union.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Trustees hereby acknowledges the new GCC Faculty Union, Local 6476 to be the successor to the representation rights of the GFT/GCC Faculty Union, GFT Local 1581; and

**BE IT FURTHER RESOLVED**, that the Negotiated Agreement of August 2, 2010 by and between the Board of Trustees of GCC and the GFT/GCC Faculty Union, GFT Local 1581 be amended through signature Sheet to include the newly formed GCC Faculty Union, Local 6476, with the appropriate signatories; and

**BE IT FURTHER RESOLVED**, that all references to the "GFT local 1581" in the Negotiated Agreement shall be superseded by the newly formed "Faculty Union Local 6476."

**Adopted: November 3, 2010  
Resolution 3-2011**

GOVERNMENT OF GUAM

Department of Revenue and Taxation

File No.: D - 16628

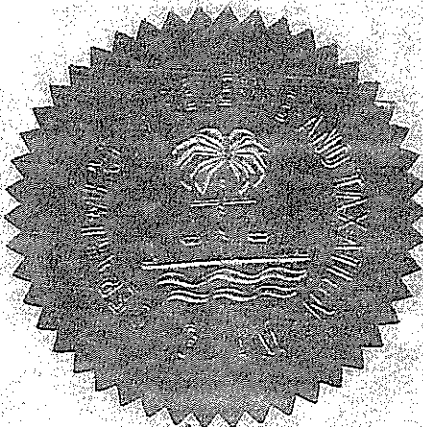
# Incorporation Certificate

*This is to certify that the Articles of Incorporation of*

GUAM COMMUNITY COLLEGE FACULTY UNION, INC.  
LOCAL 6476 AMERICAN FEDERATION OF TEACHERS

have been duly filed and entered in accordance with the law under §281702(1), Title 18 GCA in the Records of Articles of Incorporation in the Department of Revenue and Taxation Government of Guam.

Approved and authorized to incorporate effective 10:00 am, Guam Pacific Time October, 04, 2010, the persons signing said Articles of Incorporation and their associates and successors shall constitute in body politic and corporate under the name: Guam Community College Faculty Union, Inc. Local 6476 American for the term in said Articles of Incorporation to be 50 Years, unless sooner legally dissolved. Federation of Teachers



In Witness Whereof, I have hereunto subscribed my hand officially and have hereon impressed my seal of office at the City of Hagatna, Guam U.S.A. on this 4th day of October 2010.

*Artemio B. Ilagan*  
ARTEMIO B. ILAGAN

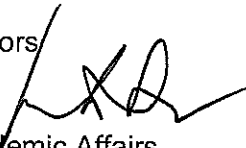
Director of Revenue and Taxation

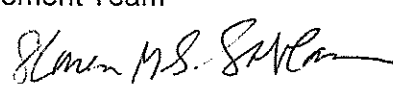
## APPENDIX I

## MEMORANDUM

Date: October 20, 2011

To: All Faculty and Evaluators

From: Dr. R. Ray D. Somera   
Vice President for Academic Affairs  
Chief Negotiator, Management Team

Dr. Karen M.S. Sablan   
President for GCC Faculty Union  
Chief Negotiator for the Faculty Bargaining Unit

Subject: Clarification of Appendix A-2a, Section 5: Institutional Involvement and  
Appendix A-2c, Section: Non-instructional Responsibilities

The following recommendations for clarification of the aforementioned appendices, located in the Agreement between The Guam Community College Faculty Union Local 6476 AFT/AFL-CIO & The Board of Trustees Guam Community College for Faculty 2010-2016, from the Faculty Evaluation/Job Specifications Committee are acknowledged and accepted to be effective for this AY2011-2012 evaluation. Additionally, this memorandum serves as the official agreement to clarify the following:

1. Appendix A-2a, Section 5: Institutional Involvement

For all rubric elements under Satisfactory, Strong, Stellar, and Superb related to serving on one (1) or more institutional committees; the word "serves" will be evaluated based on the following evidence: a) the committee's goals for the academic year submitted to the Faculty Senate, b) any relevant evidence that identifies the faculty member's involvement and contributions to meeting the committee goals that must be provided by each faculty committee member in the evaluation binder, and c) a copy of the committee's attendance roster/sheet.

