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8 **IN THE UNITED STATES DISTRICT COURT**  
9 **FOR THE EASTERN DISTRICT OF CALIFORNIA**  
10 **FRESNO DIVISION**

11 LOREN PALSGAARD; JAMES DRULEY;  
12 MICHAEL STANNARD; DAVID  
13 RICHARDSON; BILL BLANKEN; and LINDA  
14 DE MORALES;

15 *Plaintiffs,*

16 v.

17 SONYA CHRISTIAN, in her official capacity as  
18 the State Chancellor of California Community  
19 Colleges; AMY M. COSTA, HILDEGARDE B.  
20 AGUINALDO, DARIUS W. ANDERSON,  
21 ADRIENNE C. BROWN, TOM EPSTEIN,  
22 FELICIA ESCOBAR CARRILLO, JOLENA M.  
23 GRANDE, PAMELA HAYNES, ELENI  
24 KOUNALAKIS, HARRY LE GRANDE, PAUL  
25 MEDINA, JENNIFER L. PERRY, BILL  
26 RAWLINGS, MARY H. SALAS, BLAS  
27 VILLALOBOS, and JOSEPH R. WILLIAMS, in  
28 their official capacities as members of the Board  
of Governors of the California Community  
Colleges; CAROLE GOLDSMITH, in her official  
capacity as the Chancellor of State Center  
Community College District; and NASREEN  
JOHNSON, MAGDALENA GOMEZ,  
DANIELLE PARRA, RICHARD M. CAGLIA,  
ROBERT A. FUENTES, DEBORAH J. IKEDA,  
DESTINY RODRIGUEZ, and GERARDO  
REYES, in their official capacities as members of  
the Board of Trustees of the State Center  
Community College District,

*Defendants.*

Civil Action No.: \_\_\_\_\_

**VERIFIED COMPLAINT  
FOR DECLARATORY AND  
INJUNCTIVE RELIEF**

Date: T.B.D.

Time: T.B.D.

Judge: T.B.D.

**INTRODUCTION**

1  
2 1. America’s colleges and universities exist to advance knowledge through critical  
3 thinking and academic experimentation, not indoctrinate students with the government’s preferred  
4 viewpoints. The First Amendment therefore “does not tolerate laws that cast a pall of orthodoxy  
5 over the classroom.” *Keyishian v. Bd. of Regents*, 385 U.S. 589, 603 (1967) (cleaned up).

6 Knowledge is discovered not by “authoritative selection,” but “out of a multitude of tongues.” *Id.*

7  
8 2. But California Community Colleges’ new diversity, equity, inclusion and  
9 accessibility rules (DEIA Rules) force professors to endorse the government’s view on politically  
10 charged questions regarding diversity, equity, inclusion, and accessibility (DEIA).

11 3. The DEIA Rules mandate viewpoint conformity, compel professors to teach and  
12 preach the State’s perspective on DEIA, impose a prior restraint on the sharing of contrary views,  
13 and subject professors to an array of overbroad, vague, and arbitrary requirements.

14  
15 4. The DEIA Rules affect the faculty of each of California’s 73 community college  
16 districts and 116 community colleges, impacting the education of more than 1.8 million students.

17 5. Plaintiffs are six professors in the State Center Community College District. State  
18 Center imposes the DEIA Rules on faculty through its contract with the faculty union. (“Faculty  
19 Contract”).

20  
21 6. Questions surrounding DEIA lie at the heart of our nation’s most challenging and  
22 contested conversations. From the board room to the Capitol, politicians, scholars, and everyday  
23 Americans are debating the best way to overcome racial inequity in a manner consistent with our  
24 nation’s ideal of equality under the law.

25 7. College classrooms are home to “a tradition of thought and experiment that is at  
26 the center of our intellectual and philosophic tradition” and are perfectly suited for debate and  
27 discussion on these pressing questions. *Rosenberger v. Rector & Visitors of Univ. of Va.*, 515

1 U.S. 819, 835 (1995). Professors and students must therefore have the academic freedom to  
2 vigorously discuss different perspectives and to share their own. Indeed, “[t]o impose any strait  
3 jacket upon the intellectual leaders in our colleges and universities would imperil the future of our  
4 Nation.” *Sweezy v. New Hampshire*, 354 U.S. 234, 250 (1957).

5  
6 8. But the DEIA Rules forsake debate for top-down conformity, *requiring* faculty to  
7 *endorse* contested concepts such as “anti-racism,” the view that individuals must advocate for  
8 race-conscious remedies in order to overcome systemic racism, or “intersectionality,” the view  
9 that human beings are primarily defined by overlapping group identities like race and sex.  
10 California Community Colleges’ new rules use the heavy hand of the government not to  
11 encourage debate about diversity, equity, inclusion, and accessibility policies, but end it.

12  
13 9. For instance, the DEIA Rules require faculty members to teach in a manner  
14 reflecting “DEIA and anti-racist principles” and “promote[] a race-conscious and intersectional  
15 lens.” Professors must also employ a “social justice lens” and a “collectivism perspective,” rather  
16 than an “individualist perspective.” The government warns professors not to “weaponize  
17 academic freedom and academic integrity as tools to impede equity” or “inflict curricular trauma  
18 on our students.”

19  
20 10. Each of California’s community college districts must now evaluate faculty  
21 performance based on faculty members’ compliance with these DEIA Rules. If professors want to  
22 keep their jobs, each of California’s community colleges require that faculty incorporate the  
23 requirements into lesson plans and lectures.

24  
25 11. The Faculty Contract imposes additional viewpoint requirements on professors,  
26 like employing “learning practices that reflect DEIA and anti-racist principles” and showing  
27 “knowledge of the intersectionality of social identities.”

1           12.     Plaintiffs are opposed to the DEIA Rules and Faculty Contract because they  
2 require them to endorse DEIA concepts such as “anti-racism” and “intersectionality” that they  
3 strongly oppose. Each instead supports race-neutral policies and perspectives that treat all  
4 students equally.

5           13.     Plaintiffs Druley, Palsgaard, Stannard, and Richardson teach in the humanities or  
6 social sciences where DEIA topics frequently come up. Each presents students course materials  
7 spanning diverse viewpoints to teach students to think critically about these difficult issues. But  
8 under the DEIA Rules, they must enforce the State’s perspective on DEIA. And if they present a  
9 counterpoint, they may be accused of “weaponiz[ing] academic freedom” or “inflict[ing]  
10 curricular trauma.” *See infra* ¶¶ 98-149.

11           14.     Plaintiffs Blanken and de Morales teach chemistry and believe forced endorsement  
12 of DEIA principles has no room in their classroom or laboratory. They refuse to incorporate  
13 DEIA principles because doing so will detract from their students’ education and interfere with  
14 their ability to teach the subject by taking away precious classroom instruction time in a difficult  
15 subject that students often struggle to grasp. *See infra* ¶¶ 150-173.

16           15.     Plaintiffs risk termination if they fail to embrace the new DEIA Rules. But if  
17 Plaintiffs attempt to comply with the DEIA Rules, they will be forced to alter their curriculum  
18 and teaching methods, parrot the government’s views, and abandon their academic freedom.

19           16.     Under the First Amendment, public colleges and universities can no more mandate  
20 conformity on DEIA than on foreign policy or free market economics. California’s professors  
21 must remain free to study, teach, debate, and write about all sides of all issues. Protecting  
22 academic freedom is ““a special concern of the First Amendment.”” *Demers v. Austin*, 746 F.3d  
23 402, 411 (9th Cir. 2014) (quoting *Keyishian*, 385 U.S. at 603).

1 17. Students, too, benefit from hearing a wide variety of views on DEIA. Engaging  
2 with competing opinions prepares students to be citizens in a diverse and pluralistic nation.  
3 Indeed, the Supreme Court explained that the “Nation’s future depends upon leaders trained  
4 through wide exposure” to diverse ideas and a “robust exchange of ideas.” *Regents of Univ. of*  
5 *California v. Bakke*, 438 U.S. 265, 312 (1978).  
6

7 18. But by dictating to faculty and students which ideas are true and which are false,  
8 Defendants run headlong into the First Amendment. Their DEIA Rules unlawfully impose the  
9 “pall of orthodoxy” the Supreme Court warned about more than 50 years ago. Plaintiffs file this  
10 suit to restore the marketplace of ideas and the protection of the First Amendment to California’s  
11 community colleges.  
12

13 **JURISDICTION AND VENUE**

14 19. This action arises under the First and Fourteenth Amendments to the United States  
15 Constitution; the Civil Rights Act of 1871, 42 U.S.C. §§ 1983 and 1988; and the Declaratory  
16 Judgement Act, 28 U.S.C. §§ 2201–2202.  
17

18 20. Plaintiffs seek a declaration that the DEIA Rules and the portions of the Faculty  
19 Contract that require Plaintiffs to be evaluated for their commitment to “DEIA principles” are  
20 unconstitutional under the First and Fourteenth Amendments as well as preliminary and  
21 permanent injunctions against their enforcement.  
22

23 21. This Court has original jurisdiction over these federal claims under 28 U.S.C.  
24 §§ 1331 and 1343.  
25

26 22. Venue is proper in this judicial district under 28 U.S.C. § 1391(b)(1) because at  
27 least one Defendant is located within the Fresno Division of the Eastern District of California and  
28 all Defendants reside in the state of California.



1           28. Plaintiff David Richardson, a history instructor at Madera Community College,  
2 teaches challenging subjects like discrimination, slavery, and the Civil Rights movement in his  
3 classes on Early and Modern American history and Western Civilization. Although Richardson  
4 has encouraged his students to debate controversial ideas in class, he now fears he will be  
5 disciplined or fired for violating the new DEIA Rules if he encourages students to consider  
6 different viewpoints on DEIA issues.  
7

8           29. Plaintiff Bill Blanken is a chemistry instructor at Reedley College who does not  
9 believe that “DEIA principles” like intersectionality and anti-racism have any place in the  
10 chemistry classroom or laboratory. Blanken believes incorporating “DEIA principles” in  
11 chemistry curriculum would be pedagogically unsound and disruptive. Blanken fears he will be  
12 disciplined or fired because he will not incorporate the state-defined “DEIA principles” into his  
13 lessons.  
14

15           30. Plaintiff Linda de Morales is a chemistry instructor at Madera Community  
16 College. De Morales strongly believes in the need to treat everyone equally in a color-blind  
17 manner and objects to being required to embrace and endorse the government’s race-conscious  
18 “DEIA principles.” She also believes incorporating “DEIA principles” in chemistry curriculum  
19 would be pedagogically unsound and disruptive. De Morales fears she will be disciplined or fired  
20 because she will not incorporate Defendants’ “DEIA principles” into her lessons.  
21

22 **Defendants**

23           31. Defendant Sonya Christian is the Chancellor of the California Community Colleges  
24 system and the CEO of the Board of Governors (“State Chancellor”).

25           32. Defendants Amy M. Costa, Hildegard B. Aguinaldo, Darius W. Anderson,  
26 Adrienne C. Brown, Tom Epstein, Felicia Escobar Carrillo, Jolena M. Grande, Pamela Haynes,  
27 Eleni Kounalakis, Harry Le Grande, Paul Medina, Jennifer L. Perry, Bill Rawlings, Mary H.

1 Salas, Blas Villalobos, and Joseph R. Williams are members of the Board of Governors of  
2 California Community Colleges.

3 33. The State Chancellor and the members of the Board of Governors (State  
4 Defendants) were responsible for the adoption of the DEIA Rules and remain responsible for  
5 ensuring that each of the 73 California’s Community College Districts, including State Center  
6 Community College District, and 116 Community Colleges comply with the DEIA Rules.  
7

8 34. Defendant Carole Goldsmith is the Chancellor of the State Center Community  
9 College District.

10 35. Defendants Nasreen Johnson, Magdalena Gomez, Danielle Parra, Richard M.  
11 Caglia, Robert A. Fuentes, Deborah J. Ikeda, Destiny Rodriguez, and Gerardo Reyes are members  
12 of the Board of Trustees of the State Center Community College District.  
13

14 36. The District Chancellor and the State Center Board of Trustees (District  
15 Defendants) were responsible for the adoption of the Faculty Contract and are responsible for its  
16 implementation and enforcement at each of the community colleges in State Center.

17 37. At all times, all Defendants were acting under color of law.

18 38. All Defendants are sued only in their official capacity for declaratory and  
19 injunctive relief.  
20

21 **FACTUAL ALLEGATIONS**

22 **I. The Chancellor proposes new DEIA Rules.**

23 39. On March 11, 2022, the California Community Colleges Chancellor’s Office  
24 released for public comment proposed amendments to Title 5 of the California Code of  
25 Regulations.  
26



1           40.     The proposed amendment would require community colleges to evaluate faculty  
2 for their commitment to and faithfulness to “DEIA Principles” as part of their performance  
3 evaluation and tenure review process.

4           41.     The proposed amendments were developed as part of the Chancellor’s “Diversity,  
5 Equity and Inclusion Integration Plan” undertaken in 2019 to incorporate DEIA principles into  
6 the California Community College system’s curriculum and practices.

7           42.     On April 22, 2022, Counsel for Plaintiffs, the Foundation for Individual Rights  
8 and Expression (FIRE) submitted a public comment to the Chancellor’s Office outlining its  
9 concerns with the ways that the proposed DEIA rules would infringe upon the First Amendment  
10 rights of faculty members. FIRE raised its concern that the proposed rules would violate the First  
11 Amendment by requiring “faculty members to affirm certain perspectives on disputed political and  
12 ideological issues and to embed those perspectives in their academic activities.” Other public interest  
13 organizations and faculty members raised similar concerns.

14           43.     After receiving public comments on the proposed regulation, the Chancellor’s  
15 Office issued revised regulatory language on May 5, 2022, with minor changes that failed to  
16 address the First Amendment concerns raised by FIRE.

17           44.     FIRE once again submitted a comment voicing its concern that the revised  
18 regulation continued to violate the First Amendment.

19           45.     On May 23, 2022, the California Community Colleges Board of Governors voted  
20 to officially adopt the revised regulation (the DEIA Rules).

21           46.     The State Chancellor filed the adopted DEIA Rules with the Secretary of State on  
22 March 17, 2023. The DEIA Rules took effect thirty days later on April 16, 2023. A true and  
23 correct copy of the final version of the DEIA Rules is attached as Exhibit A.

1           47.     The districts in the community college system have 180 days from the date the  
2 DEIA Rules took effect (that is, until October 13, 2023) to conform their policies and procedures  
3 to the requirements in the rules. However, some districts, like State Center, have already  
4 implemented the rules before the allotted 180 days. *See infra* ¶¶ 81-95.<sup>1</sup>

5  
6 **II.     The DEIA Rules require faculty to espouse the State’s view on DEIA.**

7           48.     Under the DEIA Rules, all California Community College Faculty must embrace  
8 contested viewpoints, including specific views about the concepts of “intersectionality” and “anti-  
9 racism,” as a condition for teaching and must be evaluated regularly to ensure that they have  
10 conformed to these DEIA viewpoints.

11           49.     The DEIA Rules require all employees in the community college districts,  
12 including faculty, to “have or establish proficiency in DEIA-related performance to teach, work,  
13 or lead within California community colleges.” Cal. Code Regs. tit. 5, § 53602(b).

14           50.     Under the DEIA Rules, each community college district must adopt policies  
15 requiring faculty and staff to demonstrate “proficiency” in “DEIA competencies” in performance  
16 evaluations and tenure reviews. *Id.*, § 53601(a)–(b).

17           51.     The DEIA Rules authorize the Chancellor to “adopt and publish guidance  
18 describing DEIA competencies and criteria.” These criteria “shall” be used by District in  
19 developing their minimum standards and conducting performance evaluations. *Id.*

20           52.     Each district must “set clear expectations regarding employee performance related  
21 to DEIA principles, appropriately tailored to the employee’s classification.” *Id.*, § 53602(c).

22  
23  
24  
25  
26 <sup>1</sup> There is some discrepancy as to the date when the rules took effect. While the final rule was enrolled on  
27 March 17, 2023 and therefore should have taken effect 30 days later on April 16, 2023, the Chancellor’s office lists  
28 the rule’s effective date as April 26, 2023. If that is the effective date, then 180 days later would be October 23, 2023.  
This discrepancy has no impact on Plaintiffs’ claims since State Center adopted the DEIA Rules into its Faculty  
Contract well before the expiration of either 180-day deadline.

1           53. Each district must also “place significant emphasis on DEIA competencies in  
2 employee evaluation and tenure review processes to support employee growth, development, and  
3 career advancement.” *Id.*

4           54. The DEIA Rules do not define “DEIA principles.”

5           55. Several of the provisions of the DEIA Rules force faculty to embrace contested  
6 ideological viewpoints.  
7

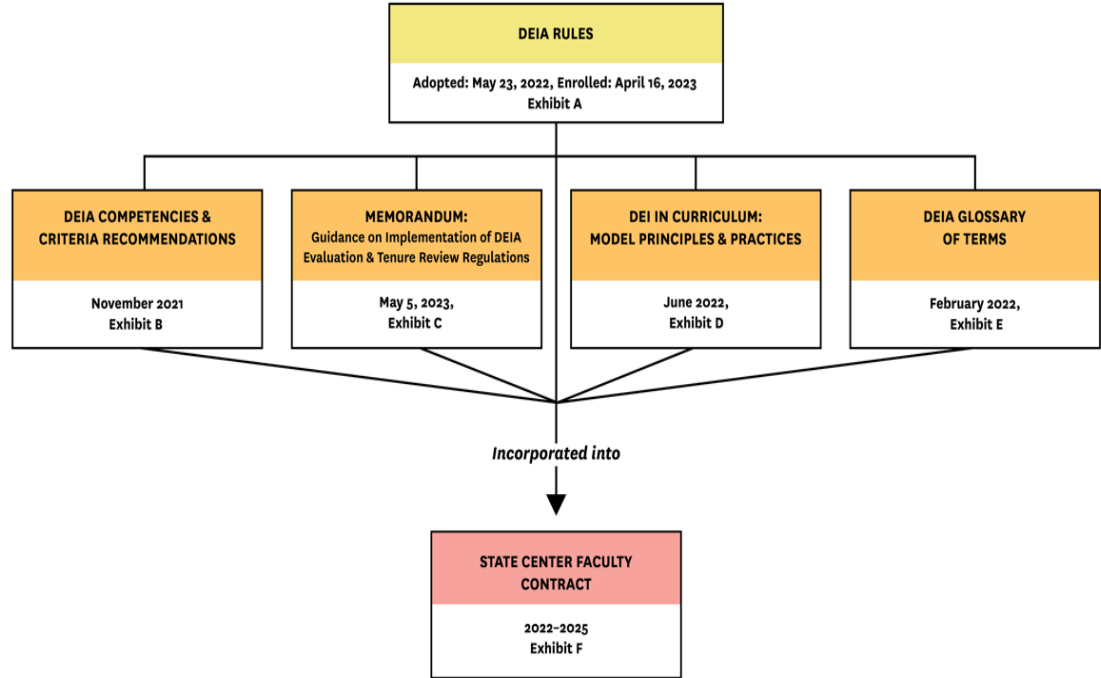
8           56. For instance, all employees, including faculty, must demonstrate “cultural  
9 competency,” defined as “the practice of acquiring and utilizing knowledge of the  
10 intersectionality of social identities and the multiple axes of oppression that people from different  
11 racial, ethnic, and other minoritized groups face.” *Id.*, § 52510(h).

12           57. Similarly, faculty must “employ teaching, learning, and professional practices that  
13 reflect DEIA and anti-racist principles.” “Anti-racist” is defined, without further clarification, as  
14 those “policies and actions that lead to racial equity.” *Id.*, § 52510(d). The DEIA Rules do not  
15 explain how a professor can tell if a teaching practice is “anti-racist” or leads to “racial equity,”  
16 nor do the DEIA Rules explain what a professor is to do when a good-faith debate exists as to  
17 whether a policy “lead[s] to racial equity.”  
18

19 **III. The Chancellor’s Office issues Implementation Guidelines for the districts.**

20           58. The Chancellor’s Office developed and published three guidance documents local  
21 districts and colleges must use when implementing the DEIA Rules. The first is a list of the  
22 competencies and criteria that are expected of all California Community College employees  
23 moving forward. The second is a set of model principles that explain what integrating “DEIA  
24 Principles” into the classroom should look like. The third is a glossary that defines key DEIA  
25 terms. The Chancellor’s office also sent out a memorandum to all the districts explaining the  
26 DEIA Rules. Collectively, these are referred to as the Implementation Guidelines.  
27

59. The following graphic shows the relationship between the DEIA Rules, the Implementation Guidelines, and the Faculty Contract:



**A. Competencies and Criteria**

60. In 2021, the Chancellor’s Office issued the *Diversity, Equity and Inclusion Competencies and Criteria Recommendations*. The *Competencies and Criteria* “define the skills, knowledge, and behaviors that all [CCC] employees must demonstrate.” A true and correct copy of the *Competencies and Criteria* is attached as Exhibit B.

61. In a May 5, 2023 memorandum, the Chancellor explained that DEIA Rules makes these “DEIA-focused competencies and criteria a minimum standard and a system-wide requirement” for community college faculty and staff. This memorandum is attached as Exhibit

**C.**

1           62.     The *Competencies and Criteria* mandate that professors not only teach  
2 Defendants’ contested viewpoint on DEIA, but actively promote and advocate for that viewpoint  
3 both inside and outside of the classroom. Per the *Competencies and Criteria*, faculty must  
4 endorse the State’s DEIA viewpoint in a variety of respects. They must “[a]cknowledge” the  
5 “diverse, fluid, and intersectional nature” of identity. They must “[d]emonstrate their “ongoing  
6 awareness and recognition” of “structures of oppression and marginalization.” And they must  
7 “[s]eek DEI and anti-racist perspectives” and continually improve their “own commitment to DEI  
8 and internal biases.”

9  
10           63.     The *Competencies and Criteria* mandate what California Community Colleges  
11 professors may teach in the classroom, requiring professors “[p]romote” and “incorporate[]” a  
12 “DEI and anti-racist pedagogy.” The pedagogy must “promote[] a race-conscious and  
13 intersectional lens” and be “culturally affirming.”

14  
15           64.     The requirements of the *Competencies and Criteria* do not end when faculty leave  
16 the classroom. A professor must “advocate for and advance DEI and anti-racist goals and  
17 initiatives” outside of class, too, by “participating in DEI groups, committees, or community  
18 activities that promote systemic and cultural change to close equity gaps and support minoritized  
19 groups.”

20  
21           **B.     Model Principles**

22           65.     In June 2022, shortly after the Board of Governors adopted the DEIA Rules, the  
23 Chancellor’s Office released *Model Principles and Practices for DEI in Curriculum*, setting out  
24 its recommended priorities for local districts and schools to use to effectively implement DEIA  
25 principles in the classroom. The *Model Principles* are a set of model principles that explain what  
26 integrating “DEIA Principles” into the classroom should look like. The *Model Principles* are  
27 listed on the Chancellors’ website as a “guidance memo” setting out curricular priorities that

1 districts are encouraged to incorporate. A true and correct copy of the *Model Principles* are  
2 attached as Exhibit D.

3 66. The *Model Principles* impact many aspects of the teaching experience, from the  
4 selection of curriculum and reading assignments to the language professors are expected to use,  
5 requiring absolute conformity with Defendants’ DEIA viewpoints.  
6

7 67. Under the *Model Principles*, faculty should supplement their course material with  
8 additional materials integrating DEIA principles to ensure that “equity frameworks and principles  
9 in decision-making are prioritized and addressed.”

10 68. The *Model Principles* ask faculty to change not just what they teach, but how they  
11 teach it. The *Model Principles* demand faculty “[r]eword language from a colonized mindset to an  
12 equity mindset”—for example, by using the term “enslaved” rather than “slaves.”  
13

14 69. The *Model Principles* even tell faculty how they should think, directing them to  
15 “[s]hift to a collectivism perspective” rather than an “individualist perspective,” and to “[w]eave  
16 DEI and culturally responsive practice into every course.” Every discipline and subject must  
17 “[u]se culturally responsive practices and a social justice lens.”

18 70. Furthermore, the *Model Principles* also tell Faculty what they are *not* allowed to  
19 say. Faculty are warned not to “weaponize academic freedom and academic integrity as tools to  
20 impede equity” or “inflict curricular trauma on our students” by selecting material that would run  
21 contrary to the prevailing DEIA viewpoint.  
22

23 71. The *Model Principles* urge enforcement of these recommendations through  
24 “curriculum committees” that will evaluate all course outlines through a “diversity, equity,  
25 inclusion, and antiracist lens.”

26 72. The requirements will also be integrated into collective bargaining agreements and  
27 performance evaluations.

1           73.     State Center has integrated the *Model Principles* into faculty performance  
2 evaluations through its Faculty Contract. *See infra* ¶¶ 81-95.

3           **C.     Glossary**

4           74.     The State Chancellor’s Office published a *Diversity, Equity, and Inclusion, and*  
5 *Accessibility Glossary of Terms* which defines key terms in the DEIA Rules to create a “shared  
6 understanding” of DEIA concepts. A true and correct copy of the *Glossary* is attached as Exhibit  
7  
8 E.

9           75.     The State Chancellor included a link to the *Glossary* in her May 2023  
10 memorandum to districts in which she urged the districts to refer to the *Glossary* to understand  
11 the DEIA Rules. *See* Exhibit C (explaining that the *Glossary* is intended to “assist with increasing  
12 awareness and understanding of DEIA efforts”).

13           76.     The definitions and concepts included in the *Glossary* to assist districts with  
14 “understanding” the DEIA Rules further demonstrate that the DEIA Rules are viewpoint-based  
15 and mandate ideological conformity on matters of significant public debate.

16           77.     For instance, the *Glossary* defines “color-blindness” as a “racial ideology” which  
17 “perpetuates racial inequalities and denies systematic racism.” But many, including Plaintiffs, see  
18 color-blind policies as the best way to resolve racial inequalities. *See, e.g.,* Oriane Georgeac and  
19 Aneeta Rattan, *The business case for diversity backfires: Detrimental effects of organizations’*  
20 *instrumental diversity rhetoric for underrepresented group members’ sense of belonging.* *J Pers*  
21 *Soc Psychol.* 2023 Jan;124(1):69-108.

22           78.     Likewise, the *Glossary* declares that to be “equity-minded” requires being “race-  
23 conscious,” a controversial concept that many, including Plaintiffs, reject as racist. *See e.g.,*  
24 Robert D. Alt, *Toward Equal Protection: A Review of Affirmative Action*, 36 *Washburn L.J.* 179  
25 (1996–97) (“To pursue the concept of racial entitlement—for even the most admirable and benign  
26  
27

1 of purposes—is to reinforce and preserve for future mischief the way of thinking that produced  
2 race slavery, race privilege, and race hatred.”).

3 79. The *Glossary* denounces the concept of “merit” as “protect[ing] White Privilege  
4 under the guise of standards,” whereas many, including Plaintiffs, see the concept of merit as  
5 crucial to an upwardly mobile society that can overcome legacies of racism. *See e.g.*, Suzanna  
6 Sherry and Daniel A. Farber, *Is the Radical Critique of Merit Anti-Semitic?* 83 Cal. L. Rev. 853  
7 (1995).

8  
9 80. These expansive definitions show the breadth of the DEIA Rules and illustrate  
10 how Plaintiffs and other community college professors will be required to endorse the State’s  
11 preferred viewpoint or be accused of “protect[ing] White Privilege” or “perpetuat[ing] racial  
12 inequalities and den[ying] systematic racism.”

13  
14 **IV. State Center incorporated the DEIA Rules into its Faculty Contract.**

15 81. The Faculty Contract requires faculty members to demonstrate their allegiance to  
16 Defendants’ DEIA viewpoints in order to earn a positive evaluation and avoid discipline.

17 82. On January 27, 2023, State Center Community College District adopted a Full-  
18 time Faculty Agreement with the State Center Federation of Teachers, the labor union that  
19 represents State Center faculty. A true and correct copy of the Faculty Contract is attached as  
20 Exhibit F.

21  
22 83. The Faculty Contract contains DEIA obligations implementing the State  
23 Chancellor’s DEIA Rules, including the Implementation Guidelines.

24 84. Under the previous faculty contract, faculty were evaluated for their “demonstrated  
25 ability to successfully teach students from cultures other than one’s own.”



1           85. Under the DEIA Rules, however, they are now evaluated on their “demonstration  
2 of, or progress toward, diversity, equity, inclusion, and accessibility (DEIA) related competencies  
3 and teaching and learning practices that reflect DEIA and anti-racist principles.”

4           86. Faculty must now also “reflect knowledge of the intersectionality of social  
5 identities” and “recognize the myriad of ways in which people differ, including the psychological,  
6 physical, cognitive, and social difference that occur among individuals.”

7           87. Tenured faculty members are evaluated once every 3 years under the Faculty  
8 Contract.

9           88. As part of their review, each faculty member must submit “a written evaluation of  
10 their job performance” in which the member must “demonstrate an understanding of diversity,  
11 equity, inclusion and accessibility (DEIA) competencies and anti-racist principles, and how they  
12 have put those principles into practice to improve equitable student outcomes and course  
13 completion.”

14           89. The Faculty Contract does not define operative terms like “equity,”  
15 “intersectionality,” and “anti-racism.”

16           90. Tenured faculty members whose DEIA performance is inadequate may be placed  
17 on a “plan for improvement” by their supervisor and given a limited time to correct the perceived  
18 deficiency.

19           91. A supervisor dissatisfied with a professor’s performance on DEIA competencies  
20 may recommend against that professor moving to a new salary class and receiving a raise.  
21 Administrators at State Center including the Vice Chancellor or members of the Human  
22 Resources department may also reject a professor’s request for advancement to a new salary  
23 class.

1           92. Under the State Center Community College District Employee Handbook, tenured  
2 faculty may be penalized or dismissed for the “[p]ersistent violation of or refusal to obey school  
3 laws of the state or reasonable regulations,” including persistent violations of the DEIA Rules as  
4 incorporated into the Faculty Contract.

5           93. According to State Center’s Administrative Regulation 7123, a State Center  
6 employee may be disciplined for “[w]illful violation of any policy and regulations of the District  
7 or any lawful administrative directive,” including willful violations of the DEIA Rules or the  
8 DEIA requirements of the Faculty Contract.

9           94. According to Administrative Regulation 7360, an academic employee may be  
10 disciplined or dismissed for “[u]nsatisfactory performance” or the “[p]ersistent violation of, or  
11 refusal to obey, the school laws of the state or reasonable regulations prescribed for the  
12 government of the community colleges by the Board of Governors or by the Governing Board of  
13 the District.” This would include unsatisfactory performance in DEIA competencies or the  
14 persistent violation of the DEIA Rules or the DEIA requirements of the Faculty Contract.

15           95. An employee disciplined or dismissed for a “persistent violation” need not be  
16 given notice in advance of the filing of a charge. AR 7360.

17  
18  
19 **V. Plaintiffs’ First Amendment rights are being impaired by the DEIA Rules and**  
20 **Faculty Contract.**

21           96. Plaintiffs are tenured faculty members at community colleges in State Center who  
22 are governed by the Faculty Contract which implements the DEIA Rules (including the  
23 Implementation Guidelines).

24           97. Plaintiffs object to the viewpoint requirements in the DEIA Rules and the Faculty  
25 Contract and would not, but for these requirements, espouse them in the classroom.  
26

1           **A.     *Plaintiff James Druley, Philosophy Professor***

2           98.     Professor Druley has been a full-time faculty member at Madera for the past 24  
3 years. Druley is currently the only full-time philosophy professor at Madera. Druley specializes in  
4 teaching logic and ethics.

5           99.     Druley is responsible for writing the course outlines of record on which course  
6 syllabi are based—for all eight of the philosophy courses offered at Madera.

7           100.    During the Spring 2024 semester, Druley will be required to rewrite his course  
8 outlines to explain how each course will implement DEIA in its curriculum. To write these  
9 outlines consistently with the DEIA Rules' requirements, Druley will have to include and endorse  
10 DEIA viewpoints that he considers deeply flawed and problematic and to exclude and disclaim  
11 materials that may run afoul of the DEIA Rules.

12           101.    Druley currently teaches or has taught Introduction to Philosophy; Ethics; World  
13 Religions; Critical Reasoning and Analytical Writing; Traditional Logic; Contemporary Symbolic  
14 Logic; History of Modern Philosophy; and History of Ancient Philosophy. Druley discusses race  
15 and racism in several of his classes, including Introduction to Philosophy and Critical Reasoning  
16 and Analytical Writing.

17           102.    Many of the methods of critical reasoning and traditional logic that Druley teaches  
18 in his classroom run counter to DEIA viewpoints. For instance, the method of using  
19 counterexamples to challenge a claim may be seen as failing to adopt “culturally responsive  
20 practices and a social justice lens” if it is used to critically challenge and demand evidence to  
21 support DEIA principles.

22           103.    Druley believes that it is impossible to teach ethics without talking about “merit”  
23 as a positive moral concept. It is also important to recognize meritorious work on the part of  
24 students, and so Druley also objects to any efforts to eliminate merit in assigning grades or to take  
25

1 equity into account in assigning grades because he believes it is important to recognize his  
2 student's meritorious work. But if he continues to demand and teach the virtues of "merit" he  
3 risks being accused of "protect[ing] White Privilege under the guise of standards" in violation of  
4 the DEIA rules.

5  
6 104. Druley believes that the best remedy to racism is to not consider race at all. He  
7 therefore rejects the type of "anti-racism" that the DEIA Rules require him to endorse, teach, and  
8 demonstrate.

9  
10 105. Druley has signed a "Pro-Human Pledge" sponsored by the Foundation Against  
11 Intolerance and Racism and has committed to "treat everyone equally without regard to skin color  
12 or immutable characteristic." This contradicts the DEIA Rules requirement that Druley adopt a  
13 "race-conscious" viewpoint.

14  
15 106. In addition, by signing a pledge organized by FAIR, an organization dedicated to  
16 color-blindness and the equal treatment of all human beings, Druley may be punished for going  
17 against the requirement that he "advocate for and advance DEI and anti-racist goals and  
18 initiatives" including "participating in DEI groups, committees, or community activities that  
19 promote systemic and cultural change to close equity gaps and support minoritized groups."

20  
21 107. Druley wants to teach his students to critically consider controversial DEIA topics.  
22 For instance, he wants his students to be able to contrast the ideas of Malcom X and Martin  
23 Luther King, Jr., or Frederick Douglass and W.E.B. DuBois on race and racism.

24  
25 108. Because of the DEIA Rules and the Faculty Contract, Druley will avoid voicing  
26 his opinions on controversial DEIA topics, use vague and indeterminate language, walk on  
27 eggshells when discussing race, and may feel compelled to avoid assigning controversial or  
28 challenging readings about race.

1 109. Druley, through his lectures and curriculum, wants to encourage students to think  
2 for themselves. But he fears that he will be accused of being insufficiently “anti-racist” or of  
3 “weaponiz[ing] academic freedom” and “inflict[ing] curricular trauma” on his students if he  
4 proceeds with his preferred lesson plans.

5  
6 110. As of the current semester which began on August 7, 2023, Druley is already  
7 being evaluated for how effectively he has integrated DEIA principles into his philosophy  
8 classroom.

9 111. Druley’s next performance evaluation is in Spring 2026 and will be governed by  
10 DEIA Rules and the Faculty Contract.

11 112. As part of the evaluation process, Druley will be required to write a self-evaluation  
12 about his efforts to promote DEIA.

13  
14 113. Druley is worried that his self-evaluation will not satisfy the DEIA Rules because  
15 he will express his criticism of DEIA principles such as “equity,” “intersectionality” and “anti-  
16 racism.” He risks negative professional repercussions if his viewpoint is labeled a “racial  
17 ideology” that “perpetuates racial inequalities and denies systematic racism.” Exhibit E.

18 114. Druley fears he will be disciplined or fired for “unsatisfactory performance” or a  
19 “persistent” or “willful violation” of the DEIA Rules and the DEIA requirements of the Faculty  
20 Contract if he continues to share his criticism of DEIA and “anti-racism” principles and does not  
21 affirmatively teach and preach those principles in his classroom.

22  
23 ***B. Plaintiff Loren Palsgaard, English Professor***

24 115. Palsgaard has taught English at Madera for 25 years

25 116. Palsgaard teaches Freshman Composition, Critical Thinking, Intro to Literature,  
26 and Creative Nonfiction Writing.

1           117. As an English instructor, Palsgaard wants his students to explore topics of public  
2 concern from multiple perspectives while observing a code of mutual respect. Palsgaard has  
3 concluded that if he discusses controversial issues in DEIA matters or presents competing views  
4 on those issues, he will be deemed insufficiently “anti-racist” or accused of “weaponiz[ing]  
5 academic freedom” and “inflict[ing] curricular trauma” on his students.  
6

7           118. For instance, Palsgaard used to assign students Martin Luther King Jr.’s *Letter*  
8 *from Birmingham Jail* and Victor Davis Hanson’s *Mexifornia*. But he will no longer assign these  
9 books as a result of the DEIA Rules, because King’s letter includes a racial slur and both King  
10 and Hanson offer perspectives that are different from the “anti-racism” and “intersectionality”  
11 perspective mandated by the DEIA Rules. Palsgaard similarly used to assign pieces by William  
12 Faulkner or Flannery O’Connor but no longer assigns them because their books contain racial  
13 slurs.  
14

15           119. Palsgaard fears that if he assigns authors like King, Hanson, Faulkner, and  
16 O’Connor to students, he will be accused of “weaponiz[ing] academic freedom” and “inflict[ing]  
17 curricular trauma.”  
18

19           120. Palsgaard has also had his students watch and discuss recorded debates on  
20 controversial topics as part of his Critical Thinking class. In the past, he has shown students a  
21 debate on the death penalty that discusses whether the criminal justice system is systemically  
22 racist and a debate on the legalization of drugs that discusses whether the war on drugs resulted in  
23 racially inequitable outcomes. Palsgaard believes these videos are incredibly valuable because  
24 they encourage critical thinking and the consideration of multiple viewpoints about difficult and  
25 contentious issues. But by showing his students debates that present both the arguments in favor  
26 of the death penalty and against drug legalization, Palsgaard may be accused of failing to  
27 “promote[] a race-conscious and intersectional lens” and not being adequately “culturally  
28

1 affirming.” Palsgaard will therefore need to reconsider whether he can show these videos and  
2 encourage his students to engage in a discussion about them.

3 121. As of the current semester which began on August 7, 2023, Palsgaard is already  
4 being evaluated for how effectively he has integrated DEIA principles into his English classroom.

5 122. Palsgaard’s next performance evaluation will be in Spring 2026 and will be  
6 governed by DEIA Rules and Faculty Contract.

7 123. During his last tenure evaluation, Palsgaard responded to a question about DEIA  
8 by talking about the need for greater charity towards those who see the world differently and for  
9 more exposure to different viewpoints. If he answers in the same way under the new DEIA Rules  
10 and Faculty Contract, as he will have to because these are his deeply held beliefs, he fears his  
11 views will be deemed unacceptable and he will be denied a merit increase and disciplined or  
12 fired.  
13

14 124. Palsgaard fears he will be disciplined or dismissed from employment for  
15 “unsatisfactory performance” or a “persistent” or “willful violation” of the DEIA Rules and the  
16 DEIA requirements of the Faculty Contract if he continues to share his criticism of DEIA and  
17 anti-racism principles and not affirmatively teach and preach those principles in his classroom.  
18

19 ***C. Plaintiff Michael Stannard, Philosophy Professor***

20 125. Stannard has been a full-time professor at Clovis Community College since 2007  
21 and a tenured professor since 2011.  
22

23 126. Stannard teaches Introduction to Philosophy, Ethics, Logic, World Religions, and  
24 Critical Thinking and Writing.

25 127. Stannard discusses controversial topics implicating the DEIA Rules in his  
26 Introduction to Philosophy course, such as race, abortion, and gay marriage.  
27

1           128. Stannard tells students they can speak freely in his classes as long as they are  
2 making an argument and do not resort to name-calling. He encourages his students to engage in  
3 vigorous discussion about the topics they discuss and the assigned materials that they read.

4           129. Stannard believes that the use of “culturally affirming language” that speaks to  
5 people differently based on their race or ethnicity is patronizing, offensive, and isolates students  
6 based on race or ethnicity. He will not use it.

7           130. Stannard is unwilling to change his teaching approach because of the DEIA Rules  
8 and Faculty Contract.

9           131. In his Logic class, Stannard has students read a *New York Times* op-ed by Abigail  
10 Thernstrom titled “Testing the Easy Target,” which argues against efforts to eliminate  
11 standardized testing to eliminate racial disparities. Stannard asks his students to identify the  
12 author’s thesis and discuss the structure of her argument. But Stannard fears that if he continues  
13 to share this article with students, he will be accused of contradicting the “race-conscious and  
14 intersectional” viewpoints that the DEIA Rules demand and “inflicting curricular trauma” on his  
15 students.

16           132. Stannard assigns students Martin Luther King Jr.’s *Letter from Birmingham Jail*  
17 because it connects the pursuit of social justice to natural law and faith. But he is reconsidering  
18 whether he can assign this letter because it includes a racial slur and offers a different perspective  
19 from the “anti-racism” and “intersectionality” perspective mandated by the DEIA Rules.

20           133. Stannard is known to District Defendants and Clovis administrators for his  
21 criticism of DEIA and anti-racism. On July 31, 2023, he received permission from District  
22 Chancellor Goldsmith and Clovis President Kim Armstrong to distribute to roughly 30 colleagues  
23 a newsletter he wrote criticizing Ibram X. Kendi’s *How to Be An Antiracist* and critiquing the  
24 DEIA Rules.



1           134. As of the current semester which began on August 7, 2023, Stannard is already  
2 being evaluated for how effectively he has integrated DEIA principles into his Philosophy  
3 classroom.

4           135. Stannard’s next performance evaluation will be in Spring 2024 and will be  
5 governed by the DEIA Rules and the Faculty Contract.

6           136. As part of the evaluation process, Stannard will be required to write a self-  
7 evaluation about his efforts to promote DEIA.  
8

9           137. Stannard is worried that his self-evaluation will not satisfy the DEIA Rules  
10 because he will criticize “equity,” “intersectionality” and “anti-racism.” He risks negative  
11 professional repercussions if his viewpoint is labeled a “racial ideology” that “perpetuates racial  
12 inequalities and denies systematic racism,” as specified by the *Glossary*. Exhibit F.  
13

14           138. Stannard fears he will be disciplined or fired for “unsatisfactory performance” or a  
15 “persistent” or “willful violation” of the DEIA Rules and the DEIA requirements of the Faculty  
16 Contract if he continues to teach his courses in a manner contrary to the requirements of the  
17 DEIA Rules.

18           ***D. Plaintiff David Richardson, History Professor***

19           139. Richardson has taught History at Madera Community College full-time for 26  
20 years.  
21

22           140. He teaches courses on American history, including Early and Modern American  
23 History as well as Early and Modern Western Civilization. He has also taught several other  
24 courses in the history department. His area of expertise is in the late Roman Republic.

25           141. Richardson’s classes necessarily involve discussion of topics like discrimination,  
26 the Civil Rights Movement, and slavery.  
27

1           142. For 26 years, Richardson has encouraged debates about controversial ideas, but he  
2 is now afraid to do so due to the new DEIA Rules.

3           143. He has discussed race and racism in his classes by examining the contrasting views  
4 of Booker T. Washington and W.E.B. Dubois, and Martin Luther King Jr. and Malcolm X. But  
5 Richardson fears that, under the DEIA Rules, he would be accused of “weaponiz[ing] academic  
6 freedom” and “inflict[ing] curricular trauma” if he assigns those materials.  
7

8           144. Because of the DEIA Rules, Richardson is likewise afraid to teach controversial  
9 facts, such as the existence of black plantation owners and slaveholders in the American  
10 Antebellum South, because such facts run contrary to the mandated “race-conscious and  
11 intersectional lens,” and may not be seen as “culturally affirming.”  
12

13           145. As of the current semester which began on August 7, 2023, Richardson is already  
14 being evaluated for how effectively he has integrated DEIA principles into his classroom.

15           146. Richardson’s next performance evaluation is in 2026 and will be governed by the  
16 DEIA Rules and the Faculty Contract.

17           147. As part of the evaluation process, Richardson will be required to write a self-  
18 evaluation about his efforts to promote DEIA.

19           148. Richardson is worried that his self-evaluation will not satisfy the DEIA Rules  
20 because he will criticize “equity,” “intersectionality” and “anti-racism.” He risks negative  
21 professional repercussions if his viewpoint is labeled a “racial ideology” that “perpetuates racial  
22 inequalities and denies systematic racism,” as specified by the *Glossary*. Exhibit F.  
23

24           149. Richardson fears he will be disciplined or fired for “unsatisfactory performance”  
25 or a “persistent” or “willful violation” of the DEIA Rules and the Faculty Contract if he continues  
26 to share his criticism of DEIA principles and not affirmatively teach and preach those principles  
27 in his classroom.

1           ***E. Plaintiff Bill Blanken, Chemistry Professor***

2           150. Bill Blanken has been teaching chemistry at Reedley College full-time for 15  
3 years. Blanken teaches Introduction to Chemistry and Freshman Chemistry for Science Majors.

4           151. Blanken emphasizes to his students he will treat them equally and will reward  
5 those who work hard regardless of their skin color.

