

**TENTATIVE AGREEMENT BETWEEN THE
SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
AND THE SAN MATEO COMMUNITY COLLEGE FEDERATION OF TEACHERS,
LOCAL 1493, AFT, AFL-CIO
July 12, 2024**

This Tentative Agreement between the San Mateo Community College District and the San Mateo Federation of Teachers, Local 1493, AFL-CIO, is expressly made pursuant to the Education Employment Relations Act and the Collective Bargaining Agreement between the parties. All other provisions of the Collective Bargaining Agreement shall be deemed to remain unchanged except as set forth below or as otherwise mutually agreed:

**ARTICLE 6
WORKLOAD**

6.1 FULL-TIME STATUS: The basic computational unit used in determining faculty workloads is the Faculty Load Credit (FLC), defined such that a full-time unit member will be expected to provide services corresponding to thirty (30) FLCs per year. Unit members who are employed less than full time, but who are paid on the basis of the regular academic salary schedule, shall be expected to earn a proportionately reduced number of FLCs per academic year. The maximum number of FLCs assigned to a unit member in any semester will be eighteen (18), except as mutually agreed upon by the unit member and the District.

The Faculty Load Credit (FLC) Allocation is listed in Appendix F. Increases in the FLCs in the Laboratory Assignment Schedule shall be effective Spring 2022. The parties shall appoint a committee to study further increases to these allocations as well as to other lab classes.

6.2 DESCRIPTION OF FACULTY DUTIES: While this Article deals with teaching, counseling, and learning resources assignments, these specific activities comprise only a portion of the responsibilities assigned to unit members who are paid on the basis of the regular academic employee salary schedule. Other activities that make up the remainder of the assignment of such unit members are listed in the following appendices:

- a. Appendix D-1 (Duties and Responsibilities of Instructors)
- b. Appendix D-2 (Duties and Responsibilities of Counselors)
- c. Appendix D-3 (Duties and Responsibilities of Librarians)

6.3 NUMBER OF PREPARATIONS: Workload relative to the number of preparations shall be fair, reasonable, and equitable according to conventional past practices within the relevant disciplines or groups of disciplines. It is understood that the provisions of Section 6.3 shall not be subject to the grievance procedures of Article 17.

Disagreements about the number of course preparations required of a faculty member for a particular semester are to be resolved through informal meetings of the affected faculty member and the appropriate Dean. Either party may invite a member of the staff to assist in the resolution. Disagreements, which cannot be resolved in this manner, may be forwarded to the next administrative level for resolution. Disagreements not resolved at that level may be forwarded to the College President for final resolution. Appeal to the College President concludes the process for resolving disagreements about the number of course preparations. This procedure applies only to this section of the contract, unless specifically cited elsewhere.

6.4 EVENING COURSE ASSIGNMENTS:

6.4.1 Normally, regular full-time academic instructors will not be assigned to more than one evening course as a part of their regular load, unless they request such an assignment. However, in circumstances where it is necessary to add an additional evening course in order to complete a

57 full assignment, such additional evening course assignments may be made, provided that such
58 additional assignments are fair, reasonable, and equitable according to conventional past
59 practices within the relevant disciplines or groups of disciplines. It is understood that the
60 provisions of Section 6.4.1 and 6.4.2 shall not be subject to the grievance procedures of Article
61 17.

