



STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD
UNFAIR PRACTICE CHARGE

DO NOT WRITE IN THIS SPACE:

Case No:

Date Filed:

INSTRUCTIONS: File the original and one copy of this charge form in the appropriate PERB regional office (see PERB Regulation 32075), with proof of service attached to each copy. Proper filing includes concurrent service and proof of service of the charge as required by PERB Regulation 32615(c). All forms are available from the regional offices or PERB's website at www.perb.ca.gov. If more space is needed for any item on this form, attach additional sheets and number items.

IS THIS AN AMENDED CHARGE? YES If so, Case No. NO

1. CHARGING PARTY: EMPLOYEE EMPLOYEE ORGANIZATION EMPLOYER PUBLIC¹

a. Full name: American Federation of Teachers, Local 2121, CFT/AFT, AFL-CIO
b. Mailing address: 311 Miramar Ave., San Francisco, CA 94112
c. Telephone number: 415-585-2121
d. Name and title of person filing charge: Chris Hanzo, Executive Director E-mail Address: chanzo@aft2121.org
Telephone number: 415-585-2121 Fax No.: 415-585-4305
e. Bargaining unit(s) involved: faculty of City College of San Francisco

2. CHARGE FILED AGAINST: (mark one only) EMPLOYEE ORGANIZATION EMPLOYER

a. Full name: San Francisco Community College District
b. Mailing address: 50 Phelan Ave., San Francisco, CA 94112
c. Telephone number: 415-239-3000
d. Name and title of agent to contact: Steve Bruckman, General Counsel E-mail Address: sbruckman@ccsf.edu
Telephone number: 415-452-5321 Fax No.:

3. NAME OF EMPLOYER (Complete this section only if the charge is filed against an employee organization.)

a. Full name:
b. Mailing address:

4. APPOINTING POWER: (Complete this section only if the employer is the State of California. See Government Code section 18524.)

a. Full name:
b. Mailing address:
c. Agent:

5. GRIEVANCE PROCEDURE

Are the parties covered by an agreement containing a grievance procedure which ends in binding arbitration?

Yes No

6. STATEMENT OF CHARGE

a. The charging party hereby alleges that the above-named respondent is under the jurisdiction of: (check one)

- Educational Employment Relations Act (EERA) (Gov. Code sec. 3540 et seq.)
- Ralph C. Dills Act (Gov. Code sec. 3512 et seq.)
- Higher Education Employer-Employee Relations Act (HEERA) (Gov. Code sec. 3560 et seq.)
- Meyers-Milius-Brown Act (MMBA) (Gov. Code sec. 3500 et seq.)
- Los Angeles County Metropolitan Transportation Authority Transit Employer-Employee Relations Act (TEERA) (Pub. Utilities Code sec. 99560 et seq.)
- Trial Court Employment Protection and Governance Act (Trial Court Act) (Article 3; Gov. Code sec. 71630 – 71639.5)
- Trial Court Interpreter Employment and Labor Relations Act (Court Interpreter Act) (Gov. Code sec. 71800 et seq.)
- In-Home Supportive Services Employer-Employee Relations Act (Gov. Code, § 110000 et seq.)

b. The specific Government or Public Utilities Code section(s), or PERB regulation section(s) alleged to have been violated is/are: Government Code §§ 3543.5(a), (b), (c) and (e), and other relevant sections of the EERA.

c. For MMBA, Trial Court Act and Court Interpreter Act cases, if applicable, the specific local rule(s) alleged to have been violated is/are (a copy of the applicable local rule(s) MUST be attached to the charge):

d. Provide a clear and concise statement of the conduct alleged to constitute an unfair practice including, where known, the time and place of each instance of respondent's conduct, and the name and capacity of each person involved. This must be a statement of the facts that support your claim and *not conclusions of law*. A statement of the remedy sought must also be provided. *(Use and attach additional sheets of paper if necessary.)*


Please see attached.

DECLARATION

I declare under penalty of perjury that I have read the above charge and that the statements herein are true and complete to the best of my knowledge and belief and that this declaration was executed on April 13, 2016 (Date)

at San Francisco, California. (City and State)

Chris Hanzo
(Type or Print Name)


(Signature)

Title, if any: Executive Director

Mailing address: 311 Miramar Ave., San Francisco, CA 94112

Telephone Number: 415-585-2121 E-Mail Address: chanzo@aft2121.org

PROOF OF SERVICE

I declare that I am a resident of or employed in the County of San Francisco, State of California. I am over the age of 18 years. The name and address of my residence or business is 311 Miramar Ave., San Francisco, CA 94112

On April 13, 2016, I served the unfair labor practice charge
(Date) (Description of document(s))

Unfair labor practice charge against S.F. Community College District
(Description of document(s) continued)

on the parties listed below (include name, address and, where applicable, fax number) by (check the applicable method or methods):

placing a true copy thereof enclosed in a sealed envelope for collection and delivery by the United States Postal Service or private delivery service following ordinary business practices with postage or other costs prepaid;

personal delivery;

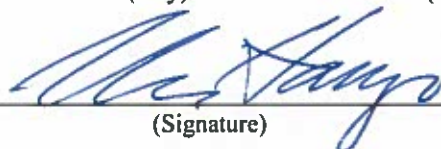
facsimile transmission in accordance with the requirements of PERB Regulations 32090 and 32135(d).

(Include here the name, address and, where applicable, fax number of the Respondent and any other parties served.)

Steve Bruckman, City College of S.F., 50 Phelan Ave., B213, San Francisco, CA.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on April 13, 2016, at San Francisco CA.
(Date) (City) (State)

Chris Hanzo
(Type or print name)


(Signature)

Attachment to Unfair Labor Practice Charge

- The Duty to Bargain in Good Faith, EERA Government Code § 3543.5(c)

Under the Educational Employment Relations Act, the parties are legally obligated to bargain in good faith, on all matters within the scope of representation. A party's "good faith" has been interpreted by the courts and PERB to mean "a subjective attitude which requires a genuine desire to reach agreement." *Placentia Fire Fighters v. City of Placentia* (1976) 64 Cal.App.3d, 9, 25. In establishing "good faith," PERB and the courts review the "totality of the circumstances," or "the totality of the parties conduct" in negotiations for sufficient indicia of a subjective intention to participate in good faith in the bargaining process and to reach agreement, or conversely, of an intent to frustrate or avoid the bargaining process. *Id.* Here, the totality of circumstances in bargaining demonstrate the District's bad faith, subjective intent to frustrate or avoid the bargaining process. See also *Pajaro Valley Unified School District* (1978) PERB Decision No. 51.

1. The Charging Party, the American Federation of Teachers, Local 2121, (AFT 2121 or Union), is the exclusive bargaining representative within the meaning of Government Code § 3540.1(d) for all academic employees employed by the City College of San Francisco. AFT 2121 has approximately 1,500 unit members.
2. The Respondent, City College of San Francisco (CCSF or District), is a public school employer within the meaning of Gov. Code § 3540.1(k). CCSF operates a variety of campuses and sites in the City and County of San Francisco.
3. The parties have been signatories to a series of collective bargaining agreements ("CBA") since 1973. The last CBA ran from July 1, 2013 through June 30, 2015.
4. After the onset of the great recession in 2009, AFT entered into a series of agreements granting the District salary "givebacks" and other cuts resulting in savings of millions of dollars and allowing the District to balance its budgets. When State revenues dropped precipitously in FY2011-12 by \$14 million, the District dipped into its reserves, transferring \$2.6 million to balance its budget. On March 12, 2012, AFT agreed to concessions including a 0.45% retroactive wage giveback for 2011/12, and suspension of pay for tenure review, in addition to cuts in class offerings, summer school, and other savings measures. Further, on June 20, 2012, the District reached agreement with the Union on "AFT's contributions to help close the \$14 million projected CCSF budget deficit for fiscal year 2012..." attached as Exhibit A, "SFCCD and AFT Local 2121 Tentative Agreement." The agreement called for savings through a 2.85% salary cut for 2012/13 only and other savings from attrition and cuts in faculty assignments.
5. In March 2012, the District first notified the Union that it might seek a permanent wage reduction from AFT in addition to the temporary givebacks. In July 2012, the ACCJC publicly sanctioned CCSF, placing it on "Show Cause," for various alleged "deficiencies."

6. Negotiations over a successor agreement continued into Fall 2012 for a successor agreement beginning January 1, 2013. The District told AFT that it would no longer seek *temporary wage givebacks* or “count” savings realized from attrition and program cuts as it had done previously. On November 19, 2012, the District presented contract proposals including a litany of “takebacks,” including permanent wage reductions, reduction of “pro-rata” pay for part-time faculty, and employee contributions to retiree health care, stating that these issues “address[ed] accreditation recommendations and long –term structural deficiencies identified by FCMAT.” (FCMAT is the Fiscal Crisis Monitoring Team that contracts with the State Chancellor’s Office.) See Exhibit C, letter to AFT 2121 from Steve Hale, Employee Relations Manager, SFCCD, Nov. 19, 2012.

7. When negotiations failed to yield an accord, the District imposed a massive wage cut on January 2, 2013, yielding a retroactive 4.4% reduction for 2012/13, which together with the agreed-to 2.85% wage cut, meant an annualized 7.125% cut in pay. Further, the District declared implementation of a 5% ongoing wage cut effective July 1, 2013. Finally, in December, 2013, the parties reached agreement on a new contract through June 30, 2015, which provided a partial restoration of the wage cuts, including 1% restorations in January 2014, and 0.5% in January 2015.

8. CCSF operates on the semester system, with academic year and summer calendars negotiated by the parties. Negotiations towards a successor agreement began during the Spring 2015 semester, which ran from Jan. 9 thru May 23, 2015. The CBA expired on June 30, 2015. The Fall 2015 semester was Aug. 13 thru Dec. 18, 2015. The current Spring semester runs through May 26, 2016.

9. In Fall 2014, in anticipation of the expiration of the CBA on June 30, 2015, the parties discussed plans for negotiating a successor agreement, and agreed to begin negotiations as soon as possible in Spring 2015. The parties agreed to prepare initial bargaining proposals in time to “sunshine” proposals to the public in accord with EERA Section 3547.

10. During discussions regarding the sunshine process, AFT requested that the District schedule additional Board of Trustee meetings beyond its regular monthly meetings to expedite the sunshining process.

11. The Union submitted its Initial Proposal in time for public notice at the February 26, 2015 CCSF Board of Trustees meeting, as agreed upon by the parties, which appears in attached Exhibit D. The District did not submit its Initial Proposal until the March 26, 2015 meeting, following by public comment on April 9, 2015, more than one month after the Union had sunshined its Proposal, which attached as Exhibit E. When questioned concerning the delay, the District only responded that “it wasn’t ready,” a constant refrain in recent years.

