



SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT

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SAN LUIS OBISPO COMMUNITY COLLEGE DISTRICT

TENTATIVE AGREEMENT

April 20, 2020

Pending CCFT Ratification and Board of Trustees Approval

The San Luis Obispo County Community College District and the Cuesta College Federation of Teachers have completed negotiations of Article 3, Academic Freedom of the Collective Bargaining Agreement for the 2020-2021 year. This article will be amended as follows:

ARTICLE 3

ACADEMIC FREEDOM

3. The San Luis Obispo Community College District protects the academic freedom of students, staff, managers, and faculty; no limitations shall be placed upon the study, investigation, presentation, or interpretation of ideas. The District values the expression of a wide range of viewpoints and promotes creativity and innovation among its students, staff, managers, and faculty.

3.1 The District upholds the following elements of academic freedom:

3.1.1 the obligation of academics to ask difficult and meaningful questions and to pursue those inquiries wherever they may lead;

3.1.2 the open and free exchange of ideas to support academic critical inquiry; and

3.1.3 the protection of those who discuss, present, and research ideas that may be seen as controversial, obscene, unpopular, or challenging.

3.2 The District shall support and protect every faculty member's academic freedom from any adverse action or censorship. The District shall support and protect each faculty member's academic freedom within, but not limited to, the following areas:

3.2.1 College-wide Curriculum

Freedom to develop curriculum and instructional methods for academic programs and courses—including, but not limited to, course descriptions, course outlines, course goals, course objectives, and course standards—in accordance with college procedures that have been mutually agreed



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upon by the Governing Board and the Academic Senate and conform with state requirements and existing articulation agreements with other higher learning institutions.

3.2.2 Course Content

Freedom to select all content for their individual courses—including, but not limited to, texts, materials, labs, discussion topics, technology, videos, and assignments. Faculty will base their decisions on their professional training, expertise, and pedagogical practices. The approved Course Outline of Record, as developed from mutually agreed upon standards, shall provide the individual faculty with requirements and guidelines for each specific course.

3.2.3 Grades

Freedom to design assessment tools and methods, assess student performance, and serve as the final authority for the assignment of grades.

3.2.4 Research

Freedom to explore all avenues of scholarship, research, publication, and academic and/or creative expression within the classroom, college, and larger community, without institutional discipline or restraint.

3.2.5 Participatory Governance

3.2.5.1 Freedom to participate effectively in collegial and divisional governance.

3.2.5.2 Freedom to question and challenge, without fear of censorship or discipline, actions and ideas originating from within the institution.

3.2.6 Public Speech and Membership in Organizations

3.2.6.1 Freedom to speak or write publicly—free of censorship or discipline by the college—as a citizen on matters of public concern.

3.2.6.2 Freedom to associate with individuals or groups of one's choice without fear of censorship or discipline.



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3.2.7 Technology

3.2.7.1 Freedom to elect to what extent technology will be used to support achievement of course objectives.

3.2.8 Intellectual Property and Pursuant to Appendix E

3.2.8.1 Freedom to maintain ownership over creative, artistic, and research works, including, but not limited to, written, graphic, photographic, video, and musical pieces, among others, even those produced or maintained on District equipment, unless the District has commissioned a faculty member or members to produce a work for which said faculty specifically agree to relinquish intellectual property rights.

3.2.8.2 Freedom to maintain ownership over all academic work, including, but not limited to, items such as syllabi, assignments, exams, lectures, and content within learning management systems, unless the District has commissioned a faculty member or members to produce a work for which said faculty specifically agree to relinquish intellectual property rights.

Nota bene: Faculty in non-instructional positions have the same rights of academic freedom as instructional faculty.

ACCEPTED AND AGREED TO:

Gregory Baxley
Gregory Baxley (Apr 20, 2020)

Apr 20, 2020

Greg Baxley, Ph.D.
Vice President/Chief Negotiator
CUESTA COLLEGE FEDERATION OF TEACHERS, AFT Local 4909

Date

Melissa Richerson
Melissa Richerson (Apr 20, 2020)

Apr 20, 2020

Melissa Richerson
Vice President Human Resources & Labor Relations
SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT

Date