

Article 5

Non-Discrimination and Workplace Collegiality

The Board and the AFT agree not to discriminate against any faculty member on an unlawful basis. The Board and the AFT agree to comply with all federal and state laws regarding non-discrimination.

Reprisals of any nature shall not be taken against faculty members for exercising their union rights.

In addition, ~~the~~ Board and the AFT shall strive to promote a collegial and non-hostile workplace for all District employees. A collegial workplace is one of respect between employees; it is a cooperative environment for educating our students.

Unlawful Discrimination Concerns:

Faculty with concerns regarding unlawful discrimination, ~~and/or sexual harassment,~~ retaliation, and/or sexual harassment should contact the local Title IX Coordinator, Discrimination, Harassment, and Retaliation (DHR) coordinator, and/or the District's Office of Diversity Programs, Equity, and Inclusion.

Non-Collegiality Concerns (Appendix O):

Department or division chairs as part of their Article 17 D duties have an obligation to facilitate strong collegial relationships, and teamwork among the full and part-time faculty and staff and to facilitate adherence to applicable professional standards. Faculty with concerns regarding non-collegiality issues not resolved informally or that are not appropriate for resolution at the department/division level shall take report those concerns to the appropriate college vice president for informal consideration, resolution, or referral ~~If informal resolution is not reached,~~ by submitting an incident report form may be submitted. See Appendix O.

Appendix O complaints are those where employees are exposed to hostile acts that are severe and pervasive. The college vice president or designee will initiate an inquiry to make an initial determination as to the conduct identified in the complaint (Appendix O) is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

The results of the initial inquiry shall be provided to the complainant within 15 working days of the submission of the original Appendix O form to prevent the escalation of the issue reported. The final response shall be provided to the complainant within 45 working days of the initial Appendix O submission date. The final report shall include the initial inquiry and any subsequent investigation results. The response shall be provided to the complainant utilizing Appendix P.

~~The Board and the AFT agree not to discriminate against any faculty member on an unlawful basis. The Board and the AFT agree to comply with all federal and state laws regarding non-discrimination.~~

~~Reprisals of any nature shall not be taken against faculty members for exercising their union rights.~~

~~Faculty with concerns regarding unlawful discrimination and/or sexual sexual harassment should contact the District's Office of Diversity Programs.~~

~~Faculty with concerns regarding non-collegiality issues may take those these concerns to the appropriate college vice president for informal resolution. If informal resolution is not reached, an incident report form may be submitted. See Appendix O.~~

Appendix O issues are the responsibility of the administration to investigate and resolve. Violations of this article are not grievable except for management's failure to complete an inquiry or investigative process and report back to the complainant within the specified timeline. Timelines may be extended due to availability of the relevant parties or witnesses associated with the complaint.

Board of Trustees Rights and Responsibilities

The Board of Trustees of the Los Angeles Community College District has all the customary and usual rights, powers, functions, and authority established in California Government Code Sections 3540-3549.3. Except to the extent limited by the specific and express terms and conditions of this Agreement, the management, direction, supervision (including the right to observe classroom activity after prior notice is given to the instructor in writing at any time during the semester or term of the observation), and control of the Los Angeles Community College District operations, working force and facilities are vested in the Board of Trustees. The Board of Trustees delegates authority to the District for the right of assignment and will assign contract and regular faculty members to a schedule of classes or other scheduled duties that fall within the normal academic workday, work blocks, workweek, and conforming to any limitations as collectively bargained while retaining the discretion to assign faculty to other reasonable schedules as necessary to meet the needs of students, the colleges and their programs. Except to the extent limited by the specific and express terms and conditions of this Agreement, the right to select, direct and control the District business operations and working force; to hire, transfer, and lay off employees, and to suspend employees in accordance with Education Code Section 87668 or discharge employees for the just causes listed in Education Code Section 87732; and the right to require employees to observe written rules and regulations not inconsistent with this Agreement, are all vested in the Board of Trustees of the Los Angeles Community College District.

The Board of Trustees may legally delegate or assign any Board rights or responsibilities to management or to such other official persons, divisions, departments and committees as it shall determine appropriate.

Article 8

AFT Rights

~~A.~~ Pursuant to Government Code Section 3540.1(i)(1), any unit member whose current AFT membership and dues deduction authorization are dated prior to the expiration date of this current Agreement shall maintain her/his membership in the AFT for the term of this Agreement. It is provided; however, nothing herein shall deprive the employee of the right to terminate AFT membership within a period of thirty (30) calendar days immediately following the expiration date of this Agreement.

~~B.~~ A. Each member of the AFT shall be entitled to payroll deduction for membership dues to the AFT. Any unit member who is paying dues through payroll deduction may stop making payments by giving written notice to the Guild pursuant to the Authorization for Dues Withholding from Earnings section of the membership form. The District will honor the employee's dues authorization unless the AFT notifies the Human Resources Division in writing that the employee has revoked such authorization. The District will not stop the dues deduction until notified by the AFT.

The AFT shall ~~calculate~~ determine the percentage amount to be deducted and advise the District of ~~that the percentage amount~~ to be withheld in each particular case. Such deductions shall be effectuated as soon as it is administratively feasible.

~~Any employee who is paying dues may stop making those payments by giving written notice to the Union during the period not less than thirty (30) and not more than forty five (45) days before the expiration of the current Agreement.~~ Additional deductions shall be remitted by the District in accordance with law or mutual agreement of the parties. Such deductions shall include "Tax Sheltered Annuities (TSA)," 403 (b), 457 (b), COPE, legal defense, IRC-125 accounts, and insurance. ~~The AFT shall calculate the amount to be deducted and advise the District of that amount to be withheld in each particular case. Such deductions shall be effectuated as soon as it is administratively feasible.~~

~~CB.~~ In the event this Article becomes inoperative by operation of law or by a court or other tribunal of competent jurisdiction, any employee who has completed an AFT dues deduction authorization may stop making those payments by giving written notice to both the employer and the Union during the period not less than thirty (30) and not more than forty-five (45) days before the expiration date.

~~DC.~~ The District shall not be liable to the AFT by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the wages earned by the employee. The AFT agrees that it shall pay reasonable attorney fees, indemnify and save harmless the District, its officers, employees, and agents against any and all claims, demands, actions, or proceedings for any liability arising from compliance with this Article, or in reliance of any list, notice, certification or authorization furnished under this Article. The AFT, in addition, agrees it should refund to

District any sums paid to it in error.

- ED.** The AFT shall have the right of access at reasonable times to areas in which faculty members work, the right to use institutional bulletin boards, mailboxes, faculty college-wide email, and other means of communication, subject to reasonable regulation, and the right to use institutional facilities and equipment provided that such use or access shall not interfere with nor interrupt normal District or campus operations nor shall such use cause an additional or an increased maintenance cost to the District. In cases of use or access that will result in additional costs to the District, arrangements shall be made prior to use for reimbursement to the District by the AFT. Rules relating to civic center permits shall apply to AFT meetings except AFT is not required to have a civic center permit and is not required to pay for the permit except as indicated above if additional costs to the District are incurred. Meetings which could include political rallies may be sponsored by AFT provided that all advertisements are clearly identified that AFT is the sponsoring organization.
- FE.** The AFT shall be entitled to representatives at all Board meetings and shall be allowed to speak on any item on any agenda in accordance with existing Board rules. AFT shall be furnished Board agendas and minutes at the same time as such are made available to the public.
- GF.** Subsequent to mutual agreement on the format, preliminary copies of this Agreement shall be available in electronic form within thirty (30) days and final versions printed at the shared expense of the parties within ninety (90) days after it is ratified by the faculty and approved by the Board. A copy shall be distributed by the AFT to each faculty member now employed. The District shall distribute a copy to all new full time and adjunct faculty members as part of the faculty hiring process.
- HG.** Upon written request of AFT, the Board shall furnish to the AFT all available information that is available to the public concerning items affecting the bargaining unit, including but not limited to financial reports and audits, rosters of all personnel, tentative budgetary requirements, allocation of State and Federal funds, student enrollment data, and such other information as will assist the AFT in developing intelligent, accurate, informed, and constructive programs on behalf of the faculty and students, together with information which may be necessary for the AFT to process any grievance or complaint. The Board shall also furnish to the AFT all names, telephone numbers and addresses of employees assigned to the Faculty Unit based on current information in District computer files. The District shall provide the AFT a copy of the database documentation maintained by its technical staff. Corrected documentation shall be provided to the AFT as it becomes available. ~~In addition, the District shall provide to the AFT by the fifth week of each semester, lists of all faculty with active assignments by discipline both District-wide and by campus/worksite.~~

II. The District shall provide the AFT, the “exclusive representative”, with the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the employer, and home address of newly hired employees within 30 days of hire or by the second pay period of the month following hire. The District shall provide this information for all employees in the bargaining unit by the 5th week of each fall term and every 120 days thereafter, except as specified for certain provisions regarding the privacy of public records. At the close of each pay period, the District shall provide the AFT with a list of all newly employed and newly terminated faculty members. Name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses, addresses, telephone numbers and location shall be provided in electronic form to the AFT by the District as soon as possible but no later than the 5th week of each fall term and every 120 days thereafter. All AFT access to District data in electronic form shall be via extract files. The AFT shall, at its request, be provided access to the LACCD network to include use of E-mail as an addressee, Internet access, and limited file transfer, but not including timesharing, or other services such as word processing. Access to the appropriate District administrative systems shall be provided as agreed to in consultation between the AFT and the District. The AFT shall bear the cost of one-time (startup) charges and monthly charges associated with implementing and maintaining such network access.

In accordance to Government Code §6254.3(c), an employee can request that the District refrain from disclosing the above information to AFT upon written request to the Division of Human Resources.

I. The District shall provide AFT mandatory access to all new employee orientations. AFT shall receive no less than 10 days’ notice in advance of any District or college new employee orientation meetings. New employee orientation means the onboarding process of a newly hired employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties, and responsibilities, or any other employment-related matters. During new employee orientation, AFT representative(s) shall be entitled to one 30-minute period to make a presentation, present written materials, and meet with new hires. An AFT membership application will be distributed and collected by the AFT representative(s).

J. Designated representatives of the Board and the AFT shall meet on a mutually agreed-upon date, place, and time at least once every month for the purpose of reviewing the administration of the Agreement in force and attempting to resolve any other problems that may arise. Both parties may submit an agenda for discussion.

K. The college president, or designee, and the designated campus AFT representative shall meet on a mutually agreed-upon date, place and time at least once a month for the purpose of reviewing the administration of the Agreement articles relating solely to campus matters. Both parties may submit an agenda for discussion.

L. Upon written request of the AFT at least six (6) weeks in advance of the beginning of any semester, the Board shall grant a maximum of 8.5 ½ FTE of D-basis released time with pay as

designated by the AFT. Such reduced load privilege is for the purpose of facilitating the AFT's processing of grievances and the implementation of the Agreement.

M. Any adjunct faculty member may be elected or appointed as an officer, representative, or delegate to a bargaining agent AFT position that normally carries released time (and/or compensation by the AFT) when held by a full-time faculty member. When this occurs, the adjunct faculty member shall be assigned the agreed upon number of hours in a non-classroom adjunct rate or supplemental instructor assignment. This assignment shall be separate from any adjunct rate teaching assignment(s) under Ed. Code 87482.5(a) he/she may have and shall be considered ancillary service as per Education Code Section 87482.5(c). The elected and/or appointed adjunct faculty member shall be assigned a schedule that, to the extent possible, allows him or her to carry out his or her duties and responsibilities as a bargaining unit representative and an adjunct faculty member. The college administration shall work with the AFT representatives to coordinate the assignment of the elected or appointed adjunct instructor in a reasonable manner.

Article 9

Work Environment

This Article covers all faculty work spaces, on campus. For off campus locations that are not owned by the District, the Faculty Guild will have an opportunity to review Memorandums of Understanding for CCAP agreements prior to the District contracting with outside entities.

A. The District shall provide conditions for a safe, healthful, and sanitary work environment conducive to effective teaching and learning. This shall include sanitary and adequately maintained restrooms ~~and other comfort facilities,~~ and lactation spaces in accordance with California Labor Code. Notwithstanding power outages at the college or central plant, regular maintenance and/or repairs or other emergency situations which might impact the HVAC system, the District shall provide temperature-controlled environments in the range of 66-75 degrees F in winter and 75-82 degrees F in summer in classrooms, offices, and other indoor spaces for the performance of work duties. Faculty work environments ~~should~~ shall be maintained routine-scheduled maintenance, and cleaning, with scheduled inspections at a minimum of Association of Physical Plant Administrators (APPA) cleaning standards level 3, and routine maintenance, including such cosmetic maintenance improvements such as painting and flooring by January 2022 based on the District's cleaning initiatives and timelines.

B. Faculty Office Space

Faculty office space shall be assigned as follows:

1. Full-time faculty shall be provided with office space that includes a desk, a chair, access to a computer with internet and intranet (including Portal/ESS) access, accessible and operational wireless technology, a telephone with voice mail and secure ~~file and storage space. equipment.~~
2. Department chairs and counselors should be assigned offices that provide both visual and auditory privacy, in addition to the items in B.1.
3. AFT chapter presidents and grievance representatives should be assigned offices that are private ~~whenever available~~, in addition to the items described in B.1.
4. Adjunct faculty shall have access to office space that is conducive to fulfilling their job duties, including meeting with students. This space shall include a desk, a chair, a computer with internet and intranet (including Portal/ESS) access, accessible and operational wireless technology, a telephone with voicemail, and secure storage space. Department chairs shall take appropriate action to fulfill the District's responsibility to provide such office space.

If individual departments cannot provide private or semi-private office space, the college shall provide adjunct faculty with access to space on campus that meets the requirements in B.5.

5. Office space must be available during all college operational hours.
6. Faculty shall be provided access to a room on campus suitable for videoconferencing, audio, and video recording.

C. Instructional and Technical Support

The District and college shall provide instructional supplies and materials, reprographic, multimedia, and computer services (including internet, intranet, accessible and operational wireless technology, Portal/ESS, e-mail access, and technical support) to all faculty in a manner that meets their instructional needs (including availability for evenings, weekends, satellite locations, and to the extent practicable, at outreach locations) or provide email access for reprographic orders. Use of such services shall be limited to District instructional activities only. The Office of Information Technology in collaboration with the colleges ~~Each college~~ should develop a plan and budget for replacement and upgrading of technology, software, and equipment, ~~and furniture~~.

Whenever practicable, ~~T~~the District ~~should~~ shall use best practices and approved standards for district-wide procurement to acquire software and online training programs for the colleges.

The District and college shall provide all faculty with access to assigned classroom space, regardless of assignment location, by issuing appropriate keys or making provisions for unlocking doors by the first class meeting (or first day of the assignment for non-classroom faculty) and continuing to ensure the door is unlocked before the class meeting time until a key is provided.

D. Health & Safety

The District and the faculty ~~shall~~ who conduct ~~all~~ activities on campus shall conduct them in accordance with established health, safety, fire, and applicable OSHA and ADA regulations.

1. Safety

- a. Ensure adequate lighting with an emphasis on safety throughout the college with special attention paid to time changes.
- b. Assign instructional support to departments for classrooms and laboratories where specialized expertise is essential for safety and instruction as deemed appropriate by vice president or designee.
- c. Lab equipment shall be inspected and maintained regularly by the appropriate staff.
- d. An LACCD or college identification card shall be made available to faculty by June 1, 2021.
- e. Functional and monitored security cameras shall be placed in outdoor and public spaces in accordance with the District's security project.
- f. The colleges will secure the campus at the close of each business day.

2. Health

- a. College facilities will be maintained to meet the District's ~~standards~~

cleaning initiatives. These include ~~restrooms~~, classrooms, common areas, pool areas, showers, locker rooms, and food service areas.

- b. All smoking (including e-cigarettes) and the use of tobacco products shall be prohibited in all buildings occupied for District use according to District and State policies (Board Rule 2419).

3. Emergency Preparedness

- a. An emergency preparedness plan shall be maintained. This plan shall be annually made available to the campus community.
 - b. Earthquake, fire, active shooter, and threat assessment operational plans shall be updated annually. Appropriate training should be provided consistent with the plans.
 - c. A minimum of one day and one evening drill shall be held ~~per semester~~ twice a year, notwithstanding any unforeseen circumstances. Participation of faculty is mandatory for those on campus at the time.
 - d. Participation in training is encouraged and may be used for professional development credit.
 - e. The campus community is encouraged to sign up for the college's emergency notification system.
 - f. The college will provide emergency kits.
 - g. The Colleges will plan for emergency solutions for individuals with disabilities in order to ensure evacuation devices are readily available as specified on the District's evacuation plan.
 - h. Funds allocated for safety shall not be used for any other purpose.
- E. Each campus shall establish a Work Environment Committee (WEC) composed of faculty members designated by the AFT chapter president, administrators designated by the college president and other employees as designated by their contracts with the District.
- Faculty members shall comprise at least 50% of the whole committee. Faculty members shall also total at least twice the number of administrator members.
 - The chairperson of the College WEC shall be one of the faculty members and shall be elected by the committee. The chairperson ~~will~~ shall be reassigned ~~up to~~ a 0.2 FTE. The term of office shall be two (2) years.
 - Training in risk management shall be provided to assist committee members.
 - The WEC shall recommend policy and monitor all work environment matters including, but not limited to:
 - a. grounds and facilities
 - b. parking
 - c. classroom and instructional laboratory conditions
 - d. restroom facilities
 - e. allocation and conditions of faculty office space
 - f. air quality

- g.** temperature control
 - h.** day and night lighting
 - i.** health
 - j.** sanitation and safety (including visible presence of sheriffs and adequate response rates to emergency situations)
 - k.** progress toward the District's sustainable building efforts and other "green" practices
- To promote the goal of improving the quality of the work environment, the WEC shall develop recommendations regarding work environment issues and then seek to reach agreement with the administration so that the administration may implement these recommendations. Such recommendations shall be considered for implementation in the development of the annual college budget.
 - The Work Environment Committee shall track its recommendations and report the results to the faculty.
 - At the request of WEC, the president or designee shall provide the following:
 - a.** A copy of the quarterly report on projects underway
 - b.** Reports on progress and status of WEC recommendations
 - c.** A District comprehensive emergency plan annually with college appendices.
 - d.** Information related to OSHA and ADA compliance
 - e.** Classroom occupancy and hazardous materials information and signage

The chairperson of the WEC shall serve as liaison and mediator between the college president or designee and faculty on work environment issues, problems, and conflicts. The chairperson, with the assistance of the other committee members, will be responsible for performing the following duties:

- 1.** Organizing WEC meetings, establishing meeting agendas, and keeping meeting records.
 - 2.** Conducting periodic examinations of college facilities to identify and issues related to the WEC's role and to assist in monitoring the quality of the work environment.
 - 3.** Assisting the college administration's efforts to implement policies or procedures recommended by the WEC.
 - 4.** Participating on committees or task groups established to help program or design new facilities, or to develop plans regarding the renovation of existing facilities, including plans for office and storage space.
 - 5.** Coordinating or directing the college's procedure for allocating faculty office space.
- F.** In addition to its other responsibilities, the WEC shall develop and recommend standards regarding the provision of faculty office space and storage, which shall be applicable when new buildings are designed for construction on campus or existing

buildings are substantially renovated.

Article 12

Class Size

- A.** In order to ensure student success, at enrollment, the class size limit at the time of schedule development shall not exceed 42 students.
- Class size limits can be raised after consultation with the department chair, proposed faculty member, and the appropriate vice president or designee regarding the rationale and need for such an increase.
 - Wait-lists for classes shall be determined by the department or division chair under reasonable parameters approved by Vice President or designee.
 - The new class size limit shall be implemented effective spring of 2021.
- B.** ~~A.~~ Each department shall, as a goal, maintain an average class size of 34 students at census.
- If a class is at its enrollment limits, students may only be added with the permission of the faculty member.
 - Beginning with the first day of the term, if a class is not at its enrollment limit, students may self-enroll before the second-class meeting of the term.
 - In no way is this goal intended as a device for calculations related to a reduction of class offerings. Class offerings are determined by an array of data including but not limited to student demand, articulation agreements, graduation requirements, facility limitations, equipment limitations and others
- C.** ~~B.~~ The average class size shall be set at a reduced goal if:
- State or Federal laws or regulations or accrediting agencies such as that for Allied Health (or Nursing) restrict the teacher-student ratio for classes offered by the department, or
 - The facilities of the department or number of workstations, or where equipment, supervision or safety requirements restrict the size of the classes, or
 - The Chancellor grants an exception based upon the recommendation of the college president or his/her designee.

D. ~~C.~~ Departments exempted from the average class size under Section B.2. shall have their new average class size approved by the college president in consultation with the AFT chapter president. This information shall be provided to the AFT and the Office of Academic Affairs.

E. ~~D.~~ To ensure compliance with this Article, the college president must take such steps as are reasonable and consistent with the terms and conditions of this Agreement.

F. ~~E.~~ The college president or designee, in consultation with the department chair, shall establish class section enrollment limits in excess of the average class size goal to ensure compliance with this article and provide the information to the Office of Academic Affairs.

G. ~~F.~~ Responsibility for canceling classes because of low enrollment or low attendance shall rest with the appropriate vice president or designee, after in consultation with the department, or division chair, and whenever possible, the faculty member involved whenever possible. After schedule development and assignment offer letters have been accepted by the assigned faculty members, Except as provided in Section G, the vice president or designee may not cancel a class for low enrollment any earlier than the three (3) week period prior to the scheduled start date of the class. Classes with at least thirteen (13) students enrolled during this three (3) week period shall not be cancelled at any time before the end of the first-class session.

if the number of students enrolled or attending is fewer than fifteen (15) at the end of the first-class session, the vice president or designee may cancel the class for low enrollment or low attendance. Similarly, the vice president or designee may cancel the class for low attendance at any time during the first two weeks of the academic semester (or the first 10% of the term-length for a class scheduled for a period that is shorter than the academic semester), if the number of students actually attending is fewer than fifteen (15). Notice of cancellation due to low attendance shall be provided to the faculty member at the time of the cancellation.

