



# Faculty Association Negotiations Update No. 4 2025-2026, Year 1 of 3

***STRONGER TOGETHER!***

To: All Faculty

From: Herschel Greenberg, Lead Negotiator

Date: 02/17/2026

We met with the District team for the 4th time for 2 hours on Tuesday, February 17th, 2026.

Team members in attendance:

District: Sokha Song, Alexis Carter, Kelly Fowler, Romelia Salinas, Koji Uesugi, and Adam Roman

FANT: Herschel Greenberg, Sandra Esslinger, Gayle Harris Watkins, David Mrofka, Donna Necke, and Robin Devitt.

## **District Response**

### *Article 16.M Sabbaticals*

The District did not accept most of the proposed language presented by the FA. First, the District added completely new language in 16.M.3.a specifically about sabbaticals taken in combination with reduced workload. This language was not in any past proposals, and reduced workload was never discussed in negotiations in conjunction with sabbaticals. When the FA asked about where this language came from, the District responded that the topic came up in a meeting (not negotiations related). Essentially, the District is forbidding sabbaticals for those who are on reduced workload. The FA asked several questions about the intent of this new language.

Second, the District changed the sabbatical request process by removing the word “recommendation” from 16.M.7. The District’s proposed language now states that if the department chair, educational administrator, or Vice President does not support the sabbatical request, the request does not get forwarded nor ranked. Furthermore, a professor would have no access to an appeal process, and a professor would not get fair consideration of their proposal if it is blocked during this process. In other

words, a no from any one of those three people ends the request. This is a radical departure from the previous language. Furthermore, the District struck out the FA's proposed language regarding rationale and feedback for the sabbatical request. Third, in 16.M.8.d, the District vehemently disagreed with a minimum number of sabbatical approvals by the Board of Trustees, claiming that any such limitations would prevent the Board from doing their due diligence and hamper their decision-making process regarding sabbaticals. Finally, the District made changes to 16.M.16.b: Sabbatical Presentations. Rather than the professor determining the format and scheduling, the District wants the Salary and Leaves Committee to make all of the decisions.

The FA plans to review these changes closely and write an appropriate response.

## **FA Proposals**

### *Article 5: Rights of Association and Members*

The FA proposed modifications to Article 5: Rights of Association and Members in order to align with new state legislation, Gov. Code 3556-3558.8. Recent legislation has expanded the rights of the FA in holding paid orientations with newly hired faculty, access to faculty in general, and access to district resources, meetings, and committees for the purposes of keeping faculty informed of their rights. 5.F through 5.H contains new language that aligns the contract with the law. The District asked multiple questions about procedures regarding this new language.

### *Article 6: Dues and Payroll Deductions*

The FA also proposed modifications to Article 6: Dues and Payroll Deductions because Gov. Code 3556-3558.8 and AB 119 affected this article. The new language specifies that the FA and the District agree to provide each other information under Government Code 3558 (AB119) at least every 120 days per academic year, or more often when requested by the FA. While the information supplied between both parties has not changed, the identification of membership was changed, due to deduction status. These changes align the contract to the new laws.

## **FA Response**

### *Article 10.I Flex Days*

The FA responded to the District with a few changes. First, the FA proposed that the pay deduction for the floating Flex Day occur from the first overload pay during the following academic year. This language

allows for plenty of notification of the missed submission, and it allows for the faculty member to plan for the loss of wages. Second, the FA proposed that if proof of completion of the floating Flex Day is provided after the deadline, the District would return the deducted wages since the work was completed prior to the deadline. The District did not ask any questions.

### **Next Negotiations**

The next negotiations meeting is scheduled for 2/27/26 at 9:00am.