

SUMMARY OF AGREEMENTS SPRING 2010

On-line Page

Item and Summary

- 1 Memorandum of Understanding (MOU) Block Scheduling—these are the ten working assumptions under which we operated in developing the sideletter on block scheduling.
1. The College is open Monday through Saturday.
 2. Contract Faculty may be scheduled Monday through Friday with the same limitations that currently exist in the contract.
 3. No full-time faculty member is guaranteed a four-day work week.
 4. Faculty may need to extend beyond the traditional schedule to complete their load/assignment in a four-day work week.
 5. Not all 4-day work weeks are Monday through Thursday. Other options are available.
 6. Division Chairs and Administrators remain on a five-day work week.
 7. Governance remains a high priority. The same commitment to governance is expected.
 8. Office hours are to meet the needs of the students.
 9. Neither the District nor the faculty should experience significant, unintended negative or positive impact due to the implementation of block scheduling.
 10. The intent of negotiations in Spring 2011 is to solve both existing and potential problems with block scheduling.
- 2-3 SideLetter Block Scheduling—The language changes are in effect for one year only.
1. The 35 hour on-campus commitment is suspended. You are expected to be on campus to fulfill the scheduled obligations of your primary assignment (teaching, counseling, library work, etc), office hours, committee work, etc.
 2. The primary restrictions on 4-day work weeks are suspended (work outside traditional 8-4:30 timeframe and limiting 1/3 of faculty in a division/area to 4-day workweeks).
 3. Office hours remain at 5 per week, but one of those may be held on-line. Full-timers' office hours may not be scheduled in less than 30-minute blocks nor greater than 2 hours/day.
 4. College/Governance hours change to 12:20 to 1:30 pm. The Tuesday/Thursday hours remain similar (no full-timer can be scheduled nor hold office hours). On Monday/Wednesday at that time, full-timers may hold office hours provided they don't conflict with committee meetings, and may only teach upon approval of the VP of Instruction.
- 4 SideLetter Calendar—2010 Graduation start time is 5 pm (June 4th) this year. Next year Graduation will begin at 6 pm.
- 5 MOU Health & Welfare—Delta Dental cap increase from \$1,200 to \$1,400 with PPO providers. Effective 5/1/2010.
- 6 Tentative Agreement (TA) Article XI, Section 2. Adjunct Faculty Health Insurance Buy-In Program—allows adjuncts to qualify for participation in the District Blue Shield Medical plans by averaging the Fall and Spring semester loads to reach the 40% level. They must have an assignment at GCC for both semesters.
- 7 SideLetter Article XII, Section 7. Faculty Service Areas—sets up a process to resolve the scheduling and compliance issues associated with the implementation of PeopleSoft. Temporary FSA's will end at the close of Fall 2010 semester.

- 8 TA Article VI, Section 3. Office Hours—equalizes all GCC administrators/managers who teach as credit adjunct faculty. They will be paid for office hours, but not receive parity money.
- 9 TA Article VI, Section 4. Teaching Loads—corrects the Humanities load to 14 hours per week. As this has been the prevailing practice for many years, it is a non-cost item.
- 10 MOU Athletic Transportation—requires the District to establish a \$3,000 account to pay for drivers for team vans when athletic contests exceed a one-way distance of 80 miles.
- 11-12 TA Article VIII, Section 16. Regulations and Salary Rates for Extra-Curricular Coaching—allows Head Coaches to allocate the Assistant Coach stipends as needed. It also allows Head Coaches in sports without Asst Coaches to use some of their stipend to pay for an Asst Coach. As it caps both the maximum stipend an Asst Coach can receive and the maximum total for Asst Coaches at current levels, it is a non-cost item.
- 13 TA Article VIII, Section 15. Division Chairs—Establishes the first summer session as the beginning of the annual overload restriction for continuing and newly elected chairs. Outgoing chairs are released from the above restrictions at the same time as well.
- 14 SideLetter Appendix D—recognizes that not all chairs will have 4 consecutive weeks off this summer. Some flexibility for chairs scheduling time off will be given by the appropriate VP.
- 15 TA Article XI, Section 4. Retirement Benefits—eliminates dial-up internet access for retirees. Lifetime email accounts remain.
- 16 TA Article XV Duration, Termination and Negotiations—establishes the three-year contract expiration date and the timetables for the limited reopeners.
- 17 SideLetter 2010-2011 Negotiations—Lists the carryovers and mutual reopeners for next year’s negotiations. See either the 5/24 Negotiations Update email or else view the exact language on-line. The two additional limited reopeners for each side will be determined and sunshined at a later date.
- 18-23 TA Article IX, Sections 7 & 8. Evaluation of Tenure Candidate & Evaluation Calendar
1. A “Needs to Improve” overall evaluation will trigger adding a fourth member to the committee (appointed by the Guild in consultation with the tenure candidate and the committee chair).
2. The Senate President will be notified by Human Resources if the committee chair has not turned in the composite evaluation on time.
3. A recommendation of termination at the end of year one requires a 3-0 vote.
4. A recommendation of termination at the end of year two requires a 4th person to be added to the committee appointed by the Guild. The candidate will be given an opportunity to improve. The vote required to recommend termination is either 4-0 or 3-1.
5. Language was included to conform with Ed Code: no termination at the end of year 3.
6. The role of the mentor has been expanded a bit.
7. An “Other” section has been added to the composite form that would address other evaluation criteria including such items as special duty assignment, growth plan, professional responsibilities, grade distribution, etc.
8. The candidate must now sign the composite evaluation form, acknowledging receipt. The candidate has one week to append a response.

