

September 11, 2009

Re: AFT-Lone Star College's Grievance/Request for
Administrative Review

Via Hand Delivery
Chancellor Richard Carpenter
LSC- System Office

Via Fax _____
Stephen Head
President, LSC-North Harris

Via Fax _____
Audre Levy
President-Cy Fair

Via Fax _____
Susan Karr
President, LSC-Tomball

Via Fax _____
Austin Lane
President, LSC-Montgomery

Via Fax _____
Katherine Persson
President, LSC-Kingwood

Dear Chancellor Carpenter and Presidents:

Enclosed please find the grievance/request for administrative review that AFT-Lone Star College is filing regarding the contracts that were recently issued to faculty members. We recognize that this matter concerns actions taken by the Chancellor, not by an individual president or lower level administrator. However, since the System's policies do not contain an explicit provision allowing employees to bypass an administrative review or first level of the grievance procedure in appropriate circumstances, such as this one, we are filing with the Chancellor **and** all LEOs at this time (since this is an associational grievance, there is no single second level supervisor, as per F. 10.07 – F.10.08), to ensure that we have initiated review of this matter in compliance with the System's policies.

AFT requests that this matter be set for hearing before the Chancellor, or that the parties confer regarding the compilation of a written submission, per F.10.11. All applicable deadlines have been met and administrators and officials notified of this submission.

Please contact me regarding processing and scheduling of this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Alan Hall". The signature is written in a cursive, flowing style.

Alan Hall
President, AFT - Lone Star College

September 11, 2009

Grievance /Request for Administrative Review

Name:

AFT-Lone Star College brings this grievance/request for administrative review on behalf of all of its affected members. AFT-Lone Star College has standing as an association on behalf of all of its affected members, as 1) its members would otherwise have standing to grieve in their own right; 2) the interests it seeks to protect are germane to the organization's purpose; and 3) neither the claims asserted nor relief requested requires the participation of individual members in the grievance. *See Hunt v. Washington State Apple Commission*, 432 U.S. 333 (1997); *Lubbock Prof. Firefighters v. Lubbock*, 742 S.W.2d 413 (Tex. App.—Amarillo, 1987).

Facts:

On or about September 1, 2009, faculty members on multi-year contracts at Lone Star College received their employment contracts for the current and upcoming school years. A copy of the "new" contract form is attached as Exhibit A. The form of the contract is significantly altered from prior years. A copy of the "old" contract form is attached as Exhibit B. The pertinent provision of the new contract form states as follows:

3.0 Term of Appointment

3.1 This Contract of employment is for two (2) years (10.5) months, beginning with Academic Year 2009/2010. **Employee understands that there is no claim on future employment beyond the life of this Contract. Employee's employment shall cease at the end of this term unless System, in its discretion, decides to offer an additional term of employment.**

Violation of Board policies and other claims:

The new contract illegally breaches and/or diminishes faculty members' contract rights. It violates several Board policies, which are incorporated into the faculty members' employment contracts as a matter of law. The policy violations include but are not limited to the following:

1. Violation of B.2.04, which provides that faculty members have tenure, which is defined by Board policy as a multi-year contract that is reviewed and acted upon each year. This section also provides that "all faculty with multi-year status shall annually be approved by the Chancellor and ratified by the Board for a one-year extension of their contract." Finally, it provides that the continuation of a multi-year status may be withheld only in certain enumerated circumstances. Section 3.1 of the new contract form is inconsistent with the principle of tenure and/or the annual review and annual "rolling" extensions of contracts, absent one of the reasons stated in Board policy for a change of status, non-renewal or termination.
2. Violation of F.8.03, which provides for notice of the proposed non-renewal of a contract by March 1 preceding the end of the employment term fixed in the contract, and if no notice provided, the automatic extension of the faculty or non-faculty contractual employee in the same capacity for the succeeding school year. Section 3.1 of the new

contract form is inconsistent with the requirement of notice and/or automatic renewal if no notice provided.


