

DISTRICT PROPOSED MEMORANDUM OF UNDERSTANDING
BETWEEN THE SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
AND THE SAN MATEO COMMUNITY COLLEGE FEDERATION OF TEACHERS,
LOCAL 1493, AFT, AFL-CIO
July 7, 2023
College and Career Access Pathways (CCAP) / Dual Enrollment

This Memorandum of Understanding 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. This agreement is intended to apply only to the matters set forth below. All other provisions of the Collective Bargaining Agreement shall be deemed to remain unchanged except as set forth below or as otherwise mutually agreed.

Assembly Bill No. 288, approved by the Governor and filed with the Secretary of State on October 5th, 2015 allows the governing board of a community college district to enter into a College and Career Access Pathways (“CCAP”) partnership with the governing board of a school district for the purpose of offering or expanding dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness.

Assembly Bill No. 102, approved by the Governor, chaptered on September 30, 2022, and effective January 1, 2023, specifies that “high school”, for purposes of a CCAP partnership, includes a community school, juvenile court school, or adult education program offering courses for high school diplomas or high school equivalency certificates, and that county offices of education may enter into CCAP partnerships with the governing board of community college districts.

This MOU is intended to address and resolve all issues, impacts, and effects in regard and relating to the entering and implementation of dual enrollment and CCAP agreements by the District.

1. Full-time faculty assigned to off-campus locations (other than remote work performed at a location of the faculty’s choice) will be provided per-mile reimbursement at the current IRS rate for the faculty member’s use of their own vehicle to transport themselves from their primary college worksite to the off-campus worksite, between off-campus worksites, and from an off-campus worksite back to their primary college worksite.

Full-time faculty are not entitled to reimbursement for any mileage from home to the first assignment of the day or for the trip home from the last assignment of the day.

2. Adjunct faculty assigned to off-campus locations (other than remote work performed at a location of the adjunct faculty’s choice) shall be paid at the non-instructional special hourly rate (schedule AJ) for all time spent in transit from the primary college worksite to the off-campus worksite, between off-campus worksites, and from an off-campus worksite back to their primary college worksite.

Adjunct faculty are not entitled to compensation for any time spent in transit from home to the first assignment of the day or for the trip home from the last assignment of the day.

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3. Faculty assigned to off-campus locations shall generally have only the same duties and responsibilities as faculty assigned to on-campus locations. Duties that are specific to the off-campus location and their corresponding schedule must be disclosed to the faculty member in advance to the extent practical.

Full-time faculty who are teaching at off-site locations (e.g., high school campuses, CCAP) will comply with the SMCCCD calendar. Full-time faculty who are required to teach net additional days (e.g., earlier high school term start date, later high school term end date, on holidays and designated school breaks observed by the high school that are different from those observed by the District and not offset by holidays observed by the District but not the high school or by earlier or later end dates) will be compensated 1/175 per day.

Adjunct Faculty who are teaching at off-site locations (e.g., high school campuses) will comply with the SMCCCD calendar. Adjunct Faculty who are required to teach net additional contact hours due to the specific high school schedule will be compensated at the appropriate adjunct hourly instructional rate for those additional hours.

4. Adjunct faculty who are assigned by the appropriate Dean to attend Professional Development programs at the high school or participate in trainings relevant to teaching high school students will be paid at the non-instructional special hourly rate (schedule AJ) for actual hours spent.

Unless shortened or extended by mutual written agreement of the Parties, this MOU shall sunset and be of no further effect on June 30, 2026. This Agreement is non-precedential, will not bind the Parties in any future action, whether under similar circumstances or not, and cannot be introduced in any grievance, arbitration, complaint, administrative or legal proceeding as evidence of past practice or intent of the parties or meaning or application of the collective bargaining agreement.

San Mateo County Community
College District

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

