

**COLLECTIVE BARGAINING
AGREEMENT
BETWEEN
UNIVERSITY OF SAN DIEGO
AND
SERVICE EMPLOYEES
INTERNATIONAL UNION,
LOCAL 721**

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ARTICLE 1 **RECOGNITION**

The University recognizes Service Employees International Union Local 721 (“Union”) as the exclusive collective bargaining representative for a bargaining unit of all full-time and part-time non-tenure track faculty, in accordance with the NLRB certification dated June 28, 2024, in case number 21-RC-339512, except as modified below, employed by the University in the College of Arts and Sciences.

Additionally, the following classifications or positions which currently exist are represented by the Union and the University recognizes the Union as exclusive bargaining agent for those positions:

(1) all positions entitled “Special Assistant to the Dean,” but not including any positions with that title held by tenured or tenure track faculty; provided that unit members holding the position of Special Assistant to the Dean may be asked to leave any meeting in which matters pertaining to labor relations, relations with the Union, personnel matters (for any category of employee), budgeting that affects the bargaining unit, or similar issues are to be discussed;

(2) unit members holding the positions of Director of the Bridging the Gap Program, Director of the Math Learning Center, Writing Program Director and Director of the Writing Center; provided unit members holding those titles may be excluded from meetings with personnel from the Dean’s office involving the subjects previously described;

(3) unit members holding the position of Faculty Integration Coordinator are included in the unit; provided that it is agreed and understood that positions of Faculty Integration Coordinator may be assigned by the University to either a tenure track or bargaining unit employee at the sole discretion of the University.

As to the positions of Special Assistant to the Dean, Director of Bridging the Gap Program, Director of Math Learning Center, Director of the Writing Center and Faculty Integration Coordinator, it is understood that the University may eliminate or modify such positions at its sole discretion. In that event, however, the University and the Union will bargain concerning the effects of such elimination on any bargaining unit member holding such a position at the time of elimination or modification.

The position of Director of National Scholarships has recently been eliminated. The University will provide the unit member currently holding that position with a full time bargaining unit position for the next two academic years (2025/2026 and 2026/2027).

The following positions are excluded from the unit: all non-faculty employees, all tenured or tenure track faculty, all other visiting faculty, all faculty teaching at any academic unit other than the College of Arts and Sciences, emeritus faculty, registrars, librarians, athletic department coaches, graduate students of the University, post-doctoral scholars of the University, laboratory assistants, graduate assistants, clinical fellows, teaching assistants, research assistants, mentors who do not have teaching responsibilities, Department Chairs regardless of their faculty status, the President of the University, the Provost, Assistant Provosts, Vice Provosts, Presidents, Deans, Vice Deans, Associate Deans and Assistant Deans regardless of their faculty status, Interim Core

Director, volunteers, office clerical employees, managerial employees, guards and supervisors as defined in the National Labor Relations Act.

The following positions are excluded from the unit but persons holding any of those positions may teach one course per semester outside of this agreement, and the Union will not represent any of the persons holding the following positions: Vice President of Mission Integration, Vice Provost for Strategic Communications, University Chaplain, Laboratory Facilities Manager, Director of Marketing and Communications, Director of Social Change and Student Engagement, and Senior Director of Social Student and Economic Mobility. If, in the future, the University desires to have a full-time administrative person teach no more than one course per semester outside of this Agreement, the parties shall meet to discuss the University's proposal.

ARTICLE 2 **DURATION**

This agreement shall become effective on the date of ratification by the Union and shall continue through midnight on May 31, 2028.

ARTICLE 3 **MANAGEMENT RIGHTS**

Section 1.

Except as limited by a provision of this Agreement or by applicable law, all management functions, rights and prerogatives, written or unwritten, which have not been set forth in this Agreement are retained and vested exclusively in the University and may be exercised by the University at its sole discretion.

Management functions, rights, and prerogatives include the University's right to determine and effect its mission, curricula, programs, objectives, activities, resources, and priorities; establish and administer procedures, rules and regulations, and direct and control the University's operations; alter, extend, or discontinue operations, including, but not limited to existing equipment, facilities, and location of operations; determine and modify the number, qualifications, scheduling, responsibilities and assignment of represented employees; establish, maintain, change, and enforce standards of performance, conduct, order and safety; establish, maintain, change, enforce policies and procedures and determine all matters related to employee recruiting, hiring, appointment, retention, promotion, and transfer; evaluate, determine the content of evaluations; establish the University's rules, policies, and regulations; require employees to observe the University's rules, policies and regulations; establish, maintain, change, and enforce employee discipline and dismissal policies and procedures; establish and modify the academic calendars, including holidays and holiday scheduling; establish, assign, and modify work locations and work hours; determine how, when, and by whom instruction is delivered; establish and introduce new methods of instruction and make all decisions regarding who receives instruction and the manner in which the instruction is provided; exercise sole authority over classroom assignments, scheduling class times, and classroom locations; schedule meetings or events that would require the employees' mandatory attendance; determine all

matters related to student application, admission, and retention; subcontract all or any portion of University operations; and exercise sole authority and discretion pertaining to academic matters.

Section 2.

The list of management rights listed above is not exhaustive and does not exclude other management rights. Management, in not exercising any functions hereby reserved to it in this Article, or in exercising any such function in a particular manner, will not be deemed to have waived its right to exercise such function or preclude Management from exercising the same in another manner. Except as specifically set forth in this Agreement, no action taken by the University with respect to a management or academic right shall be subject to grievance unless the action violates this Agreement.

Section 3.

In the event that an exercise of management rights as defined in this Article has an effect on the terms and conditions of employment for unit members, the University will give the Union written notice at the time of the decision and will bargain over the effects (if any) of such decision upon request by the Union.

ARTICLE 4
NEGOTIATION/MERGER

The parties acknowledge that, during the negotiations which resulted in this agreement, each party had the unlimited right and opportunity to make proposals and demands with respect to any subject or matter involving wages, terms or working conditions or otherwise properly a subject of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of their respective rights and opportunities are fully set forth in this agreement.

This agreement fully and completely sets forth all understandings, agreements and obligations between the parties and constitutes the entire agreement between the parties on all subjects covered by the agreement for the duration of the agreement. There are no understandings or agreements between the parties which are not expressly set forth herein. Neither the submission or withdrawal of any proposal by either party during the course of the negotiations resulting in this agreement shall be used or admissible in any further proceedings as evidence of the intent of either party regarding any provision of this agreement.

The parties, for the term of this agreement, each voluntarily and unqualifiedly waive the right to bargain, and each agrees that the other shall not be obligated to bargain, with respect to any subject, matter or practice involving the terms and conditions of employment of the bargaining unit, other than as specifically required by an express provision of this agreement.

Notwithstanding the foregoing, the parties may, by mutual agreement, reopen negotiations during the term of this Agreement with respect to mandatory subjects of bargaining that arise after ratification, or that were not reasonably foreseeable during negotiations. Provided that, in the event either party declines to reopen a mandatory subject upon the request of the other party, neither party may take any action inconsistent with or in contravention of Article 26.

ARTICLE 5 **UNION RIGHTS**

Access and Communication

The University recognizes the right of SEIU staff representatives to be on campus for Union business with represented employees. Such representatives shall observe all applicable security, parking and other University rules applicable to visitors in general, and shall, upon request, identify themselves to security or parking personnel.

The Union, including Union representatives not employed by the University, shall have reasonable access to meeting space on the University's campus for the sole purpose of conducting Union-related meetings with unit members. Such meetings shall not interfere with teaching or working time of members and shall be in locations customarily used for on-campus meetings.

The University will post this Agreement on its human resources website and on the mysandiego.edu faculty portal, along with a link to the Union's Website. Access to such posting will be limited to members of the bargaining unit.

The University shall provide all unit members who have held a contract within the past two years with a University email address. The Union shall also be permitted, at no cost, to communicate with unit members through their University issued email addresses.

The Union shall be permitted to post announcements on bulletin boards used for University announcements on campus in the following buildings: the Learning Commons, Founders Hall, Camino Hall, Shiley Center for Science and Technology, Joan B. Kroc Institute for Peace and Justice, Maher Hall, Saints Tekakwitha & Serra Hall.

Unit Member Rights

The University shall recognize unit members designated by the Union as Union stewards to adjust grievances, process disciplinary appeals, and for meetings with a grievant or with the University, and to attend to other matters related to the administration of this Agreement when authorized by the Union to do so.

A unit member shall be entitled to have a Union representative at an investigatory interview or meeting if requested by the unit member when that unit member reasonably believes the interview or meeting may result in disciplinary action against them, including a non-reappointment. If the unit member's Union representative is another unit member, the University shall endeavor to schedule such meetings at a time that does not conflict with either unit member's teaching schedule. If a unit member requests a Union representative at such a meeting, the University shall have the options to respond in accordance with the Weingarten decision and subsequent NLRB or court decisions interpreting the Weingarten decision.

Attendance to Union Matters

Three designated Union stewards, who shall each be employees who are exempt for overtime purposes, who shall be identified by the Union to the University at the beginning of each

academic year, shall be released from duty for purposes of adjusting grievances, processing disciplinary appeals, and meetings with the grievant; provided that, in doing so, such designated members shall observe their scheduled classroom or other duties.

ARTICLE 6

UNION DUES, FEES AND CONTRIBUTIONS

Section 1.

Each employee in the bargaining unit described in Article 1 shall, within 31 days after the date of execution of this Agreement or such employee's date of hire, whichever is later, become a union member or have agency fees deducted from their compensation as described below. The University shall discharge an employee who has failed to comply with this provision and fails to cure such default within 10 business days after written notice is received by the University from the Union certifying that such employee is in default.

Section 2.

Employees who are covered by this Agreement may elect to have deductions for dues or agency fees made from their compensation. The Union shall provide copies of form providing authorization for deductions for dues or agency fees to the University's Human Resources Department. In the event that a represented faculty member submits an authorization form to the University directly, the University will provide a copy of the authorization form to the Union.

Section 3.

For those employees for whom the University has received written authorization described in Section 2 above, the University shall, each payday during the term of this Agreement, deduct from an employee's compensation a sum of dues or agency fees (as described in Section 6, below) owed the Union for the time period covered by that paycheck and authorized under federal law.

Section 4.

Employees in this unit who are members of the Union on the effective date of this Agreement or at any time subsequent to the effective date of this Agreement shall maintain their membership in the Union during the term of this Agreement. They may revoke their membership during the twenty-one-day period preceding the annual anniversary date of employee's hire, by notifying the Union of their revocation of Union dues deductions.

Such notification shall be in writing and contain the following information: employee name, employee identification number, job title, department name, bargaining unit name and the name of the employer from which such deductions are to be cancelled. The Union will inform the member of their dues deduction revocation upon request.

For employees who have opted out of membership, and on whose behalf the Union has provided any relevant signed forms, the University shall deduct, withhold and remit to the Union the agency fee pursuant to the National Labor Relations Act.

The Union will then notify the University of any canceled memberships at the end of the pay cycle.

Section 5.

This Article shall not apply to employees, who: 1) because of the nature of their employment outside of the University are prevented from paying dues to a labor organization, or 2) have a sincerely held religious belief that prohibits them from joining or maintaining membership in a union. Employees claiming either exemption shall pay sums equal to the required membership dues or agency fees to one or more of the following charitable funds: the Jacobs & Cushman San Diego Food Bank, the San Diego Humane Society, Father Joe’s Villages, San Diego Rescue Mission, or the Surfrider Foundation.

Section 6.

Unless exempted above, any employee who does not elect to become a Union member shall be required to pay an agency fee (a service charge as a contribution toward the cost of administration of this Agreement and representation by the Union). The amount of such agency fee shall be determined by the Union, in accordance with applicable law, as a percentage of full dues uniformly required to be paid as dues by those who choose to become members of the Union.

Section 7.

Each semester, the Union shall provide the University with an “authorized deduction report” which includes all bargaining unit members who have authorized the deduction of Union dues or agency fee. The Union shall also provide to the University the deduction formula or basis by which the University can calculate the dues or fees to be deducted.

The University shall make the dues and other applicable deductions from the unit members’ paychecks and remit such itemized deductions to the Union via Electronic Funds Transfer (EFT) within five (5) business days of each month end. The University shall also provide the breakdown of each amount remitted (i.e. Dues, COPE, Supplementary Benefits, etc.) in Excel format to dues@seiu721.org within five (5) business days of each month end.

Each semester, the Employer shall send to the Union a list of all employees in the bargaining unit including: each employee’s first name, middle initial, last name; employee identification number; employee hire date; employee job classification; employment status (ex: active, on leave of absence, etc.); work status (ex: full time, part time, etc.); annual base salary amount (if the member is salaried); hourly rate (if applicable); instructional unit load; and, for hourly paid members, hours worked in the relevant period. This information shall be sent in Excel format to dues@seiu721.org within five (5) business days of each month end . If a new employee is hired into the unit during a semester, if a unit member’s courseload changes, or if a unit member ceases working for the University during a semester, the University shall provide the information about the change in status to the Union at the end of the current pay period. For newly-hired unit members, the University will simultaneously provide the information outlined above.

