ADJUNCT

SURVIVAL GUIDE

FALL 2018

Prepared by the

Adjunct Issues Committee

LA College Faculty Guild, AFT 1521

(323) 851-1521

www.aft1521.org

Co-chairs, Kathy Holland & Kenneth Taira

John Lynch, & Tema Staig CITY	**Michelle Meyer and Brian Keis** PIERCE
Daniel Lambert, EAST	**Stephanie White,** SOUTHWEST
JoNeen Ohlaker & Rodger McGuiness ,	**Lou Siegel and James Whitaker,** TRADE TECH
Gabriel Kovnator & **Chris Cofer,** MISSION	**Renee Berg & Hasmik Arakelyan,** VALLEY
Mark Rose, West LA College	

The complete Contract can be found at www.aft1521.org

A Message From
Guild President Joanne Waddell

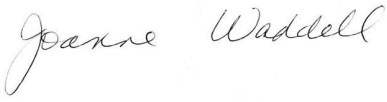
Understanding the rules and regulations that affect adjunct faculty – particularly surrounding salary, benefits, and working conditions – is a difficult task. To help clarify these issues, the Guild's Adjunct Faculty Issues Committee compiled the information in this *Adjunct Survival Guide*. This guide has been updated to reflect recent changes in our contract, Board rules, and State and Federal regulations. You can find the most up-to-date version on our website at *www.aft1521.org*.

The Los Angeles College Faculty Guild, AFT Local 1521, is always seeking ways to improve the quality of professional life for the 2,500 adjunct faculty who work in our district. The strength of our Guild comes from the membership. I invite you, if you haven't already, to become a member (see Appendix C of the guide). There are many ways to become involved in the Guild: staying informed (through the *Read On*, online e-activist news updates, and our website) as well as actively participating in chapter meetings, conferences, and actions. We welcome your input and participation.

We recommend sitting down one afternoon and reading through the guide. We hope that this handbook will save you time you might otherwise have to spend finding a resource to answer your questions.

Disclaimer:
The guide is just that: a guide. We have tried to ensure that the advice it gives is consistent with our contract, District rules and policies, and the California Educational Code. But in case of any inconsistency, these other documents take precedence. If you notice any inaccuracies, or have suggestions for supplementing the guide, please contact the Guild office at (323) 851-1521.

In unity,



JOANNE WADDELL, President
Los Angeles College Faculty Guild

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In the Classroom

HOW DO I TAKE ATTENDANCE?

The first week of class you will get a census roster either in your mailbox or by accessing it from the LACCD faculty portal. It is very important that you take accurate roll through census week, which is generally the third week of the semester. The student count on census week helps determine funding for the college and district so it is important that you submit the exclusion roster on time through the online SIS (PeopleSoft) System. It's a good idea to continue to take roll after the submission of your roster. You can generate your own attendance forms using the class roster information found at the SIS Portal, located on each campus website. There is an option to turn the class list into an Excel spreadsheet (see button on the bottom left of the Class Roster page).

Also, be aware that according to the California Education Code, you cannot assign a grade based solely on attendance. However, you may give a grade for participation.

WHAT IS THE LIMIT ON THE NUMBER OF STUDENTS IN A CLASS?

This varies – check with your department chair. There are usually upper limits, beyond which you are not required to add students. The contract gives 34 as the average class size (see Article 12) but that varies, depending on the number set by Academic Affairs for each course. There are other class size rules for online classes (see Article 40).

If enrolled students do not show up on the first day of class and have not notified you, you should exclude them through the SIS (PeopleSoft) System. Each campus website should have a link to SIS for you to access. You can add students by giving them a 6-digit add code during the first two weeks. Do not give out add codes that exceed the number of seats in the classroom. Class size limits apply to intersessions, too. Distance Learning classes have different limits (see Article 40). You generally need 15 students to keep a class open. If you have fewer than that before the semester starts, do some recruitment to keep the class from closing.

IS A COURSE SYLLABUS REQUIRED?

Yes. You are required to give your students accurate and complete information about your course requirements.

Issue a complete syllabus which very explicitly states:

- Administrative information. Include the course name and section number, meeting times and place, your name and contact information, including your office hours (called "student drop-in hours" at some colleges) and where they will be held.
- Course description and Student Learning Outcome(s) (SLOs) – This information can be found on the Electronic Curriculum Development (ECD) System found at https://ecd.laccd.edu/. Once you click "find a course" you will be able to see the official Course Outline of Record. From here you can copy a catalog description of the course as well as the approved student learning outcomes (SLOs) which must be included on your syllabus. Listing the SLO(s) on your syllabus is now part of your evaluation. If you have trouble locating this information, ask your department chair.
- Materials required – textbooks (including the ISBN), supplies, and other materials.
- Prerequisites – skills needed or classes that need to be taken before enrolling.
- Rules of conduct – the LACCD has adopted Standards of Student Conduct which can be covered by including a reference to LACCD Board Rule 9803 in your syllabus. This rule includes policies on cheating, disciplinary problems and/or carrying weapons. Many instructors like to include reminders about other prohibited activities, such as no eating or drinking in class, and no use of cell phones.
- Grading policy – usually, each instructor decides on the grading policy for a class,but check with your department chair about whether there are also department requirements. Explain your point system, how many exams and assignments will be graded, your policy on late papers, and the criteria you will use to determine the final course grade.

- Academic dishonesty – many instructors include a statement about the consequences of academic dishonesty and plagiarism by citing Board Rule 9803.28. You cannot give a student a fail in your course for cheating or plagiarism; you may give a failing grade on only that assignment.
- Information on where to obtain financial aid and tutoring – these resources can help prevent students from dropping out.
- Disability Accommodation -- It is required to put a disability accommodation statement on your syllabus directing those with verified disabilities to seek help from the Office of Special Services (OSS), sometimes called DSPS or SSD on campus. If they need special accommodations for testing (more time or in a different environment) these students need to provide you with paperwork from this office so arrangements can be made.

Why should you write such a long and detailed syllabus? The true value of the syllabus proves itself in cases of complaints filed by students. If your policy was explicitly stated in the syllabus, the student loses legal ground in a potential action against you. Messy, highly unpleasant cases have resulted from instructors leaving "gray areas" open. Writing such a detailed syllabusmay be time consuming, but the time is well spent if a disgruntled student files a complaint against you.

HOW DO I HANDLE DISRUPTIVE STUDENTS?

Faculty work hard to provide an environment wherethere is freedom to learn. When a student demonstrates unacceptable behavior that violates the District's Standards of Student Conduct, such as verbal abuse of an instructor or other students, dishonesty, disruption, willful disobedience, and other inappropriate behavior, there is a disciplinary procedure faculty should follow:

1. Reminder. Remind the class that your standard for appropriate behavior has been set forth in the Student Code of Conduct (see above) and/or in your syllabus.
2. Verbal warning. Should a student persist in being disruptive, issue the student a verbal warning.
3. Written warning. If the student's misbehavior persists, issue the student a written warning. Copy your department chair.
4. Suspension. If verbal and written warnings are inadequate, a faculty member may suspend a student from class for up to two class sessions. If the student fails to leave the class when directed, campus police should be contacted for assistance.
   If a student is suspended for only one class meeting, no additional formal disciplinary action is necessary. If the student is suspended for two class meetings, the faculty member should write down the circumstances and send it to the department chair, who will forward it to the area dean and the vice presidents of Academic Affairs and Student Services.

In rare circumstances a student may act out in a way that is threatening and creates a sense of urgency. In these cases, the verbal and written warnings can be dispensed with and the student can be suspended immediately.

If necessary, the VP of Student Services will carry out further disciplinary actions, such as longer suspensions and expulsions. At some colleges, notification of the disciplinary administrator is required or suggested at earlier stages. Check the policy at your collegethrough your department chair.

WHAT IS NOT ALLOWED IN THE CLASSROOM?

There are rules on each individual campus; however, generally, food and beverages are not allowed in class nor is the use of cell phones. The LACCD has adopted a "no smoking" policy in all buildings, following State law.

Many campuses have also restricted outdoor smoking to designated areas only. It is unlawful for a student to use a tape recorder or similar electronic device in class without the consent of the instructor. Students with certain disabilities may be exempted from this rule – consultwith Student Services/DSPS/SSD.