12. The parties agreed to meet on Wednesday afternoons from 1:30-5:00 p.m. to negotiate a successor agreement. The first meeting took place on March 18, 2015. However, the District would not engage in “give and take” negotiations until the sunshining process was completed. Rather, they referred to these sessions as “pre-negotiations.” On March 18, 2015, the Union presented extensively on the subject of “Enrollment: the Key to

Rebuilding our College,” including reference to its proposals related to enrollment, class cancellations, and program cuts, so a conceptual proposal for bargaining. The District neither presented nor discussed the Union’s enrollment presentation.

13. On March 25, 2015, the Union presented on the subject of faculty compensation at CCSF. This included a presentation on the decline of salaries for all faculty, the relative decline of full-time salaries at CCSF relative to statewide and Bay Area community colleges and continuation of meeting the agreed upon goal of 100% pay equity for part-time faculty, including a conceptual proposal for bargaining. The District neither presented nor discussed the Union’s faculty compensation presentation.

14. On April 8, 2015, the District confirmed that it would conclude “sunshining” its proposal at the April 9, 2015 Board meeting. The parties also discussed information about the District’s budget at this meeting.

15. On April 15, 2015, AFT presented on faculty workload, hearing from faculty in different disciplines about the negative impact of inequitable “load factors” on faculty and students, including a conceptual proposal for bargaining. The District neither presented nor discussed the Union faculty workload presentation.

16. At the April 22, 2015 meeting, the District announced that it was not ready to make any contract proposals and would not be until it held its “Monday planning session.”

17. The District presented its first contract proposals on April 29, 2015, more than two months after the parties agreed to sunshine their proposals, and just two months before the CBA expired.

18. AFT made its first compensation proposal on May 13, 2015, calling for restoration of salaries to 2007-08 levels (3.7% across-the-board) and of the “frozen step” from 2009/10, plus State COLA and sufficient across-the-board salaries increases to address the high cost-of-living and substandard salaries at CCSF. AFT followed on August 12, specifying that this additional increase should be 16% over three years. See Union’s Initial Compensation Proposal, dated May 13, 2015, and attached as Exhibit F.

19. Bargaining concluded for the Spring 2015 semester on May 20, 2015, and resumed for the Fall 2015 semester on August 12, 2015.

20. Under EERA § 3543.7, the District is obligated to engage the Union in salary negotiations sufficiently prior to adoption of its annual budget to allow for agreement or completion of impasse procedures. The Union, after its March 25, 2015 presentation on faculty compensation, presented its compensation proposal, with contract language, on May 13, 2015, with a follow-up proposal, with contract language, on August 12, 2015. The District adopted a Tentative Budget on June 25, 2015. However, it was not until September 2, 2015, that the District proposed on faculty salaries, just days before submission of the proposed “Adopted Budget 2015-16” was made public. The CCSF Board of Trustees adopted the Final 2015-16 Budget at its public meeting of September 10, 2015. There have been no salary negotiations since March 25, 2015, and none specifically between May 13, 2015 and June 25, 2015, when the Union presented its compensation proposal with contract language and when

the Tentative Budget was adopted, as well as between September 2, 2015 and September 10, 2015, the week between the District's proposal on salary, and the adoption of the Final Budget.

21. On September 2, 2015, the District made its first salary proposal, offering to pass on the State-funded COLA increases to all full-time and part-time faculty, over the three-year agreement (e.g. 1.02% for 2015/16, 0.48% estimated for 2016/17, and 1% estimated for 2017/18.) District's Initial Compensation Proposal, dated September 2, 2015 is attached as Exhibit G. For "restoration," it proposed 4.8% to full-time faculty only, up from 3.7% if it had included part-time faculty in the increase. In doing so, the District reneged on its year 2002 parity declaration which had called for 100% pro-rata pay for CCSF part-time faculty under Education Code provisos calling for "equal pay for equal work" in the California community colleges—a regressive proposal as to part-time compensation.

22. In early September, 2015, AFT challenged District revenue figures in its Adopted Budget, saying that the District was not showing one-time monies from the State for refunding "mandated costs." The District responded by saying they had "missed" this State revenue item, amounting to \$12.9 million to the District in the current year. Based on this revenue, on October 14, 2015, the District revised its salary proposal to include "off-schedule payments" to faculty in each year of the agreement. In its third and last salary proposal on December 16, 2015, the District proposed a slightly higher off-schedule payment in each year of the agreement. See attached Exhibit H, "District's Second Revised Proposal Article 20," dated December 16, 2015. AFT also presented a modified proposal calling for 4% each year beyond restoration, which is attached as Exhibit I, AFT Article 20.A Proposal, dated December 16, 2015. The parties declared impasse in January, 2016, followed by mediation and Mediator Seymour Kramer releasing of the parties to Factfinding on March 24, 2016. See attached Exhibit J, letter from Seymour Kramer to the parties.

23. Throughout negotiations, the District maintained it could not provide an on-schedule salary increase beyond restoration for full-timers and COLA. It repeatedly presented multi-year budget scenarios that it claimed showed that if it granted AFT's wage demands, its Fund Balance or reserves, would diminish each year and especially in 2017/18 when "stability funding" ends. Without stability funding from the State, District revenues from State apportionment stand to decline significantly because they would be based on actual, lower student enrollment. Since ACCJC sanction, student enrollment has decline by as much as 38% over previous levels. Were funding based on actual, not "stabilized" enrollment levels, CCSF would lose \$15-\$20 million annually.

24. The parties have agreed that the contract should extend for three years through 2017/18, the year that the District, under current legislation, loses stability funding from the State. The District says it cannot increase salaries based on that potential loss. AFT counters with (1) the District has a 20% (and growing) Fund Balance; (2) all community colleges scale their programs to actual enrollment levels and still pay competitive faculty salaries.

25. The District is also insisting that the Union agree now to future increases in faculty contributions to the Retiree Health Trust Fund in 2020/21, which under the current contract are already set to increase from 0.25% in 2016/17 over four years to 1% in 2019/20. It has become increasingly clear that the District's insistence on off-schedule payments rather than salary increases and increased retiree health contribution are externally driven, undermining

genuine collective bargaining. The District has alluded generally to these pressures for some time, especially since being placed on sanction by the ACCJC. However, recently, the extent of this intrusion into the collective bargaining process was revealed as follows: A July 2, 2015, letter from ACCJC to the CCSF's Chancellor Susan Lamb placed CCSF under "Category M," enhanced fiscal monitoring based on its analysis of CCSF's 2015 Annual Financial Report. (See letter from Norval Wellsfry to Susan Lamb dated July 2, 2015 and attached as Exhibit K.) ACCJC based its action by applying criteria relevant to AFT/District negotiations. The rating sheet used by ACCJC included, among other criteria: "contribution to ARC less than 50% of ARC;" and "Settlement in excess of COLA – ongoing." When AFT questioned CCSF Vice Chancellor of Finances Ron Gerhard about these criteria, he stated that the College could not risk not complying with these criteria and that the College would address these criteria in the upcoming CCSF Self Study that the college submits to ACCJC.

26. Thus, the unwillingness of the District to engage in good faith, give and take negotiations, especially over the issues of a salary increase to address the problem of an underpaid CCSF faculty, and its fixation on securing increases in faculty OPEB contributions beginning in 2020/21, are clearly driven by ACCJC hidden or "underground" criteria. This explains the District's adamant refusal to move off these positions and why it has engaged in surface bargaining over these critical economic issues.

27. ACCJC-driven change in conference hours and lecture/lab student units leads to the District's failure to bargain over changes in pay and workload for conference hours and lab hours.

- A. On September 14, 2015, AFT raised with the District a potential unfair labor practice charge over the District's unilateral reductions in load credit and pay related to "conference" and other credit lecture hours to comply with ACCJC's directive to comply with State regs on student units/hours. The District agreed not to implement changes in pay and workload without first completing the current bargaining process. See attached Exhibit L, letter from M. Branca, CCSF, to AFT Local 2121 Re: Lecture/Lab Load Issues dated January 25, 2016.
- B. However, the CCSF Curriculum Committee is working to implement the ACCJC directive by Fall, 2016, which would include changes in many courses with conference and lecture hours to lab hours. See attached letter Exhibit M, letter from M. Branca, CCSF, to AFT Local 2121 Re: Notice of Curriculum Committee Decision of October 13, 2015. Furthermore, the District has unilaterally reduced pay this Spring, 2016, for part-time faculty teaching courses for which changes in conference hours went into effect this semester, e.g. Physics 4.
- C. Meanwhile, it has become increasingly evident that the District has no intention of engaging the Union and negotiating over Union proposals to address the problem, including (1) AFT's "M-Lab" proposal, which would allow compliance with State regs *without* cutting faculty load and pay by allowing designation of some Music class hours as labs but factored at the lecture rate; (2) AFT's conference lab proposal, which would allow conversion of conference hours to "conference labs," but factored at the lecture rate. The District has refused to bargain with the Union over these

subjects through its flat rejection of AFT proposals, failure to provide any rationale for its rejections, or otherwise engage the Union by making counter-proposals and making a sincere effort to reach agreement, its actions to implement changes in course workloads, and its unilateral reductions in part-time faculty pay, as alleged above.

28. On April 12, 2016, Susan Lamb, CCSF Chancellor, sent a new District bargaining proposal directly to all unit members by email, in which the District made proposals improving the District's wage offer, *without first making the proposal to AFT 2121*. The proposal was sent on or about 5:43 p.m. through the District's email server. (On April 13 AFT 2121 discovered an email from the District sent at 4:55 p.m. that contained the District's "pre-factfinding offer," and a note to call the District's negotiator the next day with "any questions.") The attachment is 55 pages long, single-spaced. The manner, method and timing of this "proposal" indicates the District had no real intention to afford the Union an adequate opportunity to review the proposal, raise questions, and advise its membership of the proposal. It turned out, given the means of delivery, that the Union did not actually receive the proposal until after the District contacted unit members directly. The District used a delivery method that was intended to assure that the Union would not have an opportunity to review the proposal and respond to it, before the District bypassed the Union and contacted the unit members directly. The new proposal offered improvements in compensation for unit members beyond those contained in the District's last proposal. This proposal was made after the completion of mediation, and prior to a fact-finding hearing, for which the parties are in the process of selecting a fact-finder. The District's college-wide communication was given the misleading title of: "Status of Negotiations between the District and AFT." A copy of this communication, which was NOT sent to AFT 2121 by the District, is attached as Exhibit N. The District's action, in sending this new proposal directly to unit members, attempts to undercut the Union and drive a wedge between the Union and unit members, by appealing directly to the unit members. Additionally, the District proceeded to hold a "media briefing for news outlets to provide details about its latest financial offer" early the following morning on April 13. This violation is an attempt to discredit the Union by denying to the Union the opportunity to analyze the proposal and otherwise represent its members, while trying to make the Union appear uninformed and powerless.

By this action the District:

- A. Engaged in interference, restraint and coercion of AFT and its unit members in violation of section 3543.5(a).
- B. Bypassed the Union and directly dealt with unit members on a mandatory subject of negotiations, thereby failing to negotiate in good faith, in violation of section 3543.5(c).
- C. Denied to AFT 2121 its rights to represent the unit in violation of section 3543.5(b).
- D. Refused to participate in good faith in the PERB impasse procedures in violation

of section 3543.5(e).