Section 8.

Employees may make voluntary contributions to the Union’s registered political action committees, also known as COPE. Every pay period the Union will notify the employer with a list of unit members and the appropriate deduction amount on the “authorized deduction report” of the unit members who have signed an authorization for the COPE deduction. The University shall make the deduction of the voluntary contributions in the same manner as the dues deduction process.

Employees may discontinue voluntary political deductions by providing notice of cancellation to the Union and the Union shall transmit such notice of cancellation to the University with the deduction authorization report sent to the University every pay period.

Section 9.

The Union shall indemnify and hold University of San Diego, its Board of Trustees, agents, personnel and students, harmless from any and all claims, grievances, awards, actions, suits, judgments, attachments, forms of liability or damages that arise out of this Article. The Union assumes full responsibility for the disposition of monies deducted under this Article as soon as they have been remitted by the University to the Union.

ARTICLE 7
NEW HIRE ORIENTATION

At the time the University provides a contract to a new bargaining unit employee, the University will inform the employee of the collective bargaining agreement (“CBA” or “Agreement”) covering the terms and conditions of employment. “New bargaining unit employee” shall be defined to include any employee new to SEIU’s bargaining unit and hired after the effective date of this Agreement.

The University shall schedule orientation sessions at the beginning of the Fall and Spring semesters at dates selected by the University. These sessions will be in person whenever possible, although virtual aspects are permissible. The University shall provide SEIU written notice to the Worksite Organizer (WSO) assigned to the University and to membership@seiu721.org of the date for employee orientations for employees being hired into the bargaining unit, and whether in person or online, at least ten (10) business days prior to the event. The University may task CEE with holding these orientations. New non-exempt unit members, if contracted to teach that semester, shall be paid their hourly rate for attending orientation.

When an orientation is organized for unit members, at the conclusion of the orientation session, representatives of SEIU shall be permitted to make a presentation of no more than 30 minutes and to distribute written materials to new bargaining unit employees. Such meetings shall not include any new or existing employees who are not joining the bargaining unit. No representative of management shall be present during the Union's presentation. Attendance at such sessions with SEIU will be voluntary on the part of the new bargaining unit employee and shall not be compensated by the University.

Regardless whether or not a new bargaining unit employee attends an orientation/session, the University shall provide to the Union the name(s), telephone number(s), email address(es), home address(es), anticipated course(s) (including units per course) and department assignment(s), title, length of contract, and salary of each new bargaining unit employee at least ten (10) business days prior to their first day of employment. This information shall be provided in electronic format.

Should the University provide a new hire packet, it shall include in the new hire packet distributed to new bargaining unit employees: the current Union membership and COPE forms, a copy of the CBA, benefits information, and the contact information of the Union Representative(s). The University shall also post the current Union membership and COPE forms, a copy of the CBA, and the contact information of the Union Representative(s) on My.SanDiego.edu on a page accessible only to members of the bargaining unit and to newly hired employees who will hold positions within the unit.

ARTICLE 8 **TITLES**

Section 1. Expectations

The College of Arts and Sciences requires that faculty members demonstrate commitment to excellence in the classroom, guidance of undergraduate students, and evidence of ongoing pedagogical development during their appointment at USD. All faculty are expected to include student learning outcomes on their syllabi to clearly identify the specific goals of each course. Teaching performance will be evaluated through peer evaluations, student evaluations, and course materials.

Unit members are expected to create, distribute and adhere to a syllabus for each course they teach and provide their department chairs or program directors with a copy of each syllabus in accordance with University accreditation procedures. In the classroom, a unit member's pedagogy shall be guided by the course description and syllabus that outlines course and core curriculum learning outcomes (if required). Unit members will submit grades by the due date and provide other requested information about students in a timely fashion in accordance with University, College and department/program policies.

If a unit member cancels class, they must notify the department chair and executive assistant as soon as they are aware of this modification to the schedule. After a contract period ends, unit members shall respond to University inquiries when necessary for students to complete a course, engage in the academic integrity process or file a grade grievance.

Section 2. Titles

Lecturers

Non-benefits-based unit members who have performed bargaining unit work for eight semesters or less shall hold the titles of:

- Lecturer I

- Lecturer II (terminal degree)

Non-benefits-based lecturers will hold 1.5 office hours per week per class.

Non-benefits-based unit members on semester contracts are eligible to apply for one-year contracts or other positions in the following manner:

- Appointments may be established for the academic year if the department chair demonstrates curricular need and evidence of unmet student demand beyond what is met by courses instructed by faculty on multi-year appointments.

- Non-benefits-based faculty are eligible to apply for vacant positions and teaching assignments in accordance with Articles 11 and 12 of this agreement.

Professors of Practice

The University may use “Professor of Practice” when the position is focused on “professional practice and instruction.” This title is a non-tenurable rank and “is to be held by a limited number of eminently qualified professionals who have had major impacts on fields and disciplines important to USD programs.” NTT faculty who hold this rank still are expected to adhere to College-wide teaching protocols. This may be a part-time or full-time position eligible for one year contract.

Teaching Professors

Separate from Professor of Practice titles, benefit eligible unit members shall hold the titles of:

- Teaching Professor
- Senior Teaching Professor
- Distinguished Teaching Professor

These unit members will be hired at the “Teaching Professor” level, but unit members may negotiate for another level of title based on previous teaching and/or employment experience outside of the University. Titles for benefits-based unit members who were employed during the 2024-2025 academic year will be governed by the related side-letter.

A non-benefits-based unit member shall, upon successful completion of eight semesters of bargaining unit work, receive a contract as a Teaching Professor. The workload of the contract shall be no less than the number of units the unit member taught in the eighth semester. Titles for non benefits-based unit members who were employed during the 2024-2025 academic year will be governed by the related side-letter.

Section 3. Promotions

To qualify for promotion, it is expected that faculty members 1.) teach courses as required by the needs of the department, 2.) receive favorable reviews from students and peers, and 3.) provide evidence of pedagogical achievement.

Senior Teaching Professor

After six years at the teaching professor rank, a unit member can apply for promotion to senior teaching professor. Criteria for promotion include continued and consistent evidence of teaching excellence demonstrated by carefully constructed course materials, student course evaluations

that offer evidence that students achieve learning outcomes, and peer observations of teaching. Faculty are expected to participate in on-going pedagogical development through updating course content, syllabi and assessments. In addition, the faculty member can demonstrate they have made significant contributions to department curriculum by updating existing courses, participating in curricular assessment and development, and advising or mentoring students. Faculty can also provide evidence of innovative pedagogy, inclusive teaching practices, and other contributions to the University. Attendance at pedagogical workshops through the CEE or external organizations offers evidence of attention to teaching excellence.

Senior Teaching Professor contracts shall default to a three-year contract unless the unit member and University agree otherwise, subject to sufficient course availability.

Distinguished Teaching Professor

After six years in the senior teaching professor rank, a unit member can apply for promotion to distinguished teaching professor. For promotion to distinguished teaching professor, it is expected that a faculty member demonstrates continued success in the classroom, as evaluated in accordance with criteria listed for senior teaching professor rank for both pedagogical achievement and development. Faculty should have taught a range of courses as permitted by the needs of the department or program and served as a leader in curricular revision, assessment, and/or pedagogical development as permitted by their department.

Distinguished Teaching Professor contracts shall default to a three-year contract unless the unit member and University agree otherwise, subject to sufficient course availability.

Teaching Professor Rank Review Committee

A faculty committee composed of six members, three of whom shall be unit members with the rank of Senior Teaching Professor or higher, selected by the Union, and the other three members appointed by the Dean or their designee. In the case of a deadlock among the Committee, the Associate Dean for Faculty shall have an additional vote. The decision of the Committee shall be final and submitted to the Provost. The failure to form a committee, or failure of the committee to make a decision during the academic year materials are submitted, shall result in automatic promotion. Unit members will be notified of the promotion decision no later than May 31 of the academic year in which they are reviewed.

The Committee shall review promotion materials that include:

- Self-evaluation that outlines teaching philosophy, pedagogical achievement, service if applicable for their position in their department, advising and mentorship if applicable for their position in their department, and commitment to mission
- Representative course materials
- All student teaching evaluations for courses taught in the past 2 years
- Grade distributions and department averages
- Instructional evaluations from peer evaluators
- Chair supervisory letter including a summary of peer letters
- Confidential peer letters that respond to evidence in the file and/or teaching observations
- Other contributions to the campus' academic community.

Unit members who participate on this committee shall have this administrative service included in their workload.

ARTICLE 9
COMPENSATION

Retroactive Wage Increase

All bargaining unit employees shall receive a one time retroactive payment equal to 3.25% of course wages earned between September 1, 2024 to May 31, 2025. Retroactive payments shall be made within thirty (30) days of the Union’s ratification of the Agreement.

New Base Wage Scale

The following base wage scale shall be effective as of September 1, 2025:

| 25-26 NTT Faculty Salary Schedule | | | | | |
|--|--------------|----------------------|---------------|-----------------------|---------------|
| | | Non-terminal | | Terminal (+3%) | |
| Type | Units | Per Unit Rate | Salary | Per Unit Rate | Salary |
| Lecturer | 3 | \$2,500 | \$7,500 | \$2,575 | \$7,725 |
| Lecturer | 6 | \$2,500 | \$15,000 | \$2,575 | \$15,450 |
| TP | 24 | \$2,950 | \$70,800 | \$3,039 | \$72,924 |
| | 21 | \$2,950 | \$61,950 | \$3,039 | \$63,809 |
| | 18 | \$2,950 | \$53,100 | \$3,039 | \$54,693 |
| Senior TP | 24 | \$3,050 | \$73,200 | \$3,142 | \$75,396 |
| | 21 | \$3,050 | \$64,050 | \$3,142 | \$65,972 |
| | 18 | \$3,050 | \$54,900 | \$3,142 | \$56,547 |
| Disting. TP | 24 | \$3,150 | \$75,600 | \$3,245 | \$77,868 |
| | 21 | \$3,150 | \$66,150 | \$3,245 | \$68,135 |
| | 18 | \$3,150 | \$56,700 | \$3,245 | \$58,401 |

Any unit member who, under the unit scales above, would receive no increase from the member’s 2023/2024 base compensation, would in lieu of such scales for the 2025/2026 academic year receive an increase of 7% from the member’s 2023/2024 base compensation.

Annual Wage Increases

All bargaining unit employees shall receive the following annual increases, which will be added to the base wage scale above:

Annual increase effective September 1, 2026: 3.25%

Annual increase effective September 1, 2027: 3.25%

Additional Compensation Sources

In addition to the compensation specifically described in this Article, if the University continues to provide additional funding beyond salary to tenure-track faculty for certain work, the

University shall also maintain its practice of providing such funding on equal terms to unit members. The University shall notify SEIU when there are available assignments per Article 12 of this Agreement.

When any pay such as that described above is provided to both tenured/tenure-track faculty and unit members, unit members shall receive no less than what tenured/tenure-track faculty in the College receive for the same work. If tenured/tenure-track faculty are provided an option of having a course reassigned time in lieu of compensation, the University shall provide eligible unit members the same option. Qualified unit members who teach in those departments that require students to take a course or participate in Undergraduate Research are eligible to teach that course or supervise students and have it included as part of their workload.

Qualified unit members shall be eligible to apply for internal grants and awards, as well as for external grants and awards that provide research opportunities for undergraduate students, following university processes.

Pay for Summer and Intersession Teaching

Compensation for teaching summer and intersession courses shall be equal to pay offered to tenured/tenure-track faculty in the College of Arts and Sciences.

The Summer 2025 session rates are as follows:

| Summer 2025 Session | |
|----------------------------|------------------|
| Type | Unit Rate |
| Terminal | \$2,935 |
| Non-terminal | \$2,835 |

Hourly Rate for Administrative Time

When unit members perform work that is otherwise not accounted for in this Agreement or for which this Agreement provides for an hourly rate, the hourly rate for such pay will be \$20 per hour. Administrative Time is any work performed on behalf of USD that is authorized by the appropriate department chair and is unrelated to teaching an assigned course (i.e., non-Teaching Time), such as attendance at USD required trainings or required attendance at administrative meetings.

No Harm

In no event shall any unit member suffer any loss of compensation as a result of the implementation of the wage scale and/or annual increases described in this Article. All bargaining unit employees, including those whose current compensation is above the rates established in the new base wage scale, shall receive the annual increases described above.

ARTICLE 10 **WORKLOAD**

Workload Information

The decision to offer classes is solely at the discretion of the University. Student credit hours, contact, and instructional faculty loads for each course will be determined by the College's undergraduate curriculum committee (UCC). All course proposals and other materials are available on the committee's website organized by meeting date. Each department appoints a UCC representative, which may be a unit member. All contact hour information for individual courses is included in the undergraduate course catalog, which is updated each year and published in June. All catalogs are publicly available.