AM I FREE TO CHOOSE MY OWN TEXTBOOKS?

This varies from campus to campus, and within each campus it also varies from department to department and from course to course. The California Education Code (#87482.8) states that whenever possible, part-time faculty should be considered to be an integral part of their departments and given all the rights normally afforded to full-time faculty in the areas of book selection. Each department sets the policy. In some departments new instructors must follow a recommended textbook list while more experienced instructors are may choose their own materials. Some courses may have required texts. Check with your department chair.

DO WE HAVE ACADEMIC FREEDOM?

Article 4 of our contract states: "The Faculty shall have academic freedom to seek the truth and guaranteefreedom of learning to the students." However, we must operate within certain parameters. For example, we cannot do anything illegal or in direct violation of something explicitly written in our contract. We can, for instance, encourage our students to register to vote, but we cannot tell them for which candidates or propositions to vote. We should also be careful not to express remarks that might be construed as offensive, obscene, racist, sexist, or slanderous. Even a remark made in jest or intended ironically may be misinterpreted.

As long as we stay within these broad constraints, we are free to conduct ourselves as we please. However, itwould be wise to use good professional judgment in matters of academic freedom.

WHAT'S THE DEAL WITH SEXUAL HARASSMENT?

The LACCD has a sexual harassment policy. Asummary of this policy is printed in each college's catalog. It is important to read and understand this policy thatprotects both faculty and students. The policy does not limit academic freedom, so that a discussion of sexual ideas intrinsic to course content does not constitute sexual harassment.

However, academic freedom does not allow discriminatory or harassing conduct.

If you feel you have been the subject or unfair discrimination, contact the District Office for Diversity, Equity, and Inclusion.

Online training on harassment and discrimination is required periodically for all faculty, including adjuncts. When you receive an email notification, be sure to take the online training and submit proof of completion.

Working Conditions

WHAT IS THE WORK ENVIRONMENT?

The work environment is the physical space or conditions in which you teach (the classroom or lab) or prepare for your course (the office). The Work Environment Committee on each campus makes sure that the college operates in accordance with established health, safety, and sanitation standards (Article 9.E.).

DO I GET AN OFFICE?

The contract states, "Adjunct faculty shall have access to office space that is conducive to fulfilling their job duties. This space shall include a desk, a chair, a computer with internet and intranet (including Portal/ESS) access, a telephone with voice mail, and secured storage space (Article 9.B.4.)." The department chair is supposed to arrange for you to have office space, but if the department does not have space, the college is expected to provide an a space on campus to meet these requirements. You may use your classrooms before or after class, when available. Departments may have a workroom, and some colleges have a faculty lounge or library study room. Full-time faculty mayallow adjunct faculty to use their offices when they are not on campus. Check with your departmentchair.

All faculty should have access to instructional supplies, reprographic, multimedia, and computer services, even on weekends and evenings, as well as at outreach and satellite locations, if possible. In addition, the college should give you a key to your classroom or arrange to have the door unlocked before the class meeting time until a key can be provided (Article 9.C.).

Contact the AFT representative on the Work Environment Committee on your campus or your Chapter President if the college is not operating in accordance with any of these established standards.

HOW CAN I BE SURE STUDENTS AND COLLEAGUES CAN REACH ME?

Whenever possible, the college website and printed directories list the names, departments, voicemail extensions and email addresses (when available) of all faculty, including adjuncts. Notices regarding future assignments, changes in administrative policy, and other important information are sent out by email **only**, so be sure to check your college email frequently. Also be sure to check your voicemail periodically in case students are trying to reach you.

The annual catalog should list the names, disciplines, and degrees of adjunct faculty with seniority. So make sure that you send this information to the appropriate person (webmaster, VP of Academic Affairs) when requested (Article 13.D.14).

WHAT ARE PAID OFFICE HOURS?

LACCD students are entitled to equal access to academic advice and assistance from faculty, including adjunct faculty. Adjunct instructors of credit courses are compensated for this time. The office hour differentialis added to every hour of your pay rate. (See Appendix D of this guide.) This now includes classified employees teaching as adjuncts.

• *What is my office hour obligation?*

You must provide 10 minutes of office hour for every standard hour (50 minutes) of instruction. For a 3-unit class on the compressed calendar, this translates into 35 minutes of office hour time per week per class (Article 13.C.).

• *When do I provide this service?*

You may choose a time that is convenient for you and your students. Your course syllabus must state where and when office hours will be held for each class, not just "to be arranged." Distance education faculty may holdoffice hours online (Article 13.C.4).

- ***Must I provide a timesheet for my office time?***

No, you are not required to provide a timesheet. If a department chair or supervising administrator asks to be informed of office hour timeand place, you need to provide this information.

- ***Is the differential paid during the summer and winter intersessions?***

Yes, your salary should reflect the office hour differential during intersessions, and you must provide this service.

WHAT ARE MY PROFESSIONAL DEVELOPMENT (FLEX) OBLIGATIONS?

Your obligation to fulfill professional development requirements is calculated on your weekly classroom hours, counting both fall and spring semesters during the year ending June 30. You must perform HALF the number of hours of flex activities as your weekly classroom hours. For example, if you teach two three-hour classes in thefall semester and one three-hour class spring semester, then your obligation is for 4½ hours of professional development activities for that year, since you taught a total of nine classroom hours.

Each college in the district has different procedures and forms for you to fill out and submit. If you do not satisfy your college's Professional Development Committee's requirements, you may lose pay or illness days.

Every college has opportunities throughout the semester to earn "flex credit." Classes and workshops are offered on topics ranging from technology to CPR. Training, certification, courses, and conferences that pertain to your discipline also count. If you present a workshop or other activity you may earn extra hours of credit. (Check with the office of professional development at your college.) Credit is not given for work that is part of your normal teaching duties, such as preparing your syllabus or grading papers. You cannot earn credit for work for which you have beenpaid, such as developing curriculum for which you receiveda grant or teaching a workshop for which you were paid.

CAN I BE REIMBURSED FOR ATTENDING CONFERENCES AND TAKING CLASSES?

Yes! If you attend a professional conference or take classes relevant to your subject field, you are eligiblefor partial reimbursement of conference expenses andtuition. The Guild negotiated funding from the District, which it provides to each college annually. Apply early (in July) to encumber the funds. Check with the Professional Growth Committee on your campus.

CAN I PARTICIPATE IN THE ACADEMIC SENATE AT MY SCHOOL?

This varies from campus to campus. Check with the president of the Academic Senate on your campus. Some colleges allow part-timers to run for election to vacant seats; others appoint members; others allow adjunctsto attend meetings but not vote. Most college senates now grant academic rank to adjuncts.

WHAT ROLE CAN I PLAY IN MY DEPARTMENT?

A provision is our contract allows for one adjunct within a department to be elected for a two-year term as anAdjunct Representative. Nominations and elections take place in the spring semester of each even year with service beginning on July 1 of that year. The elected adjunct representative may vote for department chair (chair elections are held every three years) and take part in other departmental decision-making. The rep must have an assignement during the academic year, be on the seniority list, and be available to attend department meetings. Adjuncts on the seniority list are eligible to vote for their representative. (See Article 17.B.3 and Article 43 on Ancillary Activities for information on applying for payment for serving as an adjunct rep.)

WILL MY PERFORMANCE BE EVALUATED?

Your department chair is supposed to evaluate youbefore the end of your second semester and least once everysix semesters after that. You are given ratings of "meets/exceeds expectations" or "needs to improve" on elements such as knowledge of the subject, classroom effectiveness, performance of responsibilities (including the syllabus requirements mentioned above), and sensitivity to diversity (See Appendix C). You can also submit your own self-evaluation, which can sum up contributions you have made to the department, special programs you have done with your students or recent professional growth initiatives you have undertaken. Your department chair or designee must inform you when a class observation will take place.

•When will I receive the results of my evaluation?