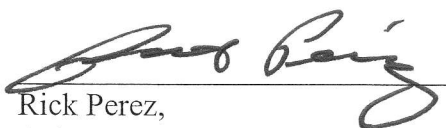
9. "Tenure track faculty member" has been replaced by "tenure candidate" throughout.
10. The Due Process Panel may request relevant information from the VP, HR.
11. The forms in the tenure packets are now consistent with the contract language.
These forms are negotiable.

GLENDALE COMMUNITY COLLEGE
MEMORANDUM OF UNDERSTANDING
BLOCK SCHEDULING

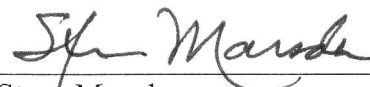
In developing the changes to the collective bargaining agreement due to the implementation of block scheduling, the District and Guild agree to the following working assumptions:

1. The College is open Monday through Saturday.
2. Contract Faculty may be scheduled Monday through Friday with the same limitations that currently exist in the contract (we can itemize if needed).
3. No full-time faculty member is guaranteed a four-day work week.
4. Faculty may need to extend beyond the traditional schedule to complete their load/assignment in a four-day work week.
5. Not all four-day work weeks are Monday through Thursday. Other acceptable options include (but are not limited to) Tuesday through Friday; Monday-Wednesday-Friday-Saturday; and Tuesday-Thursday-Friday-Saturday.
6. Division Chairs and Administrators remain on a five-day work week.
7. Governance remains a high priority. The same faculty commitment to governance is expected.
8. Office hours are to meet the needs of the students.
9. Neither the District nor the faculty should experience significant, unintended negative or positive impact due to the implementation of block scheduling.
10. The intent of negotiations in Spring 2011 is to solve both existing and potential problems with Block Scheduling.

Date of Agreement May 20, 2010



Rick Perez,
Chief Negotiator
Glendale College District



Steve Marsden,
Chief Negotiator
Glendale College Guild

SIDE LETTER
BLOCK SCHEDULING

The District and the Guild agree to the following modifications to the Collective Bargaining Agreement (CBA) for the 2010-2011 academic year only:

1. **Article VI, Section 1** – Contract faculty are required to maintain a 35-hour workweek, and to be present on campus for their scheduled obligations, including but not limited to their primary assignment (teaching, counseling, library work, etc.), curriculum development, and governance/committee participation. Non-scheduled hours may be fulfilled off campus.
2. **Article VI, Section 2** – Contract faculty may have the option of fulfilling their basic on-campus professional requirements in a four-day work week, without necessarily being scheduled outside of the standard 8:00 am – 4:30 pm hours. However, no faculty member is guaranteed a Monday through Thursday work week.
3. **Article VI, Section 2, A1 and B1**- The contractual clause limiting each division or organizational unit to have no more than one third (1/3) of the number of contract faculty on the four-day work week is hereby eliminated. However, all Division Chairs shall remain on a five-day work week.
4. **Article VI, Section 2, A2 and B3** - Priority in assignments and specific days off shall be recommended by the Division Chair, and approved by the Vice President of Instructional Services or the appropriate Student Services Administrator.
5. **Article VI, Section 3A** – Each contract faculty member shall maintain a minimum of five (5) hours a week as office hours for student consultation. A minimum of four (4) conferencing hours shall be held on campus, and the remaining one (1) may be offered online for faculty teaching traditional courses. Faculty teaching online/hybrid courses shall have the option of holding one (1) office hour online for each 20% of their online/hybrid instruction; the online conferencing hours per week for online/hybrid instruction faculty shall however be limited to three (3), and a minimum of two (2) office hours per week should be held on campus. All contract faculty may hold their conferencing times in blocks of less than one hour; however, these time blocks shall not be shorter than thirty (30) minutes each. No more than two (2) hours of conferencing, either on campus or online, shall be scheduled on any given workday.
6. **College Hour** – The college hour shall be scheduled between the 12:20 pm and 1:30 pm time on Mondays, Tuesdays, Wednesdays, and Thursdays. The parties agree to two “hard” (Tuesday, Thursday) and two “soft” (Monday, Wednesday) college hours. Contract faculty may not teach or hold conference hours during the hard college hours; however, they may schedule conference hours during the soft college hours, provided they do not have a committee obligation at that time. Contract instructional faculty may only be scheduled to teach during the soft college hours with prior authorization from the Vice President of Instructional Services. A similar authorization may be obtained for Student Services faculty from the appropriate Student Services Administrator.