FTE Determination

The percentage of Full-time Equivalent (FTE) derived from teaching shall be calculated proportionately, with 24 instructional units per academic year constituting a full-time equivalent workload (100% FTE), on average teaching 12 units per semester, and five office hours per week during the academic semester. Administrative or service duties beyond student mentorship within the scope of the regular teaching load and voluntary involvement in department meetings and programs would reduce the teaching load commensurate with the administrative or service duties, as negotiated between unit members and the relevant supervisor and must be approved by the Dean. For an administrative assignment, one unit is equivalent to 45 hours of work over the course of a semester.

Unit members who teach in those departments that require students to take a course in Undergraduate Research (e.g., Biology; Chemistry & Biochemistry; Environmental and Ocean Sciences; Physics and Biophysics; Neuroscience, Cognition and Behavior; Psychology) shall be permitted to advise research students, and shall be compensated through an instructional model that incorporates this teaching into their overall workload. A part-time unit member's workload shall be calculated as a proportion of FTE.

Instructional Workload

The College calculates instructional workload based on instructional methods. For classes taught in lecture format, one contact hour per week equals one faculty workload credit. For classes taught in studio or lab format, one contact hour per week equals 2/3 unit of faculty workload credit. This calculation is rounded to the nearest 0.5 unit.

If a unit member is unable to resolve faculty instructional workload concerns for a specific course following College processes, the Union reserves the right to contest the number of instructional faculty workload units assigned to a specific course. If and when the Union contests the number of faculty instructional units assigned to a specific course, the Associate Dean for Faculty, or the Associate Dean's designee, shall meet and confer with the Union. If there is still disagreement about the workload, the Union can submit an appeal with a recommendation to the UCC regarding instructional units for consideration, and the decision of the UCC shall be final on both parties.

Hourly-Based Workload

Non-teaching workload for non-exempt unit members, such as mandatory training, shall be compensated at the unit member's hourly pay rate.

ARTICLE 11 **HIRING PREFERENCE AND MAINTENANCE OF WORKLOAD**

Section 1. Establishment of Qualifications

Unit members shall submit a Curriculum Vitae (CV) to the College outlining educational preparation and experience in higher education teaching or relevant professional work. Unit members may share their CV and a letter of interest with the chair of any department that offers courses and other assignments they believe they are qualified to teach. The course catalog is publicly available and can be reviewed by unit members interested in learning about what courses are offered in the College. Instructor assignments are listed on the semester course schedule available via the employee portal. Department specific non-teaching administrative assignments may be described in department-specific handbooks.

The chair shall determine whether the unit member is qualified to teach each such course or assignment, which decision shall be grievable, but not arbitrable. Each department shall maintain a document which reflects the courses or other assignments offered in that department and will maintain a list of the unit members who are qualified to teach such courses or perform such other assignments; and unit members shall be able to review what classes or other assignments they are listed as qualified for upon request.

Section 2. Appointments

Appointments of unit members covered by this Agreement are finalized by the Vice President and Provost or designee. The listing of a course assignment in the schedule of classes does not constitute a contract to teach that particular course.

The University shall formally notify the unit members of their assignments in writing no later than July 1 for the Fall semester and December 1 for the Spring semester. Nothing in this article shall preclude unit members from being offered additional assignments after July 1 for the Fall semester or after December 1 for the Spring semester based on enrollment demands. Once such assignments are made, the University shall not decrease a unit member's final workload without paying the "cancellation fee."

A unit member who is provided notice of assignments for the upcoming semester shall notify the University of the acceptance of the assignment(s) within two (2) weeks of receiving notice of assignment. If the notice of assignment is delivered during a period where the unit member is unavailable or unreachable, and the unit member has provided notice to the Department Chair in advance of this specified period of time, the unit member shall provide notice of acceptance of the assignment within one week of the specified date on which the unit member will again be available.

Section 3. Seniority

For the purposes of this Article, a unit member's seniority date shall be defined as the unit member's first date of hire to perform bargaining unit work. As further explained below, employees may have different seniority dates in different Departments or disciplines.

Section 4. Assignment Preference

When a department begins scheduling courses and assignments for a subsequent semester, unit members shall be given the opportunity to provide input on what courses they would like to teach and share their availability to do so as to days of the week and times of the day. Departments shall make a good faith effort to honor unit members' preferences, in order of seniority in the relevant department or discipline. Departments may discuss with faculty members tentative assignments as soon as courses for the Fall or Spring are decided upon. When a schedule is posted for student enrollment, the University shall identify which courses a unit member is scheduled to teach, although this shall not constitute a formal contract.

Section 5. Scheduling

The University will use the following procedure when creating the course schedule for students:

Unit members will be offered positions for subsequent academic terms when qualified and available for open assignments and/or courses, in order of seniority in the relevant department or discipline.

When student demand or other unforeseen circumstance creates unstaffed courses and tenured or tenure-track faculty are unable to staff those courses, unit members shall be offered those courses or assignments, based on their qualifications, availability, and seniority. Additional sections or courses needed to meet student demand shall first be offered to part-time unit members if the additional course assignment does not change the benefit status of the unit member or if approved by the Dean's office. The criteria used by the Dean's office to determine whether such a unit member will be offered the additional sections or courses include:

- (a) anticipated duration of additional assignment
- (b) teaching loads of tenured/tenure-track faculty in the department
- (c) resources available in the instructional unit allocation

If no part-time unit member is available, the additional course shall be offered to full-time unit members. If additional sections are assigned to a full-time unit member, this may result in an overload for a full-time unit member which shall not extend beyond a single academic semester.

If no current unit members are available to teach an additional course the University will notify SEIU through the procedure in Article 12.

Section 6. Future Assignments

A unit member who, within the past two academic years, successfully completes an assignment within the bargaining unit will be considered for future assignments in order of seniority within the relevant department or discipline.

An employee who has not held an active assignment within the past two academic years may apply for an open position and, if rehired, their seniority within the department shall be established based on the date of rehire. Unit members who apply for positions will be required to follow University's hiring procedures. Such employees shall, however, retain their past title and position on the salary schedule.

Section 7. Duration of at-will employment period

For unit members who are initially hired as benefits-based teaching professors or who subsequently become benefits-based teaching professors, the length of the at-will employment period is four semesters from the date of hire. For benefits-based teaching professors, the initial appointment is one year. After the successful completion of the first year, the contract may be extended for at least one more year. At the end of either the first or second such contract year, the University may terminate the teaching professor without cause.

For renewals following the successful completion of the second year, the contract shall be renewed for at least a two-year periods subject to sufficient course availability.

For unit members initially hired as non-benefits-based unit members, the length of the at-will period is the first eight semesters from the date of hire. At the end of any of these eight semesters, the University may terminate the lecturer without cause.

Section 8. Course Cancellations

If a unit member's assigned course is cancelled due to insufficient enrollment in the unit member's or a tenured or tenure-track faculty member's class after the formal notice dates above, the Department Chair or Program Director shall notify the unit member as soon as practicable. In such cases, the unit member may be offered an available alternative course to teach in the College or be offered an available administrative assignment that the unit member is qualified to perform and that has not been assigned to another unit member. In some cases, faculty members assigned to a course may shift or be reassigned to accommodate contractual obligations.

If no other assignment can be made and the unit member does not have an assignment that is equivalent to the contract provided by the formal notice dates above, the unit member shall be paid a cancellation fee of 10% of the salary the University would have paid for the unit member to teach the course.

Section 9. Reassignment of Late Assignment of Courses

If within 30 days of the start of a semester, the University assigns a unit member a course for which the unit member was not previously scheduled, or reassigns the unit member from one course to another course, the University shall increase the unit member's base compensation for the course by 10%. This increase shall not be applicable if the University assigns the unit member a new section of a course the employee was already scheduled to teach for the semester at issue.

Section 10. Right of Refusal

Unit members shall always retain the right to refuse any offer, in whole or in part. The University shall not discriminate against any unit member who exercises this right.

Section 11. Limitation on New Hires

A new unit member may be hired when scheduling, teacher availability, teacher qualifications, curricula, or instructional budget (but excluding consideration of a unit member's per unit pay rate) limit the ability to increase the workload of a part-time unit member. Before hiring a new employee, the University shall offer the new opportunity to unit members currently teaching or having taught at least two (2) courses in the past two academic years who are qualified and available, in seniority order.

The limitation on new hires excludes spousal/partner hires that are part of new tenure-track/tenured faculty appointment.

Section 12. Inability to Maintain Workloads in Accordance with this Article

The University may choose to not renew or may choose to modify a unit member's contract under the following circumstances:

- a) A reduction in the number of courses or sections offered in a semester or academic year.
- b) A reduction in student enrollment/demand in a semester or academic year.
- c) Elimination or downsizing of a department or program.
- d) A tenured/tenure track faculty member's teaching load is modified (e.g., returns to teaching from an administrative assignment, returns from sabbatical, returns from a leave of absence, grant funding ends, etc.)
- e) Addition of tenure-track positions within the department or program.
- f) Poor performance by the unit member, as evidenced by student evaluations, classroom observation(s) completed through the instructional evaluation process, or other provisions that are covered by the "Discipline and Discharge" article. Student evaluations alone shall not be used as the exclusive basis to deny, reduce, or subsequently cancel an appointment.

If the University elects to modify or not to renew a unit member's contract, it will give notice to the unit member and the Union no later than June 15 for the fall semester and November 15 for the spring semester. If the reason for modification or nonrenewal is one or more of the reasons (a) to (e) above, the decision of the University shall be final and not subject to the grievance and arbitration provision of this agreement, provided the University follows the process below to notify the Union of the reasons for the decision.

If the reason for the modification or nonrenewal is poor performance, the unit member may appeal the decision to a faculty committee composed of six members, three of whom shall be unit members with the rank of Senior Teaching Professor or higher, selected by the Union, and the other three members appointed by the Dean or their designee. No faculty member may, in the same academic year, serve on both the Teaching Professor Rank Review Committee, and a committee hearing an appeal under this paragraph. When the reason for modification or nonrenewal is poor performance, during the period between the end of the contract being non-renewed or the date of modification and the decision of the Committee, the University shall be entitled to reassign to another unit member(s) the courses previously taught by the unit member

whose contract is to be modified or not renewed. If the Committee overturns the decision, the unit member shall be made whole, including but not limited to back pay and reinstatement.

If the University reduces a unit member's workload as compared to the prior semester or two semesters, the University shall take the following steps:

1. Before moving forward with any reductions in workload, as described in subsections (a) through (e), above, the University shall notify the Union about USD enrollment, or other reasons why workload must be reduced.
2. If enrollment demands, or other reasons, require the reduction of workload, the University shall discuss the reasons for reduction of workload at Labor-Management Committee meetings and respond to the Union's questions about such reductions at those meetings. If the University schedules fewer courses, non-renewals will impact members in reverse seniority order dependent on qualifications, in the relevant department or discipline, until the department reaches the necessary full-time equivalent (FTE) reduction.

ARTICLE 12

NOTIFICATION OF VACANT POSITIONS AND TEACHING ASSIGNMENTS

Notification of Opportunities

When a new employment opportunity (course, section, teaching assignment or other) becomes available, the University shall notify SEIU Local 721 and unit members within the department with the new opportunity via email that an opportunity exists. The University shall post the position on the University's "Jobs" website as well as notifying SEIU Local 721 of the new opportunity via email.

When a section of a class becomes available within 4 weeks before the start of a semester, the University will notify SEIU by email but the position will be posted on the "Jobs" website only where practicable.

Proposal of New Courses

Unit members shall have the right to propose new courses, programs, or seminars to the department(s) in which they teach or are qualified to teach. The department(s) will review and consider these proposals in accordance with written established department(s) and College of Arts and Sciences procedures for curricular review and approval. Scheduling of an approved course is at the sole discretion of department chair, based on curricular needs and with approval of the Dean's office.

Open Tenure-Track Positions

In the event that the University conducts a search to fill a tenure-track faculty position, a Unit Member who applies for the position by the posted deadline, and whose qualifications in teaching, scholarship, service and other criteria as outlined in the job description are commensurate with or exceed the required qualifications will be invited to the first-round interview. This provision shall not limit the University in the final selection and appointment of

candidates for tenure track positions and those decisions shall not be subject to the grievance/arbitration provisions of this agreement. Open tenure-track positions are listed on the University's "Jobs" website and the Employer shall notify Unit Members of the position via email.

ARTICLE 13 **FACULTY DEVELOPMENT**

Professional Development and Training Opportunities Fund

The Employer shall create a Professional Development and Training Opportunities Fund ("Fund") for unit members.

Unit members may utilize the Fund for the costs associated with professional development activities related to pedagogical development and/or research such as attending conferences, seminars, research projects, and unit member-led teacher training.