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63 6.4.2 Disagreements about the number of evening course assignments required of a faculty member
64 are to be resolved through informal meetings of the affected faculty member and the
65 appropriate Dean. Either party may invite a member of the staff to assist in the resolution.
66 Disagreements, which cannot be resolved in this manner, may be forwarded to the next
67 administrative level for resolution. Disagreements not resolved at that level may be forwarded
68 to the College President for final resolution. Appeal to the College President concludes the
69 process for resolving disagreements about the number of evening course assignments. This
70 procedure applies only to this section of the contract, unless specifically cited elsewhere.
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72 **6.5 REASSIGNED TIME:** Before reassigned time is assigned, the faculty member and the dean should
73 agree on a list of responsibilities for the assignment and the percentage of the reassigned time.
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75 **6.6 WORKLOAD PILOT PROJECT: PROFESSIONAL RESPONSIBILITIES**
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77 ~~**The District and AFT shall implement a two-year pilot program utilizing the process set forth in this**~~
78 ~~**Article for the allocation of professional responsibilities. The pilot program shall be conducted in**~~
79 ~~**the 2022-23 and 2023-2024 academic years. During the period of the Pilot, subsection 6.5**~~
80 ~~**supersedes any conflicting provisions of Article 6, and replaces Appendices D-1, D-2 and D-3.**~~
81 ~~**Preparation for implementing the program will take place in the 2021-2022 academic year, including**~~
82 ~~**the development and review of faculty members' initial professional responsibility plans, as**~~
83 ~~**described in this Article. This pilot shall automatically sunset, if not continued by express mutual**~~
84 ~~**agreement of the parties. The parties shall reopen the contract to negotiate possible continuation**~~
85 ~~**of the program no later than February 2024/2026. During the period of the pilot, the provisions of**~~
86 ~~**this program shall not be grievable. A single District-wide committee consisting of the president**~~
87 ~~**of the AFT or designee, the District Academic Senate president or designee, the Director/Vice-**~~
88 ~~**President of Human Resources or designee, and the Vice Chancellor of Educational Services and**~~
89 ~~**Planning or designee, will provide guidance and settle any disputes that arise during this two-year**~~
90 ~~**pilot period.**~~
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92 Full-time faculty members shall participate in a range of professional responsibilities **as outlined in**
93 **Appendices D-1, D-2, and D-3, as applicable.** These professional responsibilities are in addition
94 to classroom time, preparation and grading time, and office hours. **These professional**
95 **responsibilities shall represent the equivalent of 2.5 hours per week. It is not the intention**
96 **of the parties to this Agreement to imply that all unit members will be assigned all of the**
97 **responsibilities listed.**
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99 Participation, to be initially determined by the faculty member, subject to limited review by the
100 supervising Dean as summarized in this Article, may include but is not limited to the committees and
101 activities listed in **Appendices D-1, D-2, and D-3, as applicable the table below.** First-year contract
102 faculty are not otherwise subject to the terms of this Article, and will work with their deans in taking
103 on an appropriate level/type of professional responsibilities that allows them to focus primarily on
104 teaching.
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106 ~~**The faculty member will create a professional responsibilities plan ("Plan") by selecting**~~
107 ~~**items from the table below that they will perform over the academic year. The Plan will**~~
108 ~~**describe the professional responsibilities with specificity. For example, activities related to**~~
109 ~~**course development will identify the specific course; similarly, activities related to training**~~
110 ~~**will describe the subject matter and general scope of the training. Professional activities**~~
111 ~~**that depend on appointment by the Academic Senate may only be included in a Plan if the**~~
112 ~~**appointment has already been made. Activities that depend on dean approval (e.g. program**~~

113 coordination) may only be included after securing dean approval.

114
115 The professional responsibilities are divided into four (4) tiers, the activities under each tier
116 will be given different numbers of points. The professional responsibilities plan will need to
117 include a mix of activities with a minimum combined points of value within the range of 6-7
118 points each academic year. Where a faculty member's particular professional activity could
119 fall under more than one of the activities generally described in the table, it will be counted
120 once, under the activity with the highest point value. Activities that have an assigned FLC
121 value in Appendix F, or activities for which a faculty member is receiving release time, shall
122 have a point value of "0". The faculty and unit administrator may jointly include-agree to items
123 that are not in Appendices D-1, D-2, or D-3, as applicable on this list and add them to one of
124 the tiers.

125
126 Once the faculty member has created a draft Plan, the member will submit it to their dean
127 for review and approval. Plans for the following academic year will be submitted for review
128 no later than May 31.

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130 1. _____ Plan's shall be approved unless one of the following applies:

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132 a) _____ The Plan includes activities for which there is no institutional need during the academic
133 year covered by the plan. For example: A Plan includes evaluation of tenured faculty
134 and no tenured faculty evaluations are scheduled for this period. In this case, the Dean
135 will advise the faculty member that a chosen activity is not available and the faculty
136 member will revise the plan accordingly.

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138 b) _____ The Plan includes activities for which the demand exceeds supply. For example,
139 multiple faculty include in their plans writing a new course curriculum for the same
140 course. In this case, the dean will inform all faculty interested in this activity, and
141 request that they resolve among themselves who will take on this particular activity. If
142 the faculty are unable to resolve among themselves, the dean will make the assignment
143 and instruct the others to revise their Plans.

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145 c) _____ There is an institutional need for a professional activity that an insufficient number of
146 faculty have included in their Plans. For example: there is need for a particular
147 curriculum review that no one has included in their Plan. In this case, the Dean will first
148 ask for a volunteer to modify their Plan. If that fails, the Dean may assign the activity.
149 However, a dean may not require a faculty member to serve on more than two tenure
150 review committees, or more than 2 hiring committees in an academic year, even where
151 the total points do not exceed 7 points. The assigned faculty member may then, at their
152 sole discretion, determine what to delete, of the same point value, from their Plan. This
153 same approach shall be used if an urgent, unanticipated, institutional need arises after
154 the academic year has begun. An "urgent" institutional need is one where, if not
155 addressed, the District will: 1) be in violation of law; or 2) be unable to proceed with a
156 hiring process. No faculty member will have their professional plan involuntarily
157 adjusted in this manner more than once during the period of the pilot program.