This agreement aims at addressing all contractual issues arising from the implementation of block scheduling in Fall 2010. In the event the parties have either omitted a portion in the CBA which may be affected by block scheduling, or the modifications above have some unintended consequences, the parties agree to meet to rectify the problem(s) expeditiously.

In Spring 2011, both parties agree to open negotiations of all items related to Block Scheduling starting from the above six sections of this side letter. If no agreement is reached on a particular item by the end of Spring 2011, the language in the current contract is maintained for that item only.

Date of Agreement May 20, 2010



Rick Perez
Chief Negotiator,
Glendale College District



Steve Marsden
Chief Negotiator,
Glendale College Guild

SIDE LETTER AGREEMENT
2010 GRADUATION START TIME

Recognizing that the graduation speaker and vendors have already been scheduled, the District and Guild agree to start the June 4, 2010 Graduation ceremonies at 5 pm for this year only.

Agreement Date: April 1, 2010



Rick Perez, Chief Negotiator
Glendale College District



Steve Marsden, Chief Negotiator
Glendale College Guild

GLENDALE COMMUNITY COLLEGE DISTRICT

ADMINISTRATIVE SERVICES

MEMORANDUM

March 8, 2010

To: Guild Negotiation
From: Ron Nakasone
Subject: Switch to Delta Dental PPO Plan

The District will be moving its dental plan from the Delta Dental Premier plan to the Delta Dental PPO Plus Premier plan effective May 1, 2010. The Delta Dental PPO Plus Premier plan is an enhanced plan that 48% of California dentists have joined. Dentists that participate within the Delta Dental PPO network have lower contract billing rates than those in the Premier Plan network. Included in this change will be increasing the annual benefit limit from \$1,200/year to \$1,400/year for those employees whose dentists are part of the PPO network. This will result in employees who have a PPO dentist being able to receive more benefits each year. As an added advantage, the Delta Dental underwriters have estimated that the College will save 6.9% of premiums (approximately \$32,000 per year).

The Employee Benefit Committee recommended switching plans with a third tooth cleaning be provided for all employees with the estimated savings (current plan only covers two cleanings). The District needs to confirm the level of savings that will be realized from this change before committing to any increase in benefits. Therefore, this will be a negotiation item for next year.

Please be assured that this change in dental plans will not adversely affect benefits for any employee. Employees will have a choice between a PPO or Premier dentist. Employees will not have to change their dentist. If the employee's dentist participates in the PPO plan, they will receive greater benefits. There is no change to the benefits for those employees whose dentist is not part of the PPO network.

Agreement Date: March 25 '10


Rick Perez, District Negotiator


Steve Marsden, Guild Negotiator

TENTATIVE AGREEMENT
ARTICLE XI. HEALTH AND WELFARE BENEFITS

Section 2. Adjunct Faculty Health Insurance Buy-in Program

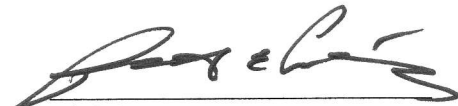
The Glendale Community College District will offer the Blue Shield-HMO plans to qualifying adjunct faculty. Coverage in this plan will be subject to the availability of the plan to the District. Part-time employees must qualify and agree to the following requirements to participate.

The Guild and District agree the District's primary responsibility regarding scheduling instructors and classes is to best meet the needs of students and programs. The desires and needs of individual employee's scheduling are naturally subordinate to these priorities.

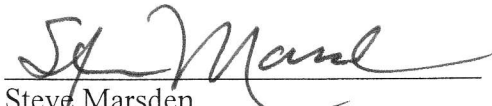
A. Eligibility Criteria:

1. The employee must have worked at least one calendar year's service (two semesters or one semester and two summer sessions) immediately prior to applying for the District's Blue Shield plan for part-time employees.
2. The employee must meet the state guidelines (which stipulate that an adjunct faculty member may qualify for this benefit if they have a total of a 40% load or assignment after combining all assignments at all Community Colleges) to qualify for the state reimbursement of health insurance at up to 50% of the premium cost.
3. The employee may **also** meet this 40% load or assignment requirement for the Spring semester, if their annual load is at least 80% by combining their Fall and Spring assignments from the current academic year and provided they have an assignment at Glendale College in both semesters.

