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PROPOSAL FROM
THE STATE CENTER FEDERATION OF TEACHERS (SCFT)
TO THE STATE CENTER COMMUNITY COLLEGE DISTRICT
January 15, 2026

The following collective bargaining proposal submitted by the State Center Federation of Teachers (SCFT) to the State Center Community College District is made expressly pursuant to the Educational Employment Relations Act and the current Collective Bargaining Agreement between the parties. The following article shall be deemed to remain unchanged in the Collective Bargaining Agreement except as set forth below:

[Global proposal to rename “Section” as “Article” throughout the CBA.]

ARTICLE
DUAL ENROLLMENT
[Orig. FT-25, PT-17]

17.1. DUAL ENROLLMENT ASSIGNMENTS INSTRUCTOR

17.1.A All faculty with a Dual Enrollment assignment must be employed by the district. Instructional and Non-Instructional faculty with Dual Enrollment assignments are responsible for and 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. These include, but are not limited to, recording and reporting student attendance/grades and following ADA requirements for students. 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.**

Title 5 § 58058 provides as follows:

- (a) A person is an “employee of the district” within the meaning of subdivision (a)(1) of Section 58051 if:
- (1) The district has the primary right to control and direct the person's activities during the time such person is serving the district; and
 - (2) A contract exists between the person and the district, indicia of which may include provisions which specify the terms and conditions of work, salary and other compensation, work to be performed, and employment classification; and,
 - (3) The district compensates the person according to an adopted salary or wage schedule which complies with the provisions of Article 8 (commencing with Section 87801), Chapter 3, Part 51 of the Education Code.

(b) For the purposes of complying with the requirements of this section, a district may also contract for instruction to be provided by a public or private agency. Such contracts shall specify that the district has the primary right to control and direct the activities of the person or persons furnished by the public or private agency during the term of the contract. In addition, the district shall enter into a written contract with each person furnished by the public or private agency; and said contracts shall meet the requirements of subsection (a)(1) and (2) of this section. In this manner an individual employed will continue to be an employee of a public or private agency, while at the same time qualifying as an employee of the district.

[5 CCR § 58058.]

17.1.B Dual Enrollment instruction is the purview of the instructor of record, per academic freedom, and shall not be dictated or limited by High School regulations. Any course scheduled for Dual Enrollment, will have protections of content and shall not be cancelled based on content, due to the course being vetted by both the High school and the college.

[The decision to cancel classes is a non-negotiable management right:

Under the EERA, “[t]he scope of representation shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment. ‘Terms and conditions of employment’ mean health and welfare benefits ... , leave, transfer and reassignment policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees, organizational security, ... procedures for processing grievances ... , the layoff of probationary certificated school district employees ... , and alternative compensation or benefits for employees adversely affected by pension limitations.” (§ 3543.2, subd. (a)(1).) Conversely, “[u]nder the EERA the ‘definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of the public school employer under the law’ are matters on which the exclusive representative has only the right to consult.” (San Mateo City School Dist. v. Public Employment Relations Bd. (1983) 33 Cal.3d 850, 862; see § 3543.2 (a)(3) & (4).)

The decision to cancel remedial for-credit English and mathematics courses two levels before transfer level is, in essence, a decision about the content of courses and curriculum. Put differently, it is a decision not to offer courses which contain such content. Thus, it is a matter within the discretion of the district, and so not within the scope of representation. It is therefore not an arbitrable issue. (Los Angeles Coll. Fac. Guild Loc 1521 v. Los Angeles Cmty. Coll. Dist. (2022) 83 Cal. App. 5th 660, 668.)

Public Employment Relations Board (PERB) has also held that the “decision as to which classes to cancel, and on what basis is therefore a non-negotiable management prerogative.” (See Mt. San Antonio Community College District (1983) PERB Dec. No. 297, adopting the ALJ’s decision.]

17.1.C. For faculty who are assigned to dual enrollment classes/services 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.) **will be paid at the orientation/training rate per Exhibit B-1;**
2. Information and services to assist faculty with the logistics of instruction/**student services** at various sites (such as parking, access, keys, technology, and safety).
3. **Mileage will be compensated in accordance with Article 16.1.16.**

[Consistent with 17B.1.A.4 below.]

17.1.D ~~Full-time ff~~ Faculty assigned a dual enrollment class **and/or service** will be evaluated in accordance with Article 13.

17.1.E. ~~The All~~ faculty members with a dual enrollment class **and/or service** 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 **high school** site administrator.

[Consistent with 17B.1.A.6 below.]

