

The following is a proposed clean up of contract language – these are not official tentative agreements. (8 pp.)

#### **ARTICLE IV -- GRIEVANCE PROCEDURES**

...

##### **Section 6. Grievances Related to the Tenure Process**

**A. In the event a Due Process complaint and a grievance pertaining to a faculty member's tenure process are filed, the time frames associated with the grievance process shall be temporarily suspended until the Due Process panel has investigated the complaint and made its recommendation(s).**

**B. Once the Due Process recommendations have been distributed, the faculty member has ten (10) working days from the postmark date on their certified mail copy to notify the district whether or not the faculty member wishes to move forward with the grievance. If no such notification is made, the grievance is considered withdrawn. If such a notification is made, the recommendations of the Due Process panel shall supersede any proposed resolutions from Level I or Level II of the grievance process when the Due Process panel was initiated by the tenure candidate. If such a notification is made when the Due Process panel was initiated by someone other than the tenure candidate, the time frames associated with the existing grievance will restart.**

##### **Section 7. Released Time**

Grievance meetings shall be scheduled by the District at mutually convenient times and places. Normally such meetings shall be scheduled so that they shall not conflict with instructional and professional duties. However, when grievance meetings are scheduled so as to conflict with such duties, reasonable released time without loss of salary shall be provided to the grievant and her/his authorized Guild representative, if any, and to bargaining unit members while testifying at arbitration hearings. This constitutes reasonable periods of released time within the meaning of Government Code 3543.1(c).

##### **Section 8. Grievance Files**

The above-described grievance documents shall be maintained in a grievance file separate from the personnel files of the participants. Personnel files shall not refer to grievance documents except as necessary to implement an action resulting from the grievance procedure.

## Article IX -- Evaluation Procedures

### F. Due Process Complaints:

1. **The Due Process Panel shall exist to act as a hearing body in the event that a tenure candidate, Tenure Review Committee member, or other staff member alleges that a due process complaint should be filed. A complaint may be so filed if it alleges that:**
  - a. **A tenure candidate is being subjected to biased treatment during the tenure review process; or**
  - b. **The established Board policy, guidelines, and/or time lines are not being adhered to.**

**The purpose of the Due Process Panel is to ensure that the tenure process is fair and equitable. The recommendations of the Due Process Panel shall be focused on remedying bias and/or violations of policy, procedures, and timelines. The Due Process Panel shall not decide whether tenure will be granted.**

**The Due Process Panel may make recommendations in the following areas:**

- a. **changes to the members of the Tenure Review Committee, including the addition of a fourth member according to the provisions of Section 7, A, 3;**
- b. **adjustments to the schedule or timeline of the tenure process that fall within the constraints of California Education Code;**
- c. **other recommendations related to the tenure process.**

**The scope of the Due Process Panel's recommendations must be limited to the tenure process for the specified tenure candidate and must not contradict the collective bargaining agreement.**

- ✚ 2. **During the Fall Semester of each academic year, the Guild, the Academic Senate, and College Administration shall each appoint two (2) persons to a Tenure Review Due Process Pool for the following academic year. Human Resources shall solicit appointments from the three groups for their respective representatives at the start of the academic year. The pool shall then elect its chair.**

**All members of the Due Process Pool shall be provided with training specific to due process procedures. Training shall be coordinated jointly by the Guild, the Academic Senate, and Human Resources.**

- ✚ 3. **In the event of a Due Process Complaint, a Due Process Panel shall be appointed by the chair of the Due Process Pool. This panel shall consist of one representative each from the Guild, Academic Senate, and the College Administration, which shall be appointed by the chair of the Due Process Pool to serve as a hearing body. ~~The Due Process Panel shall not be responsible for the substantive issues involving recommendation to grant or deny tenure.~~**

- ✚ 4. **The party filing the complaint shall provide a written statement specifying the charges of the alleged bias or procedural violation. The complaints shall be filed in written form and submitted to the Administrative Dean of Human Resources who shall forward the complaint and any additional relevant documentation to the due process pool chair, the appropriate Vice President, the Guild President, the Senate President, and the tenure candidate's Division Chair. All requests for additional information by the panel must be submitted in writing to the Administrative Dean of Human Resources who shall respond as appropriate.**
  - a. **If the Administrative Dean of Human Resources is part of the complaint, the complaint shall be filed directly with the pool chair who shall then notify the appropriate Vice President, the Guild President, the Senate President, the Administrative Dean of Human Resources, and the tenure candidate's Division Chair.**
  - b. **Due process complaints shall be filed before the end of the semester in which the evaluation is scheduled to be completed. If an untimely complaint is raised, the person filing**

the complaint must demonstrate why he or she could not have reported the alleged violation in a timely manner. The panel shall then make the decision concerning this matter.