Date of Agreement 5-6-2010



Rick Perez,
Chief Negotiator
Glendale College District



Steve Marsden,
Chief Negotiator
Glendale College Guild

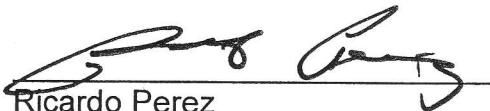
Side letter for FSAs

The Guild and the district agree to make an exception to the FSA petition process outlined in the Guild contract for full-time instructors who are teaching in the summer and fall of 2010. The guild and the district are requesting the FSA committee review FSA petitions for full-time instructors prior to the application deadline outlined in Article XII; Section 7 of the Guild contract to resolve scheduling and compliance issues associated with the implementation of PeopleSoft.

The Senate President or designee may approve a temporary FSA for full-time instructors who are not reviewed by the FSA committee prior to February 2011. A temporary FSA may also be granted for part-time instructors that are scheduled to teach in the summer and fall of 2010. The temporary FSA will be approved by the Senate President or designee and VP of Instruction and submitted to Human Resources. All temporary FSAs approved by the Senate President and VP of Instruction must be approved by the FSA committee by December 2010. The temporary FSA approval will be terminated effective December 15, 2010.

This side letter is effective from May 20, 2010 until December 31, 2010.

Date May 20, 2010



Ricardo Perez
Chief Negotiator for District



Steve Marsden
Chief Negotiator for Guild

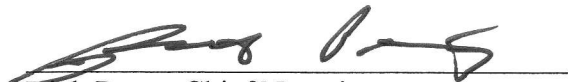
TENTATIVE AGREEMENT
ARTICLE VI. SECTION 3. OFFICE HOURS

Credit adjunct faculty paid on Appendix B1 who are also classified employees of the District will be responsible for holding conferencing times outside their normally scheduled work assignments.

District administrative, classified management, and confidential employees will be paid on Appendix B2 and ~~do not~~ qualify for office hours if they teach as a credit adjunct faculty.

Effective: Fall 2010

Date of Agreement May 20, 2010



Rick Perez, Chief Negotiator
Glendale College District



Steve Marsden, Chief Negotiator
Glendale College Guild

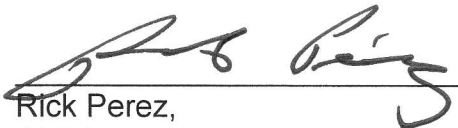
**TENTATIVE AGREEMENT
ARTICLE VI. HOURS**

Section 4. Teaching Loads

The normal basic teaching load for a full-time instructor is fifteen (15) lecture hours (61-minute hour) per week plus five (5) office hours (60-minute hour), for a total of twenty (20) hours and fifteen (15) minutes; however, there are many variations which are deemed to meet the fifteen (15) lecture hour's standard load. The faculty loading for each discipline shall be:

DISCIPLINE	LOAD
Humanities	15 14

Date of Agreement May 20, 2010



Rick Perez,
Chief Negotiator
Glendale College District



Steve Marsden,
Chief Negotiator
Glendale College Guild

GLENDALE COMMUNITY COLLEGE
MEMORANDUM OF UNDERSTANDING

**Glendale College Athletics
Transportation**

The District is interested in using the safest and most cost effective means of transportation.

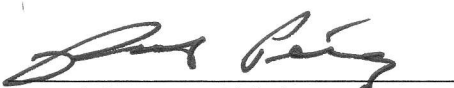
Criteria for when drivers are needed:

1. Minimum mileage for contest is 80 miles one way.
2. Time of event.
3. Length of event.
4. The start time for the instructor's instructional day.

(Travel time + length of contest) X (\$15.00 per hour) = Driver cost

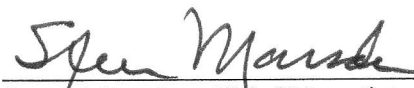
Sport	School	Distance from GCC	# of events	Driver cost	# of Drivers
Basketball M&W	Bakersfield	100	2	4+3=\$105	2 = \$210
				4+3=\$105	2 = \$210
Volleyball	Bakersfield	100	1	4+3=\$105	1 = \$105
	Cuesta	200	1	8+3=\$165	1 = \$165
Tennis Men	Bakersfield	100	1	4+4=\$120	1 = \$120
	Santa Barbara	100	1	4+4=\$120	1 = \$120
Tennis Women	Bakersfield	100	1	4+4=\$120	1 = \$120
	Hancock	150	1	7+4=\$165	1 = \$165
	Santa Barbara	100	1	4+4=\$120	1 = \$120
Softball	Bakersfield	100	1	4+2= \$90	2 = \$180
	Hancock	150	1	7+2=\$135	2 = \$270
Soccer W	Bakersfield	100	1	4+3=\$105	2 = \$210
	Hancock	150	1	7+3=\$150	2 = \$300
Soccer M	Hancock	150	1	7+3=\$150	2 = \$300
	Bakersfield	100	1	4+3=\$105	2 = \$210
Total			15 contests		\$2805

The District agrees to provide the necessary funding up to \$3,000 to provide drivers for the athletic team contests in the above instances.