You must receive the results of your evaluation by the 12th week of the semester in which you were evaluated and you then have ten working days to submit written comments or request a comprehensive evaluation. An instructor with seniority may request a comprehensive evaluation if he/she receives an overall rating of "needs to improve" or "unsatisfactory" on a basic evaluation and this re-evaluation must take place the next semester (Article 19 G.). New contract language now requires a written improvement plan with professional growth activities for a faculty member who receives a less than satisfactory rating.

WHAT IS THE GRIEVANCE PROCEDURE?

A grievance is a process that seeks to remedy a clear violation of the collective bargaining agreement or of a District rule or regulation. It is not a complaint alleging unprofessional conduct by another faculty member. However, even if a complaint may not be grievable, some complaints might be resolved informally. Other conflicts are best handled through mediation. Eitherway, the Guild might be ableto facilitate a resolution. Each campus has a grievance representative and chapter president who may be able to help. (See Article 28 for a full explanation of the grievance process.)

If you feel that a provision in the contract has been violated, you should first contact the campus grievance rep or the chapter president (contact info canbe found in Appendix B of this guide). If the grievance rep believes a violation has occurred, it can often be rectified informally. If not, your Guild will handle a formal grievance throughall the steps of the process. This expert assistance isprovided to all members and non-members of the bargaining unit. There are clear legal timelines that must be followedwhen it comes to a contract violation so make sure to contact your Guild rep as soon as possible.

ASSIGNMENTS AND SENIORITY

Getting a class to teach begins with the department chair, who assigns courses to full-time faculty first to fulfill their standard load. He/she then assigns extra classes in seniority order to those on the discipline's seniority list (which consists of bothfull-time and adjunct faculty, referred to as "adjunct ratefaculty"). Once all adjunct rate faculty with seniority have received a single assignment (one class or specific number of hours for nonclassroom faculty), if the discipline has a second class list, faculty on that list are assigned a class. (No new names have been added to second class lists since spring 2000.) Once the first and second class seniority lists are exhausted, additional assignments are offered to those on the first seniority list as a pool and who are not full-time LACCD employees, and not necessarily in seniority order. For CTE disciplines, offers of additional assignments should be offered to all faculty on the first seniority list. Those not yet on a seniority list may receive no more than a single assignment unless the VP or designee and the AFT chapter president approve an exception, which may be because of the need for special expertise or innovation. (See Article 16.B).

The chair should notify you of your assignment early in the preceding semester. You can also check theproposed schedule for the following semester. Electronic proofs should be made available for faculty to review before being finalized. Ask your department chair to see those galleys before the schedule goes to print. The names of instructors of record are to be listed in the schedule of classes, not just designated as"staff."

Your official offer of assignment should be mailed to your home or emailed to you by the end of the 10th week of the preceding fall or spring semester. Failure to respond in writing or by email within 10 days of receiving the offer will be considered a refusal. So check your college email frequently and be sure the Office of Academic Affairs has your current home address. See Notification Timeline in Appendix E of this guide.

A recent change in our contract allows adjuncts with seniority in the district (not just at the particular college with the job opening) to be hired as a Consulting Instructor or Instructor Special Assignment. These are often long-term or full-time positions with medical benefits. Check the *www.laccd.edu* website under Academic Job Openings or ask at your college's Office of Academic Affairs.

Many adjuncts are assigned to outreach locations (such as high schools). You can receive mileage reimbursement if you need to travel between the college campus and these sites. See Board Rule Chapter VII, Article V Section 7500 at *www.laccd.edu* and obtain forms online.

HOW DOES SENIORITY WORK?

Adjunct instructors in the LACCD enjoy reemployment rights as detailed in Article 16 of our contract. These seniority rules are complicated but offer significant protection for part-time teachers. Please refer to the contract (Article 16) or ask your Guild chapter president if you have questions about seniority rights or think your seniority rights have been violated.

• *What are seniority rights?*

Seniority rights entitle you to an assignment – for classroom instructors, it is one class of a set number of hours. For nonclassroom faculty, it is a set number of working hours. (If you were eligible for two seniority assignments in spring 2000, you must be offered a second class before someone else is offered one.)

The assignment should be on the same day of the week and at the same time as the previous semester. If the same class is not available because of schedule changes, you must be offered a comparable assignment – the same number of hours. You may be given an assignment with a different number of hours one semester (e.g., a 5-unit class instead of a 3-unit class), but in subsequent semesters you are entitled only to the same number of hours for which you originally attained seniority. The number of hours you are entitled to is set at the highest number of hours assigned, based on two or more of the four semester used to qualify one for seniority; if the number differs in each of the four semesters, the average is used, rounded to the nearest standard hour (Article 16.A.4).

The lists are required to be provided to all adjunct faculty members by the eighth week of fall and spring semesters, either on your college website or through your department chair or VP of Academic Affairs (Article 16.B.3.). See Notification Timeline in Appendix E for moreinformation

• *How is seniority determined?*

Classroom instructors (both full-time faculty teaching overload and adjuncts) need to complete three semesters teaching an adjunct assignment and begin a fourth assignment within a period of eight consecutive semesters to be placed on a seniority list in a discipline. Nonclassroom faculty earn a semester for working 16 adjunct hours in the discipline. Your seniority date is determined by the beginning date of the semester used to qualify you for placement on the list.

• *Can an instructor be placed on more than one seniority list?*

Yes, adjunct faculty may be on seniority lists in more than one discipline and on more than one campus, but seniority on one list does not carry over to another.

• *Can an instructor on a seniority list be "bumped" from a class?*

Bumping can occur if a campus' class offerings in a discipline are reduced; in this case, instructors loseclasses in reverse seniority order (i.e., those with the least seniority are bumped first) and all with a second class must be reduced to one class before anyone on the seniority list in a discipline is terminated for the semester. Also, a full-time instructor may bump an adjunct if the class is needed to complete thefull-timer's schedule. In this situation, if the bumped adjunct on a seniority list loses his/her assignment, he/she may bump an instructor with less seniority. A full-timer whobumps an adjunct should bump the least senior person possible even if it results in the full-timer exceeding

five work blocks. Bumping may occur only during the first two weeks of a semester (Article 16.F.).

• *What happens if I lose my assignment or refuse one?*

If you are not offered a class due to a reduction in the offerings, you will remain on the seniority list for six semesters. Adjuncts on a maternity/paternity leave of absence will remain on the list for up to two semesters. If you refuse an assignment for three consecutivesemesters, or four out of five consecutive semesters, you will be removed from the list. (Exceptions are made foradjuncts who have PACE, Consulting Instructor, or Instructor Special Assignment positions.)

HOW MUCH CAN I TEACH?

California law prohibits part-time instructors from working more than 67% of a full-time instructor's classroom teaching load or the weekly hours worked by a counselor or librarian. The standard load of teaching hours varies by discipline – see Article 13 Table A for yours. If, for example, the standard load is 15 hours, as in history, an adjunct may be assigned up to 10 hours per week. In 12-hour loads like English, you can teach up to 8 units.

In some circumstances, you can receive a special waiver to hold an assignment over the 67% limit for no more than two semesters in three years. If you are offered an extra unit, putting you only slightly above 67%, you might want to wait for a more substantial assignment since you can't get permission to do it again for three years! The waiver must be approved by the department chair, theappropriate college vice president, the college AFT chapterpresident, and the Faculty Guild president. Nonteaching assignments, such as program directors in Specially Funded Programs (SFPs) are exempt from the 67% limitation.

Winter & Summer Sessions

WHAT ARE THE RULES FOR WINTER AND SUMMER INTERSESSIONS?

The winter and summer intersessions tucked between the fall and spring semesters can provide additional opportunities for adjuncts. A "full assignment" for intersessions is equivalent to five or six hours of teaching during a regular semester, so you may be eligible for two assignments when receiving an intersession assignment.

• *What is the priority for intersession hiring?*

The contract specifies the following hiring priorities:

1. Full-timers using the assignment as part of their regular load.
2. Full-time faculty, including those teaching for load banking credit.
3. Adjunct faculty who have seniority atthe college.
4. All others.