3. Violation of F.8.04, which provides for a hearing on a proposed non-renewal upon timely request. Section 3.1 of the new contract form is inconsistent with the requirement of a hearing on a non-renewal.
4. Violation of B.2.01, which requires that employment contracts are to be reviewed and acted upon annually by the board of trustees. Section 3.1 of the new contract form is inconsistent with the annual review and annual "rolling" extensions of contracts, absent one of the reasons stated in Board policy for a change of status, non-renewal or termination. Additionally, B.2.01 provides that the "Associate Vice Chancellor for Human Resources or his designee will prepare and issue contracts after Board approval." Upon information and belief, the Board has not approved the new contract form.
5. Violation of A.1.03, which provides that, "Initial, renewal, and promotional employment of all contractual personnel shall be approved by the Chancellor and ratified by the Board." Upon information and belief, the Board has not approved the new contract form.

Actions taken to date:

This matter concerns actions taken by the Chancellor, not by a lower level administrator. Accordingly, AFT does not believe that this matter is appropriate for an administrative review, per F.10.08, since that process is one through which "an aggrieved employee requests that the second level supervisor reconsider a decision of the immediate supervisor." However, if Lone Star College wishes to conduct an administrative review, AFT will participate. Moreover, AFT does not believe that this matter is appropriate for a review by the LEO, per F.10.10, since the individual LEOs did not issue the contracts and presumably cannot grant the relief requested. However, if Lone Star College wishes an LEO to conduct an investigation review, AFT will participate. Barring a review conducted by a lower level officer or administrator, AFT requests that this matter be set for hearing before the Chancellor, or that the parties confer regarding the compilation of a written submission, per F.10.11. All applicable deadlines have been met and administrators and officials notified of this submission.

Relief sought:

The issuance of a contract addendum or novation, modifying Section 3.1 of the new contract form so that it is consistent with Board policies and faculty contract rights, with the addendum or novation to be signed by the affected employees and the Chancellor, on behalf of the System.



Alan Hall,
President, AFT-Lone Star College

**LONE STAR COLLEGE SYSTEM
FACULTY CONTRACT OF EMPLOYMENT**

This Agreement is made between Lone Star College System ("System") and ("Employee").

TERMS

1.0 Appointment.

Based upon review of Employee's credentials, System agrees to employ the services of Employee beginning on the 1st day of September, 2009, and to pay an annual salary of _____ per year, in equal installments in accordance with System procedures and practices, beginning on the 15th day of September, 2009. This appointment is contingent upon the Employee holding the appropriate degree from an accredited college or university; or in the case of certain technical and vocational classes, holding the necessary credentials.

2.0 Title.

Employee's title shall be that of Professor.

3.0 Term of Appointment.

3.1 This Contract of employment is for two (2) years (10.5 months), beginning with Academic Year 2009/2010. Employee understands that there is no claim on future employment beyond the life of this Contract. Employee's employment shall cease at the end of this term unless System, in its discretion, decides to offer an additional term of employment.

4.0 Employee's Assignments, Duties, and Responsibilities.

4.1 Except for agreed vacation periods, Employee shall, pursuant to System policies and procedures, devote full time during System's academic year, to Teaching, Institutional Service, and Professional Development; which may include advising students, keeping office hours, observing grading deadlines, administrative work, committee assignment, participation in commencement exercises and similar System activities.

4.2 Employee is assigned to the Department of _____ at Lone Star College - _____. The assignment is subject to change as required by the needs of System.

4.3 Employee is subject to initial assignment and/or reassignment by the Chancellor.

4.4 Employee shall maintain a highly professional relationship with both faculty and students, and shall be subject to By-Laws, Policies, and Procedures adopted by the Board of Trustees, and agrees not to engage in any enterprise or activity that may, in the judgment of System, interfere with the proper performance of duties to System, and agrees to act otherwise in accordance with the mission of the System.

