

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** ("MOU") is entered into by and between the **SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT** ("District"), the **CUESTA COLLEGE FEDERATION OF TEACHERS (CCFT), AFT Local 4909**.

TERMS

The parties have entered into this MOU for the purpose of setting forth their good faith understandings and commitments regarding all regular (contract and tenured) faculty. The two parties agree to the following modification of Article 7 of the Collective Bargaining Agreement, effective immediately:

ARTICLE 7

EVALUATION PROCEDURES AND TENURE REVIEW PROCESS

Peer Review Process

7.3 The peer review process is comprised of two operating modes, standard peer review and expanded peer review. The standard mode shall be utilized following the awarding of tenure for regular faculty and following the second evaluation of temporary faculty, except as set forth in section 7.12.1. No faculty member can evaluate his or her evaluator from a prior evaluation cycle. The expanded mode shall be utilized during the first two evaluations for temporary faculty and when requested by the Division Chair (designee). The peer review mode which is utilized during the tenure process is set forth in section 7.14, inclusive. For full time temporary faculty members undergoing evaluation, the full time tenure track evaluation form will be utilized, but the temporary part time evaluation process will be utilized for the second semester. Such use of the full time tenure track evaluation form is no guarantee that a full time temporary faculty member will be selected for a tenure track position should such a position become available.

7.3.1 The peer review committee chair shall be designated by the Division Chair (designee). For tenured faculty, peer review committee members shall be tenured faculty who are appointed from within the subject area. If committee positions cannot be filled from within the subject area, appointments should be from within the division. If there is no tenured faculty in the subject area or division, tenured faculty from another division shall be utilized. For temporary faculty, contract (probationary) faculty from within the division may be utilized.

7.3.2 The standard peer review structure is comprised of one regular faculty member who is selected by mutual agreement between the Division Chair (designee) and the faculty member who is being evaluated. The Division Chair (designee) may serve in this capacity.

7.3.3 The expanded peer review committee is composed of two regular faculty members, pursuant to section 7.3.1. The first member is selected by the Division Chair (designee). The first member may be the Division Chair (designee) if agreeable with the faculty member who is being evaluated. The second member is selected by mutual agreement between the Division Chair (designee) and the faculty member who is being evaluated.

By their signatures below, the signatories certify that they are the authorized representatives of either the District or CCFT. All terms and conditions of this MOU are subject to ratification by the CCFT Executive Board and approval of the San Luis Obispo County Community College District Board of Trustees. This agreement is non-precedential.

ACCEPTED AND AGREED TO:

SAN LUIS OBISPO COUNTY
COMMUNITY COLLEGE DISTRICT

CUESTA COLLEGE FEDERATION OF
TEACHERS, AFT Local 4909



Gilbert H. Stork, Ed.D.
Superintendent/President

Date: 4/4/2013



Allison Merzon
President

Date: 2/25/13