

Key: AFT	Key: CCSF
Current contract language	Current contract language
<u>AFT language</u>	<u>District language</u>
~~AFT strikethrough of current contract language~~	~~District strikethrough of current contract language~~
AFT language the District accepts	District language that AFT accepts
Moving party (AFT) rejection of proposed new language	Moving party (District) rejection of proposed new language
<u>Moving party (AFT or District) propose return to current contract language</u>	<u>Moving party (AFT or District) propose return to current contract language</u>

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ARTICLE 8: ACADEMIC FREEDOM, DUTIES, AND RESPONSIBILITIES

8.A. General Principles

1. Community college faculty members, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed upon them in promoting the educational goals and well-being of students. To this end, faculty members demonstrate respect for the student as an individual and adhere to their proper roles as intellectual guides and mentors. They avoid any exploitation of students for private advantage and they promote educational achievement in a supportive and safe environment.
2. The District and AFT will work cooperatively to promote and maintain a climate of free, impartial, and responsible inquiry and discussion. In order to realize the educational advantages offered by this climate, the District and AFT will actively seek to maintain a teaching and learning environment that is free of sexual harassment, discrimination, or abusive conduct.
3. Faculty accept the obligation to exercise critical self-discipline and judgment in using, extending and transmitting knowledge. Faculty shall abide by the duties and responsibilities set forth herein.
4. Faculty retain responsibility for determining if and which District-approved artificial intelligence (AI) technologies they will use in their classrooms and workspaces. Specific AI technologies and usage are limited to those that are District approved. Faculty use of AI shall comply with FERPA requirements and shall further keep employee data secure. Instructional and non-instructional faculty shall not use AI to replace their core responsibilities.

8.B. Faculty Responsibilities Under District Policies, Rules, and Regulations

1. Faculty shall abide by applicable provisions of the Faculty Handbook, District Policy Manual, and District Rules and Regulations except as modified herein. This paragraph shall not be read as waiving AFT's or a faculty member's statutory right(s) or right(s) under this Agreement.

If a faculty member is disciplined pursuant to this Article, Article 10 of the Agreement will govern.

8.C. Academic Freedom

1. The District and AFT are unequivocally and unalterably committed to the principle of academic freedom in its true sense which includes freedom to study, freedom to learn and freedom to teach and provide educational professional services to students.
2. Academic freedom encompasses the right of an instructor to discuss in the classroom relevant and controversial subjects consistent with the course outline, and for counselors, librarians and other academic employees to provide relevant and appropriate student services.
3. Interference with or censure of an academic employee by District officials or by outside individuals or groups because of the faculty member's introduction of relevant and controversial subjects or provision of relevant and appropriate educational professional services to students is precluded by the principle of academic freedom.
4. The parties acknowledge the fundamental need to protect faculty from censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching or other educational functions. The rights of academic freedom and freedom of expression apply to the reasonable use of District computing resources, including e-mail and internet access. This subsection 8.C.4 is subject to reopener negotiations in accordance with the February 2005 side letter between the parties regarding the Policy Proposal for Electronic Communications and Information Technology. Faculty cannot, however, expect academic freedom to be unlimited, for the right to exercise any liberty implies a duty to use it responsibly. Academic freedom does not give faculty freedom to engage in indoctrination. Nor can faculty invoke the principle of academic freedom to justify non-professional conduct.

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. 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 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.E. Information to Students

For pedagogical reasons, faculty members may decide that it is necessary to use course materials that some students may find offensive. When course materials and/or presentations include explicit representations or language which may reasonably be viewed by responsible educators as offensive, shocking or obscene, a faculty member should give students adequate information to enable the students to determine whether to enroll or remain enrolled in the class. This information should be provided in writing and may be provided in course syllabi, lists of readings and other course materials or instructional aids provided to the student.

8.F. ~~Textbook~~ Selection of Textbooks and Other Course Materials

The College shall develop a procedure for the selection of textbooks, ~~and~~ **course materials, and publisher learning tools (LTI's)** that recognizes the basic right and duty of the faculty to be the primary agent in the process. Since students in most instances must purchase books, the procedure should take cognizance of the financial burden that may be imposed upon the student. Additionally, the integration of publisher LTI's into the college's learning management system requires an accessibility and interoperability review. Faculty shall adopt textbooks and course materials and request LTI integration within District timelines.

