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

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

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

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

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18 17.1. DUAL ENROLLMENT ASSIGNMENTS INSTRUCTOR

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20 17.1.A All faculty with a Dual Enrollment assignment must be employed by the  
21 district.-Instructional and Non-Instructional faculty with Dual Enrollment  
22 assignments are responsible for and Dual Enrollment instructors have  
23 the responsibilities of instructors of the Community College District when  
24 they are teaching a dual enrolled class and must follow the policies,  
25 procedures, rules, and regulations of the District, whether they are a regular  
26 instructor of the Community College District or the high school. These  
27 include, but are not limited to, recording and reporting student  
28 attendance/grades and following ADA requirements for students. Faculty  
29 with off-site assignments may need to conform to the calendar of the  
30 location, including but not limited to K-12 school calendars for faculty  
31 teaching Dual Enrollment classes and should be notified by  
32 administration of such adjustments in the offer of assignment.

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34 Title 5 § 58058 provides as follows:

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36 (a) A person is an “employee of the district” within the meaning of  
37 subdivision (a)(1) of Section 58051 if:

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39 (1) The district has the primary right to control and direct the person's  
40 activities during the time such person is serving the district; and

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42 (2) A contract exists between the person and the district, indicia of  
43 which may include provisions which specify the terms and  
44 conditions of work, salary and other compensation, work to be  
45 performed, and employment classification; and,

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47 (3) The district compensates the person according to an adopted  
48 salary or wage schedule which complies with the provisions of  
49 Article 8 (commencing with Section 87801), Chapter 3, Part 51 of  
50 the Education Code.

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

63 [5 CCR § 58058.]

65 17.1.B Dual Enrollment instruction is the purview of the instructor of record,  
66 per academic freedom, and shall not be dictated or limited by High  
67 School regulations. Any course scheduled for Dual Enrollment, will  
68 have protections of content and shall not be cancelled based on  
69 content, due to the course being vetted by both the High school and the  
70 college.

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

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

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

97 Public Employment Relations Board (PERB) has also held that the “decision as to which  
98 classes to cancel, and on what basis is therefore a non-negotiable management  
99 prerogative.” (See Mt. San Antonio Community College District (1983) PERB Dec. No.  
100 297, adopting the ALJ’s decision.)

102 17.1.C. For faculty who are assigned to dual enrollment classes/services or other types

103 of off-site or non- traditional assignment locations, the District will provide the  
104 following:  
105

- 106 1. Training to prepare faculty to address variances in student  
107 populations and settings (such as high school, correctional facilities,  
108 etc.) **will be paid at the orientation/training rate per Exhibit B-1;**  
109
- 110 2. Information and services to assist faculty with the logistics of  
111 instruction/**student services** at various sites (such as parking,  
112 access, keys, technology, and safety).  
113
- 114 3. **Mileage will be compensated in accordance with Article**  
115 **16.1.16.**  
116

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

118 **17.1.D Full-time fF**Faculty assigned a dual enrollment class **and/or service** will be  
119 evaluated in accordance with Article 13.  
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121 **17.1.E The All** faculty members with a dual enrollment class **and/or service**  
122 assignment will continue to be supervised by their direct supervisor at the  
123 College. If there is an emergency at the high school site, the faculty member is  
124 to follow the directions of the **high school** site administrator.  
125

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

126 **17.1.F The faculty member will follow District policies, processes, procedures**  
127 **regulations. When the Dual Enrollment assignment is at a High School**  
128 **location/property, an orientation will be provided to the faculty member**  
129 **to increase awareness of High School processes and resources.**  
130 **Information will include, but shall not be limited to, pertinent High**  
131 **School rules, regulations, policies, procedures, calendar/daily schedule,**  
132 **and safety protocols.**  
133

134 **17.1.GE** Matters of complaint regarding instruction **and matters regarding unit**  
135 **member or student misconduct and discipline in or related to college**  
136 **service/course instruction** will be handled by the appropriate College  
137 Administrator following the District policy and procedures including the District  
138 grievance process. High school administration will be informed **by the College**  
139 **Administrator of any student discipline or relevant actions that prevent**  
140 **course attendance.**  
141