A single adjunct priority list in each discipline of those with seniority rights is used to determine eligibility for a full assignment. Except for the initial creation of the priority list, assignments will NOT be made in seniority order. As adjunct faculty teach during any intersession, their priority for the next intersession will drop below all those who did not have an assignment in a previous intersession. Adjunct faculty may not be on a priority list in more than one disciplineso those who teach in two disciplines will have to choose on which list their name will appear. A full assignment foran intersession consists of five or six Carnegie units. Refusing an intersession assignment offer does not drop you to alower position on the priority list. You only move lower on the list once you accept and work an intersession assignment (See Article 15.). See Notification Timeline in Appendix E for more information.

• *What is intersession pay?*

Course assignments earn the same pay regardless of session or intersession length.

WILL THESE ASSIGNMENTS COUNT AGAINST THE STATE'S 67% LIMIT?

No. Summer and winter intersession assignments are not included in the calculations limiting part-timers during regular semesters to 67% of a full-time load.

However, you may not teach more than 85% above a full load in any one intersession (a full load in intersession is two classes). So, for example, in first summer session, you would be allowed to teach three classes on any numberof LACCD campuses (one or several) but not four, which would be 100% more than a full load. You may teach three classes in the second summer session. (This is a Personnel Commission rule, not related to the 67% limitation, which is state law.) Intersessions do not count toward seniority standing.

Salary and Benefits

SALARIES

The District has agreed in principle to the concept of *pro rata* pay, or equal pay for equal work. The agreement reads: "The District will pay part-time temporary faculty for a course (or other appropriate unit of work), not hours," so essentially we are paid for a 20-weeksemester, not for the exact number of hours we teach.

• *How is the state equity money being distributed in the LACCD?*

A boost for part-timers has been the allocation of equity funds by the state of California to bring part-timers closer to achieving pay equity with their full-timecolleagues. Funding for this varies. Our district's share is paid out in the form of a differential added to the adjunct salary schedule of those teaching classes in the 12, 15, and 18 hour disciplines. In addition, the district has added a parity differential for adjuncts in the 12 and 15 hour disciplines to help bridge the disparity between salaries of part-time and full-time faculty (See Appendix D, Salary Schedule).

• *How can I be sure I'm being paid correctly?*

There is no one in the district or at your college(s) who checks to see whether you get paid the right amount or get paid on time. This is entirely up to you. However, the Guild website has a new worksheet and automatic calculator that can help you determine if your pay is correct. It can be found under the Adjunct Faculty tab at www.aft1521.org.

If you spot a mistake on your paycheck or have questions about it, contact your college's payroll department. Each college has a SPOC (Single Point of Contact) who handles payroll problems. If you still need help, contact your Guild chapter president.

• *How do I read the columns and steps?*

Payment in the LA district is based on a 20-week semester even though we only teach 15 weeks. If you are an adjunct instructor and NOT also employed as a full-time classified staff member or an administrator, then you are in column K. Classified staff teaching as adjuncts are in column L, and regular contract faculty teaching overload are in column M. The nine steps refer to the years you have worked for the district -- you advance one step for each year of teaching, no matter how many units you have taught. You also receive an hourly differential for office hours plus the hourly differential for pay equity for adjuncts in the 12, 15, and 18 hour disciplines for adjuncts in 12 and 15 hour disciplines. For PhDs, another hourly amount is added (See Appendix D).

If you have electronic funds transfer (i.e., your pay is automatically deposited into your bank account or credit union), you will be receiving your paystubs by email to your college email address. You can link your college account to a personal email address through the LACCD employee portal from a computer on campus. You can also change your mailing address andupdate other information.

• *How do I read my pay stub?*

Check your pay stub carefully. The district website, www.laccd.edu, has bulletins on how to interpret the codes and forms to allow you to makechanges.

All of your deductions are listed, including your retirement plan. Voluntary deductions are also noted. If you're a union member, it will say "1521 member;" if not, it will say "1521 fee payer." The same amount is deducted for union representation whether or not you are a member. (Employees are not automatically signed up as members of the union, so if you would like to join and take advantage of AFT benefits, sign and return a membership form, found in Appendix C of this guide.)

The salary warrant should also list your leave balances – the number of full and half days of illness leave you have accrued.

• *Where do I file a change of address?*

File a change of address using the LACCD employee portal (accessible only from a faculty/staff computer on campus). It is a good idea to provide Academic Affairs with the change of address, too.

WHAT ARE ANCILLARY ACTIVITIES?

When there are not enough full-time instructors to takeon extra duties or the expertise of an adjunct is needed, the state Education Code allows adjuncts to be paid for these ancillary activities, or non-teaching assignments, without violating the 67% limit on load. These include but are not limited to:

- Curriculum development, course outline revision
- Division/department activities (not used for flex), like program review, writing SLOs, creating or norming rubrics, holistic scoring as a discipline
- Shared governance or other college or district committees, accreditation
- Academic Senate
- Serving as the Adjunct Representative for your department
- Grant writing/working on grant projects
- Testing coordination, examination scoring, ESL book leveling
- Advising student organizations
- Presenting workshops for professional development
- Editing department, college, or district newsletters

Remember: You cannot also claim professional development credit for activities for which you are paid.

Let your VP of Academic Affairs and your department chair know if you're interested in taking on extra paid assignments. A form is provided in Appendix J of the contract to describe the work and list how many hours it will entail. Payment is at the nonteaching rate. You have every right to request to be paid for tasks such as theones listed above, but you must receive an approved Appendix J form before beginning the work. There is no requirement for you to perform these non-teaching activities without pay. (Refer to Article 43 and Appendix J of the contract.)

LEAVES

A leave of absence is an authorized absence from your job with the right to return to a position in the same classification at the conclusion of the leave. Adjunct employees are entitled to certain leaves, some with compensation and some without. There are 20 different kinds of leaves spelled out in the contract (See Article 25).

Am I entitled to sick leave?

Adjunct instructors are entitled to receive one day of full- pay illness leave for each day worked per week during a semester. So if you teach two days a week in both fall and spring semesters, you receive four days of illness leave for the year. Online instructors receive one sick day per semester for each assignment taught. You need to begin working at the beginning ofa semester to use your illness leave pay. Illness pay accumulates every semester – as reported by a monthly quota statement emailed to you on payday. You will see the number of full and half days you have accumulated. If you use up all your full-pay illness leave, you are eligible for extended illness leave at half-pay rate. When youretire or quit the district, you lose those illness days unless you are vested in the STRS Defined Benefit plan, in which case you will receive service credit for unused sick leave when you retire. If you have accrued sick days in another district(s) where you no longer work, these illness days must be transferred to your current district within three years of cessation of service at your former job., You may then use these days for future illness leave. In addition, all illness days transferred to the final district from which you plan on retiring will be used as accrued service credit in the STRS Defined Benefit plan formula.

• *What other types of paid leaves do we get?*

Part-timers on the seniority list are eligible for paid leave for jury duty and bereavement. We can take personal necessity leaves, such as days related to bereavement, and for reasons such as accidents, court appearance, family illness, religious holidays, and paternity; however, these are forfeited from your accumulated illness days. In addition, every employee has one Personal Annual Leave day that doesn't get taken out of illness leave and that can be used for a "significant event, personal to the employee, for which other paid leave is not authorized." This PAL day does not accumulate from year to year, so if you don't use it, you lose it.

Many leaves, such as sabbaticals, are not available to part- timers. Other leaves can be taken, but are unpaid. If you take an unpaid leave and refuse an assignment for three consecutive semesters or four semesters out of five consecutive semesters, youwillberemoved from the seniority list.

CAN I OBTAIN MEDICAL BENEFITS?

Yes. If you meet certain criteria, you have access to any of the health plans offered to full-time instructors as well as vision and dental coverage.

Who qualifies for partially paid medical benefits?

The District currently contributes toward the total premium cost of medical benefits for adjuncts who enroll and meet the following criteria:

- are employed in the current fall or spring semester
- work at least .33 FTE in any combination of colleges in the LACCD
- have taught at least a .2 load for three out of the last eight semesters

Coverage is for 12 months, even if not teaching intersessions. Payments must be made through salary deductions (the Premium Only Plan – POP), so you are using pre-tax dollars to pay your premiums, a savings that varies, depending on your tax bracket. Adjuncts who meet the above qualifications may purchase dental and vision coverage by paying the full premiums through POP (Article 27.II.).