17.1.F **The faculty member will follow District policies, processes, procedures regulations. When the Dual Enrollment assignment is at a High School location/property, an orientation will be provided to the faculty member to increase awareness of High School processes and resources. Information will include, but shall not be limited to, pertinent High School rules, regulations, policies, procedures, calendar/daily schedule, and safety protocols.**

17.1.GE. Matters of complaint regarding instruction **and matters regarding unit member or student misconduct and discipline in or related to college service/course 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 **by the College Administrator of any student discipline or relevant actions that prevent course attendance.**

17.1.C. **Course Scheduleing must adhere to the approved instructional calendar of SCCCD.**

Any work an instructor conducts for a dual-enrollment course which falls outside of the SCCCD Academic calendar for the primary semesters (Fall and Spring) will be compensated at the overload rate for time worked. Any sick leave taken/accrued during such a time will utilize overload sick leave.

Section 17.2. DUAL ENROLLMENT LIAISON, COORDINATOR

17.2.A. Liaisons are defined as State Center Community College District faculty providing Dual Enrollment services to a high school. Liaison duties and responsibilities include :

1. Inspecting facilities (when needed)
2. Ensuring that the high school teacher conforms to the Course Outline of Record and instructional materials approved for the course
3. Completing classroom visitations
4. 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.
5. 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

[Same as 17B.2.A below.]

17.2.B. Dual Enrollment Faculty Coordinator duties include, but are not limited to:

1. Inspection of facilities (when needed)
2. Delivery of Course Outline of Record and related materials to high school teachers
3. Assisting with course scheduling and staffing during schedule and master calendar development
4. Serving as a college's point of contact for questions related to delivery of instruction at dual enrollment sites

[Same as 17B.2.B below.]

~~**5. Providing grades for dual enrollment courses to the high school**~~
[From 17B.2.B.5 below.]

[SCFT is correct that the exchange of student information, including grades, is legally permissible between educational institutions when there is a "legitimate educational interest." (34 CFR § 99.31(a)(1).) It is incorrect that this criteria doesn't exist. Specifically, this exchange is essential for both institutions to fulfill their administrative and academic responsibilities:

- The community college needs access to the grade to record it on the official college transcript, ensure academic progress, and comply with state reporting requirements for apportionment (FTES).
- The high school needs access to the identical grade to officially award the corresponding high school credits, ensure the student meets graduation requirements, and update their high school transcript. FYI-SCFT believes high school grades being awarded do not directly correspond to college course grades, therefore is a clear issue with the implementation of DuE.

To our knowledge there are multiple situations where the college grade and high school course grade are different.

It also must be pointed out that the District CCAP enrollment form expressly contains the student's consent and waiver:

I understand that SCCCD will release my final grades to my high school registrar. Otherwise, under section 49601 of the Education Code, my college records will not be released to anyone without my written consent. (Family Educational Rights and Privacy Act [FERPA]). Authorization to Release Student Information form may be obtained at Admissions & Records.

Accordingly, there is no FERPA violation.

Based on the information provided, we understand there may not be any FERPA violation, but there are concerns with the management, handling, disbursement of official records. As stated and referenced in several points "official" and "records" are the primary responsibility of Admissions and records. In fact per our research, currently what is being given to the High Schools in regards to records is not official and may be considered inappropriate therefore a violation of FERPA. From our research there are several reasons for this: this is A&R's primary responsibility, there are specific permission required to access course grades that no faculty have access to nor is suppose to have access to, therefore to prevent people from working out of class and/or not accessing information they should not have faculty have/should not been given access to course grades.

Therefore, since A&R is essentially responsible for guaranteeing/verifying the management and handling of official grades, grade truth and accuracy, and are the agency authorized to release official records, this should not be a responsibility of any faculty, not any other classification outside of A&R.]

17.2.C. Order of Priority for Selection/Assignment of Liaisons:

1. All liaison assignments should prioritize the utilization of discipline-specific faculty.
2. First: offer to full-time, tenured faculty
3. Second: offer to full-time, non-tenured/contract (probationary) faculty and full-time categorical/grant funded/temporary faculty
4. Third: offer to part-time faculty
5. 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

[Same as 17B.2.C below.]

17.2.D. Department Chairs will not be required to recruit Liaisons or be required to perform Liaison duties.