~~**G.** The appropriate vice president or designee, in consultation with the department chair may cancel an "advanced class" for low enrollment at any time before the first class session if the number of students enrolled is fewer than eight. Similarly, the vice president may cancel an "advanced class" for low attendance at any time during the first two weeks of the academic semester (or the first 10% of the term length for a class scheduled for a period that is shorter than the academic semester) if the number of students actually attending is fewer than eight.~~

- H. Responsibility for canceling classes having “advanced class” status because of low enrollment or low attendance shall rest with the appropriate vice president or designee in consultation with the department or division chair, and whenever possible the faculty member. After schedule development and offer letters have been accepted by the assigned faculty members the vice president or designee may not cancel an “advanced class” for low enrollment any earlier than the three (3) week period prior to the scheduled start of the class. Advanced classes with at least six (6) students enrolled during this three (3) week period shall not be canceled before the first-class session. If the number of students enrolled is fewer than eight (8) at the end of the first-class session, the vice president or designee may cancel the advanced class for low enrollment. Similarly, the vice president or designee may cancel the advanced class for low attendance any time during the first two (2) weeks of the academic semester (or the first 10% of the term-length for a class scheduled for a period that is shorter than the academic semester) if the number of students actually attending is fewer than eight (8). Notice of cancellation shall be provided to the faculty member.
- I. The college president or designee and the AFT chapter president shall, after consulting with the college Academic Senate president, determine which classes are “advanced classes” subject to this section. The appropriate vice president or designee shall maintain a list of all “advanced class” classes per discipline. The lists must be available to department chairs upon request.
- J. ~~H.~~ Departments currently meeting or exceeding class size goals have the right to schedule their own classes within reasonable parameters established by the appropriate vice president or designee, in consultation with the department chair. (Examples of such parameters include, but are not limited to, the need to strike an appropriate balance between day and evening class offerings, and the need to coordinate schedules among departments, where appropriate). Scheduling in departments not meeting class size goals shall be done with the approval of the appropriate vice president or designee.
- ~~I. Beginning with the first class session, students may be added only with permission of the faculty member.~~

Assignment

A. Assignment, Full-Time

1. Definitions

Standard Hour for Classroom Faculty. A Standard Hour is equivalent to one hour per week for a standard semester of eighteen weeks. For shorter academic terms, actual hours of teaching or service (including, but not limited to, office hours) shall be appropriately compressed to conform to Carnegie Unit requirements and the following illustrative examples:

Weeks in Term	Days of Instruction Fall	Days of Instruction Spring	Total Days of Instruction	Professional Development Days	Total Duty Days
18	85	86	171	4	175
15	75 - 77 ¹	75 - 77 ¹	152	5	157

Compression for a 15-week term:

$$175/157 = 1.11$$

30 hours/week x 1.11 = 33.3 = 33 hours 20 minutes → 33.5 hours

35 hours/week x 1.11 = 38.9 → 39 hours

5 office hours/week x 1.11 = 5.6 = 5 hours 35 minutes

Standard Hours for Non-Classroom Faculty schedules shall include a minimum of 0.20 FTE of the regular assignment (Table B of this article) for Professional Time to allow for flexibility within a scheduled work plan. This flexibility is needed to meet the dynamic needs of students as well as time needed for other faculty obligations and activities as listed in Appendix Q.

Professional Time is defined as non-student contact time allocated to facilitate campus and other Faculty Duties/Obligations/Activities consistent with Appendix Q. Professional Time shall be scheduled prior to the beginning of each Academic term. Professional time cannot be accrued and carried over week to week.

Professional time must be performed on campus for work-related inquiries. Professional time allows Faculty to follow up on emails, engage in student follow up, attend meetings, work on recommendations letters, complete data-related entry (e.g. MIS input), complete forms, as well as engage in other campus and Appendix Q duties and activities.

Scheduling of professional time will be done by the Faculty based on student demand but can be adjusted in accordance to Article 13. D.1.

Academic Year. The academic year begins on July 1 and ends on the following June 30. An academic year includes the fall and spring semesters, any winter intersession scheduled during the year, and any summer sessions associated with the year for attendance accounting purposes. For the purposes of this Article, any course, or any Standard Hour of non-classroom work, that is assigned to a faculty member and explicitly designated as a part of his or her

regular load shall be included in calculating the portion of a Standard Teaching Load or Standard Work Load he/she has served for the academic year in which the assignment was completed.

Annual Load. A faculty member's Annual Load obligation (as shown on the District Annual Load Form, Appendix N) to the District shall be met as defined below:

Standard Annual Load. Complete half of the annual assignment during the fall semester and the other half during the spring semester, with any extra assignments receiving extra pay. Unless a 10-month (C basis) faculty member requests and is authorized to serve a portion of his or her annual obligation during an intersession and/or as an overload, the faculty member's annual obligation will be fulfilled during the fall and spring semesters.

Non-Standard Annual Load. Complete the annual load with a combination of assignments (including overload/underload) in any term, fall, winter, spring or summer, with required advance approval by both the department chair and the vice president of Academic Affairs. A non-standard 'annual load' assignment must be completed during one academic year, from July 1 through June 30 of the following year. See Appendix N for the Annual Load Form. Faculty with non-standard annual load assignments are subject to all the related duties specified in section D 8 of this article.

Assignment. The duties, hours, and/or courses assigned to a given faculty member by the District. Faculty are eligible for illness benefits and receive pay for holidays. Faculty do not earn vacation (Appendix D).

- C Basis – Faculty work 10 months beginning with the opening day of the Fall semester and ending with the closing day of the Spring semester (Appendix D).
- D Basis – Faculty work 240 payroll days, between July 1 and June 30. Employees are eligible for illness benefits and receive pay for holidays. Faculty must take a sufficient number of non-duty days, as directed and approved by their college president or designee, to ensure that not more than 240 days of pay are received. The number of non-duty days (20, 21, or 22) is determined by first calculating the total number of calendar workdays and then subtracting the number 240 (Appendix D).

2. **Classroom Faculty Members.** Each course in a college catalog shall be assigned a Standard Load Factor (SLF) which shall be calculated by dividing the Standard Hours for the course by the appropriate teaching load specified in Table A. Except as otherwise provided in this Agreement, full-time classroom faculty members paid on a monthly rate basis on the Preparation Salary Schedule shall be assigned 100% of the applicable Standard Teaching Load for their disciplines each academic year.
3. **Library Faculty.** Each Standard Hour of work as a librarian shall be assigned a Standard Load Factor (SLF) calculated by dividing one Standard Hour by the appropriate work load specified in Table B. Except as otherwise provided in this Agreement, full-time librarians paid on a monthly rate basis on the Preparation Salary Schedule shall be assigned 100% of the applicable Standard Work Load for librarians each academic year. Library staffing levels shall be reviewed as part of the regular deliberations of the Faculty Hiring Prioritization Committee and in conjunction with the regular program review process to determine department progress toward meeting library staffing standards as stipulated in the California Code of Regulations Title 5 § 58724. Library department chairs shall be assigned as 12-month basis (D-basis) employees. Whenever libraries are open to provide library services to students, they shall be under the supervision of academic personnel as stated in the Education Code § 78103.

¹Sum of fall and spring days must equal 152 instructional days.

- 4. Counseling Faculty.** Each Standard Hour of work as a counselor shall be assigned a Standard Load Factor (SLF) calculated by dividing one Standard Hour by the appropriate work load specified in Table B. Except as otherwise provided in this Agreement, full-time counselors paid on a monthly rate basis on the Preparation Salary Schedule shall be assigned 100% of the applicable Standard Work Load for counselors each academic year. Counseling staffing levels shall be reviewed as part of the regular deliberations of the Faculty Hiring Prioritization Committee and in conjunction with the regular program review process to determine department progress toward meeting the minimum counselor staffing standards contained in the California Code of Regulations Title 5 § 58732, and other professional resources.
- 5. College Nurses.** Each Standard Hour of work as a college nurse shall be assigned a Standard Load Factor (SLF) calculated by dividing one Standard Hour by the appropriate work load specified in Table B. Except as otherwise provided in this Agreement, full-time college nurses paid on a monthly rate basis on the Preparation Salary Schedule shall be assigned 100% of the applicable Standard Work Load for college nurses each academic year.
- 6. Consulting Instructors.** Each Standard Hour of work as a consulting instructor shall be assigned a Standard Load Factor (SLF) calculated by dividing one Standard Hour by the appropriate work load specified in Table B. Except as otherwise provided in this Agreement, full-time consulting instructors paid on a monthly rate basis on the Preparation Salary Schedule shall be assigned 100% of the applicable Standard Work Load for consulting instructors each academic year.
- 7. Instructor Special Assignment.** Each Standard Hour of work as an instructor special assignment shall be assigned a Standard Load Factor (SLF) calculated by dividing one Standard Hour by the appropriate work load specified in Table B. Except as otherwise provided in this Agreement, full-time instructors special assignment paid on a monthly rate basis on the Preparation Salary Schedule shall be assigned 100% of the applicable Standard Work Load for instructor special assignment each academic year.
- 8. Faculty Members Assigned to Teach in the Campus Learning Skills Center.** Each Standard Hour of teaching in the campus learning skills center, or elsewhere following a similar mode of instruction, shall be assigned a Standard Load Factor (SLF) calculated by dividing one Standard Hour of learning skills center teaching by the appropriate work load specified in Table A. Except as otherwise provided in this Agreement, full-time campus learning skills center faculty members paid on a monthly rate basis on the Preparation Salary Schedule shall be assigned 100% of the applicable Standard Work Load for campus learning skills center faculty members each academic year.
- 9. Nursing Department Chairs/Program Directors.** Nursing Department chairs/program directors must take whatever actions are necessary to retain competency and recency (to maintain eligibility) for return to a full-time teaching position in nursing.

Chair Election Process. The Nursing Department chair is an elected position and earns the responsibility differential under the auspices of Article 17. Regardless of the size of the Nursing Department, the Nursing Department chair is reassigned 100% on D basis to departmental duties. To qualify as a candidate for Nursing Department chair, a nursing faculty member must provide a statement of candidacy, which should clearly list State mandated qualifications required for the position. The candidate(s) shall attach proof of these qualifications to the statement of candidacy.

Program Director Selection Process. If no nursing faculty member in the Nursing Department at the College possesses the State mandated qualifications for the position, or if no qualified candidate expresses the desire to run for the position of Nursing Department Chair, or an election does not result in a chair being elected, a formal selection process to select a Nursing Program Director in lieu of a department chair shall be conducted following the same procedure used to select full-time faculty.

To be considered as a Nursing Program director, the candidate must possess the State mandated qualifications for the position.

Length of Term for Elected or Selected Position. The selected director shall serve as a Consulting Instructor beginning July 1 of the next year for a period of three years. By May 1st of the third year, if at least one qualified (see above) nursing faculty member (including the Nursing Program director) expresses the desire to run as a department chair by a statement of candidacy, a departmental election shall be conducted.

If the departmental election results in a chair being elected, the Nursing Department chair shall assume his/her role as a chair for a three-year period in the same manner as any other elected department chair and the former Nursing Program director shall retreat to the Nursing Department as nursing faculty, effective July 1st.

If no nursing faculty expresses the desire to run as a department chair or if the departmental election does not result in a chair being elected the Nursing Program director shall continue in his/her position for another three-year term. The process described above shall be repeated every three years. In case a former Nursing Program director becomes elected department chair in a subsequent second three-year term and he/she is a candidate for a department chair position for a third three-year term, any previous three-year term served as program director shall count as a term, for purposes of counting consecutive terms. (See Article 17 B 5 h: To be elected to a third consecutive term, a department chair must receive 2/3 or more of the votes on the first ballot. If he/she does not receive 2/3 or more of the votes on the first ballot, his/her name shall be removed from the ballot).

10. Child Development Center Directors and Teachers. Each Standard Hour of work as a child development center director or teacher shall be assigned a Standard Load Factor (SLF) calculated by dividing one Standard Hour of child development center directing or teaching by the appropriate work load specified in Table B. Except as otherwise provided in this Agreement, full-time child development center directors and faculty members paid on a monthly rate basis on the Preparation Salary Schedule shall be assigned 100% of the applicable Standard Work Load for child development center directors and faculty members each academic year. Child Development Center directors shall be assigned as 12-month D basis employees.

11. Disability Specialists. Each Standard Hour of work as a disability specialist shall be assigned a Standard Load Factor (SLF) calculated by dividing one Standard Hour of disability specialist service by the appropriate work load specified in Table B. Except as otherwise provided in this Agreement, full-time disability specialists paid on a monthly rate basis on the Preparation Salary Schedule shall be assigned 100% of the applicable Standard Work Load for disability specialists each academic year.

12. PACE

a. PACE Program. The PACE program is an accelerated interdisciplinary program designed for working adults which presents a group of interrelated courses organized around a core theme each term. Curriculum is taught in an integrated manner with faculty collaboration across disciplines. Methods may include but are not limited to team teaching, instructional television, distance or distributive learning modalities, weekly discussion seminars and

weekend experiential conferences. In each course where an instructor does not use team teaching, he/she will incorporate individual and group tutoring.

The PACE curriculum is presented in such a manner that students may complete an AA and seek a BA with seamless transfer to a university PACE program. The development of new interdisciplinary programs offered through PACE shall be done in cooperation with the involved departments.

Changes in and updates of the PACE curriculum and its delivery modes may evolve through the curriculum committee process as the need/demand arises.

- b. PACE Faculty.** Faculty assigned to PACE courses shall be monthly rate employees (including limited contract). Any portion of a faculty member's PACE assignment that is in excess of a full-time assignment shall be paid at the adjunct rate consistent with Article 29. Such adjunct assignments shall not be considered as adjunct assignments with respect to Article 16. Faculty may also be employed under Article 16 in assignments supplementing the PACE program, but only with the permission of the college president and AFT chapter president; this does not authorize staffing the basic full-time positions in PACE with adjunct faculty. Employees once hired as contract employees in the PACE program are not eligible for reassignment outside the PACE program unless the president identifies compelling reasons for the reassignment and, on that basis, authorizes a reassignment outside the PACE program. Assignments in a winter intersession or summer PACE program shall not be considered intersession assignments for the purposes of Article 15, and work assigned in excess of a full-time assignment shall be paid at the adjunct rate consistent with Article 29, as described above.
- c. PACE Faculty Selection.** A college may elect to use the PACE Faculty Roster Selection Procedure (see ~~PG B460~~ HR Guide R-124) to select its temporary PACE faculty in lieu of the standard selection process. The determination to use this process in lieu of the standard selection process shall be made in consultation with the PACE program director, the relevant discipline/department chair and the vice president of Academic Affairs (or his or her designee). All three must agree. In doing so, the college adopts this alternate selection procedure, which complies with Board Rule, Chapter X, Article III, section 10304.2 and any relevant concomitant local processes.
- d. PACE Directors.** Each PACE director shall be given reassigned time equal to at least 60% of his or her normal teaching duties during all terms when PACE classes are in session. Directors who are responsible for multiple tracks shall be given 100% reassigned time during all terms when PACE classes are in session. If the president or his or her designee determines that the size, complexity and scheduling pattern of the college's PACE program warrant it, the PACE director may be given an appropriate D-basis assignment to perform his or her director duties.

The PACE director shall serve as the chair and as a voting member in all PACE faculty evaluation and hiring committees, both full time and temporary. The majority of members on these committees shall be faculty in the disciplines involved. PACE directors shall be selected through applicable college faculty selection procedures, provided that the faculty members on the selection committee established under those procedures shall include representatives of the full-time PACE faculty, if any, and relevant department chairs based on the disciplines taught in the PACE program. Any evaluation of a director under Article 19 shall review both the director's performance as a faculty member in the PACE program and his or her fulfillment of the responsibilities of the director assignment.

Each college shall provide clerical assistance to its PACE program.

- e. Relationship of PACE Program Faculty to Academic Departments.** Selection and evaluation of PACE Program faculty is a shared responsibility between the PACE director

and the relevant discipline/department chair who also collaborates with the PACE director in the operation of the PACE Program. Chairs (and vice chairs where applicable) shall receive FTEP credit proportional to the PACE faculty member's assignment for PACE faculty teaching courses in their department's disciplines as provided for in Article 17 C.

- f. Chairs (and vice chairs where applicable) shall receive supervision pay if they supervise and evaluate adjunct PACE faculty teaching courses in their department's disciplines as provided in Article 17.F.6.
- g. **Implementation and/or Elimination of PACE Programs.** PACE program implementation and/or elimination decisions shall be addressed in the same manner as any instructional program viability review process at the College. See Article 32.
- h. **Bridge Courses.** Bridge courses used as a pre-requisite to PACE courses are not PACE courses and staffing for them is handled by the department chairs in whose departments the bridge course ~~are~~ is offered. Bridge courses may be taught by full-time faculty members as part of their regular load in the department, or adjunct faculty members may be hired under the terms/conditions of Article 16 to teach bridge courses.

13. Faculty with ~~Outreach~~ off-site assignments may need to conform to the calendar of the ~~Outreach~~ location, including but not limited to K-12 school calendars for faculty teaching Dual Enrollment classes and should be notified by administration of such adjustments in the offer of assignment.

14. **Assignments/Scheduling for Weekend College, ~~Outreach~~ Off-site, Bridge, and PACE Courses.** Weekend College, ~~Outreach~~ Off-site, Bridge, and PACE course scheduling is to be done by the program director (or appropriate administrator) in consultation with the department chairs in whose departments such courses are offered. Staffing of those courses should be arranged by the department chairs (in consultation with the directors of programs that have them).

B. **Assignments, Fractional.** Monthly rate employees who are assigned ~~for~~ less than full-time shall be assigned an appropriate percentage of a full-time Standard Teaching Load or Standard Work Load based upon the proportion that their fractional assignment is to a full assignment.

C. Assignments, Adjunct

- 1. An adjunct assignment shall not exceed 67% of a full assignment when averaged over the semester and the District shall have the authority to adjust or terminate assignments if the workload exceeds this limit. Beginning Spring semester 2009, faculty who hold only adjunct status may be assigned up to 67% of a full-time load when averaged over the semester and the District shall have the authority to adjust or terminate assignments if the workload exceeds this limit.
- 2. An adjunct instructor may be assigned to a non-classroom adjunct rate or supplemental instructor assignment for the purpose of carrying out ancillary service as per Education Code Section 87482.5(c).
- 3. Adjunct faculty will be paid for teaching assignments on a "pay-by-course" basis using the Standard Teaching Hours associated with the assignment, rather than the actual hours served during the semester.
- 4. Each adjunct faculty member assigned to teaching duties and receiving a salary differential for office hours under this Article shall maintain a schedule of office hours each week at a reasonable time for student consultation. The faculty member shall inform his or her students

of the time and place of the office hours by including the schedule in the syllabus for each class that is a part of the faculty member’s adjunct assignment. Upon request from the department chair or supervising administrator, the faculty member shall also furnish that person with a copy of the schedule. The schedule shall include ten minutes of office hour for each Standard Hour that is a part of the faculty member’s adjunct assignment.

Illustration of compression of the office hour obligation during a compressed 15-week term:

3 standard hours/week x 1.11 = 3.33 = 3 hours 20 minutes → 3.5 hours

3.5 x 10 minutes/hour = 35 minutes of office hour per week

Note: The salary schedule for adjunct classroom teachers shall include a salary differential for office hours that is payable to all adjunct faculty members who are assigned to teaching duties including adjunct faculty members who are also regular contract or monthly rate classified employees of the District but not regular or contract monthly rate faculty and administrator with adjunct assignments.

Office hour obligation during a compressed 15-week term per number of standard hours assigned: (including monthly rate classified employees with an adjunct teaching assignment)

<i>standard hours</i>	1	2	3	4	5	6	7	8	9	10
<i>time* in minutes</i>	10	20	35	45	55	65	80	90	100	110

**numbers rounded to closest 5 minutes*

- 5. Compensation for Class Cancellation.** When a class assigned to an adjunct instructor is cancelled after the start of the semester, he/she shall be paid for any time worked.

D. Assignments, Conditions and/or Exceptions

- 1. Normal Academic Workday and Workweek.** The normal academic workday extends from 7 a.m. until 4 p.m., and the normal academic workweek begins at 7 a.m. on Monday and ends at 4 p.m. on Friday of any week of instruction during the regular academic year. Generally, the District has the right of assignment and will assign contract and regular faculty members to a schedule of classes or other scheduled duties that fall within the normal academic workday and workweek, but the District recognizes its agreement to rely primarily upon the advice and recommendations of the Department Chairs when staffing instructional and non-instructional faculty but retains the discretion to assign faculty to other reasonable schedules necessary to meet the needs of the colleges and their programs. Depending on the faculty member’s terms of employment at the time of hire, the District may assign new faculty to assignments to off-site, alternative assignments, online courses or online support services (in alignment with Article 40).
- 2. Workblocks.** For purpose of assigning and scheduling classroom faculty, the week shall be divided into workblocks consisting of the following twelve weekly periods: five “day” workblocks beginning at 7 a.m. and ending at 5 p.m. Monday through Friday; five “evening”

workblocks beginning at 4 p.m. Monday through Friday; one workblock on Saturday; and one workblock on Sunday. Assignments that either begin or end within the overlapping period between 4 p.m. and 5 p.m. each weekday shall not be associated with both the “day” and “evening” workblocks, but rather with a single workblock: the “day” workblock if the assignment began before 4 p.m., or the “evening” workblock if the assignment ends after 5 p.m. Assignments that begin in the “day” workblock and end in the “evening” workblock shall be associated with both the “day” and “evening” workblocks only if the time elapsed between the beginning of the instructor’s earliest class on that day and the conclusion of the instructor’s latest class on that day exceeds seven hours.

- 3. Compensation for Workblocks Beyond the Normal Academic Workday and Workweek.** If the District assigns a classroom faculty member to a schedule of classes or other scheduled teaching duties that regularly requires the faculty member to be on campus, or otherwise actively engaged in scheduled teaching duties, during six or more workblocks per week, each hour assigned to the faculty member in the workblocks designated by the appropriate vice president or designee as being beyond the fifth workblock shall (except for hours that are a part of an adjunct or additional assignment) be weighted by a factor of 1.5 for the purposes of calculating the faculty member’s load.
- 4. Limits on Basic Classroom Scheduling Rules.** Notwithstanding anything in this Section to the contrary, no faculty member shall, without his or her agreement, be assigned:
 - a. with a break of more than three hours in a given workblock unless the reasons for such an assignment are provided to the faculty member in writing; or
 - b. to a schedule that provides a gap of fewer than ten hours between the end of an assignment on one day and the beginning of the next assignment on the following day; or
 - c. to a schedule that requires the faculty member to be on campus, or otherwise actively engaged in scheduled duties, during more than five days per week, or (for classroom faculty) more than five workblocks per week. A faculty member may request in writing an assignment in excess of five workblocks and agree to waive his/her right to the additional load credit described in Section D 3 above with the written concurrence of the AFT chapter president.
 - d. If, however, an instructor’s class is cancelled and fulfilling his or her schedule obligation results in an excess of five workblocks, he/she may choose one of the following:
 - i. Bump the least senior person on an adjunct list in his/her discipline AND waive the extra workblock(s) compensation.
 - ii. Exercise the option of underloading for that semester and overloading the next semester.
 - iii. Exercise his/her option to spread his/her load out over intersession(s) as per the annual load provision of Section A. 1.
- 5. Teaching and Workload Tables.** Tables A and B list the Standard Teaching Loads and Standard Work Loads that full-time faculty members, except those assigned to teach instructional television, shall be assigned. A faculty member’s Standard Teaching Load or Standard Work Load may be averaged over the life of this Agreement but, except as provided in Article 39 (Load Banking), may never vary by more than an accumulated total of 16.667% (5/30) of an annual Standard Teaching Load or 5% of an annual Standard Work Load. In the event that a faculty member who has a teaching assignment to be averaged over the life of the Agreement fails to have his/her load averaged, he/she may choose to be paid at the adjunct rate in effect at the conclusion of this Agreement, or upon retirement or separation from service, or extend the averaging into the next Agreement. In the event that a faculty

member who has a teaching assignment to be averaged over the life of this Agreement goes on leave, the substitute, if any, may be assigned the teaching hours which would have been assigned to the faculty member on leave.

Notwithstanding the above provisions limiting overload and under load, for an instructor who has an overload equal to a portion of a class, the instructor may elect to be paid at his/her adjunct rate for that portion of a class provided that the AFT chapter president and the college president or his/her designee agree to such overpayment. If agreement is reached to pay for partial overload, said payment shall be exempt from the provisions of Article 16, and the payment shall be made during the pay period in which the partial class was taught. Such payment shall be exempt from the percentage limitation provided in Article 13.c.22.