It is not necessary to enroll in the medical plans in order to purchase the dental or vision plans. In addition, adjuncts who teach a 50% or higher load, may receive free individual vision coverage. Enrollment for this free benefit is required. The District will pay for half of the employee-only dental premium. Check information on plans, rates, and enrollment for adjunct faculty on the Part Time Faculty Benefits page on the District website: http://laccd.edu/Departments/BusinessServices/Benefits/Pages/Adjunct-Faculty.aspx The Benefits Information line is: (888) 428-2980.

Will I have to re-enroll during Open Enrollment?

Adjuncts are no longer required to "confirm" their enrollment during Open Enrollment in the fall. Once you are enrolled in the plan(s) your deductions will continue, or "rollover" into the new plan year (which begins January of the following year) automatically. This obligates you to stay within the chosen plan(s) for 12 months (unless eligibility is lost). The price and coverage within the plans (and therefore your premiums) may vary from one calendar year to the next due to decisions made by the providers. Therefore, it is important that you check the District website for information on rates for the next calendar year during each Open Enrollment period. Since qualifying for district-paid coverage is dependent on the verification of your assignment, if you are denied coverage due to the college reporting information late, the district will cover your premium costs retroactively.

Can I obtain benefits if I do not teach a .33 load?

No. The only adjuncts who qualify for District plans are those who meet the criteria for partially paid premiums through the POP plan (see above). Adjuncts who are in social security will need to switch to a STRS plan to qualify.

Qualifying life events (also known as a Life Status Change) such as the loss of health coverage under a spouse's employment, changes in dependents, etc. allows you to make changes to medical coverage at any time during the year. Contact the Call Center at (888) 428-2980 for more information on qualifying life events.

What are the premium rates?

To see the rates for the current year and next calendar year, visit the Health Benefits web-site: http://www.laccd.edu/Departments/HumanResources/healthbenefits/Pages/default.aspx then click on Information For Adjunct Faculty; then scroll down to the current rate sheets prepared by the JLMBC Adjunct Task Force. Beginning in 2018 the District will contribute 50% of the mathematical average single-party monthly premium per month for 12 months towards health benefits. The district will contribute an additional $50 in 2018, $60 in 2019, and $70 in 2020. Because health benefits are paid in 10 pay warrants, District contributions will be adjusted accordingly to meet the equivalent of 12 contributions.

•Can I obtain mental health counseling?

A benefit available 24/7 at no cost to part-timers is psychological counseling through the Employee Assistance Program (EAP), which also covers anyone living in your household. You are entitled to six sessions per incident, using the services of licensed mental health professionals to help with issues such as marital relations, parenting, depression, stress, and more. The program also offers consultations on legal and financial matters. Visit their website: www.mhn.advantageengagement.com or call (800) 327-0449 (login/company code – laccd; password – employee).

WHAT RETIREMENT BENEFITS DO WE RECEIVE?

Adjunct faculty have four retirement plan options

Adjunct Faculty Retirement Plan Options

	STRS Defined Benefit (DB) Classic:** *Traditional defined benefit plan for certificated employees hired before Dec 31, 2012. Retirement benefits are based on a formula set by law using your age, service credit, and final compensation.*	**STRS Defined Benefit (DB) PEPRA:** *For certificated employees hired on or after January 1, 2013 who were not already in the Defined Benefit plan.*	**STRS Cash Balance (CB)** *This is the default plan for new adjunct hires if no other option is selected.*	**PARS**	**Social Security**
Employee Contribution	July 1, 2014: 8.15% July 1, 2015: 9.20% July 1, 2016: 10.25%	July 1, 2014: 8.15% July 1, 2015: 8.56% July 1, 2016: 9.205%	4.0% of salary 4.25% of salary***	3.5% of salary	6.2% of salary
LACCD Contribution	July 1, 2014: 8.88 % July 1, 2015: 10.73% July 1, 2016: 12:58% July 1, 2017: 14.43% July 1, 2018: 16.28% July 1, 2019: 18.13% July 1, 2020: 19.10%	July 1, 2014: 8.88 % July 1, 2015: 10.73% July 1, 2016: 12.58% July 1, 2017: 14.43% July 1, 2018: 16.28% July 1, 2019: 18.13% July 1, 2020: 19.10%	4.25% of salary	4.0% of salary	6.2% of salary
Vesting	5 years full-time teaching—part-timers will take longer to vest; e.g. 50% load would require 10 years of service	5 years full-time teaching—part-timers will take longer to vest; e.g. 50% load would require 10 years of service	Immediate	Immediate	40 calendar quarters
Benefits Summary	Lifetime monthly allowance based on service credit x age x salary formula (2%@60)	Lifetime monthly allowance based on service credit x age x salary formula (2%@60)	Choice of lump sum (annuity options with account balance over $3500.	Lump sum paid= total contributions plus interest accrued	Lifetime monthly payments minus possible offsets due to the WEP
Withdraw Early	Receive only employee contribution, lose employer contributions	Receive only employee contribution, lose employer contributions	Receive employee + employer contribution. Federal income tax may be withheld. (Need to file Resignation with the LACCD).	Receive employee + employer contribution.	Not possible
Additional Information	**Contributions rates for employees and employers are increased incrementally starting July 1, 2014 as per AB 1469 (Bonta) and will continue through 2021. Information at: http://www.calstrs.com/calstrs-2014-funding-plan	**Contributions rates for employees and employers are increased incrementally starting July 1, 2014 as per AB 1469 (Bonta) and will continue through 2021. Information at: http://www.calstrs.com/calstrs-2014-funding-plan	***Note that the employee contribution rate cannot be less than the employer contribution rate, *starting with contracts entered into or changed on or after January 1, 2014.* http://www.calstrs.com/cash-balance-benefit-program	Contact Gloria Moreno at (213) 891-2205 to request the "PARS Request for Distribution" form. If you need to contact PARS directly, call (800) 540-6369.	For more about the Windfall Elimination Provision offset (WEP), go to: https://www.ssa.gov/planners/retire/gpo-wep.html

New hires are put into the CalSTRS Cash Balance (CB) plan by default. . If you are alreadyenrolled in a CalSTRS Defined Benefit (DB) plan throughanother employer, be sure to let the District know to enroll you in that same plan. If you are not already in DB, you may choose a plan that suits your needs. Some factors to consider:

- Do you have social security earnings through other employment? Being in any alternative pension planin California, including CalSTRS DB and CB plans,may result in reductions to your social security benefits.
- Do you plan to work enough to become vested? In CalSTRS DB, you become vested after having 3,000 hours of service credit (generally the equivalent of five years workingfull- time). Credit can be earned in anumber of ways, including teaching intersessions, working in more than one district, and performing other creditable service.
- Those who retire from STRS after January 1,2013 and return to work within the first 180 days post-retirement will lose one dollar of their pension income for each dollar earned for any CalSTRS covered employment within the first 180 daysonly. Post-retirement there is an annual income limitation for any CalSTRS-covered work before the pension amount is reduced.
- If you are in PARS or CalSTRS CB, you may switch to DB, but you may not transfer to another plan from CalSTRS DB. If you have not had any contributions placed into PARS for two years, you may request that your funds be transferred into an IRA or another plan. ***Please note that PARS is no longer open to new enrollees, as of 2017.*** Contact Rudy Lopez in the retirement unit at the district, *lopezR@laccd.edu* for forms. Information on CalSTRS plans may be obtained from www.calstrs.gov or call (800) 228-5453. You can

Before selecting a retirement option or deciding toswitch, you should review the different options carefully. For more detailed information, including a comprehensive PowerPoint, see our adjunct retirement resources on the Guild website.

You are also eligible to participate in the tax-sheltered annuity program (403b and 457 accounts) through automatic payroll deductions. Monthly deposits into these accounts will reduce your taxable income. Go to www.CalSTRS403bcomply.com for information on the plans and directions on enrolling.

CAN I RECEIVE UNEMPLOYMENT BENEFITS?

Yes! Since part-time college instructors are considered temporary employees who work without permanent contracts, we are not guaranteed a "reasonableassurance" of continuing employment. Adjunct faculty are eligible to receive unemployment when they are not working or

when their workload is reduced, even if they earn income from other sources. (The EDD will determine if your earnings qualify you to receive benefits.)