6           152. In Blanken's pedagogical and professional judgment, DEIA principles do not have  
7 a place in the Chemistry curriculum. There is little opportunity to discuss DEIA principles in the  
8 ordinary course of teaching Chemistry and Blanken does not want to include DEIA material  
9 unrelated to Chemistry because it would necessarily take up time otherwise spent on chemistry.

10           153. When Blanken teaches about the history of chemistry he discusses well-known  
11 chemists such as Marie Curie and Robert Boyle without mentioning the chemist's race. Because  
12 he focuses on the scientists that have made the greatest impact on the study of Chemistry  
13 regardless of ethnicity or country of origin, he fears that if he continues to teach an accurate  
14 history, he will be accused of failing to adopt "culturally responsive practices and a social justice  
15 lens."  
16

17           154. As of the current semester which began on August 7, 2023, Blanken is already  
18 being evaluated for how effectively he has integrated DEIA principles into his Chemistry  
19 classroom.  
20

21           155. Blanken's next performance evaluation will be in Spring 2024 and will be  
22 governed by DEIA Rules and the Faculty Contract.  
23

24           156. But Blanken does not believe that incorporating DEIA-related material is  
25 pedagogically relevant or appropriate and refuses to do so.

26           157. As part of the evaluation process, Blanken is required to write a self-evaluation  
27 about his efforts to promote DEIA.

1           158. Blanken is worried that his self-evaluation will not satisfy the DEIA Rules because  
2 he will say that he believes that everyone must be treated equally and in a color-blind manner  
3 regardless of race rather than adopting and promoting the race-conscious equity and “anti-racism”  
4 approach required under the DEIA Rules and the Faculty Contract. Indeed, he may face negative  
5 professional repercussions if evaluators view his ideas as a “racial ideology” that “perpetuates  
6 racial inequalities and denies systematic racism.”  
7

8           159. Blanken fears he will face negative professional repercussions under the DEIA  
9 Rules and Faculty Contract if he continues to share his criticism of DEIA and “anti-racism”  
10 principles and does not integrate DEIA principles into his Chemistry classroom in a  
11 pedagogically unsound and disruptive manner.  
12

13           160. Blanken fears he will be disciplined or fired for “unsatisfactory performance” or a  
14 “persistent” or “willful violation” of the DEIA Rules and the DEIA requirements of the Faculty  
15 Contract if he continues to share his criticism of DEIA and anti-racism principles, does not  
16 integrate DEIA principles into his Chemistry classroom, and does not affirmatively teach and  
17 preach those principles in his classroom.  
18

19           ***F. Plaintiff Linda de Morales, Chemistry Professor***

20           161. De Morales has taught Chemistry at Madera Community College for 8 years. She  
21 teaches General Chemistry (for science majors) and Organic Chemistry, instructing students in  
22 the lecture hall and the laboratory.  
23

24           162. De Morales, like Blanken, does not want to include DEIA material in her  
25 chemistry courses. And she does not plan to alter the teaching of the history of chemistry to focus  
26 on the race or ethnicity of scientists.  
27

1 163. De Morales tells her students that if they want to earn a good grade they need to  
2 earn it. But de Morales is now concerned that if she emphasizes the importance of “merit” that  
3 she will be accused of protect[ing] White Privilege under the guise of standards.”

4 164. For the last few years, de Morales showed her students the film “Hidden Figures,”  
5 a movie about three African-American female scientists at NASA who helped to pave the way for  
6 the successful launch of astronaut John Glenn into orbit. She shows this film to inspire her  
7 students to believe that they can achieve anything they put their minds to.

8 165. However, some accuse “Hidden Figures” of “white-washing” history by including  
9 a “white savior” figure.<sup>2</sup> De Morales is therefore worried that showing the film would violate the  
10 DEIA Rules because it might be viewed as inflicting “curricular trauma” on her students.

11 166. The principles of anti-racism embedded in the DEIA Rules violate de Morales’s  
12 deeply held moral and religious beliefs regarding the need to treat everyone equally in a color-  
13 blind manner. The DEIA Rules instead require de Morales to adopt the frameworks of “anti-  
14 racism” and “intersectionality” which require express race-consciousness.

15 167. De Morales worries that her endorsement of color-blindness will be considered a  
16 “racial ideology” that “perpetuates racial inequalities and denies systematic racism,” as it would  
17 be according to the *Glossary* the State Chancellor adopted. Exhibit F.

18 168. As of the current semester which began on August 7, 2023, de Morales is already  
19 being evaluated for how effectively she has integrated DEIA principles into her Chemistry  
20 classroom.

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21  
22  
23  
24  
25  
26  
27 <sup>2</sup> See Dexter Thomas, *Oscar Nominated Film ‘Hidden Figures’ was Whitewashed – but it didn’t have to be*, VICE  
(Jan. 25, 2017), <https://www.vice.com/en/article/d3xmja/oscar-nominated-hidden-figures-was-whitewashed-but-it-didnt-have-to-be>.

1 169. De Morales’s next performance evaluation is in the Fall of 2025 and will be  
2 governed by the DEIA Rules and the Faculty Contract.

3 170. But de Morales does not believe that incorporating DEIA-related material is  
4 pedagogically relevant or appropriate.

5 171. As part of the evaluation process, de Morales is required to write a self-evaluation  
6 about her efforts to promote DEIA.

7 172. De Morales is worried that her self-evaluation will not satisfy the DEIA Rules  
8 because she will say that she believes that everyone must be treated equally and in a color-blind  
9 manner regardless of race rather than adopting the race-conscious equity and anti-racism  
10 approach required under the DEIA Rules and the Faculty Contract. She is likewise worried she  
11 will face negative professional repercussions if her viewpoint is labeled a “racial ideology” that  
12 “perpetuates racial inequalities and denies systematic racism.”  
13

14 173. De Morales fears she will be disciplined or fired for “unsatisfactory performance”  
15 or a “persistent” or “willful violation” of the DEIA Rules and the DEIA requirements of the  
16 Faculty Contract if she continues to share her criticism of DEIA and “anti-racism” principles,  
17 does not integrate DEIA principles into her Chemistry classroom, and does not affirmatively  
18 teach and preach those principles in her classroom.  
19

## 20 **INJURY TO PLAINTIFFS**

21 174. The DEIA Rules and Faculty Contract injure Plaintiffs by compelling them to  
22 endorse and advance Defendants’ DEIA viewpoints on topics like “anti-racism” and  
23 “intersectionality” in the classroom.  
24

25 175. Plaintiffs will also be forbidden from offering contrary viewpoints on DEIA  
26 concepts to their students.  
27

1 176. Plaintiffs will be required to alter their course material in order to avoid sharing  
2 viewpoints or perspectives inconsistent with Defendants' mandatory DEIA viewpoint.

3 177. Plaintiffs Blanken and de Morales will be required to introduce DEIA viewpoints  
4 into the classroom in a pedagogically inappropriate manner.

5 178. Plaintiffs will be required to comply with the vague and ambiguous terms and face  
6 discipline if State Center officials conclude they have not complied.

7 179. Plaintiffs must immediately begin to comply with the DEIA Rules and Faculty  
8 Contract because they could face discipline or termination if they are not in compliance.

9 180. Plaintiffs will be formally evaluated based on their compliance with the DEIA  
10 Rules and Faculty Contract when they are next up for review. For Plaintiffs Stannard and Blanken  
11 that will be as soon as early next year.  
12

13  
14 **FIRST CAUSE OF ACTION**  
15 **FACIAL FIRST AMENDMENT CHALLENGE TO DEIA RULES**  
16 **(AGAINST THE STATE DEFENDANTS)**

17 181. Plaintiffs re-allege and incorporate by reference the preceding paragraphs in this  
18 Complaint.

19 182. The Supreme Court has explained that the “vigilant protection of constitutional  
20 freedoms is nowhere more vital than in the community of American schools.” *Keyishian*, 385  
21 U.S. at 603 (1967) (quoting *Shelton v. Tucker*, 364 U.S. 479, 487 (1960)). Indeed, “safeguarding  
22 academic freedom . . . is of transcendent value.” *Id.*

23 183. College students must have “wide exposure to that robust exchange of ideas which  
24 discovers truth ‘out of a multitude of tongues, (rather) than through any kind of authoritative  
25 selection.’” *Id.* For this reason, the First Amendment “does not tolerate laws that cast a pall of  
26 orthodoxy over the classroom.” *Id.*

1           184. The First Amendment protects the academic freedom right of faculty members to  
2 present and teach diverse viewpoints in the classroom and of students to be exposed to diverse  
3 opinions. *See generally Demers*, 746 F.3d 402. Public colleges and universities “do not have a  
4 license to act as classroom thought police.” *Meriwether v. Hartop*, 992 F.3d 492, 507 (6th Cir.  
5 2021). They may not “force professors to avoid controversial viewpoints,” *id.*, nor “impose  
6 [their] own orthodoxy of viewpoint about the content ... allowed within university classrooms.”  
7 *Pernell v. Fla. Bd. of Governors of State Univ. Sys.*, No. 4:22CV304-MW/MAF, 2022 WL  
8 16985720, at \*37 (N.D. Fla. Nov. 17, 2022).

10           185. Rules that discriminate between viewpoints are a “poison to a free society.” *Iancu*  
11 *v. Brunetti*, 139 S. Ct. 2294, 2302 (2019) (Alito, J., concurring). Viewpoint discrimination is an  
12 “egregious form of content discrimination” that is a particularly “blatant” First Amendment  
13 violation. *Rosenberger v. Rector & Visitors of Univ. of Virginia*, 515 U.S. 819, 829 (1995). Rules  
14 discriminating between viewpoints are presumptively unconstitutional. *Id.* at 828.

16           186. The DEIA Rules discriminate based on viewpoint by requiring faculty to “employ  
17 teaching, learning, and professional practices that reflect DEIA and anti-racist principles.”  
18 “DEIA” and “anti-racist principles” as defined and used by the DEIA Rules and the associated  
19 Guidelines reflect a specific “race-conscious and intersectional” view that differs from the values  
20 of colorblindness and equality embraced by some faculty members, including Plaintiffs.

22           187. Faculty members must affirm this “race-conscious and intersectional” viewpoint in  
23 much of what they do from the textbooks and course materials they select to the very language  
24 they can utilize in the classroom.

25           188. The DEIA Rules cannot satisfy strict scrutiny because the government lacks a  
26 legitimate, much less compelling, state interest in shutting down debate on important matters of  
27 public concern in public college classrooms.



1           189. The DEIA Rules are not narrowly tailored because they are not the least restrictive  
2 means of satisfying any state interest in the inclusion and fair treatment of students. The State can  
3 further its interest in diversity and inclusion in ways that do not intrude on the academic freedom  
4 of professors and students in the classroom.

5           190. The State Defendants are responsible for enforcing the DEIA Rules on California's  
6 community college districts, including State Center.

7           191. As a direct and proximate result of the DEIA Rules and their enforcement on the  
8 districts, Plaintiffs will suffer irreparable injury from the violation of their constitutional rights.

9           192. Plaintiffs are entitled to preliminary and permanent injunctive relief, including but  
10 not limited to, an order enjoining the Defendants from enforcing the DEIA Rules on State Center  
11 and the other community college districts.

12           193. Plaintiffs have no other adequate remedy by which to prevent or minimize the  
13 continuing irreparable harm to their rights under the First Amendment.

14           194. Plaintiffs are also entitled to declaratory relief. An actual controversy has arisen  
15 and now exists between Plaintiffs and State Defendants concerning their rights under the United  
16 States Constitution.

17           195. Plaintiffs seek a judicial determination of their First Amendment rights and legal  
18 relations against State Defendants as they pertain to their right to speak in and outside the  
19 classroom unfettered by the "pall of orthodoxy" imposed by the State.

20           196. Without declaratory and injunctive relief from this Court, State Defendants'  
21 unconstitutional actions will continue, and Plaintiffs will suffer irreparable harm indefinitely.

**SECOND CAUSE OF ACTION  
FACIAL FIRST AMENDMENT CHALLENGE TO THE  
FACULTY CONTRACT  
(AGAINST THE DISTRICT DEFENDANTS)**

197. Plaintiffs re-allege and incorporate by reference the preceding paragraphs in this Complaint.

198. The Faculty Contract imposes the DEIA Rules on State Center faculty and therefore enforcement of those rules through the Faculty Contract is unconstitutional for the reasons stated in Claim I. *See supra* ¶¶ 181-96.

199. The Faculty Contract contains the additional requirement[s] that faculty members adopt the mandated DEIA viewpoint such as requiring them to include “teaching and learning practices that reflect DEIA and anti-racist principles and reflect knowledge of the intersectionality of social identities.” Additionally, faculty members must “demonstrate an understanding of [DEIA] competencies and anti-racist principles.”

200. Faculty members must affirm this “DEIA and anti-racist” viewpoint in many aspects of their teaching from the textbooks and course materials they select to the very language they can utilize in the classroom.

201. The Faculty Contract cannot satisfy strict scrutiny for the same reasons the DEIA Rules cannot satisfy strict scrutiny. *See supra* ¶¶ 188-89.

202. The District Defendants are responsible for enforcing the DEIA Rules and the portions of the Faculty Contract dealing with DEIA requirements against Plaintiffs and other State Center faculty.

203. As a direct and proximate result of the enforcement of the DEIA rules and the portions of the Faculty Contract dealing with DEIA requirements, Plaintiffs will suffer irreparable injury from the violation of their constitutional rights.

1            204. Plaintiffs have no other adequate remedy by which to prevent or minimize the  
2 continuing irreparable harm to their rights under the First Amendment.

3            205. Plaintiffs are therefore entitled to preliminary and permanent injunctive relief to  
4 enjoin the District Defendants from enforcing the DEIA Rules and the portions of the Faculty  
5 Contract dealing with DEIA requirements.  
6

7            206. Plaintiffs are also entitled to declaratory relief. An actual controversy has arisen  
8 and now exists between Plaintiffs and Defendants concerning their rights under the United States  
9 Constitution.

10           207. Plaintiffs seek a judicial determination of their First Amendment rights and legal  
11 relations against the District Defendants as they pertain to their right to speak in and outside the  
12 classroom unfettered by the “pall of orthodoxy” imposed by the District.  
13

14           208. Without declaratory and injunctive relief from this Court, the District Defendants’  
15 unconstitutional actions will continue, and Plaintiffs will suffer irreparable harm indefinitely.  
16

17    **THIRD CAUSE OF ACTION**  
18    **FACIAL FIRST AMENDMENT CHALLENGE (COMPELLED SPEECH)**  
19    **TO THE DEIA RULES**  
   **(AGAINST THE STATE DEFENDANTS)**

20           209. Plaintiffs re-allege and incorporate by reference the preceding paragraphs in this  
21 Complaint.

22           210. “If there is any fixed star in our constitutional constellation, it is that no official,  
23 high or petty, can prescribe what shall be orthodox in politics, nationalism, religion, or other  
24 matters of opinion or force citizens to confess by word or act their faith therein.” *W. Va. St. Bd. of*  
25 *Educ. v. Barnette*, 319 U.S. 624, 642 (1943). The First Amendment prohibits laws compelling  
26 speech. Generally, laws that compel speech are subject to strict scrutiny because they “plainly  
27

1 alter [] the content of . . . speech.” *Nat’l Ins. of Family and Life Advocates v. Beccera*, 138 S. Ct.  
2 2361, 2371 (2018).

3 211. The DEIA Rules require Plaintiffs to espouse the state’s message in order to teach  
4 at State Center and condition Plaintiffs’ performance evaluation, at least in part, on their fealty to  
5 the government’s preferred message on concepts such as “equity,” “intersectionality,” and “anti-  
6 racism.”  
7

8 212. Plaintiffs disagree with and do not want to endorse the state’s perspective  
9 regarding DEIA against their own deeply held philosophical, moral, and religious views.

10 213. The DEIA Rules dictate not only what Plaintiffs may say, but how they must say  
11 it. For instance, their language must be consistent with “an equity mindset” and a “collectivism  
12 perspective.”  
13

14 214. By barring faculty from presenting alternative viewpoints while requiring the  
15 inclusion of the state-accepted view on DEIA, the DEIA Rules require Plaintiffs to endorse the  
16 state’s message.

17 215. The Faculty Contract cannot satisfy strict scrutiny for the same reasons the DEIA  
18 Rules cannot satisfy strict scrutiny. *See supra* ¶¶ 188-89.

19 216. The State Defendants are responsible for enforcing the DEIA Rules on California’s  
20 community college districts, including State Center.  
21

22 217. As a direct and proximate result of the DEIA Rules and their enforcement on the  
23 districts, Plaintiffs will suffer irreparable injury from the violation of their constitutional rights by  
24 being compelled to express the state-mandated viewpoint on matters of public concern.

25 218. Plaintiffs are entitled to preliminary and permanent injunctive relief, including but  
26 not limited to, an order enjoining the Defendants from enforcing the DEIA Rules on State Center  
27 and the other community college districts.

1           219. Plaintiffs have no other adequate remedy by which to prevent or minimize the  
2 continuing irreparable harm to their rights under the First Amendment.

3           220. Plaintiffs are also entitled to declaratory relief. An actual controversy has arisen  
4 and now exists between Plaintiffs and State Defendants concerning their rights under the United  
5 States Constitution.

6           221. Plaintiffs desire a judicial determination of their First Amendment rights and legal  
7 relations against State Defendants as they pertain to their right to not be compelled to endorse the  
8 state’s mandated viewpoint on DEIA.

9           222. Without declaratory and injunctive relief from this Court, State Defendants’  
10 unconstitutional actions will continue, and Plaintiffs will suffer irreparable harm indefinitely.

11  
12  
13                                   **FOURTH CAUSE OF ACTION**  
14                                   **FACIAL FIRST AMENDMENT CHALLENGE (COMPELLED SPEECH)**  
15                                   **TO THE FACULTY CONTRACT**  
16                                   **(AGAINST THE DISTRICT DEFENDANTS)**

17           223. Plaintiffs re-allege and incorporate by reference the preceding paragraphs in this  
18 Complaint.

19           224. The Faculty Contract imposes the DEIA Rules on State Center faculty and  
20 therefore enforcement of those rules through the Faculty Contract unconstitutionally compels  
21 speech for the reasons stated in Claim III. *See supra* ¶¶ 209-22.

22           225. The Faculty Contract contains the additional requirements that Plaintiffs espouse  
23 the District’s message in order to be allowed to teach at State Center and to avoid negative  
24 evaluations and job consequences.

25           226. In particular, Plaintiffs must endorse the District’s views on DEIA by utilizing  
26 “teaching and learning practices that reflect DEIA and anti-racist principles and reflect  
27

1 knowledge of the intersectionality of social identities” and by “demonstrat[ing] an understanding  
2 of [DEIA] competencies and anti-racist principles.”

3 227. Plaintiffs disagree with and do not want to endorse the District and the State’s  
4 perspective regarding DEIA against their own deeply held philosophical, moral, and religious  
5 views.

6  
7 228. The DEIA Rules cannot satisfy strict scrutiny for the reasons stated in Claim I. *See*  
8 *supra* ¶¶ 188-89.

9 229. The District Defendants are responsible for enforcing the DEIA Rules and the  
10 portions of the Faculty Contract dealing with DEIA requirements against Plaintiffs and other  
11 State Center faculty.

12 230. As a direct and proximate result of the enforcement of the DEIA rules and the  
13 portions of the Faculty Contract dealing with DEIA requirements, Plaintiffs will suffer irreparable  
14 injury from the violation of their constitutional rights by being compelled to express the state-  
15 mandated viewpoint on matters of public concern.

16  
17 231. Plaintiffs have no other adequate remedy by which to prevent or minimize the  
18 continuing irreparable harm to their rights under the First Amendment.

19 232. Plaintiffs are therefore entitled to preliminary and permanent injunctive relief to  
20 enjoin the District Defendants from enforcing the DEIA Rules and the portions of the Faculty  
21 Contract dealing with DEIA requirements.

22  
23 233. Plaintiffs are also entitled to declaratory relief. An actual controversy has arisen  
24 and now exists between Plaintiffs and Defendants concerning their rights under the United States  
25 Constitution.

1 234. Plaintiffs desire a judicial determination of their First Amendment rights and legal  
2 relations against the District Defendants as they pertain to their right to not be compelled to  
3 endorse the District Defendants’ mandated viewpoint on DEIA.

4 235. Without declaratory and injunctive relief from this Court, the District Defendants’  
5 unconstitutional actions will continue, and Plaintiffs will suffer irreparable harm indefinitely.  
6

7  
8 **FIFTH CAUSE OF ACTION**  
9 **FACIAL FIRST AMENDMENT CHALLENGE (PRIOR RESTRAINT)**  
10 **TO THE DEIA RULES**  
11 **(AGAINST THE STATE DEFENDANTS)**

12 236. Plaintiffs re-allege and incorporate by reference the preceding paragraphs in this  
13 Complaint.  
14

15 237. At public colleges and universities, faculty speech related to scholarship or  
16 teaching, or classroom speech on matters of public concern, is protected by the First Amendment.  
17 *See generally, e.g., Demers, 746 F.3d 402; Meriweather, 992 F.3d 492.*

18 238. The DEIA Rules are an unconstitutional blanket restriction on college faculty’s  
19 speech on matters of public concern. *United States v. Nat’l Treasury Emps. Union, 513 U.S. 454*  
20 *(1995).*

21 239. Prior restraints on speech are “the most serious and the least tolerable infringement  
22 on” First Amendment rights. *Neb. Press Ass’n v. Stuart, 427 U.S. 539, 559 (1976).*

23 240. The DEIA Rules regulate speech related to scholarship and teaching by requiring  
24 faculty members to “employ teaching, learning, and professional practices that reflect DEIA and  
25 anti-racist principles.”

26 241. By requiring faculty to employ “DEIA and anti-racist principles,” the DEIA Rules  
27 thereby restrict faculty expression that does not reflect those principles or reflects contrary  
28

1 principles, forbidding them from presenting arguments and viewpoints exploring concepts like  
2 “color-blindness” that run contrary to “DEIA and anti-racist principles.”

3         242. Colleges must evaluate course outlines under a “diversity, equity, inclusion, and  
4 antiracist lens” and “[u]s[ing] culturally responsive practices and a social justice lens.” Likewise,  
5 professors must adopt a curriculum “that promotes a race-conscious and intersectional lens” and  
6 “fosters an anti-racist and inclusive environment for minoritized students.” Professors must also  
7 select textbooks and course materials with “diverse representation from varied racial, ethnic, sex,  
8 gender, sexuality, socioeconomic status, religion, age, and abilities perspectives,” and, to avoid  
9 “curricular trauma,” must adjust their language “from a colonized mindset to an equity mindset”;  
10 “shift to a collectivism perspective” rather than an “individualist perspective”; and embed “DEI  
11 and culturally responsive practice into every course.”  
12

13  
14         243. By requiring faculty to “promote[] a race-conscious and intersectional lens” and  
15 “foster[] an anti-racist and inclusive environment for minoritized students” in their curriculum,  
16 faculty are restricted from promoting a contrary “lens” in their class curriculum.

17         244. By requiring faculty to choose books and course material that satisfy the state’s  
18 “diverse representation” standard and to use language reflecting “an equity mindset” and “a  
19 collectivism perspective,” faculty are restricted from choosing course materials or using language  
20 reflecting contrary principles.  
21

22         245. Because the DEIA Rules apply broadly, compelling and prohibiting the  
23 constitutionally protected speech of all faculty members working for State Center regardless of  
24 academic discipline, the rules impose an unconstitutional prior restraint on employee speech. *See*  
25 *generally Nat’l Treasury Emps Union*, 513 U.S. 454.

26         246. A blanket prior restraint on faculty speech on matters of public concern is only  
27 justified when “the interests of both potential audiences and a vast group of present and future  
28



1 employees in a broad range of present and future expression are outweighed” by the effect of the  
2 speech on the government’s operations. *Progressive Democrats for Soc. Justice v. Bonta*, 73  
3 F.4th 1118, 1123 (9th Cir. 2023) (quoting *Nat’l Treasury Emps Union*, 513 U.S. at 468). The  
4 harm to the state must be “real, not merely conjectural” and shown to “alleviate these harms in a  
5 direct and material way.” *Id.* (quoting *Nat’l Treasury Emps Union*, 513 U.S. at 475).

7 247. The interests of current and future faculty and students in free inquiry and debate  
8 on campus outweigh any purported effect of the prohibited speech on the state. *See id.*

9 248. Defendants also cannot show that the prohibited faculty speech either harms vital  
10 government interests or that this prior restraint on speech effectively alleviates the effect of the  
11 prohibited speech in a direct and material way. *See id.*

12 249. The State Defendants are responsible for enforcing the DEIA Rules on California’s  
13 community college districts, including State Center.

14 250. As a direct and proximate result of the DEIA Rules and their enforcement on the  
15 districts, Plaintiffs will suffer irreparable injury from the violation of their constitutional rights by  
16 being restricted from expressing views contrary to the state-mandated viewpoint on matters of  
17 public concern.

18 251. Plaintiffs are entitled to preliminary and permanent injunctive relief, including but  
19 not limited to, an order enjoining the State Defendants from enforcing the DEIA Rules on State  
20 Center and the other community college districts.

21 252. Plaintiffs have no other adequate remedy by which to prevent or minimize the  
22 continuing irreparable harm to their rights under the First Amendment.

23 253. Plaintiffs are also entitled to declaratory relief. An actual controversy has arisen  
24 and now exists between Plaintiffs and State Defendants concerning their rights under the United  
25 States Constitution.

1           254. Plaintiffs desire a judicial determination of their First Amendment rights and legal  
2 relations against State Defendants as they pertain to their right to speak in and outside the  
3 classroom unfettered by prior restraint.

4           255. Without declaratory and injunctive relief from this Court, State Defendants'  
5 unconstitutional actions will continue, and Plaintiffs will suffer irreparable harm indefinitely.  
6

7                                   **SIXTH CAUSE OF ACTION**  
8                                   **PRIOR RESTRAINT**  
9                                   **TO THE FACULTY CONTRACT**  
10                                  **(AGAINST THE DISTRICT DEFENDANTS)**

11           256. Plaintiffs re-allege and incorporate by reference the preceding paragraphs in this  
12 Complaint.

13           257. The Faculty Contract imposes the DEIA Rules on State Center faculty and  
14 therefore enforcement of those rules through the Faculty Contract is an unconstitutional prior  
15 restraint on speech for the reasons stated in Claim V. *See supra* ¶¶ 236-55.

16           258. The Faculty Contract contains the additional requirement[s] that impose a prior  
17 restraint on Plaintiffs' speech including the requirement that teaching must "demonstrate an  
18 understanding of [DEIA] competencies and anti-racist principles" or "reflect knowledge of the  
19 intersectionality of social identities." This requirement will result in the prior restraint of views  
20 that run contrary to DEIA or anti-racist principles or reject concepts like the "intersectionality of  
21 social identities."

22           259. The Faculty Contract applies broadly, compelling and prohibiting the  
23 constitutionally protected speech of all faculty members working for State Center regardless of  
24 academic discipline. The Faculty Contract therefore imposes an unconstitutional prior restraint on  
25 employee speech. *See generally United States v. National Treasury Emps Union*, 513 U.S. 454  
26 (1995).  
27

1           260. The District Defendants cannot justify this prior restraint on employee speech as it  
2 is not the least restrictive way of meeting a vital government end in a direct and material way.

3           261. The District Defendants are responsible for enforcing the DEIA Rules and the  
4 portions of the Faculty Contract dealing with DEIA requirements against Plaintiffs and other  
5 State Center faculty.  
6

7           262. As a direct and proximate result of the enforcement of the DEIA rules and the  
8 portions of the Faculty Contract dealing with DEIA requirements, Plaintiffs will suffer irreparable  
9 injury from the violation of their constitutional rights by being restricted from expressing views  
10 contrary to the District-mandated viewpoint on matters of public concern.

11           263. Plaintiffs have no other adequate remedy by which to prevent or minimize the  
12 continuing irreparable harm to their rights under the First Amendment.  
13

14           264. Plaintiffs are therefore entitled to preliminary and permanent injunctive relief to  
15 enjoin the District Defendants from enforcing the DEIA Rules and the portions of the Faculty  
16 Contract dealing with DEIA requirements.

17           265. Plaintiffs are also entitled to declaratory relief. An actual controversy has arisen  
18 and now exists between Plaintiffs and Defendants concerning their rights under the United States  
19 Constitution.  
20

21           266. Plaintiffs desire a judicial determination of their First Amendment rights and legal  
22 relations against the District Defendants as they pertain to their right to speak in and outside the  
23 classroom unfettered by prior restraint.

24           267. Without declaratory and injunctive relief from this Court, the District Defendants'  
25 unconstitutional actions will continue, and Plaintiffs will suffer irreparable harm indefinitely.  
26  
27

1   **SEVENTH CAUSE OF ACTION**  
2   **FACIAL FIRST AMENDMENT CHALLENGE (OVERBREADTH)**  
3   **TO THE DEIA RULES**  
4   **(AGAINST THE STATE DEFENDANTS)**

5           268. Plaintiffs re-allege and incorporate by reference the preceding paragraphs in this  
6 Complaint.

7           269. A rule violates the First Amendment for overbreadth if “a substantial number of its  
8 applications are unconstitutional, judged in relation to [its] plainly legitimate sweep.” *United*  
9 *States v. Stevens*, 559 U.S. 460, 473 (2010) (quoting *Wash. St. Grange v. Wash. St. Republican*  
10 *Party*, 552 U.S. 442, 449 n.6 (2008)).

11           270. The DEIA Rules are unconstitutional on their face because they restrict a  
12 substantial amount of protected speech relative to their negligible if not nonexistent, legitimate  
13 sweep.

14           271. For instance, the number of books, articles, or other course material that can be  
15 said to inflict “curricular trauma” is nearly endless. Virtually any book that challenges the  
16 reader’s engrained perspective or worldview can be censored under this open-ended mandate for  
17 censorship.

18           272. The First Amendment protects speeches, books, films, and plays, regardless of  
19 whether they might cause “trauma” to a reader or viewer. The First Amendment’s protections do  
20 not evaporate when someone is traumatized or offended. *Matal v. Tam*, 582 U.S. 218 (2017).

21           273. Other aspects of the DEIA Rules are similarly substantially overbroad. For  
22 example, the DEIA Rules require professors to embrace a “collectivism perspective” and avoid an  
23 “individualist perspective.” But many great works of American literature, philosophy, law, or  
24 politics can be said to embody an “individualist perspective.” For instance, Martin Luther King  
25 Jr.’s *Letter from Birmingham Jail* has a highly “individualist perspective” because it focuses on  
26 individual civil liberties.

1           274. Likewise, a wide variety of protected expression could be labelled as insufficiently  
2 “anti-racist” or contrary to “racial equity” especially since these concepts are highly debated and  
3 subjective.

4           275. The DEIA Rules contain no limiting principles to constrain the broad application  
5 of its terms to restrict a substantial amount of protected faculty expression.  
6

7           276. As a direct and proximate result of the DEIA Rules and their enforcement on the  
8 districts, Plaintiffs will suffer irreparable injury from the violation of their constitutional rights  
9 because the DEIA Rules are overbroad and chill a substantial amount of protected speech.

10           277. Plaintiffs are entitled to preliminary and permanent injunctive relief, including but  
11 not limited to, an order enjoining the Defendants from enforcing the DEIA Rules on State Center  
12 and the other community college districts.  
13

14           278. Plaintiffs have no other adequate remedy by which to prevent or minimize the  
15 continuing irreparable harm to their rights under the First Amendment.

16           279. Plaintiffs are also entitled to declaratory relief. An actual controversy has arisen  
17 and now exists between Plaintiffs and State Defendants concerning their rights under the United  
18 States Constitution.

19           280. Plaintiffs desire a judicial determination of their First Amendment rights and legal  
20 relations against State Defendants as they pertain to their right to speak in and outside the  
21 classroom without being subject to overbroad speech restrictions.  
22

23           281. Without declaratory and injunctive relief from this Court, State Defendants’  
24 unconstitutional actions will continue, and Plaintiffs will suffer irreparable harm indefinitely.  
25  
26  
27

**EIGHTH CAUSE OF ACTION  
FACIAL FIRST AMENDMENT CHALLENGE (OVERBREADTH)  
TO THE FACULTY CONTRACT  
(AGAINST THE DISTRICT DEFENDANTS)**

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2  
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4       282. Plaintiffs re-allege and incorporate by reference the preceding paragraphs in this  
5 Complaint.

6       283. The Faculty Contract imposes the DEIA Rules on State Center faculty and  
7 therefore enforcement of the overbroad rules through the Faculty Contract is unconstitutional for  
8 the reasons stated in Claim VII. *See supra* ¶¶ 268-81.

9       284. The Faculty Contract contains additional requirements that are also  
10 unconstitutionally overbroad and result in a substantial number of unconstitutional applications.

11       285. For instance, the Faculty Contract would prohibit professors from including course  
12 material that does not “reflect DEIA and anti-racist principles” or “knowledge of the  
13 intersectionality of social identities.” This could include a nearly endless array of constitutionally  
14 protected speech such as discussing an article advancing the arguments against affirmative action  
15 that prevailed before the Supreme Court in recent cases invalidating affirmative action programs  
16 at Harvard and UNC. *Students for Fair Admissions, Inc. v. President & Fellows of Harvard Coll.*,  
17 143 S. Ct. 2141 (2023).  
18

19  
20       286. The Faculty Contract contains no effective limiting principles to constrain the  
21 overbroad application of its terms.

22       287. The District Defendants are responsible for enforcing the DEIA Rules and the  
23 portions of the Faculty Contract dealing with DEIA requirements against Plaintiffs and other  
24 State Center faculty.

25  
26       288. As a direct and proximate result of the enforcement of the DEIA rules and the  
27 portions of the Faculty Contract dealing with DEIA requirements, Plaintiffs will suffer irreparable

1 injury from the violation of their constitutional rights because they are overbroad and chill a  
2 substantial amount of protected speech.

3 289. Plaintiffs have no other adequate remedy by which to prevent or minimize the  
4 continuing irreparable harm to their rights under the First Amendment.

5 290. Plaintiffs are therefore entitled to preliminary and permanent injunctive relief to  
6 enjoin the District Defendants from enforcing the DEIA Rules and the portions of the Faculty  
7 Contract dealing with DEIA requirements.

8 291. Plaintiffs are also entitled to declaratory relief. An actual controversy has arisen  
9 and now exists between Plaintiffs and Defendants concerning their rights under the United States  
10 Constitution.

11 292. Plaintiffs desire a judicial determination of their First Amendment rights and legal  
12 relations against the District Defendants as they pertain to their right to speak in and outside the  
13 classroom without being subject to overbroad speech restrictions.

14 293. Without declaratory and injunctive relief from this Court, the District Defendants'  
15 unconstitutional actions will continue, and Plaintiffs will suffer irreparable harm indefinitely.

16  
17  
18 **NINTH CAUSE OF ACTION**  
19 **FACIAL FIRST AND FOURTEENTH AMENDMENT**  
20 **VAGUENESS CHALLENGE**  
21 **TO THE DEIA RULES**  
22 **(AGAINST THE STATE DEFENDANTS)**

23 294. Plaintiffs re-allege and incorporate by reference the preceding paragraphs in this  
24 Complaint.

25 295. A restriction on speech violates the First and Fourteenth Amendments if a person  
26 of ordinary intelligence cannot distinguish between permissible and prohibited conduct, and when  
27 there are insufficient standards to prevent arbitrary application. *Grayned v. City of Rockford*, 408  
28 U.S. 104, 108 (1972).

1           296. A restriction on speech is void for vagueness if it fails to give “the person of  
2 ordinary intelligence a reasonable opportunity to know what is prohibited.” *Id.* This is because  
3 “fair notice” is a “fundamental principle” of our legal system. *FCC v. Fox Television Stations,*  
4 *Inc.*, 567 U.S. 239, 253 (2012).

5           297. Vagueness is especially problematic in laws affecting speech due to the “obvious”  
6 potential for a “chilling effect on free speech.” *Reno v. ACLU*, 521 U.S. 844, 871–72 (1997).

7           298. The DEIA Rules are unconstitutionally vague because they infringe on Plaintiffs’  
8 First Amendment rights and provide inadequate notice of the conduct prohibited, giving  
9 professors no reasonable opportunity to know whether their instruction and pedagogy will satisfy  
10 the DEIA Rules’ arbitrary requirements.

11           299. Many terms in the DEIA Rules do not carry any reasonably objective plain  
12 meaning, are inherently vague, and may be interpreted differently by different audiences. A few  
13 examples illustrate the point: “reflect DEIA and anti-racist principles,” “a race-conscious and  
14 intersectional lens,” “an anti-racist and inclusive environment,” “colonized mindset,” “equity  
15 mindset,” collectivism perspective,” “individualist perspective” and “curricular trauma”.

16           300. Although the *Glossary* defines some of these terms, these definitions are  
17 frequently confusing, circular, or unclear and therefore fail to provide fair notice and adequate  
18 guidance to Plaintiffs. For instance, the *Glossary* defines “equity minded” as “being (1) race  
19 conscious, (2) institutionally focused, (3) evidence based, (4) systematically aware, and (5) action  
20 oriented.” But this definition just introduces several more highly ambiguous and subjective terms  
21 that do not provide fair notice and adequate guidance.

22           301. Plaintiffs have not received guidance from either the State or the District on the  
23 meaning of any of the terms used in the DEIA Rule or Faculty Contract.



1           302. A restriction on speech is also void for vagueness when it fails to provide “explicit  
2 standards” to prevent “arbitrary and discriminatory enforcement” by administrators. *Grayned*,  
3 408 U.S. at 108.

4           303. The DEIA Rules lack any standards to guide Defendants’ application and therefore  
5 invite arbitrary and discriminatory enforcement in determining whether a professor’s instruction  
6 and pedagogy satisfy the rule’s arbitrary requirements. They are therefore unconstitutional.  
7

8           304. The State Defendants are responsible for enforcing the DEIA Rules on California’s  
9 community college districts, including State Center.

10           305. As a direct and proximate result of the DEIA Rules and their enforcement on the  
11 districts, Plaintiffs will suffer irreparable injury from the violation of their constitutional rights.  
12

13           306. Plaintiffs are entitled to preliminary and permanent injunctive relief, including but  
14 not limited to, an order enjoining the Defendants from enforcing the DEIA Rules on State Center  
15 and the other community college districts.

16           307. Plaintiffs have no other adequate remedy by which to prevent or minimize the  
17 continuing irreparable harm to their rights under the First and Fourteenth Amendments.

18           308. Plaintiffs are also entitled to declaratory relief. An actual controversy has arisen  
19 and now exists between Plaintiffs and State Defendants concerning their rights under the United  
20 States Constitution.  
21

22           309. Plaintiffs desire a judicial determination of their First and Fourteenth Amendment  
23 rights and legal relations against State Defendants as they pertain to their right to speak in and  
24 outside the classroom without being subject to vague speech restrictions.

25           310. Without declaratory and injunctive relief from this Court, State Defendants’  
26 unconstitutional actions will continue, and Plaintiffs will suffer irreparable harm indefinitely.  
27

**TENTH CAUSE OF ACTION  
VAGUENESS CHALLENGE  
TO THE FACULTY CONTRACT  
(AGAINST THE DISTRICT DEFENDANTS)**

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4 311. Plaintiffs re-allege and incorporate by reference the preceding paragraphs in this  
5 Complaint.

6 312. The Faculty Contract imposes the DEIA Rules on State Center faculty and  
7 therefore enforcement of the DEIA Rules through the Faculty Contract is unconstitutional for the  
8 reasons stated in Claim IX. *See supra* ¶¶ 294-310.

9  
10 313. In addition to the terms already included in the DEIA Rules such as “(DEIA)  
11 related competencies” and “DEIA and anti-racist principles,” the Faculty Contract contains  
12 additional terms that do not have a reasonably objective plain meaning, such as “the  
13 intersectionality of social identities.”

14 314. The Faculty Contract provides no definitions for these terms and therefore does  
15 not provide fair notice as to what speech is prohibited and gives professors of ordinary  
16 intelligence no reasonable opportunity to know whether their instruction and pedagogy will  
17 satisfy the Faculty Contract’s arbitrary requirements.

18  
19 315. Additionally, the Faculty Contract provides no standards to guide the District  
20 Defendants’ application and enforcement of the Faculty Contract and therefore invites arbitrary  
21 and discriminatory enforcement by administrators tasked with determining whether a professor’s  
22 instruction and pedagogy satisfy the rule’s abstract and undefined requirements. It is therefore  
23 unconstitutional.

24  
25 316. The District Defendants are responsible for enforcing the DEIA Rules and the  
26 portions of the Faculty Contract dealing with DEIA requirements against Plaintiffs and other  
27 State Center faculty.

1 317. As a direct and proximate result of the enforcement of the DEIA rules and the  
2 portions of the Faculty Contract dealing with DEIA requirements, Plaintiffs will suffer irreparable  
3 injury from the violation of their constitutional rights

4 318. Plaintiffs have no other adequate remedy by which to prevent or minimize the  
5 continuing irreparable harm to their rights under the First and Fourteenth Amendment.

6 319. Plaintiffs are therefore entitled to preliminary and permanent injunctive relief to  
7 enjoin the District Defendants from enforcing the DEIA Rules and the portions of the Faculty  
8 Contract dealing with DEIA requirements.

9 320. Plaintiffs are also entitled to declaratory relief. An actual controversy has arisen  
10 and now exists between Plaintiffs and Defendants concerning their rights under the United States  
11 Constitution.

12 321. Plaintiffs desire a judicial determination of their First and Fourteenth Amendment  
13 rights and legal relations against the District Defendants as they pertain to their right to speak in  
14 and outside the classroom without being subject to vague speech restrictions.

15 322. Without declaratory and injunctive relief from this Court, the District Defendants'  
16 unconstitutional actions will continue, and Plaintiffs will suffer irreparable harm indefinitely.

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19  
20 **PRAYER FOR RELIEF**

21 Plaintiffs respectfully request that this Court provide the following relief:

- 22 (a) Declare that the provisions of Title 5 of the California Code of Regulations added or amended  
23 by the DEIA Rules are facially unconstitutional under the First and Fourteenth Amendments;  
24 (b) Declare that the provisions of the Faculty Contract implementing the DEIA Rules are facially  
25 unconstitutional under the First and Fourteenth Amendments;  
26

- 1 (c) Preliminarily and permanently enjoin the State Defendants their employees, agents, and
- 2 successors in office from enforcing the DEIA Rules against Plaintiffs, other community
- 3 college faculty, or the community college districts;
- 4
- 5 (d) Preliminarily and permanently enjoin the District Defendants their employees, agents, and
- 6 successors in office from enforcing the DEIA Rules through the faculty collective bargaining
- 7 agreement against Plaintiffs or other State Center faculty;
- 8
- 9 (e) Award Plaintiffs costs and reasonable attorneys’ fees pursuant to 42 U.S.C. § 1988; and
- 10
- 11 (f) Grant such other relief as this Court deems just and appropriate.

12 Dated: August 17, 2023

13

14 Respectfully submitted,

15 /s/ Daniel M. Ortner

16 DANIEL M. ORTNER (California State Bar No. 329866)

17 daniel.ortner@thefire.org

18 FOUNDATION FOR INDIVIDUAL RIGHTS AND EXPRESSION

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20 Philadelphia, PA 19106

21 Telephone: (215) 717-3473

22 *Counsel for Plaintiffs*

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**VERIFICATION OF COMPLAINT**

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Pursuant to 28 U.S.C. § 1746, I, LOREN PALSGAARD, declare as follows:

1. I am a Plaintiff in the present case and a citizen of the United States of America and California.

2. I have read the foregoing complaint for declaratory and injunctive relief.

3. I have personal knowledge of the factual allegations in paragraphs 5, 8, 9-13, 15, 20, 24-25, 58-75, 76-97, 115-124, 174-180 of the Verified Complaint and know them to be true.

4. I verify under penalty of perjury that the foregoing is true and correct.

Executed this 17 day of August, 2023.

  
Loren Palsgaard, Plaintiff

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**VERIFICATION OF COMPLAINT**

Pursuant to 28 U.S.C. § 1746, I, JAMES DRULEY, declare as follows:

1. I am a Plaintiff in the present case and a citizen of the United States of America and California.
2. I have read the foregoing complaint for declaratory and injunctive relief.
3. I have personal knowledge of the factual allegations in paragraphs 5, 8, 9-13, 15, 20, 24-25, 58-75, 76-114, 174-180 of the Verified Complaint and know them to be true.
4. I verify under penalty of perjury that the foregoing is true and correct.

Executed this 17 day of August, 2023.

  
James Druley, Plaintiff

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**VERIFICATION OF COMPLAINT**

Pursuant to 28 U.S.C. § 1746, I, MICHAEL STANNARD, declare as follows:

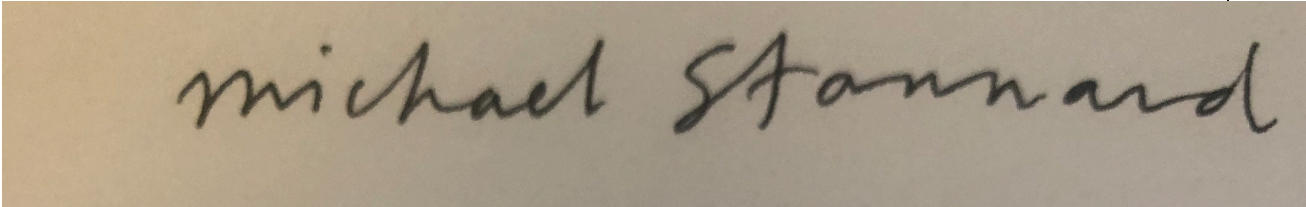
1. I am a Plaintiff in the present case and a citizen of the United States of America and California.