~~A.~~ **5.** The college Due Process Pool chair shall direct the three-member Due Process Panel as specified in Section 7-F-3 to act on the complaint. The Due Process Panel shall examine the complaint(s), meet with members of the Tenure Review Committee and other persons deemed necessary, and shall confer with the respective tenure candidate. The Due Process Panel shall not be required to conduct a "trial-type" evidentiary hearing.

All discussions and deliberations shall be held in strict confidence. Information in writing or otherwise regarding an issue brought before the Due Process Panel shall not be shared with anyone unless they are directly involved in the process. Decisions to include others on a need-to-know basis shall be made by the panel. No unsigned materials shall be considered. Any person against whom allegations are made within the due process procedure has a right to examine the allegations and respond accordingly.

~~A.~~ **6. Except by agreement of the Tenure Candidate, the Guild President, and the Senate President,** the Due Process Panel shall, within ten working days following the filing of a complaint as specified in Section 7-F-4, render its findings and recommendations in a written report to the appropriate Vice President, the Administrative Dean of Human Resources, **the Guild President, the Senate President,** the Division Chair and the Chair of the Tenure Committee. **In addition, copies shall be sent by certified mail to the tenure candidate and the original party filing the complaint.**

a. **Any of the recipients listed above may request a review of the report, to be done by those members of the Due Process Pool not part of the original Due Process Panel. Within 10 working days of this request, the result of the review shall be issued, either accepting the original report or directing the original Due Process Panel to reconsider their report. If directed to reconsider their report, the Due Process Panel shall issue a final report within 10 working day.**

a. b. If the report unanimously finds the complaint to be valid, the appropriate Vice President shall, in a timely manner, direct the implementation of the recommendations contained in the report. **In the event of a recommendation by the Due Process Panel that the peer evaluator/chair of the tenure committee be replaced, the Academic Senate shall make a new appointment to the tenure committee. If possible, the new peer evaluator/chair should be from the same discipline as the tenure candidate, but if there is no other tenured faculty member in the discipline or if the Due Process Panel finds extenuating circumstances which preclude faculty members in the same discipline from serving as peer evaluator/chair, then the peer evaluator should be chosen from the same division. If the Due Process Panel finds extenuating circumstances, the panel shall send a written explanation of this finding to the Guild President and the Senate President. Similarly, the replacement of the administrator, if directed by the Due Process Panel, shall be the purview of the administration. The replacement of the Division Chair on the tenure committee shall take place in consultation between the Senate and the Guild. The names of the replacements shall be submitted to Human Resources within 15 working days.**

~~b.~~ c. **In the case of a termination recommendation by the Superintendent/President,,** the complaint(s) and the findings and recommendations of the panel shall be forwarded to the Board of Trustees by the Superintendent/ President at the time **of the recommendation for termination.** ~~the appropriate Vice President makes his/her recommendations regarding the continued employment of the candidate.~~ Copies of all recommendations shall be transmitted to the Administrative Dean of Human Resources prior to any Board action.

~~Q. 7.~~ Before presenting the evaluation report to the evaluatee, the Tenure Review Committee shall meet and prepare a "composite report" of the findings of the committee. This report along with any relevant documents shall be presented to the evaluatee no fewer than two working days prior to the Tenure Review Committee meeting. At that meeting, the tenure candidate shall sign the Composite Evaluation form and append a written response within one week. The Composite Evaluation, Three Year Plan, Self Evaluation and Response to Student Evaluation forms shall be forwarded to the Office of Human Resources. Copies of any other written material forwarded to the Office of Human Resources shall also be given to the tenure candidate. In the event of a negative evaluation ("needs to improve" or "unsatisfactory"), the evaluatee shall have the right to review individual evaluation reports supporting the decision.

~~P. G.~~ 1. A termination recommendation at the end of year one is by unanimous decision (3-0) only.

2. If a tenure candidate receives a "needs to improve" or "unsatisfactory" recommendation in year one, then a termination recommendation at the end of year two is by a vote of 3-1 or 4-0.