You may file a claim with EDD at the end of each semester. Full-time faculty are on break, adjunct faculty are NOTon break or recess, as we are temporary community college instructors and our assignments end.

You may file a claim with the EDD:

- At the end of a semester
- If you are earning less now than last semester

The last day of work is the last day of finals even if you will be paid for that work at a later date. So if you want to file for benefits, file after that day.

Sometimes EDD personnel are not aware that, unlike K-12 teachers, we are entitled to collect unemployment in the summer and winter when we are not teaching. Ifyou are denied benefits on the basis of having reasonable assurance of future employment, cite the *Cervisi* decision. (See Appendix F for the full text).

Helpful documents to walk you through the EDD process can be found at the Guild website, www.aft1521.org, under the tab "Adjunct Faculty" and "Unemployment Benefits Information."

It is advisable to read the documents carefully BEFORE starting the EDD application, which can be found at www.edd.ca.gov. The documentsare:

- FAQ on Unemployment Benefits
- Before You Start: Unemployment Worksheet
- How to Handle Phone Interviews
- Appeal letter template

Whom can I contact for help?

Check the Guild website for our EDD workshops at the end of each semester, when adjunct faculty complete applications together in a computer classroom. Still have questions? Contact Kathy Holland at kdholland2002@gmail.com or Kenneth Taira at ktaira@gmail.com - - Guilds EDD Ombudsperson,

HOW CAN I BECOME A FULL-TIME EMPLOYEE?

Good question! Keep in mind that obtaining a full-time position is not easy, although many of our colleges have hired full-time instructors from their part-time ranks, including several former members of our Adjunct Faculty Issues Committee. There are full-time opportunities to serveas program directors or in other positions in Specially Funded (grant) Programs, Instructor Special Assignment (ISAs), Basic Skills or SLO Coordinators, accreditation chairs, and in temporary, limited positions to fill in for faculty on leave.

The District website, www.laccd.edu lists full-time and part-time job openings at all of the LA colleges. Click on the Employment link. Check frequently. New jobs are added often.

You may also register with the CCC Registry at www.cccregistry.com for job listings in California community colleges.

Hiring is not within the union's power, since we are allowed to deal with only matters of hours, wages, benefits, and working conditions. However, our contract requires that at least two qualified district adjunct employees who aapply must be oinvited to interview for a full-time opening (Article 16.H.).

We've found these tips to be helpful.

•**Participate.** Be active on campus and make yourself known. Attend department meetings and volunteer to serve on committees. Serve on the Academic Senate if your campus allows it. Get to know people by going to meetings and social gatherings. It helps to be known and well-thought-of, particularly as an instructor whom students recommend to others. You might volunteer to be an advisor for a student organization.

Be persistent. Apply whenever there is an opening for which you are qualified. Try not to be demoralized — it is not uncommon for people to try for years before they finally land a full-time position.

•**Be aware.** Get to know the department chairs in disciplines for which you are qualified. Let your chairs and the VP of Academic Affairs know that you are interested in full-time employment.

•**Stay current.** Continue your education and professional development. Constantly work on your qualifications and stay abreast of new technology and developments in your field.

Campus Checklist

The following are important pieces of information to know at your campus.
Some pieces vary among the nine colleges of the LACCD, so check with your department/division chair, AFT chapter chair, or administrative dean to fill in the blanks.

1. Whom to call when you're absent: _____
2. Employee number: _____
3. Department/Division Chair name and number: _____
4. How to access your email on campus: _____
5. Availability of computers for your use: _____
6. How to obtain supplies: _____
7. How to get campus parking: _____
8. How to get keys to rooms, offices, and bathrooms: _____
9. Department meetings: _____
10. How to access AV equipment, copying services, mailbox, voice mail, office space, phone, file cabinet: _____
11. Academic Senate contact: _____
12. Your adjunct department/division representative: _____
13. Your AFT chapter president _____
14. Your Grievance Rep: _____
15. Your AIC (Adjunct Issues Committee) reps: _____
16. Phone number for Sheriff's office: _____

Chapter Representatives 2018

To be updated after elections

College	Position	Name
1. City	Chapter President	Christine Parks
	Grievance Rep.	Nate Lorentz
2. East	Chapter President	Michelle Benjamin
	Grievance Rep.	Consuelo Rey Castro
3. Harbor	Chapter President	Mario Valadez
	Grievance Rep.	Joshua Casper
4. Mission	Chapter President	Vilma Bernal
	Grievance Rep.	Jill Biondo
5. Pierce	Chapter President	Brian Patrick Walsh
	Grievance Rep.	TBD
6. Southwest	Chapter President	Sandra Lee
	Grievance	Sandra Lee
7. Trade Tech	Chapter President	Joseph Guerrieri
	Grievance Rep.	Kathleen Yasuda
8. Valley	Chapter President	Ruby Christian-Broughman
	Grievance Rep.	Lawrence Nakamura
9. West	Chapter President	Olga Shewfelt
	Grievance Rep.	Timothy Russell
10. Chief Grievance		Darrell Eckersley

Membership Form

AFT representation fees are already automatically deducted from your paycheck. Joining the AFT gives your union the strength to truly represent all its members in bargaining. Membership also entitles you to discounts on insurance, car rental, and other services as part of the national AFT. You are covered for free by a $10,000 life insurance policy in your first year of membership and by a $25,000 accidentaldeath benefit for as long as you remain a member. So if you're not already a member, join today!

If your pay stub says "1521 fee payer," you're not a member; if it says "1521 Member," then you are. IT COSTS YOU NOTHING TO JOIN since agency fees equivalent to union dues are deducted fromall instructors' paychecks. (If you're not sure about your status, fill out a card anyway – it will not result in more dues!)

MAILING ADDRESS: LA College Faculty Guild – 3356 Barham Blvd. – Los Angeles, CA 90068
CAMPUS MAIL: NO COST – Send membership card through campus mail

JOIN LOS ANGELES COLLEGE FACULTY GUILD AFT 1521

LAST NAME	FIRST NAME	ADDRESS, CITY, STATE, ZIP	
PERSONAL EMAIL	PERSONAL PHONE	EMPLOYEE NUMBER	C E H M P S T V W
CHECK STATUS ☐FULL-TIME OR ☐ADJUNCT	HOME COLLEGE	DEPT/DIVISION	CIRCLE OTHER LACCD COLLEGES WHERE TEACHING

TO THE BOARD OF TRUSTEES
I hereby request and voluntarily authorize you to deduct from my earnings and pay to the Los Angeles College Faculty Guild, AFT 1521 (code 721) and I agree to abide by the AFT constitution and bylaws. I authorize the Los Angeles College Faculty Guild, AFT 1521 to act as my exclusive representative in collective bargaining over wages, benefits, and other terms and conditions of employment with my employer.

Signature_____

AUTHORIZATION FOR DUES WITHHOLDING AND EARNINGS
I hereby request and voluntarily authorize my employer to deduct from my earnings and pay over to the Los Angeles College Faculty Guild, AFT 1521 the regular monthly dues uniformly applicable to members of the Local. This authorization will remain in effect and shall be irrevocable unless I revoke it by sending written notice to the Los Angeles College Faculty Guild, AFT 1521 during the period not less than 30 days and not more than 45 days before 1) the annual anniversary date of this agreement or 2) the date of termination of the applicable contract between the employer and the Local, whichever occurs sooner. This authorization shall be automatically renewed as an irrevocable check off from year to year unless I revoke it in writing during the window period irrespective of my membership in the Local.

Signature_____

LOS ANGELES COLLEGE FACULTY GUILD AFT, LOCAL 1521 / YOUR LABOR UNION

3356 Barham Boulevard, Los Angeles, California 90068

323-851-1521 323-851-0443 office@aft1521.org www.aft1521.org

Membership costs are exactly the same as the fair share agency fee that is deducted from all faculty paychecks! However, to become a Guild member, you need to sign this membership form. All faculty (members and non-member fee payers) receive representation at the bargaining table and in grievances.

The Los Angeles College Faculty Guild is the exclusive bargaining agent for fulltime and adjunct faculty working in the nine community colleges within the Los Angeles Community College District.