2. I have read the foregoing complaint for declaratory and injunctive relief.

3. I have personal knowledge of the factual allegations in paragraphs 5, 8, 9-13, 15, 20, 24, 27, 58-75, 76-97, 125-138, 174-180 of the Verified Complaint and know them to be true. 4. I verify under penalty of perjury that the foregoing is true and correct.

Executed this 16th day of August, 2023.

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Michael Stannard, Plaintiff

A rectangular area containing a handwritten signature in dark ink on a light-colored background. The signature reads "Michael Stannard" in a cursive script.

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**VERIFICATION OF COMPLAINT**

Pursuant to 28 U.S.C. § 1746, I, DAVID RICHARDSON, declare as follows:

1. I am a Plaintiff in the present case and a citizen of the United States of America and California.

2. I have read the foregoing complaint for declaratory and injunctive relief.

3. I have personal knowledge of the factual allegations in paragraphs 5, 8, 9-13, 15, 20, 24, 28, 58-75, 76-97, 139-149, 174-180 of the Verified Complaint and know them to be true. 4. I verify under penalty of perjury that the foregoing is true and correct.

Executed this 15 day of August, 2023.



David Richardson, Plaintiff



**VERIFICATION OF COMPLAINT**

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Pursuant to 28 U.S.C. § 1746, I, BILL BLANKEN, declare as follows:

1. I am a Plaintiff in the present case and a citizen of the United States of America and California.
2. I have read the foregoing complaint for declaratory and injunctive relief.
3. I have personal knowledge of the factual allegations in paragraphs 5, 8, 9-12, 14-15, 20, 24, 29, 58-75, 76-97, 150-160, 174-180 of the Verified Complaint and know them to be true.
4. I verify under penalty of perjury that the foregoing is true and correct.

Executed this 16<sup>th</sup> day of August, 2023.



Bill Blanken, Plaintiff

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**VERIFICATION OF COMPLAINT**

Pursuant to 28 U.S.C. § 1746, I, LINDA DE MORALES, declare as follows:

1. I am a Plaintiff in the present case and a citizen of the United States of America and California.

2. I have read the foregoing complaint for declaratory and injunctive relief.

3. I have personal knowledge of the factual allegations in paragraphs 5, 8, 9-12, 14-15, 20, 24, 29, 58-75, 76-97, 161-173, 174-180 of the Verified Complaint and know them to be true.

4. I verify under penalty of perjury that the foregoing is true and correct.

Executed this 16 day of August, 2023.



Linda de Morales, Plaintiff

*Palsgaard, et al. v. Christian, et al.*

**Exhibit A**  
**to Verified Complaint**  
**for Declaratory and**  
**Injunctive Relief**

**NOTICE PUBLICATION/REGULATIONS SUBMISSION**

(See instructions on reverse)

For use by Secretary of State only

STD. 400 (REV. 10/2019)

OAL FILE NUMBERS	NOTICE FILE NUMBER	REGULATORY ACTION NUMBER	EMERGENCY NUMBER
	Z-	2023-0317-02P	

For use by Office of Administrative Law (OAL) only

**ENDORSED - FILED**  
In the office of the Secretary of State  
of the State of California

**MAR 17, 2023**

2:25 PM

OFFICE OF ADMIN. LAW  
2023 MAR 17 PM 2:59

NOTICE	REGULATIONS
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AGENCY WITH RULEMAKING AUTHORITY  
Board of Governors of the California Community Colleges

AGENCY FILE NUMBER (If any)

**A. PUBLICATION OF NOTICE (Complete for publication in Notice Register)**

1. SUBJECT OF NOTICE N/A	TITLE(S) N/A	FIRST SECTION AFFECTED N/A	2. REQUESTED PUBLICATION DATE N/A
3. NOTICE TYPE <input type="checkbox"/> Notice re Proposed Regulatory Action <input type="checkbox"/> Other	4. AGENCY CONTACT PERSON N/A	TELEPHONE NUMBER N/A	FAX NUMBER (Optional) N/A
<b>OAL USE ONLY</b>	ACTION ON PROPOSED NOTICE <input type="checkbox"/> Approved as Submitted <input type="checkbox"/> Approved as Modified <input type="checkbox"/> Disapproved/Withdrawn	NOTICE REGISTER NUMBER	PUBLICATION DATE

**B. SUBMISSION OF REGULATIONS (Complete when submitting regulations)**

1a. SUBJECT OF REGULATION(S) DEIA Evaluation and Tenure Review of District Employees	1b. ALL PREVIOUS RELATED OAL REGULATORY ACTION NUMBER(S)
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2. SPECIFY CALIFORNIA CODE OF REGULATIONS TITLE(S) AND SECTION(S) (Including title 26, if toxics related)
SECTION(S) AFFECTED (List all section number(s) individually. Attach additional sheet if needed.)
ADOPT 52510, 53425, 53601, 53602, 53605
AMEND 53400, 53401, 53403
TITLE(S) 5
REPEAL 53402

3. TYPE OF FILING			
<input type="checkbox"/> Regular Rulemaking (Gov. Code §11346) <input type="checkbox"/> Resubmittal of disapproved or withdrawn nonemergency filing (Gov. Code §§11349.3, 11349.4) <input type="checkbox"/> Emergency (Gov. Code, §11346.1(b))	<input type="checkbox"/> Certificate of Compliance: The agency officer named below certifies that this agency complied with the provisions of Gov. Code §§11346.2-11347.3 either before the emergency regulation was adopted or within the time period required by statute. <input type="checkbox"/> Resubmittal of disapproved or withdrawn emergency filing (Gov. Code, §11346.1)	<input type="checkbox"/> Emergency Readopt (Gov. Code, §11346.1(h)) <input type="checkbox"/> File & Print <input checked="" type="checkbox"/> Other (Specify) Authority-Ed Code Section 70901.5	<input type="checkbox"/> Changes Without Regulatory Effect (Cal. Code Regs., title 1, §100) <input checked="" type="checkbox"/> Print Only

4. ALL BEGINNING AND ENDING DATES OF AVAILABILITY OF MODIFIED REGULATIONS AND/OR MATERIAL ADDED TO THE RULEMAKING FILE (Cal. Code Regs. title 1, §44 and Gov. Code §11347.1)

5. EFFECTIVE DATE OF CHANGES (Gov. Code, §§ 11343.4, 11346.1(d), Cal. Code Regs., title 1, §100)
<input type="checkbox"/> Effective January 1, April 1, July 1, or October 1 (Gov. Code §11343.4(a)) <input type="checkbox"/> Effective on filing with Secretary of State <input type="checkbox"/> §100 Changes Without Regulatory Effect <input checked="" type="checkbox"/> Effective other (Specify) 30 days after filed w/Secretary of State

6. CHECK IF THESE REGULATIONS REQUIRE NOTICE TO, OR REVIEW, CONSULTATION, APPROVAL OR CONCURRENCE BY, ANOTHER AGENCY OR ENTITY
<input checked="" type="checkbox"/> Department of Finance (Form STD. 399) (SAM §6660) <input type="checkbox"/> Fair Political Practices Commission <input type="checkbox"/> State Fire Marshal <input type="checkbox"/> Other (Specify)

7. CONTACT PERSON Tanya Bosch - Regulation Coordinator	TELEPHONE NUMBER (916) 445-4826	FAX NUMBER (Optional)	E-MAIL ADDRESS (Optional)
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8. I certify that the attached copy of the regulation(s) is a true and correct copy of the regulation(s) identified on this form, that the information specified on this form is true and correct, and that I am the head of the agency taking this action, or a designee of the head of the agency, and am authorized to make this certification.

For use by Office of Administrative Law (OAL) only

SIGNATURE OF AGENCY HEAD OR DESIGNEE 	DATE 3-16-2023
TYPED NAME AND TITLE OF SIGNATORY Fermin Villegas, Deputy Counsel	

## **Final Regulatory Text: Amending Title 5 of the California Code of Regulations, to Include Diversity, Equity, Inclusion, and Accessibility Standards in the Evaluation and Tenure Review of District Employees**

### **A NEW SUBCHAPTER 1, OF CHAPTER 4, OF DIVISION 6, OF TITLE 5, OF THE CALIFORNIA CODE OF REGULATIONS IS ADDED TO READ:**

#### Subchapter 1. Definitions

##### § 52510. Definitions.

The following definitions shall apply to this chapter.

(a) “Academic employee” refers to any employee categorized as an educational administrator or faculty member pursuant to section 53402.

(b) “Accessibility” means a person with a disability is afforded the opportunity to acquire the same information, engage in the same interactions, and enjoy the same services as a person without a disability in an equally effective and equally integrated manner, with substantially equivalent ease of use. The person with a disability must be able to obtain the information as fully, equally and independently as a person without a disability. Although this might not result in identical ease of use compared to that of persons without disabilities, it still must ensure equal opportunity to the educational benefits and opportunities afforded by the technology and equal treatment in the use of such technology.

(c) “Administrator” means a person who is employed in a position designated by the governing board of the district as having direct responsibility for supervising the operation of, or formulating policy regarding, the administration of non-academic functions of a college or district.

(d) “Anti-Racism” and “anti-racist” refers to policies and actions that lead to racial equity.

(e) “Classified administrator” means any person employed by the governing board of a district in a supervisory or management position as defined in Article 5 (commencing with Section 3540) of Chapter 10.7 of Division 4 of Title 1 of the Government Code.

(f) “Competencies” refer to skills, knowledge, abilities, and behaviors all employees must demonstrate and utilize in interactions with students and colleagues, and the performance of their job duties.

(g) “Criteria” refer to the elements used in employee evaluation and tenure review processes to measure performance.

(h) “Cultural Competency” refers to the practice of acquiring and utilizing knowledge of the intersectionality of social identities and the multiple axes of oppression that people from

different racial, ethnic, and other minoritized groups face. The development of cultural competency is a dynamic, on-going process that requires a long-term commitment to learning. In the context of education, cultural competency includes the ability to teach students from cultures other than one's own successfully. It entails developing interpersonal awareness and sensitivities, developing cultural knowledge, and mastering a set of skills for effective cross-cultural teaching.

(i) "DEIA" is an acronym for the terms "diversity, equity, inclusion, and accessibility."

(j) "Diverse" and "diversity" refers to the myriad of ways in which people differ, including the psychological, physical, cognitive, and social differences that occur among all individuals, based on race, sex, ethnicity, nationality, socioeconomic status, religion, economic class, education, age, gender, sexual orientation, marital status, and mental and physical ability.

(k) "Educational administrator" means an administrator who is employed in an academic position designated by the governing board of the district as having direct responsibility for supervising the operation of or formulating policy regarding the instructional or student services program of the college or district. Educational administrators include, but are not limited to, chancellors, presidents, and other supervisory or management employees designated by the governing board as educational administrators.

(l) "Evaluation" refers to a tool to provide and receive constructive feedback to promote professional growth and development.

(m) "Faculty" or "faculty member" means those employees of a district who are employed in academic positions and who are not designated as supervisory or management for the purposes of Article 5 (commencing with Section 3540) of Chapter 10.7 of Division 4 of Title 1 of the Government Cod. Faculty include, but are not limited to, instructors, librarians, counselors, community college health service professionals, disabled student programs and services professionals, extended opportunity programs and services professionals, and individuals employed to perform a service that, before July 1, 1990, required nonsupervisory, nonmanagement community college certification qualifications.

(n) "Inclusion" refers to bringing traditionally excluded individuals or groups into processes, activities, and decision and policy making in a way that shares power.

(o) "Minoritize" refers to the subordination of a person or group's status to a more dominant group or its members based on social identities such as race or ethnicity.

(p) "Non-academic employee" means any employee categorized as a classified administrator or staff member.

(q) "Staff" or "staff member" means those employees of a district who are not encompassed within the definitions in subdivisions (a), (c), (e), (k), or (m), whether or not they are part of the classified service as defined in sections 88003 or 88076 of the Education Code.



Note: Authority cited: Sections 66700, 70901 and 87001, Education Code. Reference: Sections 87001, 87002, 87003, 88003 and 88076, Education Code.

**SUBCHAPTER 1, OF CHAPTER 4, OF DIVISION 6, OF TITLE 5, OF THE CALIFORNIA CODE OF REGULATIONS IS RENUMBERED AS SUBCHAPTER 2.**

Subchapter ~~1~~2. Equal Employment Opportunity Programs

**SUBCHAPTER 2, OF CHAPTER 4, OF DIVISION 6, OF TITLE 5, OF THE CALIFORNIA CODE OF REGULATIONS IS RENUMBERED AS SUBCHAPTER 3.**

Subchapter ~~2~~3. Certificated Positions

**SUBCHAPTER 3, OF CHAPTER 4, OF DIVISION 6, OF TITLE 5, OF THE CALIFORNIA CODE OF REGULATIONS IS RENUMBERED AS SUBCHAPTER 4.**

Subchapter ~~3~~4. Full-Time and Part-Time Faculty

**SUBCHAPTER 4, OF CHAPTER 4, OF DIVISION 6, OF TITLE 5, OF THE CALIFORNIA CODE OF REGULATIONS IS RENUMBERED AS SUBCHAPTER 5, AND AMENDED AS FOLLOWS:**

Subchapter ~~4~~5. Minimum Qualifications

**Section 53400 of article 1 of renumbered subchapter 4 of chapter 4 of division 6 of title 5 of the California Code of Regulations is amended to read:**

§ 53400. Scope.

This subchapter implements provisions of the Education Code that govern the minimum qualifications for employment in a community college district as an administrator, a faculty member, or a member of the classified staff. This Subchapter implements and should be read in conjunction with the requirements of Education Code Sections 87001, 87002, 87003, 87356 and 87359 concerning minimum qualifications for community college faculty and administrators. The provisions of this subchapter are effective July 1, 1990.

Note: Authority cited: Sections 66700, 70901, 87001, 87626, 87356 and 87359, Education Code. Reference: Sections 87001, 87002, 87003, 87356, ~~and 87359, 88003 and 88076,~~ Education Code.

**Section 53401 of article 1 of renumbered subchapter 4 of chapter 4 of division 6 of title 5 of the California Code of Regulations is amended to read:**

§ 53401. Applicability to Community Services and Contract Classes.

~~Community service classes, and or contract classes which do not award college credit and are not supported by state apportionment that are not credit or non-credit offerings are not subject to exempt from the provisions of this Subchapter, chapter, except those provisions related to the advancement of diversity, equity, inclusion, and accessibility principles. Contract classes which award college credit are subject to this Subchapter, even if they are not supported by state apportionment.~~

Note: Authority cited: Sections 70901~~(b)(1)(B)~~ and 87356, Education Code. Reference: Sections 70901~~(b)(1)(B)~~, 78020, through 78021, 78022, 78023 and 78300, Education Code.

**Section 53402 of article 1 of renumbered subchapter 4 of chapter 4 of division 6 of title 5 of the California Code of Regulations is repealed:**

~~§ 53402. Definitions.~~

~~(a) "Administrator" means any person employed by the governing board of a district in a supervisory or management position as defined in Article 5 (commencing with Section 3540) of Chapter 10.7 of Division 4 of Title 1 of the Government Code.~~

~~(b) "Educational administrator" means an administrator who is employed in an academic position designated by the governing board of the district as having direct responsibility for supervising the operation of or formulating policy regarding the instructional or student services program of the college or district. Educational administrators include, but are not limited to, chancellors, presidents, and other supervisory or management employees designated by the governing board as educational administrators.~~

~~(c) "Faculty" or "faculty member" means those employees of a district who are employed in academic positions and who are not designated as supervisory or management for the purposes of Article 5 (commencing with Section 3540) of Chapter 10.7 of Division 4 of Title 1 of the Government Code and for which minimum qualifications for service are specified in Section 53410-53414 or other provisions of this division. Faculty include, but are not limited to, instructors, librarians, counselors, community college health service professionals, disabled student programs and services professionals, extended opportunity programs and services professionals, and individuals employed to perform a service that, before July 1, 1990, required nonsupervisory, nonmanagement community college certification qualifications.~~

Note: Authority cited: Sections 66700, 70901 and 87001, Education Code. Reference: Sections 87001, 87002 and 87003, Education Code.

**Section 53403 of article 1 of renumbered subchapter 4 of chapter 4 of division 6 of title 5 of the California Code of Regulations is amended to read:**

§ 53403. Applicability of Amendments.



Notwithstanding changes that may be made to the minimum qualifications established in this division, or to the implementing discipline lists adopted by the Board of Governors, the governing board of a community college district may continue to employ a person to teach in a discipline or render a service subject to minimum qualifications, if he or she, at the time of initial hire by the district, was qualified to teach in that discipline or render that service under the minimum qualifications or disciplines lists then in effect. Notwithstanding changes that may be made to the minimum qualifications established in this division, or to the implementing discipline lists adopted by the Board of Governors, the governing board of a community college district may continue to employ a person to teach in a discipline or render a service subject to minimum qualifications, if at the time of initial hire by the district, they were qualified to teach in that discipline or render that service under the minimum qualifications or disciplines lists then in effect.

Note: Authority cited: Sections 70901~~(b)(1)(B)~~ and 87356, Education Code. Reference: Sections 70901~~(b)(1)(B)~~ and 87356, Education Code.

**Section 53425 of article 2 of renumbered subchapter 4 of chapter 4 of division 6 of title 5 of the California Code of Regulations is adopted to read:**

§ 53425. Ability to Work with Diverse Individuals and Communities.

In addition to the category-specific qualifications required by this chapter, all district employees shall demonstrate the ability to work with and serve individuals within a diverse community college campus environment as required by local policies regarding DEIA competencies.

Note: Authority cited: Sections 66030, 66050, 66051, 66052, 66053, 66700, 70901, 87356, 87360, 87626, 88003 and 88076, Education Code. Reference: Section 70901, Education Code.

**SUBCHAPTER 5, OF CHAPTER 4, OF DIVISION 6, OF TITLE 5, OF THE CALIFORNIA CODE OF REGULATIONS IS RENUMBERED AS SUBCHAPTER 6.**

Subchapter ~~5~~6. Faculty Internship Programs

**A NEW SUBCHAPTER 7, OF CHAPTER 4, OF DIVISION 6, OF TITLE 5, OF THE CALIFORNIA CODE OF REGULATIONS IS ADDED TO READ:**

Subchapter 7. DEIA Competencies and Criteria

§ 53601. Chancellor's Publication of DEIA Competencies and Criteria.

(a) The Chancellor shall adopt and publish guidance describing DEIA competencies and criteria in collaboration with system stakeholder groups. The DEIA guidance shall be

maintained to include current and emerging evidence-based practices developed within the California Community Colleges, or described in DEIA-related scholarship.

(b) The DEIA competencies and criteria identified by the Chancellor shall be used as a reference for locally developed minimum standards in community college district performance evaluations of employees and faculty tenure reviews.

Note: Authority cited: Sections 66030, 66050, 66051, 66052, 66053, 66700, 70901, 87356, 87360, 87626, 88003 and 88076, Education Code. Reference: Section 70901, Education Code.

§ 53602. Advancing Diversity, Equity, Inclusion, and Accessibility in Evaluation and Tenure Review Processes.

(a) District governing boards shall adopt policies for the evaluation of employee performance, including tenure reviews, that requires demonstrated, or progress toward, proficiency in the locally-developed DEIA competencies or those published by the Chancellor pursuant to section 53601.

(b) The evaluation of district employees must include consideration of an employee's demonstrated, or progress toward, proficiency in diversity, equity, inclusion, and accessibility DEIA-related competencies that enable work with diverse communities, as required by section 53425. District employees must have or establish proficiency in DEIA-related performance to teach, work, or lead within California community colleges.

(c) To advance DEIA principles in community college employment, districts shall:

- (1) include DEIA competencies and criteria as a minimum standard for evaluating the performance of all employees;
- (2) ensure that evaluators have a consistent understanding of how to evaluate employees on DEIA competencies and criteria;
- (3) set clear expectations regarding employee performance related to DEIA principles, appropriately tailored to the employee's classification;
- (4) place significant emphasis on DEIA competencies in employee evaluation and tenure review processes to support employee growth, development, and career advancement;
- (5) ensure professional development opportunities support employee development of DEIA competencies that contribute to an inclusive campus and classroom culture and equitable student outcomes;
- (6) ensure an evaluation process that provides employees an opportunity to demonstrate their understanding of DEIA and anti-racist competencies.
- (7) include proposed or active implementation goals to integrate DEIA principles as a part of the district's Equal Employment Opportunity Plan required by section 53003.

Note: Authority cited: Sections 66030, 66050, 66051, 66052, 66053, 66700, 70901, 87356, 87360, 87626, 88003 and 88076, Education Code. Reference: Section 70901, Education Code.

§ 53605. Classification-Specific DEIA Obligations.

(a) Faculty members shall employ teaching, learning, and professional practices that reflect DEIA and anti-racist principles, and in particular, respect for, and acknowledgement, of the diverse backgrounds of students and colleagues to improve equitable student outcomes and course completion.

(b) Educational and other Administrators shall include DEIA and anti-racist principles into existing policies and practices, funding allocations, decision-making, planning, and program review processes. These processes shall take into account the experience and performance of students and colleagues of diverse backgrounds, and work to close equity gaps in student outcomes and hiring.

(c) Staff members shall promote and incorporate culturally affirming DEIA and anti-racist principles to nurture and create a respectful, inclusive, and equitable learning and work environment. In conducting their duties, staff members shall respect and acknowledge the diversity of students and colleagues.

Note: Authority cited: Sections 66030, 66050, 66051, 66052, 66053, 66700, 70901, 87356, 87360, 87626, 88003 and 88076, Education Code. Reference: Section 70901, Education Code.

*Palsgaard, et al. v. Christian, et al.*

**Exhibit B**  
**to Verified Complaint**  
**for Declaratory and**  
**Injunctive Relief**

## **Diversity, Equity and Inclusion Competencies and Criteria Recommendations**

### **BACKGROUND**

An educational excellence ecosystem requires an equity-centered teaching and learning system to support and remove barriers to student experiences and success. An important component of transforming our system's culture and establishing educational excellence, includes addressing employee evaluations and tenure review processes. Therefore, in collaboration with the Diversity, Equity and Inclusion (DEI) Implementation Workgroup, the Chancellor's Office has been working to implement the [DEI Integration Plan](https://www.cccco.edu/-/media/CCCO-Website/Files/Communications/vision-for-success/5-dei-integration-plan.pdf?la=en&hash=2402789D82435E8C3E70D3E9E3A8F30F5AB13F1D) (<https://www.cccco.edu/-/media/CCCO-Website/Files/Communications/vision-for-success/5-dei-integration-plan.pdf?la=en&hash=2402789D82435E8C3E70D3E9E3A8F30F5AB13F1D>), create a culture change, and establish the conditions for educational excellence. The DEI Plan includes recommendations for embedding DEI competencies and criteria into the employee evaluation and tenure review processes. These recommendations are also in alignment with the [Vision for Success](https://www.cccco.edu/About-Us/Vision-for-Success) (<https://www.cccco.edu/About-Us/Vision-for-Success>) and the [Governor's Recovery with Equity Roadmap](https://postsecondarycouncil.ca.gov/wp-content/uploads/sites/18/2021/03/Recovery-with-Equity_2021Mar25-12pm.pdf) ([https://postsecondarycouncil.ca.gov/wp-content/uploads/sites/18/2021/03/Recovery-with-Equity\\_2021Mar25-12pm.pdf](https://postsecondarycouncil.ca.gov/wp-content/uploads/sites/18/2021/03/Recovery-with-Equity_2021Mar25-12pm.pdf)) that calls out the incorporation of "equity-centered practices into teaching and learning, grading, annual evaluations, and faculty review/tenure processes."

Over the last six months, a subgroup of the DEI Implementation Workgroup tasked with developing DEI competencies and criteria for employee evaluations and tenure review processes, developed a competency framework that is developmental in nature to support the continuous growth of all employees to become more aware and active in diversity and equity efforts. The subgroup engaged in learning sessions, including presentations from the Faculty Association of California Community Colleges and Los Rios Community College District, reviewed DEI competencies and criteria from other higher education institutions, and participated in activities to draft a set of sample DEI competencies and criteria.

The subgroup met on multiple occasions to finalize the set of DEI competencies and criteria that are listed in this document. However, the subgroup acknowledges that this sample set of DEI competencies and criteria is not exhaustive nor truly "final," as it may be updated with further engagement, learning, and dialogue to ensure the continuous improvement of the evaluation and tenure review processes to support student success. However, this sample is a starting point, and it is meant to serve as a reference for districts/colleges as they engage in their own local process to develop and adopt a personalized set of DEI competencies and criteria for their employee evaluation and tenure review processes. Districts/colleges are strongly recommended to use these DEI competencies and criteria as a baseline to develop DEI competencies and criteria that strengthen the integration of equity-centered practices in local employee evaluation and tenure review.

The districts'/colleges' local process for embedding DEI competencies and criteria may include, but is not limited to, conducting a review of existing local evaluation and tenure practices, engaging with stakeholders, and implementing local processes that incorporate DEI competencies and criteria and assessment. To support these local efforts, the Chancellor's Office is committed to creating enabling conditions to assist with the local implementation of DEI competencies and criteria by:

- encouraging diversity focused criteria in employee evaluations and tenure review,
- updating regulations as it relates to evaluation and professional development, and
- revising the EEO Plan Template to establish accountability in the tenure review and evaluations processes.

## **DIVERSITY, EQUITY AND INCLUSION COMPETENCIES AND CRITERIA**

The DEI competencies provided in this document are meant to define the skills, knowledge, and behaviors that all California Community College (CCC) employees must demonstrate to work, teach, and lead in a diverse environment that celebrates and is inclusive of diversity (See Table 1). During the evaluation and tenure review process, employees will be able to demonstrate they have met the DEI competencies using concrete examples based on DEI criteria provided in this document (See Table 2).

As aforementioned, the subgroup participated in activities to develop the DEI competencies and criteria. In partnership with the Chancellor's Office, the Success Center analyzed and categorized the subgroup's responses from activities using thematic coding. Responses that shared a common theme were grouped together under an overarching thematic code, and a description was created for each thematic code. In addition, each competency and criteria was assessed as to whether it applies to faculty, staff (including administrators), or both employee types. The most common themes that emerged for DEI Competencies were Cultural Competency, Self-reflection, and Self-Improvement. The most common themes that emerged for DEI Criteria are Service, Self-assessment, and DEI Environment.

## **Diversity, Equity and Inclusion Competencies Themes**

### **Cultural Competency**

Theme applies to both faculty and staff.

### **Recommended Description**

- Acknowledges that cultural and social identities are diverse, fluid, and intersectional.
- Demonstrates an ongoing awareness and recognition of racial, social, and cultural identities with fluency regarding their relevance in creating structures of oppression and marginalization.
- Demonstrates an understanding of the lived experiences of culturally diverse students, employees, and communities in the District and uses that understanding to contribute to student success, equity, and inclusion.

- Seeks DEI and anti-racist perspectives and applies knowledge to problem solving, policies, and processes to create respectful, DEI-affirming environments (e.g., campus and classroom environments that are inclusive, promotes equity, and affirms diversity).

### **Self-reflection**

Theme applies to both faculty and staff.

### **Recommended Description**

- Engages in self-assessment of one's own commitment to DEI and internal biases, and seeks opportunities for growth to acknowledge and address the harm caused by internal biases and behavior.

### **Self-improvement**

Theme applies to both faculty and staff.

### **Recommended Description**

- Demonstrates a commitment to continuous improvement as it relates to one's DEI and anti-racism knowledge, skills, and behaviors to mitigate any harm caused (whether intentional or not) to minoritized communities.

### **Diversity, Equity and Inclusion Pedagogy & Curriculum**

Theme applies to faculty.

### **Recommended Description**

- Promotes and incorporates DEI and anti-racist pedagogy.
- Accommodates for diverse learning styles and utilizes holistic assessment methods.
- Participates in training to incorporate culturally affirming pedagogy.

### **Data**

Theme applies to both faculty and staff.

### **Recommended Description**

- Uses data to uncover inequitable outcomes measured through equity-mindedness that calls out racialized patterns in the data, policies, and practices to inform strategies to improve equitable student outcomes and success.

### **Diversity, Equity and Inclusion & Mission**

Theme applies to both faculty and staff.

### **Recommended Description**

- Articulates the importance and impact of DEI and anti-racism as part of the institution's greater mission.

## Diversity, Equity and Inclusion Criteria Themes

### **Service (e.g., service to the institution or community, or professional service)**

Theme applies to both faculty and staff.

#### **Recommended Description**

- Advocates for and advances DEI and anti-racist goals and initiatives.
- Leads DEI and anti-racist efforts by participating in DEI groups, committees, or community activities that promote systemic and cultural change to close equity gaps and support minoritized groups.
- Contributes to student life on campus and supports diverse students beyond the classroom.
- Includes a DEI and race-conscious pedagogy and/or curriculum in campus activities for students, faculty, and/or staff.
- Understands and applies asset-based student-centered practices and activities that recognize students' lived experiences, strengths, and capabilities and empowers students to take ownership of their learning experience (e.g., Competency Based Education, Credit for Prior Learning, etc.).
- Commits to the success of minoritized students by providing specific opportunities to access educational pathways and opportunities for academic and career success (including academic and non-academic advising, mentorship).
- Develops and implements student programs and activities that incorporate a race-conscious and intersectional lens and equips students to engage with the world as scholars and citizens.
- Creates an inclusive learning and working environment by valuing differences among colleagues and students and recognizing the ideological disproportionate impacts on historically minoritized racial groups.
- Contributes to DEI and anti-racism research and scholarship.

### **Self-assessment**

Theme applies to both faculty and staff.

#### **Recommended Description**

- Participates in a continuous cycle of self-assessment of one's growth and commitment to DEI and acknowledgement of any internalized personal biases and racial superiority or inferiority.
- Demonstrates the implementation of DEI and anti-racism practices in teaching and/or service in the evaluation process.
- Assesses student outcomes and progress to close equity gaps as outlined in the *Vision for Success*.



## **Diversity, Equity and Inclusion Environment**

Theme applies to both faculty and staff.

### **Recommended Description**

- Promotes and contributes to a diverse, inclusive, and anti-racist environment for students, colleagues, and community members.

## **Pedagogy/Curriculum**

Theme applies to faculty.

### **Recommended Description**

- Develops and implements a pedagogy and/or curriculum that promotes a race-conscious and intersectional lens and equips students to engage with the world as scholars and citizens.
- Develops and implements a pedagogy that promotes equitable access.
- Develops and implements a pedagogy that fosters an anti-racist and inclusive environment for minoritized students.
- Demonstrates an ability to teach culturally affirming pedagogy.

## **Professional Development**

Theme applies to both faculty and staff.

### **Recommended Description**

- Commits to a continuous cycle of self-growth and progress by participating in DEI professional development and learning opportunities.
- Provides professional development and learning opportunities for students, faculty, and staff to participate in and advance DEI and anti-racist strategies.

## **Connected to Mission**

Theme applies to both faculty and staff.

### **Recommended Description**

- Articulates the connection of DEI and anti-racist efforts to the institution's mission and the *Vision for Success*.

## **Employee Interactions**

Theme applies to both faculty and staff.

### **Recommended Description**

- Recruits, hires, and retains diverse faculty and staff from minoritized communities and diverse backgrounds, especially those adversely impacted.

- Introduces new employees to the institution and system's focus on DEI and anti-racism and the expectations for their contribution.
- Promotes and contributes to a respectful, diverse, and equitable campus and work environment.
- Respects and acknowledges the diverse cultural and ethnic backgrounds of colleagues.
- Engages in supportive behaviors and attitudes to foster a positive and inclusive campus and work environment.
- Demonstrates the ability and willingness to communicate effectively with people of diverse backgrounds and experiences to create a collaborative community.
- Considers and includes diverse perspectives and opinions.
- Shows respect, compassion, and empathy for others.

*Palsgaard, et al. v. Christian, et al.*

**Exhibit C**  
**to Verified Complaint**  
**for Declaratory and**  
**Injunctive Relief**



California  
Community  
Colleges

MEMORANDUM

May 5, 2023

**TO:** Chief Executive Officers  
Chief Human Resources Officers  
Chief Student Service Officers  
Chief Instructional Officers  
Academic Senate Presidents

**FROM:** Abdimalik Buul, Ed.D, Visiting Executive of Educational Excellence and  
Equal Employment Opportunity Program

**RE:** Guidance on Implementation of DEIA Evaluation and Tenure Review Regulations

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The California Community Colleges Board of Governors (Board of Governors) has determined that community college employees should develop the professional skills, knowledge, and behaviors necessary to provide our diverse student population with the welcoming and inclusive campus environments that are necessary to student success and more equitable outcomes through the reduction of achievement gaps. This guidance is intended to assist community colleges in achieving these objectives.

## Summary

Adopted by the Board of Governors in September 2019, the [Diversity Equity and Inclusion Integration Plan](#) called for the Chancellor's Office and the Diversity, Equity, Inclusion, and Accessibility (DEIA) Implementation Workgroup to establish the enabling conditions for local districts and colleges to embed DEIA competencies and criteria for all California Community College (CCC) employees through employee evaluation and tenure review processes. On May 23, 2022, the Board of Governors took action to establish a DEIA competency and criteria framework that can serve as a minimum standard for evaluating all California Community College employees 2) by adopting regulations to enable colleges and districts to discuss and adopt the minimum skills, abilities, and knowledge, employees must possess or would need to acquire to teach, work, and lead at California Community Colleges.

The regulations were given final approval by the Department of Finance on March 17, 2023, and became effective April 16, 2023. Pursuant to title 5, California Code of Regulations, section 52010, community college districts should conform their policies and procedures to the regulatory requirements within one hundred and eighty (180) days of this effective date.

**Chancellor's Office, Educational Services & Support**

1102 Q Street, Sacramento, CA 95811 | 916.445.8752 | [www.cccco.edu](http://www.cccco.edu)

A11Y 5/10/23

The purpose of this memorandum is to provide information regarding the Evaluation and tenure review of district employees and the resources that are available to support districts and colleges with local implementation of these regulations.

A full-text copy of the approved DEIA Evaluation and Tenure Review regulations and DEIA competencies and criteria are attached to this memorandum.

## Background

### Integrating DEIA Competencies and Criteria

Several strategies in the DEIA Integration Plan recommend embedding diversity-focused criteria in employee evaluation and tenure review processes, as well as a diversity performance criterion in the local board self-evaluation process. These recommendations are in alignment with the [Vision for Success](#) and the [Governor's Recovery with Equity Roadmap](#) that calls out the incorporation of “equity-centered practices into teaching and learning, grading, annual evaluations, and faculty review/tenure processes.”

To advance efforts around these strategies, a subgroup of the DEIA Implementation Workgroup was tasked with developing DEIA competencies and criteria for employee evaluations and tenure review processes. The subgroup engaged in multiple learning sessions. The information from these learning sessions helped inform the Chancellor's Office and the subgroup's co-design of a [DEIA competencies and criteria](#) framework which provides sample activities relating to the skills, knowledge, and behaviors that California Community College employees must demonstrate or acquire to work, teach, and lead in a diverse community college environment committed to the success of all students. The DEIA competencies and criteria provide a starting point for community college districts to integrate evaluation and tenure processes at the local level.

The DEIA competency and criteria framework was intentionally designed as an example of how districts can develop a framework that is equity-centered and developmental in nature to support the continuous growth of all employees to become more aware, active, and effective in diversity efforts. It recognizes variety among employees and employee groups, including those that do not typically interact with students or who hold leadership positions.

The DEIA competencies are categorized into the following themes:

- Cultural Competency,
- Professional Self-Reflection,
- Professional Self-Improvement,
- DEIA Pedagogy and Curriculum,

- Data, and
- DEIA and Mission.

Within each theme is a non-exhaustive list of actions for employees to demonstrate their understanding, skills, behaviors, and commitment to engaging in equitable practices while working in the California community college system with the ultimate goal of increasing student success. Colleges and districts are strongly encouraged to reference these competencies and criteria as a baseline when they commence their work to embed DEIA competencies and criteria into their local employee evaluation and tenure review processes. Establishing a competency framework in the employee evaluation and tenure review process creates a developmental cycle for employees to demonstrate growth in skills, knowledge, and behaviors. Colleges and districts are encouraged to innovate and locally discuss the list of recommended DEIA competencies and criteria.

### **Integrating DEIA in Evaluation and Tenure Review Processes**

As the subgroup developed the DEIA competencies and criteria, it became evident that a review of existing regulatory language on employee evaluations and tenure review was needed. The review process was comprehensive, involving consultation with many stakeholder groups. The review process determined that the regulations indeed needed to be amended and new regulatory language needed to be proposed to make DEIA-focused competencies and criteria a minimum standard and a system-wide requirement. The DEIA Implementation Workgroup and the sub-workgroup, which represent a diversity of system stakeholder associations, took part in several stages of system consultation. The draft revisions to the regulations were then shared with additional key stakeholder groups including the Equal Employment Opportunity and Diversity Advisory Committee (EEODAC), state labor union leadership, and the Consultation Council. Each of these groups were invited to provide direct feedback on the proposed regulations. The [regulations](#) include terminology and definitions (e.g., academic employee, accessibility, diversity, etc.) in reference to required resources to help guide implementation and to establish a common understanding and expectations. The evaluation and tenure review regulations are intended to advance and strengthen equitable student outcomes by providing employees with measurable actions to support the diverse needs and learning variability of our students. The regulations were presented for first reading at the March 17, 2022, Board of Governors meeting and were approved by the Board at its meeting on May 23, 2022.

## Overview of Regulatory Changes

The following changes were made to subchapter 1, of chapter 4 of division 6 of title 5 of the California Code of Regulations:

- Sections [52510](#), [53425](#), [53601](#), [53602](#), and [53605](#) were added;
- Sections [53400](#), [53401](#), and [53403](#) were amended; and
- Section [53402](#) was repealed.

Notable changes are located in sections 52510 which provides a comprehensive list of working definitions for districts to consider. Furthermore, 53425 reinforces our systems commitment to work with diverse individual and communities' while 53605 articulates the specific DEIA obligations such as Educational and other Administrators shall include DEIA and anti-racist principles into existing policies and practices, funding allocations, decision-making, planning, and program review processes. This section also mentions faculty members employing teaching, learning, and professional practices that reflect DEIA and anti-racist principles, and in particular, respect for, and acknowledgement of the diverse backgrounds of students and colleagues to improve equitable student outcomes and course completion.

Section 53602 listed below guides The DEIA competencies and criteria used as a reference for locally developed minimum standards in community college district performance evaluations of employees and faculty tenure reviews as noted in 53601 (b):

53602 states the following:

**(a) District governing boards shall adopt policies for the evaluation of employee performance, including tenure reviews, that requires demonstrated, or progress toward, proficiency in the locally-developed DEIA competencies or those published by the Chancellor pursuant to section 53601.**

**(b) The evaluation of district employees must include consideration of an employee's demonstrated, or progress toward, proficiency in diversity, equity, inclusion, and accessibility DEIA-related competencies that enable work with diverse communities, as required by section 53425. District employees must have or establish proficiency in DEIA-related performance to teach, work, or lead within California community colleges.**

**(c) To advance DEIA principles in community college employment, districts shall:**

**(1) include DEIA competencies and criteria as a minimum standard for evaluating the performance of all employees;**

(2) ensure that evaluators have a consistent understanding of how to evaluate employees on DEIA competencies and criteria;

(3) set clear expectations regarding employee performance related to DEIA principles, appropriately tailored to the employee's classification;

(4) place significant emphasis on DEIA competencies in employee evaluation and tenure review processes to support employee growth, development, and career advancement;

(5) ensure professional development opportunities support employee development of DEIA competencies that contribute to an inclusive campus and classroom culture and equitable student outcomes;

(6) ensure an evaluation process that provides employees an opportunity to demonstrate their understanding of DEIA and anti-racist competencies.

(7) include proposed or active implementation goals to integrate DEIA principles as a part of the district's Equal Employment Opportunity Plan required by section 53003.

These regulations impact all the employees of the educational ecosystem as 53605b mentions:

Educational and other Administrators shall include DEIA and anti-racist principles into existing policies and practices, funding allocations, decision-making, planning, and program review processes. These processes shall take into account the experience and performance of students and colleagues of diverse backgrounds, and work to close equity gaps in student outcomes and hiring(c) Staff members shall promote and incorporate culturally affirming DEIA and anti-racist principles to nurture and create a respectful, inclusive, and equitable learning and work environment. In conducting their duties, staff members shall respect and acknowledge the diversity of students and colleagues.

## Next Steps

The regulations became effective on April 16, 2023, and the next phase requires local implementation by community college districts. Districts are encouraged to begin the local implementation process of embedding DEIA competencies and criteria by engaging in conversations with stakeholders and conducting a review of their existing local evaluation and tenure review processes. Districts may utilize the [DEIA competencies and criteria framework](#) as a baseline for developing their own competencies.

The Chancellor's Office is committed to creating the enabling conditions to support districts with their local implementation efforts. In addition to developing the DEIA competency and criteria



framework and updating Title 5 regulations on evaluation and tenure review, the Chancellor's Office has also revised the [EEO Plan Template](#) to establish accountability in the evaluation and tenure review processes.

Additionally, the Chancellor's Office has published DEIA resources to assist with increasing awareness and understanding of DEIA efforts. They include the [Diversity, Equity, Inclusion, and Accessibility \(DEIA\) Glossary](#) and two modules on cultural competency and implicit bias. These modules are available on the [Vision Resource Center](#). Everyone who completes these learning modules will receive a certificate of completion. The modules are:

- **“I Don't See Color, I Just See People: Becoming Culturally Competent”** - this module examines the way in which the U.S. educational system perpetuates inequity and introduces various frameworks that can be leveraged to promote cultural competence and improve students' experiences on campus.
- **“Playing Behind the Screen: The Implicit Bias in Our Colleges”** - this module introduces implicit bias and how it manifests on a college campus. The module offers strategies to address implicit bias at the institutional level to improve the educational outcomes for students and experiences for everyone on our campuses.

Lastly, the Chancellor's Office Institutional Effectiveness Partnership Initiative (IEPI) division will provide additional resources and opportunities for professional development, highlight California community colleges that have begun to embed DEIA into their evaluation and tenure review processes, and share scalable promising practices that contribute to inclusive and culturally sensitive working and learning environments that benefit all students.

Should you have any questions about this guidance, please email Dr. Abdimalik Buul at [abuul@cccco.edu](mailto:abuul@cccco.edu).

cc: Dr. Daisy Gonzales, Interim Chancellor  
Dr. Lizette Navarette, Interim Deputy Chancellor  
David O'Brien, Vice Chancellor, Government Relations  
Dr. Siria Martinez., Assistant Vice Chancellor, Student Equity & Success

**Attachments:**

- Final Title 5 Regulation Text for DEIA Evaluation and Tenure Review of District Employees, Effective April 16, 2023
- DEIA Competencies and Criteria Framework

*Paslgaard, et al. v. Christian, et al.*

**Exhibit D**  
**to Verified Complaint**  
**for Declaratory and**  
**Injunctive Relief**



Image: Peralta Community College

# DEI in Curriculum: Model Principles and Practices

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# DEI in Curriculum: Model Principles and Practices

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## Background and Groundwork

The California Community College Curriculum Committee (5C) in 2020 created a set of recommended priorities that focuses on championing equity-minded curriculum and practices for credit and noncredit instruction. The committee created a workgroup in fall of 2021, charged with developing guidance for the field and recommendations on how to support the implementation of culturally relevant and responsive curriculum at local levels. This workgroup, called DEI (diversity, equity, and inclusion) in Curriculum, created the chart below with promising practices for both discipline/teaching faculty and for curriculum committees and local academic senates.

The traditional educational practices listed below, and juxtaposed with the equity principles and culturally responsive practices provided, include traditional western/Eurocentric ideologies and practices upon which North American educational systems and institutions were built. This DEI framework recognizes and acknowledges the historic omission and hindrance of students of color from education by law throughout U.S. history. Even after many forms of overt racial discrimination were outlawed, the legacy of that history is still present in seemingly race-neutral, “universal” values and practices. This framework acknowledges and challenges the structures, policies, and practices inherent in systems of higher education that maintain inequality and hinder the education and progress of marginalized students. A focus on equity principles and culturally responsive policy and practices directly counters institutionalized racism, inviting CCC educators to actively engage in dismantling that harmful legacy. This framework was created to help you actualize that work.

DEI IN CURRICULUM: MODEL PRINCIPLES AND PRACTICES

## Who Is the Audience for These Recommendations?

Discipline/instructional faculty, curriculum committees, and local academic senates have the shared responsibility to ensure that curriculum review committee members and discipline experts work together to provide DEI frameworks and principles in curriculum review and approval processes for credit and noncredit. Administrators and classified professionals who support the curriculum process at local levels also contribute to supporting equity-minded practices.

## How Do I Use This Chart?

The chart below provides promising practices that can be used by faculty, deans, curriculum chairs and committees, Chief Instructional Officers (CIO)/Vice Presidents of Instruction, and local academic senates to begin conversations on how to redesign practices from working within a traditional Eurocentric model to working within an equity-minded framework. Although there may be challenging conversations in beginning transformative work, addressing the fear and leaning into the dissonance has the opportunity to become a cacophony of discord that can create rhapsody and beautiful new sounds and thoughts. In other words, the emotion and push back may be uncomfortable, but it may also yield new ideas and ways to support our diverse student population in more innovative and representative ways, which is the charge of the California Community Colleges.

