SAN FRANCISCO COMMUNITY COLLEGE DISTRICT AND AMERICAN FEDERATION OF TEACHERS, LOCAL 2121

COMPLETE FULL TEXT PACKET
IMPLEMENTING TENTATIVE AGREEMENT OF JULY 11, 2016
~FINAL~

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NOTE: In addition to the agreements set forth below, the parties further agree to withdraw their currently active Unfair Labor Practice charges, for the Union to withdraw it's 50% law challenge, and for both parties to recommend the resolution to their Principals.

ARTICLE 1.A (TERM)

This Agreement is between the San Francisco Community College District (hereinafter referred to as "District" or "Board") and the San Francisco Community College District Federation of Teachers, AFT, Local 2121, AFL/CIO (hereinafter referred to as "Union" or "Local") and is effective on July 1, ~~2013~~**2015** and shall remain in full force and effect through June 30, ~~2015~~**2018** unless otherwise indicated herein.

ARTICLE 1.D (REOPENERS)

It is agreed by and between the District and the Union that the following specified Articles and sections of the current Collective Bargaining Agreement, as amended, shall be subject to reopener negotiations during the term of this Agreement.

Articles 21.A.1 and 21.B.3.1

District contributions to medical rates will be reopened as soon as 201**8**~~5~~ rates are available.

ARTICLE 5.A (NON-DISCRIMINATION)

~~**The District and the Union agree not to discriminate against any faculty member on the basis of race, color, ethnic group identification, national origin, religion, gender, age, marital status, handicap conditions, medical conditions, sexual orientation or status as a Vietnam era veteran.**~~

City College of San Francisco prohibits discrimination on the basis of race, religion, sex, national origin, creed, ethnicity, age, physical or mental disability, political affiliation, sexual orientation, ancestry, color, medical condition (e.g., cancer or cancer related illness; HIV/AIDS or related conditions), genetic characteristics (e.g., non-symptomatic

carriers of inheritable diseases), gender identity, marital or domestic partner status, parental status, veteran status, height, or weight.

ARTICLE 7.F.1 (BULLETIN BOARDS/MAILBOXES FOR COMMUNICATING WITH MEMBERS)

1. The Union shall have the right to use institutional bulletin boards, mailboxes, subject to reasonable regulations and without charge. The Union may send e-mail to faculty members at their District e-mail addresses. Faculty members shall have the right to use District-owned or personal computers to communicate about Union business with each other and with their Union representative(s) by means of the District's e-mail system.

   1.1 Mailbox Procedures ~~**– City College, Ocean Campus**~~

      1.1.1 District shall box labeled mail in the main mailboxes.

      1.1.2 District shall deliver mail in bulk to ~~**the following**~~ **worksite** locations~~**.:**~~

~~**Environmental Horticulture**~~ ~~**EOPS**~~
~~**Hotel & Restaurant**~~ ~~**Counseling**~~
~~**Photography**~~ ~~**North/SouthGyms**~~
~~**Reentry Program**~~ ~~**Airport**~~

~~**1.1.3 District shall provide Union with keys to the following locations where Union shall distribute its own mail.**~~

~~**Cloud Hall – Business Department**~~
~~**Arts Building – 1st and 2nd floors**~~
~~**Batmale Hall**~~
~~**Library**~~
~~**Science Building**~~

ARTICLE 7.I.3 (UNION LEAVES)

The Union may request short-term leave for the purpose of permitting AFT Local 2121 representatives ~~**who are not elected officers**~~ to attend and represent AFT Local 2121 at meetings or conferences. Except in emergency situations or when waived by management, a request for short-term leave shall be provided to the District's Office of Employee Relations at least 20 days in advance. Such leave will be granted without loss of compensation to the unit member. The Union, upon the District's request, shall reimburse the District for the cost of any

instructional or instructionally-related substitute utilized in connection with the short-term leave.

ARTICLE 7.J (INFORMATION TO THE UNION)

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4.1 District shall provide Union, without cost, at the time of submission to the Board of Trustees:

1. One copy of CCFS-311, 311(Q), 311(L), CCAF 320;
2. One copy of "Community College President's Study" (ACCCA) (when available);
3. One copy of "CCSF Faculty Load Report" (when available);
4. One copy of "Self-Study and Team Accreditation Reports";
5. One copy each of "Preliminary, Tentative, Publication and Final Budget" in adopted form;
6. **Copies of the P1 and P2 "Apportionment Attendance Reports"**
7. **One Copy of the 320 Attendance Report.**

4.2 District will provide one copy of the District's Full-Time Faculty Obligation Report submitted to the State Chancellor each fall, including the underlying report data.

4.3 District will provide Union with an electronic version of the Schedule of Classes during the first week of instruction in each fall and spring semester.

5. District will regularly provide the Union on no less than a quarterly basis with its detailed revenue and expenditure forecasts for the current budget year in the General Fund and Categorical Accounts.

6. District will provide Enrollment and Cancellation Reports to the Union at least on a weekly basis when such Reports are produced, and more frequently if such Reports are produced more frequently.

ARTICLE 8.R (NEW SUBSECTION: "USE OF DISTRICT EMAIL")

Unit members shall use District email for official District communications regarding their professional responsibilities with administrators, Department Chairs, and staff. Unit members shall regularly check their District email for communications from the District

and students. Unit members shall provide students their District email address and shall encourage students to utilize such address in email communications regarding their studies.

ARTICLE 9 (EVALUATIONS)

NOTE: The following text is in legislative style as to additions and deletions from current language, but does not show where text has been moved from one location to another without any other change.

A. General Provisions

1. Purpose

1.1 The purpose of faculty evaluations is to recognize the strengths and special qualities of the evaluatee and to define areas that need improvement.

1.2 All evaluations – self, peer, peer management, and student – shall be completed on the agreed-upon forms included in Exhibits D, H and J.

2. Course Documents – If the faculty within a department decides it is appropriate, each evaluatee within the department will be required to submit to the Chair of the Evaluation Committee three representative documents which demonstrate that the course outline is being followed or that appropriate duties are being fulfilled. The documents can include, but are not restricted to, assignment sheets, exams, classroom exercises, and correspondence. Within the department the types of documents will be the same for all faculty in the department, but selection of the particular documents shall be at the discretion of the evaluatee. An evaluatee may elect to submit more than three documents.

3. Student Evaluations – Student evaluation shall be a part of every evaluation of every classroom instructor. Not every class need be surveyed, unless the evaluatee or the evaluators so request. Non-classroom faculty may also be so evaluated, provided that the members of the department determine that student evaluation is appropriate.

3.1 Student questionnaires shall be uniform, to the extent possible, for all classroom faculty.

3.2 The distribution and gathering of the student evaluation forms shall not be done by the evaluatee.

3.3 Completed questionnaires and computer printed summaries shall be forwarded to the evaluators who shall prepare appropriate summaries of the results. The summaries shall become part of the evaluation report.

3.4 Completed questionnaires may be viewed by the evaluatee only after the evaluatee's final grades have been turned in.

3.5 Non-classroom disciplines/departments may develop student evaluation forms subject to approval by the Union and the District.

4. Evaluation Calendar

Managers, evaluators, and evaluatees shall endeavor to meet the following deadlines:

By End of Week 1:	~~**Evaluatees are notified**~~**. <u>Evaluation notice is sent to the evaluatee's District email address.</u>** (This may be done during the second half of the preceding semester.)
By End of Week 2:	Evaluatees indicate evaluation method and if an evaluator from outside the department is desired. ~~**Evaluatees also indicate intention to make arrangements for videotaping.**~~
By End of Week 4:	Names of evaluators are sent to the evaluatee and the names of evaluators not scheduled to do evaluations are sent to the appropriate administrator.
By End of Week 6:	Evaluators are notified
Weeks 6-10:	Student evaluation is conducted. Weeks may vary for student evaluations for short-term courses.
By End of Week 10:	Self-evaluation is concluded. Documents are submitted.
By End of Week 11:	Preliminary conferences are completed. First observations are completed.

By End of Week 14: Second observations are done, if needed.

By End of Week 16: Evaluation is concluded, signed by evaluatee, and turned in to administration.

B. Regular Full-time Tenured Faculty

1. Timeframes

1.1 **Faculty** shall be evaluated at least once in every three academic years. ~~**Effective Academic Year 2009-2010,**~~ In order to achieve a better balance in the workload of department faculty involved in faculty evaluation and other professional responsibilities, Department Chairpersons ~~**or designees**~~, **in consultation with the Dean and** with the written consent of the evaluatee may reschedule an evaluation (1) for up to two semesters prior to the regularly scheduled evaluation or (2) for up to one semester after the regularly scheduled evaluation **but in no case shall any such rescheduling cause the evaluation to occur outside the three academic year window**.. Additional evaluation shall be allowed pursuant to **9.B, above**~~**9.D, below**~~.

1.2 Shall be notified no later than the end of the first week of the semester they are to be evaluated in, other than **9.B, above**~~**9.D, below**~~. Faculty may be notified during the second half of the preceding semester that they are to be evaluated during the following semester. Where such notice is not possible because the faculty member is on leave or otherwise unavailable, notice will occur no later than the first week of the semester in which he/she is to be evaluated. This section does not apply to faculty undergoing management-initiated evaluation (Article ~~**9.D**~~**9.B**).

1.3 Shall be provided one week to select and return the choice of a method of evaluation, as reflected in the choice of evaluation form. If no method of evaluation is selected, Peer Evaluation will be used.

1.4 Shall have the option of being evaluated by ~~**either**~~ **(a) Peer Evaluation, (b) Peer-Management Evaluation, or (c)** Self-Evaluation with Peer Review, ~~**Peer Evaluation or Peer-Management Evaluation,**~~ consistent with the following provisions:

2. Evaluation Options (for regular full-time tenured faculty)

2.1 Peer Evaluation **(for regular full-time tenured faculty)**

2.1.1 Peer evaluation shall be coordinated through the appropriate administrator or designee. Full-time regular and second-, third-and fourth-year contract faculty members shall be obligated, if needed, to serve as evaluators two times each year without compensation. If the services of full-time faculty members are not needed within a department, the names of these faculty members shall be sent to the appropriate administrator or designee. The administrator or designee may then assign these faculty members to do evaluations in departments where there are not sufficient evaluators or to do evaluations for those faculty who have requested an evaluator from outside the discipline or department. A Department Chair or supervisor may serve as a peer evaluator if there are not sufficient peer evaluators in the department and **subject to agreement by the evaluatee** ~~**if evaluatee gives written permission when he/she selects a method of evaluation**~~. This does not preclude said Department Chair/supervisor from serving as a management designee in a subsequent evaluation of that faculty member or of any other faculty member.

2.1.2 The ~~**manager/designee**~~ **Department Chairperson** shall select two or three peer evaluators **in consultation with the Dean**. The team shall ordinarily consist of three members but may be reduced to two based on departmental workload. Wherever possible, teams shall represent the diversity of California and be sensitive to affirmative action concerns (Ed. Code §87663(d) and see also Article 4). Where possible, the evaluators shall be from the same or a related department as the evaluatee. The evaluatee may elect to have one of the evaluators be from another discipline or department**, with the Department Chair having final authority, in consultation with the Dean, to designate the specific evaluator from another discipline or department**. The evaluatee shall have the right, within three **working** days of receipt of the notification, without stating cause, to make up to three (3) disqualifications, in writing, from those originally selected. The evaluators shall not be notified until the challenge period has passed. The ~~**manager/designee**~~ **Department Chairperson** shall **recommend** ~~**select**~~ a chair **for** ~~**of**~~ the evaluating team. The chair of the evaluating team shall have the responsibility of facilitating the evaluation process and obtaining proper signatures, when necessary.

2.1.2.1. No faculty member may serve as an evaluator for a faculty member and also be evaluated by that same faculty member in the

same semester. This provision may be waived by the appropriate Dean~~/**Director**~~.

2.1.2.2. Except as provided in this section ~~**(4.2.2.2)**~~ (**9.B.2.1.2.2)**, the two- (2) member evaluation team shall follow the same evaluation procedures as a three- (3) member team.

In the event that the two- (2) member evaluation team is unable to agree on the overall evaluation rating, the evaluators will endeavor to reach a consensus in consultation with the Dean responsible for faculty evaluation. In their attempt to reach consensus, the evaluators may, if time allows, conduct a second classroom or work site visitation(s). Thereafter, if the evaluators are unable to reach a consensus evaluation, the evaluation will be deemed incomplete. The evaluatee will undergo peer evaluation by a three-person team in the following semester, no member of which shall have served on the previous two- (2) member evaluation team.

2.1.3 The evaluators shall conduct formal work site or classroom visitation(s)~~**, or, when staff, equipment and facilities are available, the evaluatee may arrange to have a class or other activitie videotaped and to have the evaluators observe that videotape in lieu of the classroom/work site visitation(s)**~~. For online classes, classroom visitation is defined as viewing the class in the learning management system using a reviewer role.

2.1.4. **Evaluators shall utilize all criteria listed in the evaluation form. Faculty shall consult with the Department Chair to obtain information which is directly relevant to those criteria but which cannot be obtained through direct observations. Deficiencies must be factually substantiated.**

2.1.5 The evaluatee shall be notified of the day and time for the formal evaluation visitation(s) at least one (1) week in advance.

2.1.6 Consistent with the Evaluation Calendar, Section 9.A.4, above, and at least one (1) week before the first classroom/work site evaluation visit ~~**or videotaping occurs**~~, the evaluators shall confer individually or collectively with the evaluatee, and the evaluators shall also confer individually or collectively with the evaluatee within two (2) weeks after

the classroom/work site evaluation ~~**or videotaping**~~ has occurred. The evaluators shall decide as a committee whether the conferences shall be with the entire committee or individually.

2.1.7 Within two (2) working days after the formal classroom or work site visitation(s), the evaluatee shall have the option of having the evaluators repeat the classroom or work site visitation(s).

~~**4.2.6.1 Within two (2) working days after the videotaping of a class or other activity, the evaluatee shall have the option of requesting regular observation in lieu of having the videotape viewed by the evaluators.**~~

2.1.8 If the evaluators anticipate writing an ~~**unfavorable or**~~ unsatisfactory evaluation report, the evaluators shall so inform the evaluatee at the post-evaluation conference. The evaluators shall repeat the classroom or work site visitation(s) within ten (10) working days after the post-evaluation conference. **If the reason for the unsatisfactory report is not classroom or worksite related, the second visitation is not necessary.** If, as a result of the second visitation(s), the evaluation cannot be completed within the Evaluation Calendar, Section 9.A.4, above, such time limits shall be waived.