The Los Angeles College Faculty Guild, AFT Local 1521, is always seeking ways to improve the quality of professional life for the faculty who work in our district. The strength of our Guild comes from the membership.

A $5,000 Group Term Life Insurance policy is available to new AFT members at no cost for one year. Fill out the separate form to designate a beneficiary.

See www.aftbenefits.org for information on all benefits available to our members.

ADJUNCT SALARY SCHEDULE

Adjunct faculty in the LACCD are paid for 20 hours for each standard hour assigned.

Salary Worksheets and calculators can be found online at www.aft1521.org>Adjunct Faculty

Effective July 1, 2018, to continue until 6-30-2019.

ABBREVIATED FACULTY SALARY ELEMENTS FOR 2018-19,
Effective July 1, 2018, to continue until 6-30-2019.
(Changes for 18-19: 2.71% Total Increase; Equity 1 at $2.37)

Preparation Salary Schedule In Dollars ($): rates per month for all steps and increments.^

Row/Col	A	B	C	D	E
1	5727	6013	6314	6630	6961
2	5933	6230	6541	6869	7212
3	6147	6454	6777	7116	7472
4	6368	6687	7021	7372	7741
5	6597	6927	7274	7637	8019
6	6835	7177	7536	7912	8308
7	7081	7435	7807	8197	8607
8[ɣ]	7336	7703	8088	8492	8917
9	7600	7980	8379	8798	9238
10	7874	8267	8681	9115	9570
11	-	-	8993	9443	9915
12	-	-	-	9783	10272
13	-	-	-	-	10642

Notes:
^Schedule is fully aligned, 5% between columns and 3.6% between rows.
[ɣ] New employees may be allocated up to and including step 8.

Career Increments (CI) & Doctoral Differential (per month):

CI #1 after 3 years (16-18) at E13:	254 additional (2.387% of E13);	Total monthly amount: 10896
CI #2 after 6 years (19-21) at E13:	260additional (2.387% of CI#1);	Total monthly amount: 11156
CI #3 after 9 years (22-24) at E13:	266 additional (2.387% of CI#2);	Total monthly amount: 11422
CI #4 after 12 years (25-27) at E13:	273 additional (2.387% of CI#3);	Total monthly amount: 11695
CI #5 after 15 years (28 +) at E13:	279 additional (2.387% of CI#4);	Total monthly amount: 11974

Doctoral differential: 361 additional; Maximum total monthly salary for doctoral differential plus CI#5 = 12335

Other Differentials:
Certificate differential: 169 per month
Responsibility differential (Chair, CDC Director, Counselor, Consulting Instructor, Nurse): 508 per month
Overbase differential per month for standard hours beyond 18: 1 hour (19): 333; 2 hours (20); 666; 3 hours (21): 999.
Supplemental instructor: 57.53 per hour
Faculty mentor: 639 per year

Adjunct schedules ($ per payroll hour):

	DESK[d] --Credit Teaching-			EESK[d] --Nonclassroom— or sub			GESK --Sub cred teaching--			FESK[d] --Noncredit Teaching— or sub		
Row/Col	K*[ef]	L*[e]	M[e]	K	L	M	K	L	M	K	L	M
1	66.77	83.25	83.25	63.03	76.15	76.15	72.33	87.38	87.38	60.89	73.55	73.55
2	68.91			65.05			74.64			62.83		
3	71.11			67.13			77.03			64.85		
4	73.39			69.28			79.50			66.92		
5	75.74			71.50			82.04			69.06		
6	78.16			73.78			84.67			71.27		
7	80.66			76.15			87.37			73.55		
8	83.24			78.58			90.17			75.91		
9	85.91			-			93.06			78.34		
10	88.66			-			-			-		

Notes:
[d] For posted doctoral degree add $2.12 for DESK, $1.07 for EESK, and $1.26 for FESK.
* Plus $15.62 office hour differential
[e] Plus $2.37 equity differential for loads 12 – 18
[f] Plus $3.56 equity differential for loads 12 – 15.

Adjunct schedules (Continued)

The total salary per term for one standard hour of credit or noncredit teaching, using the pay by course method, is 20 times the rate shown in the (DESK or FESK) schedule. For all schedules, column K has 3.2% between steps. DESK is for credit teaching in Fall, Winter, Spring and Summer. For credit teaching in Column K, the office hour differential per standard hour is 20 times the rate shown above. Regular classified with adjunct credit are on Column L. The $2.37 hourly equity allocation from the State will, if continued, result in continued payment of an equity payment to credit adjunct teachers in disciplines with fulltime Standard Teaching Hours from 12 to 18 inclusive, as shown in Table A of Article 13, in Fall, Winter, Spring and Summer. The method for this equity payment distribution has been agreed to be a differential on the adjunct credit teaching schedule DESK, contingent upon funding.

Coaching stipends in Dollars ($) - payable to a single person (may not be split):

Sport	Walk-On Head Coach (0811)	Head Coach - Fulltime (0741)	Walk-On Assistant Coach (8141) †	Assistant Coach - Fulltime (0741)
Football	15,285	10,212	8,982	7,803
M/W Cross Country	10,410	8,872	7,954	6,852
M/W Water Polo	10,410	8,868	7,956	6,852
M/W Soccer	10,806	9,000	8,211	6,984
M/W Volleyball	12,915	9,951	9,879	7,929
M/W Basketball	20,424	9,944	12,056	9,944
Baseball	13,704	10,752	10,520	8,864
Softball	12,780	10,212	9,879	8,868
M/W Swim Dive	12,780	10,212	9,879	8,328
M/W Track/Field	12,780	10,212	9,879	8,328
M/W Tennis	12,780	10,212	9,879	8,328
Wrestling	12,915	9,951	9,879	7,929
Badminton	13,707	10,752	10,521	8,868
Golf	11,736	8,616	8,988	6,600

Athletic Coaching Stipend for Playoffs (all coaching assignments): $659 per week for up to three weeks in a single payment at the end of the month during which the last playoff week concludes.

Athletic Director Stipend: $2109 per intercollegiate sport offered at the college, except if the college offers football, which counts for two stipends.

†The Faculty unit does not represent walk-on assistant coaches. These stipend amounts are listed as a courtesy and are the same as the 17-18 rates as the Board of Trustees has not yet approved an increase in 18-19 for this classification.

Timeline Notifications

This chart lists the due dates for offers of assignments, census rosters, grade due, and other important issues related to all faculty, especially adjuncts. Any delays or violations should be reported to your chapter president and/or grievance representative.

Notification	Contract Requirement
Census Rosters due (by faculty)	Second week of the Semester
Fall/Spring Semester Offers: Chairs shall plan adjunct rate assignments and *notify* faculty of their initial proposed assignment and any subsequent changes.	In a timely manner (Art 16. D) Week 1: chairs send availability grids Week 5: chairs send out proposed offers Week 9: chairs send staffing to Academic Affairs Week 10: Academic Affairs sends out offers
Bumping or class cancellation (Academic Affairs)	Allowed within the first two weeks of the semester only. (Art 16. G.)
Intersession: Notices to faculty to determine availability	End of third week (Art. 15. A2)
Seniority Lists: Chairs provide updated seniority discipline list to VP of Academic Affairs.	By census date (Art. 16, C1)
Adjunct Rep Elections	Spring semester on even years (Art. 17. B3)
Department Chair elections	Spring semester—Adjunct Reps vote (Art. 17. B3)
Intersession: Chairs submit intersession priority lists to dean.	End of fourth week (Art. 15. A2)
Intersession Offers: initial offers of assignment for next intersession.	End of sixth week (Art. 15.A2)
Intersession Responses: required response to offer of intersession assignment.	Ends of eighth week (Art. 15.A2)
Seniority Lists: Required distribution of the seniority lists (electronic copies or upload to college website by VP of Academic Affairs.	By week eight (Art.16 E2)
Fall & Spring semester offers: Official offers of assignment(s) for next semester (Academic Affairs)	Be week eight (Art. 16, E2)
Fall/Spring assignments: Faculty **not** offered assignment are informed in writing.	At the earliest possible time in planning process (Art. 16. E2)
Intersession: All assignments are filled	End of week twelve (Art. 15, A2)
Evaluation outcome **due** to Evaluee	Week twelve (Art. 19. G2)
Evaluation responses: Response to evaluation and/or request for the comprehensive evaluation by the evaluee	Within 10 business days of receipt of evaluation results (Art. 19, G2)
Grades Due	No later than 5 college work days after the last day of the final period (Art. 13. D8g)

Unemployment Benefits

(Cervisi Decision)

Subject: Cervisi et al. v. UnemploymentInsurance Appeals Board

I. SUMMARY

This Directive transmits the decision issued by the California court of Appeal, First Appellate District on March 31, 1989. The, decision requires a change in the interpretation of what constitutes reasonable assurance for nontenured, part-time instructors who are employed byan institution of higher education.