3. If a tenure candidate receives a "meets or exceeds expectations" in year one and is deemed by the committee chair to be at risk to receive a "recommendation for termination" in year two the committee chair shall notify in writing the tenure candidate, mentor, and Guild President that a fourth member will be added to the committee under the guidelines of this article. The committee chair shall convene a meeting at least six weeks prior to the end of the Fall semester with the tenure candidate, mentor, and all four committee members to discuss and implement an improvement plan. A "recommendation for termination" at the end of the second year shall only be possible provided the above time frame has been met and the efforts outlined in the improvement plan have been evaluated. The vote for such recommendation must be either 3-1 or 4-0. If a "recommendation for termination" is made, then a March 15<sup>th</sup> notice may be issued by the District, but shall be rescinded prior to the end of the Spring semester should the committee determine that significant improvement has occurred. The committee vote for "significant improvement has not occurred and the recommendation for termination stands" must be either 3-1 or 4-0.

4. There is no termination option at the end of year three. If a tenure candidate is recommended to continue at the end of year two, the next decision for the committee is the final recommendation at the end of year four.

~~Q. H.~~ A decision to grant tenure shall be based on a unanimous vote in a three-member committee and a minimum of a three to one vote in a four-member committee. Consideration shall be given to input from each tenure candidate's Division or Discipline prior to a decision being reached. The vote shall be in the discipline if there are three or more full-time, permanent faculty in the tenure candidate's discipline. The vote shall be by the division if there are fewer than three full-time, permanent faculty in the tenure candidate's discipline.

1. Before the Tenure Review Committee makes a final decision regarding either the termination or tenure of a tenure candidate, the Tenure Review Committee Chair shall request a "vote-of-confidence" from the Division or Discipline, as appropriate. In a meeting of only tenured, permanent faculty, discussion leading to a "vote-of-confidence or non confidence" shall be held. The Tenure Review Committee Chair shall conduct this meeting.
2. The results of this vote shall be forwarded to the Tenure Review Committee and shall be considered only as a recommendation; it shall in no way be binding on the Tenure Review Committee's final decision regarding tenure.
3. The written final composite evaluation by the Tenure Review Committee, written in summary form, shall be made available to the evaluatee.

- ~~R. I.~~ In the event that a tenure candidate resigns before the tenure review materials are submitted to the Board of Trustees, the only material to be placed in the faculty member's personnel file shall be the last completed composite evaluation.
- ~~S. J.~~ The Tenure Review Committee shall make its recommendation regarding the continued employment or tenure status of the tenure candidate to the appropriate Vice President and all materials involved in this recommendation, pursuant to this Article, shall be in writing. Only these written materials together with the appropriate Vice President's written recommendation shall be presented to the Superintendent/President and the Associate Vice President of Human Resources. If the Superintendent disagrees with the findings, a report shall be sent to the Tenure Review Committee supporting that position. The Superintendent/President shall forward the Tenure Review Committee's final recommendation along with his/her comments to the Board of Trustees for its action. The decision by the Board of Trustees is final and non-grievable except as defined in Education Code §§ 87607 to 87611.
- ~~T. K.~~ After the Board of Trustees has acted, only those materials presented to the Board shall be placed in the faculty member's personnel file. All other materials produced by the Tenure Review committee shall be given to the faculty member.

#### **Section 4. Winter and Summer Intersession Load Shift**

A. Instructional faculty will have the ability to shift up to two classes from their regular yearly work load into intersessions, but they may not shift more than one class from each semester. The ten basic pay warrants will remain unaffected by a shift of load. The number of office hours in the fall and spring will not change when load is shifted into intersessions and there will be no office hour obligation in intersessions.

B. Classes shifted into intersessions count towards the limit on an instructor's teaching

~~C. Each division must develop a rotation system for allotting faculty members a choice of shifting load into intersessions or accepting a class in intersessions at pro rata pay. If there is a dispute within the division, the final selection shall be made by the Vice President, Instructional Services and such final decision shall not be subject to the grievance procedure.~~

#### **Section 5. Selection of Staff for Short Sessions**

The District shall determine the short session curriculum. Also, the District retains discretion to determine whether any instructor is qualified to teach any particular course offering. An instructor who has developed an approved course for a short session program shall be given preference in teaching the initial offering of such course. Subject to the foregoing, the following preferences shall apply in the selection process:

##### **A. Instructional Faculty**

Priority shall be given to those faculty members who are employed by the District under contract during the regular academic year provided the faculty member has received at least two (2) "meets or exceeds" ratings in the most recently completed tenured faculty evaluation or an overall rating of "meets or exceeds" in the most recently completed probationary faculty evaluation. New contract faculty who have not received their first overall evaluation, shall be placed at the bottom of the contract faculty priority list. The faculty member shall have indicated her/his intent to teach during the short session prior to the second rollover for assignments. Within this group, if more than one qualified faculty member desires a particular course assignment, the division shall, assign courses according to the following priority system:

1. Contract faculty teaching a portion of their regular load during short sessions.
2. Contract faculty desiring to teach a course in exchange of pro-rata pay or load banking shall receive an assignment of at least three (3) units according to a least recency rotation system. That is, priority shall be given to those faculty members who have been without a short session assignment for the greatest amount of time in all divisions in which they teach. Division Chairs shall be responsible for maintaining a rotation list of short session assignments for all contract faculty within their division, and shall coordinate with other Division Chairs regarding the assignment of faculty who teach in multiple divisions. Furthermore, no contract faculty member shall be assigned another short session course within the same academic year unless all other qualified contract faculty desiring a course

shall have received a short session assignment as well.

Area expertise and currency in the field shall be given consideration in the assignment of short session courses.

If there is a dispute within the division or between divisions, the final selection shall be made by the Vice President, Instructional Services and such final decision shall not be subject to the grievance procedure.

#### B. Non-Instructional Faculty

Priority for student development courses or non-instructional assignments shall be given first to those full-time contract staff members assigned to the organizational unit requiring this service during the regular academic year; and then to any qualified full-time employee holding the necessary FSA according to the division's own internal rotation or distribution system.

If there is a dispute within the organizational unit or division, the final selection shall be made by the Vice President, Student Services, and the final decision shall not be subject to the grievance procedure.

#### C. Adjunct Faculty

Before adjunct personnel are hired from other sources, the District shall give consideration to qualified adjunct employees who taught courses at the College during the preceding academic year. (See Article VI-21D)

#### **Glossary:**

Teaching load: Weekly classroom hours required of instructional faculty. Varies by discipline.

Workload or Assignment: General term for weekly work hours required of faculty. ~~Currently 35 hours per week for all faculty.~~

Overload: Additional work hours beyond ~~a 100% teaching loads or assignemnts~~ **faculty member's assignment.**

>>>>>

#### **Article III, Section 11. Released Time:**

Released time shall be granted to Guild representatives for grievance resolutions as provided in Article IV. Released time equivalent to 2.2 FTE of an employee's basic assignment shall be granted to Guild representative(s) for the purpose of negotiations and other Guild business. Released time shall also be granted at 1.4 FTE to the Academic Senate. Scheduling shall be subject to reasonable District control to fit educational program needs and shall be arranged in advance with the appropriate administrator. If an adjunct employee is granted released time by the Guild, the District shall pay that employee at the conversion rate of 10% annual released time equal to three hours weekly each semester. Released time greater or less than 10% shall be proportionate.

~~A fund of \$50,000 has been established for additional Guild released time from 1.4 FTE to 2.2 FTE. This fund shall be augmented by Guild's proportional share of subsequent mandated cost reimbursements, for collective bargaining, received by the District for future years. This shall be implemented in 2007-2008.~~

It is agreed that compliance with this section shall be deemed to satisfy any statutory released time obligations of the District.

>>>>>

**Article III, Section 14. Agency Shop:**

A. The District and the Guild agree to continue the Agency Shop provision, ~~which took effect, July 1, 1995. This provision will remain in effect for the duration of this contract and become a regular provision of all future contracts unless or until Agency Shop is rescinded subject to a vote of rescission~~ by a PERB-certified election.

>>>>>

**Article VI, Section 4. Teaching Loads:**

The normal basic teaching load for a full-time instructor is fifteen (15) lecture hours per week plus five (5) office hours (60-minute hour); however, there are many variations which are deemed to meet the fifteen (15) lecture hour's standard load. The load value for online and hybrid courses shall be the same as for courses in traditional format. The faculty loading for each **subject discipline** shall be: [Also, change the column headers in the load chart from DISCIPLINE to SUBJECT]

>>>>>

**Article VIII, Section 22**

**Adjustment of Annual Step Increases on Salary Schedule**

The District shall create two separate annual cycles for advancement on the salary schedule. Those employees hired to begin employment in the fall semester shall be advanced at the beginning of the fall semester according to the step advancement schedule. Those employees hired to begin work in the spring semester shall be advanced to the appropriate step on the salary schedule at the beginning of the spring semester.

A faculty member who was hired to begin contract tenure track work in the fall semester cannot count any instructional or counseling work done in summer to qualify for placement into spring semester. ~~The District will make this agreement retroactive for hires made for the spring 1998 and spring 1999 semester.~~