2.1.9 The evaluatee, upon receiving the evaluation report form, shall sign or initial the report indicating he/she has received it. If the evaluatee refuses to sign the report, the chairperson of the evaluation committee shall so indicate and sign his/her own name.

2.1.10 The evaluatee may wish to file a response to the report, in which case the response must be filed within ~~**one week**~~ **fifteen (15) working days** after receiving the report. Such response shall be attached to the report and placed in the evaluatee's personnel file.

2.1.11 **Completed evaluation documents will be forwarded to the appropriate Department Chairperson and Dean for review and appropriate follow-up action.**

2.1.12 **Possible Evaluation Outcomes are described at Section 9.F below.**

2.2 Peer Management Evaluation **(for regular full-time tenured faculty)**

2.2.1 Peer-Management Evaluation shall be the same as Peer Evaluation except that the evaluation team shall be composed of the two faculty members **selected by the Department Chair in consultation with the Dean** and one management employee ~~**or designee**~~ **recommended by the Department Chairperson and approved by the Dean**. The evaluatee shall have the right to make three disqualifications in the same manner as in Peer Evaluation, including the management evaluator except under Section **9.D, below** ~~**9.B.2, et seq**~~.

2.2.2 **Possible Evaluation Outcomes are described at Section 9.F below.**

2.3 Self-evaluation with Peer Review (for regular full-time tenured faculty)

2.3.1 Self-evaluation shall be completed on the appropriate forms. If departments elect to add questions, the questions must be **pre-**approved by the Union and the District. The completed self-evaluations shall be submitted to the ~~**appropriate Dean/Director/designee by the deadlines provided in the Evaluation Calendar. The completed self-evaluation shall then be forwarded to the**~~ chair~~s~~ of the evaluation committee .

2.3.2 The peer evaluators shall be selected in the manner provided in Section**s** **9.B.2.1.1 and 9.B.2.1.2** ~~**4.2**~~.

2.3.3 If an evaluatee fails to complete and submit a signed self-evaluation when due, the ~~**Chancellor/designee**~~ **Appropriate Vice Chancellor/ Associate Vice Chancellor** may require a Peer-Management evaluation to be conducted. Such failure to complete and submit a self-evaluation shall be documented and placed in the evaluatee's personnel file.

2.3.4 If the peer evaluators determine the self-evaluation and other materials are acceptable, the evaluatee shall be so notified, and the self-evaluation shall be **signed off on by the chairperson of the evaluation committee and then forwarded** ~~**turned in to**~~ to the appropriate **Department Chairperson and Dean** ~~**administrator with indication of approval**~~.

2.3.4.1 If the Peer evaluators identify problems in the self- evaluation which might be remedied by revising the document, the evaluatee shall be notified as soon as possible and given two weeks to submit a revision. If the revision is acceptable, the evaluatee shall be so notified, and the self-evaluation shall be turned in to the Appropriate **Vice Chancellor/Associate Vice Chancellor**

~~**administrator**~~ with indication of approval. **If the revision is deemed unacceptable, the Department Chair shall consult with the Dean, the evaluatee and the team to determine whether a follow-up Peer evaluation in the following semester is appropriate.**

2.3.5 After reviewing the self-evaluation, student evaluations~~**,**~~ **(**if used**)**, and supporting documents~~**,**~~ **(**if used**)**, the evaluating team may recommend re-evaluation under Section **9.D** ~~**9.B.2**~~ by turning in to the ~~**appropriate administrator**~~ **Associate Vice Chancellor** the evaluation report with written rationale for recommending re-evaluation. The peer committee evaluators shall use an official form to notify the evaluatee of its recommendation to the Chancellor. The evaluatee must sign the form to indicate he/she has received notice of the committee's decision and its written criticism of the self-evaluation. This signed recognition does not imply acceptance of the recommendation of the committee. The evaluatee may submit written objections to the conclusion of the peers. If the Administration decides to proceed with re-evaluation, the evaluation must take place not later than the subsequent semester according to the provisions of **9.D** ~~**9.B.2**~~.

2.3.6 Self-evaluation may be elected by an evaluatee only one time within a **twelve** ~~**six**~~ year period.

2.3.7 **Possible Evaluation Outcomes are described at Section 9.F below.**

2.3.8 The self-evaluation, supporting documents, and reports of the evaluating committee shall be retained in the employee's Personnel File in the manner that all evaluations are kept.

C. Regular Full-time Tenured Non-Classroom Faculty

1. Evaluations shall be conducted generally in the same manner as those of instructional faculty, but shall also be based on observations, contact, and student questionnaires where appropriate.

2. Student questionnaires for non-classroom faculty members shall be appropriate to their position, and uniform within the department. Where utilized, they shall be in sufficient number to ensure a cross-section of opinion as determined by the evaluators.

3. Where student questionnaires are utilized, summaries of the results will be a part of the

final report.

4. Failure to conduct, submit, or sign appropriate evaluation reports shall subject the evaluatee to the provisions stated for regular full-time tenured faculty above.

D. Faculty Undergoing Management-Initiated Evaluation

1. **Deans or Department Chairpersons** ~~**Management or supervisors**~~ may visit any class**,** ~~**or**~~ observe any academic activity**, or review any professional obligation reflected in the evaluation criteria** ~~**for purposes of observation and review of academic activities**~~. Such visits**,** ~~**or**~~ observations **or reviews** are not part of the evaluation process or procedure except for the procedures of **9.D.1.1 through 9.D.2** ~~**9.B.1.1. through 9.B.2.1.4**~~. When possible, classroom visits will begin simultaneously with the beginning of the class session.

   1.1 If ~~**any**~~ such ~~**a**~~ visit**,** ~~**or**~~ observation **or** review produces **an** unfavorable ~~**review**~~ **assessment**, the **Dean or Department Chairperson** ~~**manager or supervisor**~~ shall immediately prepare a detailed letter (Observer's Findings) marked confidential, and submit it to the **appropriate Vice-**Chancellor requesting that an immediate Peer-Management evaluation be conducted. ~~**The provisions of Section C.4.2.2 shall not apply.**~~

   1.2 If the **appropriate Vice-**Chancellor determines that no evaluation is to occur, the Observer's Findings and all copies shall be destroyed.

   1.3 If the **appropriate Vice-**Chancellor determines an evaluation is to occur, he/she shall inform the faculty member ~~**according to the provision of 9.B.2,**~~ including a succinct statement of the areas of concern.

   1.4 If the subsequent evaluation is satisfactory, the **appropriate Vice-**Chancellor**/Associate Vice Chancellor**'s letter triggering the evaluation will be sealed. The sealed letter shall be maintained in the District's Employee Relations Office. A cross-reference to the sealed document shall be placed in the employee's personnel file. If the subsequent evaluation is unsatisfactory, the letter will remain in the file.

   1.5 If, due to the circumstances of the case, the faculty member is not available for evaluation, or is incapable of having an evaluation conducted, the Observer's Findings shall be processed in accordance with Article 11, Personnel Files. **The evaluation shall occur upon the availability of the instructor.**

2. Where deemed warranted, a Peer-Management evaluation shall be initiated by means of a letter to the faculty member from the **Vice-**Chancellor or **Dean ~~designee~~**. This letter shall be included in the personnel file in accordance with Sections **9.D.1.2** **~~9.B.1.2~~** and **9.D.1.4** **~~9.B.1.4~~**.

   2.1 Should the evaluation committee recommend unanimously that the employee be re-evaluated after being given assistance and suitable time for improvement, the following shall apply.

      2.1.1 A letter from the committee shall be written to the faculty member detailing areas that need improvement and possible means to achieve this improvement. If the subsequent evaluation is satisfactory, this letter shall be sealed. The sealed letter shall be maintained in the District's Employee Relations Office. A cross-reference to the sealed document shall be placed in the employee's personnel file. If the subsequent evaluation is unsatisfactory, the letter shall be placed in the evaluatee's personnel file.

      2.1.2 The re-evaluation shall not occur sooner than ten weeks.

      2.1.3 The subsequent evaluation shall follow the procedures in **~~9.C.4.3~~** **9.B.2.2** except that the team may include the same administrator, but the faculty shall be different. The provisions of Section **~~C.4.2.2~~** **9.B.2.1.2.1** shall not apply.

3. Evaluatees may disqualify a Dean/Director/designee in writing without cause in the first evaluation under **~~9.B.2~~** **9.D.2** but not in a subsequent evaluation.

E. **~~Temporary Part-Time Evaluation~~** **Evaluation of Temporary Employees: includes Part-Time, Categorical Full- and Part-Time, and Long Term Substitutes (LTS)**

1. The evaluation of temporary **~~part-time~~** faculty, shall follow the same procedures, use the same form and the same criteria as the evaluation of **tenured** **~~full-time~~** faculty in the same department, except as follows:

   1.1 A Temporary **faculty** **~~part-time instructor~~** shall have the option to request self-evaluation with peer review, only following two (2) satisfactory evaluations without a break in service, as defined in Article 20, Section C.2.1.3. Subsequent self-evaluation with peer review is an option only once every **~~twelve (12)~~** **twenty-four (24)** semesters.

   1.2 Criteria for evaluation which are inappropriate for **~~temporary~~** part-time faculty, such as extracurricular contributions or committee work, shall bear the notation on

the evaluation form "This section does NOT pertain to part-time faculty" and those criteria shall not be evaluated for any ~~**temporary**~~ part-time faculty. **Full-time categorical and full-time temporary (LTS) employees are still expected to do such work and should be evaluated on this work.**

1.3 Every temporary ~~**part-time**~~ faculty member must be evaluated within the first year of service. Thereafter, evaluation shall be at least once every six (6) regular semesters

1.4 Evaluation shall be done by two peers instead of three. In the case of a Peer-Management evaluation, evaluation shall be done by one peer and the manager.

1.5 **Without stating cause,** the evaluatee shall have the right to make two disqualifications **from those originally selected**.

1.6 The following changes may be made in evaluation procedures for temporary faculty not in their first year.

1.6.1 There ~~**may be either one or**~~ **shall be** two evaluators**, unless the evaluatee agrees on the pre-selection form to having only one evaluator**. **In the case of a single** ~~**If there is one**~~ evaluator, the evaluatee will be allowed one disqualification **without cause**, in writing, instead of two.

~~**1.6.2 If there is one evaluator and the evaluation is not acceptable to the evaluatee, he/she will, upon written request, be re-evaluated. The first evaluation will be sealed. The sealed evaluation shall be maintained in the District's Employee Relations Office. A cross-reference to the sealed document shall be placed in the employee's personnel file. The second evaluation will be done by a two-member evaluation team. The second evaluation team will not be shown the first evaluation, nor be informed of its results. The original evaluator will not be on the second evaluation team. The second evaluation will become the official evaluation. The evaluatee will be allowed one disqualification, in writing, without cause in each evaluation.**~~

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NOTE: PREVIOUS SECTIONS 9.F (CATEGORICAL EMPLOYEES) AND 9.G (FULL-TIME TEMPORARY FACULTY (LONG-TERM SUBSTITUTES)) HAVE BEEN DELETED IN THEIR ENTIRETY.

F. Evaluation Outcomes (For All Faculty Except Those Undergoing Tenure Review)

1. ***Satisfactory:*** If the overall evaluation report rating is Satisfactory, the evaluatee will be scheduled for another evaluation in three years, pursuant to **Section 9.B.1 ~~9.C.1~~**.

2. ***Satisfactory But Needs Improvement:*** If the overall evaluation report rating is Satisfactory but Needs Improvement, the evaluators shall, in consultation with the evaluatee and the Department Chair, develop an improvement plan with specific goals, suggested means of achieving those goals and timelines for completion. The improvement plan will be presented to the evaluatee at the final conference. The faculty member will be scheduled for another evaluation in three years, in accordance with **Section 9.B.1** **~~9.C.1~~**. **The Dean shall receive a copy of the improvement plan.**

   2.1 Evaluatees receiving an overall evaluation report of Satisfactory but Needs Improvement shall have the completion of their improvement plan documented as follows:

      2.1.1 By the end of week 12 of each semester following the evaluation, the evaluatee shall submit to the Department Chair**person** **~~or designee~~** **and the Dean** a report detailing the extent to which the elements of the improvement plan have been achieved. **~~A designee in this and the following subsections may not be a bargaining unit member, unless by mutual agreement.~~**

      2.1.2 If, upon review and discussion of the report with the faculty member, the Department Chair**person** **~~or designee~~** determines that all elements of the improvement plan have been substantially achieved, then the Department Chair**person** **~~or designee~~** shall (1) inform the faculty member that no more reports are necessary, and (2) write a letter to be included in the personnel file to document completion of the improvement plan. **The Dean shall receive a copy of such documentation.**

      2.1.3 If, upon review and discussion of the report with the faculty member, the Department Chair**person** **~~or designee~~** determines that satisfactory progress has been made towards the goals of the improvement plan but elements of the improvement plan remain unfinished, then the Department Chair**person** **~~or designee~~** shall so inform the faculty member in writing. The faculty member will continue to submit reports in accordance with **Section 9.F.2.1.1**

~~9.C.4.2.12.1~~. **The Dean shall receive a copy of such documentation.**

2.1.4 If, upon review and discussion of the report with the faculty member, the Department Chair**person** **~~or designee~~** determines that insufficient progress is being made on the elements of the improvement plan, the Department Chair**person** **~~or designee~~** shall inform the faculty member and the Office of Instruction in writing. The Department Chair**person** **~~or designee~~** will have the option of modifying the improvement plan goals and/or timeliness for completion. The faculty member will continue to submit reports in accordance with **Section 9.F.2.1.1** **~~9.C.4.2.12.1~~**. The improvement plan will be provided by the Office of Instruction to the subsequent evaluation team if either (1) elements of the improvement plan remain unfinished by the time of the next evaluation, or (2) the Department Chair**person** **~~or designee~~** determines that insufficient progress has been made in two or more semesters. The faculty member may provide a written statement about their progress towards completing the improvement plan during the pre-conference of the subsequent evaluation. **The Dean shall receive a copy of the foregoing documentation.**

2.1.5 If the faculty member fails to submit a report in accordance with **Section 9.F.2.1.1** **~~9.C.4.2.12.1~~**, the Department Chair**person** **~~or designee~~** may, after conferring with the faculty member, write a letter to be included in the personnel file documenting the failure to submit a report. The faculty member may rebut the letter but may not appeal placement of the letter in his/her file. **~~Repeated~~** Failure to submit a report shall be reported to the **appropriate Vice** Chancellor **/ Associate Vice Chancellor** **~~designee~~** so that a determination may be made if follow-up evaluation in accordance with **Section 9.D.2** **~~9.B.2~~** is warranted. **The Dean shall receive a copy of the foregoing documentation.**

3. ***Unsatisfactory:*** If the overall evaluation report rating is Unsatisfactory, the evaluators shall, in consultation with the evaluatee and the Department Chair**person**, develop an improvement plan with specific goals, suggested means of achieving those goals, and timelines for completion. The improvement plan **shall be submitted to the Dean for approval, and approved, before being** **~~will be~~** submitted to the evaluatee at the final conference.