Funds shall be made available via University procurement and accounting procedures. Any unit member who earns an award will follow University policies through accounts payable.

The Fund shall be at least \$30,000 each academic year. If more unit members apply for funds than are available, unit members who have not received monies in the past from the Fund shall be granted priority. The maximum award for an individual unit member shall be \$1,800 per fiscal year. This fund does not "roll over" to the next fiscal year.

ARTICLE 14 **INSTRUCTIONAL EVALUATIONS**

Section 1. Purpose

The instructional evaluation process aims to foster professional growth, uphold high teaching standards, and provide constructive pedagogical feedback and support the professional development of unit members. Evaluations will be used to assess performance, identify strengths, and offer guidance for improvements. A primary purpose of instructional evaluations is to ensure that unit members are providing course content and assessments that align with course level and program level learning outcomes.

Section 2. Evaluation Frequency

When a new unit member is hired to teach in a department, it is expected that there is an instructional evaluation at least once during their first two semesters. Unit members shall be evaluated no more than once every three academic years, unless student feedback, peer observation of teaching, or written student evaluations indicate that student learning outcomes are not being achieved. The University shall conduct an evaluation when requested by a unit member, but no more frequently than once each academic year. It is the responsibility of the department chair of the unit member to ensure instructional evaluations meet the frequency standards of this agreement. Failure to evaluate shall not result in an unsatisfactory evaluation.

Section 3. Evaluation Components and Procedure

The evaluation process shall incorporate multiple components to ensure a thorough assessment of the unit member's performance. These components include:

- **Classroom Observation**

Absent mutual agreement to the contrary, there will be one peer evaluator for each evaluation cycle. The peer evaluator, selected by mutual agreement between the unit member and their Department chair, shall conduct classroom observations and provide feedback on teaching effectiveness. The peer evaluator shall be selected from Department faculty, both TT and full-time NTT. If mutual agreement on the peer evaluator cannot be reached, the unit member shall choose an evaluator from a list of at least three names provided by the department chair, which must include at least one unit member.

At least two weeks before the classroom observation, the evaluator shall coordinate with the unit member to schedule the observation. If the evaluator must reschedule the observation, the rescheduled observation shall occur on a date of the unit member's preference. Peer evaluations shall focus on syllabus design including student workload and expectations, teaching methods during the session, student engagement with course material, classroom management that ensures an inclusive learning experience, and curriculum delivery. At the conclusion of observation, the evaluator shall provide to the unit member written feedback for professional growth and submit this feedback to the department chair or program director.

- **Pre-Evaluation Meeting**

A pre-evaluation meeting between the unit member and the evaluator shall be held to review the evaluation process, expectations, and to schedule a classroom observation. In addition, the unit member will review the topic of instruction for the observation day, provide insights into the classroom dynamics, describe the instructional methods to be used for the class observed, and the learning outcomes of the session. Evaluators should review the syllabus and ensure that the learning outcomes align with core and/or department-level program learning outcomes.

- **Written Evaluation Report**

The evaluator shall prepare a written report summarizing the observations, which shall be shared with the unit member no less than three days before the post-evaluation meeting. The report shall include specific feedback on strengths and, if needed, areas for improvement.

- **Post-Evaluation Meeting**

Following the completion of the above evaluation components, a post-evaluation meeting shall be scheduled to discuss the results. The unit member shall have the opportunity to provide feedback, clarify information, and discuss potential areas for growth. The

evaluator may update the evaluation based on this discussion, and any changes shall be communicated to the unit member.

- **Response by Unit Member**

Unit members shall have the right to submit a written response to the final evaluation report. This response shall be attached to the report and included in the unit member's personnel file.

- **Student Feedback**

End-of-term student evaluations of teaching shall be collected and made available to the evaluator and department chair or program director in accordance with University policy to provide input on the unit member's teaching effectiveness. Student feedback shall be anonymous and shall be one component of the overall evaluation.

Section 4. Confidentiality

All evaluation materials, including written reports, student feedback, and peer evaluations, shall be shared with the department chair or program director. The department chair or program director will keep the written report as part of the unit member's personnel file, which otherwise shall be kept confidential. Instructional evaluations may be used to inform decisions regarding a unit member's contract renewals and for promotional purposes thereafter.

ARTICLE 15 **HEALTH AND SAFETY**

Safe Working Environment

The University and the Union are committed to providing a safe working environment for all bargaining unit Faculty. To that end, the parties agree that the University shall provide bargaining unit Faculty with safe working conditions and workplace protections that meet applicable Cal-OSHA standards and other applicable state or federal regulations governing workplace safety. The College will comply with all such state and federal law and regulations regarding health and safety.

Personal Protective Equipment (PPE)

The University shall provide all necessary personal protective equipment (PPE) to unit members at no cost to perform instructional duties. PPE provided shall meet or exceed industry safety standards and be appropriate for the specific risks associated with the unit member's work environment. The University shall ensure that unit members receive proper training on the use, care, and maintenance of PPE. Accommodations for specialized PPE, such as prescription safety glasses, may be requested through human resources. If approved, these specialized PPE items will be provided at no cost to the employee.

Ergonomics and Workspace Design

Unit members shall have access to ergonomic assessments upon request through the environmental, health and safety office. The University will provide an adjustment if recommended by the environmental, health and safety office.

Vaccinations and Clinics

The University shall make available to unit members access to vaccination clinics that are available to other employees.

Physical Health Resources

The University shall make the USD campus fitness center available to unit members having an active employee ID card. Unit members with an active employee ID card have access to group fitness classes through “Group Ex” with modest membership fees in a manner consistent with all employees. Unit members will be notified of these benefits on the USD benefits webpage and through email newsletters sent by Human Resources.

Emergency Preparedness and Response

The University shall maintain established emergency procedures for a variety of situations, including but not limited to fires, natural disasters, active shooter events, and pandemics, which is available on the Public Safety website (<https://www.sandiego.edu/safety/emergency/>).

Infectious Disease Protocols

In the event of an infectious disease outbreak, the University shall implement and follow protocols to protect the health of unit members that align with city, county, state, and/or federal public health guidelines.

Incident Reporting

The University's policy is to maintain a work environment that is free of physical and health hazards to the greatest extent possible. This is accomplished by a proactive effort to identify and evaluate environmental health and safety risks and initiate appropriate steps to remove or reduce them. The department of Environmental Health & Safety encourages employees to report any environmental health and safety concerns or incidences on campus to ehs@sandiego.edu. The University shall ensure that no unit member faces retaliation for reporting safety concerns.

Bargaining Obligations

The parties may discuss the workplace effects of health and safety concerns at the Labor-Management Committee established in Article 31.

ARTICLE 16 **HEALTHCARE**

Healthcare insurance is provided by the University. Details about the enrollment process and the scope of coverage for all employees are available through Human Resources and via the employee “my.sandiego.edu” portal. Health care benefits available to unit members are equivalent to all benefits-eligible university employees. Terms of health benefits coverage can

vary over time. A University-wide change to health coverage or terms of coverage may occur without any obligation on the part of the University to bargain about the decision.

ARTICLE 17

RETIREMENT BENEFITS

Eligibility and Enrollment

All unit members shall be eligible to participate in the Employer-sponsored 403(b) retirement plan in accordance with the rules governing the University's Defined Contribution retirement plan. Pursuant to the rules in effect at the time of the ratification of this Agreement, unit members shall be permitted to make elective deferrals to their retirement plans in accordance with the University's summary plan description upon hire. Unit members may elect to contribute to either a traditional pre-tax account, a Roth account, or a combination of both, subject to the contribution limits established by the Internal Revenue Service (IRS). Enrollment in these retirement plans shall be open to all unit members without any waiting period.

Employer Matching Contributions

The University shall make nonelective contributions to eligible unit members' retirement plans in accordance with Plan provisions.

Compliance with Laws

The retirement plans provided under this Article shall be maintained and administered in accordance with all applicable federal and state laws and regulations, including but not limited to the Employee Retirement Income Security Act (ERISA), Internal Revenue Code, and the Department of Labor regulations.

Plan Documentation

The Employer shall provide each unit member with a summary plan description (SPD) for the 403(b) plan, outlining the key features, options, and rules governing the plans. The SPD shall be provided to unit members upon eligibility to enroll and shall be updated periodically to reflect any changes to the plans. Unit members shall also have access to detailed plan documents upon request.

ARTICLE 18

UNEMPLOYMENT BENEFITS

The University will respond to unemployment insurance claims filed by bargaining unit members, as permitted or required by the California Unemployment Insurance Code and regulations adopted by the Employment Development Department ("EDD"). The University may elect not to respond if the information in the document received from the EDD is accurate and requires no response.

The Employer shall not retaliate against Unit Members who exercise their right to seek unemployment benefits.

ARTICLE 19
TUITION REMISSION AND EXCHANGE

Unit members eligible for Tuition Remission under Policy 3.11.2 shall continue to be eligible pursuant to that policy, and unit members eligible for tuition exchange shall continue to be eligible.

Policy 3.11.2 is attached as Appendix E.

ARTICLE 20
UNDERGRADUATE RESEARCH ADVISING

Qualified unit members who teach in those departments that require students to take a course or participate in Undergraduate Research are eligible to teach that course or supervise students and have it included as part of their workload.

ARTICLE 21
RESEARCH, STUDIO, GALLERY, AND PERFORMANCE SPACE

If a unit member's responsibilities and/or teaching assignment require the supervision and/or mentoring of students in research or creative work, and/or the unit member receives an external grant to fund research or creative work, the unit member will be provided with shared laboratory or studio space in alignment with curricular and/or programmatic goals.

Any use of laboratory or studio space (including shared spaces) outside the scope of teaching will be allocated on a case-by-case basis with approval from the relevant department chair and the dean's office. Unit members may request to utilize shared gallery or performance spaces for display or performance of NTT faculty creative works through the relevant department chair.

ARTICLE 22
OFFICE SPACE AND EQUIPMENT

Section 1. Office Space Assignment

The University shall provide each unit member with an office space, whether private or shared, that supports their professional responsibilities. When possible, faculty offices within the same department should be located in close proximity to one another. Each unit member shall be provided with:

- A designated desk to meet the unit member's work requirements. Unit members who teach two or fewer courses in the semester may be assigned a shared desk. When shared desks are assigned to different unit members, the department chair will make a good faith effort to minimize overlapping schedules.
- A chair that is adjustable to be ergonomically compatible with the unit members' need.
- If requested, a bookcase.
- If requested, a lockable file cabinet.

- Access to a computer with internet access, university provided email service, and equipped with the minimum software provided by Information Technology Services (ITS). Additional essential software should be requested through the department and Information Technology Services. The computer shall have network connectivity to department resources, including multi-service printers. Unit members are required to follow USD Information Technology Services policies and Policy 2.5.1 “Policy on Responsible Use of University Computing Resources.” If the University has a specific reason to review or investigate a unit member’s communications or computer usage, it will follow policy 2.5.1.
- Unit members who share a desk may also share a computer with individualized log-ins.
- The office shall have WiFi for laptop and smartphone accessibility.

Section 2. Maintenance and Accessibility

The University shall maintain all office spaces and equipment in good working condition. Requests for repairs or replacements shall be initiated through the department administrative staff using the University’s “work request” process facilitated by Facilities Management. Unit members shall have access to their assigned office space as needed to perform their duties, including but not limited to office hours, class preparation, and student meetings.

If a unit member needs a classroom, office, or lab opened, Public Safety shall respond to such requests in a manner consistent with Public Safety protocols.

Section 3. Consistency of Office Spaces

The University shall make a good faith effort to minimize changing unit members’ offices.

Section 4. Compliance and Review

The University shall conduct an annual review of office space assignments and equipment to ensure compliance with this article. The Union shall have the right to assess the adequacy of office spaces and equipment and may request a meeting with the University to address any concerns.

ARTICLE 23
NON-DISCRIMINATION

The University reconfirms its commitment to equal opportunity and an environment free of discrimination, sexual and other discriminatory harassment, or retaliation as recognized under applicable law and/or as stated in University policies, as each may be amended from time to time. The Parties incorporate the University’s non-discrimination policy, attached hereto as Appendix B.

There shall be no discrimination or harassment by the University against any unit member, on the basis of race, color, creed, gender identity and expression, religion, marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition, sex, genetic information, sexual orientation, immigration status, language use, military or veteran status, and any other consideration made unlawful by federal, state or local laws or because of membership in the Union or activities on behalf of the Union. Protected categories in

place as of the effective date of this Agreement shall remain in effect for the duration of this Agreement and until negotiated otherwise, regardless of changes to the law or to the University's policy.

In a meeting where management is investigating a complaint made by a unit member over harassment based on a category listed in this Article, the unit member making the complaint may bring a Union Representative or other unit member to the meeting. In that event the unit member making the complaint shall describe the complaint and the facts and events giving rise to the complaint. The Union Representative or other unit member attending the meeting shall not be a person who is a witness to any event relevant to the complaint, or who is involved in any of the facts or events on which the complaint is based. The Union representative or unit member attending the meeting shall not in the meeting interfere with the discussion, nor act as an advocate.

