GRIEVANCE RESOLUTION AGREEMENT
Between The

THE COLLEGE OF THE SEQUOIAS COMMUNITY COLLEGE DISTRICT
And The

COLLEGE OF THE SEQUOIAS TEACHERS ASSOCIATION

The College of the Sequoias ("District" or "College") and the College of the Sequoias Teachers Association ("COSTA" or "Association") hereby enter into this Grievance Resolution Agreement ("Agreement") to resolve COSTA's September 17, 2012 "Counselor Grievance," entitled "CSMCS Case No. ARB-12-0154" on the following terms:

1. The Association agrees that the Schedule and Reporting System ("SARS") program will be under the control of District management.

2. The parties agree that as stated in Article VIII, section 8.2.2, "Non-classroom faculty shall work 175 days as assigned from August 1 to May 30th. The work year for all counselors shall align directly with the student academic year (i.e. instructional days during the fall and spring semesters when students are in session); including staff development days as stated in 8.1.2.

3. At the time of the signing of this Grievance Resolution Agreement, the parties agree that the workload of counselors shall be defined as 35 hours per week. The schedule for the 35 hour work week shall be approved by the supervisor with reasonable release time for committee work. Section 8.2.5 of the Master Agreement will also be applicable to duties of counselors. Upon email notification to the Dean or immediate supervisor and in addition to the rights in Article XII on Leaves, each counselor shall have, on a semester basis, the ability to change up to twelve (12) appointments without prior approval of the Dean or immediate supervisor. Administrative changes to a counselor’s schedule shall not be counted in the 12 changes referenced above.

4. Adjusted contractual hours may be approved for any counselor who performs services beyond the normal workday or workweek and shall be accrued on an academic year basis. In an effort to provide consistent services to students, use of adjusted contractual hours requires approval in advance. All adjusted contractual hours shall be exhausted by the close of the academic year and shall not be carried over to a new academic year.

5. All counselor responsibilities shall be directed by the Dean of Student Services or immediate supervisor. The Dean of Student Services or immediate supervisor may delegate responsibilities to classified personnel but no classified personnel will direct any work of counselors.

6. The District agrees that the Student Services Division Chair shall have all the rights privileges, duties and practices of a Division Chair as provided in Article XXIV of the COSTA Master Agreement.
7. In the event that the district determines that a need for additional counseling services is required above beyond that provided for by the regular schedule, full-time counselors shall be given the opportunity to perform those services prior to adjunct counselors.

8. This Grievance Resolution Agreement and all unexpired provisions in the November 16, 2011 Side Letter of Agreement shall remain in full force and effect until otherwise negotiated by the parties.

9. COSTA agrees to withdraw the above referenced grievance CSMCS Case No. ARB 12-0154.

10. This Grievance Resolution Agreement does not constitute an admission of liability or wrongdoing by any party.

Executed on the 19th of June 2013.

For the Association

Lisa Greer, President

Ed Sense, Grievance Chair

Wayne Preston, Lead Negotiator

For the District

Stan Carrizosa, Superintendent

John Bratsch, Dean of HR

Kévin Picciuto, Member at Large