3.1 Evaluatees receiving an overall evaluation report rating of Unsatisfactory shall have a copy of their evaluation sent to the **appropriate Vice** Chancellor **/ ~~designee~~ Associate Vice Chancellor and the Dean** so that a determination may be made if follow-up evaluation in accordance with **Section 9.D.2 ~~9.B.2~~** is warranted. Follow-up evaluation **~~following~~ after an** Unsatisfactory **evaluation** will normally be done in the following semester

3.2 **Student evaluations will, whenever appropriate as determined by the Department Chair or Dean, be conducted for all classes taught in the subsequent semester by any faculty member receiving an overall evaluation report rating of Unsatisfactory.**

G. Probationary Faculty Undergoing Tenure Review

1. General Provisions

1.1 Tenure review shall be in accordance with this **Section 9.G** **~~Article 9.D~~**, Exhibits G, H, and J.

1.2 Early tenure shall be governed by the terms of Exhibit K **and Section 9.G.8**.

2. Tenure Review Committees:

2.1 Tenure Review Committees shall evaluate contract employees and make recommendations to the Board of Trustees concerning tenure and/or retention in contract status.

2.2 The Tenure Review Committees shall ordinarily consist of four faculty members and the immediate supervisor of the contract employee. The immediate supervisor is the lowest level non-bargaining unit member who has supervision over the employee. **A Dean may serve on the Committee when he or she is the immediate supervisor, where the immediate supervisor is out sick or on other leave status, where enough faculty are not otherwise available, as the replacement for an immediate supervisor who has been disqualified pursuant to Section 9.G.7.1, or where the Dean is the only available faculty member with subject matter expertise or is needed for diversity purposes.** A department of eight tenured faculty members or fewer may choose to use only two faculty members and the immediate supervisor of the contract employee, or it may choose to function as a committee-of-the-whole, provided that the committee-of-the-whole has at least three members, including the supervisor. Departments having a significant number of faculty under tenure review, or significant workload additional to tenure review,

may opt to have Tenure Review Committees that consist of either two or three faculty members and the immediate supervisor of the contract employee. All faculty members of the Tenure Review Committees must be tenured.

2.2.1 The immediate supervisor shall select the faculty members in consultation with **the Dean and** the chairperson of the Hiring Committee that interviewed the contract employee. If the chairperson of the Hiring Committee is not available, the supervisor will consult with one or more members of the Hiring Committee. Service on the committee shall be voluntary. If the supervisor is unable to recruit the required number of faculty members from volunteers within the department, he/she shall endeavor to remedy the situation by seeking a committee member(s) from a related discipline. If the supervisor cannot find a faculty member(s) in a related discipline, he/she shall inform the **Appropriate** Vice Chancellor/~~**designee**~~ **Assistant Vice Chancellor**, who shall have the authority to select a volunteer(s), district-wide, to achieve the required number.

2.2.2 **Subject to Article 4.B,** the supervisor shall endeavor to represent the diversity of California in his/her appointments. No Tenure Review committee shall consist of all men or all women or be all of the same ethnicity. If the immediate supervisor cannot achieve this balance from volunteers within the department, he/she shall endeavor to remedy the situation by seeking a committee member(s) from a related discipline. If the supervisor cannot find a faculty member(s) in a related discipline, he/she shall inform the **appropriate** Vice Chancellor/~~**designee**~~ **Associate Vice-Chancellor**, who shall have the authority to select a volunteer(s), district-wide, to achieve the proper ethnic or gender balance.

2.2.3 The immediate supervisor shall supply the **appropriate** Vice Chancellor/~~**designee**~~ **Associate Vice-Chancellor**, with the names of all members on Tenure Review committees.

2.2.4 If a new supervisor assumes authority, he/she shall take the supervisor's position on all Tenure Review Committees. Whenever a member of the Tenure Review Committee resigns, or retires, or takes a leave of absence of more than one year, the supervisor will appoint a replacement according to the original appointment procedures. Whenever a member of the Tenure Review Committee takes a leave for one year or less, the supervisor will appoint a replacement for the duration of the leave according to the original appointment procedures.

2.2.5 Each member of the Tenure Review Committee must have attended an orientation for Tenure Review Committee members within the last four academic years.

3. Tenure Review Committee Procedures

3.1 Each Tenure Review Committee will elect a faculty member as its chair. Ordinarily, a faculty member should chair no more than one Committee. If the supervisor is the only tenured member of a department, he/she shall have the option of being the chair of the committee.

3.2 All faculty members of the Tenure Review Committee shall make direct visitations of the contract employee. However, the supervisor shall not be obligated to make classroom visitations in the case of classroom instructors, though he/she is encouraged to do so.

3.3 Visitations shall be subject to these conditions:

3.3.1 The evaluatee shall be notified of the day and time for the formal evaluation visitation(s) at least one (1) week in advance. There must be a pre- conference and a post-conference between the committee member(s) and the evaluatee for each visitation. The times and dates of the conferences shall be noted on the working documents by the evaluator. ~~**(See 4.3.4 below.)**~~

3.3.2 Within two working days after the formal classroom or working site visitation(s), the evaluatee may request that the committee member repeat the visitation.

3.3.3 Subject to the provisions of **Section 9.G.3.3.1** ~~**4.3.1**~~ (above), the committee member may make a second visitation at his/her discretion. For each committee member visitations should be limited to twice a semester.

3.3.4 Each time a committee member makes a visitation, he/she must complete the Peer-Management Evaluation Form for Contract Employees Under Tenure Review as a working document **(**Exhibit J**)**. These working documents shall be retained by the Committee chair until such time as the employee acquires tenure, at which time they shall be destroyed. The documents shall be made available to the Board of Trustees under conditions described in Section ~~**7.9**~~ **9.G.6.10, below**, and to the employee

and all relevant parties under conditions described in Article 22.F.6.2.

3.3.5 After the first year, the Tenure Review Committee may decide that not all Committee members need to do direct visitations, but at least three of the Tenure Review Committee members must do visitations if there is to be an evaluation.

3.4 The Tenure Review Committee will prepare a consensus evaluation in each semester of evaluation. A complete evaluation will be done in semesters 1, 3, 5, and 7 of the probationary period, but student evaluation is not required in each of these semesters. (See Section ~~6~~ **9.G.5**) The Tenure Review Committee may elect to do evaluation in semesters 2, 4 or 6 of the probationary period. If the Committee elects to do an evaluation in semester 2, 4 or 6, the Tenure Review Committee chairperson is required to inform the ~~**Dean of Instruction, Curriculum, and Tenure Review**~~ **appropriate Associate Vice Chancellor** in writing by the end of the 16th week of the prior (fall) semester. ~~**For early tenure review candidates approved for consideration by the Chancellor, the Tenure Review Committee is required to conduct an evaluation in semester 2. This requirement applies in semester 4 as well for early tenure candidates unless they received tenure at the conclusion of the first year.**~~ The Tenure Review Committee shall not conduct an eighth semester evaluation.

3.4.1 The elected chair of the Tenure Review Committee will prepare a draft for a consensus evaluation using the same form as the working documents.

3.4.2 The Tenure Review Committee, or its majority, will prepare a consensus statement to which non-concurring members must attach dissenting reports.

3.4.3 The consensus report should be based upon the following:

3.4.3.1 Teaching effectiveness or performance of duties (direct visitation/working documents)

3.4.3.2 Tenure Portfolio (See Departmental Guidelines)

3.4.3.3 Student Evaluation (See below)

3.4.3.4 Professional Activities (See Departmental Guidelines)

3.4.4 The evaluatee shall have the opportunity to see and comment upon his/her

evaluation.

3.4.4.1 The evaluatee, upon receiving the evaluation report form, shall sign or initial the report indicating he/she has received it. If the evaluatee refuses to sign the report, the chair of the evaluation committee shall so indicate and sign his/her own name.

3.4.4.2 The evaluatee may wish to file a response to the report, in which case the response must be filed within one week after receiving the report. Such response shall be attached to the report and placed in the evaluatee's personnel file.

3.4.5 The Tenure Review Committee may waive time lines in order to meet the March 15 notification deadline in the spring semester.

4. Compensation for Tenure Review Committee Members and Mentors

4.1 In order to be compensated for participation in Tenure Review, ~~**each member of**~~ the Tenure Review Committee **member** must have attended an orientation for Tenure Review Committee members within the last four academic years.

4.2 Each faculty member of the Tenure Review Committee who conducts direct visitations shall receive nine hours in instructionally-related pay per semester of evaluation for each contract employee under consideration. The Chair of the Tenure Review Committee will receive an additional 8 hours of instructionally-related pay. During semesters in which direct visitations are not made, there shall be no compensation.

4.3 If a department is acting as a committee-of-the-whole, the committee shall receive up to 44 hours of instructionally-related pay for each semester in which direct visitations are made, except that no committee member shall receive greater compensation than provided in **Section 9.G.4.2** ~~**5.2**~~ above.

4.4 Each mentor shall receive 18 hours of instructionally-related pay per semester. No mentor shall work with more than one contract employee. (See Guidelines.) No mentor shall evaluate an employee for whom he/she is a mentor.

4.5 Effective upon ratification of this Agreement, all Tenure Review compensation pursuant to Section **9.G.4** ~~**9.D.5**~~ shall be suspended through **7/1/18** ~~**7/1/16**~~. Full-Time tenured faculty shall be expected to serve on one tenure review committee per year, if needed, as part of their professional responsibility.

5. Student Evaluation**s for Tenure Review Candidates**

Student evaluation shall be done in the same manner as for tenured faculty except that all classes of a contract employee must be surveyed when possible. ~~**At a minimum,**~~ Student evaluations must be done in **all years of the tenure review process.** ~~**each of the first three years. The Tenure Review Committee may elect to conduct more student evaluations as needed. (See 4.3.5.)**~~

6. The Recommendation/Decision Process **and Timelines for Tenure Review Candidates**

6.1 Tenure review is a four year process, except for rare and exceptional instances in which faculty may be considered for early tenure, addressed in Section 9.G.8 below.

6.2 In the following paragraphs, "first semester" means the first fall semester of employment; "second semester" means the subsequent spring semester; "third semester" means the second fall semester of employment, and so on.

6.2.1 Where the first year contract employee has served as a full-time temporary academic employee (LTS), or a full-time grant/categorical employee for the complete academic year prior to his/her appointment as a contract employee, the previous year's employment shall be deemed a year of contract employment in accord with Education Code §§ 87478 and 87470. For purposes of tenure review, the two semesters of temporary or grant/categorical full-time employment shall be deemed the "first semester" and "second semester" of employment.

6.2.2 Where a full-time contract employee is appointed in the spring semester and serves in the previous semester as a full-time temporary or grant/categorical full-time employee, this academic year constitutes the first year of contract employment.

6.2.3 For those employees whose full time employment begins in the spring semester, the first semester of evaluation for purposes of tenure review will be the first Fall semester of employment. This does not preclude the evaluation team from conducting evaluations in the Spring semester subject to the provisions of Section **9.G.3.4** ~~**4.3**~~, *et seq*.

6.3 At the end of the first semester (fall), the Tenure Review Committee may

recommend that an employee's contract not be renewed by a unanimous vote. Otherwise, the committee shall recommend retention for a second contract of one year, **except for a Faculty member under Section 9.G.6.2.1. Under Section 9.G.6.2.1, the Tenure Review Committee can recommend that an employee's contract not be renewed during the second year.**

6.3.1 **Where a full-time contract employee is appointed in the Spring semester and served in the immediately prior fall semester as a full-time temporary or grant/categorical full-time employee, that academic year constitutes the first year of contract employment. In such an event, the employee shall be evaluated in the Spring Semester.**

6.4 If the Committee elects to conduct an evaluation during the second semester (spring), the Tenure Review Committee must do one of the following:

(a) Confirm a prior positive recommendation to retain for a second contract of one year per **Section 9.G.6.3** ~~**9.D.7.2**~~, or

~~**(b) assuming that the Chancellor has approved the faculty member as a candidate for early tenure consideration, recommend conferral of tenure effective the ensuing academic year by a vote which is unanimous or within one vote of being unanimous; or**~~

(b) Reverse its prior recommendation not to renew per **Section 9.G.6.3** ~~**9.D.7.2**~~ and make a new recommendation to renew by affirmative vote of a majority of the committee, or

(c) Confirm a prior negative recommendation and again recommend that an employee's contract not be renewed, by affirmative vote of a majority of the committee.

Option (c) is available only when the Committee voted not to renew in the preceding (fall) semester.

6.5 At the end of the third semester (fall), the Tenure Review Committee may recommend one of the following:

6.5.1 That an employee be retained for a third contract of two years, or

~~**(b) assuming that the Chancellor has approved the faculty member as a candidate for early tenure consideration, recommend conferral of tenure effective the ensuing academic year by a vote which is unanimous or within one vote of being unanimous; or**~~

6.5.2 That an employee's contract not be renewed. The vote not to renew an employee's contract must be made by a vote which is unanimous or within one vote of being unanimous. Otherwise, the committee shall recommend retention for a third contract of two years.

