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**TENTATIVE AGREEMENT BETWEEN THE
SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
AND THE SAN MATEO COMMUNITY COLLEGE FEDERATION OF TEACHERS,
LOCAL 1493, AFT, AFL-CIO
August 11, 2023**

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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:

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ARTICLE 6
WORKLOAD

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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.

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6.1.1The 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.

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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 ~~and 6.3.1~~ shall not be subject to the grievance procedures of Article 17.

6.3.1 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

53 the contract, unless specifically cited elsewhere.

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55 **6.4 EVENING COURSE ASSIGNMENTS:**

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57 6.4.1 Normally, regular full-time academic instructors will not be assigned to more than
58 one evening course as a part of their regular load, unless they request such an
59 assignment. However, in circumstances where it is necessary to add an
60 additional evening course in order to complete a full assignment, such additional
61 evening course assignments may be made, provided that such additional
62 assignments are fair, reasonable, and equitable according to conventional past
63 practices within the relevant disciplines or groups of disciplines. It is understood
64 that the provisions of Section 6.4.1 and 6.4.21 shall not be subject to the
65 grievance procedures of Article 17.

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67 6.4.2 Disagreements about the number of evening course assignments required of a
68 faculty member are to be resolved through informal meetings of the affected
69 faculty member and the appropriate Dean. Either party may invite a member of
70 the staff to assist in the resolution. Disagreements, which cannot be resolved in
71 this manner, may be forwarded to the next administrative level for resolution.
72 Disagreements not resolved at that level may be forwarded to the College
73 President for final resolution. Appeal to the College President concludes the
74 process for resolving disagreements about the number of evening course
75 assignments. This procedure applies only to this section of the contract, unless
76 specifically cited elsewhere.

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78 **6.5 REASSIGNED TIME**

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80 **Before reassigned time is assigned, the faculty member and the dean should agree on**
81 **a list of responsibilities for the assignment and the percentage of the reassigned time.**

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83 **6.6 WORKLOAD PILOT PROJECT:**

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85 The District and AFT shall implement a two-year pilot program utilizing the process set
86 forth in this Article for the allocation of professional responsibilities. The pilot program
87 shall be conducted in the 2022-23 and 2023-2024 academic years. During the period of
88 the Pilot, subsection 6.5 supersedes any conflicting provisions of Article 6, and replaces
89 Appendices D-1, D-2 and D-3. Preparation for implementing the program will take place
90 in the 2021-2022 academic year, including the development and review of faculty
91 members' initial professional responsibility plans, as described in this Article. This pilot
92 shall automatically sunset, if not continued by express mutual agreement of the parties.
93 The parties shall reopen the contract to negotiate possible continuation of the program
94 no later than February 2024. During the period of the pilot, the provisions of this program
95 shall not be grievable. A single District-wide committee consisting of the president of the
96 AFT or designee, the District Academic Senate president or designee, the Director of
97 Human Resources or designee, and the Vice Chancellor of Educational Services and
98 Planning or designee, will provide guidance and settle any disputes that arise during this
99 two-year pilot period.

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101 Full-time faculty members shall participate in a range of professional responsibilities.
102 These professional responsibilities are in addition to classroom time, preparation and
103 grading time, and office hours. Participation, to be initially determined by the faculty
104 member, subject to limited review by the supervising Dean as summarized in this

105 Article, may include but is not limited to the committees and activities listed in the
106 table below. First-year contract faculty are not otherwise subject to the terms of this
107 Article, and will work with their deans in taking on an appropriate level/type of
108 professional responsibilities that allows them to focus primarily on teaching.

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110 The faculty member will create a professional responsibilities plan ("Plan") by
111 selecting items from the table below that they will perform over the academic year.
112 The Plan will describe the professional responsibilities with specificity. For example,
113 activities related to course development will identify the specific course; similarly,
114 activities related to training will describe the subject matter and general scope of the
115 training. Professional activities that depend on appointment by the Academic Senate
116 may only be included in a Plan if the appointment has already been made. Activities
117 that depend on dean approval (e.g. program coordination) may only be included after
118 securing dean approval.

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

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131 Once the faculty member has created a draft Plan, the member will submit it to their
132 dean for review and approval. Plans for the following academic year will be submitted
133 for review no later than May.