II. BACKGROUND

A. Court Case

The claimants were part-time, hourly instructors who were employed by a community college district. They completed their assignments at the end of the spring semester and applied for unemployment insurance benefits for the period between the spring and fall semesters.

The Department held that they were not eligible for unemployment insurance benefits as they had "reasonable assurance" of being employed by the school employerin the succeeding school year. The claimants appealed and the Department's decision was affirmed by an Administrative Law Judge (ALJ). The claimants appealed from the ALJ's decision and the Board affirmed the ALJ's decision.

The Claimants filed a petition for a writ of mandate. The Superior Court ruled that the claimants did not have reasonable assurance. The Board appealed from the Superior Court's decision and the Court of Appeal affirmed the decision by the lowercourt.

The Superior Court in its decision held that the record established in the administrative proceedings clearly demonstrated that the assignment given to the hourly instructors depended on the classes obtaining sufficient enrollment. The Court noted that the assignment form issued to the instructors stated that "employment is contingent upon adequate class enrollment." The Court also held that the record established that district enrollment had dropped. The Superior Court concluded that the offers of employment made by the school employer were "contingent on adequate enrollment, funding, and the approval of the District's Board of Governors."

The Superior Court concluded that "under the statute, an assignment that is contingent on enrollment, funding, or program changes is not a 'reasonable assurance'
of "employment."

The Court of Appeal adopted the Superior Court's findings and held that a contingent assignment is not a "reasonable assurance" of continued employment within the meaning of Section 1253.3.

B. Reasonable Assurance Prior to Cervisi

Prior to Cervisi, when determining whether a nontenured, hourly instructor had "reasonable assurance," we applied the principles established in Russ. In that case the Court held that an individual who worked in a nonprofessional capacity had "reasonable assurance" even though the school district for which she worked had not received federal funding at the end of the school year. The Court held that there was a history of individuals in that classification working under the same conditions and therefore there was "reasonable assurance" since the statute did not require there be a guarantee of employment.

The Department applied the principles established in Russ to employees who worked in a professional capacity as well as to those who worked in a nonprofessional capacity. These individuals who are employed bythe schools have generally attained

permanent civil service status and are assured of employment if they have not been given appropriate notice of termination.

C. Effect of Cervisi
The provisions of Cervisi are applicable only to non-tenured, hourly instructors employed by an institution of higher education. Such individuals are not subject to disqualification under the provisions of Section 1253.3 if the offer of employment (whether made orally or in writing) contains the proviso that the employment is contingent on class enrollment or funding.

D. Substitute Teachers
The provisions of Cervisi do not apply to substitute teachers. We will continue to apply the principles in Long Beach. The Court of Appeal in Cervisi made reference to the trial court distinguishing Cervisi from Long Beach. See Section III. A.3 of the School Employee Claims Handbook for a discussion of the Long Beach case.

Substitutes would have "reasonable assurance" if the school employer offers them work as substitutes in the next school year or term and they are expected towork under substantially the same economic terms and conditions as they did in the prior school year or term.

III. REFERENCE
School Employee Claims Handbook, Sections III., IV. A. and IV. B.

IV. ACTION REQUIRED
A. Completion
Follow existing procedures as contained in the School Employee Claims Handbook, Section IV. B, for scheduling the claim appropriately. There are no changes in these instructions. If the claimant states that he or she has an offer of work with a school employer, schedule the claimant for a determination interview.

B. Determinations
Effective immediately, apply the principles established by the Court of Appeal to determine whether an individual who is a nontenured, hourly instructor has "reasonable assurance."

If it is established that the offer (whether made verbally or in writing) is contingent on funding or enrollment, the claimant is not subject to disqualification under the provisions of Section 1253.3.

Token Offer of Employment
If the school employer reports that the school will guarantee the individual employment of one or two weeks while determining whether the class obtains sufficient enrollment, this does not constitute "reasonable assurance." This would be considered to be token offerof employment and not a bona fide offer. Therefore, the individual who receives such an offer, would not be subject to disqualification under Section 1253.3.

Offer of Employment With Other School Employer
If an individual, who is a nontenured, hourly instructor employed by an institution of higher education, also works for a lower education school employer (grades K through
12) and has an offer of work with this employer and the economic terms and conditions are substantially the same, the individual would be subject to disqualification under the provisions of Section 1253.3. Under the provisionsof Section 1253.3, all school wages are subject to denial if there is a finding that an individual has "reasonable assurance" of employment with a school employer in the post-recess period (refer to Section VII. E. of the School Employee Claims Handbook).

Adjunct faculty have four retirement plans

	STRS Defined Benefit (DB) Classic:** *Traditional defined benefit plan for all certificated employees hired before Dec 31, 2012. DB retirement benefits are based on a formula set by law using your age, service credit and final compensation.*	**STRS Defined Benefit (DB) PEPRA:** *All new certificated employees **hired on or after January 1, 2013**, and were not already members of the Defined Benefit, are required to be enrolled in the STRS DB & CB PEPRA plans.*	**STRS Cash Balance (CB)**	**PARS** **PARS is no longer open to new enrollees, as per Executive Board decision in Spring 2017.**	**Social Security**
Employee Contribution	July 1, 2016: 10.25%	July 1, 2016: 9.205%	4.0% of salary 4.0% of salary***	3.5% of salary	6.2% of salary
LACCD Contribution	July 1, 2018: 16.28% July 1, 2019: 18.13% July 1, 2020: 19.10%	July 1, 2018: 16.28% July 1, 2019: 18.13% July 1, 2020: 19.10%	4.0% of salary	4.0% of salary	6.2% of salary
Vesting	5 years full-time teaching—part-timers will take longer to vest; e.g. 50% load would require 10 years of service	5 years full-time teaching—part-timers will take longer to vest; e.g. 50% load would require 10 years of service	Immediate	Immediate	40 calendar quarters
Benefits Summary	Lifetime monthly allowance based on service credit x age x salary formula (2%@60)	Lifetime monthly allowance based on service credit x age x salary formula (2%@60)	Choice of lump sum (annuity options with account balance over $3500.	Lump sum paid= total contributions plus interest accrued	Lifetime monthly payments, minus possible offsets via WEP (Windfall Elimination Provision)
Withdraw Early	Receive only employee contribution, lose employer contributions	Receive only employee contribution, lose employer contributions	Receive employee + employer contribution. Federal income tax may be withheld. (Need to file a Resignation with LACCD).	Receive employee + employer contribution.	Not possible
Additional Information	**Contributions rates for employees and employers are increased incrementally starting July 1, 2014 as per AB 1469 (Bonta) and will continue through 2021. Additional information at: http://www.calstrs.com/calstrs-2014-funding-plan	**Contributions rates for employees and employers are increased incrementally starting July 1, 2014 as per AB 1469 (Bonta) and will continue through 2021. Additional information at: http://www.calstrs.com/calstrs-2014-funding-plan	***Note that the employee contribution rate cannot be less than the employer contribution rate, *starting with contracts entered into or changed on or after January 1, 2014.* http://www.calstrs.com/cash-balance-benefit-program	Please contact Gloria Moreno when requesting the "PARS Request for Distribution" form at (213) 891-2205. If you need to contact PARS directly, their number is (800) 540-6369.	More about the WEP offset: https://www.ssa.gov/planners/retire/gpo-wep.html

LA College Faculty Guild, AFT 1521

(323) 851-1521

www.aft1521.org