6.6 If the Committee elects to conduct an evaluation during the fourth semester (spring), the Tenure Review Committee must do one of the following:

(a) Confirm a prior positive recommendation to retain for a third contract of two years per **Section 9.G.6.5.1** ~~**9.D.7.4**~~, or

~~**(b) assuming that the Chancellor has approved the faculty member as a candidate for early tenure consideration, recommend conferral of tenure effective the ensuing academic year by a vote which is unanimous or within one vote of being unanimous; or**~~

(b) Reverse its prior recommendation not to renew per **Section 9.G.6.5.2** ~~**9.D.7.4**~~ and make a new recommendation to renew by affirmative vote of a majority of the committee, or

(c) Confirm a prior negative recommendation and again recommend that an employee's contract not be renewed, by affirmative vote of a majority of the committee.

Option (c) is available only when the Committee voted not to renew in the preceding (fall) semester.

6.7 At the end of the seventh semester (fall), the Tenure Review Committee shall recommend for or against conferral of tenure effective the ensuing academic year by affirmative vote of a majority of the committee. The Committee shall not conduct an evaluation in the eighth semester.

6.8 A vote of abstention by a committee member shall be counted as a negative vote.

6.9 All recommendations of a Tenure Review Committee shall be made sufficiently in advance of the deadline for official notification to the employee of a Board of

Trustees decision.

6.10 All recommendations of a Tenure Review Committee shall (a) proceed to the **appropriate Vice** Chancellor**/Associate Vice Chancellor**, and to the Board of Trustees, (b) result in a decision by the Board of Trustees, and (c) be followed by written notice to the employee pursuant to Article 22.F.6.1. Should the **appropriate Vice** Chancellor**/Associate Vice Chancellor** not concur in the Committee's recommendation, the Board of Trustees shall review all relevant evaluation documentation, including available working documents. The Chairperson of the Tenure Review Committee, or another Committee member (who is a bargaining unit member) designated by the Chairperson, shall have an opportunity to defend the Committee's recommendation before the Board in closed session.

6.11 The District and Union are committed to preserving the confidentiality and integrity of tenure review committee processes. The tenure review process requires professional judgment about the individual merits of peers, and involves significant personal commitment and sacrifice by committee members. Both parties pledge that they will refrain from any conduct which has the purpose or effect of seeking to influence committee members in the exercise of their professional judgment relative to the merits of the evaluatee.

7. Due Process and Tenure Review Grievances

7.1 A contract employee may disqualify in writing one member (total) of the Tenure Review Committee. This right may be exercised once only, and only at the end of the first or second year of evaluation.

7.2 Grievances involving alleged violations of tenure review processes and decisions shall be handled and decided in accordance with Article 22.F only.

7.3 If, as a result of a tenure review grievance pursuant to Article 22.F, an arbitrator directs the District to reconsider a decision, the process shall be as follows:

7.3.1 The immediate supervisor will appoint a new Tenure Review Committee, including himself/herself and the chair of the previous committee. Other members would be new. Ethnic and gender non-uniformity would be maintained. The new Committee would have five members in all cases. The new Committee will elect its chair from among the faculty members on the Committee. The chair may or may not be the chair of the previous Committee. If tenure review has been done by a committee-of-the-whole,

the new members of the Committee will be chosen from the related disciplines as described in **Section 9.G.2.2.1** ~~**D.3.2.2**~~.

7.3.1.1 The employee will be allowed one (total) disqualification of any member of the Committee. A replacement will be selected by the remaining members of the Committee.

7.3.1.2 The employee will be invited to recast his/her Tenure Portfolio. The Committee will review all of the documents from the old Committee. If the employee is currently employed by the District, the Committee for reconsideration will carry out a one-semester evaluation including a complete visitation and student evaluation process. Compensation shall be in accordance with Section **9.G.4** ~~**5**~~.

7.3.1.3 After reconsideration, the Tenure Review Committee shall make its recommendations by affirmative vote of a majority of the committee, following the procedures of **Section 9.G.6** ~~**7.9**~~. During reconsideration, a vote of abstention shall be counted as a negative vote. **A negative vote is a vote against recommending tenure.**

8. Early Tenure Candidates

8.1 Tenure is a four-year process during which the institution gives support and positive reinforcement to probationary instructors. Only in rare and exceptional circumstances is this period shortened and an individual faculty member given the opportunity to be reviewed for tenure earlier than four years. Of course, being given the opportunity to go through an early tenure review process does not guarantee the awarding of early tenure or tenure after four years.

8.2 Early tenure may be conferred in the second or third year of a faculty member's employment.

8.3 Early tenure criteria and forms appear at Exhibit K.

8.4 Due to the accelerated nature of early tenure decisions, timing of evaluations for early tenure candidates are adjusted. For such candidates:

8.4.1 Evaluations in the first, second, third, fourth, fifth and seventh

semester is mandatory unless the candidate has already received early tenure. The committee may conduct an evaluation in the sixth semester, in accordance with Section 9.G.3.4, above.

8.4.2 A vote to confer early tenure in the second or third academic year must be unanimous or within one vote of being unanimous.

9. Tenure Service Requirement

9.1 Where a faculty member has actual service of at least 75 percent of a full-time load for the Academic Year less ten (10) days, that year shall count toward the acquisition of tenure.

9.2 Where a faculty member has actual service of less than 75 percent of a full-time load for the Academic Year less 10 days, the year may qualify as a year of service through substantial compliance with the 75 percent, provided that both of the two following circumstances are met:

9.2.1 The Tenure Review Committee (TRC) has been able to accomplish all desired observations and evaluations of the faculty member and recommends that the year qualify towards the acquisition of tenure; and

9.2.2 The District determines that the faculty member has demonstrated sufficient progress in his/her ability to perform the assigned duties and professional responsibilities of a tenured, full-time faculty member despite his/her absence from work.

NOTE: *Parties also agree that Evaluation criteria A.1 as set forth in the evaluation forms shall be modified as follows:* Attends required meetings (FT Tenured, LTS only)**, including scheduled office hours and mandatory departmental meetings**.

ARTICLE 13-1 (PART-TIME REEMPLOYMENT PREFERENCE)

See Side-Letter on Categorical Issues, ATTACHMENT A.

ARTICLE 14.E (TRANSFER CRITERIA)

In all transfers, faculty members shall be considered on the basis of credentials, major and minor fields of study, qualifications, affirmative action **(see Article 4)**, seniority, job performance, special job-related skills, and the needs of the District.

ARTICLE 17.C (SICK LEAVE)

See Side-Letter on Categorical Issues, ATTACHMENT A.

ARTICLE 17.L.2 (SABBATICAL LEAVE – FULL-TIME TENURED UNIT MEMBERS)

2. Basic Eligibility – At the time of application, a full-time tenured unit member must have completed at least twelve (12) credited semesters of service requiring certification qualifications or the equivalent, all of which shall have been in the San Francisco Community College District.

   General – Unpaid leaves are not counted as service for sabbatical leave basic eligibility; however, credited semesters are not required to be consecutive semesters.

   2.1 A semester of service shall be credited to full-time employees upon completion of service of at least seventy-five percent (75%) of the regular full load within their discipline for an entire semester.

   2.2 Temporary part-time service is not credited for eligibility.

   2.3 Long-term substitute service is not credited for eligibility except that service as a full-time long-term substitute for the complete academic year immediately preceding a full-time contract (probationary) appointment shall be credited as one (1) year.

   2.4 Grant or categorical service is not to be credited for eligibility except that service as a full-time grant/categorical employee for the complete academic year immediately preceding a full-time contract (probationary) appointment shall be credited as one (1) year.

   2.5 **Long-term substitute or full categorical service will also be credited for eligibility where such service in a Fall semester immediately precedes a full-**

time contract (probationary) appointment in Spring semester. Such academic year shall be credited as one (1) year.

2.6 Notwithstanding any such crediting of semesters to long-term substitute or to grant/categorical service, no probationary employee shall be eligible for, or be granted, a sabbatical leave prior to completion of his/her probationary status.

2.7 Service intervening between two semesters of a split one-year sabbatical shall be counted toward future sabbatical leave eligibility.

ARTICLE 18 (LOAD & CLASS SIZE)

18.A. Subject to Article 20.A.3.3, and this Article, current written policy, practices~~,~~ rules and regulations in effect for unit members in regard to Load and Class Size shall remain in force unless mutually agreed otherwise between the parties**~~, except for the following clarifications~~**.

~~1. In the credit program, District agrees to use the .8 small class multiplier only when there is mutual agreement between management and the unit member.~~

~~2. In the credit program, census week enrollment figures will be used to determine the size factor.~~

~~3. In the noncredit program, a full-time Schedule I instructor's work load shall be 25 contact hours a week.~~

18.B Minimum Class Size – For both credit and noncredit courses, the minimum class size shall be 20; provided, however, that the District may provide for exceptions to this requirement for:

1. 3rd or 4th semester courses in transfer or vocational sequences;

2. Classes with approved capacities below 20 students;

3. Classes where considerations of safety require a lower minimum;

4. Courses for which enrolled students have no alternative enrollment option;

5. Courses for which smaller class size is deemed a valid educational requirement, for example, basic skills and classes for the disabled.

18.C Class Cancellation ~~(formerly Article 13, Sections B.6.4, B.8 and B.9)~~

1. The District may in its sole discretion, at the beginning of any semester, wait until the end of the add/drop period; until after two (2) meetings of an evening class (whichever is later) in the credit program; or wait until the end of two (2) weeks in the noncredit program prior to canceling a class due to low enrollment where exceptional circumstances at the normal time of cancellation (first week) create a reasonable likelihood of maintaining the class due to an increase in enrollment. Any such decision shall be on an individual case by case appraisal by management. Any such decision(s) are non-precedent setting and are non-grievable.

2. Upon advance approval of the Dean/Director, a prior arrangement between the District and a faculty member may be undertaken not to cancel a probable low-enrollment specialized course, or advanced classes in sequence, required within a degree program.

~~3. Upon written request, the District will provide Union with the print-out provided management concerning class cancellations. Such print-out will be provided at the same time as distribution to management.~~

18.D Load Factors: Type of Assignment

	Hours per Week	Load Factor
Credit Laboratory Performance, prior to July 1, 2016	22.5	.67
Credit Laboratory Performance, effective July 1, 2016	20	.75
Credit Lecture Laboratory	20	.75
Credit Lecture Laboratory (Science-Related Disciplines Only)	17.65	.85
Credit Lecture Instruction	15	1.00
Credit Composition Instruction	12	1.25
Non Credit/Adult Education Instruction	25	.60
Counselors & Librarians	30	.50
Instructionally Related Activity	35	.43

18.~~C~~E. Load Factors: Credit Course Class Size

1. **The District shall determine load factor ~~at point of~~ based on projected enrollment. To qualify for load factor, enrollment must be confirmed by census week enrollment.**

2. Credit classes with projected enrollment of 60-100 shall qualify for a 1.5 load factor, and ~~**(b)**~~ credit classes with projected enrollment exceeding 100 shall qualify for the 2.0 load factor.

~~**2**~~**3**. For departments that currently utilize the 1.5 load factor, the minimum enrollment necessary for such factor shall be 60; however, the District may provide for exceptions to this requirement. Specific exceptions to this requirement shall include: In the event that the sum of the two overages above 50 but under 60 equals or exceeds 10, the 1.5 load factor shall be granted for one such section only.

~~**3. The District shall determine load factor at point of projected enrollment. To qualify for load factor, enrollment must be confirmed by census week enrollment.**~~

4. Existing class size limits for conventional courses shall apply to their online versions.

5. The size factor applied to telecommunications courses shall be:

1.5 for student enrollment of 75 to 114;

2.0 for student enrollment of 115 to 154;

2.5 for student enrollment of 155 to 194;

3.0 for student enrollment of 195 or more.

6. In the credit program, District agrees to use the .8 small class multiplier only when there is mutual agreement between management and the unit member.

18.F ESL Composition Classes 140, 150 and 160

1. Beginning fall semester 2006, ESL 140, 150 and 160 classes shall have a class cap of 28.

2. Beginning spring semester 2007, for ESL 150 and 160 classes, one half hour shall be added to lecture portion of each class.

18.G Professional Responsibilities for Full-Time Faculty

1. In addition to a specific load, full-time faculty are expected to devote a

reasonable amount of time to professional responsibilities, such as conferring with and assisting students, attending meetings, and serving on committees.

2. Full-time instructors in the credit program are required to hold at least two office hours per week.

18.~~D~~H Professional Ancillary Activities

1. In accordance with Education Code § 87482.5(c) (1), service in professional ancillary activities by temporary, part-time employees (as defined by Education Code § 87482.5(a)) shall not be used for purposes of calculating eligibility for contract or regular status. The following assignments, in accord with the Education Code, are defined as professional ancillary activities:

    1.1 Governance

        1.1.1 The parties acknowledge that currently governance activities are performed without pay.

    1.2 Staff Development

    1.3 Grant Writing

    1.4 Advising Student Organizations

2. In addition to the statutorily defined professional ancillary activities, other assignments that do not involve teaching or other comparable duties performed by full-time faculty members may be designated as ancillary and shall not be used for purposes of calculating eligibility for contract or regular status. Other assignments include, but are not limited to:

    2.1 Test Coordination

    2.2 Service as a representative of an employee organization when granted release time pursuant to this Agreement

    2.3 Editing departmental or District newsletters

    2.4 Such other activities as are approved through the process reflected in D.3, below.

3. There will be a joint committee for evaluation of other possible assignments that may be designated as ancillary. The committee will consist of at least four members and will contain equal numbers of Union and Management representatives. Department Chairs and/or administrators may submit a written request to the committee to designate an assignment as ancillary. The committee shall promptly evaluate any requests submitted and may request that the requesting Department Chair and/or administrator appear before the committee to provide additional information. Additionally, the committee may draw on other resources in evaluating the request. The committee will strive to make joint recommendations, but may also make independent recommendations to the appropriate Vice Chancellor; in either case, justifications will be included with the recommendations. The Vice Chancellor shall promptly review any recommendations submitted and determine whether an activity can be designated as ancillary. The Vice Chancellor will then notify the Chancellor's designee and the Union of his/her decision in writing. In the event that the Chancellor's designee and/or the Union disagree with the decision of the Vice Chancellor, the decision shall be subject to negotiations.

4. Each assignment of a temporary faculty member to a professional ancillary activity shall be authorized by the District each semester, signed by the employee and the District, and documented in an agreed-upon form.

