

## District Proposal – Article 8

June 20, 2023

### 8.D. Faculty-Student Relationships

#### 1. Principles

1.1. The power differential inherent in faculty-student relationships may compromise the student's or the faculty member's ability to make decisions and may call into question whether the relationship is welcome.

1.2. A conflict of interest is presumed in situations involving an amorous/sexual relationship between faculty and students for whom they have educational responsibility.

1.3. Amorous/sexual relationships involving faculty and students may also give rise to a perception on the part of others that the evaluative capacity of the faculty member has been compromised and create an appearance of favoritism.

#### 2. Definition: An amorous/sexual relationship exists when two persons as consenting partners (a) have a sexual relationship or (b) engage in romantic partnering or courtship that may or may not include a sexual relationship.

#### 3. Policy:

3.1. Amorous/sexual relationships between faculty and students currently enrolled in a course being taught by the faculty member or who is under the supervision or direction or receiving counseling, library or instructional assistance services of the faculty member are ~~prohibited. potentially exploitative and should therefore be avoided~~. In such situations (and others that cannot be anticipated) serious conflicts of interest, discipline, and/or potential legal liability could result.

3.2. Because a conflict of interest is presumed in situations ~~which involve or have involved (within the last four (4) years) where~~ an amorous/sexual relationship between a faculty member and a student for whom they have educational responsibility ~~has previously existed~~, the faculty member shall request that the department chairperson, dean, or immediate supervisor arrange for alternative evaluation procedures, or alternative provision of services, which may include the oversight of existing evaluative procedures. Evaluation procedures include grading, rewarding, or penalizing of a student, or providing academic references or job references for a student. The department chairperson, dean, or immediate supervisor shall not ask, nor shall the faculty member be required to disclose to them, the reason for the request. The District will advise its department chairpersons, deans and immediate supervisors of faculty of the need to maintain confidentiality except on a need-to-know basis.

4. Avoid Amorous Relationships Where No Evaluative Relationship Exists: Amorous/sexual relationships between faculty and students in situations where there is no evaluative educational responsibility are discouraged. Relationships that the parties currently view as welcome may be subsequently viewed as exploitative. In such situations (and others that cannot be anticipated) serious conflicts of interest, discipline, and/or potential legal liability could result.
5. Friendships or mentoring relationships which are not amorous/sexual relationships are not discouraged.
6. Training. All faculty members are required to attend sexual harassment training, in accordance with state law.

#### **8.H. Improper Influence**

The selection of textbooks, library books and other resources must be free of improper influence by publishers or manufacturers and no employee may accept anything of value from publishers or manufacturers for the purpose of influencing the selection of any textbook, library books or other educational resource. The acceptance of a desk copy of a textbook by an employee which he/she they may consider using in his/her their course shall be allowable.

#### **8.I. Conflict of Interest**

1. A faculty member shall not engage in any employment, enterprise or other activity which interferes with or prevents the faculty member from carrying out his/her their assigned duties and professional responsibilities or official CCSF business, including:

*1.1 through 1.5 No change*

2. Authorization – A faculty member who is engaging in or plans to engage in any employment, activity, or enterprise which interferes with or prevents him/her them from carrying out his/her their assigned duties and professional responsibilities as a District employee, should obtain the prior approval of the Chancellor.

#### **8.K. Determination of Grades**

1. A faculty member shall maintain the exclusive right and responsibility to determine grades based upon his/her their professional judgment. The determination of the student's grade by the instructor, in the absence of mistake, fraud, bad faith, or incompetency shall be final.
2. Instructors are responsible for providing the District with copies of accurate grade reports, grade books, attendance records, unreturned class examinations or term papers, and any other method of student evaluation promptly upon request. A grade book refers to the composite record kept by the instructor of a student's performance including grades or scores which are used by the instructor as his/her their basis for the

midterm and final grades. Instructors shall retain grade books, unreturned final examinations, term papers, and any other method of evaluation for three years. Instructors who are not returning to the District are required to leave grade books, attendance records, and academic performance material, i.e., final examinations etc. with their department chairperson.

In the event that a faculty member claims that ~~he or she~~ they need not disclose or turn over true and correct copies and/or the original(s) of grade books, unreturned student exams, unreturned term papers, or any other method of student evaluation, the Union shall support the District's efforts to obtain such documents promptly.

### **8.N. Eavesdropping and Monitoring**

3. Except in the event of such special circumstances as documented by the Chancellor or Vice Chancellor (such as imminent system crashes, excessive network bandwidth usage, internal or external denial-of-service attacks), any monitoring or examination of individual accounts, usage, content or hardware shall not occur unless it has been approved in advance by the appropriate Vice Chancellor, with notification to the affected employee(s), unless the Vice Chancellor concludes that good cause exists to refrain from immediately notifying the employee. Good cause may exist, e.g., in the event of an ongoing investigation into misconduct; when the District has a reasonable basis to believe that disclosure could result in destruction of evidence or retaliation against other persons; or when employees are not readily available to receive notice. A joint labor-management work group augmented with representation of the Chairperson of the ITPC or ~~his/her~~ their designee shall serve as a resource in defining appropriate standards and procedures regarding "special circumstances" and "good cause" based on case-by-case assessment and discussion after the fact, with appropriate confidentiality afforded to the identity of the employee(s) involved.

### **8.R. Use of District Email and Learning Management System**

Unit members shall use District email ~~or other official District channels~~ for official District communications regarding their professional responsibilities with administrators, Department Chairs, and staff. Unit members shall regularly check their District email for communications from the District and students, and shall not rely solely on forwarding to other email addresses (including their @mail.ccsf.edu address, as applicable). Unit members shall provide students their District email address and shall encourage students to utilize such address, ~~their @mail.ccsf.edu email address,~~ or the District's Learning Management System ~~in email for~~ communications regarding their studies. District email in this section refers to the unit member's @ccsf.edu email address.

Unit members shall post course syllabi to the District's official Learning Management System. Unit members providing online instructional materials to students shall, at minimum, provide access to these materials through the District's official Learning Management System.