- By engaging in the conduct alleged above, the District has violated Government Code §§ 3543.5(a), (b), (c), and (e), denied AFT 2121's rights to represent its members; and other relevant sections of the EERA.

As a remedy the Charging Party demands:

(a) A. CEASE AND DESIST FROM:

1. Failing and refusing to negotiate with AFT 2121 promptly upon request.
2. Failing to provide timely and complete responses to AFT 2121's requests for necessary and relevant information.
3. Failing and refusing to bargain with AFT 2121 over proposed wage increases and workload, and
4. Failing to notice AFT 2121 of its bargaining proposals prior to releasing them to AFT bargaining unit members and the public, and
5. Negotiating with AFT 2121 in bad faith.
6. Failing and refusing to participate in good faith in PERB's impasse procedure.
7. Communicating directly with unit members in violation of the Act.
8. Engaging in interference, restraint, and coercion of AFT's unit members and AFT.

B. TAKE THE FOLLOWING AFFIRMATIVE ACTION DESIGNED TO EFFECTUATE THE PURPOSES OF EERA:

1. Negotiate in good faith with AFT 2121.
2. Rescind the April 12 Memo to AFT unit members with an explanation that doing so without first providing its bargaining proposal to the Union was an unfair labor practice.
3. Make whole any employees who suffered loss of pay because of the unilateral changes alleged above, plus interest at the legal rate.

(b) that the District reimburse the Charging Party for its Attorneys' Fees and expenses; and

(c) for such other and further relief as is just and proper.

Dated: April 13, 2016

Exhibits of Unfair Labor Practice Charge filed by AFT Local 2121 on April 13, 2016 against SFCCD for Failure to Bargain in Good Faith

- A. June 20, 2012 SFCCD and AFT Local 2121 Tentative Agreement
- B. ACCJC July 6, 2012 Press Release Re: "Show Cause" Sanction of CCSF
- C. November 19, 2012 letter from Steve Hale, Employee Relations Manager, SFCCD to AFT Local 2121 Re: Revised Proposal
- D. Union's Initial Proposal of Feb. 26, 2015
- E. District's Initial Proposal of April 9, 2015
- F. Union's Initial Compensation Proposal of May 13, 2015
- G. District's Initial Compensation Proposal of Sept. 2, 2015
- H. District's Second Compensation Proposal of Dec. 16, 2015
- I. Union's Compensation Proposal of Dec. 16, 2015
- J. Mediator Seymour Kramer's letter to parties of March 24, 2016
- K. ACCJC's Norval Wellsfry letter to Susan Lamb, CCSF, of July 2, 2015
- L. Letter from M. Branca, CCSF to AFT Local 2121 of Jan. 26, 2016 re: Lecture/Lab load issues
- M. Letter from M. Branca, CCSF to AFT Local 2121 of Oct. 13, 2015 re: Notice of Curriculum Committee decision
- N. "Status of Negotiations between the District and AFT," from CCSF Chancellor Susan Lamb on April 12, 2016

Ex. A

**SAN FRANCISCO COMMUNITY COLLEGE DISTRICT AND AFT LOCAL 2121
TENTATIVE AGREEMENT**

**Subject to Adoption by the Board of Trustees and Ratification by AFT Local 2121
June 20, 2012**

As part of AFT's contribution to help close the \$14 million projected CCSF budget deficit for fiscal year 2012-2013, an annualized 2.85% percentage deduction from all faculty salaries shall be made subject to the following:

1. Details for implementing the percentage deduction shall be mutually agreed to by the parties.
2. The percentage deduction shall be for earnings in 2012-2013 only.
3. The parties recognize that the percentage deduction represents only part of the savings from AFT unit members during 2012-2013. Significant savings from attrition and cuts in faculty assignments have also been identified.
4. During negotiations for a successor agreement this Fall 2012, the parties will review cost projections used by the parties in reaching this agreement, including the rollover wage base, savings from cuts and attrition, and the new wage base, as well as the actual amount of monies deducted from faculty salaries.
5. Both parties acknowledge the potential for additional State funding cuts for 2012-2013 and agree to work cooperatively should the District need to further reduce spending.
6. If the \$14 million projected deficit improves for 2012-2013 because of increased revenues to the District, under the parties' CBA they are required to negotiate over AFT's proportionate share of those new revenues. Negotiations over faculty compensation will include restoration of the percentage deduction. The parties further agree that restoration of lost salary increments for academic year 2009-2010 remains a high priority in addition to the priorities identified in Article 20.A.3.
7. The District agrees to increase its contribution to faculty health coverage by picking up the increased "MOU amounts" for Kaiser and Blue Shield coverage, and apply the Blue Shield amount to City Plan enrollees, effective July 1, 2012, for an additional District cost of up to \$247,000. During Fall 2012 successor negotiations, the parties will reassess cost estimates for the July 1, 2012 increases in the "District Match" and "District MOU" using Fall faculty enrollments. Estimated savings will be applied to offset further HSS increases slated for January 1, 2013.

The semi-monthly Charter-mandated District contribution effective July 1, 2012 is \$261.49. Effective July 1, 2012, the District shall provide the following additional semi-monthly contribution for employee medical insurance premiums:

**SAN FRANCISCO COMMUNITY COLLEGE DISTRICT AND AFT LOCAL 2121
TENTATIVE AGREEMENT**

Subject to Adoption by the Board of Trustees and Ratification by AFT Local 2121

June 20, 2012

Page 2

	Member only	Member + 1 Dependent	Member + 2 or more Dependents
Kaiser	\$3.52	\$188.01	\$250.87
All other plans	\$22.07	\$231.10	\$314.92

This additional contribution, combined with the District's Charter-mandated contribution, is reflected in the following table of semi-monthly rates, effective July 1, 2012:

	Total Premium	District Contribution	Employee Cost
Kaiser			
Employee Only	\$265.01	\$265.01	\$0.00
Employee +1	\$529.50	\$449.50	\$80.00
Employee +2/more	\$749.03	\$512.36	\$236.67
Blue Shield			
Employee Only	\$304.22	\$283.56	\$20.66
Employee +1	\$607.94	\$492.59	\$115.35
Employee +2/more	\$860.01	\$576.41	\$283.60
City Plan			
Employee Only	\$618.73	\$283.56	\$335.17
Employee +1	\$1,215.57	\$492.59	\$722.98
Employee +2/more	\$1,709.55	\$576.41	\$1,133.14

8. Unit members who retire from District service with an effective date on or between July 1, 2012 and June 30, 2013, shall be refunded any salary deduction made per this agreement.



For the District
June 20, 2012



For AFT
June 20, 2012

EX. B

Press Release:

3:00 p.m. July 6, 2012. Accrediting Commission for Community and Junior Colleges, Western Association of Schools and Colleges (ACCJC), 10 Commercial Blvd., Suite 204, Novato, CA 94949; 415-506-0234; accjc@accjc.org.

Representatives of City College of San Francisco (CCSF) participated today in *Forum: City College of San Francisco in Jeopardy?* a program of KQED, a National Public Radio station serving northern California. In that program, comments by CCSF representatives were made which may cause public misunderstanding about the accredited status of the institution and conditions found there. This press release is issued to provide members of the public with correct information concerning these matters.

The U.S. Department of Education charges its recognized accreditation agencies, including the Accrediting Commission for Community and Junior Colleges (ACCJC), with the responsibility to inform the public if the contents of reports or the accredited status of an institution are misrepresented. In their remarks, the KQED *Forum* program guests in their official capacity as representatives of CCSF stated incorrectly the ACCJC in its recent comprehensive evaluation of CCSF found there were no issues with instruction and services provided for students. The representatives also maintained the ACCJC noted favorably that CCSF had directed all of its focus on serving students. Further, the representatives indicated the level of sanction was not unlike sanctions given to a large number of other colleges in the region by the ACCJC.

The ACCJC evaluation team visited CCSF March 12 through March 15, 2012, after first reviewing the documentary evidence and Self Evaluation Report prepared by CCSF. The evaluation team findings, some of which were first identified as long as ten years ago, include the need for systematic instructional planning, provision of student and library services, and an urgency to undertake program review for all courses, programs, and support services to report and improve student success and strengthen institutional effectiveness. Student learning outcomes for courses, programs, degrees and certificates must be developed and regularly assessed in order to align college practices toward continuous improvement. Student services must be assessed to ensure services are prioritized and expanded to support students, regardless of college location. Faculty evaluation must include a component addressing participation in student learning outcomes assessment. Additional recommendations address administrative capacity, staffing, facilities and equipment utilization and planning, stewardship of fiscal resources including the need for adequate reserve funds, improving decision-making, and governance structures and governing board operations.

In its evaluation report, the team found CCSF failed to demonstrate that it meets the requirements outlined in a significant number of ACCJC Eligibility Requirements and Accreditation Standards. CCSF had also failed to implement the eight recommendations of the 2006 evaluation team; five of those eight were only partially addressed, and three were completely unaddressed. Under U.S. Department of Education regulations, institutions are expected to resolve noted deficiencies within a two-year period or the ACCJC must take action to terminate accreditation. At its June 6-8, 2012 meeting the Accrediting Commission acted to

order Show Cause for CCSF, permitting a final period of time for resolution of recommendations and to fully meet the Eligibility Requirements and Accreditation Standards.

The Accrediting Commission took action on 45 institutions at its June 2012 meeting. CCSF was the sole institution to receive an order of Show Cause. This is the most severe sanction of the ACCJC short of terminating an institution's accreditation. Show Cause is ordered when the Accrediting Commission finds an institution in substantial non-compliance with the Commission's Eligibility Requirements, Accreditation Standards, or Commission policies, or when the institution has not responded to the conditions imposed by the Accrediting Commission. City College of San Francisco must show cause why its accreditation should not be withdrawn by the Accrediting Commission at its June 2013 Commission meeting, demonstrate that it has corrected the deficiencies noted by the Commission, and is in compliance with the Eligibility Requirements, Accreditation Standards, and Commission policies. The burden of proof rests on the institution to demonstrate why its accreditation should be continued.

The detailed Evaluation Report describing the findings, analysis and conclusions of the 2012 CCSF evaluation team, and the ACCJC Action Letter to Dr. Pamela Fisher, Interim Chancellor of CCSF, have been posted on the www.accjc.org website, in the Directory of Accredited Institutions at the City College of San Francisco entry. The report and letter detail deficiencies in instructional practices, student services practices, administrative capacity, and resource management.

Questions can be addressed to: Accrediting Commission for Community and Junior Colleges, Western Association of Schools and Colleges (ACCJC), 10 Commercial Blvd., Suite 204, Novato, CA 94949; 415-506-0234; accjc@accjc.org. Information about the accreditation process, the accredited status of institutions, and documents pertaining to City College of San Francisco can be accessed at www.accjc.org.