The first column provides some of the traditional ways of thinking of the curriculum elements and is juxtaposed by the second column that shows equity-minded principles.

The third column provides promising practices that faculty can begin implementing at the classroom level. The fourth column shows ways in which local curriculum committees and academic senates may support equity work in reviewing credit and noncredit curriculum, course outlines of record, and curriculum documents and processes in the classroom and beyond in culturally responsive ways.

The chart is not exhaustive and is not intended to be a mandate, but rather a model and tool of transformative principles to frame curriculum development and classroom practices at local levels. The document concludes with a brief glossary of terms and a list of culturally responsive theorists and scholars referenced in the development of this tool

<b>Traditional Educational Practice</b> Supporting research may be found at the end of this document.	<b>Equity Principle</b> Supporting research may be found at the end of this document.	<b>Culturally Responsive Classroom Practices</b> All faculty have the opportunity to engage in conversations about equity-minded practices within the context of their disciplinary expertise and curricular practices and such practices may include but are not limited to the following:	<b>Culturally Responsive Practices for Curriculum Committees and Local Senates</b> Curriculum committees and senates have the opportunity to engage in equity-minded review processes of curriculum that may include but are not limited to the following:
<ul style="list-style-type: none"> <li>• One dominant culture represented in textbooks and course materials.</li> <li>• High cost of course textbooks and materials.</li> </ul>	<ul style="list-style-type: none"> <li>• Represent multiple cultures in textbooks and course materials.</li> <li>• Use low-cost and zero-cost textbooks/materials.</li> <li>• Use open educational resources.</li> </ul>	<ul style="list-style-type: none"> <li>• Select textbooks and course materials that include multiple perspectives and diverse representation from varied racial, ethnic, sex, gender, sexuality, socioeconomic status, religion, age, and abilities perspectives.</li> <li>• Explore and select open educational resources and low-cost textbooks and materials for a reduction of costs when feasible.</li> <li>• Ensure textbooks and materials are accessible.</li> <li>• Enhance textbook selections with additional supplemental materials that ensure the above equity frameworks and principles in decision-making are prioritized and addressed.</li> <li>• For additional resources for effective inclusion, diversity, equity, antiracism textbook and resource audits—see <a href="#">ASCCC OERI Inclusion, Diversity, Equity, and Anti-Racism (IDEA) Framework</a>.</li> </ul>	<ul style="list-style-type: none"> <li>• Review textbook and course material selections for inclusion of multiple perspectives and diverse representation from varied racial, ethnic, sex, gender, sexuality, socioeconomic status, religion, age, and abilities perspectives; and provide feedback and guidance.</li> <li>• Encourage and incentivize reduction of textbook and material costs (via reviews of units, textbook costs, and other materials).</li> <li>• Ensure textbooks and materials are accessible.</li> <li>• Model, encourage and incentivize inclusion of additional supplemental materials that ensure the above equity frameworks and principles in decision-making are prioritized and addressed.</li> </ul>
<ul style="list-style-type: none"> <li>• Student-facing documents and descriptions focused on deficit-minded language.</li> </ul>	<ul style="list-style-type: none"> <li>• Use asset-minded and decolonized language.</li> </ul>	<ul style="list-style-type: none"> <li>• Shift language from impersonal verbiage and descriptions to warm, culturally responsive content.</li> <li>• Reword language from a colonized mindset to an equity mindset (e.g., colonized vs colonial; enslaved instead of slaves).</li> <li>• Collaborate with student services faculty and classified professionals to prioritize student needs in a more hands-on, holistic approach that addresses the whole student.</li> </ul>	<ul style="list-style-type: none"> <li>• Examine equity-minded language continuity in documents that are front-facing to ensure culturally responsive practices such as in course descriptions, catalogues, course outlines of record, websites, and policies.</li> <li>• Review documents for language and descriptions that may be impersonal and shift descriptions to be warm and culturally responsive.</li> <li>• Recommend and model rewording language from a colonized mindset to equity mindset.</li> </ul>



<b>Traditional Educational Practice</b> Supporting research may be found at the end of this document.	<b>Equity Principle</b> Supporting research may be found at the end of this document.	<b>Culturally Responsive Classroom Practices</b> All faculty have the opportunity to engage in conversations about equity-minded practices within the context of their disciplinary expertise and curricular practices and such practices may include but are not limited to the following:	<b>Culturally Responsive Practices for Curriculum Committees and Local Senates</b> Curriculum committees and senates have the opportunity to engage in equity-minded review processes of curriculum that may include but are not limited to the following:
<ul style="list-style-type: none"> <li>• Institutional culture of deference to discipline faculty as the only experts on curriculum.</li> </ul>	<ul style="list-style-type: none"> <li>• Interrogate systemic and institutional barriers.</li> <li>• Dismantle institutional deference to hierarchies that perpetuate barriers.</li> <li>• Move as a faculty collective toward antiracist critical consciousness.</li> </ul>	<ul style="list-style-type: none"> <li>• Complete training and professional development on cultural curriculum audits.</li> <li>• Embrace DEI discussions, value cross-functional input, and solicit interdisciplinary feedback.</li> <li>• Take care not to “weaponize” academic freedom and academic integrity as tools to impede equity in an academic discipline or inflict curricular trauma on our students, especially historically marginalized students.</li> </ul>	<ul style="list-style-type: none"> <li>• Assert the voice of and embrace the power and authority granted in educational code and title 5 to make curriculum decisions, as is the responsibility of curriculum committees.</li> <li>• Intentionally include culturally responsive experts on curriculum committees and for review of course outlines of record (CORs).</li> <li>• Agendize and normalize DEI discussions and intentionally alter practices that perpetuate barriers.</li> <li>• Create a curriculum committee handbook that requires a diversity, equity, inclusion, and antiracist lens for the COR.</li> <li>• Make time for critical conversations, empowering faculty to hold each other accountable for embedding cultural humility in faculty self-reflection and cultural competency into lessons and activities.</li> <li>• For more information on embedding DEI into the COR—see Rostrum article “<a href="#">Moving the Needle: Equity, Cultural Responsiveness, and Anti-Racism in the Course Outline of Record</a>”.</li> </ul>

<b>Traditional Educational Practice</b> Supporting research may be found at the end of this document.	<b>Equity Principle</b> Supporting research may be found at the end of this document.	<b>Culturally Responsive Classroom Practices</b> All faculty have the opportunity to engage in conversations about equity-minded practices within the context of their disciplinary expertise and curricular practices and such practices may include but are not limited to the following:	<b>Culturally Responsive Practices for Curriculum Committees and Local Senates</b> Curriculum committees and senates have the opportunity to engage in equity-minded review processes of curriculum that may include but are not limited to the following:
<ul style="list-style-type: none"> <li>• Course syllabus is approached from a compliance and/or teacher-centered perspective.</li> </ul>	<ul style="list-style-type: none"> <li>• Reframe practices and policies to serve as a co-learner and engage in a partnership.</li> <li>• Actively care for the whole human being in syllabi/classroom policies.</li> <li>• Democratize the student/teacher relationship and empower students' agency over their own learning.</li> </ul>	<ul style="list-style-type: none"> <li>• Use warm handoffs and intentional basic needs office/resource contact names, websites, phone numbers.</li> <li>• Understand and be sensitive to students' lived experiences.</li> <li>• Use flexible due dates and make room for students' needs.</li> <li>• Coach and “water up” - meaning to create learning environments where students become active agents in their own learning (see Hammond’s definition in the Glossary of Terms below).</li> <li>• Communicate in the syllabus:               <ul style="list-style-type: none"> <li>• intention to create a classroom where students are cared for and valued as learners,</li> <li>• desire for and ability of all students to succeed at a high level and outline how faculty work with students for their success,</li> <li>• belief that all students are expected to succeed,</li> <li>• actively promote awareness and critical examination dominant norms and broader social inequalities ,</li> <li>• the value of students’ racial/ethnic backgrounds as sources of learning and knowledge, and,</li> <li>• actively promote awareness and critical examination of students’ assumptions, beliefs, and privilege.</li> </ul>               (Source: Equity-Minded Inquiry Series Syllabus Review.)             </li> <li>• For additional resources and models of effective culturally responsive practices—see <a href="#">Center for Urban Education’s Equity-minded Inquiry Series Syllabus</a>.</li> <li>• For resources on creating social belonging and supporting the whole student — see the <a href="#">College Transition Collaborative</a>.</li> </ul>	<ul style="list-style-type: none"> <li>• Advocate with collective bargaining units to include culturally responsive practices in performance evaluations and/or peer reviews.</li> <li>• Provide professional development to support culturally responsive practices.</li> </ul>

<b>Traditional Educational Practice</b> Supporting research may be found at the end of this document.	<b>Equity Principle</b> Supporting research may be found at the end of this document.	<b>Culturally Responsive Classroom Practices</b> All faculty have the opportunity to engage in conversations about equity-minded practices within the context of their disciplinary expertise and curricular practices and such practices may include but are not limited to the following:	<b>Culturally Responsive Practices for Curriculum Committees and Local Senates</b> Curriculum committees and senates have the opportunity to engage in equity-minded review processes of curriculum that may include but are not limited to the following:
<ul style="list-style-type: none"> <li>Classroom experiences, assignments, and assessments are built from an individualist perspective.</li> </ul>	<ul style="list-style-type: none"> <li>Shift to a collectivism perspective to engage authentic lived experiences and relate to students' cultural norms.</li> </ul>	<ul style="list-style-type: none"> <li>Build on diverse backgrounds to engage as a familia, tribe, or village through collaborative classroom activities.</li> <li>Be a warm demander and co-learner with students.</li> <li>Intentionally create collaborative engagement opportunities (e.g., group work, peer-to-peer work, pair shares, etc.)</li> </ul>	<ul style="list-style-type: none"> <li>Encourage assignments, practices, and assessments that are formative in addition to summative.</li> <li>Review for a variety of methods of evaluations, assignments, and assessments.</li> <li>Encourage and provide professional development for the creation of authentic assessments.</li> </ul>
<ul style="list-style-type: none"> <li>Assumption that only certain disciplines can address antiracism, diversity, and equity.</li> <li>Not recognizing ethnic studies as a well-established discipline.</li> </ul>	<ul style="list-style-type: none"> <li>Weave DEI and culturally responsive practice into every course.</li> <li>Intentionally design ethnic studies courses with discipline experts.</li> </ul>	<ul style="list-style-type: none"> <li>Use culturally responsive practices and a social justice lens in all disciplines.</li> <li>Create ethnic studies courses that rely on ethnic studies discipline experts to maintain the integrity of the ethnic studies disciplines.</li> <li>Honor and respect the ethnic studies disciplines by focusing on African American/Africana/Black Studies, American Indian/Native American Studies, Asian American Studies, and Chicano/a/Latino/Mexican American Studies.</li> </ul>	<ul style="list-style-type: none"> <li>Ensure that all classes and curriculum engage in equity work and culturally responsive content and practices.</li> <li>Maintain the fidelity of ethnic studies as a well-established discipline.</li> </ul>
<ul style="list-style-type: none"> <li>Siloed programs and service</li> </ul>	<ul style="list-style-type: none"> <li>Use Guided Pathways frameworks.</li> </ul>	<ul style="list-style-type: none"> <li>Rethink mapping and milestones within a student-centered focus.</li> <li>Utilize the resources available to do the work: Student Equity and Achievement (SEA), Flex, division/deans, &amp; Guided Pathways funds; and Academic Senate for CA Community Colleges (ASCCC) local senate visits.</li> </ul>	<ul style="list-style-type: none"> <li>Explicitly include DEI practices in program review, curriculum committee, senate, and shared governance meetings to discuss DEI in curriculum and program needs.</li> <li>Involve students in the Guided Pathways decision-making process.</li> </ul>



# Glossary

**Collectivism** — an individual’s sense of connection to and responsibility for members of their group/community (Hofstede, 1984; Triandis, 1995).

**Critical race theory** — a way of seeing, attending to, accounting for, tracing and analyzing the ways that race is produced; the ways that racial inequality is facilitated, and the ways that our history has created these inequalities that now can be almost effortlessly reproduced unless we attend to the existence of these inequalities (Crenshaw, 2021 as cited in Fortin).

**Culturally responsive teaching** — an educator’s ability to 1) recognize students’ cultural displays of learning and meaning making, 2) respond positively and constructively with teaching actions, 3) use cultural knowledge as a scaffold to connect what the student knows to new concepts and content in order to promote effective information processing, and 4) to create a safe space for learning (Hammond, 2015).

**Equity-minded** — a schema that provides an alternative framework for understanding the causes of equity gaps in outcomes and the action needed to close them. Rather than attribute inequities in outcomes to student deficits, being equity-minded involves interpreting inequitable outcomes as a signal that practices are not working as intended. Inequities are eliminated through changes in institutional practices, policies, culture, and routines. Equity-mindedness encompasses being (1) race-conscious, (2) institutionally-focused, (3) evidence-based, (4) systemically-aware, and (5) action-oriented (California Community Colleges Chancellor’s Office Diversity, Equity, and Inclusion Glossary of Terms).

**Euro-centric** — privileging European or Westernized values and ways of knowing as the norm or “default” while marginalizing alternative perspectives, histories, and knowledge.

**Individualism** — the valuing of the individual over the value of groups or society as a whole (Griffiths, 2015).

**Student-centered** — refers to a wide variety of educational programs, learning experiences, instructional approaches, and academic-support strategies that are intended to address the distinct learning needs, interests, aspirations, or cultural backgrounds of individual students and groups of students.

**Warm demander** — a teacher who communicates personal warmth toward students while at the same time demands they work toward high standards. The teacher provides concrete guidance and support for meeting the standards, particularly corrective feedback, opportunities for information processing, and culturally relevant meaning making (Hammond, 2015).

**Warm handoffs** — directly connecting students to campus resources and services; a transfer of care between two members of a care team; teachers providing direct contact names and information to connect students with service representatives such as in syllabi and course materials or directly introducing students to student service representatives with an intentional introduction.

**Watering up** — instructional practices with the science of learning that we can apprentice students to be active agents in their own learning, instead of watering them down with compliance-oriented deficit views. This process requires students to build and braid together multiple neural, relational, and experiential processes to produce their own unique learning acceleration process (Hammond, 2021).

# References

California Community Colleges Chancellor’s Office. (2020). Diversity, Equity, and Inclusion Glossary of Terms. <https://www.cccco.edu/-/media/CCCCO-Website/Files/Communications/vision-for-success/8-dei-glossary-of-terms.pdf>

Fortin, J. (2021). What is critical race theory? *New York Times*. <https://www.nytimes.com/article/what-is-critical-race-theory.html>.

Griffiths, H. et. al (2015). Theoretical perspectives on education. *Introduction to Sociology*. (2nd edition). Openstax. <https://openstax.org/books/introduction-sociology-2e/pages/16-2-theoretical-perspectives-on-education?query=individualism&target=%7B%22type%22%3A%22search%22%2C%22index%22%3A0%7D#import-auto-id1425924>.

Hammond, Z. (2015). *Culturally Responsive Teaching and the Brain*. Corwin. <https://www.edutopia.org/article/can-teachers-be-warm-demanders-during-pandemic>.

Hammond, Z. (Summer 2021). Integrating the science of learning and culturally responsive practice. *Liberatory Education*. American Educator <https://www.aft.org/ae/summer2021/hammond>.

Triandis, H. (1995) *Individualism and Collectivism*. Routledge.

*Palsgaard, et al. v. Christian, et al.*

**Exhibit E**  
**to Verified Complaint**  
**for Declaratory and**  
**Injunctive Relief**

## Diversity, Equity, Inclusion, and Accessibility Glossary of Terms

The purpose of the Diversity, Equity, Inclusion, and Accessibility (DEIA) Glossary of Terms is to serve as a reference guide of DEI terms that are critical to our shared understanding for the need to advance efforts to address systemic racism in our system. While the list of terms is not exhaustive, the glossary identifies key terms informed by the DEIA Workgroup to help individuals engage in meaningful conversations on equity. This glossary is a living document and will be updated on an annual basis to reflect the evolution of our understanding of diversity, equity, inclusion, and accessibility.

### DEIA TERMS

**Accessibility:** The opportunity [for a person with a disability] to acquire the same information and materials, engage in the same interactions, and enjoy the same services as a person without a disability in an equally effective and equally integrated manner, with substantially equivalent ease of use. This includes the intentional design or redesign of technology, policies, products, services, and facilities that increase one's ability to use, access, and obtain the respective item.<sup>1</sup>

**Ally:** Person in a dominant position of power actively working in solidarity with individuals that do not hold that same power or they do not share a social identity with to end oppressive systems and practices. In the context of racial justice, allyship often refers to White people working to end the systemic oppression of people of color.<sup>2</sup>

**Anti-Racist:** Person who actively opposes racism and the unfair treatment of people who belong to other races. They recognize that all racial groups are equal (i.e., nothing inherently superior or inferior about specific racial groups) and that racist policies have caused racial inequities. They also understand that racism is pervasive and has been embedded into all societal structures. An anti-racist challenges the values, structures, policies, and behaviors that perpetuate systemic racism, and they are also willing to admit the times in which they have been racist. Persons are either anti-racist or racist. Persons that say they are 'not a racist' are in denial of the inequities and racial problems that exist.<sup>3</sup>

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<sup>1</sup> University of Pittsburgh, Office for Equity, Diversity, and Inclusion. (n.d.) *Diversity, Equity, and Inclusion Glossary*. <https://www.diversity.pitt.edu/education/diversity-equity-and-inclusion-glossary>; U.S. Department of Education, Office for Civil Rights. 2013, February 28. *Resolution Agreement: South Carolina Technical College System*. <https://www2.ed.gov/about/offices/list/ocr/docs/investigations/11116002-b.html>

<sup>2</sup> Patel, V.S. (2011). Moving toward an inclusive model of allyship for racial justice. *The Vermont Connector* 82, 78-88; Reason, R, Millar, E.A., & Scales T.C. (2005). Toward a model of racial justice ally development. *Journal of College Student Development* 46(5), 530-546.

<sup>3</sup> Kendi, I.X. (2019). *How to be an antiracist*. One World

Anti-Racism: A powerful collection of antiracist policies that lead to racial equity and are substantiated by antiracist ideas. Practicing antiracism requires constantly identifying, challenging, and upending existing racist policies to replace them with antiracist policies that foster equity between racial groups.<sup>4</sup>

Bias: Is an inclination, feeling, or opinion, especially one that is preconceived or unreasoned. Biases are unreasonably negative feelings, preferences, or opinions about a social group. It is grounded in stereotypes and prejudices.<sup>5</sup>

Co-conspirators: Are people who are willing to put something on the line to use their privilege to disband systems of oppression. In contrast to allyship, co-conspirators do not just educate themselves about systemic injustice and racism, but like modern-day activists, they take personal risks to pursue meaningful action.<sup>6</sup>

Color Blindness: Is a racial ideology that assumes the best way to end prejudice and discrimination is by treating individuals as equally as possible, without regard to race, culture, or ethnicity. This ideology is grounded in the belief that race-based differences do not matter and should not be considered for decisions, impressions, and behaviors. However, the term “colorblind” de-emphasizes, or ignores, race and ethnicity, a large part of one’s identity and lived experience. In doing so, it perpetuates existing racial inequities and denies systematic racism.<sup>7</sup>

Color-Evasiveness: Is a racial ideology that describes the same concept as color-blindness where individuals reject or minimize the significance of race. Color-evasiveness, however, avoids describing people with disabilities as problematic or deficient by using blindness as a metaphor for ignorance.<sup>8</sup>

Covert Racism: A form of racial discrimination that is disguised and indirect, rather than public or obvious. Covert racism discriminates against individuals through often evasive or seemingly passive methods. Since racism is viewed as socially unacceptable by

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<sup>4</sup> Kendi, I.X. (2019). *How to be an antiracist*. One World.

<sup>5</sup> Bias. (n.d.). American Psychological Association Dictionary. Retrieved September 3, 2020, from <https://dictionary.apa.org/bias>; Friarman, S.E. (2016). Unconscious bias: when good intentions aren’t enough. *Educational Leadership*, 74(3), 10-15;; Moule, J. (2009). Understanding unconscious bias and unintentional racism. *Phi Delta Kappan* (January), 320-326.

<sup>6</sup> *Ally vs. co-conspirator: What it means to be an abolitionist teacher* [Video]. (2020). C-SPAN. <https://www.c-span.org/video/?c4844082/use-clip-ally-vs-conspirator-means-abolitionist-teacher>; Stoltzfus, K. (2019). Abolitionist teaching in action: Q & a with Bettina L. Love. *ASCD Education Update*, 6(112).

<sup>7</sup> Apfelbaum, E.P., Norton, M. I., & Sommers, S.R. (2012). Racial color blindness: Emergence, practice, and implications. *Psychological Science*, 2(13), 205-209.; Plaut, V.C., Thomas, K.M., & Goren, M.J. (2009). Is multiculturalism or color blindness better for minorities? *Psychological Science*, 2(04), 444-446.

<sup>8</sup> Annamma, S.A., Jackson, D.D., & Morrison, D. (2017). Conceptualizing color-evasiveness: Using dis/ability critical race theory to expand a color-blind racial ideology in education and society. *Race Ethnicity and Education*, 20(2), 147-162.

mainstream society, people engage in covert racism in subtle ways, and therefore it may go unchallenged or unrecognized.<sup>9</sup>

**Culture:** Is the values, beliefs, traditions, behavioral norms, linguistic expression, knowledge, memories, and collective identities that are shared by a group of people and give meaning to their social environments. Culture is learned and inherited behavior that distinguishes members of one group from another group. Culture is not static and can change over time.<sup>10</sup>

**Cultural Change:** Refers to the stages of development or new patterns of culture that occur as a response to changing societal conditions. Within an organization, cultural change is a new method of operating and a reorientation to one's role and responsibilities in the organization. Effective cultural change in an organization involves moving the organization toward a new vision or desired state. This change is influenced by many factors including effective leadership in all aspects of the change process, intentional alignment of structures, systems and policies with the new culture, ensuring staff and stakeholder participation, clear and frequent communication regarding the cultural change, obtaining feedback and evaluating progress, and managing any emotional response to the change.<sup>11</sup>

**Cultural Competence:** Is the ability to honor and respect the beliefs, language, interpersonal styles and behaviors of those receiving and providing services. Individuals practicing cultural competency have knowledge of the intersectionality of social identities and the multiple axes of oppression that people from different racial, ethnic, and other minoritized groups face. Individuals striving to develop cultural competence recognize that it is a dynamic, on-going process that requires a long-term commitment to learning. In the context of education, cultural competence refers to the ability to successfully teach students who come from cultures other than one's own. It entails developing personal and interpersonal awareness and sensitivities, learning specific bodies of cultural knowledge, and mastering a set of skills for effective cross-cultural teaching.<sup>12</sup>

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<sup>9</sup> Bonilla-Silva, E. (1997). Rethinking racism: Toward a structural interpretation. *American Sociological Association*, 62(3), 465-480.; Sniderman, P.M., Piazza, T., Tetlock P.E., & Kendrick A. (1991). The new racism. *American Journal of Political Science*, 35(2), 423-447.

<sup>10</sup> Abu-Lughod, L. (1991). Writing against culture. In R. G. Fox (Ed.) *Recapturing Anthropology: Working in the Present* (pp. 137- 162). Santa Fe: School of American Research Press.; Culture (n.d.) American Sociological Association. Retrieved September 3, 2020, from <https://www.asanet.org/topics/culture>.

<sup>11</sup> Gibson, D.E. & Barsade, S.G. (2003). Managing organizational culture change: The case of long-term care. *Journal of Social Work in Long-Term Care*, 2(1/2), 11-34.; Kanter, R.M., Stein, B.A., & Jick, T.D. (1992). *The challenge of organizational change*. The Free Press.; Wuthnow, R. (1992). Cultural change and sociological theory. In Haferkamp, H. & Smelser, N.J. (Eds.), *Social change and modernity* (pp. 256-277). University of California Press.  
Denboba, D. (1993) . *MCHB/DSCSHCN Guidance for Competitive Applications, Maternal, and Child Health Improvement Projects for Children with Special Health Care Needs* . U.S. Department of Health and Human Services, Health Services and Resources Administration.; Moule, J. (2012) *Cultural competence: A primer for educators*. Wadsworth Cengage Learning.; Rothman, J.C. (2008). *Cultural competence in process and practice: Building bridges*. Pearson.

**Cultural Fluency:** Is the ability to effectively interact with people from different cultures, racial, and ethnic groups. It includes an awareness of how to properly respond to differences in communication and conflict as well as the appropriate application of respect, empathy, flexibility, patience, interests, curiosity, openness, the willingness to suspend judgement, tolerance for ambiguity, and sense of humor.<sup>13</sup>

**Deficit-Minded Language:** Is language that blames students for their inequitable outcomes instead of examining the systemic factors that contribute to their challenges. It labels students as inadequate by focusing on qualities or knowledge they lack, such as the cognitive abilities and motivation needed to succeed in college, or shortcomings socially linked to the student, such as cultural deprivation, inadequate socialization, or family deficits or dysfunctions. This language emphasizes “fixing” these problems and inadequacies in students. Examples of this type of language include at-risk or high-need, underprepared or disadvantaged, non-traditional or untraditional, underprivileged, learning styles, and achievement gap.<sup>14</sup>

**Discrimination:** The unequal treatment of members of various groups based on race, ethnicity, gender, social class, sexual orientation, physical ability, religion, national origin, age, physical/mental abilities and other categories that may result in disadvantages and differences in provision of goods, services or opportunities.<sup>15</sup>

**Diversity:** The myriad of ways in which people differ, including the psychological, physical, cognitive, and social differences that occur among all individuals, such as race, ethnicity, nationality, socioeconomic status, religion, economic class, education, age, gender, sexual orientation, marital status, mental and physical ability, and learning styles. Diversity is all inclusive and supportive of the proposition that everyone and every group should be valued. It is about understanding these differences and moving beyond simple tolerance to embracing and celebrating the rich dimensions of our differences.<sup>16</sup>

**Equality:** The condition under which every individual is treated in the same way, and is granted the same access, rights, and responsibilities, regardless of their individual differences. People who support equality believe that different circumstances and

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<sup>13</sup> Inoue, Y. (2007). Cultural fluency as a guide to effective intercultural communication: The case of Japan and the U.S. *Journal of Intercultural Communication*, (15).

<sup>14</sup> Center for Urban Education. (2017). Equity in hiring: Job announcements. University of Southern California Rossier School of Education.; Smit, R. (2012). Toward a clearer understanding of student disadvantage in higher education: Problematizing deficit thinking. *Higher Education Research and Development*, 31(2), 369-380.; Valencia, R.R.(Ed.). (1997). *The evolution of deficit thinking: Educational thought and practice*. Routledge Falmer

<sup>15</sup> Department of Epidemiology. (2017). Equity, Diversity, and Inclusion Committee. University of Washington School of Public Health. Retrieved August 5, 2020, from <https://epi.washington.edu/sites/default/files/DEI%20Glossary%20Word.pdf>

<sup>16</sup> Department of Epidemiology. (2017). Equity, Diversity, and Inclusion Committee . University of Washington School of Public Health. Retrieved August 5, 2020, from <https://epi.washington.edu/sites/default/files/DEI%20Glossary%20Word.pdf>

identities should not prescribe social disadvantage; therefore, equality is the elimination of this disadvantage.<sup>17</sup>

Equity: The condition under which individuals are provided the resources they need to have access to the same opportunities, as the general population. Equity accounts for systematic inequalities, meaning the distribution of resources provides more for those who need it most. Conversely equality indicates uniformity where everything is evenly distributed among people.<sup>18</sup>

Educational Equity Gap: The condition where there is a significant and persistent disparity in educational attainment between different groups of students.<sup>19</sup>

Equity-Minded: Is a schema that provides an alternative framework for understanding the causes of equity gaps in outcomes and the action needed to close them. Rather than attribute inequities in outcomes to student deficits, being equity-minded involves interpreting inequitable outcomes as a signal that practices are not working as intended. Inequities are eliminated through changes in institutional practices, policies, culture, and routines. Equity-mindedness encompasses being (1) race conscious, (2) institutionally focused, (3) evidence based, (4) systemically aware, and (5) action oriented.<sup>20</sup>

Ethnicity: Is a category of people who identify as a social group on the basis of a shared culture, origins, social background, and traditions that are distinctive, maintained between generations, and lead to a sense of identity, common language or religious traditions.<sup>21</sup>

Gender: Is separate from 'sex,' which is the biological classification of male or female based on physiological and biological features. Gender is socially constructed roles, behavior, activities, and attributes that society considers "appropriate" for men and women. A person's gender may not necessarily correspond to their birth assigned sex or

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<sup>17</sup> Department of Epidemiology. (2017). Equity, Diversity, and Inclusion Committee. University of Washington School of Public Health. Retrieved August 5, 2020, from <https://epi.washington.edu/sites/default/files/DEI%20Glossary%20Word.pdf>; Mann, B. (2014). Equity and equality are not equal. The Education Trust. Retrieved September 3, 2020, from <https://edtrust.org/the-equity-line/equity-and-equality-are-not-equal/>; Spicker, P. (2006). *Liberty, equality, fraternity*. Bristol University Press & Policy Press.

<sup>18</sup> Equity. (n.d.). *National Association of College and Employers*. Retrieved August 10, 2020, from <https://www.nacweb.org/about-us/equity-definition/>; Mann, B. (2014). Equity and equality are not equal. The Education Trust. Retrieved September 3, 2020, from <https://edtrust.org/the-equity-line/equity-and-equality-are-not-equal/>

<sup>19</sup> 101: Equity gaps in higher education. (2019). Higher Learning Advocates. Retrieved August 14, 2020, from <https://higherlearningadvocates.org/resource/higher-ed-101/101-equity-gaps-in-higher-education/>.

<sup>20</sup> Malcolm-Piqueux, L. (2017). Taking equity-minded action to close equity gaps. *Association of American Colleges & Universities*.; Malcolm-Piqueux, L., & Bensimon, E. M. (2017). Taking equity-minded action to close equity gaps. *Peer Review*, 19(2), 5-8.

<sup>21</sup> Dein, S. (2006). Race, culture and ethnicity in minority research: A critical discussion. *Journal of Cultural Diversity*, 13(2), 68-67.; Senior, P., & Bohpal, R. (1994). Ethnicity as a variable in epidemiological research. *British Medical Journal*, 309, 327-328.



be limited to the gender binary (woman/man).<sup>22</sup>

Gender Identity: One's internal sense of being a man, woman, both, in between, or outside of the gender binary which may or may not correspond with sex assigned at birth. Gender identity is internal and personally defined, it is not visible to others, which differentiates it from gender expression (i.e., how people display their gender to the world around them).<sup>23</sup>

Implicit Bias: Bias that results from the tendency to process information based on unconscious associations and feelings, even when these are contrary to one's conscious or declared beliefs.<sup>24</sup>

Inclusion: Authentically bringing traditionally excluded individuals and/or groups into processes, activities, and decision/policy making in a way that shares power.<sup>25</sup>

Intersectionality: The acknowledgement that within groups of people with a common identity, whether it be gender, sexuality, religion, race, or one of the many other defining aspects of identity, there exist intragroup differences. In other words, each individual experience social structure slightly differently because the intersection of their identities reflects an intersection of overlapping oppressions. Therefore, sweeping generalizations about the struggle or power of a particular social group fail to recognize that individuals in the group also belong to other social groups and may experience other forms of marginalization. Unfortunately, institutions and social movements based on a commonly shared identity tend to disregard the presence of other marginalized identities within the group.<sup>26</sup>

Institutional Racism: Particular and general instances of racial discrimination, inequality, exploitation, and domination in organizational or institutional contexts. While institutional racism can be overt (e.g., a firm with a formal policy of excluding applicants of a particular race), it is more often used to explain cases of disparate impact, where organizations or societies distribute more resources to one group than another without overtly racist intent (e.g., a firm with an informal policy of excluding applicants from a low

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<sup>22</sup> Torgrimson, B. N., & Minson, C. T. (2005). Sex and gender: What is the difference? *Journal of Applied Physiology*, 99 (3),785-787. <https://doi.org/10.1152/jappphysiol.00376.2005>

<sup>23</sup> Baum, J. & Westheimer, K. Sex? Sexual orientation? Gender identity? Gender expression? (2015). Teaching Tolerance. Retrieved August 14, 2020, from <https://www.tolerance.org/magazine/summer-2015/sex-sexual-orientation-gender-identity-gender-expression>.

<sup>24</sup> Harrison-Bernard, L. M., Augustus-Wallace, A. C., Souza-Smith, F. M., Tsien, F., Casey, G. P., & Gunaldo, T. P. (2020). Knowledge gains in a professional development workshop on diversity, equity, inclusion, and implicit bias in academia. *Advances in Physiology Education*, 44(3), 286-294. <https://doi.org/10.1152/advan.00164.2019>.

<sup>25</sup> Gilson, C. B., Gushanas, C. M.L, i, Y., & Foster, K.(2020). Defining inclusion: Faculty and student attitudes regarding postsecondary education for students with intellectual and developmental disabilities. *Intellectual & Developmental Disabilities*, 58(1), 65-81. <https://doi-org.ezproxy.losrios.edu/10.13521/934-9556-58.1.65>

<sup>26</sup> Subcultures and sociology intersectionality. (n.d.). *Grinnell College*. Retrieved August 14, 2020, from <https://Haenfler.Sites.Grinnell.Edu/Subcultura-Theory-and-Theorists/Intersectionality/>.



income, minority neighborhood due to its reputation for gangs). The rules, processes, and opportunity structures that enable such disparate impacts are what constitute institutional racism (and variants such as ‘structural racism,’ ‘systemic racism,’ etc.).<sup>27</sup>

Low Income: Is defined per federal guidelines as household incomes that are or below 100% of their poverty threshold. These households are considered “in poverty.” Household incomes that are below 50% of their poverty threshold are considered “severe” or “deep poverty.” Low-income persons have less disposable income than others and may sometimes struggle to cover their basic needs. In addition, low-income persons also face housing, food, transportation, and health disparities.<sup>28</sup>

Marginalized/Marginalization: The process by which minority groups/cultures are excluded, ignored, or relegated to the outer edge of a group/society/community. A tactic used to devalue those that vary from the norm of the mainstream, sometimes to the point of denigrating them as deviant and regressive. Marginalized groups have restricted access to resources like education and healthcare for achieving their aims.<sup>29</sup>

Merit: A concept that at face value appears to be a neutral measure of academic achievement and qualifications; however, merit is embedded in the ideology of Whiteness and upholds race-based structural inequality. Merit protects White privilege under the guise of standards (i.e., the use of standardized tests that are biased against racial minorities) and as highlighted by anti-affirmative action forces. Merit implies that White people are deemed better qualified and more worthy but are denied opportunities due to race-conscious policies. However, this understanding of merit and worthiness fails to recognize systemic oppression, racism, and generational privilege afforded to Whites.<sup>30</sup>

Microaggressions: Are brief and commonplace daily verbal, behavioral and environmental indignities, whether intentional or unintentional, that communicate hostile, derogatory or negative racial slights and insults that potentially have harmful or unpleasant psychological impact on the target person or group.<sup>31</sup>

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<sup>27</sup> Clair, M., & Denis, J.S. (2015). Sociology of racism. *The International Encyclopedia of the Social and Behavioral Sciences*, 19, 857-863.

<sup>28</sup> Center for Poverty Research. (2017). How is poverty measured in the United States? *The University of California at Davis*, CA. Retrieved August 7, 2020, from <https://poverty.ucdavis.edu/faq/how-poverty-measured-united-states>.

<sup>29</sup> Department of Epidemiology. (2017). Equity, Diversity, and Inclusion Committee. University of Washington School of Public Health. Retrieved August 5, 2020, from <https://epi.washington.edu/sites/default/files/DEI%20Glossary%20Word.pdf>; Lassiter, C., Norasakkunkit, V., Shuman, B., & Toivonen, T. (2018). Diversity and resistance to change: Macro conditions for marginalization in post-industrial societies. *Frontiers in Psychology*, 9, 812.

<sup>30</sup> Chang, R.S. (1999) *.Disoriented: Asian Americans, law, and the nation-state*. NYU Press.; Feagin, J.R., & Porter, A. (1995). Affirmative action and African Americans: Rhetoric and practice. *Humboldt Journal of Social Relations*, 21(2), 81-103.; Harris, C.I. (1993). Whiteness as property. *Harvard Law Review*, 106(8), 1707-1791.; Jackson, R.L., & McDonald, A. (2019). The violence of white entitlement and the hypocrisy of earned merit. *Departures in Critical Qualitative Research*, 8(4), 64-68.

<sup>31</sup> Solorzano, D., Ceja, M., & Yosso, T. (2000). Critical race theory, racial microaggressions, and campus racial climate: The experiences of African American college students. *The Journal of Negro Education*, 696, 0-73.

Minoritized: describes the process of “minoritization” whereby individuals are afforded less power and representation based on their social identities. These social identities, such as race and ethnicity, are socially constructed concepts that are created and accepted by society. They are used to minoritize individuals in specific environments and institutions that sustain an overrepresentation of Whiteness and subordinate other groups.<sup>32</sup>

Obligation Gap: Is the call for civic consciousness and acts of genuine care with the intention of catalyzing change toward becoming a more equity-centered college through epistemological disruption and the reconstruction of educational structures and policies that negatively impact poor and ethno-racially minoritized students. It places the onus of change on the higher education institution rather than the student.<sup>33</sup>

Oppression: The systemic and pervasive nature of social inequality woven throughout social institutions as well as embedded within individual consciousness. Oppression fuses institutional and systemic discrimination, personal bias, bigotry and social prejudice in a complex web of relationships and structures that saturate most aspects of life in our society. Oppression also signifies a hierarchical relationship in which dominant or privileged groups benefit, often in unconscious ways, from the disempowerment of subordinated or targeted groups.<sup>34</sup>

Overt Racism: Is an unconcealed, unapologetic form of ethnocentrism and racial discrimination that is observable. Historically, overt racism is a creation and product of White supremacy. Characterized by blatant use of negative and/or intentionally harmful attitudes, ideas, or symbols and actions directed at a specific racial group or groups deemed nonwhite or colored, overt racism persists in many forms throughout contemporary society. Overt racism occurs in individual and group interactions, institutions, nations, and international relations, spanning micro- and macro-level social realities.<sup>35</sup>

Power: Is the ability to exercise one’s will over others. Power occurs when some individuals or groups wield a greater advantage over others, thereby allowing them greater access to and control over resources. There are six bases of power: reward power

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<sup>32</sup> Benitez, M., Jr. (2010). Resituating culture centers within a social justice framework: Is there room for examining Whiteness? In L.D. Patton (Ed.), *Culture centers in higher education: Perspectives on identity, theory, and practice*. (pp. 119-134). Stylus.; Harper, S. (2012). Race without racism: How higher education researchers minimize racist institutional norms. *The Review of Higher Education*, 3(61), 9-29.

<sup>33</sup> Sims, J.J., Taylor-Mendoza, J., Hotep, L.O., Wallace, J., & Conaway, T. (2020). *Minding the obligation gap in community colleges and beyond: Theory and practice in achieving educational equity*. Peter Lang Publishing.

<sup>34</sup> Definitions of oppression, dehumanization and exploitation. (n.d.). Retrieved August 14, 2020, from <http://www-personal.umich.edu/~mdover/website/Oppression%20Compendium%20and%20Materials/Definitions%20of%20Oppression.pdf>.

<sup>35</sup> Elias, S. (2015). Racism, overt. In Smith, A.D., Hou, X., Stone, J., Dennis, R., & Rizova, P. (Eds.). *The Wiley Encyclopedia of race, ethnicity, and nationalism*. <https://doi.org/10.1002/9781118663202.wberen398>.

(i.e., the ability to mediate rewards), coercive power (i.e., the ability to mediate punishments), legitimate power (i.e., based on the perception that the person or group in power has the right to make demands and expects others to comply), referent power (i.e., the perceived attractiveness and worthiness of the individual or group in power), expert power (i.e., the level of skill and knowledge held by the person or group in power) and informational power (i.e., the ability to control information). Wealth, Whiteness, citizenship, patriarchy, heterosexism, and education are a few key social mechanisms through which power operates.<sup>36</sup>

**Prejudice:** A hostile attitude or feeling toward a person solely because he or she belongs to a group to which one has assigned objectionable qualities. Prejudice refers to a preconceived judgment, opinion or attitude directed toward certain people based on their membership in a particular group. It is a set of attitudes, which supports, causes, or justifies discrimination. Prejudice is a tendency to over categorize.<sup>37</sup>

**Privilege:** Is unearned social power (set of advantages, entitlements, and benefits) accorded by the formal and informal institutions of society to the members of a dominant group (e.g., White/Caucasian people with respect to people of color, men with respect to women, heterosexuals with respect to homosexuals, adults with respect to children, and rich people with respect to poor people). Privilege tends to be invisible to those who possess it, because its absence (lack of privilege) is what calls attention to it.<sup>38</sup>

**Race:** A social construct that artificially divides people into distinct groups based on characteristics such as physical appearance (particularly skin color), cultural affiliation, cultural history, ethnic classification, and the social, economic and political needs of a society at a given period of time. There are no distinctive genetic characteristics that truly distinguish between groups of people. Race presumes human worth and social status for the purpose of establishing and maintaining privilege and power. Race is independent of ethnicity.<sup>39</sup>

**Racial Justice:** The systematic fair treatment of people of all races, resulting in inequitable opportunities and outcomes for all. Racial justice – or racial equity – goes beyond “anti-

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<sup>36</sup> Department of Epidemiology. (2017). Equity, Diversity, and Inclusion Committee. University of Washington School of Public Health. Retrieved August 5, 2020, from <https://epi.washington.edu/sites/default/files/DEI%20Glossary%20Word.pdf>; Raven, B.H. (2008). The bases of power and the power/interaction model of interpersonal influence. *Analyses of Social Issues and Public Policy*, 8(1) 1-22. doi: 10.1111/j.1530-2415.2008.00159.x.; Weber, M.(1947). *The theory of social and economic organization*. Translated by A.M. Henderson and T. Parsons. New York: Oxford University Press.

<sup>37</sup> Allport, G. W., Clark, K., & Pettigrew, T. (1954). *The nature of prejudice*. Addison-Wesley.

<sup>38</sup> Department of Epidemiology. (2017). Equity, Diversity, and Inclusion Committee. University of Washington School of Public Health. Retrieved August 5, 2020, from <https://epi.washington.edu/sites/default/files/DEI%20Glossary%20Word.pdf>

<sup>39</sup> Department of Epidemiology. (2017). Equity, Diversity, and Inclusion Committee. University of Washington School of Public Health. Retrieved August 5, 2020, from <https://epi.washington.edu/sites/default/files/DEI%20Glossary%20Word.pdf>

racism.” It is not just the absence of discrimination and inequities, but also the presence of deliberate systems and supports to achieve and sustain racial equity through proactive and preventative measures.<sup>40</sup>

Racism: Is the intentional or unintentional use of power to isolate, separate and exploit others on the basis of race. Racism refers to a variety of practices, beliefs, social relations, and phenomena that work to reproduce a racial hierarchy and social structure that yield superiority, power, and privilege for some, and discrimination and oppression for others. It can take several forms, including representational, ideological, discursive, interactional, institutional, structural, and systemic. Racism exists when ideas and assumptions about racial categories are used to justify and reproduce a racial hierarchy and racially structured society that unjustly limits access to resources, rights, and privileges on the basis of race.<sup>41</sup>

Reverse Racism: A term created and used by White people to erroneously describe the discrimination they experience when racial minorities allegedly receive preferential treatment. Propagated by segregationist and those against affirmative action, reverse racism is a form of racism that denies the existence of White privilege and assumes that White people have a superior claim to the opportunities that racial minorities earn. This term is also generally used to describe hostile behavior or prejudice directed at White people.<sup>42</sup>

Sex: Is the biological classification of male or female based on physiological and biological features. A person’s sex may differ from their gender identity.<sup>43</sup>

Structural Racism: Is the normalization and legitimization of an array of dynamics historical, cultural, institutional and interpersonal that routinely advantage Whites while producing cumulative and chronic adverse outcomes for people of color. Structural racism encompasses the entire system of White domination, diffused and infused in all aspects of society including its history, culture, politics, economics and entire social fabric. Structural racism is more difficult to locate in a particular institution because it involves the reinforcing effects of multiple institutions and cultural norms, past and present, continually reproducing old and producing new forms of racism. Structural

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<sup>40</sup> National Education Association. (2017). Racial Justice in Education. Retrieved August 05, 2020, from <https://neaedjustice.org/wp-content/uploads/2018/11/Racial-Justice-in-Education.pdf>.

<sup>41</sup> Cole, N.L. (2019). *Defining racism beyond its dictionary meaning*. ThoughtCo. Retrieved August 05, 2020, from <https://www.thoughtco.com/racism-definition-3026511>.; Pacific University Oregon. (2019). Equity, Diversity & Inclusion Glossary of Terms. Retrieved August 06, 2020, from <https://www.pacificu.edu/life-pacific/support-safety/office-equity-diversity-inclusion/glossary-terms>.

<sup>42</sup> Chang, R.S.(1999) *Disoriented. Asian Americans, law, and the nation-state*. NYU Press.; Lawrence, K., & Keleher, T. (2004). Structural racism [Conference session]. Race and Public Policy Conference. <https://www.racialequitytools.org/resourcefiles/Definitions-of%20Racism.pdf>.