    4.1 Whether the assignment qualifies or does not qualify for contract or regular status shall be indicated on any form signed by an employee.

    4.2 AFT will not pursue tenure claims on behalf of employees who accept professional ancillary activity assignments as defined herein.

5. Professional ancillary activities deemed not to count towards eligibility for contract or regular status shall be counted towards eligibility for fringe benefits under Article 21.B.

6. Notwithstanding the above, professional ancillary activities, when combined with the assignment of temporary teaching or other temporary employment under the Education Code, shall not exceed 1.2 FTE per academic year.

18.~~E~~**I** Full-Time Equivalent Definition for the Purpose of Reporting Service Credit to STRS

1. To ensure that part-time faculty of community colleges receive the appropriate service credit with STRS, the Education Code was amended on January 1, 2003. Education Code § 22138.5(a) now requires employers to (1) define the number of hours of creditable service that equals "full-time" (FTE) for STRS service

credit reporting purposes; (2) state that FTE within a collective bargaining agreement that applies to instructors employed on a part-time basis; and (3) make specific reference to Education Code § 22138.5(c)(5) in the agreement.

2. Pursuant to § 22138.5(a). "Full-time" means the hours of creditable service the employer requires to be performed by a class of employees in a school year in order to earn the compensation earnable as defined in Education Code § 22115 (creditable compensation a person could earn in a school year for creditable service performed on a full-time basis, excluding service for which contributions are credited by the system to the Defined Benefit Supplement Program).

3. For purposes of this provision, reporting STRS service credit under Education Code § 22138.5 "school year" shall be 35 weeks.

4. For the purpose of crediting service under Education Code § 22138.5, the District is required to report a minimum standard of 525 instructional hours per school year. For purposes of compliance with Education Code § 22138.5 and reporting STRS service credit, the hours of creditable service the District reports for temporary, part-time faculty in a school year in order to earn the compensation earnable for creditable service performed on a full-time basis shall be as follows:

Class of Part -Time Service	**School Year Hours**
Credit Laboratory Performance**, through July 1, 2016**	787.50
Credit Laboratory Performance, effective July 1, 2016	**700.00**
Credit Lecture-Laboratory	700.00
Credit Lecture-Laboratory (science-related disciplines only)	617.75
Credit Lecture Instruction	525.00
Credit Composition Instruction	525.00
Non Credit/Adult Education Instruction	875.00
Counselors & Librarians	1050.00
Instructionally Related Activity	1225.00

5. This provision applies only for STRS service credit reporting purposes for temporary, part-time faculty. The Parties acknowledge that the District defines full time for credit composition instruction as 420 hours, but under current law the District is unable to report 420 hours to CalSTRS. Should State Law be amended to provide for a lower minimum standard, the parties will amend this provision to reflect the change in law. Nothing in this provision may be used to

determine load calculation, or for any other aspect of employment other than compliance with Education Code § 22138.5.

~~**18.F ESL Composition Classes 140, 150 and 160**~~

~~**1. Beginning fall semester 2006, ESL 140, 150 and 160 classes shall have a class cap of 28.**~~

~~**2. Beginning spring semester 2007, for ESL 150 and 160 classes, one half hour shall be added to lecture portion of each class.**~~

18.~~G~~**J Schedule Deviations (formerly Article 13.B.6)**

1. Any cumulative deviation which exceeds three (3) units from the contractual workload of a full-time faculty member shall be adjusted within the following three (3) semesters wherever possible and not inconsistent with this contract. No employee shall be assigned more than three (3) units or its equivalent of extra-load courses in one semester without the employee's consent. A faculty member who owes units (or hours) will be assigned sufficient extra load courses without pay until deficiencies are balanced, or, at the option of the faculty member, he/she shall have his/her salary reduced proportionately to balance part or all of the existing deficit.

2. In cases where it is necessary to teach more units than those owed or required to balance the deficit, the faculty member shall have the option of being paid for such additional hours over the deficit, or taking a reduced load within the following three (3) semesters.

3. Full-time faculty members who are granted a high enrollment multiplier for classes exceeding an enrollment of 60 students may elect to have the additional teaching units credited as regular load or may elect to receive extra pay.

4. This subarticle J shall not apply to categorical employees.

~~**18.H Class Cancellation (formerly Article 13, Sections B.6.4, B.8 and B.9)**~~

~~**1. The District may in its sole discretion, at the beginning of any semester, wait until the end of the add/drop period; until after two (2) meetings of an evening class (whichever is later) in the credit program; or wait until the end of two (2) weeks in the noncredit program prior to canceling a class due to low enrollment where exceptional circumstances at the normal time of cancellation (first week) create a reasonable likelihood of maintaining the**~~

~~**class due to an increase in enrollment. Any such decision shall be on an individual case by case appraisal by management. Any such decision(s) are non-precedent setting and are non-grievable.**~~

~~**2. Upon advance approval of the Dean/Director, a prior arrangement between the District and a faculty member may be undertaken not to cancel a probable low-enrollment specialized course, or advanced classes in sequence, required within a degree program.**~~

~~**3. Upon written request, the District will provide Union with the print-out provided management concerning class cancellations. Such print-out will be provided at the same time as distribution to management.**~~

18.K Faculty Teaching "Conference" Classes During the 2015/16 Academic Year

1. All classes currently categorized in whole or part as "conferences" shall be reviewed, and the "conference" portion designated as either lab or lecture, no later than June 1, 2017, through the established curricular processes.

2. Instructors who taught such "conference" courses in 2015/16 shall not have their pay (part-time instructors) or load (full-time instructors) reduced from the amount paid or credited in 2015/16, so long as they continue to be assigned such classes.

ARTICLE 19.A (INSTRUCTIONAL AND SPECIAL CALENDARS)

The Instructional calendar shall be for one hundred seventy-five (175) days.

1. Effective Fall 1999, new full-time faculty hires shall have two additional service days, in their first year of service only, for the purpose of attending mandatory new faculty orientation. They will receive "independent flex credit" for such attendance, but no additional pay.

2. **Instructional calendars shall be set two (2) years in advance, provided that the second year shall remain subject to appropriate amendment for increased consistency with the calendar adopted by the San Francisco Unified School District.**

ARTICLES 19.C.1.3 to 19.C.1.4.1.6 (COUNSELING CALENDAR)

1.3 Each counselor shall be allotted compensatory time for service following 19.C.1.1and 19.C.1.2 above.

1.3.1. This time shall be taken in accordance with the schedule arranged by the respective counseling department under the supervision of the respective counseling department chair and shall include written approval of the appropriate dean. Where requested, the respective department chair shall consult with a counselor concerning his/her schedule of compensatory hours.

1.3.2. For a Fall semester, each counselor shall request his/her schedule for compensatory **time~~days~~** for the entire semester no later than one week after the beginning of a Fall semester.

1.3.3. For a Spring semester, each counselor shall request his/her schedule for compensatory **time~~days~~** for the entire semester no later than one week after the beginning of a Spring semester.

1.3.4. The respective department chair shall present the schedule of compensatory **time~~days~~** to each counselor within two weeks after the Fall and Spring semester requests are made under Sections 1.3.2 and 1.3.3, above.

1.3.5. Compensatory time shall be calculated in hours.

1.3.6. Compensatory time earned shall be taken during the semester in which it was earned. However, where it is in the interests of the program, management will consider and may grant requests by counselors for the carryover of compensatory time from a Fall semester to a Spring semester.

1.4 The District may grant extra pay assignments at the appropriate hourly rate of pay in lieu of compensatory **time~~days~~** off.

1.4.1. All counselors who meet the below-listed requirements shall be eligible to receive such assignments.

1.4.1.1 Such extra pay assignments in lieu of compensatory **time~~days~~** off shall be granted only to a counselor who has actually performed service during the period preceding the commencement of a Fall or a Spring semester.

1.4.1.2 Absences – To be eligible for extra pay assignments, a counselor cannot have more than two absences total during his/her regularly assigned extra service calendar (i.e., the period preceding the commencement of a Fall

or a Spring semester). Such absences must be for illness or emergency purposes only.

1.4.1.3 If a counselor exceeds two (2) absences, he/she shall be ineligible to receive extra pay assignments. However, if the absence was for good cause and verifiable as determined by the department chair, with a review by the appropriate dean, an exception may be made.

1.4.1.4 A counselor wishing to perform services **during~~on~~** his/her compensatory **time~~days~~** must so state in writing at the time he/she submits his/her schedule of compensatory **time~~days~~**. Such statement must include the number of **hours~~days~~** the counselor wishes to serve for extra pay in lieu of compensatory **time~~days~~** off. **The District will amend the counselor preference form to include a method to indicate a wish to perform services for extra pay during time otherwise scheduled as compensatory time off, and if so the amount of such time desired.**

1.4.1.5 Notwithstanding any counselor's submission or non-submission of a request under subsection 1.4.1.4, any counselor may when requested by Management voluntarily perform services on a date previously scheduled as compensatory time off for extra pay, in lieu of said compensatory time off.

1.4.2. Management shall determine the need for such assignments and shall inform the counselor(s) of such need no later than mid-September for a Fall semester, and no later than mid-February for a Spring semester.

1.4.3. Management shall determine on which days such assignments will be granted. These assignments may be scheduled on days other than those requested by the counselor(s).

1.4.4. Provided there is need as determined by management, such assignments may be granted for up to 50% of a counselor's earned compensatory time.

1.4.5. The duties to be performed during these specific assignments shall be determined by management.

1.4.6. If an assignment is granted, and a counselor fails to fulfill that assignment or to appear for the assignments, all subsequent assignments may be canceled for the remainder of the semester, and for the remainder of the academic year (if applicable) unless such absence is for good cause and is verifiable as determined by management.

SAN FRANCISCO COMMUNITY COLLEGE DISTRICT AND AMERICAN FEDERATION OF TEACHERS, LOCAL 2121

COMPLETE FULL TEXT PACKET
IMPLEMENTING TENTATIVE AGREEMENT OF JULY 11, 2016
~FINAL~

ARTICLE 19.D.8 ((FACULTY OBLIGATIONS (ATTENDANCE AT COMMENCEMENT)

~~**AFT and the Board agree that it is desirable to have at least 100 faculty in caps and gowns attend commencement exercises each year.**~~ AFT and the **District** ~~**Board**~~ agree to work cooperatively with each other and the Academic Senate to encourage faculty attendance **at commencement exercises each year**. **The goal is to have one-third (1/3) of full-time faculty at the primary Ocean Campus commencement ceremony, acknowledging that it may be more appropriate for some faculty to attend one of the many smaller graduation ceremonies. Faculty will be encouraged to dress in attire appropriate for the ceremony they are attending. The District shall provide regalia for the Ocean Campus commencement as needed.**

ARTICLE 19.G (COMPRESSED CALENDAR ~~PILOT PROGRAM~~)

The parties have an interest in exploring alternative academic calendars to enhance enrollment growth while assessing the attendant impact on student services and the workload of the faculty. Therefore, the parties **agree to meet promptly following ratification of this Agreement to explore the viability of a Compressed Calendar program.** ~~**agreed to establish the CCPP effective with the Spring Semester 2007, and to continue it through Fall Semester 2007 at a minimum. The CCPP shall be located at the Mission Campus and shall be limited in Spring and Fall. Semesters 2007 to noncredit instruction in English as a Second Language. The parties will explore expansion of the CCPP to other campuses and/or disciplines based on the knowledge and experience gained and the overall evaluation of the CCPP during the initial semesters of operation.**~~

ARTICLE 20.A.1 (COMPENSATION/~~2009-10, 2010-11, 2011-12, 2012-13, 2013-14, 2014-15~~ 2015-16, 2016-17 and 2017-18 Academic Years))

1.1 In 1998, the Union and the District agreed to a pay formula which provided that bargaining unit wage rates would be increased by cost of living adjustments (COLA), if any, for community colleges contained within the adopted State budget for each academic year. The parties agree that it is a shared goal to pass on as much of new revenue as possible, including the State COLA, to be used for improving faculty compensation. At the same time, the parties acknowledge that due to the escalating costs of fringe benefits, including retiree health

coverage, it may not be possible to increase bargaining unit wage rates by the full percentage rate of the COLA in each fiscal year. As reflected in the agreement on compensation for 2007-2008, AFT has acknowledged the District's expressed interest in accounting for the following factors in a revised formula: consolidation of part-time positions into additional full time positions (beyond replacement hires); increasing costs to health insurance premiums; and costs associated with opening new facilities. The District also acknowledges AFT's interest in considering other factors, including calculation of proportionate share, inclusion of full growth revenue, and inclusion of other revenues or other resources. The parties have committed to negotiating for a revised compensation formula in reopener negotiations and will continue to work collaboratively to address these interests, which may result in changes in the formula.