142 **17.1.C. Course Schedule****ing must adhere to the approved instructional**  
143 **calendar of SCCC****D.**

144 **Any work an instructor conducts for a dual enrollment course which**  
145 **falls outside of the SCCC Academic calendar for the primary**  
146 **semesters (Fall and Spring) will be compensated at the overload rate**  
147 **for time worked. Any sick leave taken/accrued during such a time will**  
148 **utilize overload sick leave.**  
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150 **Section 17.2. DUAL ENROLLMENT LIAISON, COORDINATOR**  
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155     17.2.A. Liaisons are defined as State Center Community College District faculty providing  
156     Dual Enrollment services to a high school. Liaison duties and responsibilities  
157     include :  
158       1. Inspecting facilities (when needed)  
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160       2. Ensuring that the high school teacher conforms to the Course Outline of  
161       Record and instructional materials approved for the course  
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163       3. Completing classroom visitations  
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165       4. Completing evaluation of high school dual enrollment courses to assess the  
166       pace, rigor, and quality of the courses through observation, evaluation, SLO  
167       assessment and the success of the students enrolled.  
168  
169       5. Ensuring norms for communication are followed, including syllabus creation  
170       and submission, grade and attendance submittal Providing grades for dual  
171       enrollment courses to the high school

172     [Same as 17B.2.A below.]

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174     17.2.B. Dual Enrollment Faculty Coordinator duties include, but are not limited to:

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176       1. Inspection of facilities (when needed)  
177  
178       2. Delivery of Course Outline of Record and related materials to high school  
179       teachers  
180  
181       3. Assisting with course scheduling and staffing during schedule and master  
182       calendar development  
183  
184       4. Serving as a college's point of contact for questions related to delivery of  
185       instruction at dual enrollment sites

186     [Same as 17B.2.B below.]

187     ———5. Providing grades for dual enrollment courses to the high school

188     [From 17B.2.B.5 below.]

189  
190     [SCFT is correct that the exchange of student information, including grades, is  
191     legally permissible between educational institutions when there is a  
192     "legitimate educational interest." (34 CFR § 99.31(a)(1).) It is incorrect that this  
193     criteria doesn't exist. Specifically, this exchange is essential for both  
194     institutions to fulfill their administrative and academic responsibilities:  
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196  
197       • The community college needs access to the grade to record it on the official  
198       college transcript, ensure academic progress, and comply with state  
199       reporting requirements for apportionment (FTES).  
200       • The high school needs access to the identical grade to officially award the  
201       corresponding high school credits, ensure the student meets graduation  
202       requirements, and update their high school transcript. FYI-SCFT believes  
203       high school grades being awarded do not directly correspond to college  
204       course grades, therefore is a clear issue with the implementation of DuE.

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

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

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

218 Accordingly, there is no FERPA violation.

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

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

238 **17.2.C.** Order of Priority for Selection/Assignment of Liaisons:

- 239 1. All liaison assignments should prioritize the utilization of discipline-specific  
240 faculty.
- 242 2. First: offer to full-time, tenured faculty
- 244 3. Second: offer to full-time, non-tenured/contract (probationary) faculty and full-  
245 time categorical/grant funded/temporary faculty
- 247 4. Third: offer to part-time faculty
- 249 5. If assignment not filled voluntarily by faculty member from the first, second, or  
250 third offer bullets, then it will be assigned to qualified faculty in same order as  
251 other offers

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

254 **17.2.D.** Department Chairs will not be required to recruit Liaisons or be required to perform  
255 Liaison duties.

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**17.2.E. Liaison Stipend:**

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)**

### 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 enrollment class, and, whether they are employed as an 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

326 follow the directions of the *high school* site administrator.

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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.

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378 **B. Duties of the Dual Enrollment Faculty Coordinator include but are not limited**  
379 **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**

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389 **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**

400  
401 **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.**

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408 [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.**

413 **E. Mileage will be compensated based on 17A.2(B) of this Article \_\_\_\_.**

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415 Signed and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

416  
417 FOR THE DISTRICT

FOR SCFT

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