8.G. Selection of Library Materials

The library faculty, as a part of the educational program, shall have the same freedoms guaranteed the teaching faculty and students and shall choose books and other resources based on their interest, information and potential for enlightenment of students. So far as practical, books and other resources will be selected to present all points of view concerning the problems and issues of our times, international, national, and local. No books shall be excluded because of race, color, religion, sex, sexual orientation, national origin, ethnic group identification, ancestry, marital status, age, physical or mental disability or the political or philosophical views of the writer.

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 they may consider using in 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 their assigned duties and professional responsibilities or official CCSF business, including.

- 1.1. Unreasonable or excessive use of District time, facilities, equipment, or supplies,

including District computing resources, for purposes other than the performance of their assigned duties and professional responsibilities or official CCSF business. The District provides computing resources for use as academic professionals and for business use as District representatives, and not for personal, financial or other gain. Reasonable personal use of District computing resources is permitted when it does not consume a significant amount of those resources and does not interfere with the performance of the user's job or other District responsibilities. This subsection 8.I.1.1 is subject to reopener negotiations in accordance with the February 2005 side letter between the parties regarding the Policy Proposal for Electronic Communications and Information Technology.

- 1.2. Performing CCSF assigned duties and professional responsibilities as a private service for compensation other than District salary.
- 1.3. Using one's position to personally profit by selling one's services or other items to students during the performance of one's assigned duties and professional responsibilities in a manner that interferes with said duties. This provision is not intended in any way to prevent faculty from requiring the use of their own textbooks or other instructional materials in their classes, in accordance with existing practices, policies and procedures for the adoption of texts and other instructional materials.
- 1.4. Authorizing other persons to engage in the above forms of selling (see Section 1.3) in the faculty member's classroom or at any District-sponsored event supervised by a faculty member.
- 1.5. Claiming to speak or act or creating the false impression that one speaks or acts on behalf of the District without authorization by the District.

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

8.J. Tutoring

No faculty member shall give private lessons or instruction for pay to any student who is a member of the class in which the faculty member is employed; nor shall such faculty member use a room or building of the District for the purpose of giving private lessons or instructions for pay

8.K. Determination of Grades

1. A faculty member shall maintain the exclusive right and responsibility to determine grades based upon 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 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 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.L. Student Records

Faculty shall not use their faculty status or position to solicit personal student information, such as marital status, identity of spouse, or work address for their personal use. Faculty may ask but shall not require students to share relevant directory information, such as name and telephone number, with the faculty member and/or with other students to facilitate course objectives.

8.M. Grades ~~and~~ Census Sheets, PARS, and Attendance Records

AFT and the Board agree that it is important to have all grades, census sheets, and PARS attendance records returned by the deadline dates to make grades available for students and departments and to report enrollment and attendance to the State. AFT and the Board agree to work cooperatively with each other to encourage that faculty comply with report deadlines. Without this cooperation, not only do students and the educational program suffer, but the District has to waste money on late manual processing of reports and also loses State funding for future classes.

8.N. Eavesdropping and Monitoring

1. Except with the specific consent of the faculty member involved, work stations shall be free from mechanisms, mechanical and electronic, by means of which management shall be able to listen to or record procedures in said work station. For purposes of this provision, faculty work stations may include desktop and laptop computers which may or may not be the property of the District, and telephone voice mail. The District does not and shall not monitor individual usage of its facilities, computing resources, including e-mail accounts, internet usage or data created by individuals, except as provided herein.
2. Under special circumstances, the District may monitor the activity and accounts of users of District computing resources, including login sessions and the content of individual communications, with or without notice, when:

- 2.1. Required by law;
 - 2.2. Necessary to protect the integrity, security, or functionality of District or other computing resources;
 - 2.3. Necessary to protect the District from criminal or civil liability; and/or
 - 2.4. There is sufficient and reasonable cause to believe that (a) the user has violated or is violating this policy or other District policies/procedures, including the District's policy and procedure against discrimination/harassment/ retaliation or other violations of law, or (b) the use of such computing resources may reflect cause for discipline.
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 appropriate college-wide committee representative Chairperson of the ITPC or 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.
4. Review of Preserved Course Materials outside of the regular faculty evaluation process (Article 9)
Definition: Preserved Course Materials: Any course content, communications, submissions, assessments, discussions, analytics, grades, feedback, and related metadata stored on the LMS (e.g., Canvas) either during an active course or after a course ends.