Dr. Rick Perez, Chief Negotiator
Glendale College District

May 24, 2010



Steve Marsden, Chief Negotiator
Glendale College Guild

TENTATIVE AGREEMENT
ARTICLE VIII. SALARIES

Section 16. Regulations and Salary Rates for Extra-Curricular Coaching, Performing Arts, Released Time/Stipend for Instructional Activities.

B. Salary Rates Coaching

1. Athletic Director Stipend: \$6,798 per semester
2. Full-time contract teachers who are assigned a head coaching position will receive a stipend of 10% of their annual contract. ~~The stipend will be paid at the end of their sports season.~~

The Head Football Coach will receive a stipend of 12% of his annual contract.


3. Adjunct instructors who are assigned a head coaching position will receive a stipend equivalent to 10% of Step 5-Column III on the Full-Time Instructor Salary Schedule.


The Head Football Coach (if adjunct faculty) will receive a stipend of 12% of Step 5-Column III.

4. Assistant Coaches will receive a stipend according to the schedule below. Every Head Coach shall provide to the Vice-President of Instruction and to Human Resources a brief, written description of the assignment for each Assistant Coach.
5. The number of Assistant Coaches for each sport may vary each season depending on the number of student athletes participating, the skill set needed for the sport, the expertise of the Assistant Coach and the assignment given by the Head Coach. The total stipend amount shall not exceed the amount listed in the schedule below.
6. The maximum stipend received by an Assistant Coach shall not exceed \$4,688.42 for any one season.
7. If a Head Coach in a sport without an Assistant Coach chooses to have an Assistant Coach, the amount of the combined stipends for the Assistant Coach and the Head Coach shall not exceed 10% of the Head Coach's annual contract.
8. Coaching is a professional ancillary activity and not considered part of the load calculation nor can the coaching duties be added to other duties to reach a total of 67% of a full time assignment. The stipends for coaching assignments are listed below and not to be confused with section 16 E. of this article, "Adjunct Faculty Ancillary Activities Stipends."
9. Stipends shall not exceed the amount in the chart below and may be distributed in partial payments. However, the total amount of the stipend shall be distributed within 45 days of the end of the season.

ASSIGNMENT OR SPORT AMOUNT PER SEASON SEMESTER		
Athletic Director		\$6,798.31 per semester
Fitness Center Director		\$3,787.50 per semester
Head Football		12% of annual contract
Assistant Football		\$18,753.68
Head Men's Basketball		10% of annual contract
Assistant Men's Basketball		\$4,688.42
Head Woman's Basketball		10% of annual contract
Assistant Women's Basketball		\$4,688.42
Head Men's Baseball		10% of annual contract
Assistant Men's Baseball		\$4,351.08
Head Track and Field		15% of annual contract
	(Combined Men's and Women's)	
Assistant Track and Field		\$13,053.24
	(Combined Men's and Women's)	
Head Men's Soccer		10% of annual contract
Assistant Men's Soccer		\$4,351.08
Head Women's Soccer		10% of annual contract
Assistant Women's Soccer		\$4,351.08
Head Men's Tennis		10% of annual contract
Head Women's Tennis		10% of annual contract
Head Cross Country		15% of annual contract
	(Combined Men's and Women's)	
Assistant Cross Country		\$8,702.16
		8702.16
	(Combined Men's and Women's)	
Head Volleyball		10% of annual contract
Assistant Volleyball		\$4,351.08
Head Wrestling		10% of annual contract
Head Men's Golf		10% of annual contract
Head Women's Golf		10% of annual contract
Head Women's Softball		10% of annual contract
Assistant Women's Softball		\$4,351.08

Date of Agreement May 20 2010


 Rick Perez
 Chief Negotiator,
 Glendale College District

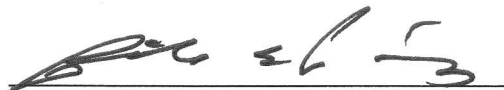

 Steve Marsden
 Chief Negotiator,
 Glendale College Guild

TENTATIVE AGREEMENT
ARTICLE VIII. SALARIES

Section 15. Division Chairpersons

E. Division Chairs are limited to the above yearly totals to teach overload beginning with the first summer session for both continuing and newly elected chairs. At the same time, outgoing chairs are released from the above limits. "Overload pro rata" units are taught during intersession only. "Overload hourly" units may be taught during any session.