EX. e

EMPLOYEE RELATIONS OFFICE

33 GOUGH STREET • SAN FRANCISCO, CA 94103 • (415) 241-2255 • FAX (415) 241-2336

To: Chris Hanzo, AFT Executive Director
Alisa Messer, AFT President

From: Steve Hale, Employee Relations Manager
San Francisco Community College District

Date: November 19, 2012

Re: **REVISED PROPOSAL: Negotiations for Successor CBA to be Effective January 1, 2013; and Consideration of "Trombone" Clause, CBA Article 20.A.1.2**

I. UPDATED BUDGET SCENARIO

In approving Proposition 30 the voters of California placed their faith in public education as a means of getting our state back on track. Additionally, San Francisco voters showed their support for City College by passing Proposition A. We want to acknowledge and thank all in the college community, including AFT, who worked so hard to ensure the success of these important measures.

However, while the passage of both measures provides some financial relief, the District still must make significant fiscal and structural reform to sustain fiscal solvency as called for by FCMAT and required by the Accrediting Commission. In addition, while the passage of Proposition 30 allows the District to operate within its adopted budget for FY 2012-13, the District may now lose significant funding in 2012-2013 because of projections that we will not meet our base enrollment target, and the District does not have adequate reserves to cover this potential shortfall.

Based on revised enrollment projections for FY 2012-2013, the District must save an additional \$3.5 million in this fiscal year in one-time savings. For FY 2013-2014 and beyond, the District has identified and committed to management changes that will be implemented to sustain fiscal solvency, but the savings that will be garnered from these management changes will not be enough to ensure long-term fiscal solvency. Therefore, the District is proposing to all employee groups that the remainder of the reductions come through negotiable labor concessions. Because of the passage of both measures, for FY 2013-2014 the needed labor concessions have been revised downward from nearly \$8 million to \$5.5 million in ongoing savings.

If the needed fiscal labor concessions were to be attained *solely* through an across-the-board wage reduction, based on a District-wide cost-of-1% (salary and salary-driven fringes) of

BOARD OF TRUSTEES

JOHN RIZZO, PRESIDENT • DR. ANITA GRIER VICE PRESIDENT • DR. NATALIE BERG • CHRIS JACKSON
RODRIGO SANTOS • STEVE NGO • LAWRENCE WONG, ESQ. • WILLIAM WALKER, STUDENT TRUSTEE
DR. THELMA SCOTT-SKILLMAN, INTERIM CHANCELLOR

\$1,485,421, and AFT cost-of-1% of \$990,068,¹ under the revised budget scenario the District would need all District employees to reduce wages as follows:

Fiscal Year 2012-2013 A full-year wage reduction of 2.36% (beyond concessions already implemented for FY 2012-2013 and in addition to proposed reductions for FY 2013-14). If implemented January 1, 2013, the effective impact for the remainder of the fiscal year would be an additional 4.71% wage reduction through June 30, 2013. This wage reduction would expire on June 30, 2013.

Fiscal Years 2013-2014 Assuming all FY 2012-2013 salary concessions expire on June 30, 2013, and assuming the District meets base enrollment for FY 2012-2013, an ongoing wage reduction of 3.7% effective July 1, 2013.²

II. NEGOTIATIONS FOR SUCCESSOR CBA TO BE EFFECTIVE JANUARY 1, 2013

When AFT and the District agreed in June of 2012 to extend the Collective Bargaining Agreement (CBA) through December, the parties specifically committed to completing successor CBA negotiations before the expiration of the contract on December 31, 2012. In addition to the revised budget scenario identified above, the District has identified structural changes needed to promptly address accreditation recommendations and to sustain fiscal solvency in order to meet the timeline to show why the District must be allowed to maintain accreditation.

The issues identified below address accreditation recommendations and long-term structural deficiencies identified by FCMAT. The issues identified below also provide options to reduce costs and thereby reduce the potential amount of an across-the-board wage reduction.

Workload/Efficiency

	<u>Proposal</u>
Payroll	Move to monthly payroll
Class Size	Revise minimum class size provision
Class Caps	Revise limitations on class caps

¹ The cost of 1% for AFT has been estimated based on a lower total spending for class sections associated with the defeat of Proposition 30.

² If base enrollment is not met, this will cause a continuing loss of State revenue in FY 2013-2014 and beyond, and may necessitate the need for additional ongoing savings.

Proposal

Class Multipliers	Revise class multipliers contained in contract and in District policy
Intellectual Property	Finalize provision for compensation related to developing online courses
Part-Time Reemployment Preference	Revise restrictions relative to enrollment management goals
Part-Time Reemployment Preference	Eliminate requirement for proportionate reduction in full-time overload when part-time assignments are reduced

Ongoing Changes in Compensation

	<u>Proposal</u>	<u>Projected Budget Savings</u>
Tenure Review	Eliminate tenure review pay	\$260,000
Part-Time Pro Rata Pay	Reduce pro rata pay scales by 10% (i.e., 77.4% of full-time pay scales instead of 86%)	\$1,840,800
Sabbaticals	Eliminate pay for sabbaticals <u>Reduce pay for or suspend sabbaticals (suspension of sabbaticals would save \$800,000 in one-time savings each year)</u>	Up to \$800,000
Full-Time Workload	Increase workload from 30 units to 33 units	\$4,200,000
Part-Time Office Hours	Reduce reimbursement for part-time office hours to State-funded level	\$443,000
Compensation Formula	Reexamine formula in light of non-viability in that it does not adequately take into account the rising cost of health care or the OPEB liability	
Wages	Effective retroactive to July 1, 2012, across-the-board wage reduction of <i>up to</i> 2.36% (one-time).	\$2,332,832
	Effective July 1, 2013, across-the-board ongoing wage reduction of <i>up to</i> 3.7%.	\$3,665,879

Ongoing Changes in Benefits

	<u>Proposal</u>	<u>Projected Budget Savings</u>
Active Medical	Reduce District contribution to health insurance premiums for all members	\$1,140,000 (District-wide)

	<u>Proposal</u>	<u>Projected Budget Savings</u>
Active Medical – Part-time members	Pro-rate District contribution to part-time members who are eligible for benefits	\$1,023,000
Dental	Reduce District contribution to 50% of premium cost for dental	\$1,350,000 (District-wide)
Prescription Drugs	Eliminate reimbursement for co-pays	\$120,000 (District-wide)
Retiree Medical	Establish 2% employee contribution to retiree medical	Long-term savings
Retiree Medical	Reduce District’s long-term retiree medical liability through change in eligibility	Long-term savings
Parking	Eliminate reimbursement for parking	\$10,000
Parking Permits	Establish campus parking permit program consistent with Education Code section 76360	TBD (District-wide)

(changes will be)

The District reserves the right to revise the above proposals.

III. CONSIDERATION OF “TROMBONE” CLAUSE, CBA ARTICLE 20.A.1.2

Despite significant reductions in State revenues in the past three years, the District has deferred bearing the full brunt of those reductions through a series of strategic budget decisions and temporary labor concessions that – while getting the District through the crisis one year at time – have not produced ongoing savings. For FY 2012-2013, the parties agreed to a temporary reduction of 2.85% effective July 1, 2012, but State funding has not improved, and Proposition A revenues will be insufficient to offset the revenue deficit when this temporary reduction expires.

As such, the District has determined that in the event the parties are unable to reach agreement on fiscal proposals *before December 13, 2012*, it may be necessary to invoke the trombone clause to decrease pay rates, as contemplated by Article 20.A.1.2. If invoked, a decrease in pay rates of 4.71% would be effective December 28, 2012, representing an annualized decrease of 2.36% for FY 2012-2013 and an ongoing decrease of 4.71% thereafter. If base enrollment is met for FY 2012-2013, the amount of reduction for FY 2013-2014 may be lowered.

AFT 2121 Sunshine Document

During the last few years, faculty at City College of San Francisco have gone above and beyond to defend, improve, and rebuild our College. Pay cuts have not stopped us from delivering quality, accessible, affordable public education. As our accreditation issues are slowly being resolved, it is time to turn our attention to rebuilding enrollment and our faculty core. City College of San Francisco cannot hope to attract high quality faculty to the most expensive city in America when salaries are 3.5% lower than they were in 2007. And we cannot attract students to return to their education when Administration cancels classes and cuts programs.

District spending on faculty has dropped significantly in recent years while CCSF revenues have bounced back to pre-recession levels, especially from Prop 30 and Prop A. CCSF's fund balance and reserves have increased dramatically. Resources now exist to fund improvements in teaching and learning.

In this document, in order to rebuild our college to be the City College San Francisco deserves, we propose changes to our AFT 2121 contract that include:

- Restoring a role for faculty, students, and community in major District decisions;
- Restoring wage cuts and providing compensation that accounts for the increasingly high cost of living in the Bay Area;
- Recruiting diverse faculty to reflect the racial, age, cultural, gender and other types of diversity of our students and community;
- Reducing class size minimums and class cancellations to rebuild enrollment;
- Providing robust professional development opportunities;
- Rebuilding our full-time faculty core;
- Attracting hard-to-recruit instructors in science, allied health, and career and technical education by increasing lab pay;
- Providing equitable and fair employment practices, and;
- Providing additional student services including child care and financial literacy services.

We look forward to presenting our proposals for making City College of San Francisco an even better place to teach and learn.

Proposal Details

Increase Access to Quality Education

1. Implement a comprehensive Enrollment Recovery Initiative involving faculty, staff, and students to outreach to our communities.
2. No program cuts or campus closures without shared decision-making and community dialogue.
3. Restore minimum class size from 20 to 15 students, in recognition of the accreditation crisis and its impact on enrollment and faculty workload. (Article 18.B).
4. During the life of this Agreement while the College rebuilds enrollment, refrain from class cancellations due to low enrollment. Where cancellations are unavoidable or when faculty are faced with the possibility of going underload, reassign faculty to alternative professional work or to work on the Enrollment Recovery Initiative. (Articles 18.B and 18.G)
5. In order to allow for enrollment to build, prohibit cancellation of new classes or classes being newly offered at a campus for three semesters. (Article 18.B).
6. In addition to its final report on class cancellations each semester, the District shall provide the Union with its daily reports of class cancellations during the first weeks of the semester. (Article 7.J.2.)
7. Provide quality, faculty-directed professional development. Restore money for faculty to attend conferences, trainings, and other professional development opportunities and develop new curriculum and course materials. (New contract provision).
8. Increase one-year sabbatical pay to allow more faculty to apply for these underutilized sabbaticals for professional development and renewal. (Article 17.L)
9. Support enrollment and retention through financial aid, counseling departments, and community and government partnerships to build financial literacy for low-income and nontraditional students. Create rational tuition payment policies that don't push out our students. (New contract provision).
10. Expand access to City College's high-quality child care programs for students and employees of the College. (New contract provision).
11. Provide access to adequate and convenient supplies, copiers, printers, computers, and other technology to all faculty. (Article 16).
12. Create an academic calendar that supports faculty and provides maximum community access to CCSF programs. (Article 19)
 - a. Negotiate annual academic calendars, summer and other calendars that better sync with SFUSD school calendars e.g. spring break and holidays.

