

**Tentative Agreement**  
by and between the  
Glendale College Guild, Local 2276  
and the  
Glendale Community College District

The Glendale College Guild, Local 2276 (Guild) and the Glendale Community College District (District), hereby agree to the following Tentative Agreement:

**ARTICLE III**  
**GUILD RIGHTS**

**Section 1. Academic Freedom**

A. Purpose of Academic Freedom

1. The District and the Guild recognize that institutions of higher education are conducted for the common good which depends on the free expression of ideas.
2. Recognizing that the search for truth and the expression of diverse opinions are essential to a democratic society, both the District and the Guild shall strive to promote and protect Academic Freedom.
3. Academic Freedom in teaching is fundamental for the protection of the rights of the faculty member in teaching and of the student to freedom in learning.

B. Nothing in this Academic Freedom provision of the contract prevents the District from taking disciplinary action against a faculty member for unprofessional or unlawful conduct.

C. Nothing in this article is designed to diminish the Academic Freedoms and Academic Responsibilities in Board Policy 4030.

**Section 2. Protection of Faculty Members**

A. A faculty member shall not be subject to an adverse action affecting the faculty member's hiring, promotion, or employment status with the District for any of the following:

1. For exercising the freedom to examine, explore, or endorse unpopular or controversial ideas either in the classroom teaching or in discussion with students outside the classroom or in academic research or publication.

2. For selecting or recommending the selection of instructional materials for courses which may contain unpopular or controversial ideas.
  3. For selecting, recommending or making available the books and materials presenting all points of view including materials of interest, information, and enlightenment without regard to class, race, ethnicity, or social, political, or religious views of the author.
  4. For speaking or writing as a citizen, when the faculty member indicates that he/she is not speaking for the District
- B. The District and the Guild shall be committed to the principles of due process and to resolving performance problems at the informal level, whenever possible. However, when a problem persists, despite efforts to remediate the issue(s), the faculty member may be subject to discipline. Discipline shall be administered in a timely manner in accordance with the California Education Code, including but not limited to sections 87666 to 87683 and 87732 to 87737. A faculty member shall not be reprimanded, suspended, or dismissed without just cause.

If the District requests a meeting with a faculty member which could result in the discipline of the faculty member, the District will notify the faculty member of his/her right to have a Guild representative at the meeting.

**In the event that the District receives a report of alleged faculty misconduct that must be investigated for fact-finding and appropriate response, the District shall conduct a reasonably prompt, thorough and equitable review of the matter. To that end, the District shall endeavor to hold its initial meeting with the faculty member accused of misconduct at the earliest reasonable opportunity. In the event it is determined necessary to place an accused faculty member on administrative leave, unless impracticable, appropriate notice shall be given and a meeting shall be held to serve the notice of leave. (See Education Code Section 87623)**

### **Section 3. Responsibilities of Faculty Members**

- A. The faculty member shall treat the students with respect.
- B. The faculty member shall fulfill his/her professional obligation and be able to defend the relevance of instructional activities as they relate to course materials, development of critical thinking, debate or research.
- C. Assessing student learning outcomes (SLO's) and reporting the results are part of the obligations of all instructors, including adjunct instructors. Adjunct faculty shall not be required to create, edit, discuss or explain results of SLO's.
- D. All faculty will be required to participate in a training focused on cultural responsiveness,**

antiracism, and eradicating bias in the educational environment every three years. This training will be developed by the District in collaboration with the Guild, and made available throughout the academic year. The training time may be credited to the faculty member's "Flexible Calendar" obligation (flex time). In the event a part-time faculty member presents verification of completion of a comparable training as evidence of satisfying their training obligation under this section, the faculty member's submission shall be duly reviewed under a rubric agreed upon by the parties and accepted if it meets the jointly established criteria.

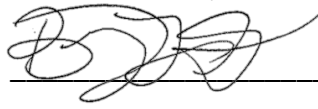
DATE: 5/11/2023



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Caroline DePiro, Chief Negotiator

Glendale College Guild



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Brittany Grice, Chief Negotiator

Glendale Community College District