

MEMORANDUM OF UNDERSTANDING

between

Allan Hancock Joint Community College District and

The Faculty Association of Allan Hancock College

College and Career Access Pathway (CCAP) Courses and Support Services

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

WHEREAS AB 288, enacted January 1, 2016, permitted community colleges to offer courses on high school campuses during the high school day or online, closed to outside audiences. These courses represent an important opportunity to increase educational opportunities for students in the community, create collaborative paths from high school to college, and promote student progress, retention, and success. These new markets may also serve to stabilize enrollment and support the growth of the colleges, all of which allow for increased opportunities for faculty members and stable fiscal practices to benefit employees of AHC;

WHEREAS SB 1244, effective January 1, 2025, allowed CCAP agreements to be established with a school district and community college partner outside of the primary community college district's service area, challenging AHC's ability to capitalize on partnerships within its local service area for CCAP enrollment growth and ensure our community is provided with the high standards of quality of instruction AHC upholds; and in March 2025 AHC administration and the AHC faculty were unable to reach mutual agreement of approved courses for CCAP offerings, resulting in AHC administrative approval notwithstanding the pedagogical concerns expressed by the AHC faculty;

WHEREAS Education Code section 76004 states that the CCAP partnership agreements shall certify that a qualified high school teacher teaching a course offered for college credit at a high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus; additionally, such agreements shall certify that both the school district and community college district partners comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching CCAP partnership courses offered for high school credit;

WHEREAS the District and the Faculty Association recognize the value of CCAP courses in providing instruction to an increased number of students in our service area, contributing to fiscal stability of the college, and providing equitable access to courses at AHC for our diverse community members;

WHEREAS the faculty of AHC have expressed concerns to the Academic Senate that all CCAP courses offered by the college (1) maintain the quality and rigor required to meet accreditation standards, follow the Course Outline of Record, and effectively prepare students for more advanced studies/courses and career preparation, (2) not result in the displacement of the fulltime faculty of AHC, and (3) not adversely affect access to or create enrollment displacement in the same CCAP-offered courses through the college's regular course schedule;

WHEREAS the parties agree that a high academic quality CCAP program is dependent upon AHC faculty involvement to effectively support local high school populations;

NOW, THEREFORE, in consideration of the mutual interests, conditions, and representations contained herein, we agree as follows:


1. The District agrees to include the Faculty Association in processes undertaken to develop procedures for CCAP course approvals, as they could have an impact on the working conditions of the AHC fulltime faculty.

2. The parties recognize that the instructor of record for CCAP courses may be an AHC faculty member or high school instructor. If an AHC full-time faculty member is the instructor of record of a CCAP course, they are compensated per the terms of the Faculty Association Collective Bargaining Agreement. A high school teacher teaching a CCAP course shall be compensated by their district per the terms of their employment.
3. In all cases in which a high school teacher is assigned as the instructor of record for a CCAP class, the high school teacher must submit a district application with supporting documentation including resume, academic transcripts, and diversity statement; must meet minimum qualifications or equivalency through the District's Professional Standards Committee process; and, unless the AHC department waives the need, participate in an interview with the AHC department chair and the AHC dean or AHC designee, which may include additional AHC faculty from the AHC discipline. The AHC dean, in consultation with the AHC department chair, approves the high school teacher assigned to teach a specific course(s).
4. The parties recognize that scheduling of CCAP classes may follow a different timeline from the typical classes scheduled at AHC, and that SB 1244 specifies certain working condition protections for high school teachers as well as community college faculty. Courses may be offered within or outside the high school bell schedule depending on a negotiated process between the district and the high school administration.
 - a. If a high school partner requests that a course be offered within the bell schedule, and that the instructor of record is their high school instructor who has undergone the process outlined in item #3 of this MOU, and the instructor is being paid by the high school as part of their contracted load for that high school, the dean is not required to follow the scheduling process per Article 16.2.2(a).
 - b. When a course is offered within the bell schedule and no high school teacher is assigned to teach the course, AHC faculty shall be offered to teach the course through the scheduling process per Article 16.2.2(a) and 16.2.2.4. However, no AHC full-time faculty member shall be required to teach a CCAP course to make their 1.0 load.
 - c. All courses offered outside the bell schedule shall follow the scheduling process per Article 16.2.2(a) and 16.2.2.4 before being offered to any other bargaining unit employee, including high school teachers approved through the process in item #3 of this MOU.
 - d. The district may offer CCAP courses outside the bell schedule per discipline faculty request.
5. If any CCAP course taught by a AHC full-time faculty member does not align with AHC spring recess, other pauses in the instructional calendar, or there are differing start and end dates requiring the AHC faculty to teach the CCAP course during AHC non-instructional day(s), the AHC faculty member shall be compensated per their daily rate for the additional workload.
6. All high school teachers assigned to teach CCAP courses will be required to complete a college onboarding process developed in consultation with the Academic Senate. Beginning with fall 2026 course offerings, all new high school CCAP teachers shall be assigned an AHC full-time faculty as a mentor during the semester prior to offering the CCAP course to prepare the high school teacher for the assignment, evaluate that all necessary resources to meet the course's Course Outline of Record requirements are available, and provide discipline-specific training for the high school teacher to effectively teach the course upholding AHC standards. This mentor from AHC will be selected by the AHC dean and AHC department chair from all interested AHC faculty and will be paid a \$500 stipend per Article 14.7 for this work. Additionally, by approval from the AHC dean, this mentor from AHC may continue mentoring the high school teacher for their first semester of teaching the CCAP course and receive an additional \$500 stipend. For CCAP courses offered outside the district's service area, remote mentorship options may be available per the request of the AHC dean and AHC department chair.
7. Each AHC department with courses identified as CCAP courses may request with their dean's recommendation to have a CCAP Department Coordinator who is compensated following the process per the Collective Bargaining Agreement – Article 18, and evaluated per the Collective Bargaining Agreement – Article 17.
8. If an AHC faculty member elects to evaluate an instructor/teacher assigned to a CCAP course as part of Article 18.10, they shall be compensated for mileage per Article 16.10. AHC faculty members who elect to complete evaluation of instructors/teachers assigned to CCAP course beyond their obligation per Article 18.10, shall be compensated per Article 14.7 for 2 hours per evaluation as well as mileage per Article 16.10.