2. Appendix A-2c, Section : Non-instructional Responsibilities

The following is deleted from the aforementioned Non-Instructional Faculty Rubric under the Satisfactory column: "+Attention to program professional standards, participant learning outcomes, goals."



## APPENDIX J

## MEMORANDUM

To: Gina Y. Ramos  
Chair, Board of Trustees

Via: Dr. Mary A.Y. Okada  
President

From: Dr. R. Ray D.Somera  
Vice President for Academic Affairs  
Chief Negotiator for Management

Dr. Karen M.S. Sablan  
President, GCC Faculty Union  
Chief Negotiator for the faculty

Subject: Revision to Article VI – Departments  
New - Appendix J, Nursing and Allied Health Administrator

Date: June 7, 2012

### Statement of Facts:

The Agreement between GCC Faculty Union and the BOT, Article VI – Departments D. Organization states the following:

*The parties agree that it may be necessary to hire faculty or administrators to be twelve (12) month Department Chairpersons. To facilitate this possibility, the Board of Trustees and Union agree to begin the dialogue that will provide the information necessary to determine its feasibility, transition processes, and possible implementation.*



The Guam Board of Nurse Examiners has stipulated that in order to grant full approval for the Practical Nursing Program, GCC must provide a position description for the director of nursing to include the supervision (i.e. evaluation) of faculty and management of the program (Reference Public Law 29-71, Administrative Rules and Regulations for the Guam Board of Nurse Examiners).

In consideration of the above statement of facts, the Chief Negotiators agree to the following:

1. The Department Chairperson for the Allied Health Department shall be an Academic Administrator position (ref: Agreement, Article VI, C and D).
2. The new Academic Administrator position shall be titled **“Nursing and Allied Health Administrator”**. The job description shall be added as Appendix J to Agreement.

3. Agreement, Article X, Performance Evaluation – the definition for evaluator shall be amended to read:  
*Evaluator: For the purpose of this article, evaluator is defined as Dean or Associate Dean. For the Nursing and Allied Health Programs, the evaluator is defined as the Nursing and Allied Health Administrator.*
4. The Chief Negotiators agree to review this memorandum after one (1) year to determine the viability, feasibility, and sustainability of the Nursing and Allied Health programs.

Thank you for your valuable support of this request.

  
\_\_\_\_\_  
**R. Ray D. Somera, Ph.D.**  
**Vice President for Academic Affairs**  
\_\_\_\_\_  
**Karen M.S. Sablan, Ed.D.**  
**President, GCC Faculty Union**

## **Nursing and Allied Health Administrator**

### **NATURE OF WORK:**

The position of Nursing and Allied Health Administrator is a full-time academic administrator. The Nursing and Allied Health Administrator shall serve as the Director of Nursing and Department Chairperson for the Nursing and Allied Health programs. Primary responsibilities include planning, organizing, implementing, and evaluating the nursing and allied health programs. The Nursing and Allied Health Administrator shall work closely with the respective dean in curriculum, budgetary and personnel matters. Work is performed in accordance with established Board policies, laws, rules and regulations.

**ILLUSTRATIVE EXAMPLES OF WORK:** *(These examples may not include all the duties which may be assigned; and any one position may not include all the duties listed.)*

Serves as the Director of Nursing:

- Ensures compliance with the Administrative Rules and Regulations for the Guam Board of Nurse Examiners as it pertains to the College's Nursing program.

Serves as the Department Chairperson for the Nursing and Allied Health programs:

- Shall carry out the duties and responsibilities of Department Chairperson as defined in the Agreement between GCC Faculty Union and the BOT, Article VI.

Personnel

- In concert with divisional dean, evaluate faculty and staff in the Nursing and Allied Health programs.

Performs other related duties as required.

### **MINIMUM KNOWLEDGE, SKILLS AND ABILITIES:**

Knowledge of the principles and practices of nursing and allied health professions.