- 6. Contract Courses.** All faculty members assigned in programs for which the costs are fully or partially paid under contracts between the District and another party shall be assigned and compensated in accordance with the provisions of this Agreement. Article 15, summer and winter intersessions, and Article 16, Adjunct Rate Assignments, Retention and Seniority, shall not apply to contract courses except that, if a permanent or probationary faculty member is assigned to teach a contract course as part of an extra-duty assignment, or if any other faculty member who has seniority rights under Article 16 is assigned a contract class, he/she shall be granted credit for the course as if it were an assignment offered under Article 16, as applicable. If an employee is assigned to a contract course at the adjunct rate which extends into the summer intersession for more than five (5) weeks or the summer intersession portion is more than one half the time that such course occurs, he/she shall be paid according to the Summer Salary Schedule, if he/she is a regular employee.

When selecting a faculty member to teach a contract education course, the existing seniority lists shall initially be used, not necessarily in seniority order, in an effort to find a candidate that best meets the specific criteria in the proposed contract.

The collective bargaining agreement shall not apply to contracts for military education except for those individuals who gained contract or regular status with the District prior to their military education assignment.

- 7. Teaching Hours in New Disciplines.** The Standard Teaching Loads in disciplines not listed in Table A, or Standard Work Loads for services not listed in Table B, shall be established as a result of mutual agreement in consultation between the Board and the AFT.

8. Related Duties

- a.** All monthly rate classroom faculty shall maintain a posted schedule of office hours per week at a reasonable time for student consultation based on the following table. A copy of the office hours shall be given to the vice president of Academic Affairs. (See Article 15 for office hour obligations during intersessions.)

Standard Teaching Load From Table A	Standard Office hours Per Week	Office Hours Per Week on Compressed 15-week Calendar
12 to 15	5	5 hr. 35 min
18 and over	2	2 hr. 15 min

Illustration of compression of the office hour obligation during a 15-week term:
 $5 \text{ office hours/week} \times 1.11 = 5.6 \text{ hours} = 35 \text{ minutes}$

- b. All monthly rate classroom faculty shall be available for student consultation by appointment, upon request by the student.
 - ~~c. In addition to their basic teaching assignment as defined in Section A, 8, all monthly rate faculty assigned to teach in the campus learning skills center, or elsewhere following a similar mode of instruction, shall be assigned five Standard Hours of related duties per week during each academic term.~~
 - dc.** It is the responsibility of all monthly rate faculty assigned under the provisions of this Article to be involved in college activities. These activities may include, but are not limited to, evaluation of student performance, curriculum development, sponsorship of co-curricular groups, college or District committee work, faculty meetings, or in-service training or professional development.
 - ed.** All monthly rate faculty should participate in the college's annual commencement ceremony. Temporary adjunct faculty are encouraged to attend as well. ~~Faculty attendance at commencement will count toward their professional development obligation (flex).~~
 - fe.** All faculty shall maintain accurate records of grades, attendance, and class exclusions in accordance with District policy, rules, regulations and procedures.
 - gf.** Permanent rosters, grade report forms, and exclusion rosters shall be given to the appropriate college administrator on or before the due dates established by the college president. The due date for the above-mentioned rosters and forms shall not be less than eight (8) calendar days after the rosters and forms are distributed to the faculty. All grade report forms must be turned in no later than five (5) college work days (days the college is examination open for business) after the last day of the final period.
9. **Contract Faculty Members.** Contract faculty members hired from specific eligible lists shall be assigned in their eligible subject fields only.
 10. **Regular Faculty Members.** A regular faculty member may be assigned to serve in a discipline other than the one in which such faculty member was hired provided the faculty member has the qualifications and is competent to serve in that discipline.
 11. Only regular faculty members and contract faculty members shall be eligible for assignment as Consulting Instructor or Instructor Special Assignment. First year contract faculty members may be so assigned only up to forty (40) percent of a full-time assignment; second year contract faculty members may be so assigned only up to sixty (60) percent of a full-time assignment; third- and fourth-year contract faculty members may be so assigned only up to eighty (80) percent of a full-time assignment.

The provisions of the preceding paragraph can be waived in special circumstances with the written authorization of the AFT chapter president at the college and of the president of the Guild. In the event such a waiver is agreed to, the following conditions must be met:

- a. An announcement of the position shall be circulated districtwide. Any contract or regular faculty member in the District or any part-time faculty member on a seniority list in the District who meets the qualifications and applies for the position should be considered for an interview.
- b. The selection/interview procedure must conform to the process defined for the college through collegial consultation with the college's Academic Senate and as defined in Human Resource (HR) Guide R-120 and R-121.
- c. The evaluation/tenure process must be in accordance with Article 42, Tenure Review

and Evaluation of Contract (Probationary) Faculty.

- d. Except as otherwise provided by law, nothing in this section shall be construed as extending to a contract or regular faculty member who was initially hired as a Consulting Instructor or Instructor Special Assignment any right to reassignment to a department.
12. Regular faculty members and second year contract faculty members shall be eligible for assignment as Consulting Instructor or Instructor Special Assignment in Specially Funded Programs.
13. Other faculty members may be initially hired and assigned as Consulting Instructor or Instructor Special Assignment in Specially Funded Programs. No faculty member so initially hired and assigned shall be granted contract status based upon service in such a position.
14. Whenever possible, the college should list the actual names of all assigned full-time and adjunct instructors in the class schedule rather than using the notation of "staff."

Whenever possible, college website and printed directories should list the names, departments, voicemail extensions, and e-mail addresses of all full-time and adjunct faculty.

Whenever possible, the college catalog shall list the names, disciplines, and degrees of all full-time and temporary adjunct faculty with seniority at the time of each catalog production cycle.
15. **Mileage Reimbursement.** Instructors shall receive mileage reimbursement as provided for by LACCD Board Rule Chapter VII, Article V, Section 7500 (available at www.laccd.edu).

Table A

Faculty Standard Teaching Loads

Discipline	Contract Load	
	Standard Teaching Hours Per Semester	Per Year
A <u>Accounting</u>	15	30
<u>Addiction Studies</u>	15	30
<u>Administration of Justice</u>	15	30
<u>Aerospace Production Technology</u>	20	40
<u>African-American Studies</u>	15	30
<u>Agriculture</u>	18	36
<u>Air Conditioning & Refrigeration Technology</u>	20	40
<u>Air Conditioning Techniques-Basic</u>	20	40
<u>Aircraft Electronics Technology</u>	20	40
<u>Allied Health</u>	15	30
<u>American Cultural Studies</u>	15	30
<u>American Sign Language</u>	15	30
<u>Anatomy</u>	15	30
<u>Animal Husbandry</u>	18	36
<u>Animation</u>	15	30
<u>Anthropology</u>	15	30
<u>Arabic</u>	15	30
<u>Architectural Interior</u>	15	30
<u>Architectural Technology</u>	21	42
<u>Architecture</u>	15	30
<u>Armenian</u>	15	30
<u>Art</u>	15	30
<u>Art History</u>	15	30

	<u>Asian-American Studies</u>	<u>15</u>	<u>30</u>
	<u>Astronomy</u>	<u>15</u>	<u>30</u>
	<u>Athletic Training</u>	<u>18</u>	<u>36</u>
	<u>Automobile Technology</u>	<u>20</u>	<u>40</u>
	<u>Automotive and Related Technologies</u>	<u>21</u>	<u>42</u>
	<u>Automotive Collision Repair</u>	<u>21</u>	<u>42</u>
	<u>Automotive Engine Technology</u>	<u>15</u>	<u>30</u>
	<u>Automotive Service Technology</u>	<u>15</u>	<u>30</u>
	<u>Automotive Technology</u>	<u>15</u>	<u>30</u>
	<u>Aviation Maintenance Technician</u>	<u>20</u>	<u>40</u>
B	<u>Baking Professional</u>	<u>21</u>	<u>42</u>
	<u>Biology</u>	<u>15</u>	<u>30</u>
	<u>Biotechnology and Biomedical Technology</u>	<u>15</u>	<u>30</u>
	<u>Botany</u>	<u>15</u>	<u>30</u>
	<u>Broadcasting</u>	<u>15</u>	<u>30</u>
	<u>Building Construction Techniques</u>	<u>21</u>	<u>42</u>
	<u>Business</u>	<u>15</u>	<u>30</u>
C	<u>Cabinet Millwork - Apprentice</u>	<u>21</u>	<u>42</u>
	<u>Cabinetmaking and Millwork</u>	<u>21</u>	<u>42</u>
	<u>Cancer Program Management</u>	<u>15</u>	<u>30</u>
	<u>Carpentry</u>	<u>21</u>	<u>42</u>
	<u>Carpentry Apprentice</u>	<u>21</u>	<u>42</u>
	<u>Chemical Technology</u>	<u>18</u>	<u>36</u>
	<u>Chemistry</u>	<u>15</u>	<u>30</u>
	<u>Chicano Studies</u>	<u>15</u>	<u>30</u>
	<u>Child Development</u>	<u>15</u>	<u>30</u>
	<u>Child Development Center Director</u>	<u>35</u>	<u>70</u>

Child Development Center Teacher	35	70
Chinese	15	30
Cinema	15	30
College Nurse	35	70
College Studies	15	30
Communications Studies	15	30
Community Planning/Economic Development	15	30
Computer Applications and Office Technologies	15	30
Computer Information Systems	15	30
Computer Science Information Technology	15	30
Computer Technology	15	30
Consumer Electronics Technician	21	42
Consulting Instructor	35	70
Cooperative Education	21	42
Corrections	15	30
Cosmetology	21	42
Counseling Instruction (Personal Development)	15	30
Counselor	35	70
Culinary Arts	21	42
Culinary Arts-Apprentice	21	42
D Dance Techniques (Activity)	18 15	36 30
Dance Studies (Non-Activity)	15	30
Dance Specialties (Activity)	18 15	36 30
Dental Hygiene	18 15	36 30
Dental Technology	18	36
Developmental Communication	12	24
Diesel and Related Technologies	21	42

	<u>Digital Media</u>	21	42
	<u>Disability Specialist</u>	35	70
	<u>Drafting</u>	15	30
	<u>Drafting Room Assistant</u>	21	42
	<u>Drywall Apprentice</u>	21	42
E	<u>Earth Science</u>	15	30
	<u>Economics</u>	15	30
	<u>Education</u>	15	30
	<u>Education-Special</u>	15	30
	<u>Electrical Cable Splicer for Apprentices</u>	21	42
	<u>Electrical Construction & Maintenance</u>	21	42
	<u>Electrical Construction Engineering</u>	21	42
	<u>Electrical Lineman</u>	21	42
	<u>Electrical Lineman Apprentice</u>	21	42
	<u>Electro-mechanical Technology</u>	21	42
	<u>Electron Microscopy</u>	18	36
	<u>Electronics</u>	15	30
	<u>Electronics Assistant</u>	21	42
	<u>Electronics Communications</u>	21	42
	<u>Electronics Engineering Technician</u>	21	42
	<u>Electronics Technology</u>	21	42
	<u>Emergency Department Assistant</u>	18	36
	<u>Emergency Medical Services</u>	18	36
	<u>Engineer Operation Maintenance</u>	21	42
	<u>Engineer Operation Maintenance - Apprentice</u>	21	42
	<u>Engineering Technician</u>	15	30
	<u>Engineering, Civil</u>	15	30

	<u>Engineering, Civil Technology</u>	15	30
	<u>Engineering, Electrical</u>	15	30
	<u>Engineering, Electrical Technology</u>	15	30
	<u>Engineering, General</u>	15	30
	<u>Engineering, General Technology</u>	15	30
	<u>Engineering, Mechanical</u>	15	30
	<u>Engineering, Mechanical Technology</u>	15	30
	<u>English</u>	12	24
	<u>English as a Second Language Levels (ESL) 1, 2, 3, 4c, 5c, 6c, 7c</u>	15	30
	<u>English as a Second Language Levels (E.S.L.) 4a, 4b, 5a, 5b, 7a, 7b, 8</u>	12	24
	<u>Entrepreneurship</u>	15	30
	<u>Environmental Design</u>	15	30
	<u>Environmental Hazardous Materials Technology</u>	15	30
	<u>Environmental Science</u>	15	30
	<u>Equine Science</u>	18	36
	<u>Escrow</u>	15	30
F	<u>Family and Consumer Studies</u>	15	30
	<u>Farsi</u>	15	30
	<u>Fashion and Visual Merchandising</u>	15	30
	<u>Fashion Design</u>	21	42
	<u>Filipino</u>	15	30
	<u>Finance</u>	15	30
	<u>Fire Technology</u>	15	30
	<u>Food Services Management</u>	15	30
	<u>French</u>	15	30
G	<u>Geographic Information Systems</u>	15	30
	<u>Geography</u>	15	30

	<u>Geology</u>	15	30
	<u>German</u>	15	30
H	<u>Health</u>	15	30
	<u>Health Information Technology</u>	15	30
	<u>Health Occupations</u>	18	36
	<u>Hebrew</u>	15	30
	<u>History</u>	15	30
	<u>Home Economics (non-credit)</u>	25	50
	<u>Hospitality</u>	15	30
	<u>Humanities</u>	15	30
I	<u>Import Automobile Technology</u>	15	30
	<u>Industrial Arts</u>	15	30
	<u>Industrial Technology</u>	15	30
	<u>Industrial Engineering Technology</u>	15	30
	<u>Instructor Special Assignment</u>	35	70
	<u>Interior Design</u>	15	30
	<u>Interdisciplinary Studies</u>	15	30
	<u>International Business</u>	15	30
	<u>Italian</u>	15	30
J	<u>Japanese</u>	15	30
	<u>Jewish Studies</u>	15	30
	<u>Journalism</u>	15	30
K	<u>Kinesiology</u>		
	<u>Kinesiology (Activity)</u>	18	36
	<u>Kinesiology (Non-Activity)</u>	15	30
	<u>Physical Fitness</u>	18	36
	<u>Korean</u>	15	30

L	<u>Labor Studies</u>	15	30
	<u>Landscape Architecture</u>	15	30
	<u>Latin</u>	15	30
	<u>Law</u>	15	30
	<u>Learning Foundations</u>	15	30
	<u>Learning Skills (Classroom)</u>	15	30
	<u>Learning Skills Center</u>	25	50
	<u>Learning Skills Center Director</u>	30	60
	<u>Librarian</u>	30	60
	<u>Library Science</u>	15	30
	<u>Library/Media Technology</u>	15	30
	<u>Linguistics</u>	15	30
M	<u>Machine Shop - Computer Numerical Control</u>	21	42
	<u>Machine Tools Technology</u>	21	42
	<u>Management</u>	15	30
	<u>Manicuring</u>	21	42
	<u>Marketing</u>	15	30
	<u>Mathematics</u>	15	30
	<u>Measurement Science</u>	15	30
	<u>Mechanical Engineering Technology</u>	21	42
	<u>Media Arts</u>	15	30
	<u>Meteorology</u>	15	30
	<u>Microbiology</u>	15	30
	<u>Microcomputer Technician</u>	21	42
	<u>Military Science</u>	15	30
	<u>Mineralogy</u>	15	30
	<u>Mortgage Finance</u>	15	30

	<u>Motorcycle Repair Mechanic</u>	21	42
	<u>Multimedia</u>	15	30
	<u>Music</u>	15	30
N	<u>Non-Credit Basic Skills</u>	25	50
	<u>Non-Credit Citizenship</u>	25	50
	<u>Non-Credit English as a Second Language</u>	25	50
	<u>Non-Credit Health/Safety</u>	25	50
	<u>Non-Credit Older Adults</u>	25	50
	<u>Non-Credit Vocational Education</u>	25	50
	<u>Numerical Control</u>	15	30
	<u>Nursing</u>	18-15	36-30
	<u>Nursing - Certified Home Health Aide (Credit)</u>	18	36
	<u>Nursing - Certified Nurse Assistant (Credit)</u>	18	36
	<u>Nursing, Registered</u>	18-15	36-30
	<u>Nursing, Vocational</u>	18-15	36-30
	<u>Nursing Director</u>	35	70
	<u>Nutrition</u>	15	30
O	<u>Oceanography</u>	15	30
	<u>Office Machines</u>	15	30
	<u>Ornamental Horticulture</u>	18	36
P	<u>Painting Apprentice</u>	21	42
	<u>Paralegal</u>	15	30
	<u>Parenting (non-credit)</u>	25	50
	<u>Persian</u>	15	30
	<u>Pharmacy Technician</u>	18	36
	<u>Philosophy</u>	15	30
	<u>Photography</u>	15	30

	<u>Photography-Trade Tech</u>	<u>21</u>	<u>42</u>
	<u>Physical Science</u>	<u>15</u>	<u>30</u>
	<u>Physical Therapist Assistant</u>	<u>17</u>	<u>34</u>
	<u>Physics</u>	<u>15</u>	<u>30</u>
	<u>Physiology</u>	<u>15</u>	<u>30</u>
	<u>Piping Technology</u>	<u>21</u>	<u>42</u>
	<u>Plant Science</u>	<u>18</u>	<u>36</u>
	<u>Plumbing</u>	<u>21</u>	<u>42</u>
	<u>Political Science</u>	<u>15</u>	<u>30</u>
	<u>Portuguese</u>	<u>15</u>	<u>30</u>
	<u>Printing Graphic Arts Composition</u>	<u>21</u>	<u>42</u>
	<u>Printing-Graphic Arts Management</u>	<u>18</u>	<u>36</u>
	<u>Printing-Graphic Arts Presswork</u>	<u>21</u>	<u>42</u>
	<u>Printing-Photo-Offset</u>	<u>21</u>	<u>42</u>
	<u>Printing-Printing Technology</u>	<u>21</u>	<u>42</u>
	<u>Private Security Management</u>	<u>15</u>	<u>30</u>
	<u>Process Plant Technology</u>	<u>15</u>	<u>30</u>
	<u>Psychology</u>	<u>15</u>	<u>30</u>
	<u>Public Administration Urban Planning</u>	<u>15</u>	<u>30</u>
	<u>Public Health</u>	<u>15</u>	<u>30</u>
	<u>Public Relations</u>	<u>15</u>	<u>30</u>
Q	<u>Quality Control</u>	<u>15</u>	<u>30</u>
R	<u>Radiologic Technology</u>	<u>2118</u>	<u>4236</u>
	<u>Reading</u>	<u>12</u>	<u>24</u>
	<u>Real Estate</u>	<u>15</u>	<u>30</u>
	<u>Recreation</u>	<u>15</u>	<u>30</u>
	<u>Refrigeration & Air Conditioning Mechanics</u>	<u>21</u>	<u>42</u>

	<u>Respiratory Therapy</u>	21	42
	<u>Restaurant Management</u>	21	42
	<u>Russian</u>	15	30
S	<u>Service Learning</u>	15	30
	<u>Service Learning (Field Work)</u>	35	70
	<u>Sheet Metal Work</u>	21	42
	<u>Sheet Metal Work - Apprentice</u>	21	42
	<u>Social Science</u>	15	30
	<u>Sociology</u>	15	30
	<u>Solid Waste Management Technology</u>	21	42
	<u>Spanish</u>	15	30
	<u>Statistics</u>	15	30
	<u>Street Maintenance</u>	21	42
	<u>Supervision</u>	15	30
	<u>Supply Water Technology</u>	21	42
T	<u>Tailoring</u>	21	42
	<u>Television</u>	15	30
	<u>Thai</u>	15	30
	<u>Theater</u>	15	30
	<u>Tool and Manufacturing Technology</u>	15	30
	<u>Transportation</u>	15	30
	<u>Travel</u>	15	30
	<u>Truck Mechanic Apprentice</u>	21	42
V	<u>Visual Communications</u>	21	42
	<u>Veterinary Technology</u>	15	30
W	<u>Wastewater Technology</u>	21	42
	<u>Welding Gas and Electric</u>	21	42

	<u>Wildland Fire Technology</u>	15	30
Y	<u>Yiddish</u>	15	30
Z	<u>Zoology</u>	15	30

Table B		
Non-Classroom Faculty Standard Work Loads		
Expressed in Standard Hour		
Assignment	Per Semester	Per Year
Child Development Center Director	35	70
Child Development Center Teacher	35	70
College Nurse	35	70
Consulting Instructor	35	70
Counselor	35	70
Disability Specialist	35	70
Instructor Special Assignment	35	70
Learning Skills Center Director	30	60
Librarian	30	60
Nursing Director	35	70

Article 14

Assignments, Additional and Coaching and Other Additional Assignments

- A. An additional assignment is an assignment given to a faculty member in addition to his/her basic assignment.
- B. Full-time faculty members may accept or reject the offer of an additional assignment.
- ~~C. Additional assignments may include, but are not limited to, assignments as a classified employee, an unclassified employee, an adjunct assignment, a professional expert, a community services employee, or a child development center employee.~~
- ~~DC.~~ Pay for additional assignments shall be in accordance with the appropriate District salary schedule for additional assignments.

ED. Athletic Coaching

Athletic coaching assignments pursuant to ~~ED.~~ 1 and ~~ED.~~3 below shall not be considered additional assignments. Contract or regular faculty members initially hired as athletic coaches (under the coaching minimum qualification area) are not eligible for reassignment from their coaching assignment to one in ~~physical education or health classes~~ any discipline for which they meet minimum qualifications without the approval of the college president ~~or designee~~. The provisions of this paragraph shall not apply to those faculty members who were contract or regular on or before March 30, 1994

- 1. Regular (permanent) and contract (probationary) faculty members assigned to Athletic Coaching as Head Coaches, ~~except for Head Football Coach,~~ shall be assigned in accordance with the conditions listed in ~~Plan A listed below.~~ ~~Head Football coaches may be assigned in accordance with the conditions listed in Plan A or Plan B listed below.~~ ~~The Head Football Coach shall have the right to choose the plan under which he/she is assigned. Once the choice is made by the Head Coach, it cannot be changed during the current fiscal year.~~

(Regular (permanent) and contract (probationary) faculty members assigned to Athletic Coaching as head coaches who were assigned D-basis under the Plan "B" option from the prior Collective Bargaining Agreement (CBA) shall continue to maintain that Plan "B" D-basis option.

~~a. Plan A~~

- ~~i. A Head Coach shall receive coaching pay equal to the appropriate Head Coach coaching stipend, paid out according to the level pay concept, for the particular sport(s) listed in Appendix A; head athletic coaches who have a second coaching assignment in which the seasons of the two sports the coach is coaching are scheduled during the same calendar period, shall receive both stipends during the overlap period, provided the meeting/training time for both sports do not overlap or otherwise conflict with the regular teaching load of the instructor. It is recognized that payment of coaching stipends includes pre-~~

~~season coaching for the sport. Pre-season activities include student recruitment, coordinating travel arrangements, fundraising, and travel time to competitions. Separate play-off stipends for Head Coaches for possibly one, two or three weeks of playoffs are found in Appendix A; and~~

A head coach shall be eligible to have the class that is scheduled for the team sport to be counted as ten (10) hours of kinesiology athletics ("KIN ATH") or 5/9 FTE, whichever is greater, towards their teaching load. Each sport is limited to one assignment per academic year.

- ~~ii. have the class that is scheduled for the team sport to be counted as ten (10) hours of physical education or 5/9 FTE, whichever is greater, towards their teaching load for only one semester per academic year for each sport.~~
- ii. A head coach shall receive a coaching stipend, paid out according to the level pay concept, for the particular sport(s) listed in Appendix A (Faculty Salary Schedules and Rates). The coaching stipend shall constitute the amount of compensation for head coaching duties, including pre-season coaching duties and activities for the sport that are conducted outside the KIN ATH classes. These activities include, but are not limited to, student-athlete recruitment, coordinating travel arrangements for away contests, film study and fundraising, etc. Head coaches who have a second coaching assignment shall receive both stipends including during any period in which the two coaching assignments overlap. Separate play-off stipends for head coaches will be compensated every week of playoffs and are found in Appendix A (Faculty Salary Schedules and Rates).
- iii. All head coaches are eligible for a non-classroom hourly assignment during the year at the recommendation of the athletic director and with the approval of the college president.