9. AHC full-time instructors teaching CCAP courses shall be evaluated per the Collective Bargaining Agreement terms – Article 17. High school teachers teaching CCAP courses shall be evaluated using the part-time faculty evaluation tool until June 2026. Beginning fall 2026, all high school teachers teaching CCAP courses shall be evaluated using a process mutually developed between the district, the Faculty Association, and the Academic Senate, including procedures addressing unsatisfactory evaluations and “out of district” course offerings.
10. For fall 2025 and spring 2026, CCAP courses offered outside the district’s service area may be evaluated in a remote modality. If the district deems it necessary for evaluations to be completed in-person, the district will provide bargaining unit members with hotel accommodation, daily per diem, air travel and rental car reimbursement, and release from the faculty member’s service or instructional hours for the affected days.
11. All CCAP courses are required to adhere to the Course Outline of Record (content, hours, lab topics etc.).
12. Twice per academic year, the district shall provide the Faculty Association and Academic Senate with a list of all CCAP course assignments: (1) In December, all approved courses for the upcoming academic year, including which CCAP high school teachers will undergo evaluations in the upcoming year, and (2) In August, all offered courses for the past academic year including instructor of record, course prefix and number, and the CRN.
13. In March of each year, the district shall provide data to the Faculty Association and Academic Senate including (1) data to demonstrate bargaining unit members are not being displaced by CCAP course offerings; (2) data to demonstrate CCAP course offering are not adversely affecting access to these same courses offered through the regular course schedule; and (3) data to demonstrate that CCAP courses are not displacing enrollment of college adult students. The parties agree that, shall the data suggest any such adverse effects, it will meet with the Faculty Association and Academic Senate to review findings and implement adjustments to address any harm.
14. Beginning fall 2026, all CCAP courses shall not exceed course enrollment maximums (CEMs) per the Academic Senate standards.
15. All CCAP high school teachers shall not exceed a total teaching/instructional load of 1.47 including CCAP courses. Exceptions may be approved by the AHC Associate Superintendent/Vice President, Academic Affairs on a case-by-case basis.
16. Beginning fall 2025, the district shall establish a CCAP task force in partnership with the Academic Senate, including appointed representatives from the Faculty Association, to address workload impacts upon student and academic support services and develop processes and positions to serve CCAP students, minimize the workload impact on district faculty, and protect access to these services for adult students. The district shall support the recommendations of the task force.
17. Beginning spring 2026, CCAP Partnership Agreements with high school districts shall be developed in consultation with the Academic Senate and Faculty Association and must comply with this MOU and Collective Bargaining Agreements. Any CCAP course offerings and partnerships for which the Faculty Association identifies as affecting the working conditions or cause a displacement of a bargaining unit member shall be subject to negotiations. The district agrees to uphold Education Code Section 76004, specifically sections (k)(1) and (2), (i), and (v).

This agreement shall be in effect until June 30, 2028, with the option to mutually agree to reopen the MOU annually in June for updates/revisions, or until incorporated into the Collective Bargaining Agreement. If the parties fail to reach agreement on an extension or revision or incorporation into the Collective Bargaining Agreement, this agreement shall remain in effect until both parties mutually agree to renegotiate this agreement.


For the Faculty Association


Daniel McNeil (Sep 16, 2025 12:20:37 PDT)
Dan McNeil
President

Sep 16, 2025

Date

For the District


Kevin Walthers (Sep 17, 2025 11:43:59 PDT)
Kevin G. Walthers
Superintendent/President

Sep 17, 2025

Date