Knowledge of the institutional missions, goals and objectives of the College and their relationship to the nursing and allied health programs.

Ability to work effectively with a wide variety of people, both individually and in groups.

Ability to speak and write clearly, concisely, and effectively.

Ability to comprehend and analyze detailed written matter.

Ability to assess, organize and plan effectively.

Ability to prioritize work, establishes realistic timelines, and meets deadlines.

Ability to exercise independent judgment based on a thorough comprehension of pertinent rules and regulations.

Ability to supervise work and training of nursing and allied health personnel.

Ability to work effectively under pressure.

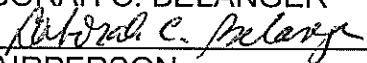
**MINIMUM EXPERIENCE AND TRAINING:**

- A. A current, active and unencumbered registered nurse license on Guam; and
- B. Must possess both a Bachelors' degree in nursing and a Master's degree in nursing; and
- C. Educational preparation and at least two (2) years of experience in teaching and learning principles for adult education, including curriculum development and administration, and at least four (4) years of clinical experience; and
- D. Current knowledge of nursing practice; plus
- E. The minimum requirement identified in the GCC's Faculty Job Specifications.

**TERMS AND CONDITIONS**

A faculty member appointed to this position shall move from the faculty classification to an academic administrator classification for the period of appointment. Upon completion of appointment, the faculty member shall return to the faculty classification and shall retain all rights and privileges afford to faculty.

Ratified: JUN 13 2012

DEBORAH C. BELANGER  
  
CHAIRPERSON  
BOARD OF TRUSTEES

## APPENDIX K

## MEMORANDUM

To: Deborah C. Belanger  
Chair, Board of Trustees

Via: Dr. Mary A.Y. Okada  
President

From: Dr. R. Ray D. Somera  
Vice President for Academic Affairs  
Chief Negotiator for Management

Dr. Karen M.S. Sablan  
President, GCC Faculty Union  
Chief Negotiator for the Faculty

Subject: Clarifying memorandum on request to restructure participatory governance committee memberships (Article VII)

Date: November 26, 2012

CC: College Governing Council, Chair and co-chair  
Resources, Planning & Facilities Committee, Chair & co-chair

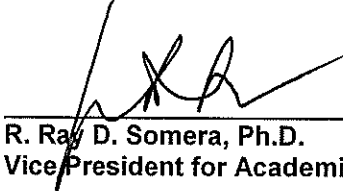
This memorandum is for information purposes only, hence, no action is required.

On November 14 and 21 respectively, both Chief Negotiators for the Board-Faculty Union Agreement, 2010-2016 received separate requests from the Resources Planning and Facilities (RPF) Committee and the College Governing Council (CGC) to restructure committee memberships to reflect the changes in participatory governance processes at the college. The creation of a new Staff Senate was the impetus for this request.

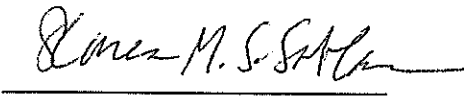
As a result of our meeting to discuss such requests, we decided to take the following steps:

1. Issue a clarification regarding the intent of Article VII – Participatory Governance, as stated in the Agreement, specifically, Article VII. D.1.d.(1).iii, pages 24-26 (as it relates to RPF) and Article VII.C, page 24 (as it relates to CGC). Both negotiators agree that the purpose of “broad participation” (the exact verbiage used in the Article) is to provide wide-ranging opportunities for all key players on campus (i.e., faculty, staff, administrators, and students) to contribute to the process of institutional decision-making. This must be consistent however with the Accrediting Commission for Community and Junior Colleges (ACCJC) standard on Leadership and Governance (Standard IV) which states that these key players “exercise a substantial voice in institutional policies, planning, and budget ***that relate to their areas of responsibility and expertise*** (Standard IV A.2.a; our emphasis). The committee memberships specified in the current Agreement is a **recognition of this broad participation** (again, our emphasis), and hence, should not require changes in the contract. The negotiators therefore suggest that such restructuring of committee composition should be written and documented as part of the committee by-laws. Implementation of these changes should be in effect once the by-laws are ratified by members of the respective committees.