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

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137 a) The Plan includes activities for which there is no institutional need during
138 the academic year covered by the plan. For example: A Plan includes
139 evaluation of tenured faculty and no tenured faculty evaluations are
140 scheduled for this period. In this case, the Dean will advise the faculty
141 member that a chosen activity is not available and the faculty member will
142 revise the plan accordingly.
143
144 b) The Plan includes activities for which the demand exceeds supply. For
145 example, multiple faculty include in their plans writing a new course
146 curriculum for the same course. In this case, the dean will inform all faculty
147 interested in this activity, and request that they resolve among themselves
148 who will take on this particular activity. If the faculty are unable to resolve
149 among themselves, the dean will make the assignment and instruct the
150 others to revise their Plans.
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152 c) There is an institutional need for a professional activity that an insufficient
153 number of faculty have included in their Plans. For example: there is need
154 for a particular curriculum review that no one has included in their Plan. In
155 this case, the Dean will first ask for a volunteer to modify their Plan. If that
156 fails, the Dean may assign the activity. However, a dean may not require a

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faculty member to serve on more than two tenure review committees, or more than 2 hiring committees in an academic year, even where the total points do not exceed 7 points. The assigned faculty member may then, at their sole discretion, determine what to delete, of the same point value, from their Plan. This same approach shall be used if an urgent, unanticipated, institutional need arises after the academic year has begun. An “urgent” institutional need is one where, if not addressed, the District will: 1) be in violation of law; or 2) be unable to proceed with a hiring process. No faculty member will have their professional plan involuntarily adjusted in this manner more than once during the period of the pilot program.

If there is a specific, time sensitive need for the faculty member to provide all of the existing services on the member’s plan, the dean may request that the member not delete any activities, so long as the total point value does not exceed 7. Any additional assignment that results in an increase in points may be appealed to the pilot review committee. If the faculty member is requested by the dean not to delete any activities resulting in a plan that exceeds 7 points, and the faculty member agrees to do so, the faculty member will be compensated for the additional service at the special rate for the actual hours spent.

Alternatively, faculty requested to exceed the point requirement in year one of the pilot may opt to receive credit for the following year. No faculty member 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’s Plan. 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.

.5 point	1 point	2 points	3 points
Update/revise specified course outlines of record	Evaluate adjunct faculty	Serve on scholarship committee	Develop and assess plans for state-mandated initiatives

Monitor and train student tutors who support our classes	Evaluate tenured faculty	Serve as a member of a College Academic Senate. (Not eligible if receiving release time.)	Serve as department lead
Mentor new faculty (assigned by Division Dean)	Serve on Division Evaluation Committee	Write program review	Serve on Curriculum Committee/Committee on Instruction
Participate in preparing accreditation report (committee member)	Write proposals for department, division or college projects/grants	Degree/certificate creation and submission	Athletic or arts performance off-campus program promotion, transportation to student competitions or performances, outreach to high schools
Serve on Accreditation oversight committee	Write new course outline/develop new course	Serve on FT faculty or administration hiring committee <50 applicants	Coordinate program
Serve on CTE advisory committee where mandated by statute	Serve on the District Academic Senate Governing Council. (Not eligible if receiving release time.)		Accreditation Committee Chair
Attend Division meetings regularly (This shall be a mandatory activity on all plans, unless mutually agreed with the dean.)	Advise a college-approved student club. (Maximum of 2 clubs per Plan unless mutually agreed between the faculty member & dean. Additional advising activities are permitted, but voluntary.)		Serve on FT faculty or administration hiring committee 50 – 100 applicants
Attend Department meetings for departments that meet regularly	Serve on flex planning committee		Serve on Tenure Review Committee


Assess course or program SLO's	Serve on Professional Development Committee (article 13 money)	-	**Serving on FT faculty or administrative hiring committee >100 applicants should be 4 points
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.5 point	1 point	2 points	3 points
	Serve on District/Campus Participatory Governance Committee		
	Serve on Institutional Effectiveness Committee		
	Develop and/or lead 3 or more skills workshops led in Learning Center		
	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.		
	Other district/campus standing committees		
	Serve on the planning committee of, or prepare academic content for, a college-wide annual event. 1 event per plan.		


	<p>Serve a on college Evaluation Guidance Committee. (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.)</p>		
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San Mateo County Community College District


Randy Erickson (Aug 13, 2023 12:41 PDT)

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


Joaquin J. Rivera (Aug 21, 2023 12:39 PDT)