~~**1.1.1. Effective Academic year 2009-2010, and subject to agreement by all District bargaining groups to a wage freeze for 2009-2010, the payment of salary steps per Article 20.C shall not be provided for the 2009-2010 academic year.**~~

~~**1.1.2. Bargaining unit members who retire from District service with an effective date on or between July 1, 2009 and June 30, 2010, and who would have been entitled to a salary step for the 2009-2010 academic year, shall receive a retroactive salary step increase. This retroactive salary step increase shall cover the period from July 1, 2009 through June 30, 2010, as appropriate.**~~

~~**1.1.3. It is not the intent of the parties to deprive those eligible for salary steps of the benefit of step increments in the future. As such, when new ongoing revenue becomes available, including a possible future State COLA, the parties are committed first to restoration of the lost salary increments, above other compensation priorities identified herein, and with the acknowledgement that this may affect the availability of ongoing revenues for allocation to an across-the-board increase.**~~

~~**1.1.4. Effective academic year 2009-2010, the District shall modify column placement for current, Child Development and Family Studies non-MA discipline full- and part-time faculty who would have been assessed underrevised initial salary placement criteria pursuant to Article 20.B.2 as stipulated by the parties.**~~

~~**1.1.5. For academic year 2010-2011, an annualized percentage deduction shall be made from all unit members calculated to produce a total dollar amount equivalent to the following:**~~

~~**(1) The estimated cost of full-time salary and pro-rata step advancement for 2010-2011 (estimated at $1,571,784 as of June 16, 2010); plus**~~

~~**(2) The estimated cost of the District's additional contribution towards medical premiums of unit members during 2010-2011 (estimated at $446,780 as of June 16, 2010); minus**~~

~~**(3) $1 million in savings to be realized from reduction of unit members' assignments related to tenure review, day-to-day substitution, and other non-instructional work; plus**~~

~~**(4) $250,000 to account for any potential shortfall in savings realized from (3) above.**~~

~~**1.1.5.1 By August 15, 2010, the parties will revise the estimates of (1) and (2) above using Fall semester data. The annualized percentage deduction from unit members' pay will begin on or about September 15, 2010, subject to ratification of the Agreement by the parties.**~~

~~**1.1.5.2 In April/May of 2011, the parties will meet to determine the actual amount in savings from (3) above. Any amount in excess of $750,000, and up to a maximum of $250,000, will be refunded or otherwise credited to unit members.**~~

~~**1.1.5.3 In April/May of 2011, the parties will reconcile the actual cost of (1) and (2) above with the amounts deducted under 1.1.5.1 to determine if any further refund or credit is due to unit members.**~~

~~**1.1.5.4 For future negotiations purposes, and in accord with past application of the salary formula, AFT shall receive credit for its proportionate share of total 2010/11 unrestricted District resources, excluding any transfer in from the Board designated reserve, in excess of $192,633,701.**~~

~~**1.1.6. Salary step advancement and pay shall resume during 2010-2011 in accord with Article 20.C. Restoration of lost salary increments for Academic Year 2009-2010 shall not occur but will remain a priority in future negotiations in accord with Section A.1.1.3.**~~

~~**1.1.7. Unit members who retire from District service with an effective date on or between July 1, 2010 and June 30, 2011 and who otherwise would have been at a higher step in 2010-2011 but for the 2009/10 step freeze shall receive a retroactive salary step increase covering the period from July 1, 2010 through June 30, 2011 as appropriate.**~~

~~**1.1.8. Unit members who retire from District service with an effective date on or between July 1, 2010 and June 30, 2011, shall have their salaries made whole for 2010-2011 by refunding to them any deductions made per Section A.1.1.5 above.**~~

1.2 ~~**2013-14 and 2014-15 Academic Years**~~

~~**1.2.1 Following a series of one-time cuts during academic year 2012-13, bargaining unit wage rates as of July 2013 are 5% below the wage schedule previously published (2007-2008). For 2013-14 and 2014-15 the Union and District agree to a partial restoration of wages as follows:**~~

~~**1.2.2 Effective January 1, 2014, bargaining unit wage rates will be restored by 1% from the wage scales in place as of July 1, 2013**~~.

~~**1.2.3 Effective April 30, 2015, bargaining unit wage rates will be restored by an additional 0.5%, retroactive to January 1, 2015. The retroactive amount for the periods January, February and March 2015 will be paid in April paychecks.**~~

~~**1.2.4**~~ Effective July 1, 2013, the parties agree**d** to suspend articles 20.A.1.**6**~~**3**~~, 20.A.2 and 20.A.3.

1.3 2015-16 Academic Year

1.3.1 Effective July 1, 2015:

a. The 2007-08 salary table shall be reinstated as the salary base;

b. An additional increase totaling 5.70% shall then be applied, to that salary base. That 5.70% shall include the following elements:

i. 1.02% COLA increase to base wage rates;

ii. A 2.0% increase to base wage rates, which shall be ongoing through at least June 30, 2018. It shall continue after that date if and only if in Fall 2016 the electorate of the City and County of San Francisco passes an extension of and $20 increase to the current Parcel Tax. Otherwise, the 2.0% increase shall "sunset" on June 30, 2018 at 11:59 p.m.

iii. A 2.68% increase to base wage rates, said increase to be ongoing through June 30, 2018. This increase shall "sunset" on June 30, 2018 at 11:59 p.m.

1.4 2016-17 Academic Year

1.4.1 Effective July 1, 2016:

a. The State COLA increase, if any, shall be applied to base wage rates

b. A 1.00% increase shall be applied to base wage rates;

c. An additional Step 17 shall be added to all columns for full-time faculty and an additional Step 13 shall be added to all columns for part-time faculty, and those individual faculty members otherwise eligible for a step increase who were at Step 16 (for full-time faculty) or Step 12 (for part-time faculty) as of June 30, 2016 shall be moved to this new top step.

d. All current AFT bargaining unit members who were employed in the AFT 2121 bargaining unit in academic year 2009-10 shall receive the step credit they would have received that year if not for the step freeze. This credit shall be applied as of Fall 2016 and is not retroactive.

1.4.2 In Fall 2016, following final reconciliation of 2015/16 budget actuals, the parties shall meet for "lookback" negotiations regarding the possibility of carryover dollars that may be available for compensation increases.

1.5 2017-18 Academic Year

1.5.1 Effective July 1, 2017, the State COLA increase, if any, shall be applied to base wage rates.

1.5.2 Following issuance of the P-2 enrollment report in April 2018, for every 500 resident FTES increase shown by that report over the P-3 enrollment report for 2015/16, base wage rates shall be credited with a 1% ongoing increase to wage rates effective July 1, 2018, at 12:00 a.m.

1.4.2.1 In the event that this calculation results in an increase exceeding the 2.68% increase originally applied effective July 1, 2015, the difference shall be paid retroactively effective July 1, 2017, and shall be carried forward for the remainder of the 207/18 fiscal year. This additional increase shall "sunset" on June 30, 2018 at 11:59 p.m., at the same time as the original 2.68% increase applied effective July 1, 2015.

1.5.3 In Fall 2017, following final reconciliation of 2016/17 budget actuals, the parties shall meet for "lookback" negotiations regarding the possibility of carryover dollars that may be available for compensation increases.

1.5.4 In Fall 2018, following final reconciliation of 2017/18 budget actuals, the parties shall meet for "lookback" negotiations regarding the possibility of carryover dollars that may be available for compensation increases.

1.6 If, after adoption of the State budget, the State modifies any of the revenue the District receives, including the COLA and noncredit funds or the amount of COLA or noncredit funded by the State, the District shall increase or decrease pay rates by the appropriate percentage as soon as practicable. Before decreasing pay rates under this section, the District will determine in consultation with the Union whether any savings have been achieved or whether alternate revenue sources to offset the revenue deficit exist. In the event of

overpayments to employees, the District shall, in equal installments over a six-month time period, recoup the amount overpaid.

ARTICLE 20.B.1.2 (COLUMN PLACEMENT)

1.2 Faculty deemed to have the equivalent of a Master's Degree or faculty meeting the minimum qualifications by having obtained a valid California Community College Credential in lieu of the Master's Degree in the discipline for which they are being hired shall be placed on Column F and shall not advance beyond Column F until such time as they obtain units subsequent to the date of the initial placement on Column F. However, faculty members who were or are enrolled in a doctoral program in the discipline for which they are hired but who were not or have not been granted a degree as part of that program may be placed on Columns F - G provided that they submit proof to the District's Office of Human Resources of the following:

(1) That they were or are enrolled in a doctoral program;
(2) The doctoral program requirements; and
(3) The successfully completed requirements.

This provision shall terminate and become null and void effective the first full semester after ratification of this Agreement. In exchange, AFT agrees that upon request from the District following ratification it will promptly meet for the purpose of negotiating on good faith regarding modifications to current standards governing the use of lower-level courses as a basis for column placement and/or movement.

20.B.3 (INITIAL STEP PLACEMENT FOR ALL DISCIPLINES)

3.1 Part-time faculty will be placed **at the appropriate step and column** ~~**on Step 1 of the appropriate column**~~ on the appropriate pro-rata mirror scale. **Effective Fall Semester 2016, the District shall grant placement credit for new part-time faculty in the same manner as for full-time faculty under Section B.3.3. Part-time faculty shall be deemed to be at the beginning semester of the step at which they are initially placed for step advancement purposes under Section B.2.1.2.**

3.2 Retired District re-employed faculty, whether full-time or part-time retirees, shall be placed at Step 1 of the appropriate salary column except that retired re-employed faculty continue to receive the hourly or overload rate which they were receiving at the time of retirement, if higher than the rate of the Step at which they are placed. Retired District

re-employed faculty shall be allowed to progress through the pro-rate salary schedules based on their semesters of service after retirement.

3.3 Full-time faculty shall be given one increment, up to a maximum of five increments, for each year of full-time service as a faculty member in an accredited educational institution outside of the San Francisco Community College District, or for full-time equivalent service within the San Francisco Community College District, including service as an administrator with the District. **Effective Fall Semester 2016, newly hired full-time faculty shall also be given one increment for each year of full-time equivalent part-time service as a faculty member outside the San Francisco Community College District.** Article 20.B.3.4.1-20.B.3.4.9, below, prescribe full-time equivalent service. No combination of such service shall exceed five increments on a one-year for one-increment basis.

3.3.1 An additional four (4) increments may be given on a one (1) year credit for each two (2) years additional full-time service as a faculty member in an accredited educational institution outside the District or for full-time equivalent service within the San Francisco Community College District. **Effective Fall Semester 2016, these additional four (4) increments may also be given to new hires on a one (1) year credit for each two (2) years additional full-time equivalent part-time service outside the San Francisco Community College District.**

Such four (4) increments may be given for such full-time related service in an accredited institution outside the District, or for full-time equivalent related service within the San Francisco Community College District; i.e., not as a member of the faculty.

3.3.1.1. Such four (4) increments may be given on a one (1) year credit for each two (2) years additional full-time work in a business, occupation, or field directly related to the position for which a faculty member is hired. Determination of "relatedness" shall be made by the Director, Human Resources Department, or his/her designee.

3.3.1.2. Accrued increments for 20.B.3.3.1 and 20.B.3.3.1.1 will be limited to a maximum of four increments.

3.3.2 For full-time faculty employed in non-MA disciplines, experience used to meet minimum qualifications shall not be applied to step placement.

3.3.3 Concurrent credit will be granted for full-time equivalent service within the San Francisco Community College District, including service as an administrator with the District, pursuant to Sections 3.3 and 3.3.1 above and for full-time work

in a business, occupation, or field directly related to the position for which a faculty member is hired pursuant to Section 3.3.1.1 above, provided that no combination of creditable service shall exceed the maximum increments set forth in Sections 3.3 (five increments) and 3.3.1.2 (four increments) above.3.5

3.4 In-District Part-Time Service Credit – Faculty who have previously worked in this District as part-time academic employees shall have such experience counted subject to the following:

3.4.1 There shall be no credit given where the employee's inside and outside District service exceeds nine (9) increments in placement for experience.

3.4.2 For all counselor and librarian assignments, one thousand fifty (1050) hours shall be the equivalent of one (1) year full-time experience. Any additional time accrued beyond 1050 hours will not be carried over into the following year.

3.4.3 For credit instructional assignments, five hundred twenty-five (525) hours shall be the equivalent of one (1) year full-time experience. Any additional time accrued beyond 525 hours will not be carried over into the following year.

3.4.4 For noncredit instructional assignments, eight hundred seventy-five (875) hours shall be the equivalent of one (1) year full-time experience. Any additional time accrued beyond 875 hours will not be carried over into the following year.

3.4.5 For instructionally-related assignments, one thousand two hundred twenty-five (1225) hours shall be the equivalent of one (1) year full-time service. Any additional time above 1225 hours will not be carried over into the following year.

3.4.6 All hours of service are for service in the academic year only.

3.4.7 Portions of service less than one (1) full year will not be counted.

3.4.8 Experience as a one-semester long-term substitute, or as a long-term substitute in two different academic years shall count as part-time hours.

3.4.9 Notwithstanding any other provision within this contract, Section 20.B.3.4 and all subsections thereof shall not be retroactively applied to any faculty member presently employed full-time within the District. Section 20.B.3.4 and all subsections shall be applied only to those employees who become full-time, initially, in the Fall semester, 1990, and thereafter.

3.5 A faculty member who believes that his/her initial salary placement is not accurate, must notify the Director of Human Resources in writing of his/her concerns and suggested revisions within ~~**twenty (20)**~~ **thirty (30)** calendar days from the date that the "Faculty Salary Schedule: Initial Placement Form" is mailed. **Human Resources will provide all newly-placed unit members with details of their initial salary, placement including units/degrees counted for column placement and previous academic and related experience credited for step placement, and a copy of Article 20.B.** It is the faculty member's responsibility to have all required salary placement documents sent or personally delivered to the Human Resources Department and addressed to the Director of Human Resources. Adjustments will be made in the salary placement, if within sixty (60) days from the date the Director of Human Resources signed the Faculty Salary Schedule: Initial Placement Form the Human Resources Department receives further documentation supporting modification of the initial salary placement. If the Director of Human Resources denies the faculty member's request for modification of the initial salary placement the matter will be referred to the appropriate Vice Chancellor for a final written determination.

NOTE: The parties recognize that a dispute exists regarding the grievability of initial step salary placement. The agreement to modify Article 20.B.3.5 shall not to be interpreted as evidence that AFT has in any changed or waived its position regarding this issue..

ARTICLE 20.C.1 (SALARY STEP MOVEMENT)

1. Full Time Faculty

The payment of an annual salary step shall be provided subject to the following limitations:

1.1 The full-time faculty member must have served a complete academic year. An academic year for salary purposes shall be service of 75% or more of the hours/load required for a full-time assignment in an academic year.

1.2 Semesters on sabbatical leave shall be deemed full service and count towards step advancement.

SAN FRANCISCO COMMUNITY COLLEGE DISTRICT AND AMERICAN FEDERATION OF TEACHERS, LOCAL 2121

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~FINAL~

ARTICLE 20.D (COLUMN MOVEMENT/PROFESSIONAL DEVELOPMENT PLAN)

After initial placement on the Full-time Salary Schedule (Exhibit B) or on the Pro-rata Mirror Scales (Exhibits C - C7), faculty shall advance to higher salary columns by satisfying the academic unit (course work) and degree requirements for each salary column (see Section 20.B) within each discipline area.

1. The term "unit" is defined to include only the following:

   1.1 Graduate courses as defined by the course numbering system of the granting institution. Graduate courses do not require pre-approval by the appropriate Vice Chancellor.