- b. Provide for holidays that meet community needs including Lunar New Year.
- c. Work to reform State laws/regs where necessary to provide more local flexibility in providing a school year calendar that best meets student and program needs.
- d. Provide a noncredit summer session calendar that provides greater access for students, e.g. earlier start date.
- e. Through a joint task force/shared governance processes, take a fresh look at the viability of moving to a *compressed* academic year calendar, i.e. two 16-week semesters.

Retain and Attract High Quality, Diverse Faculty

1. Prioritize recruiting additional full time faculty, including replacing full time faculty who have resigned or retired, and stop the practice of displacing full time with part time jobs. (Article 12).
2. Recover from years of pay cuts and no cost-of-living increases. Restore wage cuts and benchmark compensation (including columns and steps) above the median of Bay Area community colleges. (Article 20.A).
3. Provide across-the-board salary increases to offset State-mandated increases in employee CalSTRS deductions during the life of the Agreement. (Article 20.A)
4. Restore the "frozen" salary step advancement of 2009-2010 by advancing affected faculty the appropriate number of lost semesters or step advancement. (Articles 20.A and 20.C)
5. Encourage recruitment, retention, and upgrading of diverse faculty in accord with an effective CCSF Staff Diversity Plan and other programs. (Article 4, Article 12).
6. Retain and attract high quality faculty in science, health care, and career and technical education by equalizing the lab load factor to accurately reflect the workload of preparing for and teaching a lab. (Article 18).
7. Change the load for non-credit classes in recognition of the increasing workload expectations in non-credit and the additional state funding for non-credit classes. (Article 18).
8. Resume progress toward "equal pay for equal work" for all faculty work at CCSF, including part-time and full-time overload. (Article 20.A).
9. Address excessive workload of faculty who are assigned coordination duties (Article 18).
10. Reduce excessive increase in paperwork and data collection to allow faculty to focus on teaching and interacting with students. (Article 18).

11. Consider resumption of a salary formula that provides faculty with their fair share of new revenues for compensation improvements while balancing District budget needs. (Article 20.A.1.3, 20.A.2, and 20.A.3)
12. Reimburse co-payments above a reasonable threshold for faculty adversely affected by the suspension of Prescription Drug Plan. (Article 21.A.2.3)

Clarify Language and Enhance Faculty Rights

1. Implement financial penalty for late and/or incorrect paychecks. (Article 20).
2. Modify Article 10 provisions to provide that *all* disciplinary actions taken by the employer, including suspensions and dismissal of *any* unit member, require just and sufficient cause. (Article 10). Replace appeal process with grievance/arbitration process for terminations of temporary employees. (Article 13.E; Article 22.E.3.3.3.2) Dismissal and suspension of contract and regular (full-time) faculty shall remain in accord with Ed Code provisions.
3. Faculty shall receive a copy of any complaint filed against them under the District's Title 5 Non-Discrimination Procedures prior to an investigatory interview conducted by the District. The District will notify the accused faculty member of their right to Union representation in the investigatory interview. (Article 5 Non-Discrimination). The District shall provide to the faculty member a complete copy of its findings in timely fashion.
4. Increase AFT reassign-time over the life of the agreement in accord with the EERA and comparability with other large community college bargaining units. (Article 7.H).
5. Clarify and update provision for Union short-term leave requests for AFT representatives to reflect current practice by eliminating CBA language "who are not elected officers" (Article 7.I.3)
6. Replace outdated specific bulk mailing locations cited in CBA with a commitment to distribute Union mail through the District's mailbox system in bulk "to all faculty mailbox locations." (Article 7.F.1.1)
7. Incorporate Faculty Service Areas into the collective bargaining agreement. (Article 23).
8. Clarify intent of deeming service as a full-time LTS or grant/categorical employment as the first year of contract employment, where such year of temporary full-time service occurs immediately prior to contract employment, to include the instance where a faculty is upgraded to contract status after only one semester of full-time temporary service. (Education Code 87478, Article 9.D.7.1.1 and Article 17.L.2.4)
9. Provide salary placement credit for new faculty hires by providing Step placement credit for full-time equivalent service from outside CCSF similar to that provided to other Bay Area community colleges. (Articles 20.A.3.3, A.3.3.1 and A.3.3.1.1).

10. Units approved under the State's Bureau for Private Postsecondary Education (BPPE) shall be deemed "accredited" for salary placement/advancement and sabbatical study purposes. (Article 20.D.7, Article 20.B.1.1.9, and Article 17.L.6.1.1)
11. Provide reemployment rights for full-time categorical employees comparable to those of part-time temporary unit members (Article 25, Article 13-1) Provide retiree health benefits to full-time categorical employees, including employer/employee contributions to OPEB, with at least five (5) years of full-time service and who are members of the Health Service System at the time of retirement from CCSF. (Article 25, Article 21.A, Article 21.F)
12. Convert all remaining hourly pay assignment to Pay-by-Load and incorporate specific methodology for calculating PBL into the CBA. (Article 20.A.5)
13. Consolidate faculty sick leave accumulated for categorical and General Fund assignment into one single sick leave "pot" that may accumulate over time. (Article 17.C; Article 25.F.3)
14. Provide for reopener negotiations over the District's contributions for faculty health care premium rates when new rates are negotiated between the S.F. Health Service System and insurance carriers for 2016 and beyond. (Article 21.A/B).
15. Clarify and modify sabbatical approval process as appropriate (Article 17.L).



EX. E.

City College of San Francisco

50 PHELAN AVENUE • SAN FRANCISCO, CA 94112 • (415) 239-3000

CITY COLLEGE OF SAN FRANCISCO INTRODUCTION TO DISTRICT'S OPENING PROPOSAL TO AFT LOCAL 2121

The College (including Administration, Department Chairs, Faculty, Classified Staff, and Students) has worked diligently these last few years to provide quality education and a stable and professional working environment. The contributions of faculty members to the delivery of quality education to City College students have been extraordinary – all the more so, because these contributions have been achieved during fiscal times in which deserved wage increases have not been possible. Responding to the challenges the District faced in the accreditation process, the College as a whole has made significant progress. The District applauds the Faculty's many contributions toward reaffirmation of accreditation.

As we reopen negotiations for a new collective bargaining agreement between the District and the American Federation of Teachers, Local 2121, declining enrollment presents a continuing challenge to the fiscal health of the college. In response to this challenge, the District will need to balance fiscal prudence alongside the shared goal of fairness in compensation and benefits relative to Bay Area community colleges. The District will also need to continue its efforts toward effective governance and management of the institution.

Our continuing overarching goals are:

- Sustaining the accredited status of the institution
- Continued student success
- A salary formula that enables faculty salaries to rise, over time, above the median of Bay Area community colleges, within the context of the District's financial resources
- Responsible fiscal management
 - o Balancing the budget
 - o Responsible spending
 - o Preserving newly developed technology and facilities development and maintenance plans

BOARD OF TRUSTEES

RAFAEL MANDELMAN, PRESIDENT • THEA SELBY, VICE PRESIDENT • DR. AMY BACHARACH
DR. BRIGITTE DAVILA • STEVE NGO • JOHN RIZZO • SHANELL WILLIAMS, STUDENT TRUSTEE
DR. GUY LEASE, SPECIAL TRUSTEE
DR. ARTHUR Q. TYLER, CHANCELLOR

- Ensuring that the Collective Bargaining Agreement does not intrude into matters within the purview of the Academic Senate
- Improved Human Resources practices and efficiencies in the following areas
 - o Performance Management
 - Enhanced opportunities for professional development of faculty
 - Enhanced faculty evaluation processes
 - Improved processes for mentorship and counseling
 - o Benefits Management
 - Benefits package
 - Equity in cost sharing
 - o Enrollment management
 - Under- and overload assignments
 - Assignment and modal load
 - o Update personnel policies
 - o Faculty upgrading policies

As we collectively strive to sustain accreditation and help the College in its restoration efforts, we look forward to a candid and collegial exchange of views and proposals with the Union on all matters of concern that are within the scope of representation, and to receipt of Union input on policy matters through established District channels. Finally, the College and its constituencies endeavor to honor civil discourse in all of their communications and interactions.

INTERESTS IDENTIFIED BY THE DISTRICT

All Articles

Update terminology in the Agreement (position titles, office locations, etc.) when necessitated by changes in the District's organizational structure and staffing patterns. Update language in the Agreement to reflect the respective roles of deans and department chairpersons. Replace references to "shared governance" with "participatory governance" as appropriate. Utilize consistent terminology regarding work days and calendar days. Eliminate outdated provisions and extraneous dates.

Ensure that the Collective Bargaining Agreement does not intrude into matters within the purview of the Academic Senate.

Article 1, Bargaining Unit

Determine an appropriate period of time for the duration of the Successor Agreement.

Article 5, Non-Discrimination

Review the Non-discrimination provision to ensure that it continues to comply with Board policy and State and federal law.

Article 6, Management Rights, and Other Sections As Appropriate

Assess frequency and circumstances for administrator teaching assignments and retreat rights.

Article 8, Academic Freedom, Duties, and Responsibilities

Establish policy whereby all faculty shall use District email address for District business. Encourage faculty attendance at graduation.

Article 9, Evaluation, and Applicable Exhibits

Assess and strengthen the effectiveness of the current evaluation process and the clarity of contract language. Enhance the roles of supervisors and managers in the evaluation process. Consider expanding mentorship opportunities for all faculty. Permanently eliminate compensation for tenure review committee members and mentors. Assess advisability of having non-department members in the evaluation process. Review self-evaluation waiting period and consider longer waiting period. Evaluate efficacy of early tenure process, including right of team member to abstain from voting.

Article 11, and Exhibit M, Side Letter to Personnel Files,

Assess the effectiveness and appropriateness of the Student Complaint Procedure.

Article 12 and see Article 26, Upgrading

Review the Upgrading provision, the Handbook for Faculty Screening/Interviewing Committees, the Faculty Hiring Procedures and all other related and appropriate District documents to assure uniformity and consistency with District policy and other provisions of the Agreement.

Article 13, Assignment and Scheduling, and Article 14, Transfer

Reexamine and modify, as appropriate, the transfer and reassignment criteria and procedure based on the needs of the District and in light of the District's departmental and multi-campus structure. Clarify the rights of part-time faculty members returning from leave and of involuntarily transferred faculty. Clarify the difference between "same" vs. "comparable" workload language. Clarify that 13.E only applies to mid-semester removals. Assess the appropriateness of an appeal process. Clarify that discretion of site administrator applies to 14.D.3. Include reference to Article 4 in connection with reference to affirmative action. Confirm that before transfer/reassignment, employees meet minimum qualifications.