A unit member or the Union may file a grievance for violations of this section as described in the Grievance and Arbitration Article of this Agreement; provided however that no such grievance may be taken to arbitration under this Agreement and no arbitrator shall have the authority to decide such a grievance. This in no way limits a unit member's right to forego filing a grievance and instead directly file a suit, charge, or claim in the appropriate venue for their allegations.

ARTICLE 24 **ACADEMIC FREEDOM**

Subject to the terms of this Agreement, Unit Members shall enjoy the same academic freedom as do all faculty members at the University, as provided in the University's Policy on Academic Freedom which is incorporated by this reference. Such academic freedom shall include the American Association of University Professors (AAUP) statements on the principles of academic freedom, including all comments, amendments, and interpretations of the AAUP's 1940 Statement of Principles on Academic Freedom and Tenure.

The University shall disclose any complaints to faculty regarding their course content, classroom management, classroom behavior and/or utterances, behavior/actions toward students, other faculty and/or staff and academic production including the position of the complainant (student, fellow faculty, parent, or individual unaffiliated with the university) if deemed meritorious by the University representative receiving the complaint. If a complaint is deemed not meritorious, the University shall not use it against the unit member for any reason whatsoever in the future.

Any alleged violation of academic freedom shall be subject to the grievance and arbitration procedures outlined in this Agreement. In any arbitration concerning a violation of this provision the party asserting the violation shall have the burden to prove the violation.

ARTICLE 25 **INTELLECTUAL PROPERTY**

Unit members shall enjoy the same intellectual property rights as do all faculty members at the University, as provided in the University's Policy Manual attached hereto as Appendix C.

ARTICLE 26
NO ECONOMIC ACTIVITY OR DISPARAGEMENT

Section 1.

The Union agrees that, during the life of this Agreement and any extension, it and its agents will not call, instigate, initiate, engage, or participate in, encourage, approve, or endorse, nor will It permit any employee to call, instigate, initiate, engage, or participate in, encourage, approve, or endorse, any strike, sympathy strike, sit-down, slowdown, sickout, picketing directed at the University or occurring on the University's premises, or any other interference with or stoppage of work by employees.

The Union further agrees that it and its agents will not call, instigate, initiate, engage, or participate in, encourage, approve, or endorse, nor will it permit any employee to call, instigate, initiate, engage, or participate in, encourage, approve, or endorse employees withholding of or delaying submission of grades, academic evaluations, or other required documents as a form of concerted activity (as defined under the National Labor Relations Act).

For purposes of this provision, and the related side-letter, the "Union" and its "agents" shall mean any union representative or unit member who acts or purports to act on behalf of or as a spokesperson for the Union, Local 721 or the bargaining unit, or any portion of the unit; but those terms shall not include any individual unit member speaking on the member's own behalf. The "University" shall mean only a University officer or employee acting or purporting to act on behalf of or as a spokesperson for the University, but shall not include an individual University employee or faculty member speaking on that person's own behalf.

Section 2.

Any employees engaging in any conduct prohibited by this Article shall be subject to immediate disciplinary action, including discharge. Further, in the event that any employee violates the provisions of this Article, the Union shall immediately use every means at its disposal to persuade the employee(s) who participate or engage in any such action to cease such action and recommence her/his/their full duty work.

Section 3.

This Article shall not infringe upon or limit a represented employee's academic freedom, as set forth in the 1940 Statement of Principles on Academic Freedom and Tenure, and in the University's written policy on Academic Freedom.

Section 4.

The University shall not, during the term of this Agreement, lock out any of the employees covered by this Agreement.

Section 5.

Upon execution and ratification of this Agreement, the Union shall request the National Labor Relations Board to withdraw or dismiss all then-pending unfair labor practice charges and shall file no such charges concerning the events that preceded the ratification of this Agreement.

ARTICLE 27

OUTSIDE EMPLOYMENT

The University recognizes the right of unit members to seek and engage in employment outside of their duties covered by this Agreement. Faculty will not be precluded from outside employment as long as they fulfill their duties to the University as outlined in this Agreement and by their contract.

The unit member must disclose a conflict of interest, as defined by policy 2.2.6 (attached here as Appendix D), in advance of becoming involved in any situation that may create or may have the appearance of creating a conflict of interest or immediately upon discovery of current or recent involvement in a situation. The unit member is expected to recognize situations that would lead to a potential conflict of interest that could arise from the unit member's outside employment and their obligations to the University.

Employees are expected to cooperate in the review and management of all conflicts of interest. Consistent with policy 2.2.6, reviewing a conflict of interest, a situation will be determined to be:

- Permitted as is, because the disclosed information does not represent a conflict of interest; or
- Prohibited due to the nature of the conflict of interest and/or the inability to appropriately manage the conflict of interest; or
- Permitted, contingent upon the implementation of one or more recommendations to manage the conflict of interest.

Recommendations to manage a conflict of interest may include, among other things:

- Appropriate disclosure of the conflict of interest to the parties involved in the transaction.
- Recusal from participating in certain negotiations, recommendations, decisions or transactions.
- Recusal from managing or supervising particular employees or from other aspects of the employee's employment relationship with the university.
- Recusal from managing, overseeing, or other involvement in specified business relationships or transactions.
- Severance of an outside relationship that poses a conflict of interest.
- Appropriate monitoring and oversight by university management.

The College of Arts & Sciences Dean (or designee) should document the review and management of the conflict. Where a situation that involves a conflict of interest is permitted contingent upon the implementation of one or more recommendations to manage the conflict, the dean (or designee) is responsible for monitoring the situation as necessary to ensure adequate management of the conflict.

Prior to imposing discipline on a unit member for violation of policy 2.2.6, the University shall (1) notify the member in writing of the nature of the violation and proposed discipline, and (2) afford the unit member, individually or through the Union, with an opportunity of at least ten business days to respond in writing to the violation and proposed discipline. The Dean of the College of Arts and Sciences (or designee) shall, in determining discipline, consider the unit member's response and alternatives consistent with the policy, the above recommendations, and other circumstances, and shall provide a written statement of the discipline and the reasons therefor.

ARTICLE 28

GRIEVANCE PROCEDURE

Section 1. Definitions

Under this Agreement, a "grievance" is defined as a claim by the Union or dispute, whether initiated by the Union or the University, involving the interpretation, application, or alleged violation of this Agreement. Whenever used in this Article, the word "day" shall mean any day during the year other than Saturdays, Sundays, and days designated as holidays or breaks between the Fall and Spring Semesters by the College.

Section 2. Procedure

The parties agree to the following steps to resolve grievances:

Informal Discussion: A represented employee with a grievance may first make an effort to resolve the matter informally with the representative of the College most immediately responsible for the alleged infraction, the Department Chair, and/or Human Resources.

Step 1: Within twenty days from the occurrence or discovery of the issue being grieved, the Union or aggrieved unit member shall deliver a written grievance to the Associate Dean for Faculty. The Associate Dean for Faculty or their designee shall initiate a meeting with the grievant and Union representative, to be scheduled at a time mutually agreed upon. In no case shall the meeting take place later than ten days following the receipt of the grievance by the Associate Dean for Faculty. If such meeting does not occur within this timeframe, the grievance will be deemed to have been denied.

Within ten days of the Step 1 meeting, the College shall send a written response to the grievance to the Union representative or aggrieved unit member, whichever has filed the grievance.

If the grievance is filed by the University, it shall be delivered to the SEIU Local 721 worksite organizer assigned to the University within twenty days from the occurrence or discovery of the issue being grieved. The Union shall send a written response to the University within twenty days.

Step 2: If the grievance is not resolved at Step 1, within ten days of the Step 1 response or within ten days of the deadline of the Step 1 response if no response was received, the Union or aggrieved unit member may appeal the grievance to the College Dean. The Dean or their designee shall initiate a meeting with the grievant and Union representative, to be scheduled at a

time mutually agreed upon. In no case shall the meeting take place later than ten days following the Step 2 submission, absent mutual agreement.

Within ten days of the Step 2 meeting, the College shall send a written response to the grievance to the Union or aggrieved unit member.

If the grievance is filed by the University, it shall be delivered to the SEIU Local 721 worksite organizer assigned to the University within twenty days from the occurrence or discovery of the issue being grieved. The Union shall send a written response to the University within twenty days.

Arbitration: A grievance not resolved at Step 2 may be appealed to arbitration by the Union or the University, as the case may be, by giving written notice to the College's General Counsel, or to the Union's worksite organizer, within twenty days of the Step 2 response. If the parties are unable to agree to an arbitrator, the parties will request a list of seven arbitrators from the Federal Mediation and Conciliation Service or the American Arbitration Association. Within twenty days of receipt of the list from the AAA or FMCS, the parties shall determine which arbitrator to choose by alternately striking names. The party who did not initiate the grievance shall strike first.

The arbitrator shall be requested to render a decision within thirty days following the hearing or the submission of briefs, whichever occurs later, unless the parties agree in writing to grant the arbitrator an extension. The fees and expenses of the arbitrator shall be shared equally by the Union and the College, and the cost of any hearing transcript shall be borne by the parties requesting such transcript. Each party shall bear its own expenses of representation and witnesses. The decision of the arbitrator shall be final and binding on the parties.

Written Presentation: All grievances presented at Steps 1 and 2 must be in writing, signed by the Union, aggrieved unit member, or the University as the case may be, and shall set forth the specific provision(s) of the Agreement alleged to have been violated and the specific relief sought by the aggrieved employee or party. Otherwise, the grievance will be deemed to have been waived.

Section 3. Union Grievances

In the event an individual represented employee and the College settle a dispute without a written agreement of the Union, that settlement will not create a precedent for either party in the interpretation or application of this Agreement. Other settlements of grievances, regardless of the party who initiated the grievance, may be designated nonprecedential by mutual agreement.

Section 4. Scope

The arbitrator shall have no authority to amend, modify, change, add to or subtract from any of the terms and conditions of this Agreement; or to render a decision on any grievance occurring before the effective date or after the termination of this Agreement.

Section 5. Representation

An employee may be represented in grievance investigation, hearings, and communications with the College by a Union representative.

Section 6. No Loss

If a represented employee must miss a class because s/he is required to attend an arbitration due to subpoena or arbitrator order, there will be no loss of compensation from the College as a result of that attendance; however, the represented employee must schedule a make-up class, arrange for a substitute to teach the class, or provide alternative assignment.

Section 7. Time limits

All time limits herein may be extended only by mutual agreement of the College and the Union representative, expressed in writing. If the Union or the grievant fails to comply with the time limits set forth in this Article, the grievance will be deemed to have been waived. If the College fails to comply with any time limits set forth in this Article, the grievance will automatically proceed to the next step, except arbitration, which must be requested by the Union in writing. The parties may proceed initially at Step 2 by mutual agreement in writing.

Section 8. Title IX Disputes Not Subject to This Article

Any action taken by the University pursuant to its policy enforcing the provisions of Title IX of the Education Amendments of 1972, shall not be subject to the provisions of this Article or the Article in this Agreement on discipline. Unit members shall be permitted to be represented throughout the University's Title IX process, including by a Union representative.

ARTICLE 29

DISCIPLINE AND DISCHARGE

This provision applies to discipline imposed on a unit member during the term of a contract. If a contract is not being renewed because of the sorts of offenses outlined below, the unit member and Union shall have the right to grieve the non-renewal.

Section. 1. Offenses involving Academic (Dishonesty) Integrity

Any discipline imposed for an offense involving academic integrity (e.g. plagiarism, false representations of academic credentials, falsifying data) shall be resolved by processes outlined in the University's "Policy Prohibiting Illegal, Dishonest or Fraudulent Conduct", policy 2.2.5. The decision of the applicable Vice President, after following outlined procedures in policy 2.2.5, shall be final.

Section 2. Title IX Offenses

Allegations of violations of Title IX by a unit member shall be resolved by the University's Director of Title IX and EEO, in accordance with the University's Title IX policies outlined here: <https://www.sandiego.edu/titleix/policies.php>. That decision shall not be subject to the grievance provision of this Agreement.

Section 3. Offenses Related to Teaching

Offenses related to the unit member's performance as a teacher, and/or to violations of the unit member's contract and/or insufficient completion of an administrative assignment shall be resolved by the process outlined in this section. Examples are failing to appear for or conduct class without following department standards; failing to adhere to core, program and/or disciplinary learning outcomes for course content; failing to timely administer examinations or other assessments pursuant to the unit member's syllabus; failure to timely grade examinations or other assessments; failure to submit grades by the University Registrar's deadline.

For the first such offense, the unit member will receive a written warning from their supervisor. The warning shall identify the offense or noncompliance. The unit member may respond in writing, either personally or through the union within five business days of the warning; but the unit member will immediately take necessary action to correct any offense or non-compliance. If the offense is not corrected timely (normally five business days) the unit member may be given a final warning in writing.