   1.2 Undergraduate courses as defined by the course numbering system of the granting institution. Undergraduate courses require pre-approval by the appropriate Vice Chancellor. See Section 3, below. Consistent with Article 20.B, courses designated as "post baccalaureate," "professional" or "specialist" by the granting institution will be considered to be equivalent to upper division courses and therefore also require pre-approval from the appropriate Vice Chancellor. Continuing education courses ("CEU") and courses for which no credit is granted shall not be credited for purposes of salary column movement.

   1.3 Undergraduate units from approved sabbatical leaves and pre-approved in-service courses or workshops.

2. For movement from Column E to F only for faculty in disciplines not requiring the Master's Degree, credit will be given for pre-approved in-service courses or workshops offered by the San Francisco Community College District, or industry-sponsored seminars. If approved in advance, these courses or workshops shall receive one unit credit for each 16 hours of attendance and an outside study assignment. Or, if there is no outside study assignment, one unit shall be credited for each 32 hours of attendance.

3. To be credited for column movement purposes ~~**(except for courses specified under the Professional Development Plan, Exhibit L)**~~, the pre-approval form must be submitted to the appropriate dean of the college. While it is preferable to file the form with the dean well in advance of the course start date, the form must be filed in the Vice Chancellor's office no later than the last day to add a class, as defined by the institution offering the course. In making his/her determination the Vice Chancellor will consider whether the course(s) is (are) relevant to the faculty member's discipline, assignment, skills or the faculty

member's professional responsibilities. There will be no retroactive approval of undergraduate units already earned.

~~4.~~ ~~**Professional Development Plan:* Effective Fall 2004, faculty have the option to develop a long-term Professional Development Plan, described in Exhibit L. Undergraduate course units identified pursuant to such a plan are subject to a pre-approval process separate from 20.D.2 and 20.D.3. CEU units, courses, seminars or workshops approved as part of an overall Professional Development Plan may be used for movement to all columns and are not subject to the restrictions of 20.D.1 – 20.D.4. See Exhibit L for details.**~~

~~**** The parties shall evaluate the program in EXHIBIT L in Fall 2008. Unless the parties evaluate and expressly extend or modify the program by the last day of Fall Semester 2008, it shall "sunset" at that time.***~~

4~~5~~. In order to be credited, documented units and degrees shall not have been previously used for salary placement or column movement, and documentation must be received by the District's Human Resources office by November 30 to affect salary placement for that current academic year.

5~~6~~. Documentation must consist of official transcripts mailed directly to the District by the granting institution. Each faculty member is solely responsible for requesting and arranging for the payment of the official transcript.

6~~7~~. All course units are to be from accredited institutions. Semester units are assumed for purposes of computing applicable course units. Quarter units shall be converted to semester units using established District formula. After all quarter units have been totaled and converted to semester units, partial unit totals shall be rounded to the closest whole number; .5 and above shall be counted as one (1).

7~~8~~. Units determined to be appropriate for column advancement but insufficient in number to advance a faculty member to the next column shall be considered to be vested units. Vested units (including "grand-parented" units under the 2000-2003 CBA) may be credited toward future column advancement.

8~~9~~. Effective Spring 2005, courses that are identically numbered may be credited more than once when the course is graded and given credit each time completed, and (1) the content or learning objectives of the course vary despite a constant course number, or (2) the course repeated is required for a degree. Faculty members may be required to

submit to the District's Office of Human Resources proof of course, degree and/or program requirements in order to receive credit for courses repeated.

ARTICLE 20.G (EXTRA COACHING ASSIGNMENTS)

The District and AFT agree that they will after ratification of this successor Agreement meet promptly for the purpose of incorporating language into the CBA that reflects the current agreement and practice regarding coaches' compensation, including pay for post-season playoffs and released time and pay for Head and Assistant Coaches and Athletic Directors.

ARTICLE 21.A-21.B (~~FRINGE~~ BENEFITS)

A. ~~Fringe~~ Benefits – Full-time Employees

1. **Medical**

The District shall continue to provide medical care insurance programs to Contract and Regular Full-time employees, and other employees who were covered as of September, 1981, in accordance with provisions of the City Charter.

There are no changes for **the monthly** employee contributions towards medical premiums for the period 7/1/13 to 12/31/15. Those employee contributions shall be as follows:

	Blue Shield	Kaiser	City Health Plan
Employee only	54.81	0	680.05
Employee +1	268.47	161.21	1,476.65
Employee +2	625.14	479.53	2,325.15

On a one-time basis, employees enrolled for 2015 in Kaiser Employee + 1, Kaiser Employee + 2, or the City Health Plan ~~shall~~ **received,** in their April **2015** pay**,** ~~received~~ a lump-sum payment in reimbursement for the annualized difference between the employee contribution set forth above and that contribution adjusted for a proportionate share of 2015 total premium reductions, after accounting for elimination of the HSS contribution not paid in 2015. ~~That one-time, lump sum payment shall be as follows:~~

	~~Blue Shield~~	~~Kaiser~~	~~City Health Plan~~

~~Employee only~~	~~-~~	~~-~~	~~1,419.31~~
~~Employee +1~~	~~-~~	~~36.72~~	~~3,110.72~~
~~Employee +2~~	~~-~~	~~58.20~~	~~4,985.25~~

~~**The parties further agree that the "Adjusted 2015 Employee Contribution Rates" set forth in the following chart shall be the basis for the negotiation of medical contributions for Calendar Year 2016:**~~

	~~Blue Shield~~	~~Kaiser~~	~~City Health Plan~~
~~Employee only~~	~~54.81~~	~~0~~	~~561.77~~
~~Employee +1~~	~~268.47~~	~~158.15~~	~~1,217.42~~
~~Employee +2~~	~~625.14~~	~~474.68~~	~~1,909.71~~

Effective 1/1/16, Employee contributions towards monthly health premiums were adjusted to reflect the proportionate District and Employee share of changes in health care premiums during the 2015 calendar year. Additional changes to total monthly premiums effective in 2016 were absorbed by the District without impact to Employee contributions. The new monthly Employee contributions effective 1/1/16 are as follows:

	Blue Shield	Kaiser	City Health Plan
Employee only	54.81	0	306.04
Employee +1	268.47	158.15	714.99
Employee +2	625.14	474.68	1215.76

Effective 1/1/17, Employee contributions towards monthly health premiums shall be adjusted to reflect the proportionate District and Employee share of changes to health care premiums for the 2017 calendar year. The new monthly Employee contributions shall be as follows:

	Blue Shield	Kaiser	City Health Plan
Employee only	57.14	0	325.04
Employee +1	297.47	166.97	751.67
Employee +2	650.45	497.87	1264.66

2. Drug/Dental/Orthodontia/Life Insurance

The District shall continue Drug, Dental (including orthodontia) and Life Insurance Programs to Contract and Regular Full-time employees, and other employees covered as of September, 1981.

2.1 Effective January 1, 1995, the face value of the Life Insurance Policy shall be $50,000.

2.2 The District shall, during the life of this Agreement, pay increased premiums for such coverage, if any.

2.3 ~~**Effective July 1, 1993, o**~~**O**nly employees and their eligible dependents with District-provided Health Service System health plans shall be eligible for the District-provided Drug Plan. Employees and their eligible dependents shall first obtain prescriptions through such plans. **In any Plan Year where an eligible employee and/or his/her eligible dependents pays prescription drug co-payments exceeding $1200, t**~~**T**~~he District shall reimburse the employee or eligible dependent co-payment**s in excess of $1200**~~**, if any,**~~ **subject to the following provisions:**

2.3.1 Effective July 1, 2015, the initial Plan Year shall run from July 1, 2016 to October 31, 2016. After October 31, 2016, subsequent Plan Years shall run from November 1 to October 31.

2.3.2 All Claims under this benefit must be submitted to the District during the period from November 1 to November 15.

2.3.3. In order to receive reimbursement under this provision, the employee must submit appropriate documentation of the amount paid for qualifying co-payments in excess of the $1200 deductible. Forms and instructions for this process shall be developed by Human Resources.

2.3.4 Total District payments for co-payment reimbursements in any single Plan Year, unit-wide, shall not exceed $20,000. In the event that more than $20,000 in eligible co-payments are submitted, payments shall be prorated proportionally based on the relationship of the employees submissions to the whole.

2.3.5 Employee dependents who are not participating in a District-provided Health Service System health plan shall not be eligible for benefits under the District-provided Drug Plan.

Effective upon ratification of this Agreement, all Prescription Drug Plan co-pay reimbursements pursuant to this Section shall be suspended through 7/1/16.

2.4 Effective January 1, 2008, the District shall provide, in accordance with carrier requirements, general dental and orthodontia coverage as follows:

General dental, per calendar year: $3,000
Orthodontia, lifetime: $2,000

B. ~~**Fringe**~~ Benefits – Part-Time Employees Medical and Dental/Orthodontia

1. Eligibility

1.1 Part-time employees who are beginning at least their third semester and who are assigned ~~**either twelve and one-half (12 ½) hours or more per week for a semester in the noncredit program or seven and one-half (7 ½) units or more per week for a semester in the credit program**~~ **fifty percent (50%) of a FT load for their position for a semester** will be provided health and dental coverage as outlined in this section. For purposes of this section, employees must serve at least 75% of the service days required in a full semester within that assignment.

1.1.1 Effective Spring Semester 2002, part-time employees who (1) were eligible for and received coverage during the Spring Semester, and (2) are subsequently hired for the Fall Semester at a load making them eligible for benefits will be provided health and dental coverage for the Summer period.

1.1.2 In order to continue health benefits through the Summer period, the District will make additional deductions from employees' paychecks in the months of ~~**May and June**~~**January through May** to cover applicable employee premiums during the Summer **months of June, July and August**~~**period**~~, if any. **The effective rates for January through May shall be 1.6 X the regular employee premium.** Each year, ~~**in April**~~**prior to January,** employees will be notified in writing of the **increased employee premiums for January through May to pay for Summer coverage.**~~**applicable rates and asked to indicate any changes in health plan coverage made during the open enrollment period. Employees who fail to respond to the**~~

~~**District will (1) have deductions made from their paychecks in the months of May and June based on health plan coverage information available to the district at that time and (2) be subject to further payroll adjustments as necessary in August or September.**~~

1.1.3 Employees who are not hired for the subsequent Fall or Spring Semester at a load making them eligible for health and dental benefits shall have their benefits terminated. Benefits shall be terminated effective **September 1st or February 1st in the semester following the last one for which benefits were received**~~**at the conclusion of the week before Fall or Spring Semester instruction commences. Effective Fall Semester 2009, t**~~**T**he District will, in advance of the termination of benefits, notify the Union of any part-time unit member who it determines is no longer eligible for benefits and whose coverage is being terminated.

1.1.4 Effective Fall Semester 2000, part-time employees initially determined to be eligible for health and dental coverage for a semester under Section 1.1, above, subsequently shall not be determined to be ineligible for health and dental coverage under that section if they should suffer a reduction in assigned hours/units in the same semester due to class cancellation(s) because of low enrollment, provided they continue to be assigned for a minimum of five (5) hours per week in the noncredit program or a minimum of three (3) units per week in the credit program. For purposes of this section, employees must serve at least 75% of the service days required in a full semester within that assignment. The total expenditure for this benefit and transit/parking fees (Article 20) shall not exceed $50,000 in any year during the three-year period covered by this Agreement (a total allocation of $150,000 for the three-year period).

1.1.4.1 ~~**For Academic Year 2009-1010 in light of the fiscal crisis and course and schedule reductions prior to the beginning of the Fall and/or Spring semester(s), the District shall not deem part-time faculty ineligible for health and dental coverage provided they were (1) eligible for health and dental benefits in the prior semester, and (2) continue to be assigned for a minimum of five (5) hours per week in the noncredit program or a minimum of three (3) units per week in the credit program. The parties may reopen**~~

~~**this provision of the agreement to discuss whether the provision should be continued beyond the 2009-2010 Academic Year.**~~

~~**Section 1.1.4.1 continues for Academic Year 2010-2011; provided, however, that no later than spring 2011, the appropriate Department Chair or Dean must certify that a part-timer retaining eligibility under this Section did not do so through a voluntary reduction in their assignment.**~~

~~**1.1.4.2**~~ Effective Spring Semester 2001, part-time employees who are beginning at least their third semester and who receive assignments with effective dates that cause the employees' load levels to vary during a semester shall be deemed eligible for health and dental coverage provided the employees, on average, work either twelve and one- half (12½) hours or more in the noncredit program or seven and one-half (7½) units or more in the credit program during the semester. For purposes of this section, employees must serve at least 75% of the service days required in a full semester within that assignment.

1.2 Part-time employees within the credit program whose teaching assignment within a department is limited to eight or nine hours per week and such hours do not equal at least seven and one-half units of credit due to laboratory or lab/lecture load differentials may apply for such coverage. Such applications shall be processed through the consultation procedure between District and Union on a case-by-case basis. Any exception granted shall be documented and provided to the Human Resources Department.

1.3 Any other exception that in the view of the Union is unjust or unfair to an individual because the assigned workload in credit or noncredit does not meet the eligibility criteria of this section, may be submitted by the Union on a case-by-case, semester-by-semester basis. Any coverage allowed as an exception in an individual case shall not be considered or construed as a precedent in any way or in any manner. The District decision on each case is not grievable or appealable under any process. Any exception granted shall be documented and provided to the Human Resources Department.

1.4 Effective Fall Semester 2004, part-time faculty members who give birth will remain eligible for District-paid medical and dental benefits for a maximum period of up to 12 weeks while caring for their newborn child, provided they

were already enrolled for and receiving such benefits. The twelve-week period for the care of a newborn child shall not include the six week period of disability under Article 17, Section D, Paid Maternity Leave.

1.5 For purposes of this section, effective Academic Year 2006-2007, following a break in service of more than four consecutive semesters (a one-month grace period shall be given), an employee shall revert to third semester status provided he/she had attained at least that status prior to the break in service. Employees who do not revert to third semester status following a break in service must establish eligibility pursuant to Section 1.1, above.

2. Dental Insurance **for Part-Time Faculty**

2.1 Effective July 1, 1990, eligible employees will be provided, at District expense, as long as so employed, the Delta Dental Plan of California one-hundred percent (100%) Dental Insurance Program, including orthodontia, for employee and dependents, in accordance with carrier requirements.

2.2 The District shall, during the life of this Agreement, pay increased premiums for such coverage, if any.

3. Health Insurance **for Part-Time Faculty**

3.1 Eligible employees will be provided coverage as long as they remain eligible during the academic year. (See 21.B.1 et. seq.)