Article 13-1, Part-Time Reemployment Preference

Review part-time reemployment preference including modal load and revise as appropriate to reflect the needs of the District and student learning opportunities.

Article 16, Work Environment

Consider incentives for use of public transportation and other measures to help the District comply with State or federal Clean Air Act requirements.

Article 17, Leaves

Assess need to modify criteria governing awards of sabbaticals. Clarify criteria for granting unpaid leaves.

Article 18, Load and Class Size

Modify contract provisions to accommodate FLAC. Address modifications in Board Policy 3.15.

Article 19, Calendar

Review entire Article to meet state requirements and program/District needs.

Define appropriate levels of faculty participation in graduation ceremonies; move Article 19.D to Article 8 (Duties, Responsibilities, Academic Freedom). Consider establishing a deadline for resolution of calendar for forthcoming two years. (Article 19) Review flex day policy/practices.

Article 20, Compensation

Move toward reconstituting a salary formula that enables faculty salaries to rise, over time, above the median of Bay Area community colleges, within the context of the District's financial resources. Such a formula would be based on total compensation and would include a productivity component. The parties would

need to identify a realistic timeline for negotiating and implementing such a formula, taking into account the fiscal challenges the District faces within the next decade.

Modify contract provisions to accommodate new Faculty Load and Compensation (FLAC) system.

Clarify parameters of extra coaching assignments (20.G).

Evaluate initial step placement rules for nurses based on (1) "related" experience (hospitals or other professional experience), and (2) 40-hour threshold for qualification as full-time work experience. (20.B.3.3).

Article 21, Fringe Benefits

Modify or eliminate faculty drug copay reimbursement. Review eligibility criteria and District contributions for part-time faculty. Review terms/implementation of Retiree Health Care Trust Fund. Increase faculty contributions to the Retiree Health Care Trust Fund by 1 percent. Explore means for reducing retiree health benefits costs. Modify 21.B.1.1.2 to reflect existing practice for part-time employees (monthly premium payments rather than pre-collecting for summer months).

Article 23, Faculty Service Areas

Address bargainable issues for implementation of FSA.

Article 24, No Strike

Assess necessity for Article 24B in light of the parties' eventual agreement on possible reopeners.

Article 25, Categorical Employees

Review policy and practice relating to categorical employees to ensure legal compliance. Identify and catalog the contractual Articles applicable to categorical employees. Review relationship between Article 25 and other aspects of the contract pertinent to categorical employees.

Article 26, Temporary Employees and Substitutes

Review application of the revised provision re Temporary Employees and Substitutes, including the Expedited Upgrading Procedure to insure that the provision serves its intended purpose with respect to staffing temporary short-term vacancies and providing appropriate compensation. Check other provisions of CBA to be sure that faculty filing short term assignments don't get credit for purposes of salary placement.

Exhibit L, Professional Development

Evaluate currency.

Side Letters

Evaluate relevance/currency of Side Letters.

EX. F

May 13, 2015

AFT Proposal

ARTICLE 20.A COMPENSATION/SALARIES

Article 20.A Compensation

(New Section) 2015-16, 2016-17, 2017-18 Academic Years

Restoration to 2007-08 salary levels

District shall increase all faculty salaries by 3.7024% effective July 1, 2015, to restore salaries to 2007-2008 levels.

Restoration of frozen salary step of 2009-2010

Effective July 1, 2015, District shall :

- 1) advance by one step all full-time faculty who would have advanced but for the 2009-2010 step freeze, and
- 2) advance the semester count of all part-time faculty by one for each semester that they would have advanced during the 2009-2010 academic year but for the step freeze.

Restore COLA and increase salaries to above median of Bay Ten community colleges

Impart across-the-board increases to all unit members over the life of the Agreement to bring full-time faculty salaries above the median of Bay Ten community colleges and to restore losses to inflation (CPI) to all unit members.

Parity for part-time faculty and full-time extra pay

Continue progress towards full salary parity (100% pro-rata) for all part-time faculty and full-time extra-pay assignments.

EX. 6

DISTRICT'S SALARY *OPENING* PROPOSAL
ARTICLE 20
September 2, 2015

2015/16

Effective 7/1/15:

- 1% COLA to all unit members – full and part-time Faculty
- An additional 4.8% to full-time faculty

2016/17

Effective 7/1/16:

- District to confer to all unit members the COLA conferred by the State – full and part-time faculty

Commencing 1/17:

- Parties to conduct reopener negotiations for a salary formula based on *FTES growth* for the 2017/18 academic year.

COLA only

2017/18

Effective 7/1/17:

- District to confer to all unit members the COLA conferred by the State – full and part-time faculty
- Implement new salary formula from 2016/17 reopener negotiations (above)

Commencing Effective 1/17: 1/18

- Parties to conduct reopener negotiations for a salary formula based on *FTES growth and productivity goals* for the 2018/19 academic year and beyond.

Note: The District plans on reducing class schedules by 5% in each of the next three semesters (Spring 2016, Fall 2016, Spring 2017) for a total reduction of the class schedule of 15%. The District believes that this is the threshold level of classes required to support the base FTES after stability funding ends in 2017-18, without risking any further reduction of FTES.

Ex. H

DISTRICT'S *SECOND REVISED* PROPOSAL
ARTICLE 20
December 16, 2015

2015/16

Effective 7/1/15:

- 1% COLA to all unit members
- An additional 4.8% on-schedule increase to full-time faculty
- A 2.17% off-schedule payment to full-time faculty
- A 2.9% off-schedule payment to part-time faculty

2016/17

Effective 7/1/16:

- District to confer to all unit members the COLA conferred by the State
- A 2.17% off-schedule payment to full-time faculty
- A 2.9% off-schedule payment to part-time faculty

Commencing 1/17:

- Parties to conduct reopener negotiations for a salary formula based on *FTES growth* for the 2017/18 academic year.

2017/18

Effective 7/1/17:

- A 2.17% off-schedule payment to full-time faculty
- A 2.9% off-schedule payment to part-time faculty
- District to confer to all unit members the COLA conferred by the State
- Implement new salary formula from 2016/17 reopener negotiations (above)

Effective 1/18:

- Parties to conduct reopener negotiations for a salary formula based on *FTES growth and productivity goals* for the 2018/19 academic year and beyond.

EX. I

December 16, 2015

AFT Proposal

ARTICLE 20.A COMPENSATION/SALARIES and 20.B Initial Salary Step and Column Placement; 20.G Coaches and Athletic Directors Compensation

(New Section) 2015-16, 2016-17, 2017-18 Academic Years

1. Restoration to 2007-08 salary levels

District shall increase all faculty salaries by 3.7024% effective July 1, 2015, to restore salaries to 2007-2008 levels.

2. Restoration of frozen salary step of 2009-2010

Effective July 1, 2015, District shall :

- a) advance by one step all full-time faculty who would have advanced but for the 2009-2010 step freeze, and
- b) advance the semester count of all part-time faculty by one for each semester that they would have advanced during the 2009-2010 academic year but for the step freeze.

3. State Cost of Living Adjustments (COLA)

District shall confer the State COLA to all unit members in each year of the agreement.

4. Additional across-the-board increases

Impart across-the-board increases of 4% in each year of the agreement to all unit members.

5. Initial step placement for new full-time faculty

Effective Fall 2015, provide salary step placement credit for previous experience as part-time faculty and for related part-time experience.

6. Initial column placement for new full-time faculty

Effective Fall 2015, eliminate provision limiting faculty hired under equivalencies to columns E or F, which was superseded by moving to the BA+ model for counting units for column placement. (Articles 20.B.1.2 and 20.B.2.1.8)

7. Initial salary placement for part-time faculty

Replace current 20.B.3.1 with:

Part-time faculty will be placed at the appropriate step and column on the appropriate pro rata mirror scale. Effective Fall, 2015, the District shall grant step 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.

8. P.E. Coaches compensation

Per prior agreement between AFT and the District, the parties shall include in Article 20.A the agreed upon provisions governing additional compensation and released time for Athletic Directors and coaches as follows:

Article G. Coaching and Athletic Director Assignments:

Compensation for coaching and Athletic Director assignments shall be as follows:

Athletic Directors (AD's)

1. Shall receive 7.5 units of release time, and a
2. Stipend of 110 instructionally-related (IR) in the semester served.

Head Coaches (except basketball)

1. Shall receive 7.5 units of teaching load credit, and a
2. Stipend of 185 hours in the semester served.

Assistant Coaches (except basketball)

1. Shall receive 4.5 units of teaching load credit, and a
2. Stipend of 125 IR hours if full time and 62 IR hours if part-time in the semester served.
3. The assistant football coach/offensive coordinator shall receive a stipend of 165 IR hours in the semester served.

Basketball Coaches

1. The basketball class is a short term course that meets before the start of the basketball season beginning October 1 and ending in mid-March at the end of basketball season.
2. The Head Basketball Coach shall receive 4.5 units of teaching load credit in the Fall and Spring semesters;
3. The Head Basketball Coach shall receive a stipend of 185 instructionally-related (IR) hours paid over Fall and Spring semesters;
4. The Assistant Basketball Coach shall receive 3 units of teaching load credit in the Fall and Spring semesters;
5. The Assistant Basketball Coach shall receive a stipend of 125 instructionally-related (IR) hours paid over Fall and Spring semesters.

Part-time faculty will be placed at the appropriate step and column on the appropriate pro rata mirror scale. Effective Fall, 2015, the District shall grant step 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.

8. P.E. Coaches compensation

Per prior agreement between AFT and the District, the parties shall include in Article 20.A the agreed upon provisions governing additional compensation and released time for Athletic Directors and coaches as follows:

Article G. Coaching and Athletic Director Assignments:

Compensation for coaching and Athletic Director assignments shall be as follows:

Athletic Directors (AD's)

1. Shall receive 7.5 units of release time, and a
2. Stipend of 110 instructionally-related (IR) in the semester served.

Head Coaches (except basketball)

1. Shall receive 7.5 units of teaching load credit, and a
2. Stipend of 185 hours in the semester served.

Assistant Coaches (except basketball)

1. Shall receive 4.5 units of teaching load credit, and a
2. Stipend of 125 IR hours if full time and 62 IR hours if part-time in the semester served.
3. The assistant football coach/offensive coordinator shall receive a stipend of 165 IR hours in the semester served.

Basketball Coaches

1. The basketball class is a short term course that meets before the start of the basketball season beginning October 1 and ending in mid-March at the end of basketball season.
2. The Head Basketball Coach shall receive 4.5 units of teaching load credit in the Fall and Spring semesters;
3. The Head Basketball Coach shall receive a stipend of 185 instructionally-related (IR) hours paid over Fall and Spring semesters;
4. The Assistant Basketball Coach shall receive 3 units of teaching load credit in the Fall and Spring semesters;
5. The Assistant Basketball Coach shall receive a stipend of 125 instructionally-related (IR) hours paid over Fall and Spring semesters.