A member who does not timely cure a final warning for a first offense may be suspended without pay or the University may give notice of the termination of the unit member's contract.

For a second or subsequent offense during the same contract term, the unit member will receive a final warning, with the final warning identifying the violation or noncompliance. The unit member may respond in writing, either personally or through the union; but the unit member will immediately take necessary action to correct any offense or non-compliance. If the offense is not corrected timely (normally five business days) the University may terminate the unit member's contract or impose lesser discipline if the University concludes the unit member is making a good faith effort to resolve or correct the noncompliance.

Discipline imposed pursuant to this section 3 shall be subject to the grievance provision of this agreement.

Section 4. Serious Offenses Involving Unacceptable Conduct

There shall be no tolerance for Illegal, Dishonest or Fraudulent Conduct as outlined in policy 2.2.5. In the event of any such offense by a unit member, the University may elect to impose discipline as outlined in policy 2.2.5. Termination of a unit member's contract for a first such offense may be appropriate. The University's decision shall be subject to the grievance provision of the agreement. If the arbitrator concludes that the grievant committed the misconduct alleged, the disciplinary decision will be upheld. Policy 2.2.5 is attached as Appendix A.

When discipline is carried out under this Section 4, the University shall provide the Union with a copy of all the materials the University relied upon in its decision within three (3) business days of the discipline.

Section 5.

Discipline for purposes of this Article shall not include instructional evaluations. Peer and student instructional evaluations may be used as evidence during an investigation related to section 3.

Section 6.

A unit member may request that Union representative(s), including another unit member, be present at any investigatory meeting and/or at a meeting where discipline is to be administered, and the University shall not deny such request.

Section 7.

The University shall notify the Union of a suspension or dismissal within three (3) business days of the suspension or dismissal.

Section 8.

The unit member or the Union may grieve any discipline imposed pursuant to sections 3 and 4 above, pursuant to this Agreement's grievance and arbitration procedure.

ARTICLE 30
DEPARTMENTAL MEETINGS

Department meetings shall be open to all unit members provided (1) the University retains all rights, without any waiver, as described in the University's proposal on Management Rights; (2) Departmental meetings shall not involve bargaining concerning any subject of collective bargaining; and (3) unit members may be excluded from portions of departmental meetings involving tenure and tenure track promotion discussions and personnel or performance issues involving unit members. Department meetings involving unit members may include discussions of scheduling, course selection, course assignments, or other topics involving the working conditions of members, but such discussions shall not alter or amend any provision of this agreement. Departments shall inform unit members of the time and place of their departmental meetings. The University recognizes SEIU as the exclusive bargaining agent of the NTT faculty in the College.

ARTICLE 31
LABOR MANAGEMENT COMMITTEE

Section 1.

The University and the Union are committed to establishing and maintaining a collaborative relationship that fosters effective communication. To that end, the Parties agree to form a Labor-Management Collaboration Committee (the "Committee").

Section 2.

The Committee shall consist of no more than four representatives designated by the Union and no more than four representatives designated by the University. Subject matter experts may be invited by the parties for specific topics.

Section 3.

The Committee shall meet monthly during the Fall and Spring semesters, unless the parties mutually agree to cancel the meeting and shall serve as a forum for discussion of all on-going issues related to the employment of represented faculty. The Committee shall not have authority to amend or alter any term of this Agreement. More frequent meetings can occur by mutual agreement. The Union shall prepare an agenda for the meeting and submit it to the University at

least three business days prior to the meeting date. In the event that the agenda is not received by the University in that timeframe, the meeting will be canceled, unless the University has an agenda item that it would like to discuss. The Committee meetings will be scheduled when both Parties are available.

ARTICLE 32
SAVINGS CLAUSE

In the event that a court of final jurisdiction holds that a provision of this Agreement is unenforceable, such term or provision shall continue in effect only to the extent permitted by such law, and the remaining provisions shall remain in full force and effect. Upon the request of either party, the parties shall meet and confer in good faith to discuss the consequences of the judicial action regarding the affected provision and to seek agreement on an allowable substitute provision.

ARTICLE 33
NOTICES

The Union shall send notices to the University:

(1) By mail, to the following address:

**Attn: General Counsel
Office of General Counsel
5998 Alcalá Park
HC 320
San Diego, CA 92110**

and

(2) By email, to the following email address:

generalcounsel@sandiego.edu

The University shall send notices to the Union:

(1) By mail, to the following address:

**Attn: Member Connection
1545 Wilshire Blvd
Los Angeles, CA 90017**

and

(2) By email, to the following email address:

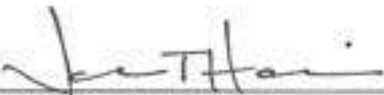
notices@seiu721.org

EXECUTED ON: _____

EXECUTED ON: _____

UNIVERSITY OF SAN DIEGO

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 721

By 
Dr. James T. Harris
Its President

By 
David Green
Its President

By _____
Soroya Rowley

By _____
Antonio Iannotta

By _____
Eric Cathcart

By _____
Matt Parker

By _____
Scott Douglas

By _____
Sean Mossman

By _____
Callen Hyland

By _____
Karen Shelby

By _____
Ted Falk

By _____
Maria Myers

By _____
Sara Denk



2.2.5 Policy Prohibiting Illegal, Dishonest or Fraudulent Conduct

The University of San Diego is committed to upholding the highest standards of honest behavior, ethical conduct and fiduciary responsibility with respect to university funds, resources and property. The university also expects members of the university community to comply with all state and federal statutes, rules and regulations when conducting university business.

To that end, the university prohibits and does not tolerate illegal, dishonest or fraudulent conduct of any nature when the matter involves university-related activities or business. “Illegal, dishonest or fraudulent conduct” means, when the matter involves university-related activities or business:

- Forgery or alteration of university documents or records
- Unauthorized alteration, manipulation or transfer of computer files or records
- Fraudulent or dishonest financial reporting
- Bribery, unlawful rebates, or kickbacks
- Research or other academic fraud
- Unauthorized disclosure of confidential or proprietary information of the university
- Unauthorized disclosure of student educational records or private personnel or medical information
- Destruction of university property, records or other assets, if the person knew the destruction to be unauthorized or acted with reckless disregard as to whether the destruction was authorized
- Theft of university information, property, records or assets
- Misappropriation or misuse of university resources, including but not limited to funds, supplies or other property
- Authorizing, claiming or receiving payment of university funds for goods not received, for services not performed, or for non-university related matters
- Intentionally claiming or receiving reimbursement from the university for moneys not expended, or for moneys expended for non-university-related matters

Policy Prohibiting Illegal, Dishonest or Fraudulent Conduct

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- Authorizing or receiving compensation for hours not worked
- Violation of an applicable state or federal statute
- Violation or noncompliance with an applicable state or federal rule or regulation
- Creating or permitting unsafe working conditions or work practices at the university
- Other similar illegal, dishonest or fraudulent conduct

All members of the university community, including all those who do business with the university, are expected to uphold this policy. Violation of this policy will result in appropriate disciplinary action, up to and including dismissal from or other severance of the relationship with the university.

Complaint Procedure

The university encourages any person who believes that an incident of illegal, dishonest or fraudulent conduct has been committed to report the incident immediately. To assist in the investigation, the university requests that a complaint be made in writing with a detailed description of the facts giving rise to the complaint, the names of any individuals involved, including any witnesses, and copies of any documents that support or relate to the complaint. While the university requests the submission of a written complaint, an oral complaint may be sufficient to initiate the procedures set forth under this policy.

Complaints may be made to any of the following people: university auditor, any vice president, or the president. If for any reason the person making the complaint does not feel comfortable directly reporting the incident to any of the individuals identified above, the complaint may be reported through alternative channels. In the case of a complaint by a university employee, the complaint may be made to the employee's supervisor, manager, the Human Resources department or a dean. If the complaint involves the employee's supervisor, the employee is not required to report the complaint to the supervisor. In the case of a complaint by a student, the complaint may be made to a dean.

Any supervisor or manager who receives a complaint of illegal, dishonest or fraudulent conduct, or observes or is otherwise aware of an incident of illegal, dishonest or fraudulent conduct, is required to promptly inform University Audit or one of the vice presidents. Knowingly withholding any such information is considered a serious breach of responsibility and will result in disciplinary action, up to and including termination from employment.

Investigation and Corrective Action

The Office of University Audit is responsible for investigating a reported complaint of illegal, dishonest or fraudulent conduct. The president has the authority to assign responsibility to investigate a particular complaint to someone other than the Office of University Audit if it is appropriate to do so under the circumstances, or if the specific complaint is governed by another applicable university policy.

Policy Prohibiting Illegal, Dishonest or Fraudulent Conduct

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The investigation will be conducted in a thorough, prompt and professional manner. The individual who raised the complaint will have the opportunity to present information to the investigator before the investigation is concluded. Before the investigation is concluded, the individual who is accused will be given the opportunity to present information to the investigator and to respond to evidence that supports the complaint. The results of the investigation will be provided to the president; to the vice president who has authority over the individual accused of wrongdoing; and to other university officials who have a legitimate business reason to be apprised of the results of the investigation. Results of the investigation also may be provided to the Audit Subcommittee of the university's board of trustees.

The vice president who has authority over the individual accused of wrongdoing will be responsible for determining the corrective action (if any) imposed based upon the results of the investigation. If the individual accused of wrongdoing is a vice president, the president will be responsible for determining the corrective action (if any) based upon the results of the investigation. For employees, the corrective action may range from verbal warnings up to and including termination of employment. For students, the corrective action will be imposed in a manner consistent with the university's Student Code or other applicable rules, and can include dismissal from the university. For individuals who are not students or employees of the university, corrective action within the reasonable control of the university, and as appropriate under the circumstances, will be initiated.

In determining the corrective action (if any) taken, the vice president shall consider the totality of the circumstances, such as the nature of the offense and the employee's performance history.

If the individual whose actions are investigated under this policy is a faculty member subject to the university's rank and tenure policies, and termination of the faculty member is considered, the university's applicable rank and tenure policies will be followed. A copy of the investigation report will be provided to the dean of the faculty member's school or college.

The individual who raised the complaint will be advised of the results of the investigation. Similarly, the individual who is accused in the complaint will be advised of the results of the investigation.

Retaliation Prohibited

The university prohibits and does not tolerate retaliation against any individual who files a complaint of illegal, dishonest or fraudulent conduct; is involved as a witness or participant in the complaint or investigation process; or refuses to engage in illegal, dishonest or fraudulent conduct. Engaging in unlawful retaliation can result in disciplinary action, up to and including dismissal from the university. An individual who files a complaint that the individual knows or believes to be false is not protected by this provision against retaliation, and may be subject to disciplinary action up to and including dismissal from the university.

The university encourages any person who believes he or she has been subject to unlawful retaliation, or observes or is otherwise aware of an incident of unlawful

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retaliation in violation of this policy, to report the incident promptly pursuant to the complaint procedure identified above. The investigation and corrective action procedures set forth above will similarly apply in the case of a complaint of unlawful retaliation in violation of this policy. If retaliation is found to have occurred, the university will review the action taken toward the individual who was retaliated against.

(May 25, 2006)



2.2.2 Policy Prohibiting Discrimination and Harassment

The University of San Diego is committed to upholding standards that promote respect and human dignity in an environment that fosters academic excellence and professionalism. It is the policy of the university to maintain an educational and work environment free from all forms of unlawful discrimination and harassment.

To that end, the university prohibits and does not tolerate unlawful discrimination against or harassment of its employees, students or applicants for employment or admission on the basis of race, color, religion, national origin, shared ancestry, sex, sexual orientation, gender identity, gender expression, marital status, pregnancy, age, physical disability, mental disability, or other characteristic protected by federal or state law, unless a particular characteristic is a bona fide requirement of the position.

All members of the university community are expected to uphold this policy. Engaging in unlawful discrimination or harassment will result in appropriate disciplinary action, up to and including dismissal from the university.

Discrimination

Unlawful discrimination may occur when an individual is treated less favorably with respect to the terms and conditions of employment or education, or with respect to the individual's receipt of employment or educational benefits, because of their membership in a protected class. Accordingly, all employment-related decisions, including but not limited to decisions relating to recruitment, hiring, promotion, transfers, benefits and any other terms and conditions of employment, will be made without regard to the employee's or applicant's race, color, religion, national origin, shared ancestry, sex, sexual orientation, gender identity, gender expression, marital status, pregnancy, age, physical disability, mental disability, medical condition, covered veteran status, genetic information, or other characteristic protected by federal or state law. Similarly, all education-related programs and activities, including but not limited to admissions, financial aid, academic programs, research, housing, athletics, and other extracurricular activities, will be administered without regard to the student's or applicant's race, color, religion, national origin, shared ancestry, sex, sexual orientation, gender identity, gender expression, marital status, pregnancy, age, physical disability, mental disability, or other characteristic protected by federal or state law.