Date of Agreement 5-6-2010



Rick Perez,
Chief Negotiator
Glendale College District



Steve Marsden,
Chief Negotiator
Glendale College Guild

SIDE LETTER AGREEMENT
DIVISION CHAIR CALENDAR REGULATIONS

Appendix D

Notes

2. Division Chairs shall take off four (4) consecutive work weeks during the summer as vacation.

This change will be in effect for Summer 2010 only. The Division Chairs will be given some flexibility by the appropriate Vice-President in scheduling the four weeks off.

Date of Agreement 5-6-10



Rick Perez, Chief Negotiator
Glendale College District



Steve Marsden, Chief Negotiator
Glendale College Guild

GLENDALE COMMUNITY COLLEGE DISTRICT

Tentative Agreement
Article XI

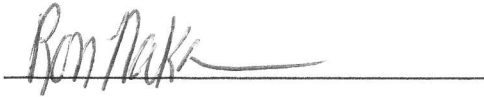
Section 4

Section 4. Retirement Benefits

Employees retiring shall be eligible for the following:

1. Lifetime free internet email account
2. Lifetime GCC Alumni Membership
3. Card for free admission to all GCC student performances and athletic events
4. Lifetime GCC Library card
5. Lifetime use of the Fitness Center during staff hours
6. Lifetime exemption from all college authorized, permissive student fees, health fee and student ID fee.

Tentative Agreement Reached on: April 22, 2010



For the District
Ron Nakasone



For the Guild
Steve Marsden

TENTATIVE AGREEMENT

ARTICLE XV.
DURATION, TERMINATION AND NEGOTIATIONS


Section 1. Duration

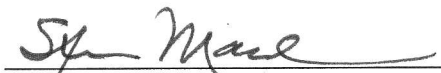
This Agreement shall become effective upon adoption by the Board of Trustees, and shall remain in full force and effect until June 30, ~~2009~~ 2012. On March 15, ~~2009~~ 2012, the negotiations for a successor Agreement may commence.

Section 2. Limited Reopeners

Negotiations may, on ~~March 15, 2007~~ June 15, 2010 and ~~March 15, 2008~~ March 15, 2011, be reopened. Both the Guild and the District may bring two (2) new items to the negotiations table on each date. Such limited reopeners shall not affect the validity or duration of this Agreement. Such limited reopener negotiations shall be subject to the negotiation obligations of the E.E.R.A. and are not subject to the grievance procedures of Article IV.

Date of Agreement May 20, 2010


Rick Perez, Chief Negotiator
Glendale College District


Steve Marsden, Chief Negotiator
Glendale College Guild

SIDE LETTER AGREEMENT
2010-2011 NEGOTIATIONS

The District will carryover the following two items to negotiate in 2010-2011:

1. Article X, Section 3 Large Lecture—The District is interested in revising the large lecture compensation.
2. Discipline—The District is interested in developing contractual procedures for suspension that will include the principles of progressive discipline.

The Guild will carryover the following two items to negotiate in 2010-2011:


1. Article VI, Section 21—The Guild is interested in strengthening the existing Adjunct Reemployment Rights to allow for increased job protection for Adjunct Faculty.
2. Include non-discrimination language in the Bargaining Agreement.

Both the District and the Guild mutually agree to negotiate in 2010-2011 the following items:

1. Salaries and benefits
2. Block Scheduling adjustments
3. Language related to teaching on line/hybrid courses
4. The allocation of state parity monies in 2011-2012 and beyond
5. Catastrophic leave for adjunct faculty

Date of Agreement May 20, 2010


Rick Perez, Chief Negotiator
Glendale College District


Steve Marsden, Chief Negotiator
Glendale College Guild

TENTATIVE AGREEMENT
ARTICLE IX. Evaluation Procedures

Section 7. Evaluation of Tenure Candidates ~~Track Faculty Members~~

The official evaluation process for tenure candidates ~~track faculty members~~ shall take place according to the provisions contained in this Article and as elaborated in the District Tenure Review Guidelines Packet, a copy of which shall be given to each faculty member upon his/her employment in the District. Any change in the District Tenure Review Guidelines Packet shall be subject to the negotiations process between the Guild and the District.

The Associate Vice President of Human Resources shall coordinate all tenure review activities including training and implementation of the Tenure Review Guidelines Packet within the provisions of this Article. All written records, findings, and reports shall be housed in the office of Human Resources.