4.5 System reserves the right to take disciplinary action, pursuant to Board Policy; including suspension or termination, during this appointment should it find reason to believe that Employee has engaged in conduct warranting such action.

5.0 Reappointment and Promotion.

The standards and criteria for decisions about reappointment of employment or promotion of employment and the process for review and appeals of any negative decisions, applicable to Employee are set forth by System Policies and as they may be amended from time to time by the System.

6.0 Employee benefits.

Employee shall also have those benefits, which are set forth in detail by System policy and laws of the State of Texas.

7.0 System's Duties.

System shall provide performance evaluations by the appropriate System personnel, as well as adequate office space, and other reasonable assistance in which to perform Employee's duties.

8.0 Termination of Employment.

8.1 Employee's employment with System may be terminated for cause by System as defined by Board of Trustee Policy Section IV.

8.2 Employee's employment with System may be terminated during the term of this contract due to a demonstrably *bona fide* financial exigency or program elimination.

8.3 Action by System to terminate Employee's employment must be in compliance with the notice and due process procedures as set forth by Board Policy.

9.0 General Provisions.

This Contract referenced in this Agreement represent the entire agreement between the

parties, and this Contract may only be modified in writing signed by the System through its Chancellor and by the Employee. Other than this Contract, no other documents of any kind shall be attached or have legal force or effect on the parties. This Contract shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, Employee and the authorized representative(s) of System have executed this Agreement on this _____ day of _____, 2009.

SYSTEM:

EMPLOYEE:

By: Richard Carpenter

Richard Carpenter

Its: Chancellor

By: _____

(Printed Name)

NOTE: MODIFICATION OF THIS AGREEMENT REQUIRES THE APPROVAL OF THE LSCS GENERAL COUNSEL (Effective 8.25.2009)

6

**LONE STAR COLLEGE SYSTEM
THE WOODLANDS, MONTGOMERY COUNTY, TEXAS
CONTRACT OF EMPLOYMENT: MULTI-YEAR**

This is to advise that you have been appointed to the faculty of Lone Star College System under the terms and conditions below.

I.

This contract shall be payable from any and all revenues of the System available for the payment of salaries; payment of such sums to be made in semi-monthly installments for a period of no less than the required time of employment within the twelve-month period.

II.

All employees shall maintain a highly professional relationship with both faculty and students. All employees are subject to By-Laws, Policies, and Procedures adopted by the Board of Trustees, and such By-Laws, Policies, and Procedures are as fully a part of this contract as if attached to this agreement or repeated herein.

III.

This employment shall be on a full-time basis with employees working full time for the System as required by the Laws and Regulations of the State of Texas and the regulations of the System. Employees shall enjoy such privileges as Texas State Laws and Regulations and Policies that the System shall provide.

IV.

This contract is contingent upon the instructor holding the appropriate degree from an accredited college or university; or in the case of certain technical and vocational classes, holding the necessary credentials.

V.

All employees are subject to assignment by the Chancellor. Reassignments may be made due to legislative action; loss of enrollment; reorganization and /or consolidation of departments and divisions; deletion of course programs/activities; reduction in funding; or financial exigency.

Academic years: 2008-2009, 2009-2010

Effective date: September 1, 2008

is employed as Professor

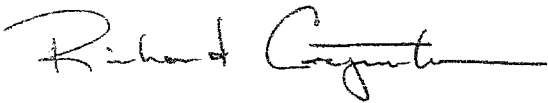
Salary: \$

Group: F4 5

Length: 10.5 months

Reporting Date: August 18, 2008

Witness our signatures at Houston, Texas, this 31st day of August 2008.



Chancellor

Employee Signature

Lone Star College System provides equal employment, admission, and educational opportunities without regard to race, color, religion, national origin, sex, age, or disability.

White – Retain for your records

Yellow – Sign & Return to SO/HR