~~**b. — Plan B — (Head Football Coach Only)**~~

- ~~i. — A head football coach may choose to be assigned to the "D" basis;~~
- ~~ii. — have the class that is scheduled for the football team be counted as ten (10) hours of physical education or 5/9 FTE, whichever is greater, toward their teaching load during the fall semester;~~
- ~~ii. — teach a full load of athletic related Physical Education classes during the summer intersession. The summer intersession article, Article 15, shall not apply to this assignment except the head football coach shall be charged with working during the summer(s) which will affect his summer intersession priority position in the future; and~~
- ~~iv. — be required to take the 20 or more days of non-duty time during the summer period.~~

2. Walk-on Head athletic coaches who are not regular (permanent) or contract (probationary) faculty members (~~walk-on head coaches~~) shall be designated compensated as adjunct instructors and shall be assigned in accordance with the conditions listed below. ~~receive coaching pay equal to the appropriate Walk-On Head Coach coaching stipend, paid out according to the level pay concept, for the particular sport(s) listed in Appendix A for teaching and coaching physical education intercollegiate sports classes (500 level Physical Education courses) for the number of weeks the sport is officially sanctioned by the State Athletic Commission.~~

~~Walk-on head athletic coaches who have a second coaching assignment in which the seasons of the two sports the coach is coaching are scheduled during the same calendar period, shall receive both stipends during the overlap period, provided the meeting/training times for both sports do not overlap. It is recognized that payment of coaching stipends includes pre-season coaching for the sport. Pre-season activities include student recruitment, coordinating travel arrangements, fundraising, and travel time to competitions. Separate play-off stipends for~~
walk-on head coaches for possibly one, two or three weeks of playoffs are found in Appendix

~~A. Article 16 does not apply to walk-on head athletic coaches.~~

- i. A walk-on head coach shall have the class that is scheduled for the team sport counted as ten (10) hours of KIN ATH towards their adjunct teaching load within one academic year for each sport. Walk-on head coaches are not entitled to seniority under Article 16.
- ii. A walk-on head coach shall receive a coaching stipend, paid out according to the level pay concept, for the particular sport(s) listed in Appendix A (Faculty Salary Schedules and Rates). The coaching stipend shall constitute the amount of compensation for head coaching duties, including pre-season coaching duties and activities for the sport that are conducted outside the KIN ATH classes. These activities include, but are not limited to, student-athlete recruitment, coordinating travel arrangements for away contests, film study and fundraising, etc. Walk-on head coaches who have a second coaching assignment shall receive both stipends including during any period in which the two coaching assignments overlap. Separate play-off stipends for walk-on head coaches will be compensated every week of playoffs and are found in Appendix A (Faculty Salary Schedules and Rates).
- iii. All walk-on head coaches are eligible for a non-classroom hourly assignment during the year at the recommendation of the athletic director and with the approval of the college president.

The District and the AFT agree to consult with CaISTRS concerning appropriate retirement credit for these assignments.

3. Assistant Coaches may be Rregular (permanent) ~~and~~ or contract (probationary) faculty members, and assigned to Athletic Coaching as assistant coaches ~~their assistant coaching stipend and the assistant coaching assignment shall be counted as 5/18 of their teaching load for only one semester per academic year for each sport. Assistant athletic coaches who have a second coaching assignment in which the~~

~~seasons of the two sports the coach is coaching are scheduled during the same calendar period, shall receive both stipends during the overlap period, provided the meeting/training times for both sports do not overlap or otherwise conflict with the regular teaching load of the instructor.~~ shall receive an assistant coaching stipend, paid out according to the level pay concept, for the particular sport(s) listed in Appendix A (Faculty Salary Schedules and Rates). An assistant coaching stipend shall constitute the amount of compensation for assistant coaching duties, including pre-season coaching duties and activities for the sport that are conducted outside the KIN ATH classes. These activities include, but are not limited to, student-athlete recruitment, coordinating travel arrangements for away contests, film study and fundraising, etc. Assistant coaches who have a second coaching assignment shall receive both stipends including during any period in which the two coaching assignments overlap. Separate play-off stipends for assistant coaches will be compensated every week of playoffs and are found in Appendix A (Faculty Salary Schedules and Rates).

Regular (permanent) and contract (probationary) faculty members assigned to Athletic Coaching as assistant coaches who were assigned with a 5/18 reassign time of their teaching load from the prior Collective Bargaining Agreement (CBA) shall continue to maintain that reassign time. Notwithstanding this section, all other provisions of this contract apply.

All assistant coaches who are regular (permanent) and/or contract (probationary) faculty members and assigned to Athletic Coaching as an assistant coach are eligible for a non-classroom hourly assignment during the year at the recommendation of the athletic director and with the approval of the college president.

4. Walk on assistant coaches' Athletic coaches who are not regular (permanent) or contract (probationary) faculty members are not represented by the Faculty Guild.

As a courtesy (informational only): Assistant coaches who have a second coaching assignment shall receive both stipends including during any period in which the two coaching assignments overlap. Separate play-off stipends for assistant coaches will be compensated every week of playoffs and are found in Appendix A (Faculty Salary Schedules and Rates).

All assistant coaches who are not regular (permanent) and/or contract (probationary) faculty members, and assigned to Athletic Coaching as an assistant coach are eligible for an unclassified hourly assignment during the year at the recommendation of the athletic director and with the approval of the college president.

~~who are assigned as assistant coaches (walk on assistant coaches) shall receive coaching pay equal to the appropriate walk on assistant coach coaching stipend, paid out according to the level pay concept, for the particular sport(s) listed in Appendix A. Walk on assistant athletic coaches who have a second coaching assignment in which the seasons of the two sports the coach is coaching are scheduled during the same calendar period, shall receive both stipends during the overlap period, provided the meeting/training times for both sports do not overlap. It is recognized that payment of coaching stipends includes pre-season coaching for the sport and for the number of weeks the sport is officially sanctioned by the State Athletic Commission.~~

~~Pre-season activities include student recruitment, coordinating travel arrangements, fundraising, and travel time to competitions. Separate play-off stipends for walk-on assistant coaches for possibly one, two or three weeks of playoffs are found in Appendix A. Although the Faculty unit does not represent them, walk-on assistant coaches paid in accordance with this section may resolve Article 14, Section E, disputes through Article 28, Grievance Procedure. A walk-on assistant coach may not file a grievance over any other term of this Agreement.~~

5. Each team shall have one head coach. ~~Up to~~ the maximum number of assistant coaches shall may be recommended by the athletic director to the college president for approval. ~~The number of a athletic director may not select~~ assistant coaches exceeding the maximum number below ~~shall not be made~~ without the approval of ~~the athletic director and~~ the college president.
 - a. Football - ~~six~~ up to eight (8)
 - b. Basketball - ~~two~~ up to three (3)
 - c. Track - ~~two~~ up to three (3)
 - d. Baseball - ~~two~~ up to three (3)
 - e. Softball - ~~two~~ up to three (3)
 - f. Volleyball - ~~one~~ up to two (2)
 - g. Soccer - ~~two~~ up to three (3)
 - h. Swimming & Diving - ~~zero or one depending on size of team~~ up to two (2)
 - i. Tennis - ~~zero or one depending on size of team~~ one (1)
 - j. Cross country - ~~zero or one depending on size of team~~ one (1)
 - k. Water polo - ~~one~~ up to two (2)
 - l. Golf - ~~zero or one depending on size of team~~ one (1)
 - m. Badminton - ~~zero or one depending on size of team~~ one (1)
 - n. Wrestling - ~~zero or one depending on size of team~~ two (2)
 - o. Beach Volleyball - one (1)

6. Coaching and assistant coaching assignments are temporary assignments ~~offered and/or terminated~~ recommended by the athletic director subject to the approval of the college president and may be terminated at any time by the college president. The college president shall state reason(s) for termination ~~shall be stated in~~ writing.

7. The following chart summarizes athletic coaching compensation for the various types of coaching assignments described above.

Coaching Compensation

Head Coach	Assistant Coach
Full-Time Football	All Sports
5/9 Load/semester/sport	5/18 Load/semester/sport
1,2, or 3 week playoff stipend	1,2, or 3 week playoff stipend
D-basis-choice-teach-summer	
All Other Sports	
5/9 Load/semester/sport	
Stipend	

1,2, or 3-week playoff stipend

Walk-On All Sports	All Sports
Stipend	Stipend
1,2, or 3-week playoff stipend	1,2, or 3-week playoff stipend
Adjunct status (no seniority)	Unclassified Status
STRS DBS or CB or PARS or Social Security	

<u>Head Coach</u>	<u>Assistant Coach</u>
<u>All sports</u>	<u>All Sports</u>
<u>5/9 Load/academic year/sport</u> <u>Every-week length of playoff</u>	<u>Stipend</u> <u>Eligible for hourly rate assignment</u>
<u>Stipend</u> <u>Eligible for hourly rate assignment</u>	<u>Every-week length of playoff</u>
<u>Walk-On All Sports</u>	<u>All Sports</u>
<u>Pay at the adjunct rate per class</u> <u>Stipend</u> <u>Eligible for hourly rate assignment</u>	<u>Pay at the adjunct rate per class, if</u> <u>assigned as instructor of record for</u> <u>the class.</u> <u>Stipend</u> <u>Eligible for hourly rate assignment</u>
<u>Every-week length of playoff stipend</u>	<u>Every-week length of playoff stipend</u>
<u>Adjunct status (no seniority)</u>	<u>Unclassified Status</u>
<u>STRS (DBS or CB) or PARS</u>	
<u>or Social Security</u>	

8. Athletic Coaching Stipends

a. Athletic Director Stipend:

All faculty with an Athletic Director Assignment shall be paid a \$2178 stipend per intercollegiate sport offered at the college, except if the college offers football, which counts for two stipends.

- b. Head coaches and walk-on head coaches who are assigned to coach a college-approved sport shall receive a stipend equal to 20% of Column C, Row 4 equivalent to the annual 10-month pay of the faculty salary schedule. This stipend will be paid on the level-pay system.
- c. Assistant Coaching Stipends: Assistant coaches for an athletic sports team who are regular (permanent) or contract (probationary) employees will be paid a stipend equal to \$2800 per month for the duration of each sport season as noted in the chart below. The coaching duties and activities that are included in the duration of the season are described at E.3., above.

Assistant Coaching Stipends and Payment Months

	<u>Monthly Stipend Payments</u>	<u>Payment Months</u>
<u>Football</u>	<u>4</u>	<u>Sept - Dec</u>
<u>M/W Cross Country</u>	<u>4</u>	<u>Sept - Dec</u>
<u>M/W Water Polo</u>	<u>4</u>	<u>Sept - Dec</u>
<u>M/W Soccer</u>	<u>4</u>	<u>Sept - Dec</u>
<u>M/W Volleyball</u>	<u>4</u>	<u>Sept - Dec (W) Feb - May (M)</u>
<u>M/W Basketball</u>	<u>5</u>	<u>Oct - Feb</u>
<u>Baseball</u>	<u>4</u>	<u>Feb - May</u>
<u>Softball</u>	<u>4</u>	<u>Feb - May</u>
<u>M/W Swim/Dive</u>	<u>4</u>	<u>Feb - May</u>
<u>M/W Track/Field</u>	<u>4</u>	<u>Feb - May</u>
<u>M/W Tennis</u>	<u>4</u>	<u>Feb - May</u>
<u>Wrestling</u>	<u>4</u>	<u>Sept - Dec</u>
<u>Badminton</u>	<u>4</u>	<u>Feb - May</u>
<u>Golf</u>	<u>4</u>	<u>Sept - Dec (W) Feb - May (M)</u>
<u>Beach Volleyball</u>	<u>4</u>	<u>Jan-Apr</u>
<u>† The Faculty unit does not represent these employees (Walk-On Assistant Coaches). These stipend amounts are listed as a courtesy.</u>		

FE Athletic Directors

1. Colleges with an intercollegiate athletic program of ~~four~~ one or more teams (~~combined men's and women's~~) are entitled to an athletic director who:
 - a. Shall be reassigned a proportional 12-month (D-basis) assignment according to the following table:

<u># intercollegiate teams</u>	<u>reassigned time</u>
4 to 6	.4
7 to 9	.6
10 to 12	.8

13 or more	1.0
------------	-----

# intercollegiate teams	Reassigned time
<u>1-3</u>	<u>0.2</u>
<u>4-6</u>	<u>0.4</u>
<u>7 to 9</u>	<u>0.6</u>
<u>10 to 12</u>	<u>0.8</u>
<u>13 or more</u>	<u>1.0</u>

The college president has the discretion to appoint an associate director based on the operational needs of the program.

- ~~b. Shall receive the athletic director stipend listed in Appendix A in the following manner — one stipend per intercollegiate sport at the college except if the college offers football, that counts for two stipends. Intercollegiate Football is calculated as 2-teams when determining reassigned time.~~
- 2. Athletic directors may also be athletic coaches, if approved by the college president, provided the meeting/training times for the team, including but are not limited to, student-athlete recruitment, coordinating travel arrangements for away contests, film study and fundraising, etc. does not overlap with the hours of service as the athletic director. If the college makes such an assignment is made, the athletic director shall:
 - a. Receive the appropriate coaching stipend, ~~8 a. thru c. above (see Appendix A)~~ as an Athletic Coach, or
 - b. Have the athletic team scheduled as part of his or her teaching load.
- 3. Athletic director assignments are temporary assignments made by the college president and may be terminated at any time by the college president. The college president shall state the reason(s) for termination and assignment end date shall be stated in writing.
- 4. The college president may grant reassigned time pursuant to Article 18 for the development of new athletic programs if the athletic director is not currently receiving any reassigned time.

GE. Performance Coaches (Non-Athletic). Performance coaches (non-athletic) include, but are not limited to, forensic coaches, publication advisors, choral directors, orchestra or band directors, theater arts directors, dance directors, and fashion show directors. Compensation for faculty instructional time as performance coaches shall

~~be addressed through the college's curriculum process via the appropriate load designation for lecture-lab-activity hours as related to course Carnegie units stated in the course outline of record. Performance coaches (non-athletic) not compensated thru the appropriate load designation for lecture-lab-activity hours shall receive a \$100 stipend per the day of performance(s) listed in Appendix A (Faculty Salary Schedules and Rates).~~

HG. Supplementary Pay. The college president may make additional assignments for supplementary pay for activities other than athletics. The supplementary pay rate shall be in accordance with the District's salary schedule for supplementary pay.

HH. Additional assignments compensated by coaching stipends shall be limited to no more than two stipends per semester.
~~Additional assignments for supplementary pay for activities other than athletics shall be limited to a maximum of forty (40) hour per pay period which includes Adjunct Assignments. Exceptions to the forty hour limit may be made upon request by the college president and approved by the vice chancellor, Division of Human Resources.~~

J. ~~If the need arises, the parties agree to establish a committee to study and recommend changes relating to supplementary assignments. Said changes shall become effective on the date approved by the parties.~~

KI. Instructors hired by semester to teach Individual Applied Music Instruction (Music 180), shall be compensated at the adjunct rate for the semester the instructor is employed. The provisions of Article 16 shall not apply to such assignment.

Faculty with Adjunct Rate Assignments, Retention and Seniority

Definitions

Adjunct seniority is a method of determining seniority order to receive an assignment paid at the adjunct rate. Any qualified faculty member employed by the District may be given appropriate assignments at the adjunct rate, including:

- Temporary adjunct faculty employed pursuant to Education Code § 87482.5 for no more than 67% of the load of scheduled duties for a full-time regular faculty member having comparable duties averaged over the semester
- Contract and regular faculty, staff, or administrators who are also employed on an adjunct rate basis for additional assignments.

For the purposes of this article, such employees will be referred to as “adjunct-rate faculty.”

A seniority assignment for classroom faculty is defined as one class of at least the same number of standard hours of employment for up to the range of 60 to 67 percent of a full-time equivalent load for at least the same number of standard hours for which an adjunct-rate faculty member has gained seniority. For non-classroom faculty, an assignment is defined as a minimum of 0.2 FTE; however, an adjunct faculty member, upon receipt of an offer may request and accept a standard hour assignment of three (3) or four (4) and it shall not be considered a refusal of the assignment if less than the required 0.2 FTE offer. The assignment should be on the same day(s) of the week and at the same time as the previous semester for classroom teaching assignments or the same number of hours on the same day(s) of the week and at the same time as the previous semester for non-classroom assignments, when practicable, as outlined in Section A of this article.

Adjunct assignments are based on student needs and contingent upon available adequate fiscal resources. Pursuant to Education Code §87482.3 this contract establishes the terms of reemployment preference for part-time, temporary faculty assignments based on the minimum standards up to the range of 60 to 67 percent of a full-time equivalent (FTE) load.

Adjunct assignment rates of pay shall be based on the salary tables in Appendix A. A discipline is defined as a Faculty Service Area (FSA) as listed in Appendix E.

A. Obtaining and Calculating Seniority

1. Classroom and non-classroom adjunct rate faculty gain a semester towards placement on a seniority list when they accept and complete an adjunct rate assignment. Classroom and non-classroom adjunct rate faculty shall be placed on that list if they complete an adjunct rate assignment in the discipline for three semesters and begin service for a fourth semester, all four semesters occurring within a period of eight consecutive semesters
2. An adjunct rate faculty member’s seniority date for assignment in a discipline is determined by the beginning date of the fourth semester that qualifies him/her for placement on the seniority list for that discipline (even for short-term classes offered within a semester). There shall be no ties on the seniority list. If a tie in seniority dates exists, the tie shall be broken by lot by the appropriate vice president or designee and the AFT chapter president or designee prior to the deadline.

3. Seniority is set at the highest number of standard hours assigned based on two or more of the four semesters. If the number of standard hours differs in each of the four semesters, then the number used will be the average of the four semesters, rounded to the nearest standard hour. Standard hours for seniority are determined at the time seniority is granted and will not be modified even if assigned standard hours vary in subsequent semesters.
4. In some circumstances, classroom and non-classroom adjunct rate faculty may be assigned a different number of standard work hours in a given semester than their seniority assignment. Nevertheless, in future semesters, their seniority rights would continue to be for an assignment with the same number of standard hours for which they originally attained seniority.

B. Offers of Assignment

1. Adjunct rate classroom and non-classroom faculty members on the seniority list shall be offered an assignment that equals the standard hours for which they originally attained seniority. Whenever additional assignments are available through growth and attrition, they will be offered following the process described in section C.2 of this Article. Whenever practicable, the classroom assignment shall be on the same day/at the same time as the previous semester, or the same number of hours on the same day(s) of the week and at the same time as the previous semester for non-classroom assignments

If a program or schedule is changed, adjunct rate assignments shall be offered in the following order:

- a. comparable assignments with the same number of standard hours for classroom teaching or the same number of hours for non-classroom assignments or
- b. assignments that are as close as possible to the number of standard hours for which the faculty member has attained seniority.

C. Seniority Lists

Seniority lists indicate the order in which adjunct rate assignments are offered in a discipline, based on the date a faculty member is placed on the list by having completed an assignment for three semesters and begun service for a fourth semester, as specified in A.1. In addition to the numbered ranking, seniority lists specify the number of standard hours for which the faculty member has attained seniority, the number of hours assigned each semester, and a code indicating whether the assignment was accepted, refused, withdrawn, not offered. See Appendix R for a seniority list template.

1. Seniority lists shall be updated each semester for each discipline after any bumping or other changes, as per this Article, have occurred and whenever new names are added to the lists. No new names shall be added to the existing second-class seniority list. No regular or contract faculty member shall be entitled to have his or her name added to a seniority list if that addition would result in the faculty member acquiring seniority for more than one assignment at a college.
2. Prioritization of classroom and non-classroom hourly rate assignments shall be made in the following order:

Step 1 Use the first seniority list in order of rank.

Step 2 Use the second class/assignment seniority list if one exists.

Step 3 Once the first- and second-class seniority lists are exhausted, an additional assignment shall be given to temporary adjunct faculty who are on the first seniority list and who are not full-time LACCD employees. These additional assignments shall be offered to those on the seniority list as a pool, not necessarily in seniority order. CTE disciplines as identified by TOP code (CCCCO.EDU) are exempt from step 3 and should proceed to step 4.

Step 4 Consideration for any remaining assignments should be offered to all faculty on the first seniority list as a pool or to unranked faculty.

A faculty member who does not want to take a second assignment will communicate this decision in writing to her/his chair.

3. A faculty member not on a seniority list will be limited to one assignment. However, a department/division chair may request an exception, which must be approved by the vice president or designee in consultation with the AFT chapter president.
4. Colleges may create integrated seniority lists in disciplines that offer courses or specialized areas that require additional training, coursework, demonstrated special expertise, or certification in order to teach the course. Faculty teaching hourly who are on a seniority list will continue to be assigned in seniority order as described in this article. Faculty who have completed the required training, coursework, or certification will have a designation on the seniority list. Only instructors with such designations shall be offered the corresponding course(s). If the faculty member so designated declines the assignment, that decline is counted as a refusal for the purposes of calculated seniority as described in this article. Should a faculty member no longer desire to teach the designated course(s) or have an assignment in a specialized area, he/she may request in writing that such designation be removed from the seniority list. The request to change one's designation will be effective the next term, and declining designated assignments in the next and subsequent terms will not be counted as a refusal. The designation can be reinstated by written request of the faculty member, effective the next term.
5. An existing discipline seniority list may be divided into more than one discipline list, or a new discipline list may be created for the purpose of adjunct rate assignment and seniority by the mutual consent of the Guild President and Chancellor. If a college begins to offer adjunct rate assignments for which the college does not currently have a seniority list and/or for which a seniority list already exists at another college (or at multiple colleges), as shown in Appendix E, the college shall begin a seniority list for those faculty service areas and notify the parties so that Appendix E can be updated.
6. The department chair shall provide (in electronic format) the department's updated discipline seniority list or lists to the appropriate college vice president by each semester census date. The vice president shall review the list(s) for accuracy. Seniority lists shall be posted by the appropriate college vice president on the college website, and faculty will be notified that lists are ready for viewing by the eighth week of the fall and spring semesters.

D. Assignment Rights

1. The right to continue receiving adjunct rate assignments is extended to each adjunct rate

faculty member in the appropriate discipline, in seniority order, for the hours she/he has achieved seniority and at the college or location the faculty member is assigned. Faculty in all credit and noncredit contract education and specially funded programs shall be assigned consistent with Article 13 D.6. Seniority applies within each discipline at a college and is not transferable to other colleges.

2. After all individuals on the first seniority list have accepted or refused an assignment and additional assignments are available, assignments shall be offered in seniority order to individuals currently on the second-class seniority list when a second-class list exists. Remaining assignments shall be offered in the manner described in Section C.2 of this Article.
3. Contract, regular, and temporary full-time faculty shall be eligible to be assigned up to 40% FTE in adjunct-rate assignments during the fall and spring semesters. An adjunct load up to 67% FTE may be assigned upon the faculty member's written verification to his/her department chair that he/she is meeting all full-time faculty obligations as listed in Appendix Q.
4. Employees with regular or contract positions in the LACCD may have seniority in only one discipline at the same college. Faculty who have established seniority in multiple disciplines or on two seniority lists in the same discipline prior to Fall 2001 shall retain their seniority rights.

Administrators may receive an adjunct rate assignment in the department that they supervise with the approval of the college president.

