

1 COUNTER-PROPOSAL  
2 FROM THE ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT TO  
3 ANTELOPE VALLEY COLLEGE FEDERATION OF CLASSIFIED EMPLOYEES, LOCAL 4683  
4

5 March 24, 2026  
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7 This proposal from the Antelope Valley Community College District to the Antelope Valley Federation of  
8 Classified Employees is expressly made pursuant to the Educational Employment Relations Act and the  
9 Collective Bargaining Agreement between the parties. This proposal is intended to apply only to the article  
10 below. All other provisions of the Collective Bargaining Agreement shall be deemed to remain unchanged  
11 except as set forth below or as otherwise mutually agreed:  
12

13 ARTICLE XVI  
14 EVALUATION

15 16.0 Evaluation of Unit Members

- 16 1) The purpose of the program of evaluation is to rate and attempt to improve the competence  
17 of the staff (individual unit members). The program of evaluation shall apply to all unit  
18 members.
- 19 2) Evaluations shall be performed by the supervisor designated by the District in the unit  
20 member's job description, and shall only focus on the unit member's job performance.  
21 For purposes of evaluation, the "supervisor" designation shall be confirmed by PCT  
22 prior to the evaluation process.
- 23 3) Permanent unit members are evaluated on an annual basis, which appraisals are to be  
24 completed between ~~April 1~~ March 1 and May 31 of each year. Final markings and  
25 comments on the appraisal should be in ink or type written typewritten electronically  
26 recorded. Additional pages may be used if more space is needed for narrative comments.  
27 The evaluation is to be completed by the immediate immediate supervisor designated  
28 in Article 16.0.2 (or designee) and given issued to the employee on or before May 31,  
29 and discussed in a private interview with the employee on or before May 31, unless  
30 extended due to an unavoidable absence experienced by either the supervisor or  
31 evaluatee. An extension shall enable the evaluation and private interview to be  
32 completed, but shall not exceed the number of days of absence occurring before  
33 the stated deadline. after providing the employee a reasonable opportunity to review  
34 and seek advice from the Federation. If there is no immediate supervisor available  
35 to conduct the evaluation, it will be done during the next possible evaluation cycle,  
36 as soon thereafter as circumstances allow. Any changes in the evaluation which may  
37 be made during the interview should be initialed by the employee to acknowledge receipt  
38 of the changes on a copy of the revised evaluation\*\*\*. All attachments ~~must~~should  
39 be signed and dated by the employee and supervisor to acknowledge inclusion of the  
40 attachments., but may be signed by the supervisor only if the employee refuses to  
41 sign.  
42 [Note: \*\*\*There are differences in how the revised evaluation is completed, when  
43 changes are implemented during the interview – some minor changes may be  
44 included and finalized with the shorthand/signature intact, but in most cases the  
45 more substantial changes will be incorporated into the next/final draft, which would  
46 not show signatures obtained during the interview. Only the final draft is enclosed  
47 in the personnel file.]
- 48
- 49 4) Employees are to be evaluated ~~in conjunction with~~based on their job description's  
50 (except for any duties designated as "other duties as assigned" or duties described  
51 using any similar language), including but not limited to the "essential functions" or

**“essential duties” Essential Functions of their respective job description, typically indicated by an “(E)” after the listed duty on the job description. Always Employees are encouraged to read their Essential Functions of the employee’s job description prior to beginning this process. An employee’s job description will be made available to them online, upon request from their supervisor, or upon request to the Office of People, Culture, and Talent. [Note: Anticipated discussion; clarification needed in terms of timing when JD’s are in process of update.]**

### 16.1 **Derogatory Information**

Information or material of a derogatory or critical nature which has been received from others may not be **used or referenced in the evaluation unless (1) the employee has been provided an opportunity to respond and (2) the specific information or materials have used unless the specific issues specifically referenced in the evaluation unless the information has** been verified **through a fair and impartial review by to the satisfaction of by** the supervisor, in consultation with the Vice President of **People, Culture, and Talent, Human Resources**, and relates directly to the unit member’s employment.