<sup>43</sup> Department of Epidemiology. (2017). Equity, Diversity, and Inclusion Committee. University of Washington School of Public Health. Retrieved August 5, 2020, from <https://epi.washington.edu/sites/default/files/DEI%20Glossary%20Word.pdf>.

racism is the most profound and pervasive form of racism all other forms of racism emerge from structural racism.<sup>44</sup>

Transgender: Is an umbrella term for people whose gender identity and/or gender expression differs from their assigned sex at birth (i.e., the sex listed on their birth certificates). Transgender people may or may not choose to alter their bodies through the use of hormones and/or gender affirmation surgery. Transgender people may identify with any sexual orientation, and their sexual orientation may or may not change before, during, or after transition. Use "transgender," not "transgendered."<sup>45</sup>

Underserved Students: Are students who have not been afforded the same educational opportunities and equitable resources as some of their peers or as other students in the academic pipeline. This group of students includes low-income, minoritized, disabled, and first-generation students.<sup>46</sup>

White Immunity: Is a product of the historical development and contemporary manifestation of systematic racism and White supremacy. White immunity describes how White people are immune from disparate racial treatment and their privileges are elevated, while people of color are marginalized and denied their rights, justice, and equitable social treatment due to systematic racism. White immunity is used to engage and describe White privilege more accurately.<sup>47</sup>

White Privilege: Refers to the unquestioned and unearned set of advantages, entitlements, benefits and choices bestowed on people solely because they are White. Generally White people who experience such privilege do so without being conscious of it.<sup>48</sup>

White Supremacy: Is a historically based, institutionally perpetuated system of exploitation and oppression of continents, nations and peoples of color by White peoples

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<sup>44</sup> Department of Epidemiology. (2017). Equity, Diversity, and Inclusion Committee. University of Washington School of Public Health. Retrieved August 5, 2020, from <https://epi.washington.edu/sites/default/files/DEI%20Glossary%20Word.pdf>

<sup>45</sup> Department of Epidemiology. (2017). Equity, Diversity, and Inclusion Committee. University of Washington School of Public Health. Retrieved August 5, 2020, from <https://epi.washington.edu/sites/default/files/DEI%20Glossary%20Word.pdf>

<sup>46</sup> Bragg, D.D., Kim, E., Rubin, M.B. (2005). Academic pathways to college: Policies and practices of the fifty states to reach underserved students [Paper presentation]. Association for the Study of Higher Education Annual Meeting, Philadelphia, PA, United States.; Green, D. (2006). Historically underserved students: What we know, what we still need to know. *New Directions for Community Colleges*, 2006(135),21-28. [doi.org/10.1002/cc.244](https://doi.org/10.1002/cc.244).; Rendon, L.I. (2006). Reconceptualizing success for underserved students in higher education. National Postsecondary Education Cooperative. Retrieved August 31, 2020, from <https://vtechworks.lib.vt.edu/bitstream/handle/10919/89206/UnderservedStudentsHEduc.pdf?sequence=1>

<sup>47</sup> Cabrera, N.L. (2017). White Immunity: Working through some of the pedagogical pitfalls of "privilege." *The Journal of the National Conference on Race and Ethnicity in American Higher Education* 3,(1), 78-90.

<sup>48</sup> Department of Epidemiology. (2017). Equity, Diversity, and Inclusion Committee. University of Washington School of Public Health. Retrieved August 5, 2020, from <https://epi.washington.edu/sites/default/files/DEI%20Glossary%20Word.pdf>

and nations of the European continent; for the purpose of maintaining and defending a system of wealth, power and privilege.<sup>49</sup>

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<sup>49</sup> Department of Epidemiology. (2017). Equity, Diversity, and Inclusion Committee. University of Washington School of Public Health. Retrieved August 5, 2020, from <https://epi.washington.edu/sites/default/files/DEI%20Glossary%20Word.pdf>

*Palsgaard, et al. v. Christian, et al.*

**Exhibit F**  
**to Verified Complaint**  
**for Declaratory and**  
**Injunctive Relief**



AGREEMENT BETWEEN

STATE CENTER COMMUNITY COLLEGE DISTRICT

AND

FULL-TIME FACULTY BARGAINING UNIT  
STATE CENTER FEDERATION OF TEACHERS  
LOCAL 1533, CFT/AFT, AFL-CIO



JULY 1, 2022 – JUNE 30, 2025



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**ARTICLE 1**  
**TERM OF AGREEMENT**

This Agreement between the State Center Community College District (“District”) and the State Center Federation of Teachers, Local 1533, CFT/AFT, AFL-CIO (“Federation”) covering full-time faculty members is effective July 1, 2022 or on the date the Agreement is ratified and approved by both parties, whichever is later, and will remain in full force and effect through June 30, 2025.

**ARTICLE 2  
RECOGNITION**

The District recognizes the Federation as the sole and exclusive representative of those members of the bargaining unit enumerated in the certification of the Educational Employment Relations Board dated March 24, 1977, Case Number S-R-555, as amended, effective May 26, 1981.

Unit composition will consist of full-time temporary faculty, contract faculty and regular (tenured) faculty including full-time faculty on special assignment with the following exclusions:

- A. Employees in positions designated as management by the Board of Trustees, including the Chancellor, Vice Chancellors, , College Presidents, Vice Presidents, Deans, Associate Deans, Executive Directors, Senior Directors, Directors, and managers.
- B. All personnel compensated solely on Salary Schedule C, substitutes, both short-term and long-term.
- C. All temporary employees as defined by Education Code sections 87470, 87482, and 87612, except temporary faculty who serve at least seventy-five percent (75%) of the academic year who will be included in the full-time faculty bargaining unit.

Should the District establish a new position or reclassify an existing position, the District will meet and negotiate whether the position is a bargaining unit position. If the District and Federation cannot agree, the matter will be referred to the Public Employment Relations Board.

**ARTICLE 3**  
**EFFECT OF AGREEMENT**

It is understood and agreed that the specific provisions contained in this Agreement will prevail over District practices and procedures and over state laws to the extent permitted by state law, and that District practices, procedures, and policies will be amended within a reasonable time in accordance with the terms and conditions of this Agreement.

**ARTICLE 4**  
**SUPPORT OF AGREEMENT**

During the term of this Agreement, the District agrees not to negotiate with any other organization on matters upon which the Federation is the exclusive representative and which are within its scope of representation, nor will the District attempt to negotiate privately or individually with the members of the bargaining unit or any person not officially designated by the Federation as its representative.

The Federation agrees to negotiate only with the representatives officially designated by the District to act on its behalf and agrees neither the Federation, its members, or agents will attempt to negotiate privately or individually with the Board, an individual Board member, or any person not officially designated by the Board as its representative.



**ARTICLE 5  
WAIVER OF BARGAINING**

Section 1. WAIVER:

- A. This Agreement will constitute the full and complete commitment between both parties and will supersede all previous agreements between the parties, both oral and written. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement. The Federation acknowledges that during negotiations which preceded this Agreement, (the Federation) had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- B. Except as otherwise specified in this Agreement, the Federation and the District agree that for the life of this Agreement neither party will be obligated to negotiate collectively with respect to any subject or matter, and the District and the Federation expressly waive and relinquish the right to bargain collectively on any subject or matter:
1. Whether or not specifically referred to or covered in this Agreement;
  2. Even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated and signed this Agreement;
  3. Even though during negotiations the subjects or matters were proposed and later withdrawn;

Unless there is mutual agreement by both parties to reopen negotiations on those specific subjects or matters.

It is understood and agreed that the specific provisions contained in this Agreement will prevail over District practices and procedures and over state laws to the extent permitted by state law, and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the District.

Section 2. BEGINNING NEGOTIATIONS:

The District and Federation agree that except as expressly set forth herein, this contract will not be subject to reopening on any item for the duration of the Agreement or unless mutually agreed to in writing by both parties. Neither party is obligated to agree to reopen this contract except as stated herein, and any agreement to reopen this contract must be signed in writing by the parties. The contract will run through June 30, 2025. Initial proposals for a successor contract will not be presented earlier than July 1, 2024.

**ARTICLE 6**  
**SEVERABILITY AND SAVINGS**

If any provision of this Agreement is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision will be inoperative, but all other provisions will not be affected thereby and will continue in full force and effect.

Any such provision held invalid or inoperative will be renegotiated upon written request of either party to this Agreement.

**ARTICLE 7**  
**MAINTENANCE OF OPERATIONS**

The Federation agrees that neither the Federation, nor any person officially acting in its behalf, will cause, authorize, engage in, sanction, or, take part in a strike, a concerted failure to report for duty, or other similar action against the District. In consideration thereof, the District agrees there will be no lockout of unit members.

**ARTICLE 8  
PAST PRACTICES**

The District is not bound by any past practices of the District or understandings with any employee unless such past practices or understandings are specifically stated in this Agreement.

**ARTICLE 9  
FEDERATION RIGHTS**

Section 1. PUBLIC INFORMATION:

The Federation will be provided, upon written request, with materials and data that are available to the public. The Federation will pay reasonable photocopying costs for documents requested pursuant to this section.

Section 2. BOARD POLICIES/ADMINISTRATIVE REGULATIONS:

The District will provide the Federation with the State Center Community College District Policies and Regulations. During the term of this Agreement, the District will notify the Federation of any changes, additions, alterations, or deletions to the electronic version of the District policies and regulations, providing that the electronic version is the official set of District policies and regulations. It is understood that said policies and regulations are maintained on the publicly accessible website of the District.

Section 3. NEW EMPLOYEE ORIENTATION:

Orientation of newly hired public employees includes an onboarding process in which employees, whether in person, online or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment related matters, and a new Employee Orientation (NEO) meeting.

The District will provide the Federation access to its NEO meeting, and the Federation will receive not less than ten (10) days-notice in advance of any District or College NEO meetings.

During NEO, the Federation will be entitled a five (5) to ten (10) minute period scheduled on the orientation agenda, as well as one (1) thirty (30) minute period for the Federation to meet with new hires, immediately after the NEO meeting set by the District.

The District will provide the Federation with the numbers of new employees who will be attending the NEO no less than ten (10) business days prior to the NEO, so that the Federation can prepare to provide each new member with information about the Federation and its benefits.

Section 4. EMPLOYEE LISTS:

The District will provide the Federation with the names, addresses, and telephone numbers of unit members at intervals not to exceed twice per year upon the Federation's written request. Additional newly hired unit members' names, addresses, and telephone numbers will be furnished as hired during the year. The District is not obliged to release addresses and/or telephone numbers of unit members who have designated in writing to the District that such information remain confidential.

Section 5. FEDERATION OFFICIALS:

The Federation will furnish annually, and update as required, a list of all officials and

representatives authorized to act on the Federation's behalf. The list will show the name and the title of these officials. The District is obligated to recognize or allow reasonable access to any work location by any Federation official or representative when they appear on the official list submitted, subject to the following limitation:

Authorized Federation officials and representatives will be allowed work location access to unit members only when unit members are not engaged in classroom or other assigned responsibilities.

Section 6. MAILBOX USAGE:

- A. Duly authorized communications may be placed by the Federation in the mailboxes of unit members. Such communications must be dated and bear Federation identification as the distributor. The Federation agrees to use the District's mail service in compliance with California Education Code section 7054 (Political Activities).
  
- B. The Federation will be permitted reasonable use of the District's email system with the following conditions:
  - 1. Only the Federation President or designee may send emails to unit members.
  - 2. Emails will only be sent and read during times that do not impact or disrupt District time.
  - 3. Only emails regarding the following may be sent:
    - a. Negotiation updates
    - b. Federation meetings / announcements / events
    - c. Periodic Federation newsletters
    - d. Surveys regarding District matters
  - 4. Emails regarding political activities may not be sent.
  - 5. Prior approval must be received from the Vice Chancellor, Human Resources, or designee, on emails not listed in subsection 3 above.
  - 6. If abuse is suspected, the District and the Federation will meet in efforts to resolve the matter. The District reserves the right to discontinue the Federation's use of the District's email system. If the District exercises this right, they must provide written notice to the Federation thirty (30) calendar days prior to the effective date.

Section 7. BULLETIN BOARD USAGE:

Duly authorized communications may be placed by the Federation on the bulletin boards of each

college. Such communications must be dated and bear Federation identification as the distributor. Reasonable space and time limitations may be invoked by the District when necessary.

Section 8. EQUIPMENT USAGE:

The Federation will pay for its own supplies whenever the use of District equipment is approved for producing Federation materials. The Federation will pay a reasonable fee for such use. The fee will be set by the college administration and will represent the cost to the District, including staff time and maintenance. The District requirements will, at all times, have priority over that of the Federation.

Section 9. FACILITIES USAGE:

Upon advance request, and with approval, the Federation will be granted the use of facilities, depending upon availability of space.

Section 10. POSTAGE MACHINE:

The Federation will not be granted the use of the District postage machine.

Section 11. TELEPHONE USAGE:

The Federation will not cause any long distance telephone or any other charges to be billed to the District.

Section 12. DUES AND DEDUCTIONS:

- A. The Federation is solely responsible for distributing to, and collecting from, employees the dues deduction authorization forms. Employees will submit requests to start or stop dues deductions directly to the Federation and not to the District. The Federation is responsible for maintaining the dues deduction forms from individual employees. Questions regarding Federation membership, dues amounts, and payroll deductions must be directed to the Federation and not the District.
- B. The District will deduct in uniform amounts from the pay of each Federation member and pay to the Federation the normal and regular monthly Federation membership dues as voluntarily authorized, in writing, by the Federation member.
- C. The Federation will provide the District by the first day of each month, a list of Federation members who have provided written authorization for payroll dues deductions to the Federation (“Dues Deduction List”). The Federation will identify new and continuing Federation members in the monthly Dues Deduction List (in Excel format), including the employee’s name, employee ID number or last 4 digits of employee social security number, and full-time or part-time status, noting any specific changes from the last list previously provided to the District. The Federation will also certify to the District, in each submitted Dues Deduction List, that the contents are accurate and that it has and will maintain individual employee written authorizations for payroll dues deductions to the Federation. The Federation

will also immediately notify the District of any Federation member validly cancelling or revoking a dues deduction authorization, and will provide the District within five (5) business days an updated Dues Deduction List reflecting that cancellation or revocation. By complying with these standards, the Federation will not be required to submit a copy of each individual employee's written authorization for the payroll dues deductions to be effective, unless a genuine dispute arises about the existence or terms of the written authorizations(s).

- D. The District will not be obligated to put into effect any new, changed, or discontinued deduction unless the change is in the District payroll office prior to the tenth (10th) of the month. The District will implement the change in the next pay cycle after the District receives the notification. The Federation will provide the District with a copy of the notification of the change which has been sent to all concerned employees.
- E. Dues will be deducted from warrants for each month of the twelve (12) month fiscal year.
- F. Indemnification of the District

The Federation will indemnify and hold the District harmless for any and all claims, demands, or suits, or other action arising from the organizational security provisions contained herein, including claims for deductions made in reliance on the Federation's representations and certifications regarding valid employee written dues deduction authorizations.

#### Section 13. FEDERATION/DISTRICT CONSULTATION:

The parties agree that communication involving employer-employee relations, may be facilitated by consultation meetings. Either party may request a consultation meeting where they believe a resolution of a problem or problems may be feasible. The party requesting such a meeting will, in writing, submit an agenda with sufficient detail to allow an understanding of the problem to be discussed or resolved and the date, place, and time requested. The receiving party will, within five (5) work days, notify the requesting party of agreement as requested or at another date, time or place mutually agreed upon to the meeting. Meetings will be held during Federation members' nonworking hours. Neither party will have more than three (3) representatives at any such meeting unless mutually agreed to prior to the meeting. These meetings are not intended to bypass the Grievance Procedure and will not constitute any invitation to renegotiate any provisions of the Agreement.

#### Definition:

Consult will mean that the District or Federation will seek advice, opinions, and/or information from the other party regarding items listed above. The District will give the Federation reasonable time to consider such items.

#### Section 14. FEDERATION ADVISEMENT:

- A. The Federation has the right to consult on the definition of educational objectives, institutional direction or purpose, and the determination of the content of courses and curriculum.



- B. To provide for the consultation process, the following channels may be used:
1. The Federation will have the right to add a representative to the following committees:
    - i. Educational Coordinating and Planning (ECPC);
    - ii. Equal Employment Opportunity (EEO);
    - iii. Curriculum and Instruction.
  2. The Federation/District Consultation process (Article 9, Section 13) may be used by either party to discuss the subject areas covered under Section 14A of this article.
  3. Other committees to which appointments by the Federation can be made will be determined only through mutual agreement between the Federation and the College President.

Section 15. RELEASED TIME:

A. For Federation Officers

1. The District agrees to provide the Federation released time of the equivalent of two and six tenths (2.60) FTE for the conduct of Federation activities.
2. Such released time will be agreed to and scheduled prior to the beginning of each semester according to the following:
  - a. A unit member may be released one (1) FTE per year except in cases where the College President determines that such release would have a significant adverse impact upon a college program.
  - b. Such allocation will be based on whole courses.
  - c. Such two (2) FTE released time will be calculated based on the District load policy.
  - d. All released time will be reimbursed to the District by the Federation based upon Salary Schedule B1 Lecture, Class IV, Step 4.
3. The cost of the one and ninety-five hundredths (1.95) FTE and any additional overages will be billed to the Federation monthly dues payments by the District at the end of the fiscal year for actual time used. The District will be responsible for only the amount of up to sixty-five hundredths (0.65) FTE which will be utilized before the Federation is charged.
4. The Federation will provide the Chief Human Resources Officer with a list of

officers and associated released time for the academic year three (3) weeks prior to the beginning of the academic year.

- B. For Federation Executive Council Members' or Delegates' Attendance at Conferences and Seminars
1. The District agrees to grant to the Federation Executive Council members or delegates released time for attendance at conferences and seminars pertaining to labor relations activities. No District payment will be made for travel, rooms, meals or related expenses.
  2. Such released time will be requested to the Chief Human Resources Officer or designee, whenever possible, two (2) weeks or more in advance of such conference or seminar with a copy to the unit member's immediate supervisor;
  3. Such released time cumulatively will not exceed one hundred and fifty (150) teaching hours during any fiscal year, and no one (1) member will exceed one-fifth of the total days;
  4. All such released time over fifty (50) teaching hours will be reimbursed to the District by the Federation based upon Governing Board Policies, Salary Schedule B1, Class IV, Step 4.
- C. For Negotiations
1. A maximum of three (3) (or the same number as the District's team, whichever is greater) authorized unit members of the Federation Bargaining Committee will be released from their regular work duties, with pay, if negotiation meetings with management are scheduled during the working hours of the unit members involved.
  2. The District may, where required, provide substitutes for such classes as may be missed by these three (3) unit members (or the same number as the District's team, whichever is greater).
- D. For Member Representation
1. The Federation Vice President for Member Rights at each college will be released from their regular work duties, with pay, if grievance resolution meetings are scheduled with management during the working hours of the Federation Vice President involved. The parties will seek to schedule grievance resolution meetings at times when the Federation Vice President is not assigned to classes.
  2. A reasonable number, not exceeding five (5) unit members within the District of the Grievance Committee, will be released from their regular work duties with pay, when assisting members in grievance resolution meetings which are scheduled with management during the working hours of the Grievance Committee member involved.

**ARTICLE 10  
MANAGEMENT RIGHTS**

Section 1.

The Federation recognizes and agrees that the exercise of the express and implied legal powers, rights, duties, and responsibilities by the Board, e.g., the adoption of policies, rules, regulations, and practices in furtherance of these powers, and the use of judgment and discretion in connection therewith will be limited only by the specific and express terms of this Agreement.

Section 2.

The Federation recognizes and agrees that the District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement in case of emergency. An "emergency" is considered an Act of God, a natural disaster, or other dire interruption of the District program. Where an emergency is declared, the District will immediately notify and consult with the Federation. The Federation agrees it will abide by such emergency decisions of the Board during the time of the declared emergency.

Section 3.

The District agrees that in regard to a declared emergency and decisions made therein, the Federation will have the right to subject such declaration and decisions made therein to the provisions of the Grievance Procedure, Article 20.

## **ARTICLE 11 SAFETY**

### Section 1. SAFE EDUCATIONAL AND WORK ENVIRONMENT:

The District will provide a safe educational and work environment for all students and employees. The District will comply with all workplace health and safety regulations, including the California Occupational Safety and Health Regulations and guidelines of CAL OSHA. The Federation and its unit members may also bring to the attention of the District health, safety, and security guidelines from other regulatory agencies that govern employee health, safety, and security whereupon the District and the Federation will engage in consultation. Responsibility for the maintenance of safe procedures and practices is also that of the unit member, which includes each unit member attending all scheduled District and College safety training sessions which are related to their assignments, or as determined to be mandatory as required by law or regulation.

### Section 2. SAFETY COMMITTEE:

The Districtwide Facilities and Safety Committee (DWFSC), in addition to campus safety committees, will review and may make recommendations in line with established governance processes regarding health, safety, sanitation, and security concerns.

### Section 3. REPORTING VIOLATIONS:

- A. Unit members are required to report safety concerns that they observe to their supervisor, the DWFSC, the campus safety committee, or the Director of Environmental Health & Safety. Unit members may also submit an online work order for health and safety issues, which will allow the member to track the progress and view the status of any actions taken.
- B. When the District receives a written report of unsafe condition which poses a serious and immediate threat to the health or safety of any unit member, the District will investigate the allegations, take appropriate actions in a timely manner, as required by law, and if the matter involves a student temporarily removed from the classroom, contact the member to advise of the date the student is cleared to return to class.
- C. The individual bargaining unit member forwarding a written report of an unsafe condition may request information relating to action(s) taken as a result of their report pursuant to the California Public Records Act.

### Section 4. SAFETY REPORTS:

Each year the District is required by OSHA to post a summary of work-related injuries/illnesses for the prior year using OSHA Form 300A. Copies are posted at all District sites and may be requested, as required by the California Public Records Act, from the office of the Vice Chancellor, Finance & Administration. The Clery Act requires that the District post an annual security report. This report is available on the homepage of the District and College websites.

**ARTICLE 12**  
**HOURS, WORKLOAD, CLASS SIZE**

Section 1. WORK WEEK:

- A. All contract/regular and full-time temporary faculty, including special assignment faculty (Article 12 Section 1(B)-2(G)), will provide a full professional work week of forty (40) hours per week. Of the forty (40) hour work week, an average of five (5) hours per week will be dedicated to extracurricular involvement (unassigned time) in district governance and service to the campus and District.
  
- B. Full-time instructional and noninstructional faculty may agree to teach classes and/or perform services in addition to their full-time assignment. In such cases, compensation will be in accordance with the salary schedule for full-time faculty overload. Full-time faculty are limited in overload assignments to not more than forty percent (40%) of a full-time assignment per semester, not to exceed six (6) LHE. Short-term not-for-credit classes will not count as part of instructor load, but will be limited to forty (40) hours maximum per semester without the College President's approval. All overload assignments will require prior approval from the appropriate administrator.
  
- C. All faculty, both instructional and noninstructional, are responsible for attending assigned meetings, including all meetings called by administration, on any day and in the modality scheduled.

Section 2. FACULTY ASSIGNMENTS:

A. Instructional Faculty

- 1. All full-time instructors will be assigned the equivalent of fourteen (14) to sixteen (16) lecture hours equivalent (LHE) per week. This may be adjusted to twelve (12) to eighteen (18) (LHE) in individual instances by mutual agreement. Teaching loads will be balanced over a two (2) semester period to achieve the equivalent of twenty-nine (29) to thirty-one (31) lecture hours per year, with every reasonable effort made to assign thirty (30) LHE per academic year. In the event that an instructor is assigned more than thirty (30) LHE in an academic year the instructor will be paid on Schedule B for LHE's in excess of thirty (30).
  - a. Teaching assignments will be scheduled within a daily span of time of nine (9) hours or less. If deemed appropriate by management, exceptions may be allowed when the canceling of a course(s) in an instructor's assignment makes lengthening the span necessary to provide a full load. All other exceptions may be made only by mutual agreement with the instructor.
  
  - b. At least fifty percent (50%) of a full-time instructor's teaching assignment must be onsite with no more than fifty percent (50%) of their teaching

assignment performed via a virtual medium. The expectation is that a full-time instructor's assignment will include onsite teaching/service and that a faculty member will not be assigned a 100% online assignment. Exceptions may be approved by the College President.

- c. Instructional faculty are required to complete at least twenty (20) hours weekly (office hours and student contact hours in lecture or laboratory class).

## 2. Office Hours:

- a. All instructional faculty are required to hold five (5) office hours per week unless those office hours cause the unit member to exceed twenty-two (22) contact hours (Schedule A teaching hours plus office hours). In such cases, office hours will be reduced to four (4) hours per week. Contact hours resulting from overload will not be counted towards the total of twenty-two (22) contact hours.
- b. At least one (1) office hour will be scheduled by unit members on each day they do not have classes scheduled on campus. All office hours will be posted conspicuously for students as well as identified on all course syllabi and the learning management system.
- c. Office hours may be scheduled any time beginning two (2) hours before or two (2) hours after the unit member's scheduled classes for the day, except that office hours may not be scheduled before 7:00 AM or after 9:00 PM. Office hours may be scheduled outside of this window with the approval of the appropriate administrator.

The time requirement for office hours will be calculated the same way that classroom instruction contact hours are calculated. See Table 12.1. The unit member must schedule office hour sessions in blocks corresponding to the allowed session minute blocks shown in the table. The sum of the unit member's scheduled office hours for the week must total at least five (5) (four (4) for unit members under Section (2)(a)) contact hours, with no scheduled office-hour session being less than fifty (50) minutes. Exceptions may be approved by the appropriate administrator.

Table 12.1

Office Hour Session Minutes	Equivalent Office Hour Contact Hours	Office Hour Session Minutes	Equivalent Office Hour Contact Hours
50	1.0	185	3.3
65	1.3	190	3.4
70	1.4	195	3.5
75	1.5	200	3.6
80	1.6	205	3.7
85	1.7	210	3.8
90	1.8	215	3.9
95	1.9	230	4.0

110	2.0	245	4.3
125	2.3	250	4.4
130	2.4	255	4.5
135	2.5	260	4.6
140	2.6	265	4.7
145	2.7	270	4.8
150	2.8	275	4.9
155	2.9	290	5.0
170	3.0		

One (1) virtual office hour per week may be performed via an interactive medium which is identified in all course syllabi and on the appropriate learning management system at the start of each term. The day and time of the virtual office hour must be approved in advance by the supervisor. Instructors teaching sections which are more than fifty percent (50%) online will have one (1) virtual office hour scheduled via an interactive medium, i.e., learning management system, or video conferencing service. Office/personal conference calls are not acceptable as an “interactive medium”. In addition, the unit member will clearly state on the schedule card details of how to contact the unit member during the virtual office hour. Consistent with the requirements for virtual office hours above, unit member’s approved for more than a 50% online assignment in a given semester, may hold a second virtual office hour for that semester.

The office hour obligation for instructional faculty, whose teaching assignment has been reduced due to reassigned or released time or a reduced load contract, will be reduced by the same proportion as the amount of reassigned or released time or reduction in load. The proration for these special assignments will be based on assigned instructional LHE, rounded to the nearest whole or half hour, instead of assigned contact hours as stated below.

Examples: For the purpose of simplifying the computation of the office hour obligation of an instructor with released time, reassigned time or reduction in load, the twenty (20) hour assignment will be treated as fifteen (15) LHE and five (5) office hours.

1. An instructor with one hundred percent (100%) released or reassigned time, and therefore zero (0) LHE of instructional assignments has no office hour requirement.
2. An instructor with sixty percent (60%) released or reassigned time, and therefore a minimum six (6) LHE of instructional assignments has a two (2) hour office hour requirement computed as  $(6/15) \times 5 = 0.43 \times 5 = 2$  office hours.
3. An instructor with a fifty percent (50%) reduced load, and therefore a minimum of seven and one-half (7.5) LHE instructional assignments has a 2.5 hour office hour requirement computed as  $(7.5/15) \times 5 - 0.5 \times 5 = 2.5$  office hours.

Unit members may reschedule a scheduled office hour, always being mindful of student needs when rescheduling office hours.

The unit member will, not later than the day prior, inform their immediate supervisor of the need to reschedule the office hour and publish the rescheduled office hour conspicuously as well as notify students through email.

The rescheduling of an office hour may not exceed more than one (1) day in any full five (5) day work week period. Exceptions warranted by special circumstances may be authorized by the unit member's immediate supervisor or their designee.

B. Special Assignment: Counselors

1. The basic work year of the counseling faculty will consist of the same number of duty days assigned to the full-time instructional faculty.
2. The number of additional days, if any, to be worked by each counselor on an extended- contract basis will be determined by management.
3. Of the forty (40) hour work week, thirty-five (35) hours will be assigned duties which may include teaching responsibilities, office hours (if teaching) meetings, staff development activities, faculty consultations, and/or other professionally related activities as authorized and/or directed by the administration. Assignments will be consistent with the approved statements of duties and responsibilities for each position. Work assigned beyond the assigned duty days as provided in the faculty member's contract for the year, will be considered overload and the faculty member will be compensated per the appropriate salary schedule in Exhibit A of this agreement.
4. Counselors who have teaching responsibilities as part of their contract assignments will have the thirty-five (35) hours of assigned duty time reduced by the number of hours equivalent to the percentage of load that equals the instructional assignment. For example: A three (3) LHE class equates to twenty percent (20%) of a full-time (15 LHE) instructional load ( $3 \text{ LHE} / 15 \text{ LHE} = 20\%$ ). Since 20% of the Counselor's load has been reassigned, only 80% of the full-time load remains to be assigned, which equates to twenty-eight (28) hours ( $35 \text{ hours} \times 80\% = 28 \text{ hours}$ ).
5. No later than the last day of the Spring semester, unit members will submit their annual proposed duty-day calendar for the subsequent fiscal/academic year. Duty days and hours will be assigned by management after consultation between the counselor and the administration.
6. At least fifty percent (50%) of a full-time counselor's assignment must be onsite with no more than fifty percent (50%) of their assignment performed via a virtual medium. The expectation is that counselor's assignment will include onsite teaching/service and that a faculty member will not be assigned a 100% online/remote assignment. Exceptions may be approved by the College President.

C. Special Assignment: Librarians:



1. The basic work year of the library faculty will consist of the same number of duty days assigned to the full-time instructional faculty.
2. The number of additional days, if any, to be worked by each librarian on an extended contract basis will be determined by management.
3. Of the forty (40) hour work week, thirty-five (35) hours will be assigned duties which may include teaching responsibilities, office hours (if teaching), meetings, staff development activities, and/or other professionally related activities as authorized and/or directed by the administration. Work assigned beyond the assigned duty days as provided in the faculty member's contract for the year, will be considered overload and the faculty member will be compensated per the appropriate salary schedule in Exhibit A of this agreement.
4. Librarians who have teaching responsibilities as part of their contract assignments will have the thirty-five (35) hours of assigned duty time reduced by the number of hours equivalent to the percentage of load that equals the instructional assignment. For example: A three (3) LHE class equates to twenty percent (20%) of a full-time (15 LHE) instructional load ( $3 \text{ LHE} / 15 \text{ LHE} = 20\%$ ). Since 20% of the Librarian's load has been reassigned, only 80% of the full-time load remains to be assigned, which equates to twenty-eight (28) hours ( $35 \text{ hours} \times 80\% = 28 \text{ hours}$ ).
5. No later than the last day of the Spring semester, unit members will submit their annual proposed duty-day calendar for the subsequent fiscal/academic year. Duty days and hours will be assigned by management after consultation between the librarian and the administration.
6. At least fifty percent (50%) of a full-time librarian's assignment must be onsite with no more than fifty percent (50%) of their assignment performed via a virtual medium. The expectation is that Librarian's assignment will include onsite teaching/service and that a faculty member will not be assigned a 100% online/remote assignment. Exceptions may be approved by the College President.

D. Special Assignment: College Nurses:

1. The basic work year of the college nursing faculty will consist of the same number of duty days assigned to the full-time instructional faculty.
2. The number of additional days, if any, to be worked by each college nurse on an extended contract basis will be determined by management.
3. The Of the forty (40) hour work week, thirty-five (35) hours will be assigned nursing duties, office hours (if teaching), meetings, staff development activities, and other appropriate professional activities as authorized and/or directed by management. Work assigned beyond the assigned duty days as provided in the faculty member's contract for the year, will be considered overload and the faculty member will be compensated per the appropriate salary schedule in Exhibit A of this agreement.

4. No later than the last day of the Spring semester, unit members will submit their annual proposed duty-day calendar for the subsequent fiscal/academic year. Duty days and hours will be assigned by management after consultation between the college nurse and the administration.
5. The expectation is that College Nurse's assignment will include onsite teaching/service and that a faculty member will not be assigned a 100% online/remote assignment. Exceptions may be approved by the College President.

E. Special Assignment: Faculty Coordinators:

1. It is acknowledged by the Federation and the District that faculty coordinators are part of the bargaining unit. Faculty coordinators are unit members who assist in specific programs but are not considered management employees and perform no significant responsibilities for formulating district policies and administering district programs.
2. The basic work year of the faculty coordinators will consist of the same number of duty days assigned to the full-time instructional faculty.
3. The number of additional days, if any, to be worked by each faculty coordinator on an extended-contract basis will be determined by management.
4. Of the forty (40) hour work week, includes thirty-five (35) hours will be assigned duties which may include teaching responsibilities, office hours (if teaching), meetings, staff development activities and/or other professionally related activities as authorized and/or directed by the administration. Work assigned beyond the assigned duty days as provided in the faculty member's contract for the year, will be considered overload and the faculty member will be compensated per the appropriate salary schedule in Exhibit A of this agreement.
5. Faculty coordinators who have instructional responsibilities as part of their contract assignments will have the thirty-five (35) hours of assigned duty time reduced by the number of hours equivalent to the percentage of load that equals the instructional assignment. For example: A three (3) LHE class equates to twenty percent (20%) of a full-time (15 LHE) instructional load ( $3 \text{ LHE} / 15 \text{ LHE} = 20\%$ ). Since 20% of the Coordinator's load has been reassigned, only 80% of the full-time load remains to be assigned, which equates to twenty-eight (28) hours ( $35 \text{ hours} \times 80\% = 28 \text{ hours}$ ).
6. No later than the last day of the Spring semester, unit members will submit their annual proposed duty-day calendar for the subsequent fiscal/academic year. Duty days and hours will be assigned by management after consultation between the faculty coordinator and the administration.
7. At least fifty percent (50%) of a full-time faculty coordinator's teaching assignment must be onsite with no more than fifty percent (50%) of their coordinator assignment

performed via a virtual medium. The expectation is that faculty coordinator's assignment will include onsite teaching/service and that a faculty member will not be assigned a 100% online/remote assignment. Exceptions may be approved by the College President.

Section 3. PROFESSIONAL OBLIGATION:

Each faculty member acknowledges that their primary employment obligation is to the District/College and that any employment that a faculty member has outside of the District/College will not interfere or take precedence over an assignment made by the District/College.

Section 4. DISTRICT POLICY:

District policy, practices, and regulations in respect to class size, hours, and workload not specifically modified herein, will not be changed by the District without agreement with the Federation.

Section 5. NEW PRACTICES:

New practices within the scope of bargaining will not be initiated which are inconsistent with present District policy, practices, and regulations, or with this Agreement.

Section 6. LECTURE HOUR EQUIVALENTS FOR LARGE GROUP INSTRUCTION:

Lecture hour equivalent (LHE) value for Large Group Instruction classes as follows (to be computed on the first (1st) census week enrollment):

<u>Number of Students</u>	<u>Lecture Hour Equivalents</u>
Normal Class Size $\leq$ 50	1.0
51 - 65	1.2
66 - 75	1.4
76 - 85	1.5
86 - 100	1.6
101 - 120	1.8
121 - 140	1.9
141 - 175	2.1
176 - 215	2.3
216 - 260	2.5
261 - 310	2.7

The above figures apply to laboratory classes, except that the LHE figures will be multiplied by seventy-five hundredths (0.75).

All sections will be assigned by management, including Large Group Instruction, with the consideration and collaboration with the full-time unit member. In instances in which a unit

member chooses to enroll students that results in a class enrollment that exceeds fifty (50) students at census (LGI), the unit member must get prior approval from the appropriate administrator in order to be compensated.

The first (1st) census week enrollment reflects all new registrations, additions, and drops that are returned to the admissions and records offices by the end of the Friday that precedes Monday of the first (1st) census week; this Friday could be the thirteenth (13th), fourteenth (14th) or fifteenth (15th) day of the semester.

#### Section 7. FACULTY LOAD (LHE) FOR ASSIGNED CLASSES:

All assigned classes which generate FTES will be included in determining faculty load (LHE); however, LHE will be prorated for those classes to which a unit member is assigned for less than the full duration of the class.

#### Section 8. CALENDAR:

Duty days will be one hundred seventy-eight (178) in each academic year for all instructional faculty, including Department Chairs, and one hundred seventy-eight (178) in each fiscal year for special assignment faculty, Duty days will start on the Wednesday immediately preceding the start of each primary Fall semester and the Thursday immediately preceding the Spring semester.

Spring Break will be non-duty days for all instructional faculty.

All unit members will attend meetings called by the College President, Vice President, Dean, Director or department chairperson on duty days prior to the beginning of instruction each semester.

One (1) flexible schedule day will be provided at the beginning of each semester, unless the District and the Senates mutually agree otherwise. Unit members may request to reschedule a “flex day” at a time other than the date at the beginning of the fall and spring semester(s) for a specific educationally related activity which is beneficial to the education of students, providing such alternate schedule is management approved and within the normal travel and conference budget expenses. Any approved rescheduled “flex day” must occur within the fiscal year (Title 5, Section 55720a) from which it was rescheduled and must be outside of the individual unit member’s regular contract and overload teaching schedule as assigned. Weekday evenings and/or weekend days are permissible. Evening and/or weekend assigned time cannot be counted. Unit members scheduling alternate flex day activities are responsible for the reporting requirements required in regulation.

#### Section 9. LABORATORY HOUR EQUIVALENTS:

The District will assign seventy-five hundredths (0.75) lecture hour to each laboratory class.

#### Section 10. SPECIAL COURSES:

The Federation recognizes the District's right and responsibility to offer experimental courses. It is understood that sections of such courses may be offered with fewer students required than the normal class size minimum.

It is further understood that such sections as well as courses necessary for students to complete majors and sequences may be offered with fewer students required than the normal class size minimum.

Section 11. CANCELLATION OF COURSES:

All contracts and/or "employment notices" will be approved and provided to unit members by the Chief Human Resources Officer or designee.

If sections of courses are canceled, it is the District's responsibility to provide a full assignment as defined in Article 12, Sections 1 and 2.

Section 12. REASSIGNED TIME

- A. Reassigned time is the temporary modification of the current assignment of a full-time faculty member for a specified amount of time.
- B. The person reassigned retains their original status-under the specified discipline they were originally hired; but will assume other responsibilities temporarily. Examples: Accreditation Coordinator, Student Learning Outcomes Coordinator, Pathways Coordinator, Academic Senate.
- C. Temporary Reassigned time may be requested by a faculty member or administrator.
- D. Temporary Reassigned Time/Reassignment must be mutually agreed upon by faculty and administration.
- E. Length of Temporary Assignment must be mutually agreed upon by faculty and administration.
- F. Approval of temporary reassigned time is decided by administration.

Section 13: DEPARTMENT CHAIR REASSIGNED TIME:

A. Reassigned Time:

- 1. Effective with the 2018-19 academic year, unit members who are serving as department chairs will be given reassigned time per academic year according to the following table based on the FTEF of the previous academic year:

FTEF/year	REASSIGNED TIME (in FTE)
$0 < \text{FTEF} \leq 50$	0.2
$50 < \text{FTEF} \leq 75$	0.3
$75 < \text{FTEF} \leq 100$	0.4
$100 < \text{FTEF} \leq 125$	0.5

FTEF >125	<u>0.6</u>
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For example, consider a department that consists of biology, chemistry, geology and physics. Below is the table of the FTEF for this department.

Discipline	Fall FTEF	Spring FTEF	Total FTEF
Biology	10.5	11.0	21.5
Chemistry	8.0	8.5	16.5
Geology	1.0	1.0	2.0
Physics	5.5	5.5	11.0
TOTAL			51.0

In this example, the department is at fifty-one (51.0) total FTEF, placing this department into the 0.3 Department Chair Reassigned Time category.

2. In cases where the College determines, in its sole discretion, that such reassignment would have a significant adverse impact upon a college program, the department chair will be compensated on Salary Schedule B.

In such cases, the unit member has the right to refuse the assignment of department chair.

3. The District reserves the right, in its sole discretion, to remove a unit member as department chair at any time.

#### B. DUTIES:

1. A department chair will:
  - a. Attend and participate in regular and special meetings of department chairs as organized by the Office of the President, Office of Instruction, and/or Office of Student Services, as appropriate.
  - b. Assist with the implementation of academic processes and procedures, including course substitution petitions, credit by exam, prerequisite challenges, and academic (“new faculty”) position requests.
  - c. Act as a liaison between the division Dean and the department faculty.
  - d. Assist in the development and continuing review and evaluation of departmental curriculum and programs in collaboration with the department faculty. This includes:
    - i. coordination of the regular submission of program review reports
      1. In the course of facilitating the completion of program review reports, if the department contains a program that does not have a full-time unit member, the chair will work with the appropriate administrator to identify a unit member (either full-time or part-time) to develop the report on behalf of the program.
    - ii. coordination of the regular assessment, compilation, evaluation, and

- report of course and program student learning outcomes conducted by all full-time department faculty.
  - iii. coordination of the review and revision of course outlines at least once every five (5) years.
  - iv. collaboration with program advisory committees, as appropriate.
  - e. Chair department meetings on dates and at times not in conflict with any instructional duties of faculty.
  - f. Prepare and post department meeting agendas and/or notes/minutes to a common repository accessible by all department members.
  - g. Assist in the coordination of the orientation and evaluation of full-time and part-time unit members in matters related to instruction and institutional practices, protocols, and procedures.
  - h. Advise unit members regarding the recruitment and evaluation procedures.
  - i. Coordinate the department response to class schedules recommended by administration.
  - j. Coordinate department recommendations.
- C. Annual Review – The appropriate administrator will meet with the department chair at least once each academic year to review the performance of the department chair in their duties and responsibilities as department chair. This review will not be a part of the unit member’s evaluation process per Article 13, Section 2, nor will it be included in the unit member’s personnel file. This section is not subject to the grievance provisions of this contract.

Section 14. REASSIGNED TIME FOR ACADEMIC SENATE:

A. Reassigned Time:

The District agrees to provide the Academic Senates at each college reassigned time of the equivalent of two (2.0) FTE each for the conduct of academic senate activities as follows: (1) perform academic senate duties and responsibilities, (2) direct, coordinate or participate on academic senate subcommittees or on campus or district committees to which the senate has member appointment rights or programs. Such reassigned time will be agreed to and scheduled prior to the beginning of each semester.

B. Duties:

A unit member may be reassigned to perform faculty senate duties described above except in cases when the College President determines that such reassigned time would have a significant adverse impact upon the college program. The reassigned time in addition to a unit member’s regular assignment will equal a full-time assignment.

Section 15. COMPENSATION FOR COMPLETION OF PROGRAM REVIEW REPORT OUTSIDE OF UNIT MEMBER’S DISCIPLINE

- A. A unit member identified to develop the program review report on behalf of a program that

does not have a full-time unit member will be compensated for hours spent completing the report up to a maximum of ten (10) hours logged on the appropriate timesheet (Appendix C) at the unit member's Schedule B lab rate. For unit members completing a program review for the first time outside of their discipline, they will be compensated for hours spent completing the program review up to a maximum of fifteen (15) hours logged on the appropriate timesheet (Appendix C) at the unit member's Schedule B lab rate. Payment will be made the next pay date after the completed report is submitted to the District Payroll department.

Section 16. ASSIGNMENT:

- A. Assignment to more than one (1) location within a college will be at the discretion of the District and will take into consideration any aspects related to the assignment, such as necessary travel time between locations. However, unit members, including special assignment faculty, will be entitled to consultation with the immediate supervisor regarding their assignment.
- B. Mileage to multiple locations on the same day will be paid according to the following formula: (Total round trip mileage) – (Round trip mileage from unit member's home to primary campus)
  - 1. Total round trip is defined as the total mileage from the unit member's home to the first campus, from the first campus to the second campus and from the second campus to the unit member's home.
  - 2. Primary campus is defined as the campus where the majority of the contract load is scheduled or, in the case of non-majority, the campus where the unit member was hired.



**ARTICLE 13  
EVALUATION OF FACULTY**

Section 1. DEFINITIONS:

- A. Contract/Tenure Track (California Education Code Sections 87601, 87602)
- B. Regular (Tenured) (California Education Code Sections 87601, 87602)
- C. Temporary (grant and categorically funded and one-semester and one-year temporary) (California Education Code Sections 87470, 87478, 87480, 87481, 87482)

Section 2. EVALUATION PROCESS:

A. PURPOSE

Contract/Tenure Track - The tenure review process should ensure that students have access to the most knowledgeable, talented, creative, and student-oriented faculty available. A four (4) year probationary period provides sufficient time for academic contract unit members to understand the expectations for tenure, to continue developing skills and acquiring experience to participate successfully in the educational process, and to use the District's and other resources for professional growth. The tenure review process should promote professionalism, enhance academic growth, and evaluate contract unit members relative to continued employment consideration by providing a useful assessment of performance, using clear evaluation criteria.