2. Address the committee requests through this memorandum of clarification. This memorandum will be added to the Board-Faculty Union Agreement, 2010-2016 as Appendix K.
3. Inform the Board (through this memo) of upcoming changes in the participatory governance structure of the college as a result of the revision of committee by-laws.
4. Advise any committee or committees requesting for similar changes in the future to be guided by this memorandum of clarification.

  
R. Ray D. Somera, Ph.D.  
Vice President for Academic Affairs

Date: 11-26-2012

  
Karen M.S. Sablan, Ed.D.  
President, GCC Faculty Union

Date: 11-26-2012



## APPENDIX L

## MEMORANDUM

To: Deborah C. Belanger  
Chair, Board of Trustees

Via: Dr. Mary A.Y. Okada  
President

From: Dr. R. Ray D. Somera  
Vice President for Academic Affairs  
Chief Negotiator for Management

Dr. Karen M.S. Sablan  
President, GCC Faculty Union  
Chief Negotiator for the Faculty

Subject: Permanent full-time faculty members serving in a GCC BOT approved administrator limited term appointments

Date: November 26, 2012

CC: Faculty Promotions Committee, Chair

This memorandum is for information purposes only; no action is required.

The Faculty Promotions Committee seeks clarification if a faculty member who is serving in a limited term appointment as an academic administrator can apply and may qualify for advancement-in-rank. This memorandum serves as the official answer to the question being asked.

Articles of the Agreement between the GCC Faculty Union and the GCC Board of Trustees that apply to this question include the following:

**Article I – Recognition states in part...**

*... for all academic personnel in the service of the Guam Community College including Assistant Instruct, Instructor, Assistant Professor, Associate Professor, Professor, and all other positions not mentioned in the following exclusions: supervisor, managers, Human Resources office employees in other than clerical capacity, part-time, limited term or temporary employees.*

**Article XXII – Sole Agreement states in part ...**

*...during the life of this Agreement if any laws or executive orders, rules and regulations or policies of the Board, or directives of the College President are enacted/promulgated that are related to any provision of this Agreement and that are beneficial to the faculty, such regulations, policies, or directive shall prevail.*

**Statement of facts:**

Two (2) Academic Administrator positions have been created to allow permanent full-time faculty members the opportunity to serve on a limited term appointment in order to fulfill the College's need.

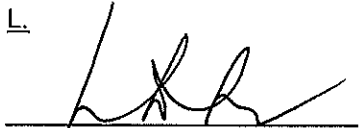
**Adjunct Associate Dean** job description was approved by the Board of Trustees on January 8, 1992. Permanent full-time faculty who serve in this position serve on a limited term appointment. Copy of job description attached.

**Allied Health & Nursing Administrator** job description was approved by the Board of Trustee on June 13, 2012. Permanent full-time faculty who serve in this position serve on a limited term appointment. Copy of job description attached.

The intent with both job descriptions is to allow **permanent full-time faculty** members the opportunity to serve in a **limited term appointment** as an administrator in order to fulfill the College's need. Furthermore, the intent is for a faculty member not to be penalized for accepting a limited term appointment. The job descriptions state that the faculty member shall retain all rights and privileges afforded to faculty.

In consideration of the above provisions and statement of facts, the Chief Negotiators agree to the intent of providing permanent full-time faculty members all rights and privileges as it pertains to faculty for advancement-in-rank (reference Article VIII – Advancement-In-Rank) while serving on a limited term appointment (i.e. Adjunct Associate Dean and Allied Health & Nursing Administrator).

This memorandum will be added to the Board-Faculty Union Agreement, 2010-2016, as Appendix L.

  
R. Ray D. Somera, Ph.D.  
Vice President for Academic Affairs

Date: 11-26-2012

  
Karen M.S. Sablan, Ed.D.  
President, GCC Faculty Union

Date: 11-26-2012