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159 If there is a specific, time sensitive need for the faculty member to provide all of the
160 existing services on the member's plan, the dean may request that the member not
161 delete any activities, so long as the total point value does not exceed 7. Any additional
162 assignment that results in an increase in points may be appealed to the pilot review
163 committee. If the faculty member is requested by the dean not to delete any activities
164 resulting in a plan that exceeds 7 points, and the faculty member agrees to do so, the
165 faculty member will be compensated for the additional service at the special rate for the
166 actual hours spent. Alternatively, faculty requested to exceed the point requirement in
167 year one of the pilot may opt to receive credit for the following year. No faculty member
168 can be required to exceed more than 7 points in an academic year. If the dean does not

request additional service, the faculty member may choose, at their sole discretion, not to delete any activities from their Plan. However, such voluntary additional service does not result in additional compensation.

Nothing in the Plan development and approval process precludes a dean and faculty from mutually agreeing to modifications to a Plan after the academic year has begun to address new opportunities or areas of need.

The parties further agree that annually, no later than June 15, each faculty member shall prepare a brief professional responsibility report covering each professional activity included in that year. The report shall include: 1) The specific project or activity undertaken; 2) The status of the project or activity at the time of the report; 3) Whether the expected progress on the project or activity was made; and 4) If the expected progress was not made, why not. The Report shall be submitted to the faculty member's supervising dean and included in the faculty portfolio as part of the faculty member's evaluation.

<u>.5 point</u>	<u>1 point</u>	<u>2 points</u>	<u>3 points</u>
<u>Update/revise specified course outlines of record</u> <u>-(0.5 point per COR)</u>	<u>Evaluate adjunct faculty</u>	<u>Serve on scholarship committee</u>	<u>Develop and assess plans for state-mandated initiatives</u>
	<u>Evaluate tenured faculty</u>	<u>Serve as a member of a College Academic Senate.</u>	<u>Serve as department lead</u>
		<u>(Not eligible if receiving release time.)</u>	
<u>Mentor new faculty (assigned by Division Dean)</u> <u>Participate in preparing accreditation report (committee member)</u>	<u>Serve on Division Evaluation Committee</u> <u>Write proposals for department, division or college projects/grants</u>	<u>Write program review</u> <u>Degree/certificate creation and submission</u>	<u>Serve on Curriculum Committee/Committee on Instruction</u> <u>Athletic or arts performance off-campus program promotion, transportation to student competitions or performances, outreach to high schools</u>
<u>Serve on Accreditation oversight committee</u>	<u>Write new course outline/develop new course</u>	<u>Serve on FT faculty or administration hiring committee <50 applicants</u>	<u>Coordinate program</u>

<u>Serve on CTE advisory committee where mandated by statute</u>	<u>Serve on the District Academic Senate Governing Council.</u> <u>(Not eligible if receiving release time.)</u>		<u>Accreditation Committee Chair</u>
<u>Attend Division meetings regularly</u> <u>(This shall be a mandatory activity on all plans, unless mutually agreed with the dean.)</u>	<u>Advise a college-approved student club.</u> <u>(Maximum of 2 clubs per Plan unless mutually agreed between the faculty member & dean.</u> <u>Additional advising activities are permitted, but voluntary.)</u>		<u>Serve on FT faculty or administration hiring committee 50 – 100 applicants</u>
<u>Attend Department meetings for departments that meet regularly</u>	<u>Serve on flex planning committee</u>		<u>Serve on Tenure Review Committee</u>
<u>Assess course or</u>	<u>Serve on Professional</u>		<u>**Serving on FT faculty, classified or administrative hiring committee >100 applicants should be 4 Points</u>
<u>program SLO's</u>	<u>Development</u>		<u>Accreditation Committee Chair</u>
	<u>Committee (article 13</u>		<u>Serve on FT faculty, classified or administration hiring committee 50 – 100 applicants</u>

	<u>money)</u>		<u>Serve on Tenure Review Committee</u>
<u>.5 point</u> <u>Update/revise specified course outlines of record (0.5 point per COR)</u>	<u>1 point</u> <u>Evaluate adjunct faculty</u> <u>Evaluate tenured faculty</u>	<u>2 points</u> <u>Serve on scholarship committee</u> <u>Serve as a member of a College Academic Senate.</u> <u>(Not eligible if receiving release time.)</u>	<u>**Serving on FT faculty, classified or administrative hiring committee >100 applicants should be 4 Points</u> <u>3 points</u> <u>Develop and assess plans for state-mandated initiatives</u> <u>Serve as department lead</u>