Regular/Tenured – The purpose of the evaluation procedure of regular (tenured) faculty is to enhance the quality of education, to recognize outstanding performance, to enhance performance and to further the growth and development of faculty members, to identify areas of performance needing improvement and to assist faculty members in achieving improvement, and to maintain the educational quality and standards of the College/District.

B. FREQUENCY

Contract/Tenure Track - Evaluation of contract/tenure review faculty occurs at least once each year during the four (4) year tenure process.

Regular/Tenured – The regular evaluation of tenured faculty will take place at least once in every three (3) academic years. More frequent evaluation may occur in the event job performance is less than acceptable. The evaluation process will normally be completed within one (1) semester.

C. PROCEDURES

1. Provisions

Contract provisions for the evaluation of the contract/tenure-track academic faculty will be clarified for tenured faculty and supervisors early in the academic year by

District and Federation representatives.

2. Committee Composition

- a. Contract/Tenure Track - A contract unit member's evaluation committee will consist of three (3) members, including two (2) tenured department members (from contract unit member's discipline, whenever possible) and the immediate supervisor (or their designee excluded from the bargaining unit. There will not be a designee for the first semester except in an emergency.). If the department of the contract unit member does not have two (2) tenured faculty, division members may be used. In the event a committee member is unable to fulfill their duties, the selection process in section C(3)(a) below will be followed with the exception that no further committee augmentation may occur. Whenever possible, changes to committees will occur during spring semesters to not impact the fall tenure review timeline.
- b. Regular/Tenured – The evaluation team will consist of a peer reviewer and the immediate supervisor, or their designee excluded from the bargaining unit.

3. Committee Member Selection

- a. Contract/Tenure Track- Faculty members will be drawn randomly by the department chair from the discipline/department pool of volunteers. At a department's discretion, the department chair may serve regularly as one (1) of two (2) faculty members on the committee. At the request of the contract unit member and based on sufficient cause, the committee may be augmented by one (1) member beginning in the second semester of the first year provided there is approval by the District and the Federation. The District and Federation will receive input from both the contract unit member and the committee.
- b. Regular/Tenured - The peer reviewer will be a tenured faculty member and should be selected by the immediate supervisor from a list of three (3) names provided and in order of preference by the regular (tenured) faculty member being evaluated from the regular (tenured) faculty member's department or division, or a regular (tenured) faculty member that routinely works with the faculty member being evaluated. With prior approval from the immediate supervisor, the regular (tenured) faculty member may offer one (1) or more names for peer review section from a different department, division and/or campus.

4. Confidentiality

Except for persons who are in a need-to-know position, the evaluation process will be confidential to the extent provided by law. An evaluation committee member may be removed from the committee by the District for a breach of confidentiality, a

material breach of the contractual obligations of a committee member or a conflict of interest. The committee member who is removed will be replaced in the same manner as committee members are selected. This provision is not subject to the grievance procedures. This provision will be subject to appeal to the College President who will ~~will~~ render a final decision within five (5) working days.

5. Supervisor's Responsibility

The immediate supervisor or their designee excluded from the bargaining unit, will ~~will~~ schedule all committee meetings, secure evaluation-related paperwork, and make sure that all contractual timelines are followed.

6. Steps in the Process - The following steps will occur in the evaluation process:

a. Contract/Tenure Track Faculty

- i. The contract unit member meets with their evaluation committee to review the evaluation regulations and criteria, evaluation process and procedures, and timelines. The contract unit member will be responsible to review the duties and responsibilities for his/her position and, if applicable, the course outlines for that position.
- ii. Contract unit members will receive a minimum of one (1) classroom visitation (or other appropriate observation for other than classroom instructors) from each member of their evaluation committee. The person being evaluated will be given at least twenty-four (24) hours notice of an intended visitation listing the specific (class) section to be visited where appropriate. The contract unit member will provide the observer a brief (instructional) plan prior to the visitation.
- iii. For online class visitations:
  1. The evaluation team will be granted access to the unit member's learning management system (e.g., Canvas) page for one week to access one week/one module for the class.
  2. Unit members will advise the evaluators how regular and substantive interaction is achieved, both faculty to student and student to student.
  3. Synchronous online courses will be visited and evaluated following the procedure for face-to-face classes.
  4. Nothing in this section precludes an administrator from accessing a unit member's Canvas course outside of the evaluation process due to student or other complaints, inactivity, or at the request of the unit member.
- iv. Committee member(s) will administer a standard District evaluation questionnaire to students in at least one (1) class of each of the

contract unit member's preparations. If the questionnaire is administered in-person to students, the questionnaire will be administered at the end of the class session, unless otherwise mutually agreed upon by a committee member and the contract unit member, allowing students a minimum of fifteen (15) minutes to complete the form. The contract unit member will not be present at the time. For face-to-face classes, student evaluations may be administered virtually, at the discretion of the area administrator. When administering virtual student evaluations for face-to-face classes, the same procedures will be used as for student evaluations for distance education courses. (In the event the contract unit member has a non-teaching assignment, the student questionnaire will be administered to an appropriate number of students associated with the individual's assignment.) For a class taught in Distance Education, the student questionnaire will be made available to students for a minimum of five (5) days. Standard District evaluation questionnaires for students will be used for (1) face-to-face classes, (2) online/hybrid classes, (3) counselors, (4) librarians, (5) college nurses, (6) athletic coaches, and (7) faculty coordinators.

- v. All student questionnaire results will be made available to the evaluation committee prior to week fourteen (14) (proportionately adjusted for short-term courses) and to the contract unit member upon the completion of the semester. Nothing in these provisions will preclude student evaluations during any semester, regardless of whether the regular evaluation is being conducted.
- vi. The committee will meet to consider all evaluation input ("See Other Evaluation Procedures"), decide on a recommendation regarding subsequent employment status, and if appropriate, devise a plan for instructional or professional improvement articulated in writing that clearly identifies: (1) areas of deficiency from this article, Section 2(E) and Section 3; (2) objectively observable behaviors to correct areas of deficiency; and (3) a specific timeline to correct areas of deficiency.
- vii. The committee meets with the contract unit member to discuss the evaluation results, the employment recommendation, and, if appropriate, the plan for improvement to be monitored by the members of the committee. The contract unit member may offer their own additional performance assessment to be incorporated into the plan for improvement.
- viii. A written employment recommendation (based upon the evaluation criteria), along with all pertinent documentation (self-evaluation, summary evaluation, student questionnaires, and classroom visitations and observations, educational discussions, peer review, etc.) will be submitted by the committee to the College President through the corresponding Vice President.

- ix. The College President will make a recommendation to the Chancellor and to the Board of Trustees. However, if the College President does not concur with the evaluation committee's recommendation, they will meet with the committee to discuss differences. If the meeting does not produce a concurrence of opinion, both the College President's and the committee's recommendation will be forwarded to the Chancellor and Board of Trustees, with the same pertinent documentation that was previously provided to the College President.
  - x. For faculty first hired as tenure-track in the spring semester, please refer to Section 4 (A) of this article for the abbreviated evaluation process for that "zero semester."
- b. Regular/Tenured Faculty
- i. The evaluation plan will consist of evaluation procedures and criteria from this article, Sections 2(E) and Section 3 which may include, but are not limited to:
    - 1. educational discussions with peers and/or immediate supervisor (for instructional faculty, no more than one of the classroom visitations may be replaced with an educational discussion)
    - 2. classroom visitations and observations
    - 3. video taping of class sessions
    - 4. peer review
    - 5. written and/or oral student evaluations of the unit member
    - 6. appropriate service or activities
  - ii. Student questionnaires are a required part of evaluation, to be administered to students in two (2) different courses, or in two (2) sections of the same course if unit member teaches only one (1) course. All student questionnaire results will be made available to the evaluation committee prior to week fourteen (14) (proportionately adjusted for short-term courses) and to the regular (tenured) unit member upon the completion of the semester. Nothing in these provisions will preclude student evaluations during any semester, regardless of whether the regular evaluation is being conducted.
  - iii. Between the 5th and 15th weeks (proportionately adjusted for short-term courses), the evaluation plan is typically carried out and completed.
  - iv. At the completion of the evaluation process, the regular (tenured) faculty member, peer reviewer, and immediate supervisor, or their designee excluded from the bargaining unit, will meet to discuss the results of the evaluation, including the peer written review, student evaluation, regular (tenured) faculty member self-evaluation, and the immediate supervisor's evaluation, as well as suggestions for improving the performance of the regular (tenured) faculty member

and, if appropriate, develop a plan for improvement to be monitored by the members of the committee. The plan for improvement will be articulated in writing that clearly identifies: (1) areas of deficiency from Article 13 Section 2(E) and Section 3; (2) objectively observable behaviors to correct areas of deficiency; and (3) specific timeline to correct areas of deficiency. The regular (tenured) faculty member being evaluated may offer their own additional performance assessment to be incorporated into the plan for improvement.

- v. The summary written evaluation report will be prepared by the immediate supervisor, or their designee excluded from the bargaining unit. The summary evaluation will take into account the peer reviewer's written report as well as the results of each of the evaluation procedure and criteria.
- vi. The unit member will have the opportunity to comment on the results of the written summary evaluation report and have any written comments attached to the written evaluation report which will thereafter be forwarded to the College President through the appropriate Vice President.

#### D. COMMITTEE COMPENSATION

1. Each faculty committee member will receive up to five (5) hours or the actual number of logged hours, whichever is less, of compensation equivalent to the top of Schedule B2 Lab rate for each year they serve on the evaluation committee and completes the evaluation cycle of a contract/tenure track unit member. To be eligible to receive the compensation, counselors, librarians, college nurses, faculty coordinators, and tutorial instructors must perform such evaluation services outside of their regularly assigned work week under Article 12, Section 1. WORK WEEK.
2. Each first-year contract/tenure review faculty will have a faculty advisor for the first semester, including zero semester hires, whose function is to serve as a guide to the institution and its culture, as a teaching resource, and/or as a role model. The advisor will not be a member of the evaluation committee. The process for selecting the faculty advisor will be the same as the process for selecting faculty for the contract/tenure review faculty evaluation committee. The goal of advising is to help new unit members acclimate to the formal and informal norms of the department, college, and the District. Each faculty advisor will receive up to five (5) hours or the actual number of logged hours, whichever is less, of compensation equivalent to the top of Schedule B2 Lab rate for the first semester of a first-year contract/tenure track unit member.

#### E. OTHER EVALUATION PROCEDURES FOR CONTRACT AND TENURED FACULTY

1. Duties and Responsibilities Evaluation

- a. Immediate supervisor or their designee excluded from the bargaining unit conducts a "duties and responsibilities evaluation" in accordance with District Policy. The unit member will be evaluated on any and all professional responsibilities outlined in Administrative Regulation 7122, including requirements such as holding classes, maintaining roster and attendance records, turning in grades, posting and holding office hours, attending meetings, serving on committees, advising students, and participation in curriculum, program review and annual updates, college and/or district committees and other shared governance activities, and assessing student learning outcomes as a function of the departmental program review process to improve student learning (not to evaluate individual faculty performance).
- b. This includes faculty on special assignment. Faculty on special assignment will also be evaluated on the basis of criteria established in the job description.

2. Records Evaluation

- a. Unit member will submit classroom (or other appropriate) records for evaluation, including syllabi, course objectives for students, tests, grading criteria, counseling processes and forms, etc.

3. Professional Activities Evaluation

- a. Unit member will submit a written record of professionally related activities such as conference/workshop attendance, staff development and participation, institutional/District committee participation, professional association memberships, scholarly publications, research, etc.

4. Self-Evaluation

- a. Unit member will submit to the committee a written evaluation of their job performance with respect to the criteria on which they are being evaluated. The self-evaluation will require the unit member to demonstrate an understanding of diversity, equity, inclusion and accessibility (DEIA) competencies and anti-racist principles, and how they have put those principals into practice to improve equitable student outcomes and course completion.

5. Relevant Input for Outside of Formal Evaluation Process

- a. The committee will consider only complaints, concerns, or commendations that have been documented (signed, dated, and presented to the supervisor) and verbal complaints, concerns, or commendations of a consistent, recurring nature that have been previously addressed with the unit member.
- b. For Coaches, the immediate supervisor will also consider relevant input from the Athletic Director/Dean, regarding items listed in Section (3)(2b) of this Article (Athletic Coaches Criteria)



- c. The unit member has the right to respond to any complaint or concern which the committee is considering as part of the evaluation process.
6. Computer Proficiency – Additional requirement for contract faculty - No later than completion of the seventh semester in contract status or prior to receiving tenure status, whichever occurs first, contract unit members must be knowledgeable and be able to demonstrate day-to-day computer proficiencies, including operating a computer, using the storage devices, printer controls, essential operating system commands, browsing the internet, receiving and sending e-mail, and the basic features of word processing and spreadsheet applications. Additionally, the contract unit member will be able to demonstrate day-to-day proficiency as to particular computer applications designed to meet the needs of students in the unit member's teaching field or other work area, as determined by the evaluation team and department.

### Section 3. EVALUATION CRITERIA:

All faculty will be evaluated based on the following criteria:

#### 1. STUDENTS

- a. Responsive to the educational needs of students by exhibiting awareness of and sensitivity to the following:
  - i. Diversity of cultural backgrounds, gender, age, and lifestyles;
  - ii. Variety of learning styles;
  - iii. Student goals and aspirations.
- b. Concern for student rights and welfare.
- c. Respect for the opinions and concerns of students.
- d. Willingness and availability to assist students.

#### 2. PROFESSIONAL RESPONSIBILITIES

- a. Participation in departmental, college, or district activities.
- b. Maintenance of ethical standards in accordance with American Association of University Professors (AAUP) ethical standards statement (1940; revised 2009)
- c. Maintenance of workable relationships with colleagues.
- d. Demonstrates commitment to the profession (Code of Ethics).

In addition, unit members will be evaluated on the following criteria for their primary and/or special assignments:

#### A. Instructional Faculty – Criteria

- a. Knowledge of subject matter.
- b. Awareness of current developments and research in the field.
- c. Demonstration of, or progress toward, diversity, equity, inclusion and accessibility



(DEIA)-related competencies, and teaching and learning practices that reflect DEIA and anti-racist principles, and reflect knowledge of the intersectionality of social identities, illustrate a developing set of skills for effective cross-cultural teaching, and recognize the myriad of ways in which people differ, including the psychological, physical, cognitive, and social differences that occur among individuals, all to improve equitable student outcomes and course completion.

- d. Demonstration of effective communication with students.
- e. Effective use of teaching methods appropriate to subject matter.
- f. Adherence to institutionally approved course outline.
- g. Evidence of course objectives being met through evaluation of student work that measures those objectives, through tests and examinations, written assignments, oral responses, etc.
- h. Maintenance of classroom records in accordance with District Policy.
- i. Evaluation of student progress in keeping with the course objectives and institutionally adopted course outlines.
- j. Participation in curriculum, program review and annual updates, college and/or district committees and other shared governance activities, and assessing student learning outcomes as a function of the departmental program review process to improve student learning (not to evaluate individual faculty performance).

#### B. Athletic Coaches Criteria

In the event all or a portion of an instructor's load is dedicated to coaching responsibilities, observation and evaluation of both classroom and coaching duties must be observed and evaluated, including student evaluations. The criteria to be considered will be those identified in the "Instructional Faculty – Criteria" of this document and the following:

- a. Work through the Athletic Director/Dean on all matters pertaining to athletics;
- b. Obtain final approval of the Athletic Director/Dean of all sports schedules;
- c. In accordance with established rules and regulations, recruit athletes within the District by being visible at the district high school campuses and actively recruit on the district high school campuses;
- d. Maintain a businesslike working relationship and rapport with campus employees, organizations, district high school coaches, district communities and the various groups within these communities;
- e. Maintain appropriate individual and team conduct and discipline;
- f. Complete in a timely manner necessary paperwork which serves the function of the program;
- g. Assume responsibilities for securing information regarding eligibility of players, as appropriate;
- h. Field full and competitive teams;
- i. Demonstration of, or progress toward, diversity, equity, inclusion and accessibility (DEIA)-related competencies, and teaching and learning practices that reflect DEIA and anti-racist principles, and reflect knowledge of the intersectionality of social identities, illustrate a developing set of skills for effective cross-cultural teaching, and recognize the myriad of ways in which people differ, including the psychological, physical, cognitive, and social differences that occur among

- individuals, all to improve equitable student outcomes and course completion; and
- j. Assume duties and responsibilities as delegated or assigned by the administration, Athletic Director/Dean, or head coach as they relate reasonably to the coaching assignment.
- k. Win-loss record will not be considered.

C. Faculty Coordinators Criteria

- a. Will be evaluated on the basis of their duties and job announcement, which is included in their personnel file;
- b. Knowledge of the subject matter;
- c. Demonstration of, or progress toward, diversity, equity, inclusion and accessibility (DEIA)-related competencies, and practices that reflect DEIA and anti-racist principles, and reflect knowledge of the intersectionality of social identities, illustrate a developing set of skills for effective cross-cultural teaching, and recognize the myriad of ways in which people differ, including the psychological, physical, cognitive, and social differences that occur among individuals, all to improve equitable student outcomes and completion.
- d. Awareness of current developments and research in the field;
- e. Demonstration of effective communication with students, faculty, staff and administration;
- f. Maintenance of appropriate records; and
- g. Participation in curriculum, program review and annual updates, college and/or District committees and other shared governance activities, and assessing student learning outcomes as a function of the departmental program review process to improve student learning (not to evaluate individual faculty performance).

D. Counselors Criteria

- a. Evidence of appropriate counseling techniques as designated by review of student educational plans, career test interpretations, etc.;
- b. Maintenance of counseling session records in accordance with District Policies;
- c. Effective use of counseling methods appropriate to student need;
- d. Knowledge of subject matter;
- e. Demonstration of, or progress toward, diversity, equity, inclusion and accessibility (DEIA)-related competencies, and practices that reflect DEIA and anti-racist principles, and reflect knowledge of the intersectionality of social identities, illustrate a developing set of skills for effective cross-cultural teaching, and recognize the myriad of ways in which people differ, including the psychological, physical, cognitive, and social differences that occur among individuals, all to improve equitable student outcomes and completion.
- f. Awareness of current developments and research in the field;
- g. Demonstration of effective communication with students;
- h. Demonstration of respect for all students through the development of a warm and accepting environment;
- i. Maintains confidentiality of the counseling session; and
- j. Participation in curriculum, program review and annual updates, college and/or

District committees and other shared governance activities, and assessing student learning outcomes as a function of the departmental program review process to improve student learning (not to evaluate individual faculty performance).

E. Librarians Criteria

- a. Knowledge of library usage;
- b. Awareness of current developments and publications in the field;
- c. Demonstration of effective communication with students and faculty;
- d. Effective use of research methods appropriate to faculty and student needs;
- e. Demonstration of, or progress toward, diversity, equity, inclusion and accessibility (DEIA)-related competencies, and practices that reflect DEIA and anti-racist principles, and reflect knowledge of the intersectionality of social identities, illustrate a developing set of skills for effective cross-cultural teaching, and recognize the myriad of ways in which people differ, including the psychological, physical, cognitive, and social differences that occur among individuals, all to improve equitable student outcomes and completion.
- f. Awareness of college curricula;
- g. Maintenance of appropriate records; and
- h. Participation in curriculum, program review and annual updates, college and/or District committees and other shared governance activities, and assessing student learning outcomes as a function of the departmental program review process to improve student learning (not to evaluate individual faculty performance).

F. College Nurses Criteria

- a. Knowledge of subject matter;
- b. Awareness of current development and research in the field;
- c. Effective communication with students;
- d. Effective use of nursing procedures;
- e. Demonstration of, or progress toward, diversity, equity, inclusion and accessibility (DEIA)-related competencies, and practices that reflect DEIA and anti-racist principles, and reflect knowledge of the intersectionality of social identities, illustrate a developing set of skills for effective cross-cultural teaching, and recognize the myriad of ways in which people differ, including the psychological, physical, cognitive, and social differences that occur among individuals, all to improve equitable student outcomes and completion.
- f. Evidence of appropriate nursing objectives which are met through a student evaluation of services;
- g. Appropriate maintenance of student records which protect the confidentiality of all service users;
- h. Evaluation of student's progress in keeping current with nursing protocols and public health procedures; and
- i. Participation in curriculum, program review and annual updates, college and/or District committees and other shared governance activities, and assessing student learning outcomes as a function of the departmental program review process to improve student learning (not to evaluate individual faculty performance).

Section 4. EVALUATION TIMELINE:

A. Instructional Faculty and Special Assignment Faculty

Contract faculty first hired for a fall semester start – the following timeline is repeated in the fall of each year. (Consideration is given for courses scheduled in short-term formats.)

Contract faculty first hired for a spring semester start – If a faculty member's service as a probationary faculty member begins during the spring semester, his or her service during that academic year does not count as his or her first contract year for the purposes of tenure review (California Education Code 87605). An abbreviated evaluation will be completed during that spring "zero semester", which will include student questionnaires for all classes, one (1) classroom visitation by the immediate supervisor and one (1) peer reviewer, and a review of the faculty member's class records. The immediate supervisor will then complete a summary evaluation report. Full tenure review committee will not convene until the fall semester.

Regular (Tenured Faculty) - The evaluation team and the regular (tenured) faculty member being evaluated will follow the timeline or will endeavor to reach consensus on specific timelines (except as otherwise set forth in the evaluation provisions of this article) for visitation and observations, the administration of student questionnaires, the discussion of the results of the evaluation, and the procedures required in the evaluation process. In the event consensus is not reached regarding the timeline, the immediate supervisor will determine the timeline to be used.

The following items are not required to be completed in any particular order during the required weeks:

1. Weeks 1-2 of the Fall or Spring semester
  - a. Once a training is jointly developed and approved by Human Resources, the Federation and the Academic Senates of all four colleges, a joint team from Human Resources, the Federation and the four Academic Senates will meet with all evaluators and evaluatees during the first two weeks of the Fall or Spring semester to ensure that all have a uniform understanding of the DEIA competencies and criteria, the expectations regarding a unit member's performance related to the competencies and criteria, and best practices on how to assess that during the evaluation process.
2. WEEKS 1 – 4 (Proportionately adjusted for short-term courses)
  - b. Tenure committee established by division Dean;
  - c. Committee orientation meeting convened by immediate supervisor, or their designee excluded from the bargaining unit, serving on committee;
  - d. Committee meeting with unit member to discuss evaluation process and timelines;
  - e. Immediate supervisor, or their designee, begins "duties and responsibilities"

- evaluation; and
- f. unit member submits copies of classroom or other records.
- 3. WEEKS 5 – 12 (Proportionately adjusted for short-term courses)
  - a. Classroom visitations, educational discussions, observations of counseling sessions made by committee members;
  - b. Student questionnaires are administered. Student questionnaire results will be made available to the evaluation committee prior to week 13 (Proportionately adjusted for short-term courses) and to the contract unit member upon the completion of the semester;
  - c. unit member submits list of professional activities;
  - d. Additional visitations may be conducted if deemed necessary by the committee; and
  - e. Unit member submits self-evaluation.
- 4. WEEKS 13 – 15 (Proportionately adjusted for short-term courses)
  - a. Committee meets and reviews all pertinent areas of evaluation and evaluation materials;
  - b. Committee decides upon employment recommendation for contract unit member and, if the recommendation is a second or third contract, establishes a course of action by which the unit member can improve in areas of weakness; and
  - c. Peer and supervisor, or their designee excluded from the bargaining unit, summarize evaluation findings of regular faculty.
- 5. WEEKS 16 – 18 (Proportionately adjusted for short-term course)
  - a. Committee meets with unit member to discuss the employment recommendation. If appropriate, the committee will recommend a course of action for instructional/professional improvement;
  - b. Committee submits employment recommendation to the College President, along with copies of all pertinent documents; and
  - c. This timeline does not preclude a committee member's or administrator's right to visit a unit member's classroom during the subsequent term should such be deemed necessary.

Section 5. RIGHT TO GRIEVE AND RECONSIDERATION:

A. RIGHT TO GRIEVE

- 1. In the event there is a negative decision made regarding the granting of tenure, that to a reasonable person was unreasonable, or violated, misinterpreted, or misapplied, any policy or procedure concerning the evaluation of a contract (probationary) unit member, the effected contract unit member will have the right to grieve such negative decision in accordance with the provisions of Education Code section 87610.1.
- 2. Allegations that the District, in a decision to reappoint a contract (probationary) unit

member, violated, misinterpreted, or misapplied any of its policies and procedures concerning the evaluation of contract (probationary) unit member will be classified and addressed as grievances in accordance with the provisions of Education Code section 87610.1.

B. RECONSIDERATION

In the event the arbitrator rules that the District must reconsider its decision not to grant tenure, the arbitrator's decision and findings of fact will be served upon the Board of Trustees President or Secretary, along with all evidence, exhibits, documents, and briefs which were provided to the arbitrator. Either party may additionally submit a written argument, stating why the Board of Trustees should or should not grant tenure to the unit member and stating the reasons therefore. Not later than sixty (60) days after having been served the arbitrator's decision, the Board of Trustees will determine upon reconsideration whether the decision not to grant tenure will stand, or whether to grant tenure to the contract (probationary) unit member. The decision of the Board of Trustees upon reconsideration will be final in all respects and served on the unit member.

Section 6. EVALUATION OF TEMPORARY FACULTY:

- A. Inclusion in the full-time faculty bargaining unit of temporary faculty who serve at least seventy-five percent (75%) of the position's full-time assignment in the academic year will not alter the employees' temporary status. Such employment may be terminated at any time without regard to termination proceedings in this Agreement or with respect to provisions in the Education Code concerning the termination of contract (probationary) or tenured (permanent) unit members.
- B. Collective bargaining agreement, Article 13, Section 2, Section 4, and Section 5 will apply to temporary faculty who serve at least seventy-five percent (75%) of the academic year in a budgeted full-time position.
- C. The evaluation criteria set forth in the collective bargaining agreement, Article 13, Sections 2(E) and Section 3 will apply to temporary faculty who serve at least seventy-five percent (75%) of the academic year.
- D. The following provisions will apply to the evaluation of temporary faculty who serve at least seventy-five percent (75%) of the academic year:
  - 1. Temporary faculty will be evaluated (at least) as follows:
    - a. Their performance during their first semester of teaching or service.
    - b. Their performance during their second and/or third semesters of teaching or service.
    - c. Their performance over every six (6) semesters of teaching or service thereafter.
  - 2. The evaluation process of temporary faculty will include the following:

- a. Classroom visitation(s) by peer reviewer and immediate supervisor or their designee. Visitation dates and times will be scheduled within a three (3) week period announced to the temporary faculty member. (Both peer reviewer and evaluator need not be present during a visitation.);
  - b. Student questionnaires administered by peer reviewer or immediate supervisor, or their designee excluded from the bargaining unit. The student questionnaire results will be made available to the evaluation committee prior to week fourteen (14) (proportionately adjusted for short-term courses) and to the temporary employee upon completion of the semester.
  - c. The results of the evaluation will be discussed with the temporary faculty member;
  - d. The unit member will receive a copy of the final written evaluation;
3. Any violation by the District of procedures contained in this Article will be grievable. The substance of any evaluation will not be the subject of any grievance.



**ARTICLE 14**  
**CLASS ADVANCEMENT SALARY SCHEDULE**

- A. In accordance with salary schedule and unit requirements, the evaluation of requests for class advancement will be made by the respective college evaluation committee.
1. Each College President will designate an administrator, which may be the same as the one (1) serving on the college evaluation committee, who will collect all classification advancement requests before presentation to the committee. This administrator also will have the responsibility of obtaining proper documentation and ensuring that these supportive documents are retained in appropriate college files following committee action.
  2. Each college committee will consist of one (1) administrator from each college (to be appointed by the College President) and one (1) faculty member from each division at Fresno City College, one (1) faculty member from four (4) different disciplines at Reedley College, and one (1) faculty member from six(6) different disciplines at Clovis Community College, and one (1) faculty member from each division at Madera Community College,. The faculty members will be selected for the respective college committees by each college's Academic Senate President. Each committee will elect a faculty member to serve as chairperson.
- B. A unit member anticipating a change in class placement must file a "Letter of Intent" by May 1 of the preceding academic year with the administrator designated by the College President to assist the committee.
- C. As proof of completion, official transcripts or other written supporting evidence, as deemed appropriate by Human Resources, must be submitted to the designated administrator no later than the Wednesday immediately preceding the first (1st) day of instruction for the year for which the change in salary placement is requested. In the event that the written supporting evidence is not available by the deadline, a notarized statement by the individual concerned on a form provided by the college may be submitted to, and accepted by, the designated administrator on or before the deadline date. However, a subsequent downward adjustment will be made in the unit member's pay sufficient in amount to offset any prior overpayment if the unit member is not able to provide evidence substantiating their claim by the first (1st) school day of the second (2nd) full month of instruction of the fall semester. A statement indicating the unit member's knowledge of this downward adjustment provision will be included on the notarized statement form.
- D. Committee recommendations for salary class advancements will be forwarded to the office of the College President by Wednesday of the first (1st) week of instruction for their review and comment and for filing with the Vice Chancellor, Human Resources or designee by Wednesday of the second (2nd) week of instruction.
1. The recommendation sent to Human Resources must include:
    - a. The current class and the new class being requested.
    - b. The total number of new semester units being submitted for review.



2. Late or incomplete submissions to Human Resources may not be accepted.
- E. All recommendations for salary schedule class advancement must receive final approval from the Vice Chancellor, Human Resources or their designee. If approval is granted, the class increase will normally be effective in September of the respective year, retroactive to the start of the faculty member's current contract.
- F. When a faculty member qualifies for a new class, placement in that class will be without loss of annual increment.
- G. Salary Advancement Unit Requirements:

The following regulations pertain to semester units to be used for class advancement on the faculty salary schedule:

1. Semester units of credit for upper-division and graduate courses from accredited institutions recognized by the U.S. Department of Education in the unit member's assignment may be submitted to the college evaluation committee for a class advancement without obtaining prior approval.
2. Semester units of credit for upper-division and graduate courses from accredited institutions recognized by the U.S. Department of Education outside of or not directly related to the unit member's assignment submitted for a class advancement must have the prior approval of the college evaluation committee.
3. Lower-division semester units:
  - a. Lower-division semester units may be applied to class advancement only when approval has been obtained prior to the onset of the course and the particular units are one of the following: [1] required for degree fulfillment, [2] required in connection with preparation for a specific institutional assignment, [3] part of an in-service training program, or [4] recognized by the College Evaluation Committee as contributing to the unit member's effectiveness in their assignment.
  - b. In order to obtain prior approval for any lower-division course work, each applicant must submit to the College Evaluation Committee the proper application form. Not more than twenty percent (20%) of the total semester units required for advancement from one (1) column to the next may be lower-division semester units in any case. See exception for the faculty in disciplines not requiring a master's degree in (6) below.
4. In addition to total semester unit requirements, over one-half (1/2) of the total number of semester units required for placement on a particular salary schedule class must be in the unit member's teaching field or appropriate to their professional assignment.
5. Even when they may not carry college credit, (i.e., continuing education units)

National Science Foundation, Industrial Institutes, factory training, and other appropriate courses may be counted for credit for class advancement if, prior to the onset of the course, approval by the College Evaluation Committee has been obtained and the committee has determined how much credit for salary advancement purposes will be granted. Other than exceptional circumstances, approved in advance by the Chancellor or their designee, not more than twenty percent (20%) of the total semester units required for advancement from one column to the next may be units that fit in this category. See exception for faculty in disciplines not requiring a masters degree in (6) below.

- a. Non-credit courses for which units are not granted will be assigned a value of 1 (one) semester unit for every 15 hours of coursework completed.
  - b. College/District sponsored trainings require pre-approval by the College Evaluation Committee for class advancement. Courses paid for by the college/District may not be eligible for application towards class advancement.
6. Faculty in disciplines not requiring a master's degree, as identified in the Handbook on Minimum Qualifications for Faculty and Administrators, can use lower division coursework and/or non-credit units completed after initial salary placement for advanced provided this coursework is directly related to the member's discipline. Not more than 30% of the total semester units required for advancement from one (1) column to the next may be lower-division and/or non-credit semester units in any case.

**ARTICLE 15  
FACULTY RIGHTS**

Section 1. FACULTY RIGHTS:

Individual unit members have the right of consultation with the immediate supervisor on matters relating to the unit members' teaching assignment, instructional program changes, analysis and/or evaluation of instructional programs, and the educational direction of their department and institution.

Section 2. USE OF FACILITIES:

Unit members may use District designated fitness centers at each college during posted hours when the facilities are available to faculty, staff and administrators. Unit members will be required to abide by institutional rules in effect at each campus and to sign a District approved waiver of liability form.

Section 3. COMMENCEMENT ATTIRE:

Academic attire required by the District for unit members to wear at the graduation ceremony will be provided at District-expense. Academic attire includes cap, gown and hood.

**ARTICLE 16  
TRANSFER AND REASSIGNMENT**

Section 1. VOLUNTARY TRANSFER:

- A. Voluntary transfer is defined as a transfer between two Colleges within the District or as a transfer between a College and the District Office.
- B. Voluntary transfer is initiated by the unit member by submitting an eligible transfer application through the District website.
- C. Any regular (tenured) unit member, or unit member who will acquire tenure by the start of the transfer assignment, may request a transfer from one (1) college to another college where their training, experience, skills, degrees and/or credentials coincide with the requirements of a vacant position.
- D. Applications for transfer will be considered for vacancies before other outside applicants. The District will post vacancies on the District website.
- E. A regular (tenured) unit member may transfer within the District to a vacant faculty position for which they are qualified once all of the following conditions occur and are completely satisfied:
  - 1. Transfer opportunities will be announced via District email and will be posted on the District's website for transfer for a five (5) calendar-day period.
  - 2. Transfer applicants will submit to the Human Resources Department a complete transfer application containing a letter of interest on why they wish to transfer to the posted vacancy and an updated resume, within that five (5) day posting period.
  - 3. Human Resources will review the submitted applications for eligibility and will notify the area administrator of any eligible submissions.
  - 4. The selection committee reviews the request for transfer and makes one (1) of the following recommendations:
    - i. recommends to not accept the request for transfer
    - ii. requests an interview with the applicant requesting to transfer
  - 5. If an interview is recommended, following the applicant interview and within fifteen (15) business days of receipt of the files from Human Resources, the selection committee will reach one (1) of the following recommendations regarding the applicants:
    - i. acceptance of request to transfer
    - ii. rejection of request to transfer
  - 6. If the request to transfer is rejected, Human Resources will notify the applicant.
  - 7. If the recommendation is to accept the transfer, the request is forwarded to the

College President. The College President, Vice President and/or designees may interview the candidate.

8. If the College President does not accept the selection committee's recommendation, they will meet with the department selection committee and discuss the reason(s) for not accepting the selection committee's recommendation.
  9. If the College President accepts the transfer, the candidate is notified by the appropriate administrator and a recommendation is made to the Board of Trustees.
- F. Any such transfer will be considered permanent only once the Board of Trustees approves the transfer.
- G. The District reserves the right to open to outside applicants any subsequent full-time position resulting from the transfer.
- H. Any unit member accepted by another college or center will be permitted to make the transfer when a suitable replacement is found. Any such transfer will be considered permanent.

#### Section 2. INVOLUNTARY TRANSFER:

- A. An involuntary transfer is initiated by the District, and will not be done as a punitive action.
- B. Where the District finds it necessary to transfer a unit member from one (1) college to another College or the District Office, qualified volunteers will be sought. Where there are no qualified volunteers, the District will determine which qualified person is to be transferred.
- C. Transferees involuntarily transferred from one (1) college to another location to meet District needs will be returned to the original college or the District Office, upon request, to fill a vacancy which occurs for which the transferee is deemed qualified.

#### Section 3. SPLIT ASSIGNMENT:

- A. If a split assignment between campuses is made to a unit member and that split assignment requires the unit member to travel to multiple campuses on the same day, the District will pay mileage for the total mileage traveled by the unit member between campuses, less the roundtrip mileage from the unit member's home to the campus of their primary assignment. Primary is defined as the campus where they are assigned the majority of their load. If the load is equally split between two (2) campuses, primary will be defined as the campus where they were hired.

#### Section 4. POSITION REASSIGNMENT:

- A. Position Reassignment is defined as a change of assignment to a different position within the same college.

- B. The area administrator, with approval of the College President, may fill vacancies within the same college with other qualified unit members.
- C. Any reassignment will be considered permanent only once the Board of Trustees approves it.
- D. The District reserves the right to open to outside applicants any subsequent full-time position resulting from the reassignment.

Section 5. REASSIGNED TIME:

A. Reassigned time is administration temporarily modifying the current assignment of a full-time faculty member for a specified amount of time. Temporary reassigned time is found in Article 12 – Hours, Workload, Class Size.

**ARTICLE 17**  
**PERSONNEL RECORDS**

- A. Materials in the personnel file of a unit member which may serve as a basis for affecting the status of their employment are to be made available for inspection to the unit member.
- B. Every unit member will have the right to inspect material in their personnel file at any time mutually convenient to the unit member and the District. The unit member may be accompanied by a Federation representative, if desired, or a Federation representative may inspect such materials individually at the request of the unit member.
- C. The District may charge a fee for requesting copies of materials in the personnel file previously provided to the unit member. The fee will be established by District administration.
- D. Any complaints made by any person directed toward a unit member deemed serious enough to become a matter of formal record, will be promptly called to the unit member's attention, by copy, and the unit member given an opportunity to respond.
- E. A unit member is entitled to know the identity or source of all such complaints, including if a complaint comes from an anonymous source. The fact that a complaint comes from an anonymous source does not preclude the District from acting on such complaint if the content of the complaint, if true, would be a violation of a District, College or Department policy or procedure. (Any retaliatory action by a unit member will be deemed to be unprofessional conduct.)
- F. The unit member will acknowledge that such material has been read by affixing their signature and the date on the actual copy to be filed, with the understanding that their signature signified only that the material has been read and does not indicate agreement with its contents.
- G. Any derogatory material and/or complaint will not be placed in the unit member's personnel file prior to ten (10) working days from the date it was sent or served. The unit member may respond and have any written response attached to the material and/or complaint to be included in the personnel file. During this ten (10) working day period, the content of material to be added to the personnel files will be subject to the District Complaint Procedure. (Refer to the District Board Policy and Administrative Regulations.)
- H. The content of material in personnel files will not be subject to Article 20, Grievance and Arbitration Procedure of this Agreement.
- I. The official files for all personnel (e.g., application, transcripts, employment record, etc.) will be housed and maintained at the District office, and may be maintained in an electronic format, except that files containing official evaluations, job-performance related data, directives, complaints, and other personal communications will be located in the College President's office, which also may be maintained in an electronic format.

- J. Materials being held out of a personnel file due to a grievance may be submitted as evidence in a punitive action. No other performance evaluation materials outside the personnel file may be used as evidence in a punitive action.



**ARTICLE 18-A  
LEAVES WITH PAY**

Section 1. SICK LEAVE PROVISIONS:

A. Sick Leave:

1. Sick leave for a unit member's illness or injury will be granted to each unit member as follows:

<u>Annual Duty Days</u>	<u>Days of Sick Leave Accrued Annually</u>
220-229	12.0
210-219	11.5
200-209	11.0
190-199	10.5
177-189	10.0

2. Hourly Sick Leave – Unit members assigned overload will accrue sick leave at the rate of one (1) hour earned for each eighteen (18) hours of instruction or special assignment duties in fall and spring semesters. Overload sick leave does not transfer to STRS for earned service credit upon retirement. This will be referred to as “hourly sick leave”.
3. Earned sick leave which is not used may be accumulated indefinitely from one (1) year of service to the next and may be used as required during such subsequent years of service.
4. One (1) day of sick leave will be deducted for a day’s absence because of illness or injury.

If a unit member is absent because of illness or injury for less than a full day, the following chart should be used as a guideline for calculating the sick leave that will be deducted:

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HOURS OF SCHEDULED DUTIES PER DAY (INCLUDING OFFICE HOURS)														
HOURS ABSENT		1	2	3	4	5	6	7	8	9	10	11	12	
	1	1 day	0.5 day	0.34 day	0.25 day	0.19 day	0.16 day	0.16 day	0.13 day	0.13 day	0.09 day	0.09 day	0.09 day	0.09 day
	2		1 day	0.66 day	0.5 day	0.41 day	0.34 day	0.28 day	0.25 day	0.22 day	0.19 day	0.19 day	0.16 day	0.16 day
	3			1 day	0.75 day	0.59 day	0.5 day	0.44 day	0.38 day	0.34 day	0.31 day	0.28 day	0.25 day	0.25 day
	4				1 day	0.81 day	0.66 day	0.56 day	0.5 day	0.44 day	0.38 day	0.38 day	0.34 day	0.34 day
	5					1 day	0.84 day	0.72 day	0.63 day	0.56 day	0.5 day	0.47 day	0.41 day	0.41 day
	6						1 day	0.84 day	0.75 day	0.66 day	0.59 day	0.53 day	0.5 day	0.5 day
	7							1 day	0.88 day	0.78 day	0.69 day	0.63 day	0.59 day	0.59 day
	8								1 day	0.88 day	0.81 day	0.72 day	0.66 day	0.66 day
	9									1 day	0.91 day	0.81 day	0.75 day	0.75 day
	10										1 day	0.91 day	0.84 day	0.84 day
	11											1 day	0.91 day	0.91 day
	12													1 day

If a unit member was assigned and missed a class that is calculated as an overload assignment due to illness or injury, unit member will use their accumulated Hourly Sick Leave.

Example: Instructor A has three (3) classes and an office hour scheduled on a particular day. The instructor does their office hour and two (2) of the scheduled classes, but gets very ill and has to miss their third class. Instructor A’s contractual obligation for the day was four (4) hours (three (3) one-hour courses and one (1) office hour), and they met seventy-five (75%) of that obligation so they will report twenty-five hundredths (0.25) days sick time on the Academic Absence Form.

Example: Instructor B has three (3) classes and an office hour scheduled on a particular day. The instructor does their office hour and two (2) of the scheduled classes, but gets very ill and has to miss their third class. While the first two (2) classes were part of Instructor B’s contract load, the third class was a Schedule B overload class. Instructor B’s contractual obligation for that day was three (3) hours (two (2), one-hour courses and one (1) office hour), and they met one-hundred percent (100%) of that obligation so they will not report having missed any workdays on the Academic Absence Form. They will, however, need to fill out the Academic Absence Form specific to Schedule B work and will report having missed one (1) hour.

- At the beginning of each academic year, every unit member will receive a sick leave allotment credit equal to their entitlement for the academic year. A unit member may use this credited sick leave anytime during the academic year.

6. Any unit member who is in paid status while on sick leave, sabbatical, or other paid leave will continue to earn all leave benefits to which entitled if employed full-time. A unit member who is on a leave of absence without pay will retain all accumulated sick leave benefits but will not accrue any additional sick leave benefits during such periods of absence.
7. Where a unit member has exhausted their sick leave benefits and is absent from work because of illness or accident, whether or not the absence arises out of or in the course of the employment of the unit member, the unit member will receive fifty percent (50%) of their regular salary during the period of such absence up to a maximum of five (5) school months. This leave is referred to in this Agreement as “extended sick leave”.
8. Sick leave credit received by transfer from the previous employer of a new unit member will be accepted pursuant to the provisions and limitations provided in the Education Code.

It will be the responsibility of the unit member to notify the Human Resources Office, in writing, of the name and address of the District by which he/she was last employed and to request credit for the accumulated sick leave to which they are, or were, entitled at the time of separation.

9. All sick leave rights or accumulations will be canceled when a full-time unit member severs all official connection with the District as an employee, except that accumulated sick leave may be transferred to a subsequent employing district upon request pursuant to the provisions of the Education Code.
10. Any unit member will have the right to utilize sick leave necessitated by pregnancy, miscarriage, childbirth, and recovery therefrom.
11. A unit member may use their sick leave for purposes of parental leave for a period of up to twelve (12) work weeks. The amount of leave, when combined with other leaves under the California Family Rights Act (CFRA), will not exceed twelve (12) work weeks.
  - a. Unit members are not required to use sick leave while on parental leave, and may opt to stay in unpaid status. However, unit members are permitted to use sick leave during parental leave. There is no limit on the number of days of sick leave that a unit member may take during parental leave, but the parental leave will not exceed twelve (12) work weeks.
  - b. A unit member who takes, and exhausts, all available sick leave while on parental leave may receive extended sick leave for the remaining portion of the parental leave period. In no event will the application of paid sick leave and extended sick leave entitle the unit member to additional beyond the CFRA leave period.

- c. Unit members who are not eligible for CFRA leave, solely because they have not provided at least one thousand, two hundred fifty (1,250) hours of service in the twelve (12) months immediately preceding the request, are eligible to take parenting leave under this Article.
12. Unit members can access a current accounting of their accumulated sick leave on the District internet site.
13. Any unit member utilizing sick leave benefits under provisions of this Article will provide the administration with a signed absence form on their first day back to work. An electronic timekeeping system may be implemented to track absences and hourly assignments.
14. After a unit member is absent three (3) or more consecutive duty days, he or she will provide the administration, upon request, a statement from a health care provider verifying their fitness to return to duty. A member absent for more than three (3) duty days will notify their immediate supervisor of their approximate return date. The District may require an employee to provide physician's certification for use of sick leave after five (5) consecutive days of absence.
15. Sick leave may be utilized by any unit member when quarantined by the County Health Officer because of another's illness. Such quarantine must be verified by the County Health Officer.
16. If a unit member has used more sick leave than has been earned or accrued, that deficit, in a dollar amount calculated from the equivalent daily rate for that member, will be deducted from the next available salary warrant.