Playoffs

All coaches, full-time and part-time, involved in post-season playoffs, finals, tournaments, or State playoffs shall be paid 15 instructionally-related per week of playoffs up to a maximum of 4 weeks or 60 hours.

Ex. J

STATE OF CALIFORNIA

EDMUND G. BROWN JR., Governor

PUBLIC EMPLOYMENT RELATIONS BOARD
State Mediation and Conciliation Service
1330 Broadway, Suite 1330
Oakland, CA 94612
Tel: (510) 873-6465 Fax: (510) 873-6475



March 24, 2016

Public Employment Relations Board
1330 Broadway, Suite 1532
Oakland, CA 94612

SF-IM-3093-E
SAN FRANCISCO COMMUNITY COLLEGE DISTRICT/AFT LOCAL 2121

Dear Public Employment Relations Board:

In accordance with Section 3548 of the EERA, I have served as the mediator in the above-cited impasse. I have been unable to effect a settlement in this matter, and I believe that factfinding is appropriate to the resolution of the impasse.

Please note that, pursuant to section 3548.4 of the EERA, the parties have agreed to continue utilizing SMCS as a mediator in the event that factfinding does not result in a settlement.

Thank you,

Seymour Kramer
Mediator

Cc:
Susan Lamb, Chancellor
San Francisco Community College District
50 Phelan Ave., B213
San Francisco, CA 94112

Chris Hanzo, Executive Director
AFT Local 2121
311 Miramar Ave.
San Francisco, CA 94112



**ACCREDITING
COMMISSION
for COMMUNITY and
JUNIOR COLLEGES**

*Western Association
of Schools and Colleges*

10 COMMERCIAL BOULEVARD
SUITE 204
NOVATO, CA 94949
TELEPHONE: (415) 506-0234
FAX: (415) 506-0238
E-MAIL: accjc@accjc.org
www.accjc.org

Chairperson
STEVEN KINSELLA
Administrative Member

Vice Chairperson
SUSAN KAZAMA
Academic Member

President
BARBARA A. BENO

Vice President
SUSAN B. CLIFFORD

Vice President
KRISTA JOHNS

Vice President
GARMAN JACK POND

Associate Vice President
JOHN NIXON

Associate Vice President
NORVAL WELLSFRY

July 2, 2015

Ms. Susan Lamb
Interim Chancellor
City College of San Francisco
50 Phelan Ave
San Francisco, CA 94112

Dear Chancellor Lamb:

Colleges are required to submit an Annual Financial Report (AFR), including their annual audit, to the Commission. The purpose of the Annual Financial Report is to monitor the fiscal condition of colleges in accordance with federal requirements and to enable the Commission to identify colleges that are at potential financial risk. The Accrediting Commission for Community and Junior Colleges, Western Association of Schools and Colleges (ACCJC), at its meeting June 3-5, 2015, reviewed the staff analysis of the 2015 Annual Financial Report. This analysis includes data from the current year and a comparison of data from the 2011, 2012, 2013, and 2014 Annual Financial Reports to assess changes in financial conditions.

The ACCJC has developed a Composite Financial Index (CFI) to assess institutional finances. The factors used in the CFI include the Primary Reserve Ratio, Net Operating Revenue Ratio, Salary and Benefit percentages, enrollment changes, default rates on Federal Student Loans, audit reports, and other financial information. Based on the analysis, colleges are assigned one of three levels of financial risk. Colleges in category N (Normal monitoring) are not subject to additional monitoring. Colleges in Category M (Enhanced monitoring) will have enhanced monitoring of their financial condition in the current and subsequent reporting years to assess whether financial conditions improve or deteriorate. Colleges assigned as category R (referred) undergo a more comprehensive analysis of their financial condition by the ACCJC's Financial Reviewers. The Commission will take action upon a finding of severe risk.

As a result of the analysis of the 2015 Annual Financial Report, City College of San Francisco has been identified as category M. As a result the institution will be subject to enhanced monitoring. The reasons for the enhanced monitoring include:

- Primary reserve ratio
- Salary and benefits percentage
- Enrollment change
- ARC contribution
- Change in cash balance
- Audit deficiencies
- Excessive leadership changes



**ACCREDITING
COMMISSION
for COMMUNITY and
JUNIOR COLLEGES**

*Western Association
of Schools and Colleges*

10 COMMERCIAL BOULEVARD
SUITE 204
NOVATO, CA 94949
TELEPHONE: (415) 506-0234
FAX: (415) 506-0238
E-MAIL: accjc@accjc.org
www.accjc.org

Chairperson
STEVEN KINSELLA
Administrative Member

Vice Chairperson
SUSAN KAZAMA
Academic Member

President
BARBARA A. BENO

Vice President
SUSAN B. CLIFFORD

Vice President
KRISTA JOHNS

Vice President
GARMAN JACK POND

Associate Vice President
JOHN NIXON

Associate Vice President
NORVAL WELLSFRY

July 2, 2015

Ms. Susan Lamb
Interim Chancellor
City College of San Francisco
50 Phelan Ave
San Francisco, CA 94112

Dear Chancellor Lamb:

Colleges are required to submit an Annual Financial Report (AFR), including their annual audit, to the Commission. The purpose of the Annual Financial Report is to monitor the fiscal condition of colleges in accordance with federal requirements and to enable the Commission to identify colleges that are at potential financial risk. The Accrediting Commission for Community and Junior Colleges, Western Association of Schools and Colleges (ACCJC), at its meeting June 3-5, 2015, reviewed the staff analysis of the 2015 Annual Financial Report. This analysis includes data from the current year and a comparison of data from the 2011, 2012, 2013, and 2014 Annual Financial Reports to assess changes in financial conditions.

The ACCJC has developed a Composite Financial Index (CFI) to assess institutional finances. The factors used in the CFI include the Primary Reserve Ratio, Net Operating Revenue Ratio, Salary and Benefit percentages, enrollment changes, default rates on Federal Student Loans, audit reports, and other financial information. Based on the analysis, colleges are assigned one of three levels of financial risk. Colleges in category N (Normal monitoring) are not subject to additional monitoring. Colleges in Category M (Enhanced monitoring) will have enhanced monitoring of their financial condition in the current and subsequent reporting years to assess whether financial conditions improve or deteriorate. Colleges assigned as category R (referred) undergo a more comprehensive analysis of their financial condition by the ACCJC's Financial Reviewers. The Commission will take action upon a finding of severe risk.

As a result of the analysis of the 2015 Annual Financial Report, City College of San Francisco has been identified as category M. As a result the institution will be subject to enhanced monitoring. The reasons for the enhanced monitoring include:

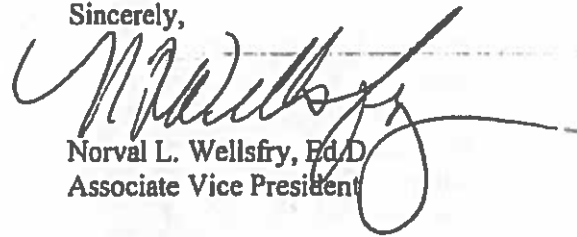
- Primary reserve ratio
- Salary and benefits percentage
- Enrollment change
- ARC contribution
- Change in cash balance
- Audit deficiencies
- Excessive leadership changes

Ex. K

Ms. Susan Lamb
City College of San Francisco
July 2, 2015

At this time, no action is required by your College. This status is provided as an early alert that the institution's fiscal status is at some risk. The institution might wish to enhance its internal financial review and planning to improve its condition, if necessary.

Sincerely,

A handwritten signature in black ink, appearing to read "Norval L. Wellsfry", written over a horizontal dashed line.

Norval L. Wellsfry, Ed.D.
Associate Vice President

NLW/mg

Attachment: Composite Financial Index

**ACCJC
COMPOSITE FINANCIAL INDEX**

CRITERIA	THRESHOLD FOR RUBRIC
PRIMARY RESERVE RATIO* <i>(Beginning Bal + Revenue - Expenditures)/ Expenditures)</i>	< 5%
NET OPERATING REVENUE RATIO* <i>(Income[Deficit]/Operating Revenue)</i>	< 4%
	< 0%
OPERATING DEFICIT (3 YEAR AVERAGE)	< 0
Deficit%	
SALARY/BENEFITS (3 YR AVG)	>86% = 1
	>90% = 2
ENROLLMENT CHANGE	
< -10%	1
< -25%	2
< -50%	3
Contribution to ARC < 50% of ARC	1
% Change in Unrestricted Cash Balance	> -5%
Audit Concerns (Material Weaknesses or multiple SD's)	yes
Financial Student Loan Default Rate (FSLD)-3 year rate	> 20%
	> 30%
Cash Flow	NO
Settlement in Excess of COLA - ongoing	Yes
Leadership Changes - Executive level	>= 2

*STRATEGIC FINANCIAL ANALYSIS FOR HIGHER EDUCATION, 7TH EDITION, KPMG



Ex. 4

EMPLOYEE RELATIONS OFFICE

50 PHELAN, E200 CONLAN HALL • SAN FRANCISCO, CA 94103 • (415) 241-2255 • FAX (415) 241-2336

MEMORANDUM

January 25, 2016

To: Tim Killikelly, President
Chris Hanzo, Executive Director
AFT Local 2121

From: Mickey Branca
Dean, Employee Relations

Re: Lecture/Lab Load Issues

A handwritten signature in black ink, appearing to read "Mickey Branca", with a long horizontal flourish extending to the right.

Chris and Tim,

As the Union has pointed out, the Curriculum Committee's decision to eliminate the "conference" course category has raised issues regarding pay and/or load for some faculty members who teach courses including "conference" hours. This letter confirms the District's commitment to "hold harmless" faculty members affected by changes made in response to the elimination of the conference category as of fall 2015, pending completion of negotiations over impact. Details follow.

FACTS

Across the State, it is normal practice for Community College to designate classes as lecture, lab or some combination of the two. At City College of San Francisco, for a significant number of the class hours designated as "lecture," the hours of load credited to the instructor teaching the course has not been aligned with the number of units credited to a student taking the course; in most such cases, the instructor has been receiving credit for the lecture hours as if they are hours of lecture, while the student has only received credit as if they are hours of lab. In practice, this means that students have only earned one unit of credit for every three hours of load credited to the instructor.

The United States Department of Education has emphasized that students are entitled to receive full unit credit for all hours they earn, and that student unit credit and faculty load credit for a course must therefore align. The necessity of complying with this standard was also included in recent accreditation reports. To remain accredited, the District's Fall 2016 – Spring 2017 Catalog must both "[d]emonstrate that the school has aligned all current courses to higher education standards," and "[s]how a clear and consistently-applied College policy for the future use of hours and assignment of units."