3.2 There are no changes for employee medical premium contributions for the period 7/1/13 to 12/31/15. Those employee contributions shall be as follows:

	Blue Shield	Kaiser	City Health Plan
Employee only	54.81	0	680.05
Employee +1	268.47	161.21	1,476.65
Employee +2	625.14	479.53	2,325.15

On a one-time basis, employees enrolled for 2015 in Kaiser Employee + 1, Kaiser Employee + 2, or the City Health Plan ~~**shall**~~ **received,** in their April **2015** pay**,** ~~**received**~~ a lump-sum payment in reimbursement for the annualized difference between the employee contribution set forth above and that contribution adjusted for a proportionate share of 2015 total premium reductions, after accounting for elimination of the HSS contribution not paid in 2015. ~~**That one-time, lump-sum payment shall be as follows:**~~

	~~Blue Shield~~	~~Kaiser~~	~~City Health Plan~~
~~Employee only~~	~~-~~	~~-~~	~~1,419.31~~
~~Employee +1~~	~~-~~	~~36.72~~	~~3,110.72~~
~~Employee +2~~	~~-~~	~~58.20~~	~~4,985.25~~

~~**The parties further agree that the "Adjusted 2015 Employee Contribution Rates" set forth in the following chart shall be the basis for the negotiation of medical contributions for Calendar Year 2016:**~~

	~~Blue Shield~~	~~Kaiser~~	~~City Health Plan~~
~~Employee only~~	~~54.81~~	~~0~~	~~561.77~~
~~Employee +1~~	~~268.47~~	~~158.15~~	~~1,217.42~~
~~Employee +2~~	~~625.14~~	~~474.68~~	~~1,909.71~~

Effective 1/1/16, Employee contributions towards monthly health premiums shall be adjusted to reflect the proportionate District and Employee share of changes in health care premiums during the 2015 calendar year. Additional changes to total monthly premiums effective in 2016 shall be absorbed by the District without impact to Employee contributions. The parties agree that the cost to the District of paying what would otherwise have been the employees' proportionate share of 2016 medical insurance premium increases shall be a relevant factor in subsequent salary negotiations. The new monthly Employee contributions shall be as follows:

	Blue Shield	Kaiser	City Health Plan
Employee only	54.81	0	306.04
Employee +1	268.47	158.15	730.68
Employee +2	625.14	474.68	1244.35

3.3 Coverage shall commence on the first day of the pay period following the first payroll deduction.

3.4 Coverage shall cease on the last day of the pay period in which termination occurs**, or on the last day of the following pay period if the employee has paid contributions towards the premium for that pay period**.

*** * * * * ***

SAN FRANCISCO COMMUNITY COLLEGE DISTRICT AND AMERICAN FEDERATION OF TEACHERS, LOCAL 2121

COMPLETE FULL TEXT PACKET
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ARTICLE 23 (FACULTY SERVICE AREAS)

23.A. ~~**The parties shall conduct additional negotiations on the subject of Faculty Service Areas during the term of this Agreement. Issues include:**~~

~~**1. A review of relevant Education code sections to ensure accuracy, relevancy, and compliance with State law.**~~

~~**2. Periodic updates of defined faculty service areas (FSAs) for credit and noncredit modes of instruction.**~~

~~**3. Competency criteria for faculty teaching in the credit and noncredit modes of instructional; and**~~

~~**4. Any other issues identified and mutually agreed to by the parties.**~~

Definitions

1. Faculty Service Area (FSA)

A Faculty Service Area (FSA) is a service or instructional area or group of related services or instructional subject areas performed by faculty and established by a community college district." (See Ed. Code section 87743.1.) The sole function of FSAs under the Education Code is to provide a rational and workable framework within which retreat rights, seniority rights, and bumping rights can be exercised by faculty in the event of an official reduction in force pursuant to Education Code sections 87743-87746.

The District's FSAs are established and shall be maintained according to the Disciplines List, as adopted by the State Board of Governors of California Community Colleges and contained in the latest "Minimum Qualifications for Faculty and Administrators in California Community Colleges" as published by the California Community College Chancellor's Office (CCCCO), except that each foreign language shall be deemed a separate FSA.

FSA membership shall not impact current practices and procedures governing class assignments outside the discipline or disciplines in which a faculty member was initially hired to provide instruction.

2. Career, Arts and Technical Education FSAs

The parties shall meet promptly following ratification of this Agreement for further discussions in good faith, in order to identify the Disciplines that shall be designated as Career, Arts and Technical Education FSAs.

3. Competency Criteria

Competency Criteria are requirements, established by agreement between the District and AFT, which must be met in addition to minimum and local qualifications by a faculty member to be recognized as competent to serve in a specific FSA.

23.B Assignment to FSA(s)

1. Primary FSA(s)

a. Assignment at Initial Hire

At the time of hire, every full-time and contract faculty member shall be assigned by the District to one or more "Primary" FSAs based on the teaching assignment(s) for which they were hired as a full-time or contract faculty member. The District shall maintain all current discretion over employment decisions, provided that in no case shall any individual be hired and assigned into any FSA for which he or she does not (1) meet state minimum qualifications for the relevant Discipline as set forth in Sections 53400 *et seq.* of Title 5 of the California Code of Regulations, including equivalency established consistent with those Regulations and District Policy, or possess a valid Credential allowing him or her to teach in the relevant Discipline, (2) satisfy any duly adopted local qualifications established for the specific Discipline at issue, and (3) possess any special competencies determined by legal requirements related to the subject matter of the relevant FSA.

b. Current Faculty

Faculty employed prior to the date of ratification of this 2015-2018 agreement shall be assigned by the District to one or more Primary FSAs based on their qualifications and teaching assignments as of that date.

2. Secondary FSAs

Any tenured faculty member may, prior to September 1 of any academic year, petition for recognition of competence in additional "Secondary" FSAs by submitting a written request to Human Resources using the form attached as EXHIBIT R. The petition shall include all documentation/evidence necessary to demonstrate that the faculty member meets Competency Criteria requirements as set forth in Section 23.C, below. It shall be the responsibility of the employee to request inclusion in Secondary FSAs by utilizing this process and to provide the District with all records necessary to substantiate the claim of competency.

Secondary FSAs shall apply in the event of a reduction in force consistent with Education Code requirements, but outside that context shall not create any right for the faculty member to actually be assigned teaching assignments in the Secondary FSA.

NOTE: The parties agree to promptly meet following ratification of this Agreement to consult regarding the form to be used for requesting secondary FSAs.

23.C Competency Criteria

An employee is presumed to be competent in the Primary FSA(s) to which he or she is initially assigned, based upon the discipline or disciplines for which he or she is or was initially hired to teach. To demonstrate competency to be included in a Secondary FSA for the purposes of a reduction in force, however, the faculty member must satisfy the following criteria:

(1) Possession of:

(a) State minimum qualifications for the relevant Discipline as set forth in Sections 53400 *et seq.* of Title 5 of the California Code of Regulations (including equivalency), OR

(b) A valid Credential authorizing the employee to teach in the relevant Discipline; AND

(2) Any and all duly adopted local qualifications for the relevant Discipline; AND

(3) Any special competencies and/or licensures determined by legal requirements related to the subject matter included in the specific FSA; AND

(4) In the case of Career, Arts and Technical Education FSAs, only, either:

(a) Satisfactory substantial and/or consistent teaching experience as the instructor of record (or in the case of counseling or library FSAs, satisfactory provision of services in the relevant area) within the past five (5) years in the FSA, or in the relevant Discipline or its equivalent at another accredited college or university; OR

(b) Demonstration of substantial and/or consistent professional experience in the relevant field within the previous five (5) years; OR

(c) Submission of a portfolio or performance demonstration satisfactorily demonstrating currency and quality for those skills necessary for teaching within the FSA at the District.

23.D Evaluation of Secondary FSA Applications

A Committee consisting of the Vice Chancellor of Academic Affairs or designee, an Associate Vice Chancellor of Academic Affairs, a Dean, two (2) representatives of the Academic Senate and one (1) member chosen by AFT shall review the materials submitted by an applicant for any Secondary FSA. In the case of applicants for Secondary Career, Arts and Technical Education FSAs who choose to submit a portfolio or performance for review under Section 23.C(4)(b)(ii), the Committee shall whenever possible include at least two (2) faculty members from the relevant Discipline. Based on the materials submitted, the Committee shall decide whether the applicant has demonstrated he or she meets the Competency Criteria set forth in Section 23.C, above. An FSA shall be awarded where a majority of the Committee votes in favor of doing so. In the event that the committee does not find that the Applicant has satisfied the necessary Competency Criteria, it will provide an explanation of its decision in writing.

23.E Disputes over FSA decisions

Any dispute arising from an allegation that a faculty member has been improperly denied an FSA shall be classified and procedurally addressed as a grievance under Article 22 of this Collective Bargaining Agreement.

23.F Expiration of Career, Arts and Technical FSAs

In recognition of the fact that it is exceptionally important that instructors in Career, Arts and Technical Education FSAs maintain current skills and knowledge in their rapidly changing fields, Career, Arts and Technical Education FSAs shall expire at the end of any consecutive eight (8) year period unless (1) the instructor satisfactorily teaches at least one course in the relevant discipline at the District or

another California Community College District, or (2) the instructor reapplies prior to the expiration date for a further eight (8) year FSA term, by demonstrating that he or she continues to meet Competency Criteria for the FSA consistent with the requirements of Article 23.C above.

23.G Record of FSAs

According to Education Code section 87743.4, each District shall maintain a permanent record for each faculty member employed by the District of each FSA for which the faculty member possesses minimum qualifications for service and has established Competency pursuant to District competency standards as set forth in Section 23.C above. The record shall be maintained in the faculty member's personnel file.

23.H Role of FSAs in Reductions in Force

Pursuant to Education Code section 87743, the service of no regular employee shall be terminated while any probationary employee, or any other employee with less seniority, is retained to render a service in an FSA for which that employee is both qualified and has been deemed competent pursuant to Sections 23.B and 23.C, above.

23.I Evaluation of Faculty After "Bumping" Into Secondary FSAs

In the event that any faculty member as a result of Reduction in Force "bumps" into a position rendering service in a Secondary FSA, a Peer-Management Evaluation shall occur during the first year of the new assignment. Subsequent evaluations shall occur at the intervals and using the procedure specified in Article 9 of this Agreement.

ARTICLE 25 (CATEGORICAL EMPLOYEES)

See Side-Letter on Categorical Issues, ATTACHMENT A.

ARTICLE 26.E (TEMPORARY EMPLOYEES AND SUBSTITUTES)

References to Article 9 (Evaluations) in the Chart set forth at Article 26.E shall be amended to reflect revisions specified above.

Exhibit M (STUDENT COMPLAINTS)

Student Complaints

A student complaint is an allegation by a student against a faculty member that the member has harmed a student by violating a policy, rule, or regulation, or otherwise engaged in inappropriate conduct. A complaint does not include a grade or file challenge, or an allegation of discrimination or sexual harassment, or other conduct for which immediate disciplinary action or suspension could result.

Student complaints are governed by the following procedure:

Informal Process

1. A complaint should first be raised directly with the faculty member concerned.

2. If a direct meeting does not resolve the complaint, or if either party is unable or unwilling to meet, the complaint should be taken to the faculty member's supervisor.

3. The supervisor may take the following action, including, but not limited to:

   a. Investigating the complaint.
   b. Meeting with any party separately or facilitating a joint meeting.
   c. Recommending appropriate action to any party.
   d. Recommending an evaluation of the faculty member to the Chancellor.
   e. Redirecting the matter as appropriate.

4. If the supervisor fails to resolve the complaint within ~~**20**~~ **10** semester instructional days, then the student may file a formal complaint in accordance with the process set forth below. Semester instructional days include only regular business days during the Fall and Spring semesters, and not summer sessions.

5. If, after the failure of the supervisor to resolve the complaint at the informal level, the student fails to file a formal complaint within an additional ~~**20**~~ **10** semester instructional days, then the matter will be considered dropped unless renewed by the student within the first ~~**20**~~ **10** semester instructional days of the next semester.

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SAN FRANCISCO COMMUNITY COLLEGE DISTRICT AND AMERICAN FEDERATION OF TEACHERS, LOCAL 2121

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(NO FURTHER CHANGES IN EXHIBIT)

SAN FRANCISCO COMMUNITY COLLEGE DISTRICT AND AMERICAN FEDERATION OF TEACHERS, LOCAL 2121

COMPLETE FULL TEXT PACKET
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ATTACHMENT A: SIDE LETTER ON CATEGORICAL EMPLOYEE ISSUES

The District and AFT agree that they (1) are in conceptual agreement regarding changes to current CBA provisions and practices related to categorical employment and sick leave as specified below, and (2) will form an appropriate committee to meet promptly following resolution of the successor agreement, by means of which the parties will develop more specific and appropriate language, processes, forms, procedures, systems and timelines for implementing these conceptually agreed upon changes:

(1) Categorical assignments shall be included in load for PT unit members (on a going forward basis).

(2) FT and PT categorical employees who have been evaluated and received a rating of satisfactory shall have first right of refusal to assignments offered in the same categorically funded program and position.

(3) To the extent that it can be accomplished lawfully and without impairment of contractual or statutory obligations:

   a. The separate sick leave scheme currently specified in CBA article 25.F shall be eliminated on a going forward basis and merged with the sick leave scheme generally applicable to general fund assignments.

   b. As part of this merger, current sick leave accruals for categorical employment would be combined with sick leave previously accrued for general fund employment, and after said combination the combined hours shall be usable as specified in the sick leave provisions generally applicable to general fund assignments.

   c. This combination and merger of the categorical and general fund sick leave schemes and accruals shall occur, if at all, within one (1) year after resolution of the successor agreement.

(4) After the separate sick leave scheme currently specified in CBA Article 25.F is eliminated and accrued sick leave is consolidated, categorical employees shall be eligible to participate in the Voluntary Sick Leave Back benefit as specified in CBA Article 17.E on the same basis as non-categorical employees.

(5) The parties will explore the option of utilizing hourly sick leave for all categories of employee.

(6) Article 25 shall be amended as appropriate to include all applicable references and provisions in light of these and any other agreements impacting Categorical employees.