5. Temporary, adjunct faculty employed pursuant to Education Code § 87482.5 may have the right to more than one seniority assignment (i.e., be assigned at more than one college or in more than one discipline or on more than one seniority list as long as the total is not more than 67% of a full load in regular funds.)
6. A temporary adjunct-rate faculty member at a given college (including any satellite or outreach location assignment affiliated with that college) on a given discipline's seniority list shall be continued in his/her assignment as long as the need for assignments in that discipline continues as determined by the college president.
7. Faculty who have been teaching for at least four semesters in the PACE program, and whose assignment ends due to reduction in course offerings or the elimination of the program, may request and may be granted placement on the bottom of the first class seniority list in their discipline, subject to the approval of the appropriate department chair, in consultation with the appropriate vice president.
8. Temporary adjunct faculty on a seniority list(s) may, upon retirement, indicate on their resignation form that they wish to continue teaching on an adjunct-rate basis and will retain their position on the list(s).
9. As specified in Article 22.D, retired full-time faculty who are in good standing at the time of retirement and are not already on a seniority list may request and shall be granted placement at the bottom of the first class seniority list in their discipline at the college from which they retired only if they have served as a regular employee for at least 15 years before retirement and submit a written request to their department chair and appropriate vice president within thirty (30) calendar days after the effective date of retirement.

The eligibility for assignment to an intersession immediately after retirement will be postponed to the next subsequent corresponding intersession, subject to the availability of the assignment and placement of the retiree on the intersession priority list (see also Article 22.D). Their seniority date is the first day of the semester in which their retirement date falls, or

if not during a semester, the semester immediately preceding the retirement date. Once granted seniority placement, the right to continue as adjunct rate faculty is governed by the terms of this Article.

E. Planning and Offers of Assignment

1. Department chairs shall plan adjunct rate assignments and notify faculty of their initial proposed assignment and any subsequent changes in a timely manner. In an effort to ensure accuracy and have sufficient time to correct errors, the appropriate vice president shall make available for review by faculty, in electronic form, the proposed schedule for the following semester before it is finalized for printing or uploading.
2. Official offers of an adjunct-rate assignment shall be made in accordance with this Article to individuals in seniority order based on the discipline seniority list. Adjunct rate assignment offers shall be mailed via U.S. mail or sent via email to their college email address with return receipt to individuals by the office of the appropriate vice president by the end of the 10th week of the preceding fall or spring semester, whenever possible. Written or emailed acceptance or refusal of the offer shall be made within ten (10) working days of receipt of the offer. Failure to respond by the deadline shall be considered a refusal of the offer.
3. Faculty not offered an assignment shall be informed in writing via U.S. mail or via email to their college email address with return receipt by the appropriate vice president or designee at the earliest possible time in the planning process.

F. Refusals/Withdrawals and Breaks in Service for Leaves and Temporary Assignments.

1. An adjunct rate faculty member shall lose all seniority rights and his/her name shall be removed from the seniority list(s) if he/she has refused to accept an assignment for three consecutive semesters or for four semesters out of five consecutive semesters. When an adjunct rate faculty member is unable to accept an offer of an assignment that is on a different day or at a different time than the previous semester, this will not be counted as a refusal, but as a withdrawal with respect to calculation of seniority for a limit of one semester. If an adjunct rate faculty member is ineligible for assignments totaling more than 67% of a full load in regular funds and the instructor has received assignments which together with the offered adjunct rate assignment would exceed the 67% limit in regular funds, the inability to accept will be counted as a withdrawal and not as a refusal with respect to the calculation of seniority.

Adjunct rate faculty members with a break in service whose names are removed from the list(s) due to a break in service shall not recapture their past seniority date if rehired.

Time on illness leave does not affect a faculty member's seniority. However, a faculty member may not begin a new assignment offered under Article 16 unless he/she is able to begin performing the duties of the assignment when it commences. If there are circumstances preventing the adjunct rate faculty member from performing the assignment when it commences, such circumstances may be reviewed by the college president in consultation with the department chair and the AFT chapter president to determine the effect on the continuation of the assignment. (Article 25 E. 8.)

2. **Paid Leaves.** An adjunct faculty member on a paid leave of absence shall remain on the seniority list(s) during the semester that the paid leave is taken, and the non-acceptance of an assignment shall receive a withdrawal (W). who meets the eligibility requirements for a paid

leave or unpaid Pregnancy-Disability, FMLA, Maternity or Paternity Leave shall receive a “withdrawal” during the semester on leave.

~~**3. Maternity/Parental Leave.** An adjunct rate faculty member on a maternity/parental leave of absence shall receive a withdrawal on the seniority list(s) for up to two semesters. A leave extending into subsequent semesters will be counted as a refusal.~~

- 43. Temporary Assignment.** When, during a given semester, an adjunct rate faculty member who holds seniority is assigned as a PACE Instructor, Consulting Instructor, or Instructor Special Assignment (ISA) at the same college where he/she holds seniority and therefore is unable to accept an adjunct assignment due to schedule conflicts or the 67% limitation, a refusal to accept the adjunct rate assignment shall be considered a withdrawal and not be considered as a refusal for purposes of seniority standing within a department at that college.
- 54.** Notwithstanding anything in this article to the contrary, any semester during which an adjunct rate faculty member has received released time pursuant to Article 8.I for service as an AFT officer, chapter president, grievance representative, or member of the AFT negotiating team shall be disregarded in determining the existence of a break in service even though the employee declined or was not offered an assignment at the college during that semester.
- 65.** Time of chairs or vice chairs compensated under Article 17. C and 17. F.6 shall be credited toward one discipline, one class seniority. In addition, released time under Article 8.I granted to a faculty member for service as an AFT officer, chapter president, grievance representative, or member of the AFT negotiating team shall be credited toward one discipline, one class seniority.
- 76.** Disputes relating to the seniority list(s) shall be resolved by the appropriate vice president or designee and AFT chapter president or designee.

G. Bumping

- 1.** Bumping shall be limited to the first two weeks of the semester. Notification and changes due to bumping must be completed before the class meets during the third week. There is no bumping during intersessions.
- 2.** Any monthly rate employee may bump a temporary, adjunct-rate faculty member if the monthly-rate employee must teach an adjunct-rate class in order to obtain a full load. The monthly-rate faculty member should bump in the following order:
 - a.** faculty who are not on a seniority list and have been given one or more assignments at the discretion of the department chair,
 - b.** faculty with more than two adjunct-rate assignments, starting with those having the most assignments above their seniority assignment(s),
 - c.** faculty on the second-class seniority list, starting at the bottom of that list, when one exists,
 - d.** faculty on the first-class seniority list, starting at the bottom of that list.

A change in assigned workblocks should not be an impediment to determining how to best fulfill the full-time faculty member's assignment obligation. Should the bumping result in a load that exceeds five (5) workblocks, the additional workblock pay increment may be waived (see also Article 13.D.4.d.). The adjunct-rate faculty member bumped shall be entitled to

bumping rights.

3. Before a monthly rate employee exercises his or her right to bump, he/she should discuss the following options with his or her department chair, in an effort to eliminate the need to bump:
 - a. teaching a class during a summer or winter intersession as part of the annual load obligation; or
 - b. accepting an underload with the understanding that an overload will be required to balance the annual load obligation within the next semester.
4. If an adjunct-rate faculty member on a seniority list loses his/her assignment, he/she shall have a right to bump another adjunct-rate faculty member in the order specified in this Article. An adjunct-rate faculty member who loses his/her assignment due to bumping shall remain on the seniority list and shall be paid for service rendered prior to the bumping.
5. The appropriate vice president shall maintain records of all bumps on the seniority list(s), and those records may be viewed by the AFT.

H. Termination: Reduction in Force, Program Discontinuance, Cuts in Assignments, and Dismissal

1. Whenever a college must reduce the number of adjunct-rate assignments in a discipline between semesters or years or within a given semester, the adjunct-rate faculty member's seniority position shall determine which employee(s) shall continue to be offered adjunct-rate assignments, with the most senior employees receiving assignments first. In addition, all employees with two classes shall be reduced to one class before the college fails to offer the least senior person on the seniority list an adjunct-rate assignment.
2. An adjunct-rate faculty member shall be notified in writing by the appropriate vice president of the reasons for termination due to reduction in force or cancellation of a program.
3. An adjunct-rate faculty member already on a seniority list and not offered an assignment due to reduction in assignments shall remain on the seniority list and shall retain the right to be continued on the list for six semesters.
4. If an adjunct-rate faculty member is removed from the seniority list and is subsequently rehired, he/she shall not recover his/her past seniority position and must re-qualify for placement on the list according to the rules in section A of this Article.
5. An adjunct-rate faculty member may be removed from a seniority list if the college president concludes that the adjunct-rate faculty member does not meet the standards of performance required of academic employees at the college. The conclusion of the college president shall be based upon two evaluations under Article 19 indicating an overall evaluation of "needs to improve" or "unsatisfactory," with the most recent evaluation indicating an overall evaluation of "unsatisfactory." An action removing an adjunct-rate faculty member from a seniority list under this section shall be final and shall not be subject to review pursuant to the grievance procedure contained in Article 28 except on the grounds that the procedure specified in this section was not followed or that the conclusion of the college president was arbitrary or capricious.
6. An adjunct-rate faculty member may be dismissed from employment and removed from a seniority list for one or more of the causes listed in Education Code § 87732. Before an

employee is dismissed pursuant to this section, the college president or designee shall give the employee the following:

- a. written notice of the cause for dismissal, including a statement of the events upon which the cause is based,
 - b. an opportunity to inspect the documents or other materials that are relevant to the matter, if any,
 - c. an opportunity to meet with the college president or designee to discuss the matter and present any reasons why the dismissal should not occur, and
 - d. if the adjunct-rate faculty member being dismissed pursuant to this section has seniority, the action of the college president shall be subject to review pursuant to the grievance procedure contained in Article 28. If the adjunct rate faculty member does not have seniority, the action of the college president shall be final and shall not be subject to review pursuant to the grievance procedure contained in Article 28.
- 7.** Notwithstanding any other provision of this Article, the District shall have the authority to make and terminate assignments in a manner that will ensure that the workload of each temporary adjunct-rate faculty member does not exceed 67% of the load of scheduled duties for a full-time regular faculty member having comparable duties averaged over the semester. However, if there are a sufficient number of available assignments, temporary adjunct-rate faculty members may be offered more than one assignment during a semester, provided they do not exceed 67% of a full-time load of scheduled duties averaged over the semester.
- 8.** Under rare circumstances, and only when the appropriate vice president, AFT chapter president, department chair, and AFT Faculty Guild President all agree and sign the official waiver, a temporary adjunct-rate faculty member may exceed the 67% maximum load. Adjuncts who are approved for this exemption to the load limitation may not exceed the 67% workload for more than two semesters in three consecutive academic years as per Education Code § 87482. In the event that the adjunct-rate assignment of over 67% load is not approved, the chairperson shall adjust the temporary adjunct faculty member's schedule accordingly.
- I.** In filling contract monthly-rate vacancies in the Faculty Unit in which there is a selection process, if there are at least two (2) temporary adjunct-rate faculty members who apply, are on a seniority list in that discipline in the LACCD and also meet any local additional requirements adopted for the position and other criteria established by the committee, they must be invited to the selection interview.

Department Chairs and Departments

A. Department/Division Structure

1. A department or division (hereinafter referred to as a department) is an instructional or service unit composed of faculty members assigned to one or more disciplines or service areas that share common academic or professional interests, concerns or objectives.
2. All faculty members shall be assigned to departments except those assigned as instructors' special assignment, consulting instructors, college nurse, and those assigned exclusively in specially funded or categorical programs external to a department. The exclusion of instructors special assignment, consulting instructors, and college nurses from departments shall apply to those fully assigned to such positions or assigned in combination with other positions external to a department so that no portion of their monthly rate assignment is within a department.

Noncredit faculty, Counselors in EOPS, DSPS, ~~Matriculation~~, CalWORKs, and other specially funded programs shall not be considered external to a department. Each faculty member shall be assigned to the department of his/her plurality of assignment. Plurality provisions apply to the portion of the monthly rate assignment which is within one or more departments and exclude those portions of the monthly rate assignment which are external to a department. Each monthly rate faculty member assigned 50% each in two departments or in more than two departments where no plurality is established shall select his/her department. (Example: An individual assigned 0.4 in Department A, 0.4 in Department B, and 0.2 in Department C shall select either Department A or Department B as his/her department.) Once that selection has been made, it may not be changed unless the proportion of assignment changes. A faculty member may be considered a member of only one department.

Subject to the limitations specified in this article, departments shall be established and may be modified by the college president or designee in consultation with the president of the Academic Senate and the AFT chapter president. Each college shall establish a procedure under which such decisions are considered and made at the college, but in every case the procedure shall provide some means by which faculty can petition for the establishment of a new department or modification of existing departments. Any modification to the existing departmental structure of a college that results in one or more disciplines moving from one department to another shall be implemented at the beginning of an academic year and, whenever practicable, at a time that coincides with the expiration of the terms of the department chairs involved.

3. The vice president or designee administrator assigned the ~~supervisory~~ responsibility for a department that is temporarily without a department chair position will ensure ~~shall assume~~ the responsibilities assigned to the department chair are maintained.

4. The Child Development Center Director shall assume the responsibilities for the Child Development Center, including Child Development Center teachers.

B. Selection, Term, and Removal of Department Chairs

A department chair is a faculty member elected by his or her peers within the department to represent the department as an instructional or service unit in its relations with the college administration, students and other segments of the college community. During his or her term of office, a department chair shall also be accountable for fulfilling the leadership responsibilities and performing the operational duties assigned by the college administration, which are more fully described in Section D.1, below.

1. **Eligibility for Department Chair.** Department chairs shall be elected from the regular faculty of the department for a term of three years commencing on the first day of July following the election.

Except as provided in the next paragraph, to qualify as a candidate for department chair a faculty member must be tenured faculty and must be assigned 50% or greater within a department at the time the office is assumed. If a faculty member is not assigned to that department at the time of a chair election but will be assigned to that department on the date the department chair term begins, he/she is eligible to become a candidate for chair in the receiving department but is ineligible to become a candidate for the chair of the sending department. Faculty planning sabbatical or load banked leave during the proposed term shall be ineligible to become a candidate for the chair. In addition, each candidate for department chair shall complete a statement of candidacy on a form prescribed by the college and submit the statement to the college president or designee so that it can be made available to the faculty of the department at the time of the election.

Notwithstanding the tenured status requirement specified in the preceding paragraph, a contract faculty member may seek to become a candidate for department chair by requesting a waiver of the tenured status rule. If the waiver is approved by the college president or designee and by the AFT chapter president, the contract faculty member may run for department chair and, if elected, serve in that capacity.

2. Eligibility for Voting for Department Chair

- a. All regular and contract faculty members regularly assigned to a department as defined in Section A.2 of this article are eligible to vote for department chair. If a regular or contract faculty member is not assigned to that department at the time of a chair election but will be assigned to that department on the date the department chair term begins, he/she is eligible to vote for chair in the receiving department but is ineligible to vote for the chair of the sending

department.

- b. Each elected adjunct representative who has an assignment within the academic year, holds seniority in the department, and does not have a contract or regular position in the District is eligible to vote for department chair.

- 3. Adjunct Representative.** If the conditions of Article 17.B.2.b above are met, the adjunct representative will be elected during the spring term of an even year. The term of service shall be for two years, beginning July 1st and ending June 30th, as long as the adjunct representative maintains eligibility. The electorate will consist of all temporary adjunct faculty who have seniority in a discipline within the department but do not have a contract or regular position with the District. The AFT chapter president and the college president or designee shall agree on the manner in which the election for adjunct representatives takes place, ensuring all eligible adjuncts are given the opportunity to vote. The elected adjunct representative must be present to vote during the department chair election.

In addition to voting for department chair, the adjunct representative shall be eligible to participate in decision making, along with regular and contract faculty, on all matters within a department. Should the adjunct representative be unable to complete the term, the AFT chapter president and the college president or designee shall agree on the manner in which a replacement election for an adjunct representative will take place. Refer to Article 43 for provisions regarding Ancillary Duties.

If there are no candidates for adjunct representative in a given spring term ending in an even year, the department will hold an election the following spring for an adjunct representative to serve a one-year term.

- 4.** Former members of a department currently serving in an administrative position are not eligible to vote in department chair elections, nor may they become candidates for department chair unless they relinquish their administrative positions, return to faculty status, and resume their membership in the department. An individual on a leave of absence may become a candidate for department chair, but only if he/she is scheduled to return from the leave in time to assume the chair's duties at the beginning of the chair's term.

5. Voting for a First and Second Term Department Chair

- a. The ballot will include only the names of those eligible department members (no write-ins) who confirm their candidacy, in writing, by 4 p.m. on the third working day before the election to the college president or designee.
- b. The ballots shall be prepared and brought to the election by the college president or designee.
- c. The vote shall be conducted by the exclusive representative and the office of the college president or designee at a special meeting scheduled fifteen (15) working days in advance for the purpose of selecting a department chair. If the

scheduled meeting time is changed, at least an additional five (5) working day time frame will be initiated before the election.

- d. All voting shall be by secret ballot. The ballot shall have the name(s) of the candidate(s) with a space provided for the voters to mark their selection.
- e. To be elected, a candidate must receive a majority (more than 50%) of the votes of the eligible voters in the department present and voting. A vote of no or against a candidate by a voter will render the voter ineligible and that vote shall not be considered. If a candidate is running unopposed the candidate will be considered the winner of the election with a minimum of one vote.
- f. The candidate, or, in the case of a tie, candidates, receiving the fewest votes shall be eliminated and voting shall continue until one candidate receives a majority of the votes. If there is a tie for second place between persons receiving the fewest number of votes and no candidate has received a majority of the votes cast, then an election shall be held between the persons tied for second to determine who shall appear on the final ballot against the leading vote getter.
- g. In the event that the two final candidates tie, and the college tie cannot be broken, selection shall be determined by lot at that election.

6. Voting for Third and Subsequent Consecutive Term Department Chair

- a. The ballot will include only the names of those eligible department members (no write-ins) who confirm their candidacy, in writing, by 4 p.m. on the third working day before the election to the college president or designee.
- b. The ballots shall be prepared and brought to the election by the college president or designee.
- c. The vote shall be conducted by the exclusive representative and the office of the college president or designee at a special meeting scheduled fifteen (15) working days in advance for the purpose of selecting a department chair. If the scheduled meeting time is changed, at least an additional five (5) working day time frame will be initiated before the election.
- d. If a chair is running unopposed for a third or subsequent consecutive term, the ballot should state, "Should (name) be reelected as department chair?" and the vote shall be "Yes" or "No." If the department chair does not receive 2/3 or more of the votes of those present and voting on the first ballot, his/her name shall be removed, and the ballot shall be open to all eligible candidates confirming their candidacy before 5 pm two (2) working days before the newly scheduled election. A new election date will be scheduled five working days after the original election.
- e. If there are more than one candidate for the position, then the initial ballot shall contain the names of all candidates. All voting shall be by secret ballot of those present and voting. The ballot shall have the name(s) of the candidate(s) with a space provided for the voters to mark their selection.
- i. If the incumbent receives 2/3 or more of the vote, he/she shall be reelected.

- ii. If the incumbent does not receive 2/3 or more of the vote, and another candidate receives more than 50% of the vote, the candidate with more than 50% of the vote shall be elected.
- iii. If the incumbent does not receive 2/3 or more of the vote and no other candidate receives more than 50% of the vote, the incumbent will not appear on future ballots in this election cycle and the process in 17.B.5 above will be followed.

7. Selection. The tally shall be recorded and signed by the college president or designee and exclusive representative. The name of the department member elected shall be forwarded to the college president. The college president shall appoint the elected department member as department chair.

If the department is unable or refuses to elect a department chair, the college president shall appoint a department chair to serve for the normal three-year term or the balance of the existing term, whichever occurs first. Such an appointed department chair shall be reassigned by the college president based on the FTEP load for department chairs as stated in Section C of this article.

8. Non-completion of Term of Office. In the event that a department chair does not complete his/her term of office, a new chair shall be selected, in accordance with this Article, to serve for the remainder of the unexpired term. In instances when the unexpired term is one half (1/2) or more of a full term, it shall be counted as a first term for the new chair.

9. Department Chair Removal/Recall. A department chair may be removed from his or her assignment as chair for one of the following reasons:

- a. by the college president for failure or refusal to perform the normal and reasonable duties of department chair, or for any of the formal causes for discipline specified in the Education Code Section 87732, provided the chair has been given written notice of the allegations supporting the removal and an opportunity to respond, or
- b. by the college president for unsatisfactory service as department chair as reflected in two evaluations of the chair's performance in that capacity conducted pursuant to Article 19, or
- c. ~~following a successful by a recall election. in which two-thirds of those present and voting voted to support the recall (abstentions are not considered votes).~~
 - i. Such recall election may be instituted by a petition signed by 40% of the department and filed with the Office of the College President. The reasons for recall must be stated in writing.
 - ii. The department chair shall be notified of recall petition within five (5) working days.
 - iii. The Vice President or designee shall schedule and convene a department meeting within five (5) working days following notification of the recall petition to give the chair an opportunity to respond. The department chair

~~shall have a chance at a department meeting to answer to the reasons for recall before voting takes place.~~

- ~~iv.~~ The vote shall be conducted by the exclusive representative and the Office of the College President or designee within three (3) weeks five (5) working days after the department meeting.
 - ~~v.~~ For a chair to be recalled, two thirds (2/3) of the eligible department members present and voting must support the recall (abstentions are not considered votes).
 - ~~vi.~~ ~~of the filing of the recall petition.~~ Recall/removal may be instituted any time no sooner than one semester after the chair takes office.
- d. A department chair who has been removed from his or her assignment as chair shall remain ineligible to serve as department chair for a period of three years following the end of the academic year during which the removal became effective.

C. Reassigned Time for Department Chairs. Each department chair shall be given reassigned time equal to the amount specified in the following table. To calculate the total Full-time Equivalent Personnel (FTEP) in a department, each full-time academic and classified employee assigned to the department shall be given a value of one FTEP, each temporary adjunct faculty member (including contract or regular faculty retained to perform extra-duty assignments i.e. EX, Extra, or Contractual Overload status within the department) shall be given an FTEP value that equals the proportion of a full-time assignment his or her extra-duty assignments represent in the aggregate, and each part-time classified employee shall be given an FTEP value that equals the fraction of a full-time assignment that his or her position represents. The calculation shall be made annually as of the first day of the fall semester. The fall semester FTEP calculation in a given year will determine the reassigned time for the following academic year; thus, the Fall 201119 FTEP determines the 201220-1321 reassigned time, Fall 201221 FTEP determines the 201321-1422 reassigned time, etc.

The following table shows Full-time Equivalent Personnel in the Department, the chair's reassigned time based on FTEP, and the equivalent number of service hours the chair is expected to commit to carrying out his or her responsibilities given the reassigned time he/she receives:

Full-time Equivalent Personnel in the Department as of the Beginning of the Prior Fall Semester	Reassigned Time for Chairs	Equivalent Service Std. Hours per Week
8 and up to 10	0.2 FTE	7.0 hours
more than 10 and up to 14	0.4 FTE	14.0 hours
more than 14 and up to 18	0.5 FTE	17.5 hours
more than 18 and up to 22	0.6 FTE	21.0 hours
more than 22 and up to 26	0.7 FTE	24.5 hours

more than 26	0.8 FTE	28.0 hours
Additional Time for Designated Vice Chairs(s) only		
more than 34 and up to 42	0.2 FTE	7.0 hours
more than 42	See Sec. F.5	

Each department chair with reassigned time specified in the foregoing table will, during his or her term of office only, be shifted from a C-Basis to a proportional D-Basis schedule, with the proportion of D-basis pay based on the FTE value of the reassigned time he/she receives.