The District has also employed a unique "conference" category, where there is again a discrepancy between the hours credited to faculty and the units credited to students. These

BOARD OF TRUSTEES

RAFAEL MANDELMAN, PRESIDENT • THEA SELBY, VICE PRESIDENT • DR. AMY BACHARACH
DR. BRIGITTE DAVILA • STEVE NGO • ALEX RANDOLPH • JOHN RIZZO • BOUCHRA SIMMONS, STUDENT TRUSTEE
DR. GUY LEASE, SPECIAL TRUSTEE
SUSAN E. LAMB, INTERIM CHANCELLOR

concerns gave rise to an imperative for action at the curricular level. The Curriculum Committee determined that the "conference" category should be eliminated, and that affected faculty and departments should review all course hours previously designated as "conference" and ascertain, as a matter of academic integrity, whether those courses' content qualified them as lecture or as lab. This determination is an academic matter to be decided by faculty as part of their professional responsibilities, and is not within the purview of the District's administration. Once course hours are designated as lecture or lab, student unit credit and instructor load credit are set accordingly, and faculty are paid for teaching those hours as set forth in the negotiated Collective Bargaining Agreement.

Some faculty members have, to date, refrained from finishing the required evaluation and implementing any change. Others, however, have - after reviewing the course content with other members of their departments - determined that conference hours associated with courses they teach which have previously been credited as lecture hours are or should actually be categorized as labs, and those changes have been submitted to the Curriculum Committee.

Categorizing a course previously treated as a three hour lecture as a one hour lab reduces the number of units a full-time faculty member teaching that course will carry in a semester. At the same time, such a change also impacts the pay of a part-time faculty member teaching that course. The Union has made clear its position that the District is obligated to negotiate over such impacts, and to maintain the status quo (i.e., the pay and/or load reflected in course designations that existed before the conference category was eliminated). The Union points out that it has made proposals regarding faculty load that would eliminate or mitigate the impact of this development on affected faculty members.

DISCUSSION

Objectively, this is not a situation where the District is making a change on a negotiable matter. Rather, it is a multifaceted development where: (a) an action originated in a mandate expressed by the United States Department of Education; (b) that action gave rise to a decision by the Academic Senate's Curriculum Committee to eliminate a course category; (c) the Curriculum Committee's decision resulted in faculty members, through their departments, examining course content; (d) some faculty members then determined that hours previously categorized as "conference" and credited to them as lecture hours were, in fact, "labs;" (e) faculty members submitted those changes to the Curriculum Committee.

The District's Administration itself did not take any of these actions. To this point, changes have *only* been implemented as to courses where a change has been submitted by the faculty. For courses where no change has been submitted to the Curriculum Committee, course hours previously credited to faculty as conference hours will continue to be credited as conference hours, and conference hours previously credited as lab hours will continue to be credited as lab hours, until such a change is actually submitted. In cases where students enrolled in such classes have been credited with fewer units of credit than the hours which are credited to the instructor, however, student credit will be aligned in order to comply with Department of Education mandates.

Notwithstanding these facts, the Union has presented proposals relating to load that can be viewed as bearing on this issue. We acknowledge that to the extent elimination of the conference category does have negative impacts on faculty wages or faculty workload, those negative impacts are negotiable. We also acknowledge that such negative impacts would

adversely affect the dynamics of an already challenging negotiation, and that the Union has warned us that it intends to initiate an unfair practice charge on the issue. Regardless of the merits, such a charge would further detract from our negotiations over both the impacts and over a successor agreement as a whole.

Accordingly, the District agrees that pending completion of our negotiations (i.e. through the end of the semester in which negotiations are complete) all course hours previously categorized as "conference" hours and credited to faculty as lecture hours, and which as a result of the elimination of the conference category have been re-categorized as lab hours in or after Fall 2015, shall be credited to instructors "as if" no change was made.

We trust that this action addresses the Union's concerns regarding this issue. As always, we remain open to discussion if the Union has further concerns.



EX. M

EMPLOYEE RELATIONS OFFICE

50 PIHILAN, E200 CONLAN HALL • SAN FRANCISCO, CA 94103 • (415) 241-2255

TO: AFT Local 2121
FR: Mickey Branca, Employee Relations, City College of San Francisco
RE: Notice of Curriculum Committee Decision
DT: October 13, 2015

The purpose of this email is to notify AFT of the decision by the Curriculum Committee that addresses the issue that some course hours of instruction are not aligned with the units awarded to students.

In 2014, the accreditation visiting team noted that City College is not in compliance with the U.S. Department of Education standard (enforced by ACCJC) relating to the awarding of student units [ACCJC Standard II.A.9. and ACCJC Policy on Award of Credit. 34 C.F.R. sec 602.2, 602.24(f)]. There are some 461 courses where the total hours for the course are not fully or correctly awarded to a student taking those courses. For example, there are course hours totaling 3 units of lecture where the student is awarded 1 unit. In this case, the U.S. Department of Education standard is that the student should also be awarded 3 units, or if the student is only awarded 1 unit, the 3 lecture hours are incorrectly catalogued as lecture and should be reported as 3 lab units.

In order to be in compliance with this standard, the Curriculum Committee of the Academic Senate has determined that the faculty must publish in the catalog of course offerings for Fall 2016 the correct student units (in the above example as 3 lecture or 1 lab) for each of the 461 courses that are not currently in compliance. If the College does not make this change with the publication of the Fall 2016 catalog (to be finalized in February 2016), it will not meet ACCJC Standard II.A.9. and ACCJC Policy on Award of Credit. 34 C.F.R. sec 602.2, 602.24(f).¹

In addition, a similar problem exists for courses where some of their hours are assigned as conference hours. Some are assigned 4 hours (3 lecture, 1 conference) whereas the student only receives 3 units. The student should receive 4 units or the 1 conference hour should be converted to 1 lab hour. There are approximately 100 courses with conference hours.

¹ Institutions must maintain policies and procedures that assure award of credit for educational experiences is based on achievement of stated student learning outcomes, comparability of that learning to other institutions in higher education, applicability and appropriateness of that learning experience for the program or degree offered, and generally accepted norms in higher education. Institutions must conform to a commonly accepted minimum program length as per the Commission Policy on Institutional Degrees and Credit. Institutions must also conform to U.S. Department of Education regulations defining a credit hour and to regulations regarding clock to credit hour conversions that may be applicable to non-degree undergraduate programs. [ACCREDITING COMMISSION FOR COMMUNITY AND JUNIOR COLLEGES, *Western Association of Schools and Colleges, "Policy on Award of Credit" (Adopted June 2004; Revised June 2012, June 2013)*]

The institution awards course credit, degrees and certificates based on student attainment of learning outcomes. Units of credit awarded are consistent with institutional policies that reflect generally accepted norms or equivalencies in higher education. If the institution offers courses based on clock hours, it follows Federal standards for clock-to-credit-hour conversions. [34 C.F.R. § 602.2, 602.24(f)]

The faculty are responsible for compliance with the U.S. Department of Education standard enforced by the ACCJC. Once the faculty correct the out of compliance condition by offering more units to the students or by converting the lecture and/or conference hours to lab hours, the College will continue to comply with all the compensation requirements of the current collective bargaining agreement (CBA) between the District and AFT. The hours assigned and pay for lecture and lab hours are and will continue to be according to the existing CBA.

We are notifying you about this serious dilemma in order to enable the Union to assess whether it believes that bargainable impacts exist, and to make whatever proposal(s) it believes to be appropriate. We emphasize that the Fall schedule must be published in February. If negotiable impact(s) is or are identified, negotiations over such effects would need to be initiated immediately. Given that fact, any meet and confer over impacts should be pursued separately from contract negotiations.



Jessica Buchsbaum <jbuchsba@gmail.com>

Status of Negotiations between the District & AFT

Susan Lamb <slamb@ccsf.edu>
To: "ccsf@cloud.ccsf.edu" <ccsf@cloud.ccsf.cc.ca.us>

Tue, Apr 12, 2016 at 5:43 PM

Office of the Chancellor

50 Phelan Avenue ~ Room B213 ~ San Francisco, CA 94112 ~ Phone (415) 239-3303 ~ Fax (415) 239-3918

Status of Negotiations between the District & AFT

The District and AFT are now entering the fact-finding phase of negotiations. In this phase, a three-member expert panel conducts a hearing on the issues and makes a non-binding recommendation to the parties.

Prior to the factfinding hearing, the District and AFT are required to exchange their current best offers. The District's pre-factfinding offer will be located on the CCSF homepage under Public Information, Status of Negotiations with AFT. ***Rather than being incremental, we are putting everything on the table now – to be as clear as possible and with the hope to expedite resolution.***

The key economic elements of the offer are as follows:

- ***The District is offering equal salary increases for full-time and part-time faculty.*** Until now, the District has been focused on increasing full-time faculty salaries, because full-time faculty salaries at CCSF are approximately 11% below the median of faculty at bay area community colleges ("Bay 10"), while part-time faculty salaries at CCSF are approximately 35% above the Bay 10 median. Despite this inequity, AFT adamantly maintains that salary changes for full and part-time faculty should be the same. In light of this strong sentiment, the District is now offering the same salary increases for full and part-time faculty.
- ***The District is offering to increase all faculty salaries by 7.19% over two (2) years and also to provide additional one-time payments totaling 5.36% over the same two***

(2) years. The total cost of the District's pre-factfinding offer over the two years is \$15.8 million. This offer is \$8.0 million higher than our offer before mediation, and represents the maximum the College is able to offer. Offering larger, ongoing salary increases beyond what is been proposed would be fiscally imprudent because:

1. ***The District's enrollment has declined by 9,000 full-time equivalent student (FTES), which represents a \$40 million revenue loss in annual funding between the first year of stability funding and when stability funding ends on July 1, 2017.*** Unless enrollment rebounds tremendously in 2016-17, the District faces a significant budget deficit as soon as 2017-18. This will drastically threaten our ability to serve our students in the future.

 2. ***The District cannot use its reserves to fund ongoing salary increases.*** FCMAT recently audited CCSF's financials finding that "CCSF is maintaining appropriate reserves," and stated that those reserves "...may be inadequate to address the fiscal issues the [d]istrict faces." In general, reserves should be viewed as one-time money. One-time money is never used to fund ongoing expenses such as salaries. The District cannot use its reserves to fund ongoing salary increases. Our offer does utilize some reserves for one-time payments to faculty, but not for ongoing salary adjustments. The reserves must be used to cushion the loss of stability funding and the drop in enrollment. FCMAT firmly recommends that the District hold steady and not dip into reserves and "not ignore the deficit spending reflected in the multiyear financial projections."
- o **The District's offer is partially funded through scheduled reductions in classes.** The impact of our accreditation crisis, the strong economy, and the elimination of "repeatability" have caused our enrollment to decrease from 32,000 to closer to 23,000 FTES. Partially reducing the schedule does not mean we cannot meet the needs of our current enrollment with space for growth as well. If we do not reduce our schedule of classes to match our enrollment, the monies are not available to pay additional salaries. The District is committed to gradually adjusting the schedule over a number of years in a manner that minimizes the impacts on students and programs. Enrollment initiatives to accelerate growth are underway to mitigate this reduction.

Thank you,

Susan

Susan Lamb
Interim Chancellor