A. A Tenure Review Committee shall be formed for each tenure candidate ~~track faculty member~~ as follows:

1. The Committee shall be composed of the appropriate Vice President or designee, the Division Chair (Note: In Health Sciences, the Associate Dean acts in the capacity of the Division Chair) or designee and one tenured faculty member.
2. By the second week of the fall semester, the a tenured faculty member shall be chosen as the Chair of the Tenure Review Committee by the Academic Senate and whenever possible the this peer evaluator shall be from the same discipline as the tenure candidate. If it is not possible, the peer evaluator shall be from the same division as the ~~faculty member being evaluated~~ tenure candidate. In the event there is no division or discipline pool, the Academic Senate shall select its member from a general faculty pool.
3. The Chair of the Tenure Review Committee shall be the Academic Senate appointee.
4. In the event an unsatisfactory rating is given on the first evaluation, a second peer evaluator shall be added to the Tenure Review Committee by the Guild. In the event a "needs to improve" or "unsatisfactory" rating is given, a second peer evaluator with voting rights shall be added to the Tenure Review Committee by the Guild in consultation with the tenure candidate and the Tenure Review Committee Chair. The appointment of this peer evaluator shall be for the duration of the Tenure Review Committee. The second peer evaluator must be tenured and have received a satisfactory rating in their last evaluation. Whenever possible the second peer evaluator shall be from the same discipline as the tenure candidate. If this is not possible, effort shall be made to find a second peer evaluator from the same division. The four-member committee shall coordinate with the tenure candidate to create a plan that addresses the recommendations in the composite report.

B. The Division Chair shall appoint a mentor for each tenure candidate ~~track faculty member~~ by the second week of their his/her first semester. ~~The mentor shall not be directly involved in the evaluation process unless requested by the evaluatee.~~ She/he The mentor shall be a resource person for the new faculty member tenure candidate and shall be aware of the evaluation procedures and provide assistance to the tenure candidate faculty member when necessary. The mentor shall provide assistance to the tenure candidate in the development of the "Three Year Professional Growth Plans" and the "Self Evaluation Reports." The mentor may be

invited by the tenure candidate to attend those Tenure Review Committee meetings that are attended by the candidate. The tenure candidate may request a change of mentor.

- C. Before beginning their evaluation duties, all committee members shall have completed a District-sponsored in-service training session specifically designed for Tenure Review Committee members. In-service training shall be conducted by the Associate Vice President of Human Resources and/or the appropriate Vice President, and the President of the Academic Senate or designee. Human Resources shall be responsible for publicizing the in-service training sessions and keeping track of attendees.
1. No faculty members except Division Chairs shall be required to serve on more than one Tenure Review Committee concurrently.
 2. No faculty member shall be required to serve on a tenure committee against his/her will.
- D. The Tenure Review Committee Chair shall be responsible for calling initial meetings, for coordinating activities of the committee, representing the committee to the Associate Vice President of Human Resources, or to any management employees, and for accomplishing other officially designated duties.
- E. In addition to the District Board Policy "Tenure Review Process Policy Statement," criteria to be considered in the official evaluation itself are elaborated in the Tenure Review Guidelines Packet.
- F. Criteria not included in this section or in the Tenure Review Guidelines Packet shall not be used in the evaluation process nor be a part of the Tenure Review Committee's recommendations.
- G. No anonymous letters or material other than student evaluations shall be used in the tenure review process in any form nor shall such materials be referenced in any evaluation or Tenure Review Committee records.
- H. No evaluation shall be based upon information unrelated to the candidate's ~~tenure track faculty member's~~ performance as specified in this section, Board Policy, or the Tenure Review Guidelines Packet. ~~All evaluation materials shall be in writing and presented to the tenure track faculty member, who has the option of signing or not signing the material, the decision shall be so noted and dated by the evaluator.~~ ~~1. The private life of a tenure candidate track faculty member, including religious, political, and organizational affiliations, or sexual orientation, shall not be a part of the tenure candidate's track faculty member's evaluation and tenure review process in any manner whatsoever. This rule does not preclude violations of state or federal statutes within or outside of the collegiate setting which address the ability of the individual to serve as a faculty member.~~
- I. Should the Tenure Review Committee Chair fail to submit the completed composite evaluation form to the Office of Human Resources by the first working day of March, the Office of Human Resources shall notify the Senate President of any delinquent or incomplete composite evaluations.
- J. 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. The pool shall then elect its chair.

- K. 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 to serve as a hearing body. The Due Process Panel shall exist to act as a hearing body in the event that a tenure candidate ~~track faculty member~~, 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:
1. A tenure candidate ~~track faculty member~~ is being subjected to biased treatment during the tenure review process; or
 2. The established Board policy, guidelines, and/or time lines are not being adhered to.

The Due Process Panel shall not be responsible for the substantive issues involving recommendation to grant or deny tenure.

- L. The party filing the complaint shall provide a written statement specifying the charges of the alleged bias or procedural violation. ~~Due Process~~ The complaints shall be filed in written form with and submitted to the Associate Vice President of Human Resources, who shall ~~immediately~~ forward the complaint and any additional relevant documentation notify to the due process pool chair, the appropriate Vice President, and the Division Chair. All requests for additional information by the panel must be submitted in writing to the Associate Vice President of Human Resources who shall respond as appropriate.
1. If the Associate Vice President 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.
 2. 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.
- M. The college due process pool chair shall direct the three-member due process panel as specified in Section 7, N, to act on the complaint. ~~The party filing the complaint shall provide the Due Process Panel with a written statement specifying the charges of the alleged bias or procedural violation.~~ 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 track faculty member. ~~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.