The university does not by this non-discrimination statement disclaim any right it might otherwise lawfully have to maintain its commitment to its Catholic identity or the teachings of the Catholic Church.

Harassment

Policy Prohibiting Discrimination and Harassment

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Harassment includes verbal, physical or visual conduct when the conduct creates an intimidating, offensive or hostile working or educational environment, or unreasonably interferes with job or academic performance. Verbal harassment may include but is not limited to epithets, derogatory comments or slurs based upon one of the individual's characteristics noted above. Physical harassment may include but is not limited to assault, impeding or blocking movement, or any physical interference with normal work or movement, when directed at an individual because of the individual's protected characteristic. Visual forms of harassment may include but are not limited to derogatory posters, cartoons or drawings based on an individual's protected characteristic.

In addition, prohibited sex discrimination covers sexual harassment, including sexual violence. Sexual harassment includes any request or demand for sexual favors that is implicitly or expressly a condition of employment, continued employment, receipt of an employment benefit, admission to the university, participation in educational programs or activities, or evaluation of academic performance. Examples of conduct that could give rise to sexual harassment, include but are not limited to: sexual advances or suggestions; unwelcome sexually-oriented remarks; dirty jokes; the display or distribution of offensive photographs, e-mails, posters or cartoons; any unwelcome, intentional touching of the intimate areas of another person's body; or physical sexual acts perpetrated against a person's will or where a person is unable to give consent.

Title IX and Related Regulatory Authority

Title IX of the Educational Amendments of 1972 prohibits discrimination on the basis of sex in education programs and activities operated by recipients of federal financial aid assistance. Sex includes sex, sex stereotypes, sex characteristics, gender identity, sexual orientation, and pregnancy or related conditions. Sex discrimination also includes sexual harassment, sexual assault, sexual exploitation, dating and domestic violence, stalking, quid pro quo harassment, hostile environment harassment, disparate treatment, and disparate impact. All forms of sex discrimination that are prohibited by Title IX are also prohibited by this policy.

The Violence Against Women Reauthorization Act of 2013 (also known as VAWA), including the Campus Sexual Violence Elimination Act (also known as Campus SAVE Act), requires colleges and universities to have procedures in place to respond to incidents of sexual assault, domestic violence, dating violence, and stalking.

In order to address its responsibilities under these laws, the university has implemented standards, reporting procedures, and response protocols that apply to incidents of sexual assault, domestic violence, dating violence, stalking, and sexual exploitation. For more information, please see the university's 2020 Title IX Sexual Harassment Grievance Process.

Complaint Procedure

This policy covers non-discrimination in both employment and access to educational opportunities. Therefore, any member of the USD community whose acts deny, deprive, unreasonably interfere with or limit the education or employment, residential and/or social

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access, benefits, and/or opportunities of any member of the USD community, guest, or visitor on the basis of that person's actual or perceived protected characteristic(s), is in violation of USD Policy 2.2.2.

In accordance with Title IX, USD will promptly and effectively address any Sex Discrimination whereby both parties are students using the processes set forth in the university's 2020 Title IX Sexual Harassment Grievance Process. The 2020 Title IX Sexual Harassment Grievance Process will also apply to all complaints of Sex Discrimination or Sexual Harassment whereby a student is a party. All other discrimination complaints will be addressed using the procedures outlined in this Policy 2.2.2 and other applicable policies and procedures.

The university encourages any person who feels that they have been unlawfully discriminated against or harassed, or observes or is otherwise aware of an incident of unlawful discrimination or harassment, to report the incident promptly. To assist in the investigation, the university may request that a complaint be made in writing with a detailed description of the facts giving rise to the complaint, the names of any individuals involved, including any witnesses, and copies of any documents that support or relate to the complaint. Although the university may request the submission of a written complaint, an oral complaint is sufficient to initiate the procedures set forth under this policy.

Complaints of discrimination or harassment should be made to:

[Nicki Schuessler Veloz](#), Ph.D.

Title IX Coordinator/Director of Title IX, EEO and Employee Relations

Maher Hall, Room 101

5998 Alcalá Park

San Diego, CA 92110 (619) 260-4594

Concerns about the USD's application of this Policy and compliance with certain federal civil rights laws may also be addressed to:

Office for Civil Rights (OCR)

U.S. Department of Education

400 Maryland Avenue, SW

Washington, D.C. 20202-1100

Customer Service Hotline #: (800) 421-3481

Facsimile: (202) 453-6012

General Inquiry Line: (800-872-5327)

Email: ocr@ed.gov

Website: <https://www.ed.gov/about/ed-offices/ocr>

If for any reason the person making the complaint does not feel comfortable directly reporting the incident to the appropriate individual identified above, the complaint may be reported through alternative channels. In the case of a complaint by a university employee, the complaint may be made to the employee's supervisor, manager, the Human Resources department, a dean, a vice president, or the president. If the complaint involves the

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employee's supervisor, the employee is not required to report the complaint to the supervisor. In the case of a complaint by a student, the complaint may be made to the Department of Public Safety, a dean, the vice president and provost, or the president.

A supervisor or manager who receives a complaint of unlawful discrimination or harassment, or observes or is otherwise aware of an incident of unlawful discrimination or harassment, shall promptly inform the university's Title IX Coordinator.

In cases involving potential criminal conduct, the university will determine whether appropriate law enforcement or other authorities should be notified.

Investigation and Corrective Action

The university will investigate every reported complaint of unlawful discrimination or harassment. The investigation will be conducted in a thorough, prompt and professional manner.

If the conclusion of the investigation is that unlawful discrimination or harassment occurred, the university will initiate corrective action, as appropriate under the circumstances. For employees, the corrective action may range from verbal warnings up to and including termination from employment. For students, the corrective action will be imposed in a manner consistent with the university's Student Code or other applicable procedures. If the individual found to have engaged in the unlawful discrimination or harassment is not an employee or student of the university, corrective action within the reasonable control of the university, and as appropriate under the circumstances, will be initiated.

If termination of a faculty member is contemplated, the applicable rules governing dismissal for serious cause will be followed.

The employee or student who raised the complaint will be advised of the results of the investigation, unless doing so is prohibited by FERPA or other applicable law. Similarly, an employee or student who is accused of the unlawful discrimination or harassment will be advised of the results of the investigation.

Retaliation Prohibited

The university prohibits and does not tolerate retaliation against any individual who in good faith files a complaint of unlawful discrimination or harassment or is involved as a witness or participant in the complaint or investigation process. Engaging in unlawful retaliation can result in disciplinary action, up to and including dismissal from the university.

The university encourages any individual who believes they have been subject to unlawful retaliation, or observes or is otherwise aware of an incident of unlawful retaliation in violation of this policy, to report the incident promptly pursuant to the complaint procedure identified above. The investigation and corrective action procedures set forth above will similarly apply in the case of a complaint of unlawful retaliation in violation of this policy.

Right to Appeal

Policy Prohibiting Discrimination and Harassment

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An employee or student who is found to have engaged in unlawful discrimination, harassment or retaliation in violation of this policy shall have the right to appeal the decision. Similarly, a complainant may appeal the decision.

The appeal must be submitted in writing within ten (10) working days after written notification of the results of the investigation. The appeal should describe with specificity why the findings or corrective action imposed were not reasonably based upon the evidence and information made available to the investigator and/or the university official who made the decision regarding the corrective action.

The president or vice president who is deciding the appeal may receive or consider additional information if they believe such information would aid in the review of the appeal. This right to appeal shall not entitle the appellant to a new or second investigation. The appeal should be granted only if the president or the vice president who is deciding the appeal concludes that the findings were not reasonably based upon the evidence and information available to the investigator, or that the corrective action imposed was not reasonably based upon the evidence and information available to the university official who made the decision regarding the corrective action.

The president or the vice president who is deciding the appeal will provide the decision to the individual who submitted the appeal within 45 days of receipt of the written appeal. The decision of the president or the vice president who is deciding the appeal is final.

During the time of the appeal and review, any corrective action taken as a result of the original complaint may be implemented and enforced.

If the decision was made pursuant to the procedures identified in the Student Code of Rights and Responsibilities, the appeal procedures identified in the Student Code shall apply.

Other Resources

In addition to the internal resources described above, individuals may pursue complaints with the government agencies that enforce the laws prohibiting discrimination, harassment and retaliation, including the California Civil Rights Department (<https://calcivilrights.ca.gov>), the Equal Employment Opportunity Commission (www.eeoc.gov), or the United States Department of Education's Office for Civil Rights (<https://www.ed.gov/about/ed-offices/ocr>).

(Last Updated January 27, 2025)



2.8.1 Intellectual Creativity

1. The University of San Diego strongly encourages the intellectual creative efforts of all its employees.
 - a. The intellectual creative efforts of university employees include the creation of such diverse products as books, compilations and collections, articles, sound recordings, audio-visual materials, works of art and music, computer programs, and dramatic interpretations. Typically these efforts require only routine support on the part of the university and its other employees. In some instances, however, these efforts require substantial university support.
 - b. For purposes of this statement, university employees are those who may engage in intellectual creative efforts in the course of their employment with the university. They include not only employees who are university faculty members, but also non-faculty employees such as those of the Copley Library, the Legal Research Center, the Media Center, Academic Computing, and the Print Shop.
2. In addition to its interests in encouraging its employees to engage in intellectual creative efforts, the university expresses the following interests in those efforts and their products:
 - a. **Acknowledgment:** The university expects that an employee who produces intellectual creations will suitably acknowledge the general and/or specific support provided to him or her by or through the university or other university employees.
 - b. **Routine support:** The university expects that employees' intellectual creative efforts and products will require routine support by the university, including but not limited to use of secretarial time, university property (such as computers, office space, supplies, etc.) and non-substantial intellectual support from other university employees. Aside from its general interests in encouragement and acknowledgment, the university asserts no interest in its employees' creations produced with such routine university support.
 - c. **Reimbursement:** The university asserts a reimbursement interest where non-faculty employees of its library, Media Center, Academic Computing, and Print Shop units participate in a substantial manner with regard to their time in the production of other employees' works of intellectual creativity.

These university units will define "substantial manner with regard to time" and describe the university's interest in reimbursement as pertains to them, and will publish these matters to the university community.

When the university has identified a reimbursement interest as set forth in the published statements of these units, it may expect funding to be arranged in advance to permit the replacement of the work hours of the employees of these units who are involved in a substantial manner, with regard to time, in the intellectual creative efforts of other university employees.

- d. Pecuniary and/or participation interest: In certain situations involving substantial non-faculty employee time and effort, the university may wish to share in pecuniary gains or losses deriving from the intellectual creative efforts of its employees. Normally, the university will identify these situations in advance of the intellectual creative effort undertaken by the employee or employees.

Units of the university may be of assistance to its employees in identifying, clarifying, and developing pecuniary gain possibilities with respect to employees' intellectual creative efforts.

All arrangements in which the university expresses a pecuniary or participation interest in the intellectual creative work of its employee or employees will be identified in advance of the university's assertion of its interest. Each such arrangement will be made on an ad hoc basis with the university and its employee or employees.

(February 1994)



2.2.6 Individual Conflicts of Interest

1. Introduction

The University of San Diego expects its employees to maintain the highest ethical standards whenever the interests of the university are involved. To that end, employees of the university must not allow a personal or outside interest to interfere with their duties and responsibilities to the university. Employees must not use their positions or knowledge gained at the university to influence decisions improperly for their personal advantage or for the advantage of their relatives, household members, or friends. Even the appearance of a conflict of interest should be avoided.

Any arrangements or relationships that may pose a potential, actual or perceived conflict of interest of an employee must be disclosed, reviewed and managed pursuant to the requirements of this policy.

Individual departments or schools may implement written standards or procedures in furtherance of and in accordance with this policy. Any such standards or procedures must be submitted to the Vice President for Finance and disclosed to the affected employees.

2. Key Definitions

a. "Conflict of Interest"

A conflict of interest refers to a situation in which (1) the employee's personal interest may affect, or may reasonably have the appearance of affecting, the employee's judgment in performing a university-related responsibility; or (2) the employee has the opportunity, or appears to have the opportunity, to influence the university's decisions in ways that could lead to personal advantage to the employee or the employee's relative or household member.

b. "Personal Interest"

Personal interest is broadly construed to mean an employee's personal financial, business or professional interest, or interest in a familial or other interpersonal relationship.

c. “Personal Advantage”

Personal advantage means a financial, status or other benefit that is either direct or indirect, and either actual or potential.

d. “Financial Interest”

A financial interest is broadly construed to include (1) the receipt of wages, payment or other consideration of any kind for services performed (for example, fees, honoraria, gifts, or in kind payments); (2) intellectual property rights (for example, patents, copyrights, royalty income, or the right to receive future royalties); or (3) ownership or equity interests or entitlement to such interests in a publicly-traded or non-publicly traded business (for example, stock, stock options, partnership interests, and convertible debt but *excluding* interests in publicly-traded mutual funds or other investment vehicles where the individual investor has no control over the selection of the holdings).

e. “Relative” and “Household Member”

For the purpose of this policy, an employee’s relative includes for example an employee’s spouse, registered domestic partner, parent, child, sibling, grandparent, grandchild, step-parent, step-child, parent-in-law, sibling-in-law, aunt, uncle, niece, nephew or first cousin. A household member includes any person who lives in the same household with the employee.