Notwithstanding anything in this article to the contrary, under special circumstances, and at the request of the department, the college president in consultation with the AFT chapter president may, for a renewable period of no more than three years, grant 1.0 reassigned time to a department chair of a department with more than 34 FTEP by reallocating to the chair the first 0.2 FTE reassigned time normally reserved for a designated vice chair.

Library Department chairs and Nursing Department chairs shall be paid and assigned on the D basis. Nursing Department chairs must take actions necessary to retain competency and recency for return to a full-time teaching position in nursing.

Contract and regular full-time faculty department chairs shall be eligible to be assigned up to 0.4 FTE in adjunct assignments during the fall and spring semesters. An adjunct load of 0.6 FTE may only be assigned upon the department chair's written verification to his/her supervising administrator that he/she is meeting all of his/her full-time faculty obligations as listed in Appendix Q and is meeting his/her obligations as department chair.

D. Department Chair Duties

1. The reassigned time for chairs indicated in Section C is granted so that the department chair will be able to fulfill the chair's leadership responsibilities and perform the operational duties assigned by the college administration. The college administration shall rely upon the advice and recommendations of the elected chairs. ~~Whether or not the chair is entitled to receive reassigned time under Section C, she or he~~ The chair must comply with shall fulfill the following responsibilities and duties which include but are not limited to completing tasks, advising, and making recommendations on the following:
 - a. preparing budgets, monitoring and recommending approval of expenditures, initiating requisitions, submitting work orders, preparing HR forms, and other forms and requests;
 - b. preparing class schedules; reminding faculty of their obligation to submit textbook orders in a timely manner; maintaining course outlines; facilitating the development of new or revised courses and programs; assisting in efforts to articulate courses and programs with other schools and colleges; monitoring the

development of SLOs, PLOs, and assessments; when appropriate, participating in advisory committee meetings; and ensuring completion of program reviews based on the college's procedures.

- c. consulting with faculty in the various disciplines, appropriate experts, college officials, and others to coordinate curriculum development or service improvement efforts within the department and with other departments;
 - d. recruiting, selecting, evaluating (per Articles 19 and 42), and ~~assigning~~ staffing of faculty; assignments classified employees, and student workers in the department, and monitoring their performance;
 - e. representing the department as an academic or service unit within the college, on college committees, task groups, or other governance bodies, and serving as a reliable intermediary between the department and the college administration;
 - f. being regularly available to students who enroll in the department's courses or make use of the department's services, to facilitate their success, respond to their inquiries and concerns, explore their suggestions, and monitor their complaints;
 - g. facilitating strong collegial relationships and teamwork among the department's full and part-time faculty and staff and facilitating adherence to applicable professional standards.
 - h. mandatory attendance at the annual Department Chair Workshop provided by the AFT and the District.
 - i. attending to all matters related to temporary non-contract faculty, including regular communication.
2. Additional duties for hazardous materials reporting mandated by state or federal regulation shall be compensated by the college upon recommendation of the supervising administrator, in consultation with the chair and the AFT chapter president, by payment at non-classroom adjunct rate, not subject to the 67% limit of Article 13.C.
3. Each department chair shall, in consultation with the appropriate vice president or designee, establish a flexible work schedule plan that will minimize conflicts between the chair's teaching or other duties and his or her performance of the duties of department chair, including sufficient time for student consultations on department issues. Additionally, Each department chair, proportional to the amount of reassigned time provided, shall ensure his or her availability on-campus for required meetings, consultations, and other activities or events where the chair's presence is ~~important~~ essential. And each department chair shall limit his or her acceptance of additional assignments or other commitments to the extent necessary to ensure that he/she will remain fully accountable for the quality, completeness, and timeliness of his or her performance of the duties of department chair.
4. At the beginning of each academic year, each department chair shall, in consultation with his or her departmental colleagues and the appropriate vice president or designee, establish annual goals for the department. Any evaluation of a department

chair under Article 19 shall review both the chair's fulfillment of the responsibilities of the department chair assignment, and his or her contribution towards the attainment of or progress toward achieving those goals.

- E. Salary Differential.** Each department chair who is paid and assigned on the D-basis under Section C shall also receive a responsibility differential (per Appendix A.1.c.) in addition to any other differential he/she already receives.

A department chair on any leave during which he/she does not continue to perform the duties of the department chair assignment shall not receive the responsibility differential for the duration of the leave.

F. Department Vice Chairs, Designated and Appointed

1. During any year in which the full-time equivalent personnel in a department totals more than 34, the department shall have at least one designated vice chair. Regular faculty members, second-, third- and fourth-year contract faculty members are eligible to serve as designated vice chairs. The designated vice chairs shall be selected by the department and may be removed at any time by the chair. The term of each designated vice chair shall be the same as that of the chair as long as the department size warrants having one or more designated vice chairs.
2. In any department with scheduled classes taught by adjunct faculty, and in any other department where the department chair – after consultation with the appropriate vice president or designee – determines it is appropriate, the department chair may select one or more appointed vice chairs. Appointed vice chairs serve at the pleasure of the department chair.
3. The role of a designated or appointed vice chair is to assist the chair in performing specific duties normally assigned to the chair but instead delegated to the vice chair. In every case, however, the department chair shall remain responsible for the overall quality, completeness, and timeliness of the work performed.
4. Each nursing department shall designate a vice chair/assistant director. ~~If the nursing department has an active enrollment of 150 or more students, the vice chair/assistant director shall receive a minimum 1/9 FTE reassigned time per semester to function in the role of vice chair/assistant director as defined by the Board of Registered Nursing. In departments where there are limitations on available faculty, and sections would need to be reduced to allow for the reassigning, then a stipend equal to the dollar amount of a 1/9 FTE shall be paid.~~
5. In addition to the reassigned time specified in the table set forth in Section C, 0.2 FTE reassigned time shall be made available to each department that has more than 34 FTEP, and a further 0.2 FTE reassigned time shall be made available for each additional 8 FTEP in department size thereafter (i.e., at more than 42 FTEP, 50 FTEP, etc.). The additional

reassigned time provided under this section shall be used exclusively to enable any designated vice chairs in the department to perform specific duties that have been delegated to the vice chair pursuant to Section F.3, above. The reassigned time granted to designated vice chairs shall be on the C-basis, and designated vice chairs shall not receive a responsibility differential.

6. Each college shall provide each department that offers adjunct rate assignments to ~~adjunct~~ faculty with funding to enable the department to compensate the department chair and/or designated or appointed vice chairs for the ~~supervision responsibility (including evaluation) of adjunct and other temporary faculty members in the department.~~ monitoring of these assignments. Monitoring duties include but not limited to recruiting and recommending the selection of faculty members; initiating and monitoring the timely completion of administrative actions needed so the administration may officially employ and properly assign the faculty members; providing the administration with scheduling documentation relating to the recommended staffing of assignments including any instructor refusals to accept an assignment offer that become known at the informal stages of schedule development; assisting the faculty members in securing necessary and appropriate forms, supplies, tools, keys, and other relevant materials, as well as any available faculty services and resources (e.g., library services, office space, telephone and computer access, etc.); advising the faculty members about the requirements of their jobs and the expectations to which they will be held; monitoring the performance of the faculty members and, when needed, formally evaluating them as specified in Article 19.

The department chair is responsible for, and has the authority to assign the monitoring supervision of, adjunct and other temporary faculty to himself/herself or to delegate the monitoring to the a designated or appointed vice chairs. Department chairs and vice chairs who assume responsibility for monitoring-supervising adjunct work, and evaluating adjunct and other temporary faculty shall receive non-classroom adjunct rate pay as calculated according to the number of adjunct or other temporary faculty members they are assigned to monitor supervise and evaluate as of the first census week as indicated below:

- a. allow 0.5 hours for each ~~monthly~~ regular or contract rate faculty member ~~with EX status~~ the chair or vice chair is assigned to supervise monitor and evaluate
- b. allow 2.5 hours for each temporary faculty member ~~with LT status~~ the chair or vice chair is assigned to supervise monitor and evaluate
- c. combine the amounts in a. and b. ~~and round off to the closest hour.~~

Vice chairs who perform the evaluation of adjunct faculty shall be paid the appropriate compensation outlined in 6.a.b. above.

~~Responsibility for supervision of monthly rate faculty members with EX status and of temporary faculty members with LT status may include but is not limited to recruiting and selecting the faculty members; initiating and monitoring the timely completion of all administrative actions needed to officially employ and properly assign the faculty members; assisting the faculty members in securing necessary and appropriate forms, supplies, tools, keys, and other relevant materials, as well as any available faculty services and resources (e.g., library services, office space, telephone and computer access, etc.);~~

~~advising the faculty members about the requirements of their jobs and the expectations to which they will be held; monitoring the performance of the faculty members and, when needed, formally evaluating them as specified in Article 19.~~

G. Student Workers. Whenever possible, the college shall provide each department with student workers within the limits established by the Work Study and/or E.O.P.S. budgets, or any other appropriate funding resources.

H. Acting Department Chair

1. Whenever a department chair is on leave for twenty or more days, or otherwise unavailable to perform the duties of department chair for a period of that duration, his or her duties, reassigned time, and department chair compensation shall be temporarily transferred to an acting department chair.
 - a. For a department with one designated vice chair, the designated vice chair shall be designated as the acting chair.
 - b. For a department with more than one designated vice chair, the acting chair will be elected from among the designated vice chairs by the members of the department.
 - c. For a department without a designated vice chair, the acting chair will be designated by the chair in consultation with the members of the department and the vice president or designee.
2. Whenever a department chair is on leave for fewer than twenty days, the chair shall designate a member of the department as a temporary chair without additional compensation.

I. Clerical Assistance. The parties agree that adequate clerical support is important and contributes significantly to the effective operation of departments. The college should include a regular review of departmental clerical support needs in its classified staffing plans. In any event, departments that are comprised of twenty or more full-time equivalent faculty members (FTEF) (including faculty members on leave) shall have at least one FTE office assistant assigned to that department. See also Article 44.

Tentative Agreement Reached: 5-15-2020

For District: Albert Román: _____

Mercedes Gutierrez: _____

For Faculty Guild: William Elarton-Selig: _____

Mindy Chen: _____

Evaluation

Purpose of Evaluation

The excellence of the institution depends on the quality of its faculty members. Faculty evaluation is a method of addressing faculty performance. Meaningful evaluations can enhance faculty performance and promote excellence by providing positive reinforcement, constructive advice, and specific recommendations for improvement and professional growth. The evaluation process will follow the suggested evaluation plan time table and worksheet in Appendix C.

A. General Provision

1. Formal evaluations have several purposes. They include the following:
 - a. recognizing outstanding performance,
 - b. improving satisfactory performance and furthering the growth of faculty members who are performing well,
 - c. identifying weak performance and assisting faculty members in achieving required improvement, and
 - d. documenting unsatisfactory performance.
 - e. Formal evaluations review a faculty member's performance of her/his scheduled duties as well as all of her/his other contractual and professional obligations.
2. Formal evaluations shall be conducted and documented as prescribed in this article. They shall occur at intervals that are at least as frequent as those prescribed ~~in Sections B, I, C, D and E throughout this Article~~ and can take the form of a basic evaluation, a comprehensive evaluation, an administrative evaluation, or a specialized evaluation, for example, a department chair evaluation.
 - a. A basic evaluation is an evaluation that reviews a faculty member's performance with limited structured ~~little, if any, structured data gathering,~~ and without the establishment of a peer review committee.
 - b. A comprehensive evaluation is an evaluation that reviews a faculty member's performance based on information derived from considerable structured data gathering under the supervision of a peer review committee.
 - c. An administrative evaluation is a review of a faculty member's performance conducted by an appropriate vice president or designee.

3. As used in this article, the terms tenured or regular faculty, probationary or contract faculty, and temporary faculty shall be defined as follows:
 - a. Tenured or regular faculty are those faculty members who have completed their probationary period and obtained permanent status.
 - b. Probationary or contract faculty are those faculty members who are employed under an annual contract in a probationary assignment, but who have not completed their probationary period.
 - c. Temporary faculty are those faculty members who are neither tenured nor probationary and are employed under provisions of the Education Code that authorize their service as temporary employees. They may be either adjunct faculty or temporary "monthly-rate" faculty.

4. Mandatory Evaluation Training

During the spring semester in preparation for the next academic year, training shall be ~~scheduled~~ provided for all evaluators. This training will be mandatory once every three (3)-years after initial training and attendance is mandatory. The purpose of the training is to give the evaluators the skills and knowledge necessary to provide the evaluatee with positive reinforcement, consistent constructive advice, and specific recommendations for improvement or professional growth during the next evaluation cycle. Training is developed and provided by the AFT and the District in order to review best practices, procedural evaluation steps and due process.

5. Departments Without Faculty Chairs

The administrator assigned the supervisory responsibility for a department without a faculty department chair shall assume the responsibilities delegated to the department chair by this article, except for serving as the department chair on the peer review committee under section H.1.a of this article and in Article 42. A faculty member must serve in the role of department chair on the review committee. In appointing a replacement, the ~~administrator-vice president or designee~~ will select an appropriate faculty member to serve on the evaluation committee. The Child Development Center director shall assume the responsibilities delegated to the department chair or vice chair per Article 17 F. 6. by this article for the evaluation of Child Development Center teachers. The PACE Director shall assume the responsibilities delegated to the department chair or vice chair per Article 17 F. 6. for evaluation of faculty teaching in the PACE program.

B. Evaluation of Tenured Faculty

1. Tenured faculty members shall be evaluated every three academic years ~~in~~ during the fall or spring semester. Disregarding those instances in which an administrative evaluation or specialized evaluation is appropriate, the form of the evaluation shall alternate between a basic evaluation and a comprehensive evaluation, beginning with the basic evaluation, unless the following occurs:
 - a. the faculty member elects to receive a comprehensive evaluation; or
 - b. the faculty member's department chair, with the concurrence of the appropriate vice president or designee, calls for a comprehensive evaluation.
2. To initiate a formal evaluation, the appropriate vice president or designee shall send the tenured faculty member, and his or her department chair, a notice informing them that the faculty member will be evaluated as provided in this article and, if a comprehensive evaluation is not already required by this section, describing how the form of the evaluation will be determined.

C. Evaluation of Tenured Faculty Serving as Directors, Instructors Special Assignment, Consulting Instructors, Disability Specialists, College Nurses or in Similar Assignments

1. Tenured faculty members who are serving as directors, instructors special assignment, consulting instructors, disability specialists, college nurses or in similar assignments shall be evaluated every three years in accordance with this article; however, if the faculty member is not a member of a department (counselors in EOPS, DSPS, Matriculation, and CalWORKs are not external to a department) and reports directly to a supervisor, the evaluation shall instead be conducted as specified in Sections G through J with the following modifications:
 - a. for a basic evaluation, the evaluation shall be recorded on an appropriate specialized evaluation form in Appendix C, completed by the faculty member's supervisor; and
 - b. for a comprehensive evaluation, in place of the peer review committee described in Section H. 1, the college president or designee shall appoint a committee consisting of the following:
 - i. the faculty member's supervisor or his or her designee; and
 - ii. two tenured faculty members, one of whom shall be selected by the evaluatee and one of whom shall be chosen jointly by the appropriate vice president and the AFT chapter president. Rather than recording the evaluation on a standard comprehensive evaluation form, the committee shall record the

evaluation on an appropriate specialized evaluation form found in Appendix C.

D. Evaluation of Department Chairs

1. During a faculty member's service as a department chair, his or her performance of the department chair's duties and responsibilities shall be evaluated at the end of his or her first year of service as department chair and at least once every other academic year thereafter.
2. The evaluation of a department chair shall be conducted by the appropriate vice president or designee in the following manner:
 - a. the appropriate vice president or designee shall solicit information about the department chair's performance of his or her duties and responsibilities as chair. The Evaluation of Department Chair/CDC Director/Nursing Director Form found in Appendix C shall be distributed to the faculty and staff in the evaluatee's department as well as any others the vice president or designee believes should have relevant information about the evaluatee's performance as department chair. Faculty shall have ten (10) working days to return the forms to the appropriate vice president or designee.
 - b. the vice president or designee shall record the evaluation results on the Department Chair/CDC Director/Nursing Director Form (see Appendix C).
 - c. the department chair may submit written comments on the evaluation within ten (10) working days, which will be appended to the evaluation.
3. The evaluation of a department chair is a specialized evaluation that is separate from and in addition to the normal evaluation of the department chair as a faculty member.

E. Evaluation of Temporary Adjunct Faculty

1. Temporary adjunct faculty shall receive a basic evaluation before the end of their second semester of employment and at least once every six semesters of employment thereafter. In each instance, other than those in which an administrative evaluation is applicable, the evaluation shall be a basic evaluation conducted in the manner specified in Section G, below. However, temporary adjunct faculty members without seniority shall not be eligible to receive a comprehensive evaluation following a basic evaluation. Nevertheless, any temporary adjunct faculty member with seniority rights may request a comprehensive evaluation following a basic evaluation, and that request shall be granted if it follows an

evaluation in which the temporary adjunct faculty member's performance was rated "needs to improve" or "unsatisfactory."

2. To initiate a formal evaluation, the appropriate vice president or designee shall send the temporary faculty member and his or her department chair a notice informing them that the faculty member will be evaluated as provided in this article and specifying the time by which the evaluation should be completed.

F. Evaluation of Probationary Faculty

Probationary faculty shall be evaluated as specified in Article 42, Tenure Review and Evaluation of Contract (Probationary) Faculty.

G. Basic Evaluations of Tenured and Temporary Faculty

1. The evaluation shall be recorded on the appropriate basic evaluation form (see Appendix C) completed by the faculty member's department chair or a tenured faculty member designated by the department chair in consultation with the appropriate vice president or designee. Once completed, the evaluation shall be given to the faculty member and a copy shall be placed in the faculty member's personnel file.
2. When the completed evaluation is given to the faculty member, no later than ~~the 12th week of the semester~~, three fourths (3/4) of the way through either the semester or session, if the faculty is teaching a short term course, it shall be accompanied by written advice that the faculty member has the right to submit a written comment regarding the evaluation within ten (10) working days. If the faculty member chooses to submit a comment, it shall be appended to the copy of the evaluation contained in the faculty member's personnel file.
3. In assessing the evaluatee's performance, the department chair or designee ~~individual~~ responsible for completing the evaluation shall not be required to conduct any structured data gathering. The evaluator shall rely on available information but only to the extent that it is relevant and obtained from appropriate sources (for example, information derived from: personal observation or experience with the evaluatee; the evaluatee's peers or other co-workers; student evaluations, if any; self-evaluative material prepared by the evaluatee ~~himself or herself~~, or prior evaluations).
4. Student evaluations shall be completed for all faculty (see Ed Code section 87663). The appropriate forms for student evaluations found in Appendix C shall be used. The process for student evaluations shall follow the format as described in G.4.a. through G.4.~~c.~~ below. For the

basic evaluation, the term “evaluator” used in the following format shall mean the “department chair or designee.”

~~a. **Distribution of classroom faculty student evaluations.** The evaluator shall be responsible for distributing the necessary student evaluation forms to the class(es), and the process shall be conducted with no faculty or administrators present. A student shall be selected to whom the evaluator shall give the forms for distribution. The selected student will collect the completed forms and place them in an envelope. The selected student will seal, sign, and date across the sealed portion of the envelope and return it only to the evaluator.~~

ba. **Online Student Evaluations.** For face-to-face courses, student evaluations shall be conducted in a hard copy or online format at the discretion of the evaluatee. For distance learning (DL) or hybrid courses, student evaluations shall be conducted in the online format.

1. Hard Copy Option: Distribution of classroom faculty student evaluations. The evaluator shall be responsible for distributing the necessary student evaluation forms to the class(es), and the process shall be conducted with no faculty or administrators present. A student shall be selected to whom the evaluator shall give the forms for distribution. The selected student will collect the completed forms and place them in an envelope. The selected student will seal, sign, and date across the sealed portion of the envelope and return it only to the evaluator.

~~B 2. Online Option: For faculty who teach all or part of their assignment through Distance Learning (DL) courses, student evaluations for DL courses will be conducted using appropriate form in Appendix C. In discussion with the evaluatee, the evaluator will agree upon a manner to distribute and receive student evaluations in consultation with the department chair or designee and the appropriate vice president or designee the college’s DL coordinator. One of two methods shall be used to distribute and receive student evaluations:~~

~~i. **Online Survey.** If this option is used, The department chair or designee and the appropriate vice president or designee the DL coordinator will upload collect the data virtually for the completion of the appropriate student evaluation forms found in Appendix C, and ensure the responses are sent to an email account agreed upon by the evaluator, and ensure that all other requirements.~~

~~ii **Direct emails of a Writable PDF.** If this option is used, the DL coordinator will send the writable student evaluation form to each student registered in the class and allow for the evaluation to be returned to an email account agreed upon by the evaluator.~~

- ii. Students shall be given ~~at least~~ one week to complete the online student evaluation form. Once the time frame for the student evaluation has expired, the evaluator will meet with the evaluatee to review the student evaluations consistent with G.4.~~d below~~above.

~~e b.~~ Non-classroom faculty student evaluations. Student evaluations will be conducted using the appropriate form in Appendix C in hard copy or online format at the discretion of the evaluatee. The evaluator will be responsible for collecting student evaluations. The process for collecting the student evaluations will be agreed upon by the evaluatee and the evaluator. ~~Student evaluations will be opened and reviewed in a~~ and shall be consistent with G. 4. a. ~~below~~ above.

~~d c.~~ Reviewing of student evaluations. The evaluator and/or the evaluation committee chair shall open the paper copy or electronic file, depending on the evaluation method used and review the student evaluations with the evaluatee present and share those evaluations with the evaluatee in a manner that preserves the students' anonymity. The evaluator shall retain the student evaluation forms for the evaluation report. Only student evaluation forms collected for the current evaluation process shall be reviewed by the evaluator. At the completion of the evaluation process and after grades have been submitted by the evaluatee, the original student evaluation forms will be given to the evaluatee.

5. Process for Observation of Faculty

- a. The department chair or designee must inform the faculty member of a timeframe for being observed.
 - b. If the faculty member teaches a DL course, the department chair or designee will have access to the DL course for a mutually agreed upon timeframe.
6. The ~~person responsible for completing~~ the evaluation summary will indicate the rating of a faculty member's performance. If the overall rating is a "needs to improve" or "unsatisfactory," the evaluator shall prepare a written improvement plan which should include appropriate professional growth activities to address those specific issues (see Appendix C).
7. If a faculty member's overall performance on his or her basic evaluation is rated "needs to improve" or "unsatisfactory," the faculty member shall be informed in writing by the department chair or designee that he/she has the right to a comprehensive evaluation and

asked if he/she wants one. The faculty member must respond, in writing, within ten (10) working days. If a comprehensive evaluation is requested, it shall commence no later than the next academic semester.

8. Following a basic evaluation, a tenured faculty member may request, and if requested, shall receive a comprehensive evaluation, which shall commence no later than the next regular semester.