- N. The Due Process Panel shall, within ten working days following the filing of a complaint as specified in Section 7,K, render its findings and recommendations in a written report to the appropriate Vice President, the Associate Vice President of Human Resources, the Division Chair and the Chair of the Tenure Committee with a copy to the tenure candidate track faculty member and the original party filing the complaint.

1. 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.
 2. In all cases 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 the appropriate Vice President makes his/her recommendations regarding the continued employment of the tenure candidate ~~track faculty member~~. Copies of all recommendations shall be transmitted to the Associate Vice President of Human Resources prior to any Board action.
- O. 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 germane to the evaluation shall be presented to the evaluatee no less 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 may 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. 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, Section A4. 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 a recommendation must be either 3-1 or 4-0. If a "recommendation for termination" is made, then a March 15th 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.
- P. Q. 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 ~~track faculty member'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 ~~track faculty member's~~ discipline. The vote shall be by the division if there are fewer than three full-time, permanent faculty in the tenure candidate's ~~track faculty member's~~ discipline.

1. Before the Tenure Review Committee makes a final decision regarding either the termination or tenure of a tenure candidate track faculty member, 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.

Q. R. In the event that a tenure candidate track faculty member 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.

R. S. The Tenure Review Committee shall make its recommendation regarding the continued employment or tenure status of the tenure candidate track faculty member 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.

S. T. 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 8. Evaluation Calendar – Tenure Candidates Track Faculty

The first evaluation for the spring and fall hires shall be in the fall of their first year and the last evaluation for the tenure process shall be in the fall of their fourth year.

Tenure Candidate Track Faculty Evaluations


Faculty	Time Period
Tenure <u>Candidates Track</u> Instructional Faculty	Fall*
Tenure <u>Candidates Track</u> Student Services Faculty	Fall*

A. ~~Faculty members to be evaluated during the fall shall have been notified (by week 2 of the semester), committees formed, and the faculty members notified of the identity of the committee members. By the end of the second week of the Fall semester, all tenure candidates shall be notified of the names of their Tenure Review Committee members. Spring hires shall be assigned a mentor by the second week of their first semester~~

- B. The student evaluations for classroom duties of faculty shall be conducted after census and not later than 15 working days before the end of the fall semester.
- C. Student evaluations for non classroom duties of Student Services Faculty shall be conducted after census and not later than 15 working days before the end of the fall semester.
- D. The Tenure Review Committee shall conduct classroom or non classroom observations after census and before final exams begin.
- E. A final evaluation conference shall have been conducted, a composite evaluation summary prepared and reported to the evaluatee, and student evaluation summaries returned to the evaluatee by the second week of the spring semester.
- F. The formal evaluation process shall have been completed by the ~~fourth week of the spring semester~~ first working day of March, and documents forwarded to files in the Office of Human Resources. During the final semester of the Tenure Review Process, the Tenure Review Committee shall conduct the Division review of the evaluatee and make a recommendation for Tenure. The decision to grant tenure shall be made in the spring of the final year of the Tenure Review Process. Official tenure status shall be effective the beginning of the subsequent fall semester.
- G. The schedule of time lines within which the evaluation and tenure review process shall occur are elaborated within the Tenure Review Guidelines Packet. While these time lines are not meant to be understood or interpreted as rigid and absolute, they are essential to a fair, professional, and objectively administered process. To provide needed flexibility the written time lines shall be adhered to within a period of five working days before and/or five working days after the stated times and dates, except for the conditions specified in Section 7 C, L, and N.
- H. In the event of unusual or unforeseen circumstances that might cause the Tenure Review Committee to be unable to adhere to the time line schedule (specified in Section 7 and 8), and the Tenure Review Guidelines Packet, the Tenure Review Committee Chair, after conferring with the tenure candidate ~~track faculty member~~, shall submit a written request to change the time line schedule, along with the tenure candidate's ~~track faculty member's~~ comments, to the appropriate Vice President and to the Associate Vice President of Human Resources. This request should outline the reasons and conditions for the request. The appropriate Vice President shall respond to the Chair's request within two working days stating reasons for either granting or denying the request. A copy of this written response shall be delivered to the tenure candidate ~~track faculty member~~ and shall be entered in that faculty member's personnel file in the Office of Human Resources.

Date of Agreement 5/25/2010


 Rick Perez, Chief Negotiator
 Glendale College District


 Steve Marsden, Chief Negotiator
 Glendale College Guild