B. Catastrophic Leave Bank:

Catastrophic illness or injury is an illness or injury that is expected to incapacitate the unit member or any one (1) of the following individuals for an extended period of time: unit member's parents, spouse/registered domestic partner, children, legal dependent, or other member of the immediate household. Catastrophic illness or injury requires the unit member to take time off from work for an extended period of time to care for themselves or an eligible individual, and taking time off work creates a financial hardship for the unit member because they have exhausted all of their sick leave and all other paid time off available to the employee. Catastrophic illness or injury does NOT include stress-related illness, elective surgery, normal pregnancy, Workers' Compensation claims, disabilities resulting from the current use of alcohol or drugs, intentionally self-inflicted injuries, or normal illness such as colds, flu, allergies, headaches, etc.

In the event of a catastrophic illness or injury, upon approval by the committee, unit members may convert accumulated hourly sick leave to daily sick leave at the rate of one (1) day for every four (4) hours of sick leave earned. This conversion is allowed only after all daily sick leave has been exhausted.

Full-time faculty are not eligible to contribute nor withdraw from this Catastrophic Leave Bank for their overload or summer session assignments.

1. The Catastrophic Leave Bank program will be administered by a District/Federation committee composed of five (5) members: three (3) appointed by the Federation, and two (2) appointed by the District.
2. The Catastrophic Leave Bank program will continue from year to year.
3. The parties agree that a Catastrophic Leave Bank will be established to assist unit members who suffer a long-term illness.
4. All unit members may voluntarily participate in the Catastrophic Leave Bank program by:
  - a. Contributing one (1) day (equal to eight (8) hours) of sick leave during the first (1st) full month following the signing of this Agreement; or
  - b. Contributing one (1) day (equal to eight (8) hours) of sick leave during the first (1st) month of a unit member's employment; or
  - c. New participants may annually join the program during the month of September.
5. The District will contribute one (1) sick leave day for each five (5) days of personal sick leave days contributed by participating unit members.
6. Whenever the Catastrophic Leave Bank becomes depleted, each participating unit member will be charged a maximum of one (1) additional day per year from their accumulated sick leave to restock the bank. Sick leave days placed in the bank by participating unit members are irrevocable and:
  - a. May not subsequently be withdrawn from the bank
  - b. May not be transferred to another district should that unit member obtain employment elsewhere;
  - c. May only be used by participating unit members currently employed by the District when approved through the process contained in in this section;
  - d. May not be withdrawn at the time of retirement and may not be used to extend a date of retirement or to receive service credit following a service or disability retirement;
  - e. May not be used retroactively for a previous unpaid absence.
  - f. No sick leave hours may be transferred or donated to the bank any time after

resigning or retiring.

7. A unit member may withdraw from participation in the Catastrophic Leave Bank program at any time by notifying the committee of such withdrawal; however, any days contributed previously may not be withdrawn.
8. Eligibility to use Catastrophic Leave Bank days requires that a participating unit member must have:
  - a. Exhausted their personal sick leave days as well as all hourly sick accumulated and converted to daily sick leave;
  - b. Been incapacitated or absent for no fewer than thirty (30) consecutive calendar days.
9. To apply for Catastrophic Leave Bank usage, the participating unit member must submit the following to the District Human Resources office:
  - a. a completed application on the District's form listing dates of absence to be granted in days from the Catastrophic Leave Bank,
  - b. a doctor's note covering the requested dates, and
  - c. an absence form(s) for the requested dates.

The written request along with the supporting documents will be forwarded to the catastrophic leave bank committee chair. Upon receipt, the committee chair will review all documents with the committee. Once a majority agreement has been met by the committee, the chair will notify the Vice Chancellor of Human Resources or designee, who will then notify the unit member of the committee's decision.

10. There will be a maximum number of forty (40) withdrawal days per participating unit member per year, based upon the first date of request.
11. If a faculty member is probationary at the time of taking a catastrophic illness leave, that faculty member's probationary status will resume upon return to work from catastrophic illness leave. Donated sick time is not counted toward attainment of regular status, and will be treated the same as unpaid leave as it relates to tenure eligibility.
12. A participating unit member using Catastrophic Leave Bank days will not have to replace those days except as a regular contributing member to the bank.
13. Human Resources will provide the Federation President, upon request, an annual report of the number of days used in the previous academic year as well as the number of days remaining in the bank at the beginning of each academic year.

## Section 2. INDUSTRIAL ACCIDENT AND ILLNESS LEAVE:

- A. For accidents or illnesses which are industrially-caused, unit members will be provided leave benefits under the following provisions:
1. Allowable leave will be sixty (60) days during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one (1) fiscal year for the same accident.
  2. Allowable leave will not be accumulated from year to year.
  3. Industrial accident or illness leave will commence on the first (1st) day of absence.
  4. When a unit member is absent from their duties due to an industrial accident or illness, they will be paid such portion of the salary due them for any month in which the absence occurs as, when added to their temporary disability indemnity under Division 4 or Division 4.5 (commencing with Section 6100) of the Labor Code, will result in a payment to them of not more than their full salary.

The phrase, "full salary," as utilized in this section will be computed so that it will not be less than the unit member's "average weekly earnings" as that phrase is utilized in Section 4453 of the Labor Code. For purposes of this section, however, the maximum and minimum average weekly earnings set forth in Section 4453 of the Labor Code will otherwise not be deemed applicable.

5. For approved workers' compensation claims, industrial accident or illness leave will be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award. If a claim is delayed or denied, the employee's accumulated sick leave will be used.
6. When an industrial accident or illness leave overlaps into the next fiscal year, the unit member will be entitled only to the amount of unused industrial accident and illness leave due to them for the same illness and injury.
7. Upon termination of the industrial accident and illness leave, the unit member will be entitled to the benefits provided in Education Code Sections 87781 and 87786, and for the purposes of each of these sections their absence will be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the unit member continues to receive temporary disability indemnity, they may elect to take as much of their accumulated sick leave which, when added to their temporary disability indemnity, will result in a payment to them of not more than their full salary.

(See Sick Leave, Article 18-A, Section 1).

8. During any paid leave of absence, the unit member will endorse to the District the temporary disability indemnity checks received due to their industrial accident or illness. The District, in turn, will issue the unit member appropriate salary warrants

for payment of the unit member's salary, and will deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually covered by such salary warrants.

9. When all available leaves of absence have been exhausted and the unit member is not medically able to return to all the duties of their prior assignment, the District will meet with the unit member to discuss accommodations as required by state and federal law. If the District cannot provide a reasonable accommodation, the unit member will be separated from the District.

### Section 3. BEREAVEMENT LEAVE:

- A. Unit members may be granted, without loss of salary, or other benefits, a leave of absence of three (3) working days for in-state travel. Unit members may extend this leave by two (2) additional days through the use of sick or unpaid leave per occurrence due to the death of their immediate family member. Unit members who must travel out of state are entitled to no more than five (5) working days per occurrence due to the death of their immediate family. Bereavement Leave may be extended through the use of "Personal Necessity Charged to Sick Leave," Article 18-A, Section 5.
- B. "Member of the immediate family," as used in this section, includes any of the following:
  - Mother
  - Father
  - Sibling
  - Grandmother
  - Grandfather
  - Grandchild
  - Child
  - Step-parents
  - Step-children
  - In-law
  - Spouse or registered domestic partner and any of the aforementioned relations to the spouse or registered domestic partner
  - Any relative living in the immediate household of the unit member
- C. An extension of Bereavement Leave may be requested by the unit member. The District will make a determination on such requests in its sole discretion. Such extension will be without salary for the period of time covered by the extension.
- D. A Bereavement Leave of one (1) day per occurrence may be granted, without loss of salary, due to of the death of any close friend or relative not included as a "member of the immediate family" where the unit member has responsibility for carrying out personal business and funeral arrangements attendant to the death.
- E. Bereavement Leave may be granted, without loss of salary for the time necessary to attend



the funeral of a district colleague conditioned upon the following:

1. The unit member receives written permission from the appropriate Vice President or their designee;
  2. The unit member's absence does not result in the unit member being unavailable to teach any assigned class or disrupt services unless such unavailability is made unavoidable by the date and time scheduled for the funeral;
  3. Written application will be made to the appropriate Vice President or their designee NOT later than two (2) working days in advance of the date and time for leave unless special circumstances necessitate a later application.
- F. Bereavement Leave must be taken within six (6) months of the death of the immediate family member or close friend.

#### Section 4. JURY DUTY LEAVE:

- A. When called for jury duty in the manner provided by law, a unit member will be granted a leave of absence without loss of pay for the time they are required to perform jury duty during the unit member's regularly assigned working hours.
- B. Requests for jury duty service leave should be made by presenting the official court summons to jury duty service as soon as possible to the unit member's immediate supervisor and to the District payroll office through regular administrative channels.
- C. Government and local agency employees are required by California Government Code Section 481.200 to waive jury pay. In the event jury fees are paid, reimbursement to the District of any monies earned as a juror, except mileage, will be made by the unit member.
- D. A unit member called for jury duty will not be encouraged in any way to seek exemption from such duty nor will they be discriminated against in any way for not seeking such exemption.
- E. Unit members are required to return to work during any day in which jury duty services are not required.
- F. The District may require verification of jury duty time prior to, or subsequent to, providing jury duty compensation.

#### Section 5. PERSONAL NECESSITY CHARGED TO SICK LEAVE:

All unit members entitled to sick leave benefits have the right to elect Personal Necessity Leave to be charged against their unused sick leave.

Personal Necessity Leave may be used for the following reasons:

- A. The death of a member of the unit member's immediate family (as defined in Section (3)(B) of this Article) when the number of days of absence exceeds the limit provided in Section (3)(A) of this Article.
- B. Serious illness of a member of the faculty member's "immediate family" as defined in Section (3)(B) of this Article.
- C. An accident involving the faculty member's person or property or the person or property of a member of their immediate family, as defined in Section (3)(B) of this Article. Such accident must be (a) serious in nature, (b) involve a circumstance the unit member cannot reasonably be expected to disregard, (c) require the attention of the unit member during assigned hours of service, and (d) cannot be attended to during non-duty hours.
- D. Appearance in court as a litigant or as a witness under an official order.
- E. The birth of a child making it necessary for a unit member who is the parent of the child to be absent from their position during his assigned hours of service.
- F. Imminent danger to the home of a unit member occasioned by a factor such as flood or fire, serious in nature, which under the circumstance the unit member cannot reasonably be expected to disregard, and which requires the attention of the unit member during assigned hours of service.
- G. Personal necessity leave will be subject to the following limits and conditions:
  - 1. The total number of days allowed in one (1) fiscal year from such leave or leaves will not exceed six (6) days.
  - 2. Personal necessity leave claimed against accrued sick leave must be so designated on absence and time reports, but reasons for such leave are not required.

Two (2) of the six (6) days may be granted for any reason deemed appropriate by the unit member and with prior approval of the supervisor, and in no case will there be more than two (2) unit members off at any one (1) time in any work unit under this paragraph.

#### Section 6. SABBATICAL LEAVE:

- A. Sabbatical leaves will be granted to unit members, under provisions of the Education Code, for the purpose of carrying out an approved program which will enable the unit member to provide improved service to the District and its students. Consideration will be given to programs that involve an appropriate program of organized study, research, or travel.
- B. Sabbatical leave application, processing, approval, and compensation for unit members will be in accordance with the following provisions:
  - 1. Unit members may apply for a sabbatical leave during their sixth consecutive year

of full-time service, or during their sixth consecutive year of full-time service following a sabbatical leave, such that the unit member will have completed six (6) consecutive years of full-time service by the beginning of their sabbatical leave. After completing a sabbatical leave, a unit member is not again eligible to apply for such leave until they have served on a full-time basis for at least six (6) additional consecutive years. A leave for professional improvement, while not constituting a break in continuity of service, will not count as one of the six (6) years required for sabbatical eligibility.

2. Subject to the availability of funds and discretion of the District, the District will allocate sabbatical leaves for up to a maximum of twelve (12) of the eligible unit members. Apportionment of sabbatical leaves between the District colleges will be as follows: the number of leaves assigned to Fresno City College, Reedley College, Clovis Community College, and Madera Community College will be based upon the ratio of full-time unit members at Fresno City College, Reedley College, Clovis Community College, and Madera Community College to the total of all faculty employed by the State Center Community College District.
3. If an insufficient number of candidates apply, or if an insufficient number of applications are recommended by the committee for sabbatical leave as having met the written criteria for sabbatical leave consideration, the application period will be extended for an additional three (3) weeks. All faculty will be notified of the extension and reasons for such. If, after the extension an insufficient number still fails to meet the minimum written qualifications, the College/Campus President may recommend fewer leaves than that number allocated to the college.
4. Leaves granted will be distributed among the various divisions of a college so as not to impair the instructional programs, non-instructional programs and services to students.
5. The unit member applying for a sabbatical leave will agree to serve the District for at least two (2) years immediately following completion of the leave. Prior to entering upon a sabbatical leave the unit member may choose one of two methods of compensation. Under Option I, the unit member must file a suitable bond indemnifying the District for any salary paid to the unit member during the period of sabbatical leave in the event said unit member fails to return and to render two (2) full years of service in the District following the completion of the sabbatical leave. Under Option II, the unit member may enter into a written agreement with the District to fulfill the obligations of the leave in lieu of filing a bond for this purpose, as set forth in Option I. Such an agreement form is available in the Office of Human Resources. The unit member is expected to complete their sabbatical leave as indicated in their approved sabbatical leave proposal.
6. Each unit member applying for sabbatical leave will submit a formal standardized application to the appropriate committee for sabbatical leaves prior to November 1 of the academic year preceding the academic year of the proposed leave. The committee at each college will consist of the Vice President of Instruction, acting as

chairperson, all division Deans or those in comparable positions, and an equal number of faculty members appointed by the President of the Academic Senate.

- a. The Vice President of Student Services will serve as an ex-officio member when considering applications from the counseling student services area.
  - b. The committee at each institution will provide the College President with a recommended rank order of leave applications which will be submitted to the Chancellor, along with the College President's recommendations, if any, for subsequent presentation to the Board of Trustees.
  - c. Applications submitted after the deadline date will be given consideration when accompanied by valid reasons. Valid reasons normally will be limited to government, professional, or academic programs which became available after the deadline date.
7. Within one (1) semester after return to duty, a unit member who has completed a sabbatical leave will submit to the committee for sabbatical leaves and for distribution among faculty, a written report covering the period of the sabbatical. When applicable, a transcript or other evidence of completion of the planned program will accompany this report. A copy of each sabbatical leave report, together with the committee's evaluation, will be forwarded through the College President's office to the Chancellor not later than one (1) semester after return to duty.
- If the committee's evaluation reflects that the sabbatical leave report is unacceptable and/or the terms and conditions of the sabbatical were not fully met, the unit member has one (1) additional semester to rectify the problem. If the evaluation remains "unacceptable" at the conclusion of the semester, the District has the right to reclaim, through automatic payroll deduction, from the unit member that percentage of the sabbatical stipend that in the committee's viewpoint reflects the unit member's degree of incompleteness.
8. Compensation while on sabbatical leave will be computed in accordance with the salary schedule in effect during the period of leave and will be paid in equal monthly payments. A sabbatical leave will be counted as service and experience on the salary schedule.
9. Sabbatical leaves may be granted as follows:
- a. One (1) semester at one hundred percent (100%) of full salary, or
  - b. One (1) full academic year at sixty-five percent (65%) of full salary, or
10. Unit members on a full-year sabbatical may work for outside employers (or themselves) and receive remuneration, so long as the combined income from the District's sixty-five percent (65%) salary payment and the outside remuneration does not exceed one-hundred percent (100%) of what the unit member would receive on

the regular faculty salary schedule. A proof of income statement completed and notarized by a Certified Public Accountant (CPA) is required to verify the unit member's income. Any excess amounts will adjust the District's sixty-five percent (65%) salary payment downward to maintain the one-hundred percent (100%) salary figure. Outside income that a unit member previously and regularly received during a school year is not affected by the provisions of this section, which apply only to additional employment that a unit member secures during the sabbatical year. Income that a unit member may receive from an employer as a part of their sabbatical leave also is not affected by the provisions of this section. Unit members, on a one (1) semester leave, upon approval may work for outside employers and receive remuneration if the income was previously and regularly received during the prior two (2) school years. Additional employment must receive prior approval from the Sabbatical Leave Committee.

11. The District will maintain full health and welfare benefits for the unit member on leave to the same extent as if the unit member were working in their regular assignment. Sabbatical leave will not count as a break in service for retiree medical insurance benefits. District paid health and welfare benefits will end if the unit member receives reasonably comparable health and welfare benefits (including dependent coverage) from any other employer.
12. Time on sabbatical leave will count towards retirement. Retirement contributions will be made on the basis of the sabbatical leave compensation (one-hundred percent (100%) for one (1) semester sabbaticals and seventy-five (65%) for one (1) year sabbaticals) and provisions of the State Teacher's Retirement System (STRS). The unit member on a one (1) year sabbatical may elect to contribute to the one-hundred percent (100%) level through STRS.
13. Unit members on sabbatical leave may not perform any work for the District during the sabbatical period. This includes, but is not limited to teaching, service on committees, including search committees, grant work, etc., but may teach or perform services during the summer session, if outside of their full-time contractual obligation. Cases in which exceptions may be made will be in the interest of the instructional needs of the District as determined by the College President. Paid sick leave is not earned during this period.
  - a. Acceptance of a request to work for the District while on sabbatical leave is voluntary.
  - b. Faculty who are asked by management to perform work for the District during sabbatical leave will receive additional compensation at the unit member's applicable Schedule B hourly rate.

#### Section 7. GRANT LEAVE:

- A. A grant leave is a leave to permit a regular faculty member to accept a grant to teach, lecture, or do research for a public or private institution or a city, county, state, federal, or foreign government. Such service should result in the unit member's rendering more

effective service to the District upon return.

- B. Leave may be granted for a maximum of one (1) year.
- C. District may compensate unit member on leave by paying the difference between the amount of the grant and the unit member's regular salary.
- D. District will pay retirement benefits and health and welfare benefits for the unit member on leave to the same extent as if the unit member were working in their regular assignment. District-sponsored health and welfare benefits will end if the unit member receives reasonably comparable health and welfare benefits (including dependent coverage) from any other employer.
- E. All unit members who have satisfactorily completed six (6) consecutive years of full-time service in this District will be eligible to apply for a grant leave. A leave for health, maternity, military service, or professional improvement, while not constituting a break in continuity of service, will not count as one of the six (6) years required for grant leave eligibility.
- F. The unit member applying for a grant leave will agree to serve the District for at least twice the time approved for the grant leave immediately following completion of the leave. Prior to entering upon a grant leave, the unit member may choose one of two methods of compensation. Under Option I, the unit member must file a suitable bond indemnifying the District for any salary paid to the unit member during the period of grant leave in the event said unit member fails to return and to render twice the time approved for the grant leave in the District following the completion of the grant leave. Under Option II, the unit member may enter into a written agreement with the District to fulfill the obligations of the leave in lieu of filing a bond for this purpose, as set forth in Option I. Such an agreement form is available in the Office of Human Resources.
- G. Eligibility:
  - 1. The unit member will submit to the College President a request for Grant Leave;
  - 2. The request will be submitted at least one (1) semester prior to the semester in which the leave is granted;
  - 3. The College President will consider the Grant Leave request on the basis of enhancing the unit member's professional growth;
  - 4. The District contributions toward the unit member's regular salary will not exceed twenty (20) percent;
  - 5. Unit members on Grant Leave will not exceed two (2) at Fresno City College, one (1) at Reedley College, one (1) at Clovis Community College, and one (1) at Madera Community College;

6. The College President will forward the Grant Leave request to the Board of Trustees with a recommendation.

**ARTICLE 18-B**  
**LEAVES WITHOUT PAY**

Section 1. PERSONAL BUSINESS LEAVE:

- A. The College President, upon request and with prior approval, may, in his or her sole discretion, grant an absence for Personal Business Leave to a unit member.
- B. Absences for Personal Business Leave will be without pay unless the unit member elects to have such days of absence deducted from their accumulated sick leave. Any District-sponsored group health insurance, including life insurance and long-term disability insurance, will not continue through the District while the unit member is on unpaid Personal Business Leave. The unit member may elect to continue coverage as afforded through COBRA for the group health plans, or through the insurance carrier for life insurance. The long-term disability insurance is not eligible for continuance at the employee cost. Upon return from this leave, the unit member will be reinstated to all group and welfare benefits in accordance with eligibility rules. Any voluntary deductions the unit member may have, may be continued at the expense of the unit member.
- C. In the event the unit member elects to have the absence deducted from sick leave, he/she may do so up to a maximum of two (2) accumulated sick leave days per college year for reasons of personal business.

Section 2. PROFESSIONAL IMPROVEMENT LEAVE:

- A. Any unit member, after four (4) years of successful service to the District, may, upon request and approval, be granted a leave of absence for up to one (1) year. Upon application, one (1) additional year of Professional Improvement Leave may be granted, subject to determination of benefit to the District and Board approval.
- B. The unit member, upon returning from leave, will be placed on the step of the salary schedule that they would have attained had he/she been continuously employed by the District during such absence.
- C. There will be no loss of seniority, tenure, break in service, or other rights available under law because of such leave of absence.
- D. Requests for Professional Improvement Leave will be submitted no later than the beginning of the semester preceding the semester of requested leave.
- E. A Professional Improvement Leave of less than one (1) year may be granted, but not less than one (1) full semester.
- F. Any District-sponsored group health insurance, including life insurance and long-term disability insurance, will not continue through the District while the unit member is on Professional Improvement Leave. The unit member may elect to continue coverage as afforded through COBRA for the group health plans, or through the insurance carrier for



life insurance. The long-term disability insurance is not eligible for continuance at the employee cost. Upon return from this leave, the unit member will be reinstated to all group and welfare benefits in accordance with eligibility rules. Any voluntary deductions the unit member may have, may be continued at the expense of the unit member, with the carrier's approval.

Section 3. PUBLIC OFFICE LEAVE:

- A. Any unit member elected to public office will be granted a leave of absence without pay for the duration of their elected term of office, if requested by the unit member.
- B. The unit member must resume their full duties within six (6) months after their term of office expires.
- C. Compensation for part-time service by a unit member on Public Office Leave will be on a pro rata basis of the unit member's full-time salary.
- D. The period of time away on Public Office Leave will be counted as years of experience toward total years of service.
- E. Unless otherwise agreed to, a unit member, upon completion of their term of office, will be reinstated to a comparable position to the one they held prior to their election.
- F. Any District-sponsored group health insurance, including life insurance and long-term disability insurance, will not continue through the District while the unit member is on Public Office Leave. The unit member may elect to continue coverage as afforded through COBRA for the group health plans, or through the insurance carrier for life insurance. The long-term disability insurance is not eligible for continuance at the employee cost. Upon return from this leave, the unit member will be reinstated to all group and welfare benefits in accordance with eligibility rules. Any voluntary deductions the unit member may have, may be continued at the expense of the unit member, with the carrier's approval.

Section 4. HEALTH LEAVE:

- A. Any unit member may, with approval of the College President and at the discretion of the Board, be granted a leave of absence for health reasons for a period of time not to exceed one (1) year. Such leave will be without pay and retirement benefits.
- B. Certification of the need, or proof of illness, for such leave, acceptable to the District, must be provided by the unit member's health care provider.
- C. Any such leave will not be counted as experience on the salary schedule, nor will it be counted in determining other benefits such as sick leave or sabbatical leave eligibility.
- D. Any such leave granted, however, will not count as a break in continuity of service to the District.

- E. The District agrees to pay the District insurance contribution when a unit member is on a health leave.

Section 5. PERSONAL AND PARENTAL LEAVE:

- A. Any unit member may, with approval of the College President, be granted a leave, in addition to the leave provided in Article 18-A, Section 1 (A)(11) above, for a specific reason deemed appropriate including leave to care for a child, at the convenience of the District.
- B. Any District-sponsored group health insurance, including life insurance and long-term disability insurance, will not continue through the District while the unit member is on Personal and Parental Leave. The unit member may elect to continue coverage as afforded through COBRA for the group health plans, or through the insurance carrier for life insurance. The long-term disability insurance is not eligible for continuance at the employee cost. Upon return from this leave, the unit member will be reinstated to all group and welfare benefits in accordance with eligibility rules. Any voluntary deductions the unit member may have, may be continued at the expense of the unit member, with the carrier's approval.
- C. Any such leave requires Board approval prior to taking such leave.
- D. There will be no loss of seniority, tenure, or other rights available under law because of such leave.

**ARTICLE 18-C  
OTHER LEAVE**

Section 1. MILITARY LEAVE:

Unit members will be granted military leave in accordance with the provisions of the State of California Education Code and of the Military and Veterans Code.

**ARTICLE 19**  
**INSURANCE PROGRAMS**

Section 1. MEDICAL INSURANCE:

- A. The District will provide District-sponsored group medical insurance plan coverage for eligible unit members and their eligible dependents, conditioned upon the provisions of this Article and applicable law. The District's contribution to the premium is set forth in Section (1)(B) of this Article.
- B. District-sponsored group medical plan insurance coverage will remain in effect during approved leaves, except as otherwise provided in the respective leave provisions, providing unit members pay, in accordance with insurance carrier requirements, District and unit member premium contributions. Failure to pay required premium will result in termination of coverage.

The District contribution will be one thousand, one-hundred thirty-five dollars (\$1,135.00) per month per eligible unit member. The unit member will pay the difference between the District contribution and the cost of any premium in excess of the District contribution for any selected medical plan. If the premium is below the District's contribution, the District contribution will be the actual premium amount.

- C. Any District-sponsored group medical insurance plan(s) offered to unit members will first be mutually agreed to by the District and the Federation.
- D. Unit members and their eligible dependents will become eligible for medical insurance benefits on the first day of the month following date of hire, upon prior completion of enrollment requirements.
- E. Eligible unit members are required to enroll in a District-sponsored group medical insurance plan according to EdCare Joint Powers Agreement and insurance carrier requirements. If an eligible member fails to submit enrollment forms to the District Benefits Office within thirty-one (31) calendar days from the date of hire, which includes the date of hire, the District will automatically enroll the unit member into the lowest cost plan option for the District. The unit member will be responsible for any portion of the premium in excess of the District's contribution for the medical plan.

Section 2. DENTAL INSURANCE:

- A. The District will provide a District-sponsored group dental insurance coverage for eligible unit members and their eligible dependents.
- B. The District will contribute a premium amount equivalent to the premium cost of the dental plan.
- C. District-sponsored group dental insurance coverage will remain in effect during approved leaves, except as otherwise provided in the respective leave provisions, providing unit

members pay, in accordance with insurance carrier requirements, District and unit member premium contributions. Failure to pay required premium will result in termination of coverage.

- D. Unit members and their eligible dependents will become eligible for District-sponsored group dental insurance benefits on the first day of the month following date of hire, upon prior completion of enrollment requirements.
- E. Eligible unit members are required to enroll in District-sponsored group dental insurance coverage according to EdCare Joint Powers Agreement and insurance carrier requirements. If an eligible unit member fails to submit enrollment forms to the District Human Resources Office within thirty-one (31) calendar days from the date of hire, which includes the date of hire, the District will automatically enroll the unit member into the dental plan option.

Section 3. VISION INSURANCE:

- A. The District will provide District-sponsored group vision insurance coverage for eligible unit members and their eligible dependents.
- B. The District will contribute a premium amount equivalent to the premium cost of the vision plan.
- C. District-sponsored group vision insurance coverage will remain in effect during approved unpaid leaves, except as otherwise provided in the respective leave provisions, providing unit members pay, in accordance with insurance carrier requirements, District and unit member premium contributions. Failure to pay required premium will result in termination of coverage.
- D. Unit members and their eligible dependents will become eligible for District-sponsored group vision insurance coverage on the first day of the month following date of hire, upon prior completion of enrollment requirements.
- E. Eligible unit members are required to enroll in District-sponsored group vision insurance coverage according to EdCare Joint Powers Agreement and insurance carrier requirements. If an eligible unit member fails to submit enrollment forms to the District Human Resources Office within thirty-one (31) calendar days from the date of hire, which includes the date of hire, the District will automatically enroll the unit member into the vision plan option.

Section 4. LONG TERM DISABILITY INSURANCE (LTD):

- A. The District will provide long-term disability insurance coverage options for eligible unit members.
- B. Eligible unit members have the following long-term disability insurance coverage options depending on their date of hire:

1. **Option 1 (Unit members hired on or before August 31, 2013):**

For eligible unit members hired into full-time benefited positions on or before August 31, 2013, the District will provide, at the District's expense, long-term disability insurance coverage. If the unit member separates employment from the full-time benefited position, the LTD benefit under this section will be lost. If the unit member is rehired into a full-time benefited position at a later date, they will be eligible to purchase a voluntary long-term disability plan as noted in Option 2. For unit members with a base salary of \$100,000 or more, additional supplemental voluntary long-term disability insurance coverage will be available to purchase at the unit member's expense during open enrollment, per the requirements of the carrier.

**2. Option 2 (Unit members hired on or after September 1, 2013):**

For eligible unit members hired into full-time benefited positions on or after September 1, 2013, the District will provide, at the unit member's expense, voluntary, long-term disability insurance coverage.

Unit members will become eligible for voluntary, long-term disability insurance coverage on the first day of the month following date of hire, upon prior completion of enrollment requirements.

- C. Long-term disability insurance coverage will remain in effect during approved unpaid leaves, providing unit members pay, in accordance with insurance carrier requirements, District and unit member premium contributions except as otherwise provided. Failure to pay required premium will result in termination of coverage.
- D. Unit members may refer to the plan document for their applicable policy to determine coverage as provided by the carrier.
- E. Should an eligible enrolled unit member be deemed disabled and approved for LTD benefits by the insurance carrier, the unit member may receive up to sixty percent (60%) of their current monthly salary with a maximum payout of five thousand dollars (\$5,000.00) per month. Unit members who have elected the supplemental voluntary long-term disability insurance coverage, known as the "buy-up" coverage, may receive up to sixty percent (60%) of their current monthly salary with a maximum payout of seven thousand dollars (\$7,000) per month.

**Section 5. LIFE INSURANCE:**

- A. The District will provide a District-sponsored group term life insurance coverage for eligible unit members and their eligible dependents. The amount will be fifty thousand dollars (\$50,000.00) level term for the unit member plus five thousand dollars (\$5,000.00) for eligible dependent coverage. The eligible dependent must be enrolled on the unit member's medical insurance plan.
- B. District-sponsored group term life insurance coverage will remain in effect during approved unpaid leaves, except as otherwise provided in the respective leave provisions, providing unit members pay, in accordance with insurance carrier requirements, District

and unit member premium contributions. Failure to pay required premium will result in termination of coverage.

- C. Unit members and their eligible dependents will become eligible for District-sponsored group term life insurance benefits on the first of the month following date of hire, upon prior completion of enrollment requirements.

Section 6. DISTRICT INSURANCE PREMIUMS CONTRIBUTIONS:

The District will pay one hundred percent (100%) of the premium for coverage listed in Section 2 (Dental Insurance), 3 (Vision Insurance), 4, B1. (LTD for unit members hired before August 31, 2013), and 5 (Life Insurance).

Section 7. RETIREE MEDICAL INSURANCE:

- A. The retiree medical insurance benefits will be effective for eligible unit members who retire from the District during the term of this Agreement.
- B. The retiree medical insurance program covers the medical insurance plan only. Benefits will not be offered nor provided in cash or cash equivalent in lieu of insurance. The dental, vision, and life insurance plans will terminate upon retirement. The dental and vision plans may be continued at the unit member's expense with the insurance carrier(s) under the Consolidated Omnibus Budget Reconciliation Act (COBRA). The life insurance plan may be continued at the unit member's expense directly with the insurance carrier(s) within thirty-one (31) days from the date the insurance terminates. The long-term disability plan ends upon retirement and is not portable. Should the unit member have voluntary insurance deductions, they may be eligible to continue the insurance plans on an individual basis directly with the insurance carrier, subject to law and applicable plan documents.
- C. Eligible spouse/registered domestic partner and eligible dependents may be covered under the retiree medical insurance plan if enrolled on the medical plan at the time of retirement and if they remain continuously on the retiree medical insurance plan with no lapse in coverage. Upon death of retiree, the retiree medical insurance option, which includes enrollment on the District's group medical insurance plan, and the District contribution, will be terminated for both the surviving spouse/registered domestic partner and surviving dependents on the first day of the month following the retiree's death; unless the retiree medical insurance option chosen had a surviving spouse/registered domestic partner benefit in which case surviving dependents can only remain on the plan if the surviving spouse/registered domestic partner is still enrolled on the plan with no lapse in coverage.
- D. If a retiree or eligible surviving spouse/registered domestic partner drops the retiree medical insurance for any reason, or is terminated due to non-payment of premiums, they are not eligible to re-enroll or be reinstated in the District's retiree medical insurance program.
- E. The retiree and eligible surviving spouse/registered domestic partner enrolled on the retiree medical plan must enroll in Medicare Part A and Part B when first qualified.

- F. Unit members who retire from the District and elect a retiree medical option under this Article, and later return to work at the District in a capacity that makes them eligible for active employee medical insurance will no longer continue to receive retiree medical insurance benefits.
- G. To be eligible for the retiree medical insurance program, the unit member must have an effective retirement date with CalSTRS (or CalPERS, if applicable) no later than thirty (30) days after the unit member's last date in paid status with the District. Upon retirement from the District, eligible unit members will have the option to either opt out or make an election of one (1) of the following retiree medical insurance plan options:
1. **Unit Members hired on or before June 30, 2013:**
    - a. Option 1.1 A
    - b. Option 1.1 B
    - c. Option 2
  2. **Unit members hired on or after July 1, 2013:**
    - a. Option 1.2 A
    - b. Option 1.2 B
    - c. Option 2

OPTION 1.1 (Unit members hired on or before June 30, 2013):

When a unit member retires, if they have not met the age requirement at retirement but meet the years of service requirement at retirement, they can move from Option 1.1a to 1.1b when they meet the age requirement.

For unit members retiring early (prior to age of Medicare eligibility), and who wish to continue coverage under the District-offered retiree medical insurance program, the District will contribute two thousand, four hundred dollars (\$2,400.00) per year (\$200/month) conditioned upon the following:

1. The unit member has attained their fifty-fifth (55th) birthday;
2. The unit member will have served the District in a full-time, benefited position for a minimum of ten (10) consecutive years immediately preceding retirement.
3. The retiree is receiving their regular retirement allowance from STRS or PERS;
4. This benefit option terminates on the first day of the month in which the retiree reaches age of Medicare eligibility.
5. Upon death of retiree, the eligible surviving spouse/registered domestic partner will not be eligible for the district contribution under this option until the first day of the month in which they reach age sixty (60). Prior to age sixty (60), the surviving spouse/registered domestic partner may continue coverage on the District's retiree medical insurance plan at their own cost. An eligible surviving spouse/registered domestic partner is the spouse/registered domestic partner



enrolled on the retiree's medical insurance plan at the time of retirement and who remains continuously on the plan with no lapses in coverage. If the spouse/registered domestic partner is not enrolled in the medical insurance plan at the time of retirement, or if there is a lapse in coverage, the spouse/registered domestic partner is not eligible to receive the benefits of this option.

6. The eligible surviving spouse's/registered domestic partner's benefit under this option terminates on the first day of the month the eligible surviving spouse/registered domestic partner reaches age of Medicare eligibility.
7. The eligible surviving spouse/registered domestic partner benefit under this option will terminate should the spouse/registered domestic partner re-marry or enter into a new registered domestic partnership.

B. For bargaining unit members who retire and have served the District in a full-time, benefited position for a minimum of fifteen (15) consecutive years immediately prior to retiring, the District will contribute two thousand, seven hundred seventy-one dollars and thirty-four cents (\$2,771.34) per year toward the District-offered medical insurance program supplement to Medicare, or the actual cost of the District-offered retiree medical insurance program supplement to Medicare, whichever is less, for the life of the unit member and their eligible spouse/registered domestic partner, as conditioned below. The District contribution amount in effect on July 1, 2017 will be increased annually by two percent (2%), effective October 1, 2017, and on the plan anniversary date each year thereafter. The unit member will be eligible to receive said District contributions toward the District-offered retiree medical insurance program supplement plan, conditioned upon the following:

1. The unit member will have attained their age of Medicare eligibility;
2. The retiree is receiving their regular retirement allowance from STRS or PERS;
3. The benefit option and District contribution toward the District-offered retiree medical insurance plan will continue for life of retiree or eligible surviving spouse/registered domestic partner. The eligible surviving spouse/registered domestic partner will be the spouse/registered domestic partner enrolled on the retiree's medical insurance plan at the time of retirement and who remains continuously on the plan with no lapses in coverage. If the spouse/registered domestic partner is not enrolled in the medical insurance plan at the time of retirement, or if there is a lapse in coverage, the spouse/registered domestic partner is not eligible to receive the benefits of this option;
4. This benefit option, including the District contribution will terminate should the eligible spouse/registered domestic partner re- marry or enter into a new registered domestic partnership.

OPTION 1.2 (Unit members hired on or after July 1, 2013):

- A. For unit members retiring early (prior to age of Medicare eligibility), and who wish to continue coverage under the District-offered retiree medical insurance program, the District will contribute two thousand, four hundred dollars (\$2,400.00) per year (\$200/month) conditioned upon the following:
1. The unit member has attained their fifty-fifth (55th) birthday;
  2. The unit member will have served the District in a full-time benefited position for a minimum of ten (10) consecutive years immediately preceding retirement;
  3. The retiree is receiving their regular retirement allowance from STRS or PERS;
  4. This benefit terminates on the first day of the month in which the retiree reaches age of Medicare eligibility;
  5. Upon death of retiree, the eligible surviving spouse/registered domestic partner will not be eligible for any benefit under this option. The benefit option terminates on the first day of the month following the retiree's death.
  6. The spouse/registered domestic partner is the spouse/registered domestic partner enrolled on the retiree medical insurance plan at the time of retirement and who remains continuously on the plan with no lapses in coverage.
- B. For bargaining unit members who retire and have served the District in a full-time, benefited position for a minimum of fifteen (15) consecutive years immediately prior to retiring, the District will contribute two thousand five hundred ten dollars and nine cents (\$2,510.09) per year toward the District-offered retiree medical insurance program supplement to Medicare, or the actual cost of the District-offered retiree medical insurance program supplement to Medicare, whichever is less, until age seventy (70), as conditioned upon the following:
1. The unit member will have attained their age of Medicare eligibility;
  2. The retiree is receiving their regular retirement allowance from STRS or PERS;
  3. The District benefit option terminates on the first day of the month in which the retiree reaches seventy (70) years of age;
  4. Upon death of retiree, the eligible surviving spouse/registered domestic partner will not be eligible for any benefits under this option. The benefit option terminates on the first day of the month following the retiree' death.
  5. The spouse/registered domestic partner is the spouse/registered domestic partner enrolled on the retiree medical insurance plan at the time of retirement and who remains continuously on the plan with no lapses in coverage.
- C. If a retiree or eligible, covered spouse/registered domestic partner drops the District-offered

retiree medical insurance plan for any reason, or is terminated due to non-payment of premiums, they are not eligible for re-enrollment. The spouse/registered domestic partner must be the spouse/registered domestic partner enrolled on the retiree medical insurance plan at the time of retirement.

OPTION 2 (All unit members regardless of hire date):

- A. For unit members retiring early (prior to age of Medicare eligibility), and who wish to continue coverage under the District-offered retiree medical insurance program, the District will contribute seventy percent (70%) of the District's contribution to the active employee unit member's premium per month noted in section 1.B toward the retiree medical insurance, conditioned on the following:
1. The unit member has attained their fifty-fifth (55th) birthday;
  2. The unit member will have served the District in a full-time, benefited position for a minimum of ten (10) consecutive years immediately preceding retirement;
  3. The retiree is receiving their regular retirement allowance for STRS or PERS;
  4. This benefit option terminates on the first day of the month in which the unit member reaches age of Medicare eligibility;
  5. Upon death of retiree, the eligible surviving spouse/registered domestic partner will not be eligible for benefit contribution toward the retiree medical insurance under this option until he/she reach age sixty (60). If the eligible surviving spouse/registered domestic partner is under the age of sixty (60), they may continue on the District's plan at their own cost. An eligible surviving spouse/registered domestic partner must be the spouse/registered domestic partner enrolled on the retiree medical insurance plan with the unit member at the time of retirement and must remain continuously on the plan with no lapses in coverage. The surviving spouse/registered domestic partner will not be eligible for benefits under this option for unit members hired on or after July 1, 2013 and benefits under this option will terminate on the first day of the month following the retiree's death.
  6. The eligible surviving spouse's/registered domestic partner's benefits under this option terminates on the first day of the month the surviving spouse/registered domestic partner reaches age of Medicare eligibility. The surviving spouse/registered domestic partner will not be eligible for benefit contributions for unit members hired on or after July 1, 2013.
- B. Unit members who elect OPTION 2, which provides an enhanced pre-Medicare eligibility age District contribution toward medical coverage, will not be eligible for a (Option 1.1A, Option 1.1B, Option 1.2A and Option 1.2B).
- C. If a retiree or eligible covered spouse/registered domestic partner drops the District's retiree medical insurance plan for any reason, or is terminated due to non-payment of premiums,

they are not eligible for re-enrollment. The spouse/registered domestic partner must be the spouse/registered domestic partner enrolled on the retiree medical insurance plan at the time of retirement.

Section 8. IRC SECTION 125 PLAN:

An Internal Revenue Code (IRC) section 125 Plan will be implemented in accordance with Governmental rules and regulations for full-time faculty for premium conversion, medical reimbursement, and dependent care made available by the College District. The Federation agrees to defend, indemnify, and hold harmless the District, its officers, agents, and employees from any claims, demands, damages, or other liability, including costs and attorney's fees arising out of this section or the administration or implementation thereof. Upon valid service of a summons and complaint or of a claim under the Government Tort Claims Act, the District agrees to notify the Federation thereof and to cooperate as reasonably necessary for the defense or settlement of such action.

Section 9. Consolidated Omnibus Budget Reconciliation Act (COBRA):

Upon separation from the District, or change from full-time to part-time status, unit members may have the option to continue their District-sponsored medical, dental, and vision insurance plan at their own expense as afforded under COBRA legislation. All COBRA plans are administered directly through the District's third party administrator.

**ARTICLE 20**  
**GRIEVANCE PROCEDURE**

Section 1. PURPOSE:

To provide an orderly procedure for reviewing and resolving grievances promptly.

Section 2. DEFINITIONS:

- A. Grievance: A formal written allegation by a grievant that there has been a violation, misapplication, or misinterpretation of any provision of this Agreement.

Actions to challenge or change the policies of the District as set forth in the policies, rules, and regulations, or administrative regulations and procedures not included within this contract must be addressed under District policy rather than this Grievance Procedure.

- B. A "grievant" may be any unit member covered by the terms of this Agreement.
- C. A "day" (for the purposes of this grievance policy) is any day on which the central administrative office of the State Center Community College District is open for business.
- D. The "immediate supervisor" is the first (1st) administrator having immediate jurisdiction over the grievant--not within the same bargaining unit as the grievant.

Section 3. TIME LIMITS:

- A. A grievant who fails to comply with the established time limits at any step will forfeit all rights to further application of this Grievance Procedure relative to the grievance in question.
- B. Failure of the District to respond within established time limits to any step entitles the grievant to proceed to the next step.
- C. Time limits and steps may be waived by mutual written consent of the parties.

Section 4. OTHER PROVISIONS:

- A. Unit Member Legal Rights: Nothing contained herein will deny to any unit member their rights under state or federal constitution laws.
- B. Any grievance which arose prior to the effective date of this Agreement will not be processed under this procedure.
- C. Unit members may be represented by the appropriate college Federation Vice President for Member Rights or their designee at any conference or at any level.

- D. Informal Discussion--Oral: Within thirty (30) days of the time a unit member knew or reasonably should have known of an alleged grievance, the unit member, either directly or accompanied by the Federation's "VP for Member Rights", or designee, will orally discuss with their immediate supervisor during non-teaching hours the alleged grievance. Within five (5) days, the immediate supervisor will give their oral response.

Section 5. FORMAL LEVEL:

A. Level I:

1. Within five (5) work days of the oral response, if the grievance is not resolved, it will be stated in writing on the "Academic Grievance" form as provided by the District (and shown as Exhibit "B" of this Agreement), signed by the grievant (or Federation Representative), and presented to their supervisor (or designee) at the Dean level or above.
2. The supervisor or designee will communicate their decision to the unit member in writing within five (5) days after receiving the grievance.
3. Within the above time limits, either the grievant (or Federation Representative) or the immediate supervisor (or designee) may request a personal conference with the other party.

B. Level II:

1. In the event the grievant is not satisfied with the decision at Level I, they may appeal the decision on the appropriate form to the College President, or their designee, within five (5) days.
2. This statement will include a copy of the original grievance and a written copy of the decision rendered by the unit member's supervisor or designee.
3. The College President, or their designee, will communicate the decision to the grievant in writing within seven (7) days of receiving the appeal. Either the grievant (or Federation Representative) or the College President (or their designee) may request a personal conference within the above time limits.