H. Comprehensive Evaluations of Tenured and Temporary Faculty

1. The president or designee shall appoint a peer review committee to conduct the evaluation. The committee shall consist of the following:

a. the appropriate vice president or designee, who shall ensure adherence to the evaluation process, provide relevant materials, and may serve as a participating, non-voting member of the committee;

b. a peer review committee comprised of:

i. the appropriate department chair or

~~b. ii.~~ two tenured faculty members, one of whom shall be selected by the evaluatee and one of whom shall be chosen by the department; ~~and~~

~~c. the appropriate vice president or designee, who shall ensure adherence to the evaluation process, provide relevant materials, and serve as a participating, non-voting member of the committee;~~

~~dc.~~ The appropriate vice president may name a non-voting designee to serve on the committee anyone who is an academic administrator at the college or any other community college in California. A department chair may name a voting member designee to serve on the committee anyone who is an academic administrator or a tenured faculty member at the college, or any other community college in California. with the approval of the college president, anyone who is an academic administrator or a tenured faculty member at another community college in California.

ed. The faculty member has the option of submitting a timely challenge to the appointment of any one voting member from the peer review committee. To be timely, the challenge must be received in writing by the college president on or before the date of the peer review committee's first meeting. Whenever a

committee member needs to be replaced because of the receipt of a timely challenge, the college president or designee shall promptly appoint a replacement by following the appointment process applicable to the replacement member's predecessor.

2. Once appointed, the peer review committee shall elect one of its members to serve as its chairperson. The role of the committee chairperson shall be to convene committee meetings, prepare meeting agendas, preside at those meetings, and maintain an evaluation file consisting of all of the documents and other materials that are relevant to the evaluation and that need to be preserved as a part of the process.
3. Before commencing any structured data, excluding monitoring data from software, such as Cranium Cafe, gathering or engaging in any other substantive business, the peer review committee shall prepare a plan to be followed by the evaluators and evaluatee for the current evaluation that considers the following:
 - a. a review of the written improvement plan or the evaluatee's professional growth plan if either one exists;
 - b. the materials it intends to request from the faculty member being evaluated (for example: observations consistent with H.6. below, self-evaluation materials; representative course syllabi; sample class assignments, tests, or exercises; selected course handouts; student evaluations, or other relevant work products.);
 - c. the extent to which it intends to collect data from students, peers, administrators or other individuals using the data collection instruments set forth in Appendix C;
 - d. the timeframe for when student evaluations will be administered and for which course section(s);
 - e. how it intends to inquire into the nature and extent of the faculty member's response to recommendations contained in any of his or her prior evaluations;
 - f. whom it intends to charge with the responsibility of collecting the data, whether a member of the committee or not; and
 - g. a general schedule indicating a timeframe for when the committee intends to complete its work.
4. Before adopting a final version of its plan, the committee shall share a draft of the plan with the faculty member being evaluated and solicit his or her comments. Once it adopts a final plan, the committee shall send a copy of the plan to the evaluatee and the appropriate vice president.
5. Student evaluations shall be completed for all faculty both online and

face-to-face (see Ed Code section 87663). The appropriate forms for student evaluations found in Appendix C shall be used. The process for student evaluations shall follow the format as described in G.4.a. through G.4.d. of this Article. For the comprehensive evaluation, the term "evaluator" used in the above referenced format shall mean the "peer review committee" or the "chair of the peer review committee," however such committee to delegated such responsibility amongst the committee members.

6. Process for Observation of Faculty

- a. The peer review committee must inform the faculty member of a timeframe for being observed.
 - b. If the faculty member teaches a DL course, the peer review committee will have access to the DL course for a mutually agreed upon timeframe.
 - c. Each class type (Face-to-Face or Distance Learning) will be observed by the evaluator at least once to ensure that all modalities are evaluated during the process.
7. At the conclusion of its data gathering, the peer review committee shall review all of the data collected as part of the evaluation plan, as well as any formal recommendations to the faculty member contained in his or her past evaluations. Based on that information, the committee shall complete a comprehensive evaluation summary using an appropriate summary form (see Appendix C). For each applicable performance category listed on the form, the committee shall do the following:
 - a. prepares a brief narrative assessment of the faculty member's performance that reflects the committee's analysis of the data it collected; and
 - b. assigns one of the following ratings: "meets/exceeds expectations" or "needs to improve." The committee may also include as a part of the comprehensive evaluation summary any formal recommendations to the faculty member being evaluated it believes are appropriate.
8. As a part of the comprehensive evaluation summary, the peer review committee shall also include its recommendation as to whether the faculty member's overall performance should be rated as "meets/exceeds expectations," "needs to improve," or "unsatisfactory."
9. ~~Formal actions~~ recommendations of the peer review committee shall be taken by majority vote of the committee, but if the members of the committee do not agree on the content of the comprehensive evaluation summary, the committee shall provide for dissenting views to be documented and shall be included as a part of the summary.
10. In addition to completing a comprehensive evaluation summary, if the

overall rating is a “needs to improve” or “unsatisfactory,” the peer review committee shall also prepare a written improvement plan, which should include appropriate professional growth activities to address those specific issues. (See Appendix C). The peer review committee will hold a final evaluation meeting with the faculty member to discuss the committee’s findings.

- 11.** The peer review committee shall forward the comprehensive evaluation summary to the faculty member being evaluated for his or her comment. If the faculty member submits written comments within ten (10) working days, the committee shall review them and take any additional action it determines to be appropriate in light of the comments. Thereafter, it shall forward the completed evaluation file (including the evaluation plan, the data collection instruments the committee relied upon in preparing the evaluation, the comprehensive evaluation summary, any written comments provided by the evaluatee, and any other relevant documents) to the appropriate vice president or designee. ~~If the faculty member declines to comment, or fails to comment within ten (10) working days of the date on which the committee sent the summary to the faculty member, the peer review committee shall forward the completed evaluation file (including all of the materials referenced above) to the appropriate vice president or designee.~~
- 12.** Based solely on the comprehensive evaluation summary and the accompanying materials in the evaluation file, the appropriate vice president or designee shall do either one of the following:
 - a.** completes the evaluation by formally accepting and signing the peer review committee’s evaluation summary; or
 - b.** returns the evaluation to the peer review committee with a written explanation of the reasons he/she declined to accept the evaluation and comments regarding proposed steps the committee should take to remedy the problems he/she perceived.
- 13.** If the appropriate vice president or designee declined to accept the evaluation and instead returned it to the peer review committee, the following shall occur:
 - a.** The peer review committee shall review the explanation of the reasons the evaluation was not accepted and consider the proposed steps to remedy the problems the appropriate vice president or designee perceived with the evaluation. If the committee determines that additional actions are necessary to enhance or improve the evaluation in light of the explanation and comments from the appropriate vice president or designee, it shall take those actions. It may also revise, correct, or amend the evaluation summary in any way it determines is appropriate or leave it unchanged.

- b. Once the peer review committee has completed any actions it determined to be necessary to enhance or improve the evaluation and made any revisions, corrections, or amendments to the evaluation summary that it determined to be appropriate, it shall again forward the evaluation summary (with a written statement of the actions it took, if any) to the evaluatee for his or her comment. If the faculty member declines to comment, or fails to comment within ten (10) working days of the date on which the committee sent the summary to the faculty member, the peer review committee shall forward the evaluation summary to the appropriate vice president or designee.
 - c. Upon receiving the evaluation summary, the appropriate vice president or designee shall complete the evaluation by formally accepting and signing the peer review committee's evaluation summary.
- 14.** Once the appropriate vice president or designee has completed the evaluation by formally accepting the peer review committee's evaluation summary, he/she shall deliver the evaluation summary to the faculty member and place a copy of it in the faculty member's personnel file (see Article 24).
- 15.** The completed evaluation, when delivered to the faculty member by the appropriate vice president or designee, shall be accompanied by written advice that the faculty member has the right to submit a written comment regarding the evaluation. If the faculty member chooses to submit a comment, it shall be appended to the copy of the evaluation contained in the faculty member's personnel file.

I. Administrative Evaluation

The college president or designee may initiate an administrative evaluation if one of the following conditions exists:

- 1.** a faculty member's overall performance on his or her comprehensive evaluation is rated "needs to improve" or "unsatisfactory;" or
- 2.** the college president cites identifiable issues about the faculty member's performance that are disclosed by the faculty member's basic evaluation, the faculty member declines the opportunity to receive a comprehensive evaluation, and the department chair concurs that the issues cited by the college president warrant further review and documentation through an administrative evaluation; or
- 3.** the college president cites identifiable issues about the faculty member's performance that are disclosed by the faculty member's comprehensive evaluation, and the peer review committee concurs that those issues warrant

further review and documentation through an administrative evaluation; or

4. the college president or designee determines that an administrative evaluation is appropriate to review events or circumstances that could lead to formal disciplinary action under Education Code Section 87732 (in which case the evaluation, once completed, shall be deemed to have served the purposes specified in Education Code Section 87671).

Any administrative evaluation initiated under Subsection 1, 2 or 3 of this section, absent exigent circumstances, shall be commenced within (30) thirty working days of the completion of the basic or comprehensive evaluation. Furthermore, it shall be concluded within (60) sixty working days based on the faculty member's assigned schedule.

J. Administrative evaluations shall be conducted as follows:

1. If the administrative evaluation follows a basic or comprehensive peer review evaluation, the appropriate vice president or designee shall solicit input from the following:
 - a. the individual who completed the evaluation (in the case of a basic evaluation) or the peer review committee (in the case of a comprehensive evaluation);
 - b. appropriate individuals the faculty member identifies as having relevant information about his or her performance; and
 - c. any others the appropriate vice president or designee believes should have relevant information about the performance of the faculty member.

All such input shall be considered by the appropriate vice president or designee before he/she completes the administrative evaluation.

2. The appropriate vice president or designee may, if it is appropriate to the evaluation, observe the faculty member as he/she teaches or performs his or her other duties, conduct student evaluations with prior notification to the faculty member as to when such student evaluations would occur, ~~or~~ and collect relevant data through other appropriate data collection methods.
 - a. If the vice president or designee chooses to observe the faculty member, the process described in G.5 shall be used.
 - b. If the vice president or designee chooses to collect student evaluations, the process described in G.4 shall be used.
3. The administrative evaluation shall be recorded on the appropriate administrative evaluation form (see Appendix C). Once the appropriate

vice president or designee has completed the form, he/she shall deliver the evaluation to the faculty member and place a copy of the form in the faculty member's personnel file.

4. The completed administrative evaluation, when delivered to the faculty member by the appropriate vice president, shall be accompanied by written advice that the faculty member has the right to submit a written comment within ten (10) working days regarding the evaluation. If the faculty member chooses to submit a comment, it shall be appended to the copy of the administrative evaluation contained in the faculty member's personnel file.

Professional Training and Growth ~~and Training~~

Professional Growth Committee

- A. Each college shall establish a Professional Conference and Tuition Reimbursement Fund. The Professional Conference and Tuition Reimbursement Fund shall be administered under procedures adopted by a Professional Growth Committee composed of one academic administrator selected by the college president, at least one regular faculty members selected by the AFT, and two regular faculty members selected by the Academic Senate.
- B. The Professional Growth Committee shall select a faculty member as chair, prescribe the chair's duties and authority, determine its own procedures, and take all other actions by majority vote.
- C. The Professional Growth Committee shall do the following:
 1. recommend the award of reimbursements or other authorized disbursements from the Professional Conference and Tuition Reimbursement Fund of the college on the basis of legitimate criteria listed in the college procedures including, but not limited to, the professional merit of the conferences, workshops, institutes, conventions, seminars, courses, or programs attended, and the extent to which they are likely to enhance the performance of faculty or otherwise contribute to their professional development;
 2. publicize funding opportunities and deadlines;
 3. judge all applications for the use of funds impartially;
 4. award reimbursements or other authorized disbursements from the Professional Conference and Tuition Reimbursement Fund in an appropriate manner (without clear evidence to the contrary as to the appropriateness, such disbursements shall be accepted); ~~and~~;
 5. ~~provide~~ Each primary term distribute an a bi-annual accounting of all funds under the committee's jurisdiction to all faculty at the college and publicize disbursements in a manner agreed upon by the committee.
 6. maintain records of all applications approved, denied, as well as unused funds, and report these to the academic senate each primary term. Records shall be made available online, or in hard copy to all faculty, upon request, in written form.

Professional Conferences

- D. Each college shall use its Professional Conference and Tuition Reimbursement Fund to defray, in whole or in part, the cost of attendance by faculty members at professional conferences, workshops, and seminars, including all necessary and reasonable costs for fees, travel, board, and lodging, not to exceed ~~\$1500~~ 2,000 per faculty member for any conference, workshop, or seminar. Whether or not a particular cost qualifies as being "necessary and reasonable" shall be determined by reference to Board Rules (or any regulations adopted pursuant to them) applicable to all District employees that govern

reimbursement of expenses incurred in the course and scope of employment.

- E. A faculty member who wishes to receive funding for attendance at a professional conference, workshop, or seminar shall file a written application as prescribed in the college procedures governing the administration of the college's Professional Conference and Tuition Reimbursement Fund. The form of the application shall be specified in the college procedures but shall include, at a minimum, the nature and purpose of the conference, workshop, or seminar, an itemization of the estimated costs to be incurred, and the amount of funding requested.
- F. If a college directs a faculty member to attend a conference or meeting, all of his or her necessary and reasonable costs for fees, travel, board, and lodging shall be reimbursed by the college. If the Professional Growth Committee does not recommend funding the faculty member's attendance at the conference or meeting or if there are insufficient funds available from the Professional Conference and Tuition Reimbursement Fund for any other reason, the college shall allocate the funds needed from other sources.

Tuition Reimbursement

- G. Each college shall use its Professional Conference and Tuition Reimbursement Fund to reimburse faculty members for the cost of tuition paid for enrollment in credit courses at accredited colleges or universities or participation in workshops, institutes, or other organized activities that are similar programs of formal training and instruction such as those offered by recognized business, industry, governmental, professional, and occupational organizations or associations.
- H. To be eligible to receive reimbursement, a faculty member must be employed as a contract or regular faculty member or as an adjunct faculty member who is on a seniority list under Article 16. In addition, he/she must comply with all of the requirements set forth in the procedures governing the administration of the college's Professional Conference and Tuition Reimbursement Fund. At a minimum, those procedures shall require the faculty member to do the following:
 - 1. seek and obtain approval of an educational plan before enrollment in the course or program that identifies the course or program the faculty member intends to complete; explains the reasons the faculty member wishes to complete the course or program, as well as the benefits the faculty member and the college should derive from that completion; and specifies the amount of tuition reimbursement sought;
 - 2. successfully complete the course or program for which reimbursement is sought; and
 - 3. submit acceptable evidence of successful completion of the course or program as well as valid proof of the tuition paid by the faculty member within sixty calendar days after the course or program ends.

Unless otherwise expressly provided for in a college's Professional Conference and Tuition Reimbursement Fund procedures, the amount of tuition reimbursement a faculty member can receive for tuition paid during a single academic year shall be

limited to fifty percent of the tuition paid or \$3,000, whichever is less.

Funding Amount & Timeline

I. To provide a minimum level of funding at each college for the purposes of this article, the District shall appropriate the following amount for distribution to the colleges by the approval date of the final LACCD budget \$250,000 \$300,000 each fiscal year for the duration of this contract. Each year, the amount appropriated shall be allocated among the colleges in proportion to each college’s full-time equivalent faculty (FTEF) compared to the total FTEF for all of the District’s colleges. The allocation shall be placed in each college’s Professional Conference and Tuition Reimbursement Fund. For the 2019-2020 academic year, any undisbursed funds remaining in the account at each college shall be rolled over to augment the following year’s regular allotment.

K. Off-site or non-traditional education or training locations

For faculty who voluntarily make themselves available and are assigned to dual enrollment classes or other types of off-site or non-traditional assignment locations, the District shall provide the following:

- 1. training to prepare faculty to address variances in student populations and settings (such as high school, middle school, correctional facilities, etc.);
- 2. services to assist faculty with the logistics of various sites (such as parking, access, keys, technology, registration, and safety).

Training provided at the expense of the District

All faculty will be required to participate in “Implicit Bias & Culturally Responsive” training every three years. This training will be conducted during the fall or spring semesters. The training time may be credited to the faculty members “Flexible Calendar” obligation (flex time).

Tentative Agreement Reached: 5-29-2020

For District: Albert Román: _____

Mercedes Gutierrez: _____

For Faculty Guild: William Elarton-Selig: _____

Mindy Chen: _____

Leaves

A. General Policy on Leaves of Absence

1. **Definition.** A leave of absence is an authorized absence from duty, for a specific period of time and for an approved purpose, with the right to return to a position in the same classification at the conclusion of the leave.
2. **Leave Categories**
 - a. **Mandatory Leaves.** The District shall grant certain mandatory leaves requested by faculty members if requirements have been met and reasons suitably documented. Such leaves are: Bereavement, Illness, Industrial Accident, Family and Medical Leave, Maternity/Paternity, Rest, Pregnancy Disability, Assault and Battery, Military, Government Service, Governmental Order, Parental (mandatory in those instances defined in Section P. 1. d. below; otherwise optional), and Sabbatical Leave.
 - b. **Optional Leaves.** All other leaves requested by faculty members may or may not be granted, depending on the status and service of the faculty member, reasons given for the leave, documentation of these reasons, and effect of the leave upon the work of the particular college or division. If an optional leave is denied, reasons must be specified on an appropriate form.
 - c. **Pre-Retirement Reduced Workload Program** – pursuant to Article 26.
3. **Requirements.** Each leave category has specific requirements which must be met before the leave can be granted. When a faculty member requests a leave comprised of more than one category, the combined leave must be approved in advance and must still comply with the minimum/maximum requirements.
4. **Length of Leave.** The minimum and maximum length of leave (including extension) depends on the type of leave. Except as otherwise provided by this Agreement, in determining eligibility for extension of leaves, a major portion of a semester counts as a semester and part-time leaves are considered the same as full-time leaves. A particular leave may be extended by the chancellor or designee beyond the length of time stated in this Article for that leave. Any combination of consecutive leaves is limited to six semesters unless extended by the chancellor or designee. Leaves are consecutive if not separated by regular service for at least 130 days.
5. **Compensation and Benefits.** Faculty members on leave may receive full pay, partial pay, or no pay depending upon the type of leave. Unless otherwise indicated, a faculty member without health and related benefits due to being on leave shall be eligible to retain health and related benefits by paying the cost of his/her health and related benefits. Each faculty member granted leave shall, at the time notification of leave approval is given, receive written indication of this right and a timetable and schedule for health and related benefits package payment. Faculty members not electing to pay health and related benefits shall have their coverage rescinded until return from leave. Each faculty member granted leave shall, at the time notification of leave approval is given, be so informed. A faculty member on leave whose health and related benefits have been rescinded, shall have those benefits automatically reinstated on the date of official return to service in accordance with the reenrollment provision of Article 27, Benefits.

6. Request Procedure

- a. Leaves for fewer than 21 working days shall be requested orally and granted orally by the college president or vice chancellor.
- b. Leaves for more than 20 working days shall be requested in writing on the proper forms (Form C131 and any necessary supplements). If the college president or vice chancellor approves the release of the faculty member and the Division of Human Resources approves the eligibility of the faculty member the leave shall be granted.

Leave requests must be filed no later than 60 days prior to the start of the semester in which the leave will begin. Faculty members, college presidents and department chairs shall receive notification of leave request disposition within 30 days of filing leave request. If leave request is denied, the reason(s) must be indicated. Exceptions to the filing requirements may be granted by the chief administrative officer of the Division of Human Resources.

7. **Effect on Step Advance.** Time spent on the following leaves counts as service toward step advance: All paid leaves, Exchange, Government Service, Military, Organization leaves. Time spent on other types of leave does not count toward step advancement.
8. **Effect on Retirement.** Time on the following leaves counts as service toward retirement in the same proportion as the salary received: Illness (if paid), Industrial Accident, Military, Sabbatical, Exchange (if paid by the Los Angeles Community College District).
9. **Effect on Leave Privileges.** Most leaves require at least two consecutive semesters or the hourly equivalent of 130 days of full-time actual service immediately preceding the leave. A Sabbatical, Exchange or Government Service Leave meets this requirement. Time on other leaves does not meet this requirement.
10. **Effect on Sabbatical.** Time on Exchange or paid Military leaves counts toward the service requirement for Sabbatical leave. Time on other leaves does not count. Leaves do not break time service continuity for Sabbatical but may reduce the days served in a year below the minimum required.
11. **Effect on Points.** Faculty members on leave may earn points without limitation (except for educational travel) but may use them for column advance only under the same limitations that apply to faculty members in active service.
12. **Effect on Assignment.** A faculty member returning from leave is reassigned to the college or division from which leave was taken unless a transfer would have been made if the faculty member had been on duty.
13. **Return to Service.** Request to cancel an approved leave or to return to service prior to the expiration date of the leave will be considered by the college president or vice chancellor on the basis of convenience to the District. There is no obligation to permit such cancellation or early return. Even though a request to cancel a leave is made before the effective date, there is no obligation to approve such a request.
14. **Failure to Return.** Failure to report for duty at the expiration of leave may be adequate cause for dismissal.

Paid Leaves

B. Bereavement Leave (*Mandatory*)

1. Definition. A bereavement leave is an approved absence due to the loss by death of a person related by blood or marriage, or whose domestic relations were close, or who was a close friend, or who lived in the same domicile. Bereavement leave is also granted for absence due to:

- a. Official notice in time of war that a member of the immediate family is “missing in action,” or
- b. Official notice that a deceased member of the immediate family is being returned by the armed forces for interment in this country.

2. Requirements

STATUS: All faculty members are eligible for a bereavement leave except a day-to-day substitute.

SERVICE: Faculty members must be in active service (not on leave) at the time of the leave.

3. Length and Time of Leave

A maximum of three working days (or five days if more than 200 miles travel one-way is required) for the death of a member of the “immediate family,” not necessarily consecutive, within ten calendar days after demise or notification of date of funeral. A three-day bereavement leave may be granted for each death described above even though more than one death occurs simultaneously; such leaves may be consecutive.

4. Compensation

- a. Regular salary shall be paid for a maximum of three- or five-days absence for each instance of absence due to bereavement as described above.
- b. Salary payment must be authorized by the college president or vice chancellor and reported on the appropriate District-designated form.

5. Effect on Benefits. Bereavement absence with pay counts toward benefits as paid service.

6. Request Procedure. Make a request to the college president or vice chancellor.

C. Exchange Leave (*Optional*)

1. Definition. An exchange leave is a leave granted to permit a faculty member to serve as an exchange faculty member in any foreign country or in any state, territory, or possession of the United States.

2. Status Requirement. The faculty member must have regular status on the effective date of the leave.

3. Length of Leave. The exchange is for one academic year only, unless extended for one additional year by consent of the chancellor and faculty member concerned.

4. Compensation. The compensation is determined by the exchange agreement.

5. Effects on Benefits

- a. **Leave of Absence.** One year on an exchange leave counts toward the service requirement

for a sabbatical leave. At the completion of any exchange, the faculty member shall serve at least two consecutive years with a minimum of 130 days of full-time service each year before being eligible for another exchange assignment.

- b. Step Advance.** Credit for service on an exchange leave counts toward step advance as if service was in the District. A faculty member on such an exchange must have served a minimum of 130 days for which salary is paid, other than for illness or quarantine, while in the employ of the outside organization, in order to receive step advance upon return to the District. An affidavit of this experience completed by a representative of the employing organization must be filed with the Division of Human Resources verifying this service.
- c. Retirement.** Service on an exchange leave counts toward retirement if approved by CalSTRS. If retirement contributions are not deducted from compensation, the faculty member must personally arrange for payment of required contributions.

D. Governmental Order Leave Including Jury Duty (*Mandatory*)

- 1. Definition.** A governmental order leave is granted to a faculty member to appear as a witness in court other than as a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the faculty member. A jury duty leave is a form of governmental leave granted to a faculty member for the actual time he/she needs to be absent to comply with a summons for jury duty.