<u>.5 point</u>	<u>1 point</u>	<u>2 points</u>	<u>3 points</u>
	<u>Serve on District/Campus Participatory Governance Committee</u>		
	<u>Serve on Institutional Effectiveness Committee</u>		
	<u>Supervise Independent Study of one student or Research capped at one per academic year, unless independent study is necessary for a student to graduate due to a course cancelation or other exigent circumstance, and the faculty member is requested to provide this service by the dean.</u>		

	<u>Other district/campus standing committees</u>		
	<u>Serve on the planning committee of, or prepare academic content for, a college-wide annual event. 1 event per plan.</u>		
	<u>Serve a on college Evaluation Guidance Committee.</u> <u>(Shall not count toward point calculation if performed by a senate representative receiving release time to perform their elected duties. Shall count if elected official opts to designate another senate representative to perform this duty.)</u>		

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7.6 WORKWEEK FOR FULL-TIME COUNSELING FACULTY:

7.6.1 Full-time counseling faculty shall be present on campus while performing assigned duties, unless an alternate location is assigned or approved, a minimum of thirty (30) hours per week, twenty-two (22) of which are for scheduled counseling duties and eight (8) of which are for performing other professional duties (as outlined in Appendix D2-A2). Regular and contract counselors shall also be responsible for developing and fulfilling a professional responsibilities plan, as described in Article 6, with a minimum value of 5 points.

[...]

7.7 WORKWEEK FOR FULL-TIME LIBRARIANS: Full-time faculty librarians shall be present on campus while performing assigned duties, unless an alternate location is assigned. For the purposes of this section “assigned duties” means providing librarian services at assigned times and locations, which for a full-time librarian shall be thirty-two and one-half (32.5) hours per week. Other professional responsibilities will be carried out at a time and place appropriate for the activity. Librarians shall be responsible for developing and fulfilling a professional responsibilities plan as described in Article 6, with a minimum value of 4 points. Librarians are not expected to work more than 37.5 hours per week. Hours are prorated for regular or contract librarians with less than a full-time assignment.

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**APPENDIX D
DUTIES AND RESPONSIBILITIES**

APPENDIX D: DUTIES AND RESPONSIBILITIES

D1—DUTIES AND RESPONSIBILITIES OF INSTRUCTORS

A. Required of all instructors:

- teach classes at assigned times and locations;
- make necessary preparations for class instruction;
- evaluate student performance; and
- submit timely and accurate reports of attendance, grades and other matters as required.

B. Additional professional responsibilities, not subject to additional compensation for instructors on regular academic year contract: (See Note 1)

- attend and participate in official division and college faculty meetings called by the college administration;
- develop instructional materials, course outlines, and curriculum guides;
- analyze and select text materials, and participate in course content coordination;
- evaluate, update, and revise existing courses and programs; develop new courses as needed;
- assist in the placement of students in courses;
- review current literature in appropriate fields and recommend additions to the college library collection;
- participate as a peer in the academic employee staff development and evaluation programs;
- assist in ordering supplies, and in ensuring proper utilization of instructional equipment and facilities;
- coordinate the work of student assistants and instructional aides;
- participate in commencement exercises (See Note 2);
- participate in advisory committee meetings;
- participate on official college committees (e.g., curriculum planning, accreditation self-study); and
- participate on screening committees for position vacancies.

C. Voluntary activities performed without additional District compensation:

- participate in co-curricular activities (e.g., student club advising);
- participate in college-community relations activities (e.g., public speaking engagements); and
- participate in articulation with high schools and four-year institutions, and with business and industry.

Note 1: It is not the intention of the parties to this Agreement to imply that all unit members will be assigned all of the responsibilities listed under B. Certain of these responsibilities may be appropriate for assignment to a given unit member who would not be paid additional District compensation for discharging them.

Note 2: A maximum of one-half of the contract and regular faculty will be expected to participate each year.

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No individual will be required to participate more frequently than once in each two-year period.

D2—DUTIES AND RESPONSIBILITIES OF COUNSELORS

Definitions:

Outside of peak times, other than by mutual agreement, no more than 10% of total counseling faculty will have drop-in as their primary assignment. As different programs have different needs and requirements, and as counseling operates on both student contact and caseload models, student meeting times may vary.