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257 **17.2.E. Liaison Stipend:**
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- 259 1. ~~Full-time f~~Faculty Liaisons will be compensated for hours worked up to a
260 maximum of fifteen (15) hours per assignment; however, exceptions can be
261 made to exceed this maximum number of hours with additional compensation
262 to be paid if agreed to by the Liaison and the Vice President of Instruction.
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264 2. Liaison will submit monthly timesheets for all hours worked pursuant to this
265 Agreement and will be paid at the Schedule B3 Noninstructional Rate, Class
266 V, Step 5.
267 **[Same as 17B.2.D.2 below.]**
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269 **17.2.F. Mileage will be compensated based on ~~Article 17A.2(B) of this Article~~**
270 **[Same as 17B.2.E below.]**
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ARTICLE 17B (PART-TIME)
DUAL ENROLLMENT
(ONLY APPLICABLE TO PART-TIME FACULTY)
[Orig. PT-17]

17B.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, whether they are employed as 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.

To prevent displacement of work, current part-time employees must be consulted and have second right of refusal, after full-time, for all Dual Enrollment services to ensure part-time "comparable work load", is met. If refused, administration may offer assignment in the following priority: current part-time faculty, (w/ comparable load), new part-time faculty, and then to potential new faculty, who are High School personnel that meet minimum qualifications, an complete the district's hiring process.

[Addressed in 17.1.B above.]

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. services to assist faculty with the logistics of various sites (such as parking, access, keys, technology, and safety).

C. High school instructors teaching college courses in a dual enrollment program must meet the minimum qualifications established to teach community college courses. High school teachers who meet the minimum qualifications to teach college courses that are offered through dual enrollment, may indicate his/her preference for teaching a course. The teacher will be interviewed by a selection committee in the normal manner in which part-time faculty are hired. If selected, the high school teacher will perform his/her teaching duties and responsibilities in accordance with the SCFT Contract and the policies and procedures of the State Center Community College District.

D. Part-time The faculty member with a dual enrollment class assignment employed by the District will be evaluated in accordance with Article 13. They 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 *high school* site administrator.

E. Dual enrollment classes will be evaluated by the Dual Enrollment Liaison during the first semester a dual enrollment course is taught, during the second or third semester a dual enrollment course is taught, and at least once every six (6) semesters the course is offered thereafter. More frequent evaluation may occur in the course is less than acceptable as determined by the District.

F. Instructors of dual enrollment classes have the following responsibilities:

1. Follow the normal cycle for SLO assessment as on the main College campus,
2. Provide instruction according to the approved COR and using the approved instructional materials,
3. Teaching in a variety of modalities as determined by the District
4. Take daily attendance and report such attendance as required.
5. Report all instructor absences to the appropriate administrator
6. Attend the District's orientation and complete required professional development, including training on District systems (Canvas, Starfish, etc.), and support services available to the dual enrollment students through the District.
7. By the end of the second week of instruction of each semester, submitting a complete syllabus and schedule of all class meetings to the division office.
8. Submitting grades to the District
9. Utilizing and checking District email account regularly to ensure effective communication with the District
10. Completing a self-evaluation each semester they are scheduled to be observed by the Dual Enrollment Liaison
11. Understand and implement dual enrollment course(s) in accordance with District policies, procedures, rules and regulations

High school instructors teaching college courses in a dual enrollment program must meet the minimum qualifications established to teach community college courses.

Section 2. DUAL ENROLLMENT 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:

1. Inspecting facilities (when needed)
2. Ensuring that the high school teacher conforms to the Course Outline of Record and instructional materials approved for the course
3. Completing classroom visitations
4. 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
5. Ensuring norms for communication are followed, syllabus creation and submission, grade and attendance roster submittal.

B. Duties of the Dual Enrollment Faculty Coordinator include but are not limited to:

1. Inspection facilities (when needed)
2. Delivery of Course Outline of Record and related materials to high school teacher
3. Assistance with course scheduling and staffing during schedule and master calendar development
4. Serving as the college's point of contact for questions related to delivery of instruction at dual enrollment sites
5. Providing grades for dual enrollment courses to the high school

C. Priority Order of Selection/Assignment of Liaisons:

1. All liaison assignments should prioritize the utilization of discipline-specific faculty.
2. First: offer to full-time, tenured faculty
3. Second: offer to full-time, non-tenured/contract (probationary) faculty and full-time categorical/grant funded/temporary faculty
4. Third: offer to part-time faculty
5. 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. Liaison Stipend:

1. Part-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 appropriate Vice President.

[Moved to 17.2.E.3 above.]

2. Liaison will submit monthly timesheets for all hours worked pursuant to this Agreement and will be paid at the Schedule C3 Non-instructional Rate, Class V, Step 5.

E. Mileage will be compensated based on 17A.2(B) of this Article ____.

Signed and entered into this _____ day of _____, 2025.

FOR THE DISTRICT

FOR SCFT