AFT 2121 recognizes that there are sometimes legitimate reasons for a review or evaluation of preserved course materials, such as in preparation for an accreditation review or adherence to regulations required for participation in the California Virtual College consortium. Where such a review or evaluation is deemed appropriate, the District shall use one or more of the following, at the individual faculty member's election: a) Faculty consent is obtained prior to course review, b) Faculty Self-Report Portfolio or agreed upon form: syllabus, sample assignments, rubrics, representative (anonymized) feedback excerpts, and reflective narrative. c) Live Demonstration/Observation: real-time walkthrough between faculty and a district representative d) Peer Review with consent of

individual faculty: evaluation by trained peer(s) under the same consent, scope, and confidentiality limits. The District shall accept these alternatives as satisfying qualitative review requirements equivalent to in-person observations. When a review of Preserved Course Materials is needed for a faculty member who is no longer employed by the District, the District shall inform AFT 2121.

The restrictions of the above paragraph do not pertain to records required for mandated state or federal reporting. This paragraph 8.N.4 does not restrict or limit the District's or external agencies' access to Preserved Course Materials for investigation and compliance needs. Faculty member consent is not required to access Preserved Course Materials for these purposes.

8.O. Public Forums

In keeping with the philosophy of intellectual freedom and the responsibility of the Community College District for services to its community, public forums presenting speakers with varying points of view may be offered to the local community as part of the educational program.

8.P. Illegal Drugs and Alcohol

The campuses of City College of San Francisco are drug-free. The College does not allow the unlawful possession, use or distribution of illegal drugs and alcohol by faculty on its property or as part of its activities, whether on or off campus.

8.Q. Field Trips

Field trips required as a regular part of the instruction in a course must be mandated in the course description in the College Catalog. Advance written notice of such trips must be given to the department chairperson and to the appropriate dean, including a statement of reasonably exact times and places so that students may be reached in case of emergency. It is also important that the Director of Administrative Services be notified in advance of field trips so that the District's insurance carrier can be notified. Although permission for such field trips is almost always granted, it is not automatic; hence, instructors should provide notice sufficiently so that the advisability of modifying plans to avoid conflict within the instructional schedule or for other reasons can be discussed. Instructors should not arrange transportation for students. Students are responsible for their own transportation to the field site.

Instructors who wish to conduct a field trip not mentioned as a course requirement in the College Catalog must make a request of their Department Chairperson in writing. Such requests also require permission from the School Dean. Field trips which are not officially advertised in the College Catalog may not be made a required part of the course.

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

Unit members shall use District email or other official District channels for official

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. 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 for communications regarding their studies. District email in this section refers to the unit member's @ccsf.edu email address.

8.S. Flex Days

Flex Days are included in the 175-day academic calendar.

1. Flex Activities and Definitions

1.1. Professional Development Flex Activities

1.1.1. "Professional Development" flex activities include workshops and meetings held at CCSF that are approved by the Professional Development Committee.

1.1.2. Independent Flex Activities

1.1.3. "Independent" flex activities are those activities relevant to professional growth or to faculty assignment, and include workshops, conference, seminars, individualized study, research, or other work that is not part of a faculty member's regular assignment. These flex activities can take place on the planned Independent Flex Day or at any time during the semester.

2. Reporting and Compensation

2.1. There shall be no additional compensation for participation in Flex activities.

2.2. Faculty who are absent on the Professional Development Flex Days are required to report their absence using regular absence procedures, including using sick leave.

2.2.1. Faculty who use sick leave during Professional Development Flex Days will have appropriate time deducted from their sick leave balance.