A. Required of all counselors:

A1. Scheduled counselor duties are to be used for the following:

- provide counseling services to students at assigned times and locations;
- scheduled or drop-in counseling appointments with student;
- group appointments with students;
- participate in commencement exercises (See Note 2);
- working with students in class, in collaborations with instructional faculty;
- program coordination, student workshops, or case management activities, so long as they are approved or assigned by the dean;
- counselor observations for evaluations;
- additional duties as approved or assigned by the dean that directly supports students.

A2. The following activities, if counselors engage in them, should be blocked on the counseling grid to take place during other “on campus” professional duties time:

- submit timely and accurate reports as required;
- Maintaining necessary counseling records;
- Prepare for student appointments by reviewing student information prior to meeting with students;
- Provide follow up services to students, including responding to student emails and questions in a timely manner;
- Perform appropriate research and consultation to provide students with correct and updated information;
- Meetings not part of the professional plan.

B. Additional professional responsibilities, not subject to additional compensation for counselors on regular academic year contract are those engaged in consistent with the counselor professional plan point requirements set forth in Article 6: (See Note 1)

- attend and participate in official division and college faculty meetings called by the college administration;
- develop informational counseling materials, student program outlines, and curriculum guides;
- analyze and select counseling and testing materials, and participate in course and program content coordination;
- evaluate, update, and revise existing counseling materials and programs; develop new programs as needed;
- review current literature in appropriate fields and recommend additions to the college library collection;
- participate as a peer in the academic employee staff development and evaluation programs;
- provide information for schedule and budget preparation;
- assist in ordering supplies, and in ensuring proper utilization of instructional equipment and facilities;
- coordinate the work of student assistants and instructional aides;
- participate in commencement exercises (See Note 2);
- participate in articulation with high schools and four-year institutions;

- participate in advisory committee meetings;
- participate on official college committees (e.g., curriculum planning, accreditation self-study); and
- participate on screening committees for position vacancies.

C. Voluntary activities performed without additional District compensation:

- participate in co-curricular activities (e.g., student club advising);
- participate in college-community relations activities (e.g., public speaking engagements); and
- participate in articulation with business and industry.

Note 1: It is not the intention of the parties to this Agreement to imply that all unit members will be assigned all of the responsibilities listed under B. Certain of these responsibilities may be appropriate for assignment to a given unit member who would not be paid additional District compensation for discharging them.

Note 2: A maximum of one-half of the contract and regular faculty will be expected to participate each year. No individual will be required to participate more frequently than once in each two-year period.

D3—DUTIES AND RESPONSIBILITIES OF LIBRARIANS

A. Required of all librarians:

- provide librarian services to students at assigned times and locations;
- maintain necessary library records;
- take appropriate precautions against the theft, deterioration, or destruction of library facilities, equipment, and materials; and
- submit timely and accurate reports as required.

B. Additional professional responsibilities, not subject to additional compensation for librarians on regular academic year contract: (See Note 1)

- attend and participate in official division and college faculty meetings called by the college administration;
- develop instructional materials on the use of the library and its resources for groups and individuals;
- consult with faculty members on resource needs in their particular fields;
- assist in the formulation and maintenance of necessary and reasonable rules for library users;
- review current literature in appropriate fields and recommend additions to the college library collection;
- participate as a peer in the academic employee staff development and evaluation programs;
- provide information for schedule and budget preparation;
- assist in ordering supplies, and in ensuring proper utilization of library equipment and facilities;
- coordinate the work of student assistants and instructional aides;
- participate in commencement exercises (See Note 2);
- assist in planning and preparing exhibits and book displays to encourage student use of books and other materials;
- participate on official college committees (e.g., curriculum planning, accreditation self-study); and
- participate on screening committees for position vacancies.

C. Voluntary activities performed without additional District compensation:

- participate in co-curricular activities (e.g., student club advising);
- participate in college-community relations activities (e.g., public speaking engagements); and
- participate in articulation with high schools and four-year institutions.

Note 1: It is not the intention of the parties to this Agreement to imply that all unit members will be assigned all of the responsibilities listed under B. Certain of these responsibilities may be appropriate for assignment to a given unit member who would not be paid additional District compensation for discharging them.

Note 2: A maximum of one-half of the contract and regular faculty will be expected to participate each year.

No individual will be required to participate more frequently than once in each two-year period.

San Mateo County Community
College District

San Mateo Federation of Teachers, Local 1493,
AFT, AFL-CIO

Randy Erickson

Randy Erickson (Jul 12, 2024 17:52 PDT)

Joaquin Rivera

Joaquin Rivera (Jul 13, 2024 16:05 PDT)

Julia Johnson











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Final Audit Report

2024-07-13

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