C. Level III:

1. If the grievant is not satisfied with the decision at Level II, they may, within five (5) days, appeal the decision on the appropriate form to the Chancellor or their designee.
2. This statement will include copies of the original grievance and appeal and written copies of the decisions rendered.
3. The Chancellor, or their designee, will communicate their decision in writing to the

grievant within fifteen (15) days.

D. Level IV--Arbitration:

1. Within fifteen (15) work days after receipt of the decision of the Chancellor, the Federation may, upon written notice to the Chief Human Resources Officer, submit the grievance to arbitration under and in accordance with the prevailing rules of California State Mediation and Conciliation Services. Only the Federation (exclusive representative) may demand arbitration
2. Powers of the Arbitrator: After due investigation, it will be the function of the arbitrator, who is empowered except as their powers are herein limited, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement and to determine the arbitrability of any grievance where arbitrability is questioned by either party.
3. The arbitrator will have no power to:
  - a. Add to, subtract from, disregard, alter, or modify any of the terms of this Agreement;
  - b. Establish, alter, or modify any salary structure;
  - c. Rule on any of the following:
    - i. Termination of services of, or failure to reemploy, any first- or second- contract unit member;
    - ii. Any matter involving any unit member's evaluation, except procedural matters;
  - d. All fees and expenses of the arbitrator will be shared equally by the Board and the Federation. Other expenses will be borne by the party incurring them. Neither party will be responsible for the expense of non-employee witnesses called by the other.
4. The decision of the arbitrator will be final and binding on all parties.

## **ARTICLE 21 COMPENSATION**

### Section 1. SALARY:

For Salary Schedule refer to Exhibit A.

For 2022-2023, all full-time faculty salary schedules will be increased by COLA + 0.50% (equal to 7.06% combined total). The District will provide full-time unit members with a one-time, off-schedule payment of one percent (1%) based on the unit members' 2021-2022 base salary, to be paid on the May 31, 2023 pay period. The District will provide full-time unit members with a one-time, off-schedule payment of one percent (1%) based on the unit members' 2022-2023 base salary, to be paid on the July 2023 pay period.

For 2023-2024, all full-time faculty salary schedules will be increased by COLA.

For 2024-2025, all full-time faculty salary schedules will be increased by COLA.

“COLA” means funded COLA.

### Section 2. SALARY DISPUTE:

Any dispute pertaining to the salary provisions contained herein is subject to the Grievance Procedure of this Agreement. Members may dispute initial salary placement or class advancement within thirty (30) days of the effective date of the initial salary placement or class advancement. Only the Federation may bring a grievance concerning implementation of the contract and any such grievance must be filed within ten (10) days of notice from the District of any proposed implementation of these provisions. The District will notify the Federation concerning its calculations pursuant to the salary provisions contained herein. Such notification will be in writing. If the Federation disagrees with the calculations, it will notify the District within ten (10) days. Such notice of the disagreement will include calculations prepared by the Federation. The District may implement its proposed calculations, the proposed calculations from the Federation, or attempt to resolve the disagreement. If the matter cannot be satisfactorily implemented or resolved by mutual agreement, the parties may agree to reopen negotiations regarding salaries, at which time these salary formula provisions will be of no force or effect.

### Section 3. SALARY CLASSIFICATIONS:

For Salary Classifications refer to Exhibit C.

### Section 4. COACHING AND OTHER FACULTY

#### STIPENDS:

For Stipends refer to Exhibit B.



Section 5. MFA DEGREE:

SALARY SCHEDULE A will include the statement: A Master of Fine Arts (MFA) degree will be compensated with a stipend equal to doctoral degree.

Section 6. PART-TIME (ADJUNCT) TEACHING CREDIT FOR INITIAL PLACEMENT ON THE SALARY SCHEDULE:

Initial placement on the salary schedule will include part-time (adjunct) teaching credit (may include librarians, counselors, faculty coordinators and colleges nurses,) at any institutions accredited by the appropriate regional accreditation agency at the time the teaching experience occurs, and must be verified by official documentation.

For each accumulated amount of thirty (30) lecture hours equivalents (LHE) or equivalent to one (1) year of FTE, one (1) year of placement will be credited on the initial placement of the salary schedule up to a maximum of five (5) years. In no case will a unit member be credited with more than thirty (30) lecture hour equivalent, or one (1) FTE, in one academic year. No newly employed full-time faculty member will be placed beyond the sixth (6th) step of the appropriate class.

Section 7. TRAVEL OFF CAMPUS/MILEAGE:

Travel compensation for teaching off-campus classes is based upon the principle that all unit members report to campus duty at their own expense. Additional travel required to perform a District assignment is at District expense. Computation of the amount of travel compensation will be based upon the number of additional miles an off-campus assignment causes to be traveled over the miles traveled to teach on campus. Mileage compensation will be at the rate per mile as established by the Internal Revenue Service (IRS) as the standard business deduction. The mileage rate will become effective upon notification by the Chancellor or their designee. This provision does not apply to classes taught on overload. Computation of the amount of travel compensation will be based upon the following formula:

(Total round trip mileage) – (Round trip mileage from unit member's home to primary campus)

- i. Total round trip is defined as the total mileage from the unit member's home to the first campus, from first campus to the second campus and from second campus to unit member's home.
- ii. Primary campus is defined as the campus where the majority of the contract load is scheduled or, in the case of non-majority, the campus where the contract unit member was hired.

Section 8. DIRECT DEPOSIT:

Direct deposit is available to all unit members upon request. Upon request, the electronic transfer of payroll will be deposited directly into a financial institution of the unit member's choice and the unit member can dis-enroll or make changes at any time. The District holds the right to not allow direct deposit transactions to financial institutions known to have disreputable transactions.

In the event a unit member is overpaid for any reason, the District and the unit member will enter into an agreement to deduct the overpayment from the unit member's paychecks. The object will be for the unit member to repay the entire amount by the end of the fiscal year if possible.

Section 9. EXTENDED CONTRACT SALARY FORMULA:

The determination of salary for Salary Schedule "A" personnel on extended contracts will utilize the following formula:

$$P + (D)(N) = T$$

P = Annual salary figure shown for Salary Schedule "A" placement.

D = Per diem rate of pay for Salary Schedule "A" placement.

N = Number of duty days assigned beyond the number of duty days in the academic year.

T = Total extended contract salary.

Section 10. SPECIAL PAY RATES:

- A. Training/Orientation – Faculty attending orientation or training on non-duty days will be paid twenty-six dollars and seventy-five cents (\$26.75) per hour.
- B. Special Projects – Faculty performing extra duties on non-duty days, excluding those who receive a stipend for their work (e.g. athletic coaches) or completing a special project (mutually agreed upon by the unit member and management) will be paid at the unit member's Schedule B3 non-instructional rate per hour worked and submitted on the appropriate timesheet.
- C. In the course of facilitating the completion of program review reports, if the department contains a program that does not have a full-time faculty member, the chair will work with the appropriate Dean to identify a unit member (either full-time or part-time) to develop the report on behalf of the program. The identified unit member will, after completion of the report and submission to the Dean, be paid up to ten (10) hours at the unit member's Schedule B3 non-instructional rate.

Section 11. FACULTY MENTOR TO AN INTERN:

The purpose of employing faculty interns will be in alignment with Title 5 sections 53500-53502.

- A. EFFECTIVE DATE
  1. The guidelines established in this document will apply to all new unit members who do not meet the minimum qualifications outline in the Minimum Qualifications for Faculty and Administrators in California Community Colleges handbook, yet do

meet the qualifications articulated in Title 5 sections 53500-53502.

B. QUALIFICATIONS FOR FACULTY MENTORS PARTICIPATING IN THE FACULTY INTERN PROGRAM

1. Faculty Mentors must meet all legal requirements to teach the course or render the service that the Faculty Intern will be providing.
2. Faculty Mentors must be full-time tenured or part-time formerly-tenured (retired) faculty members. Full-time faculty can serve as a Faculty Mentor for an intern at any District location. Upon approval by the Vice President of Instruction, if a tenured faculty in the discipline, or a formerly-tenure (retired) faculty member who is a current part-time faculty, is not available to serve as the Faculty Mentor, a non-tenured, full-time faculty member may serve as a Faculty Mentor.

C. ASSIGNMENT

semesters.

1. Faculty Mentors
  - a. No qualified faculty member will be required to serve as a Faculty Mentor.
  - b. The appropriate Dean, in consultation with the faculty member willing to serve as Faculty Mentor, must approve the mentor-intern assignment.
  - c. Faculty Mentors will have no more than one (1) intern during a mentor-intern assignment.
  - d. Faculty Mentors will be compensated as specified in Exhibit B.
  - e. In the event an intern is assigned to a site different than the Faculty Mentor's site, the Faculty Mentor may choose to not accept the assignment. If the Faculty Mentor chooses to accept the assignment, he/she will be compensated for mileage as per Section 7 of this Article.

D. DUTIES AND RESPONSIBILITIES

1. Faculty Mentors
  - a. Participate in the Part-Time Faculty Orientation or other appropriate college orientation as directed by the Dean.
  - b. Provide recommendations for professional development opportunities for the Faculty Intern.
  - c. Conduct no fewer than three (3) one (1) hour classroom visitations or non-instructional observations to observe Faculty Intern in the teaching or non-instructional environment and provide constructive feedback and positive learning suggestions.
  - d. Maintain contact with the Faculty Intern as agreed upon in the consultation schedule (typically once per week, though meeting frequency may be agreed upon based on the appropriateness to the discipline and the faculty intern's assignment).
  - e. The topics to cover will include, but not be limited to:

- i. curriculum planning,
  - ii. teaching pedagogy, strategies and methodologies,
  - iii. assessment of student work, and
  - iv. review of course materials.
- f. Attend meetings and events as required by the appropriate Dean.
- g. Complete the Weekly Consultation Report and provide a summary report of observations of the Faculty Intern at the end of each semester.

**ARTICLE 22  
RETIREMENT AND RETIREES**

Section 1. EARLY RETIREMENT:

Unit members may elect to retire before the mandatory retirement age pursuant to the provisions of the State Teacher's Retirement Law and upon such early retirement the unit member's service with the District will be considered terminated due to their taking early retirement.

Section 2. RETIREMENT CONTRIBUTION:

Unit members are required to contribute to the California State Teacher's Retirement System as provided by State Teacher's Retirement Law. The District will contribute such sums to the State Teacher's Retirement System as is required by law.

Section 3. EARLY RETIREMENT PROGRAM:

A. Eligibility:

1. Applicants for this early retirement program must have a minimum of ten (10) consecutive years of service in the State Center Community College District in a position requiring certification. A year of service is defined as working seventy-five percent (75%) of the days required by the unit member's contract of employment, or on District-paid leaves.
2. Applicants will be between fifty-five (55) and sixty-four (64) years of age.

B. Compensation:

Annual compensation for approved projects (see #4 below) will range between five thousand dollars (\$5,000.00) and seven thousand, five hundred dollars (\$7,500.00) depending upon the number of days involved, conditioned upon the following contract terms:

1. In order to be eligible for this early retirement program, the unit member must retire from the District and may not be employed in any position requiring contribution to the STRS.
2. Unit members contracted under this proposal will be designated as consultants to the District. As consultants, they will be considered independent contractors. The District will not make contribution to OASDI.
3. Early retirement consultants will be guaranteed annual renewable contracts for part-time service based upon the project or projects meeting a specific need of the District and providing the consultant's work is performed in a satisfactory manner as determined by management. Projects will be subject to annual review by the

administration. Such contracts will not be renewable after the fifth (5th) college year.

4. Under the terms of this plan, the early retirement consultant will perform such services for the District as may be mutually agreed upon. Services to be provided by the retiree under contract will vary with the individual but will be limited to the following:
  - a. Demonstration teaching;
  - b. Working on staff development and in-service programs;
  - c. Assisting in the testing program;
  - d. Compiling test data;
  - e. Orienting and providing aid to new teachers;
  - f. Updating courses of study;
  - g. Articulation with high schools and colleges;
  - h. Observation and evaluation of programs;
  - i. Work with business and industry;
  - j. Review and develop college, division, and department goals and objectives;
  - k. Conduct surveys of current and former students;
  - l. Activities in any area of curriculum, business, or student personnel.
5. The following formula will be used to determine the number of days, to the nearest whole figure, to be performed by the consultant.

Maximum Class IV, Step 25 Figure

$$\frac{\text{(Not including doctorate)}}{\$7,500} = \frac{178 \text{ Days}}{\text{x contract days}}$$

The actual dates of service will be determined on a mutually agreed-upon basis.

6. The early retirement consultant may choose to discontinue this program at the end of any contract year.
7. Application for this program will be directed to the College President's office by January 1 of each college year. Late applications will not be considered. From those who apply, selection will be made on the basis of available funds, and District need.
8. The project or projects proposed to be performed by an applicant must be mutually agreed upon by the applicant and the College President.
9. At the end of the contract, the consultant continues eligibility for retiree insurance benefits.
10. For purposes of this section, the school year will be from August 1 to June 30.

**Section 4. REDUCTION TO PART-TIME EMPLOYMENT STATUS PRIOR TO RETIREMENT:**

A. California State Teacher's Retirement System (CalSTRS) Members

Reduced load contracts for unit members participating in the California State Teachers' Retirement System (CalSTRS) may be issued only when a reduced load contract immediately precedes retirement from the District and the unit member is in paid work status, performing services during the semester(s) of any reduced load contract, pursuant to the following conditions:

1. The unit member will have reached their fifty-fifth (55<sup>th</sup>) birthday prior to reduction in workload;
2. The unit member will have served in a position in the District as a member of the bargaining unit for at least ten (10) years of which the immediately preceding five (5) years were full-time employment;
3. During the period immediately preceding a request for a reduction in workload, the unit member will have been employed full-time in a position requiring membership in this system for a total of at least five (5) years without a break in service. For purposes of this subdivision, sabbaticals and other approved leaves of absence will not constitute a break in service. Time spent on a sabbatical or other approved leave of absence will not be used in computing the five (5) year full-time service requirement prescribed by this section.
4. The option of a reduced load contract will be exercised at the request of the unit member and can be revoked only with the mutual consent of the District and the unit member.
5. All reduced load contracts issued under this section must constitute at least a fifty percent (50%) assignment with corresponding pro rata pay on Salary Schedule A. The minimum number of duty days will be equal to one-half (1/2) the number of individual unit members' contract duty days.
6. Unit members in the reduced load contract program will be entitled to the same insurance benefits as though they were employed full-time. Time in service for purposes of determining step advancement on the salary schedule and sabbatical leave eligibility will be as though they were employed full-time, and sick leave will be on a pro rata cumulative basis;
7. The period of the reduced load contract, will not exceed five (5) years.
8. The member will contribute to the State Teachers Retirement Fund the amount that would have been contributed had the member been employed full-time.
9. The District will contribute to the State Teachers Retirement Fund an amount based upon the salary that would have been paid to the unit member had the unit member

been employed full-time and at the rate specified by the District's Board of Trustees.

10. The unit member must retire at the conclusion of the reduced load contract period.

B. California Public Employee's Retirement System (CalPERS) Members

Reduced load contracts for unit members participating in the California Public Employee's Retirement System (CalPERS) may be issued only when a reduced load contract immediately precedes retirement from the District and the unit member is in paid work status, performing services during the semester(s) of any reduced load contract, pursuant to the following conditions:

1. The unit member will have reached their fifty-fifth (55<sup>th</sup>) birthday prior to reduction in workload and must not be older than seventy (70) years of age;
2. The unit member will have served in a position in the District as a member of the bargaining unit for at least ten (10) years of which the immediately preceding five (5) years were full-time employment;
3. During the period immediately preceding a request for a reduction in workload, the unit member will have been employed full-time in a position requiring membership in this system for a total of at least five (5) years without a break in service. For purposes of this subdivision, sabbaticals and other approved leaves of absence will not constitute a break in service. Time spent on a sabbatical or other approved leave of absence will not be used in computing the five (5) year full-time service requirement prescribed by this section.
4. The option of a reduced load contract will be exercised at the request of the member and can be revoked only with the mutual consent of the District and the unit member.
5. All reduced load contracts issued under this section must constitute at least a fifty percent (50%) assignment with corresponding pro rata pay on Salary Schedule A. The minimum number of duty days will be equal to one-half (1/2) the number of individual unit members' contract duty days.
6. Unit members in the reduced load contract program will be entitled to the same insurance benefits as though they were employed full-time. Time in service for purposes of determining step advancement on the salary schedule and sabbatical leave eligibility will be as though they were employed full-time, and sick leave will be on a pro rata cumulative basis;
7. The period of the reduced load contract, will not exceed five (5) years.
8. The member will contribute to the Public Employees Retirement System the amount that would have been contributed had the unit member been employed full-time.
9. The District will contribute to the Public Employees Retirement System an amount



based upon the salary that would have been paid to the unit member had the unit member been employed full-time and at the rate specified by the District's Board of Trustees.

10. The unit member must retire at the conclusion of the reduced load contract period.

C. Office Hour Obligation

The office hour obligation for instructional faculty, whose teaching assignment has been reduced due to a reduced load contract, will be reduced by the same proportion as the amount of reduction in load. The proration for this special assignment will be based on assigned instructional LHE instead of assigned contact hours as stated below.

For the purpose of simplifying the computation of the office hour obligation of an instructor with reduction in load, the twenty (20) hour assignment will be treated as fifteen (15) LHE and five (5) office hours.

Example: An instructor with a fifty percent (50%) reduced load, and therefore a minimum of seven and one-half (7.5) LHE instructional assignments has a two and one-half (2.5) hour office hour requirement computed as  $(7.5/15) \times 5 = 0.5 \times 5 = 2.5$  office hours.

**ARTICLE 23**  
**INTELLECTUAL PROPERTY RIGHTS**

Section 1. PURPOSE:

The District and the Federation have a mutual interest in establishing an environment that fosters and encourages the creativity of individual unit members. In accordance with that mutual goal, the purpose of this Article is to identify the owners of the copyrights to certain works that may be created by unit members.

Section 2. DEFINITIONS:

- A. “Works” means any material that is eligible for copyright protection under the laws of the United States including, but not limited to books, articles, dramatic and musical compositions, poetry, instructional materials (e.g. syllabi, lectures, student exercises, multimedia programs, and tests), fictional and non-fictional narratives, analyses (e.g. scientific, logical, opinion, or criticism), works of art and design, photographs, films, video and audio recordings, computer software, architectural and engineering drawings, and choreographic works and pictorial or graphic works fixed in any tangible medium or expression.
- B. “Copyright Rights” will include all rights recognized under Section 106 of the Copyright Act of 1976, as amended.
- C. “Work for Hire” will have the same meaning as provided under Section 101 of the Copyright Act of 1976 as amended:
1. A District-supported work prepared within the scope of employment.  
  
“District-Supported Work” will mean a work produced that is the result of the unit member’s having received appreciable amounts of additional District support beyond that normally provided by the District in the performance of the member’s assignment. District-supported work does not include works made in the course of the unit member’s independent efforts.
  2. A work specifically ordered or commissioned if the parties expressly agree in a written instrument signed by them that the work will be considered a work for hire.
- D. “Independent Efforts” will mean that the ideas for the work came from the unit member; the work was not made with appreciable amounts of additional district support beyond that normally provided by the District in the performance of the unit member’s assignment; and the District is not responsible for the opinions expressed in the work by the author.
- E. “License” means permission to use a work. An exclusive license gives the copyright owner sole permission to claim the work. A “non-exclusive license” is one that gives permission to use a work while that same work may also be used by the party who gave the permission and by others to whom permission is also given.

Section 3. COPYRIGHT:

A. Rights

1. Copyright rights of the unit members

The copyrights to works created by a unit member as independent efforts (as defined in Section (2)(D)) will be owned by him/her, even if those works are created in connection with courses taught or other duties performed as unit members while they are employed by the District and in connection with their employment.

2. Copyright rights of the District

The District will own the copyright to any work created as a “work for hire” (Section (2)(C)) in accordance with the contractual definition. Any subsequent work created by the unit member as an independent effort that is related to the work for hire will be the property of the unit member.

The unit member who created the “work for hire” (Section (2)(C)) will have an option to acquire the work’s copyright by paying the District an amount of money agreed upon by the District and the unit member.

B. Non-exclusive license

Unit members in the performance of their normally assigned duties will have a non-exclusive license to use works they created whose copyrights are owned by the District in the following ways: (1) to reproduce such works; (2) to distribute such works (for example, to students in classes); (3) to perform such works (for example, in classroom teaching, by web casting, or by broadcasting); (4) to display such works (for example, over the web); and (5) to create derivative works (for example, companion materials or updated versions). Unit members may do these things themselves, but may not authorize them to be done by others unless they first obtain the written consent of the District.

C. Exclusive License

Unit members will have exclusive license to works owned by them but may through their written permission, provide a non-exclusive license to the District or to other unit members to use the work in a manner prescribed in the written permission by the unit members who own the works.

If the work is considered a “Work for Hire,” the copyright will be owned by the District and may be assigned or licensed by the District without the consent or permission of the unit member.

D. The District and the unit member may enter into any other arrangement regarding the exercise of copyright in such works as may be agreeable to both parties, including

licensing, releasing, or assigning back to the unit member the fully copyrights in said works. Such agreements will be in writing. (See Exhibit F for sample “Agreement to Purchase District Copyright.”)

Section 4. RIGHTS OF DEPARTING UNIT MEMBERS:

If a departing instructor owns the copyright of a program that the District desires to continue, the District will pay the departing instructor the market-value price for obtaining the non-exclusive right of usage for the program or an otherwise mutually agreed upon price.

Section 5. RECORDING OF COURSE SESSIONS:

By mutual agreement of the instructor and College President or designee, District education course sessions may be videotaped.

Section 6. RESPONSIBILITIES:

A. Registration of copyright

It will be the responsibility of the party who owns the copyright to register that copyright with the United States Copyright Office.

B. Acquiring and paying for necessary rights from third parties

If the creation or use of a work requires rights to be acquired from third parties, such rights will be acquired and paid for by the party who owns the copyright to that work. Unit members acknowledge that, in some cases, when the cost of acquiring those rights from third parties is paid by the District, this payment may constitute a “District-Supported Work,” thereby fixing the ownership of the copyright with the District.

C. Dispute resolution

Disputes between unit members and the District concerning this Article will be resolved pursuant to the grievance procedures in Article 20 of this Agreement.

**ARTICLE 24**  
**FACULTY SERVICE AREAS AND**  
**MINIMUM QUALIFICATIONS**

Section 1. FACULTY SERVICE AREAS:

- A. Faculty service areas and competency standards are applied only in cases of lay-offs within the District.
- B. Faculty service areas will be the same as the disciplines as established by the State Academic Senate for the California Community Colleges.

Section 2. MINIMUM QUALIFICATIONS:

- A. Competency standards will be the same as the minimum qualifications for hiring as established in AB 1725 (Vasconcellos, 1988): Master's degree in a discipline or Bachelor's degree in a discipline and a Master's degree in a related discipline, or "equivalent" degrees/experience. Currently held credentials and/or other minimum qualifications as established in AB 1725 (Vasconcellos, 1988) will be applicable for additional FSA(s) after initial hire only if the unit member has teaching experience in the FSA(s) (within five (5) years of the lay-off notice date).
- B. The criterion for layoffs is by seniority: last in, first out. A unit member may request placement in as many different FSA's as are met by the standards in Article 24Section 2.A above. In the event of a lay-off(s), a unit member who receives a notice could then displace a less-senior unit member in any of those areas.

**ARTICLE 25  
DUAL ENROLLMENT**

Section 1. DUAL ENROLLMENT INSTRUCTOR

- A. Dual Enrollment instructors have the responsibilities of instructors of the Community College District when they are teaching a dual enrolled class, and must follow the policies, procedures, rules, and regulations of the District, whether they are a regular instructor of the Community College District or the high school. Faculty with off-site assignments may need to conform to the calendar of the location, including but not limited to K-12 school calendars for faculty teaching Dual Enrollment classes and should be notified by administration of such adjustments in the offer of assignment.
- B. For faculty who are assigned to dual enrollment classes or other types of off-site or non-traditional assignment locations, the District will provide the following:
  - 1. Training to prepare faculty to address variances in student populations and settings (such as high school, correctional facilities, etc.);
  - 2. Information and services to assist faculty with the logistics of instruction at various sites (such as parking, access, keys, technology, and safety).
- C. Full-time faculty assigned a dual enrollment class will be evaluated in accordance with Article 13.
- D. The faculty member with a dual enrollment class assignment will continue to be supervised by their direct supervisor at the College. If there is an emergency at the high school site, the faculty member is to follow the directions of the site administrator.
- E. Matters of complaint regarding instruction will be handled by the appropriate College Administrator following the District policy and procedures including the District grievance process. High school administration will be informed.

Section 2. DUAL ENROLLMENT LIAISON, COORDINATOR

- A. Liaisons are defined as State Center Community College District faculty providing Dual Enrollment services to a high school. Liaison duties and responsibilities include :
  - o Inspecting facilities (when needed)
  - o Ensuring that the high school teacher conforms to the Course Outline of Record and instructional materials approved for the course
  - o Completing classroom visitations
  - Completing evaluation of high school dual enrollment courses to assess the pace, rigor, and quality of the courses through observation, evaluation, SLO assessment and the success of the students enrolled
  - Ensuring norms for communication are followed, including syllabus creation and submission, grade and attendance submittal Providing grades for dual enrollment courses to the high school

B. Dual Enrollment Faculty Coordinator duties include, but are not limited to:

- o Inspection of facilities (when needed)
- Delivery of Course Outline of Record and related materials to high school teachers
- Assisting with course scheduling and staffing during schedule and master calendar development
- Serving as a college's point of contact for questions related to delivery of instruction at dual enrollment sites

C. Order of Priority for Selection/Assignment of Liaisons:

All liaison assignments should prioritize the utilization of discipline-specific faculty.

- o First: offer to full-time, tenured faculty
- o Second: offer to full-time, non-tenured/contract (probationary) faculty and full-time categorical/grant funded/temporary faculty
- o Third: offer to part-time faculty
- o If assignment not filled voluntarily by faculty member from the first, second, or third offer bullets, then it will be assigned to qualified faculty in same order as other offers

D. Department Chairs will not be required to recruit Liaisons or be required to perform Liaison duties

E. Liaison Stipend:

- o Full-time faculty Liaisons will be compensated for hours worked up to a maximum of fifteen (15) hours per assignment; however, exceptions can be made to exceed this maximum number of hours with additional compensation to be paid if agreed to by the Liaison and the Vice President of Instruction.
- o Liaison will submit monthly timesheets for all hours worked pursuant to this Agreement and will be paid at the Schedule B3 Noninstructional Rate, Class V, Step 5.

F. Mileage will be compensated based on Section 2(B) of this Article.

**AGREEMENT**


This Agreement made and entered into this 8 day of May, 2023, between the State Center Community College District and the State Center Federation of Teachers Local 1533, CFT/AFT, AFL-CIO, its successors and/or affiliates upon ratification as set forth in Article I of the Agreement and will remain in full force and effect until the close of the workday of June 30, 2025.

This final settlement agreement concludes bargaining on all issues currently the subject of negotiations between the parties.

Signed and entered into this 8 day of May, 2023.

FOR THE DISTRICT

FOR THE EXCLUSIVE REPRESENTATIVE

---

John Itzer (May 9, 2023 11:12 PDT)



**SCCCD HUMAN RESOURCES  
 FULL-TIME FACULTY SALARY SCHEDULE: A -- (YEARLY AMOUNTS BASED  
 ON 178 DUTY DAYS)  
 (Lecture/Lab/Non-Instructional)  
 Effective July 1, 2022**

<b>Range</b>	<b>Class I</b>	<b>Class II</b>	<b>Class III</b>	<b>Class IV</b>	<b>Class V</b>
<b>1</b>	\$64,962	\$69,427	\$73,308	\$77,193	\$81,066
<b>2</b>	\$68,310	\$72,787	\$76,662	\$80,541	\$84,423
<b>3</b>	\$71,664	\$76,131	\$80,012	\$83,893	\$87,774
<b>4</b>	\$75,015	\$79,491	\$83,373	\$87,245	\$91,124
<b>5</b>	\$78,368	\$82,841	\$86,723	\$90,598	\$94,476
<b>6</b>	\$81,727	\$86,197	\$90,077	\$93,960	\$97,799
<b>7</b>	\$85,075	\$89,547	\$93,423	\$97,307	\$101,189
<b>8</b>	\$88,441	\$92,902	\$96,781	\$100,662	\$104,541
<b>9</b>	\$91,786	\$96,257	\$100,133	\$104,012	\$107,898
<b>10</b>	\$95,134	\$99,601	\$103,490	\$107,373	\$111,247
<b>11</b>	\$98,493	\$102,961	\$106,838	\$110,723	\$114,595
<b>12</b>	\$98,493	\$106,310	\$110,195	\$114,074	\$117,960
<b>13</b>	\$98,493	\$106,310	\$113,548	\$117,427	\$121,304
<b>14</b>	\$98,493	\$106,310	\$113,548	\$117,427	\$121,304
<b>15</b>	\$98,493	\$106,310	\$113,548	\$117,427	\$121,304
<b>16</b>	\$98,493	\$106,310	\$113,548	\$117,427	\$121,304
<b>17</b>	\$101,844	\$109,665	\$116,901	\$120,780	\$124,662
<b>18</b>	\$101,844	\$109,665	\$116,901	\$120,780	\$124,662
<b>19</b>	\$101,844	\$109,665	\$116,901	\$120,780	\$124,662
<b>20</b>	\$101,844	\$109,665	\$116,901	\$120,780	\$124,662
<b>21</b>	\$105,200	\$113,024	\$120,252	\$124,124	\$128,012
<b>22</b>	\$105,200	\$113,024	\$120,252	\$124,124	\$128,012
<b>23</b>	\$105,200	\$113,024	\$120,252	\$124,124	\$128,012
<b>24</b>	\$105,200	\$113,024	\$120,252	\$124,124	\$128,012
<b>25</b>	\$108,550	\$116,371	\$123,609	\$127,489	\$131,366
<b>26</b>	\$108,550	\$116,371	\$123,609	\$127,489	\$131,366
<b>27</b>	\$108,550	\$116,371	\$123,609	\$127,489	\$131,366
<b>28</b>	\$108,550	\$116,371	\$123,609	\$127,489	\$131,366
<b>29</b>	\$108,550	\$116,371	\$123,609	\$127,489	\$131,366
<b>30</b>	\$111,903	\$119,720	\$126,957	\$130,839	\$134,713

EXHIBIT A

**SCCCD HUMAN RESOURCES**  
**Full-time Faculty Salary Schedule: B - (Hourly Amounts)**  
**Effective Date: July 1, 2022**

**Full-time Faculty Salary Schedule B1 – Overload and Intersession Lecture**

	Class I	Class II	Class III	Class IV	Class V
Step 1C	\$52.59	\$58.71	\$61.53	\$64.48	\$68.06
Step 2C	\$53.09	\$59.31	\$62.39	\$65.46	\$68.71
Step 3C	\$53.60	\$59.86	\$62.99	\$66.06	\$69.37
Step 4C	\$54.15	\$60.47	\$63.63	\$66.74	\$70.07
Step 5C	\$54.72	\$61.06	\$64.26	\$67.41	\$70.78
Step 6C	\$55.26	\$61.68	\$64.89	\$68.08	\$71.47
Step 7C	\$55.79	\$62.29	\$65.54	\$68.76	\$72.18

**Full-time Faculty Salary Schedule B2 – Overload and Intersession Lab**

	Class I	Class II	Class III	Class IV	Class V
Step 1B	\$44.70	\$49.91	\$52.59	\$55.11	\$57.92
Step 2B	\$45.10	\$50.38	\$53.09	\$55.68	\$58.45
Step 3B	\$45.54	\$50.83	\$53.60	\$56.17	\$59.00
Step 4B	\$46.01	\$51.37	\$54.15	\$56.75	\$59.59
Step 5B	\$46.46	\$51.88	\$54.72	\$57.31	\$60.17
Step 6B	\$46.95	\$52.40	\$55.26	\$57.89	\$60.78
Step 7B	\$47.41	\$52.93	\$55.79	\$58.48	\$61.39

**Full-time Faculty Salary Schedule B3 – Overload and Intersession  
Noninstructional**

	Class I	Class II	Class III	Class IV	Class V
Step 1N	\$44.70	\$49.91	\$52.59	\$55.11	\$57.92
Step 2N	\$45.10	\$50.38	\$53.09	\$55.68	\$58.45
Step 3N	\$45.54	\$50.83	\$53.60	\$56.17	\$59.00
Step 4N	\$46.01	\$51.37	\$54.15	\$56.75	\$59.59
Step 5N	\$46.46	\$51.88	\$54.72	\$57.31	\$60.17
Step 6N	\$46.95	\$52.40	\$55.26	\$57.89	\$60.78
Step 7N	\$47.41	\$52.93	\$55.79	\$58.48	\$61.39

STATE CENTER COMMUNITY COLLEGE DISTRICT  
2022-2025 Stipends

**Athletic Coaches**

Athletic Coaches will receive a coaching stipend for fulfilling the duties and responsibilities as outlined in Article 13.

Full-time faculty head athletic coaches will receive a stipend of ten percent (10%) of annual salary. No additional duty days will be paid.

Full-time faculty with an assistant athletic coaching assignment will receive a stipend of four thousand, five-hundred dollars (\$4,500.00). Stipends may not be split among athletic coaches. Stipends will be prorated for less than an entire athletic coaching assignment. The number of assistant athletic coaches for each sport will be set by management.

**Other Faculty Stipends**

Orientation/Training -	\$26.75/hour
Special Projects - Faculty performing extra duties during unassigned times or completing a special project (mutually agreed upon by the unit member and management)	Paid at the unit member’s Schedule B3 non-instructional rate per hour worked and submitted on the appropriate timesheet.
Program Review - If the department contains a program that does not have a full-time faculty member, the chair will work with the appropriate Dean to identify a unit member (either full-time or part-time) to develop the report on behalf of the program. The identified unit member will receive payment after completion of the report and submission to the Dean.	The identified unit member will be paid up to ten (10) hours at the unit member’s Schedule B3 non-instructional rate. Unit members completing a program review for the first time outside their discipline, will be paid up to fifteen (15) hours at the unit member’s Schedule C non-instructional rate.
Department Chair – For occasional and minimum off-contract work.	\$1,894
Earned Doctorate or Master of Fine Arts Degree	\$2,419 per year
Graduate Student Intern Mentor	\$4,169 per academic year
Music Instructors with full responsibility for student performing and competitive groups requiring travel and competition vs. other institutions.	\$2,121 per year (Note: Stipend will only be authorized for assigned, not voluntary, assumption of responsibilities.)
Dental Hygiene Program Coordinator/Director	\$2,018
Credit by Examination	\$10/student who takes such an exam for the first unit of a course plus \$5 for each additional unit.

SALARY CLASSIFICATIONS

Track		Class I	Class II	Class III	Class IV	Class V
A	Disciplines Requiring a Master's Degree	No degree	Master's Degree	Master's Degree + 30 units subsequent to Master's Degree	Master's Degree + 45 units subsequent to Master's Degree	Master's Degree + 60 units subsequent to Master's Degree
				Master's Degree + 60 units subsequent to Bachelor's Degree	Master's Degree + 75 units subsequent to Bachelor's Degree	Master's Degree + 90 units subsequent to Bachelor's Degree
						Doctorate/ Master of Fine Arts/ Juris Doctorate
B	Disciplines Requiring a Specific Bachelor's Degree or Associate Degree and Professional Experience	No degree (Qualified under equivalency)	Associate Degree + 6 years of professional experience	Bachelor's Degree + 2 years of professional experience + 30 units subsequent to Bachelor's Degree	Bachelor's Degree + 2 years of professional experience + 60 units subsequent to Bachelor's Degree	Bachelor's Degree + 2 years of professional experience + 75 units subsequent to Bachelor's Degree
			Bachelor's Degree + 2 years of professional experience	Master's Degree + 2 years of professional experience	Master's Degree + 2 years of professional experience + 30 units subsequent to Bachelor's Degree	Master's Degree + 2 years of professional experience + 60 units subsequent to Bachelor's Degree
C	Disciplines Requiring Any Bachelor's Degree or Associate Degree and Professional Experience	No degree (Qualified under equivalency)	Associate Degree + 6 years of professional experience	Bachelor's Degree + 2 years of professional experience + 30 units subsequent to Bachelor's Degree	Bachelor's Degree + 2 years of professional experience + 60 units subsequent to Bachelor's Degree	Bachelor's Degree + 2 years of professional experience + 75 units subsequent to Bachelor's Degree
			Bachelor's Degree + 2 years of professional experience	Master's Degree + 2 years of professional experience	Master's Degree + 2 years of professional experience + 30 units subsequent to Bachelor's Degree	Master's Degree + 2 years of professional experience + 60 units subsequent to Bachelor's Degree

## **Initial Salary Placement Guidelines**

New full-time faculty members will have thirty (30) days from the first date of employment to notify the District of any errors in their initial salary schedule placement. Disagreement with class or step placement made by human resources staff may be addressed to the Chief Human Resources Officer or designee, whose decision will be final. Should errors occur, the District will not be liable for retroactive adjustments beyond the current fiscal year.

### **Initial Class Placement**

Each newly employed faculty member will be placed on the highest range on Salary Schedule “A” and “B” for which their academic background, occupational background and credentials, if any, qualifies them based on the faculty member’s primary assignment/discipline as defined by the Minimum Qualifications for Faculty and Administrators in California Community Colleges handbook. Disciplines that require a master’s degree follow Track A on Exhibit C – Salary Classifications. Disciplines that require a specific Bachelor’s or Associate Degree and Professional Experience follow Track B on Exhibit C. Disciplines that Require any Degree and Professional Experience follow Track C on Exhibit C.

All units and degrees must be earned from postsecondary institutions accredited by an accreditation agency recognized by either the U.S. Department of Education or the Council on Postsecondary Accreditation. This does not include institutions “approved” by the California Department of Education or by the California Council for Private Postsecondary and Vocational Education (Title 5, Section 53406). The accreditation must be valid at the time the units and degrees were earned and must be verified by official transcript. Degrees acquired outside the United States must be accompanied by an evaluation service assessment (foreign transcript evaluation, not a translation). All units refer to semester units. Quarter units will be converted into semester units on a 2/3 basis by multiplying semester units by 1.5.

All units earned subsequent to a bachelor’s or master’s degree must be upper division or graduate courses to qualify for initial salary class placement. Units earned in lower division courses or prior to the qualifying degree conferral do not apply to the initial salary class placement.

### **Step Placement**

#### a) Disciplines Requiring a Master’s Degree

Advanced step placement will be determined by additional verified full-time equivalent experience beyond that required for minimum qualifications and class placement. For each accumulated amount of thirty (30) lecture hours equivalents (LHE) or equivalent to one (1) year of FTE, one (1) year of placement will be credited on the initial placement of the salary schedule up to a maximum of five (5) years. In no case will a unit member be credited with more than thirty (30) lecture hour equivalent, or one (1) FTE, in one academic year. No newly employed full-time faculty member will be placed beyond the sixth (6<sup>th</sup>) step of the appropriate class.

Initial placement on the salary schedule will include full-time equivalent year-for-year credit in closely related academic assignments which may include librarians, counselors, coordinators, and college nurses.

All experience must be acquired at institutions accredited by the appropriate regional accreditation agency at the time the experience occurs and must be verified by official documentation. It will be the unit member's responsibility to provide all supporting documentation to Human Resources within thirty (30) days of receiving the onboarding documents.

b) Disciplines Requiring a Specific Bachelor's Degree or Associate Degree and Professional Experience

In addition to prior experience as outlined in Section 1 above, unit members in these disciplines may receive step credit for full-time equivalent professional experience. All professional experience used to meet minimum qualifications and for salary placement must be submitted by the faculty member and verified by Human Resources. Years of professional experience which were used to meet minimum qualifications will not also be used for step placement. Only full-time or the equivalent part-time professional experience may be used for salary placement. In no case will a unit member be credited with more than one-year full-time equivalent experience in a twelve (12) month period. Step credit for related occupational experience, when granted, will be based on one (1) step for each two (2) years of full-time or the equivalent part-time experience.

It will be the unit member's responsibility to provide all supporting documentation to Human Resources by any established deadlines.

c) Disciplines Requiring any Bachelor's Degree or Associate Degree and Professional Experience

In addition to prior experience as outlined in Section 1 above, unit members in these disciplines may receive step credit for full-time equivalent professional experience. All professional experience used to meet minimum qualifications and for salary placement must be submitted by the faculty member and verified by Human Resources. Years of professional experience which were used to meet minimum qualifications will not also be used for step placement. Only full-time or the equivalent part-time professional experience may be used for salary placement. In no case will a unit member be credited with more than one-year full-time equivalent experience in a twelve (12) month period. Step credit for related occupational experience, when granted, will be based on one (1) step for each two (2) years of full-time or the equivalent part-time experience.

It will be the unit member's responsibility to provide all supporting documentation to Human Resources by any established deadlines.

EXHIBIT D

ACADEMIC GRIEVANCE FORM  
 (For use by full-time academic bargaining unit members)

Grievance No. \*

Employee name	College	Department
Date of alleged violation	Date of informal discussion	Date of oral response
Date of filing of this statement	Specific articles and sections alleged to have been violated	
Explanation of alleged violation, including all pertinent supportive facts.		
Statement of relief, remedy, action believed necessary to resolve this grievance.		
Signature: _____		
Level I: Step 1 – Supervisor response to grievance	Date of Receipt: _____	
	Date of Response: _____	
Signature: _____	Grievance	<input type="checkbox"/>
	Resolved:	<input type="checkbox"/>
Level I: Step 2 – Employee/SCFT Representative response to Step 1 decision and if not acceptable, reasons for appeal to Level II	Date of Receipt: _____	
	Date of Response: _____	
Signature: _____	Decision	<input type="checkbox"/>
	Acceptable: Appeal	<input type="checkbox"/>

\*Call office of the Vice Chancellor, Human Resources to obtain a Grievance Number

<p>Level II: Step 1 – College/ President/Designee response to grievance</p> <p style="text-align: right;">Signature: _____</p>	<p>Date of Receipt: __</p> <p>Date of Response: _</p> <hr/> <p>Grievance Resolved: <input type="checkbox"/></p> <p>Grievance Denied: <input type="checkbox"/></p>
<p>Level II: Step 2 – Employee/SCFT Representative response to Step 1 decision and, if not acceptable, reasons for appeal to Level III</p> <p style="text-align: right;">Signature: _____</p>	<p>Date of Receipt: _</p> <p>Date of Response: _____</p> <hr/> <p>Grievance Resolved: <input type="checkbox"/></p> <p>Grievance Denied: <input type="checkbox"/></p>
<p>Level III: Step 1 – Chancellor/Designee response to grievance</p> <p style="text-align: right;">Signature: _____</p>	<p>Date of Receipt: __</p> <p>Date of Response: _</p> <hr/> <p>Grievance Resolved: <input type="checkbox"/></p> <p>Grievance Denied: <input type="checkbox"/></p>
<p>Level III: Step 2 – Employee/SCFT Representative response to step 1 decision and, if not acceptable, reasons for appeal to Level IV</p> <p style="text-align: right;">Signature: _____</p>	<p>Date of Receipt: ____</p> <p>Date of Response: _</p> <hr/> <p>Grievance Resolved: <input type="checkbox"/></p> <p>Grievance Denied: <input type="checkbox"/></p>
<p>Level IV: Final and Binding Decision of the Arbitrator</p>	<p>Date of Receipt: _</p> <p>Date of Response: _____</p> <hr/> <p>Grievance Resolved: <input type="checkbox"/></p> <p>Grievance Denied: <input type="checkbox"/></p>

- Notes: 1. Attach all responses to this form at all levels.  
 3. Observe timeframe requirements of pertinent policy

Revised: 10/80; 9/04; 1/07; 9/10; 7/13







STATE CENTER COMMUNITY COLLEGE DISTRICT  
CERTIFICATED MONTHLY REPORT

**DUE in Payroll Dept.**  
**By the 20<sup>th</sup> of each month**

NAME OF  
EMPLOYEE

\_\_\_\_\_

Last                      First                      Initial                      Month                      Year

Date	Explanation	Lecture Hours	Lab Hours	Other Hours
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
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24				
25				
26				
27				
28				
29				
30				
31				
<b>TOTAL HOURS</b>				

District Office/Campus \_\_\_\_\_

Signatures:

GL # \_\_\_\_\_

Employee \_\_\_\_\_

Pay Rate \_\_\_\_\_

Supervisor \_\_\_\_\_

ID Number \_\_\_\_\_

Dean/Vice President \_\_\_\_\_

In order to process this timesheet,  
ALL of the above information must be completed!

AGREEMENT TO PURCHASE DISTRICT COPYRIGHT

This agreement is between the State Center Community College District and \_\_\_\_\_, who is a unit member represented by the State Center Federation of Teachers. In compliance with Article 23 Intellectual Property Rights, \_\_\_\_\_ wishes to purchase the District's right to copyright the below described material(s), and the District agrees to convey their rights in these materials for the sum of \_\_\_\_\_. Compensation for these rights is due and payable upon each party signing this purchase agreement.

The description of the materials for which the right to copyright is being purchased is as follows:

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