3. The Obligation to Disclose Conflicts of Interest

An employee must disclose a conflict of interest in advance of becoming involved in any situation that may create or may have the appearance of creating a conflict of interest or immediately upon discovery of current or recent involvement in such a situation.

a. Conflicts Subject to Disclosure

Whether a conflict of interest is present often depends on careful consideration of the facts and circumstances of the particular situation. The employee is expected to recognize situations that may create or may have the appearance of creating a conflict of interest in order to ensure that the university is able to review and manage such situations. Although not an exclusive list, examples of possible conflicts of interest that should be disclosed under this policy include:

- Participating in any negotiation or transaction between the university and an entity in which the employee or the employee’s relative or household member has a personal, managerial or financial interest.
- Conducting business for or on behalf of the university with an individual or entity in which the employee or the employee’s relative or household member has a personal, managerial or financial interest.

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- Maintaining a paid external consulting, business or employment relationship with a supplier or vendor of the university.
- Competing with the university for business, whether as an individual or as an employee of another entity.
- Competing with other external vendors for university business, whether as an individual or as an employee of another entity.
- Accepting personal gifts or special favors from third parties (either individuals or entities) that provide, or seek to provide, services or supplies to the university. This does not include occasional gifts of nominal or modest value or isolated invitations to lunch or dinner.
- Soliciting personal gifts or special favors from third parties (either individuals or entities) that provide, or seek to provide, services or supplies to the university.
- Endorsing or authorizing the endorsement of any product or service on behalf of the university.
- Conditioning an actual or potential business relationship with the university on a charitable gift or contribution to the university.
- Supervising or evaluating the work of a relative or household member, or participating or otherwise being involved in the performance evaluation of or a personnel decision or recommendation regarding a relative or household member.
- Teaching a class in which a relative, household member or employee who is supervised by the teacher is a student; serving as an academic advisor to a relative or household member; or participating or otherwise being involved in admissions, financial aid, or other academic or service-related decisions relating to a relative, household member, or an employee who is supervised by the individual.
- Conflicts of interest in research. The university maintains a separate policy that governs the disclosure, review and management of significant financial conflicts of interest in sponsored research. Research-related conflicts of interest that do not fall within the scope of that policy will be handled under this policy. For more information, please contact the Office of Sponsored Programs.
- Unauthorized use of university resources outside of the scope of the individual's employment. For more information, please see the university's policy governing the use of university resources.

Employees are expected to use their good judgment to determine when a conflict of interest exists that should be disclosed. Any doubt should be resolved in favor of disclosing the conflict of interest under this policy.

The university may require employees in designated positions to complete and submit an annual conflict of disclosure statement.

An employee may report a possible conflict of interest of another employee under this policy. Any such report should be made in good faith. The university prohibits retaliation against an employee who makes a report in good faith of another employee's possible conflict of interest under this policy.

b. Process for Disclosure

In the absence of a departmental procedure to the contrary, the employee should disclose the conflict of interest to the employee's immediate supervisor. In the alternative, the employee may disclose the conflict of interest to a department manager, a dean, a vice president, or Human Resources. The disclosure should be sufficiently detailed and timely to allow accurate and objective evaluation before making commitments or initiating activities that create conflicts of interest. The information provided in the disclosure must be accurate and must not be misleading.

All disclosed conflicts of interest should be reported by the recipient of the employee's disclosure to the vice president of the division in which the employee is employed and to the Vice President for Finance or their designees. In the case of a disclosed conflict of interest involving a vice president, the disclosed conflict of interest should be reported to the president.

4. Review and Management of Conflicts of Interest

Employees are expected to cooperate in the review and management of all conflicts of interest.

With the approval from the Vice President for Finance, the vice president of the division in which the employee is employed shall take the necessary action to review and manage the conflict of interest. In the case of a conflict of interest involving a vice president, the president shall take the necessary action to review and manage the conflict of interest. A vice president may delegate authority to one or more individuals to handle some or all of the vice president's responsibilities under this section.

In reviewing a conflict of interest, a situation will be determined to be:

- Permitted as is, because the disclosed information does not represent a conflict of interest; or
- Prohibited due to the nature of the conflict of interest and/or the inability to appropriately manage the conflict of interest; or
- Permitted, contingent upon the implementation of one or more recommendations to manage the conflict of interest.

Recommendations to manage a conflict of interest may include, among other things:

- Appropriate disclosure of the conflict of interest to the parties involved in the transaction.

- Recusal from participating in certain negotiations, recommendations, decisions or transactions.
- Recusal from managing or supervising particular employees or from other aspects of the employee's employment relationship with the university.
- Recusal from managing, overseeing, or other involvement in specified business relationships or transactions.
- Severance of an outside relationship that poses a conflict of interest.
- Appropriate monitoring and oversight by university management.

The appropriate vice president (or designee) should document the review and management of the conflict. Where a situation that involves a conflict of interest is permitted contingent upon the implementation of one or more recommendations to manage the conflict, the appropriate vice president (or designee) is responsible for monitoring the situation as necessary to ensure adequate management of the conflict.

5. Non-Compliance

Failure to comply with this policy, or with approved department or school standards or procedures governing conflicts of interest, may result in corrective action, as appropriate under the circumstances. Failure to comply includes but is not limited to failure to disclose conflicts, failure to review and manage conflicts as required under this policy, and failure to abide by any condition imposed in managing a conflict. The corrective action may range from verbal warnings up to and including termination from employment. If termination of a faculty member is contemplated, the applicable rules governing dismissal for serious cause will be followed.

(Last Updated September 11, 2013)



3.11.2 Tuition Remission

Eligibility for full tuition remission requires full-time employment in a benefits-eligible, continuing position (see exception in Conditions, #4, “Eligibility” below). The tuition remission benefit is not available when the employee is on unpaid leave. (See FMLA/CFRA exception in Conditions, #9, “Coverage During Leave” below.)

Policy on Tuition Remission

Subject to the conditions outlined in this section, the University provides tuition remission to eligible employees, their spouses, registered domestic partners, and children who qualify as the employee’s dependent children under the Internal Revenue Service definition. (Dependent children whose age exceeds the IRS definition while enrolled in a USD degree program will retain eligibility for this benefit through the completion of that degree providing that they maintain continuous enrollment at USD and make appropriate academic progress towards the degree.) Tuition remission is granted for the purposes of supporting the recruitment and retention of qualified personnel, expanding the skills and knowledge of its personnel, and continuing the University's tradition of encouraging and supporting the educational development of its employees, their spouses, registered domestic partners, dependent children and dependent children of registered partners. In order to facilitate the implementation of this policy, supervisors are encouraged to accommodate eligible employees who wish to take advantage of the tuition remission benefit.

This benefit is not a contract between the University of San Diego and its employees or retired employees. The University reserves the right to reduce or terminate tuition remission at any time, and such changes or elimination of this benefit may affect those who have previously received this benefit. No employee or former employee shall have any vested right to benefits under this policy.

The annual cost of the Tuition Remission Policy may not exceed 1% of the University's operating budget. The University reserves the right to deny tuition remission to an otherwise eligible employee if the amount spent in implementing the Tuition Remission Policy exceeds 1% of the University’s operating budget. Courses taken on a space-available basis are not counted in computing the 1% limit.

Conditions

1. The employee must follow all procedures and deadlines required to receive the tuition remission benefit.

2. The use of the benefit must not interfere with the employee's job responsibilities.
3. Employees or eligible family members using the tuition remission benefit must meet all applicable terms and conditions for enrollment, such as entrance requirements, admission procedures and deadlines, good academic standing, and payment of application fees. They must also follow established registration procedures.
4. Eligibility. All full-time, benefits-eligible employees in continuing positions are eligible to receive full tuition remission. In addition, faculty from the nontenurable ranks with fixed-term contracts are eligible for full tuition remission if they have worked in a benefits eligible position for at least three (3) years and have a full-time, multi-year contract of three (3) years or greater. In the case that a multi-year contract ends while the employee or eligible family member is using the tuition remission benefit, the employee remains eligible for tuition remission as long as they remain a benefits-eligible employee.
5. Date of Eligibility. Eligibility for employees begins the first day of the fall or spring semester which is nearest to their first year anniversary date. Eligibility for spouses, registered domestic partners, dependent children and dependent children of domestic partners begins the first day of the fall or spring semester which is nearest to the employee's second year anniversary date. To attract and recruit Reserve Officers Training Corps instructors and retain this program, instructors in this classification are eligible upon being stationed at USD.
6. Limitations.
 - a. Employees hired on or after January 1, 1991, their spouses, registered domestic partners, dependent children, and dependent children of domestic partners may use tuition remission to receive one degree each, either undergraduate or graduate, and are not eligible for further tuition remission after one USD degree has been granted under the tuition remission plan. In exceptional cases, if approved by the appropriate Vice President, an employee may receive tuition remission leading to a second USD degree, if the program or course is specifically related to the employee's USD position. Faculty and administrative employees hired prior to January 1, 1991, who have not had a break in service since January 1, 1991, their spouses, registered domestic partners, dependent children and dependent children of a registered domestic partner are each eligible for graduate degrees and one undergraduate degree.
 - b. Employees may use tuition remission for a maximum of 18 credits per academic year, and 22 credits per academic year for School of Law students. The classes may be taken during any semester or session.
 - c. Tuition remission is available for employees, spouses, registered domestic partners, dependent children or dependent children of a registered domestic partner for Intersession and Summer session only on a space-available basis. (Students should contact the Special Sessions office for procedures.)

- d. Tuition remission may be used for course work that is not part of a degree program. Tuition remission may be used to audit classes, subject to all conditions, limitations and exclusions of the Tuition Remission Policy.
7. Financial Aid. Eligibility for USD tuition remission for full-time students must be coordinated with financial aid eligibility. The tuition remission application form, provided by Human Resources, will facilitate the process.

Students requesting tuition remission who are potentially eligible for state or federal grants are required to meet the necessary financial aid deadlines. Failure to meet the deadlines may result in the lack of eligibility for tuition remission for that academic year.

8. Exclusions. The benefit is for tuition only. Application fees, student body fees, parking fees and any other fees assessed to all students are the responsibility of the employee, spouse, registered domestic partner, dependent child, or dependent child of a registered domestic partner. Employees are not assessed the student body fee. Self-supporting programs such as Graduate Career Programs, Continuing Education and Summer Camps are not covered by tuition remission. Study abroad courses for academic credit are covered by tuition remission if USD is the credit-granting institution, USD is directly administering the program, and USD retains all tuition generated by the program. Examples of these programs include, but are not limited to the summer Guadalajara Program and Law Foreign Programs. Affiliated programs (such as Oxford) are covered by tuition remission. Students, however, are required to pay the affiliated program fee remitted to the host institution by USD. Study abroad exchange programs are covered by this benefit. A current list of programs excluded from tuition remission will be posted on the University website.
9. Coverage During Leave. The tuition remission benefit is not available when the employee is on unpaid leave. Tuition remission will continue during a semester in which course work has begun. When, however, an employee is on leave under the terms of the Family Leave Act (FMLA) and/or the California Family Rights Act (CFRA), the University will abide by all provisions of the applicable law.
10. Coverage After Termination of Employment:
 - a. Separation: When an employee is voluntarily or involuntarily separated from employment with the University prior to the end of the semester in which the employee, spouse, registered domestic partner, dependent children or dependent children of the registered domestic partner are receiving tuition remission, the tuition remission for that semester must be paid back to the University on a pro-rated basis.
 - b. Death or Total Disability: In the event of total disability (as determined by the University's long-term disability carrier) or the death of an employee who has ten years or more USD tuition remission eligible service credit, his or her spouse (married to the employee at the time of death or total disability),

registered domestic partner, dependent children or dependent children of a registered domestic partner will be eligible for tuition remission for courses leading to an undergraduate degree. If the employee has less than ten years of USD tuition remission eligible service credit, the spouse, registered domestic partner, dependent children or dependent children of a registered domestic partner may use tuition remission through the end of the academic year in which they are enrolled.

- c. Retirement: Tuition remission for courses leading to an undergraduate degree is available to dependent children of retirees who had at least 15 years of USD service credit and retired from the University at age 65 or older.
11. Exceptions to this policy in individual cases with demonstrable need may be made at the discretion of the President.

Note: The taxation of this benefit is determined by the Internal Revenue Code and its implementing regulations. Contact Human Resources for information on the inclusion of this benefit as taxable income and the current IRS definition of dependent.

(Last Updated February 1, 2017)