### 16.2 **Signature and Response to Evaluation**

The unit member’s signature on the performance appraisal indicates only that the unit member has seen the report. The unit member may, within **ten twenty fifteen (1015) workingcalendar** days, respond in writing to an evaluation with which the unit member is not in agreement. This response shall be attached to the evaluation in question.

### 16.3 **Probationary Unit Members**

Probationary unit members are designated as permanent employees after serving a prescribed period of probation that shall not exceed six months or 130 days of paid service, whichever is longer.

Probationary unit members shall be evaluated by their immediate supervisor on the following timeline:

- 1) First probationary evaluation at the end of the 2<sup>nd</sup> month;
- 2) Final probationary evaluation shall occur prior to the end of the 6th month; and
- 3) If needed, a supervisor may evaluate a probationary employee prior to the end of the 5<sup>th</sup> month.

All probationary and promoted employees, within the first five (5) workdays shall be provided with the following:

- a. The name of the evaluating supervisor
- b. The organizational chart
- c. A copy of the assigned job description
- d. Performance expectations per the evaluation categories listed in 16.4.1.

The above schedule does not prevent dismissal of such unit member at any time.

A permanent employee who accepts a promotion is subject to a new probationary period in the new classification. If the permanent employee who accepted the promotion fails to complete the probationary period for that promotional classification, the unit member shall be employed in the classification from which the employee was promoted.

96 16.4 Evaluation Categories

97 1) Evaluation of the competence of unit members under this program shall include, ~~but~~  
98 ~~shall not be limited to~~, consideration of *knowledge of work, quality of work productivity,*  
99 *dependability, communication skills, initiative, interpersonal relations, professionalism and*  
100 *safety practices.* ~~In particular, the areas of communication skills, interpersonal~~  
101 ~~relations, and professionalism shall reflect a unit members ability to serve and meet~~  
102 ~~the needs of a diverse campus population in an equitable and inclusive manner.~~

103 2) ~~Evaluation of the competence of unit members under this program shall include~~  
104 ~~consideration of their ability to serve and meet the needs of a diverse campus~~  
105 ~~population in an equitable and inclusive manner, however this component of the~~  
106 ~~evaluation shall not be rated, used to justify any Development Plan, or influence or~~  
107 ~~be used to support any final evaluation determination however this component of~~  
108 ~~the evaluation shall not be rated, used to justify any Development Plan, or influence~~  
109 ~~or be used to support any final evaluation determination, however this component~~  
110 ~~of the evaluation shall not be used to support a less than Standard evaluation.~~

111 [Note: This continues to be a non-sequitur. Every component of the evaluation  
112 supports and informs the final determination. That is the purpose and structure of  
113 the evaluation. Just as knowledge of work, attendance, quality of work, etc., all  
114 inform the final determination. At minimum, Title 5 mandates that “staff members  
115 shall respect and acknowledge the diversity of students and colleagues.” (5 CCR  
116 53605.)]

117  
118 3) Each rating other than *Standard* (below or above) requires an explanation in the *Comments*  
119 box beside the category. Each rating below Standard must be *based on issues discussed*  
120 *with the employee prior to the evaluation*, supported by a statement of facts in the  
121 *Comments* box, and accompanied by a separate *Development Plan*. The Supervisor  
122 should include information on staff member’s overall performance highlighting (1) areas of  
123 strengths; (2) areas for further development; (3) areas for improvements; and (4) areas  
124 where unique or extraordinary factors contribute to the evaluation.

125 4) Subsequently, one or more conferences shall be held with the unit member to assist the  
126 unit member in correcting deficiencies previously noted. A record of such conferences shall  
127 be prepared by the evaluator for the personnel file on the unit member and a copy  
128 submitted to the unit member. A finding of full remediation concludes the conference  
129 process; however, a finding of remaining deficiencies may constitute the basis for  
130 discipline.

131 5) ~~The District and Federation agree that this article may be reopened during annual~~  
132 ~~negotiations without either party using one of its designated re-openers.~~

137 ANTELOPE VALLEY COLLEGE FEDERATION  
138 OF CLASSIFIED EMPLOYEES, LOCAL 4683

ANTELOPE VALLEY COLLEGE DISTRICT

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