2.2.2. In cases where a faculty member has exhausted their sick leave, pay will not be docked. The absence will be considered a deficit against future sick leave accrual.

2.3. Faculty utilizing sick leave or other leave provisions during a Professional Development Flex Day will have their Flex obligation reduced accordingly.

2.4. All faculty shall submit reports of their flex activities on Flex Report Forms or online. All Faculty Flex Attendance Requirements

3. All Faculty Flex Attendance Requirements
 - 3.1. Surplus Professional Development activities will be applied to Independent Flex Requirements.
 - 3.2. Extra flex activity hours cannot be carried over to the next academic year.
 - 3.3. Department meeting attendance cannot exceed five (5.0) hours of flex credit per semester.
 - 3.4. As part of the College's commitment to an inclusive and non-discriminatory workplace, faculty are expected to participate in equity-minded workshops or other flex activities covering subjects such as disability discrimination, gender bias, homophobia, racism, and implicit bias offered on Professional Development Flex days or as part of one's Independent Flex activities. The District will provide an adequate number and variety of opportunities for such workshops.
 - 3.5. Faculty flex day workshop presenters earn double credit for every hour they present.
4. Flex Activity Requirements for Full-time Faculty
 - 4.1. Five (5) hours of flex activity are required per flex day.
 - 4.2. Faculty on partial-load leave are required to perform a portion of flex day hours proportional to their workload.
 - 4.3. Full-time faculty are obligated to attend department meetings held on Professional Development flex days.
5. Flex Activity Requirements for Part-Time Faculty
 - 5.1. All part-time faculty are encouraged to participate in Flex activities.
 - 5.2. Required Flex Days
 - 5.2.1. Part-time faculty with semester-long assignments are required to participate in all Flex days that coincide with the normal day of their assignment.
 - 5.3. Required Hours
 - 5.3.1. Part-time faculty whose assignments include flex days must attend scheduled flex day activities, including department meetings, held during their normally scheduled work hours on that day
 - 5.3.2. If there are no scheduled Flex activities during a part-time faculty member's regularly scheduled work hours, the faculty member will be

considered to have met their Flex obligation for that day. Pay will not be reduced.

5.3.3. Ancillary assignments are excluded from regular hours for this purpose.

5.3.4. No part-timer will be required to work more than five hours in one flex day.

8.T Artificial Intelligence/Large Language Models (LLMs)

As part of this agreement, the District and AFT 2121 acknowledge the importance of human educators in education and the potential impact on employment and learning when non-human technology is used in a role that would otherwise be performed by a human.

1. The District shall not require the use of artificial intelligence or LLMs by bargaining unit members or mandate the use of tools to detect AI in students' work. Faculty use of AI detection tools shall be limited to those that are District-approved.
2. The District will not ~~not~~ use artificial intelligence to replace bargaining unit work, including the professional judgment, expertise or discretion of bargaining unit members. However, the District may adopt AI tools for use by bargaining unit members for purposes of improving efficiency and student experience.
3. AI shall not be integrated into hiring processes for bargaining unit positions, or into the processes of evaluation of bargaining unit members. However, the District may adopt and use AI tools to improve efficiency of hiring and evaluation processes.
4. Use of recordings or likenesses. The district shall not use images or recordings of faculty to create a replica of the voice or likeness of faculty.
5. Existing Technologies and Practices. The parties acknowledge that the institution has historically used digital technologies at all stages of education, including but not limited to online education platforms and information retrieval systems, and this acknowledgment does not preclude or limit the use of such digital technologies in traditional and historic ways. The District retains the management right to adopt and sunset specific digital technologies.

The parties further acknowledge that faculty are required to use certain digital technologies as a component of their work. The future introduction of District-approved artificial intelligence elements into these technologies shall not waive faculty responsibilities to use these technologies as required.

6. Evolving Technologies. The parties agree that the use of generative artificial intelligence and LLMs are in the early stages and are likely to evolve post 2026. To this end, the parties agree to meet during the term of this agreement upon request by either party, to discuss and review information related to the institution's use and intended use of generative artificial intelligence.

The District retains the management right to suspend usage of an artificial intelligence technology or other digital technology in an emergent situation without having to meet and confer with the Union.