2. Requirements

STATUS: All faculty members except day-to-day substitutes.

SERVICE: The faculty member must be in active service (not on leave) at the time of the leave.

- 3. Length of Leave.** The date or dates specified in the order, and—in the case of jury duty—the time actually needed to comply with the summons for jury duty. Absence for dates in addition to those specified must be certified by an authorized officer of the governmental jurisdiction.
- 4. Compensation**
 - a.** Regular salary is allowed for period of leave if evidence of governmental order is provided.
 - b.** If any compensation is received for responding to governmental order, other than mileage and/or subsistence or compensation for District non-working days, such compensation shall be remitted to the District or, by arrangement with the faculty member, deducted from his or her regular earnings.
- 5.** If a faculty member is compelled to miss two or more class sessions because of a governmental order or summons to jury duty, or if he/she believes there is a significant likelihood that that will happen, he/she should consult with his or her department chair or dean, if appropriate, to assist in determining any action (e.g., procurement of a substitute) that needs to be taken under the circumstances and how best to attend to the instructional needs of the faculty member's students while he/she is absent.
- 6.** If the responsible committee of the Academic Senate determines it is appropriate, a faculty member who actually serves as a juror during a period in which his or her assignment does not normally require his or her presence on campus he/she may use the jury service to fulfill part of his or her professional development obligation, up to a limit of six hours.

E. **Illness Leave** (*Mandatory*)

1. **Definition.** Illness leave is a paid leave granted to a faculty member if he/she is:
 - a. incapacitated by illness or injury;
 - b. absents from duty because of a quarantine occasioned by his or her own or another's illness;
 - c. required to care for a spouse, qualified domestic partner, child, parent or other member of his or her close family who is incapacitated by illness or injury.
2. **Full-pay Illness Leave.** Faculty members shall be credited with full-pay illness leave as follows:
 - a. **Monthly Rate Faculty** (for the purposes of this section, "Monthly Rate Faculty" means Contract faculty, Regular faculty, and temporary faculty who are assigned and paid on a monthly rate basis).
 - i. On July 1 of each year, each Monthly Rate Faculty Member assigned on "A" or "D" basis shall be credited with twelve days of illness leave and those assigned on "B" or "C" basis shall be credited with ten days of illness leave. A Monthly Rate Faculty Member employed less than full-time shall be entitled to that proportion of the number of days granted a full-time faculty member that is most nearly equal to the percent of a full-time assignment for which he/she is employed.
 - ii. Notwithstanding Section 2.a.i., a full-time Monthly Rate Faculty Member on unpaid leave of absence shall have his or her entitlement to illness leave reduced by one day for each month the faculty member is on the leave of absence without pay, and in similar circumstances a Monthly Rate Faculty Member employed less than full-time shall have his or her entitlement to illness leave reduced on a pro rata basis.
 - b. **Temporary Adjunct Faculty.** Temporary adjunct faculty are credited with illness days based on the number of days per week assigned as per the intent of Ed. Code Section 87781. For instance, if temporary adjunct faculty member works two days per week in both fall and spring semesters (such as a one TTH class) he/she shall have been credited with 4 illness days. If he/she worked MTWTh in fall and MW and S in spring, the illness credit would be seven (7) days for that academic year.
 - c. **Non-Classroom Temporary Adjunct Faculty Assigned a Regular Work Schedule.** Non-classroom adjunct faculty assigned a regular work schedule for a full semester or term are credited with illness days as in section E.2.b when they are assigned a regular work schedule. A regular work schedule is one such that
 - i. the assignment begins at the start of a semester or term and ends at the end of a semester or term, and
 - ii. the work pattern is consistent throughout the semester or term; i.e. the faculty member will provide service to the District in a regular work schedule (e.g., M-W-F, 9am to 10 am).
 - d. **Adjunct faculty who teach Distance Learning (DL) courses or courses scheduled as "To be Announced (TBA)"**
Adjunct faculty who teach Distance Learning (DL) courses or courses scheduled as "To be Announced (TBA)" will be credited with illness days as per the intent of Ed Code

section 87781. Accrual of illness days for teaching DL or TBA courses will be based on the number of classes taught per semester. One illness day will be accrued for each class taught.

A faculty member who is teaching a DL or TBA course shall report illness absences if they are not able to have meaningful regular contact with students at least once a week.

Examples of meaningful regular contact include, but are not limited to the following:

- Submitting / grading assignments
 - Participating in discussions
 - Responding to emails / phone calls
 - ~~Attendance at scheduled chats~~
 - Adherence to scheduled events in the syllabus
 - Reviewing messages and responding to messages in the virtual classroom
 - Attendance or participation in web conferences or other live events scheduled for the class
 - ~~Proctoring exams~~
 - Attendance to on-campus events or other locations where instructor and students meet for class; i.e. museum, observatory, etc.
- e. **Other Faculty** (including on-call day-to-day substitutes). Other faculty do not earn illness leave, but on-call day-to-day substitutes who have acquired an accumulated full-pay illness leave balance because of prior assignments as a Monthly Rate Faculty Member or a temporary adjunct faculty member may use that accumulated leave balance in on-call day-to-day substitute service.
- f. **Additional Full-Pay Leave Credit for Intersession Service.** The maximum number of days of full-pay illness leave credit any faculty member can earn during any fiscal year shall be limited to twelve days. Subject to that limit, however, every faculty member who is entitled to be credited with full-pay illness leave under this Section E.2, and who completes an assignment that extends over a term of twenty or more working days during any intersession, shall be credited with an additional 1 day of full-pay illness leave as added compensation for that service. All unused full-pay illness leave shall accumulate from year to year.

3. Online Absentee Policy

Per Title V - 55376. "Instructor Contact." Absence of regular meaningful contact shall be considered an "absence."

34. Compensation for Full-Pay Illness Leave and Deduction of Leave Hours

- a. When a faculty member is absent on illness leave and such absence has been properly reported and verified, the faculty member will be paid his or her full salary for the days of absence up to the total number of days of full-pay illness leave he/she has accumulated (or, for temporary adjunct faculty, until the end of the semester, whichever is first). Thereafter, he/she may be eligible for extended illness leave as provided in Sections 4 and 5, below.
- b. One day of leave shall be deducted for each whole day of absence during the term of an illness leave. The term of an illness leave begins on the first working day during which the faculty member requires illness leave and extends through the last day on which the faculty

requires illness leave. As provided in Section 7, below, illness leave shall not be deducted for holidays that fall within the term of an illness leave, nor shall it be deducted for any faculty vacation day or other day on which the faculty member is not required to be available for duty.

- c. If a faculty member is absent for less than a whole day, full-pay illness leave shall be deducted as specified in the following table:

Hours of Scheduled Duties Per Day (Including Office Hours)												
	1	2	3	4	5	6	7	8	9	10	11	12
1	1.00	0.50	0.33	0.25	0.20	0.17	0.14	0.13	0.11	0.10	0.09	0.08
2		1.00	0.67	0.50	0.40	0.33	0.29	0.25	0.22	0.20	0.18	0.17
3			1.00	0.75	0.60	0.50	0.43	0.38	0.33	0.30	0.27	0.25
4				1.00	0.80	0.67	0.57	0.50	0.44	0.40	0.36	0.33
5					1.00	0.83	0.71	0.63	0.55	0.50	0.45	0.42
6						1.00	0.86	0.75	0.67	0.60	0.55	0.50
7							1.00	0.88	0.78	0.70	0.64	0.58
8								1.00	0.89	0.80	0.73	0.67
9									1.00	0.90	0.82	0.75
10										1.00	0.91	0.83
11											1.00	0.92
12												1.00

- 4. **Extended Illness Leave.** When a faculty member is incapacitated by illness or injury, or absent from duty because of a quarantine, and after he/she has exhausted all accumulated full-pay illness leave, the faculty member shall be eligible for extended illness leave as follows:

- a. **Monthly Rate Faculty**

- i. Extended illness leave shall commence if the Monthly Rate Faculty Member is unable to work because of illness, injury, or quarantine, and after he/she has exhausted all of his or her accumulated full-pay illness leave. Once commenced, the extended illness leave can continue until 100 days have elapsed since the first day the faculty member was absent because of illness, injury, or quarantine, including the days that were covered by full-pay illness leave.
- ii. When a Monthly Rate Faculty Member is absent on extended illness leave and such absence has been properly reported and verified, the faculty member will be paid one-half of his or her full salary for the days of absence up to the total number of days specified in Section 4.a.i. Extended illness leave shall be granted in increments of not less than one full day for each working day of absence.

b. Temporary Adjunct Faculty

- i. A temporary adjunct faculty member is eligible for extended illness leave if he/she is unable to complete an assignment during a semester because of illness, injury or quarantine, and after he/she has exhausted all accumulated full-pay illness leave. Once commenced, the extended illness leave can continue until fifty days have elapsed since the first day the faculty member was absent because of illness, injury, or quarantine (including the days that were covered by full-pay illness leave), or the end to the semester, whichever is first.
- ii. When a temporary adjunct faculty member is absent on extended illness leave and such absence has been properly reported and verified, the faculty member will be paid one-half of his or her full salary for the days of absence up to the total number of days specified in Section 4.b.i. Extended illness leave shall be granted in increments of not less than one full day for each scheduled working day of absence.

c. Other Faculty

- i. Other faculty are not eligible for extended illness leave.

5. Exhaustion of Illness Leaves. After a faculty member exhausts all accumulated illness leave and any available extended illness leave, the following shall occur:

a. Monthly Rate Faculty

- i. After the exhaustion of all accumulated and extended illness leave, a Monthly Rate Faculty Member may return to work, resign, retire if eligible, or apply for an unpaid leave of absence under Section P. If the Monthly Rate Faculty Member applies for an unpaid leave, an initial leave of up to one year shall be granted.
- ii. If the Monthly Rate Faculty Member fails to return to work, resign, retire, or apply for an unpaid leave (or if a subsequent extension of an initial unpaid leave is denied) the faculty member shall be separated from service with the District and placed on a thirty-nine month reemployment list.

b. Temporary Adjunct Faculty and Other Faculty

- i. After the exhaustion of all accumulated and extended illness leave, a temporary adjunct faculty member may return to work, resign, or apply for an unpaid leave of absence under Section P for the remainder of the term. If the faculty member applies for an unpaid leave for the remainder of the term, it shall be granted. If the faculty member fails to return to work, resign, or apply for an unpaid leave, his or her assignment shall be terminated and, notwithstanding anything in Article 16 to the contrary, he/she shall remain ineligible to receive any new assignments until he/she submits one of the following:
 - (1) The completed appropriate District-designated form signed by the physician or other licensed practitioner.
 - (2) If the physician's signature cannot be secured on the District-designated form, the employee shall complete the form and attach supporting documentation signed by his/her licensed physician or other licensed practitioner certifying that he/she is able to perform faculty duties.
- ii. After the exhaustion of all accumulated illness leave, a faculty member who is not a Monthly Rate Faculty Member or a temporary adjunct faculty member shall return to work or resign. If the faculty member fails to return to work or resign, his or her

assignment shall be terminated, and he/she shall remain ineligible to receive any new assignments until he/she submits one of the following:

- (1) The completed appropriate District-designated form signed by the physician or other licensed practitioner.
- (2) If the physician's signature cannot be secured on the District-designated form, the employee shall complete the form and attach supporting documentation signed by his/her licensed physician or other licensed practitioner certifying that he/she is able to perform faculty duties.

6. Effect of Illness Leave on Holiday Pay. If a faculty member who is eligible for illness payment as indicated above receives pay because of illness, injury, or quarantine on either side of a holiday period for which he/she qualified for holiday pay, he/she shall receive holiday pay for the holiday period and the days of the holiday period shall not be considered as days of illness or injury leave. If a holiday occurs on the first day of the faculty member's assignment, and he/she receives pay because of illness, injury or quarantine on the first day of his/her assignment following the holiday, the holiday shall not be considered as a day of illness or injury leave. If a holiday occurs on the last day of the faculty member's assignment, and he/she receives pay because of illness, injury, or quarantine on the last day of his/her assignment preceding the holiday, the holiday shall not be considered as a day of illness or injury leave.

7. Effect of Illness Leave on Benefits. Time on illness leave with pay counts for step advancement, retirement, and vacation (credit in full for step advancement and vacation, and full or half credit, according to the pay allowed, for retirement). Time on illness leave does not count as active service in meeting requirements for other types of leaves.

8. Effect of Illness Leave on Seniority. Except as otherwise provided in Article 16, time on illness leave does not affect a faculty member's seniority. However, a faculty member may not begin a new assignment offered under Article 16 unless he/she is able to begin performing the duties of the assignment when it commences. If there are circumstances preventing the adjunct rate faculty member from performing the assignment when it commences, such circumstances may be reviewed by the college president in consultation with the department chair and the AFT chapter president to determine the effect on the continuation of the assignment.

9. Notification and Request Procedure

- a. Whenever the use of illness leave is appropriate, it is the responsibility of the faculty member to notify an appropriate college official of the need to use illness leave. Notification must occur either sufficiently in advance of the start of any scheduled duties the faculty member will miss to permit the appropriate vice president or designee to notify the students and/or arrange a substitute to be assigned (if the college determines one is required) or, if advance notice is impractical, as soon as reasonably possible thereafter.
- b. Whenever a faculty member has reasonable cause to believe that he/she will need to be absent on illness leave during twenty or more consecutive working days, he/she shall submit a completed written Leave of Absence Request Form accompanied by supporting documentation from his/her licensed physician or other licensed practitioner verifying the fact that the faculty member cannot work because of illness or injury or to care for an immediate family member who is incapacitated by illness or injury.

10. Reporting of Illness Leaves. In the manner required by Section Q of this Article, faculty shall submit timely reports of all illness leave taken.

11. Employment While on Leave. The term of an illness leave begins on the first working day during which the faculty member requires illness leave and extends through the last day on which the faculty requires illness leave. If, at any time during that term, the faculty member is engaged in any gainful employment, he/she will be required to forfeit any illness pay claimed during the period of employment.

12. Return to Service

- a. Each faculty member who has been absent because of illness or injury for five consecutive work days or more, shall, at the request of the District, submit a statement from his or her physician or other licensed practitioner stating the reason for the absence and certifying the faculty member's ability to return to work.
- b. Each faculty member who has been absent because of illness or injury for twenty consecutive workdays or more, shall not return to work until he/she has submitted one of the following:
 - i. The completed appropriate District-designated form signed by the physician or other licensed practitioner.
 - ii. If the physician's signature cannot be secured on the District-designated form, the employee shall complete the form and attach supporting documentation signed by his/her licensed physician or other licensed practitioner certifying that he/she is able to perform faculty duties.

At the request of the District the faculty member shall also submit to a health examination by a physician retained by the District.

13. Donation of Illness Leave. Faculty members may donate full-pay illness leave credit as follows:

- a. A faculty member who wishes to donate illness leave shall be employed as a regular faculty member.
- b. To be eligible to receive donated illness leave, a faculty member must:
 - i. be employed as a contract or regular faculty member;
 - ii. have exhausted all of his or her accumulated full-pay illness leave, and any available extended illness leave; and
 - iii. be entitled to illness leave as defined in E1. of this article.
- c. Faculty members may donate up to five (5) days of illness leave per year (in one day increments), as long as they maintain a balance of at least 100 days.
- d. To initiate the donation of illness, leave a faculty member shall sign and submit an illness leave donation form provided by the District. (Go to LACCD.edu, Faculty and Staff Resources, Forms, Catastrophic Leave Donation, HR W-301).

14. Transfer of Illness Leave from Another District. Illness leave accumulated in other California school districts shall be credited to a faculty member upon request and certification as provided in Education Code Section 87782 and 87783 if the application for transfer is made within six months after the faculty member became an employee of the District.

15. Details of illness day accrual and expenditure may be found in the appropriate District policy. Illness balances may be checked via the Employee Self-Service (ESS) portal.

F. Industrial Accident Leave (*Mandatory*)

- 1. Definition.** An industrial accident leave is one granted for absence because of occupational illness or injury which arose out of and in the course of District employment, and which qualifies under Worker's Compensation, in order to preserve illness benefits for subsequent illness or injury which is not job connected.
- 2. Length of Leave**
 - a. Leave shall be granted from the first day of absence resulting from industrial accident or illness but shall not exceed 60 working days (when the faculty member would have been performing his/her duties) for one accident, and shall not extend beyond the last day for which temporary disability indemnity is received. The allowance is reduced by one day for each day of authorized absence regardless of the amount of a temporary disability indemnity award.
 - b. The 60 days is not accumulative from year to year. If the absence extends into the following year, only the unused amount of leave for the same accident is available.
- 3. Extension of Leave.** A faculty member who is unable to return after 60 days shall be continued on industrial accident leave but may be paid from accumulated illness benefits. At the exhaustion of regular illness leave benefits, if still unable to return, the faculty member shall be placed on unpaid industrial accident leave.
- 4. Compensation.** Before salary payments can be made, the required accident report must be on file in the Business Services Division.
 - a. The District will issue appropriate salary warrants, including the amount of the temporary disability payments, but not exceeding the faculty member's full salary. Such warrants are subject to normal retirement and other authorized deductions.
 - b. During the initial 60-day absence, the faculty member shall receive the difference between his/her regular salary and the compensation received from the Compensation Fund; such payment is not charged against the faculty member's accumulated illness balance. If the 60-day maximum is exceeded, the faculty member may start drawing the regular illness compensation to which he/she may be entitled.
 - c. A full day's salary for a faculty member is the salary for one-twentieth of the average number of hours for which pay was received for the pay periods within his/her assignment code basis during the year immediately preceding the beginning of the leave.
 - d. When vacation or any paid leave, except an industrial injury or industrial illness leave, is used in conjunction with temporary disability benefits derived from workers' compensation, the vacation or leave shall be reduced by not more than the amount necessary to provide a full day's salary when added to the temporary disability benefits.
 - e. If a faculty member has received a final settlement for permanent industrial disability and, after the final settlement, is absent because of illness arising from the industrial accident or because of the continuation of the industrial illness, he/she may be entitled to regular illness or injury leave benefits. The allowance made in a final settlement is not subject to deductions under this rule.
- 5. Effect on Benefits.** Time on industrial accident leave does not constitute a break in service; the first 60 days is not charged against illness pay balance; time does count toward salary advance and retirement credit but does not count as service for faculty tenure or eligibility for other leaves.
- 6. Activities While on Leave**
 - a. An industrial accident leave period begins on the first day for which injury is claimed at

the hour the faculty member usually reports for work and extends through the last day for which injury is claimed until the hour the faculty member is engaged in any gainful employment. The faculty member will be required to forfeit any injury pay received from the District during any period of employment.

- b. A faculty member on industrial accident leave shall remain within the State unless the governing board authorizes travel outside the State.

G. Assault and Battery Leave (*Mandatory*)

1. **Definition.** An assault or battery leave is a type of industrial accident leave; it is granted for absence because of an injury resulting from an assault and/or battery that was directly related to the performance of duties. The determination of whether or not the absence is due to an assault or battery is the responsibility of the Division of Human Resources.
2. **Length of Leave.** Leave shall be granted from the first day of absence resulting from assault and/or battery, but paid leave shall not exceed one calendar year.
3. **Extension of Leave.** If unable to return at end of calendar year, the faculty member may be placed on some other type of paid or unpaid leave for which he/she meets eligibility requirements.
4. **Compensation.** When a faculty member is absent because of such assault and/or battery, the faculty member will be paid his/her full salary (for the assignment in which serving when injured) for a maximum of one calendar year. Except for the one-year provision, compensation is paid under the same provisions as apply to other industrial accidents (See L.A.C.C.D. Personnel Guide Industrial Accident Procedures).
5. **Multiple Assignments.** Faculty members who have multiple assignments will be given assault and battery leave from the assignment in which the injury occurred and from any other assignments in which the faculty member is eligible for illness absence pay.
6. **Additional Provisions.** For additional provisions relating to industrial accidents see L.A.C.C.D. Personnel Guide Industrial Accident Procedures.
7. **Report to Law Enforcement Agency.** It is the duty of any faculty member who is attacked, assaulted, or menaced by any person, and the duty of any person under whose direction or supervision such a faculty member is employed who has knowledge of such incident, to promptly report the incident to the appropriate law enforcement authorities of the County or City in which the incident occurred. If the attack, assault, or menace was by a student, failure to make such a report is a misdemeanor punishable by a fine of not more than \$200 and any action designed to influence the faculty member not to make such a report is also a misdemeanor subject to a fine of not less than \$100 or more than \$200 (Education Code 87014).
8. **Request Procedure.** The faculty member shall submit one of the following:
 - a. The completed appropriate District-designated form signed by the physician or other licensed practitioner, and a copy of the appropriate law enforcement agency report.
 - b. If the physician's signature cannot be secured on the District-designated form, the employee shall complete the form and attach supporting documentation signed by his/her licensed physician or other licensed practitioner certifying that he/she cannot perform faculty duties because of injury, and a copy of appropriate law enforcement agency report.
9. **Return to Service.** A medical release form signed by a licensed physician or other licensed

practitioner certifying the faculty member is able to return to work shall be provided by submitting one of the following:

- a. The completed appropriate District-designated form signed by the physician or other licensed practitioner.
- b. If the physician's signature cannot be secured on the District-designated form, the employee shall complete the form and attach supporting documentation signed by his/her licensed physician or other licensed practitioner.

H. **Organization Leave** (*Optional/Mandatory*)

1. **Definition.** An organization leave is a leave granted to enable a faculty member to serve as an elected officer in any officially recognized Los Angeles Community College District professional educational organization. AFT Organization leaves shall be mandatory, all others are optional.
2. **Requirements**
STATUS: The faculty member must have contract or regular status on the effective date of the leave.
SERVICE: No prior service is required.
3. **Length of Leave.** Leave may be granted to the end of the academic year in which the incumbency begins and may be renewed annually during incumbency.
4. **Compensation.** Salary and benefits will be paid by the District for the period of service covered by the leave, provided the District is reimbursed by the organization within ten days of receipt of certification of payment of compensation as provided in EC 87768.5.
5. **Effect on Benefits.** Time spent on organization leave counts as service for salary step advance and for sabbatical leave. "Points" may be earned while on leave. No credit for salary step advance shall be allowed for time spent on organization leave outside the District.

I. **Personal Necessity Leave** (*Optional*)

1. **Definition.** Personal Necessity Leave of Absence is a paid leave granted to permit a faculty member to be absent without loss of pay when the specific conditions or events (see below) require the personal attention of the faculty member during his/her assigned hours of service and involve circumstances the faculty member cannot reasonably be expected to disregard.
2. **Requirements**
STATUS: The faculty member must hold other than temporary or substitute status only at the time of the leave or be in a status that qualifies the faculty member for illness pay.
SERVICE: No prior service is required for those with contract or regular status. Service in prior status is required for substitutes.
3. **Length of Leave.** Leave may be requested for one or more hours of absence. The total paid hours allowed in any one academic year shall not exceed the equivalent of six days.
4. **Compensation.** Full salary will be paid upon approval for all hours of absence for which proper certification is made which do not exceed the above limits and which do not exceed the total full-pay illness balance of the faculty member. All hours paid will be deducted from

the full- pay illness balance of the faculty member.

5. Qualifying Events. The following are those events, which may be used as a basis for requesting personal necessity leave:

- a. (1*) **Bereavement.** The death of a person related by blood or marriage, or whose domestic relations were close, or who was a close friend, or lived in the same domicile, or absence due to (1) official notice in time of war that a member of the immediate family is “missing in action,” or (2) official notice that a deceased member of the immediate family is being returned by the armed forces for interment in this country. This benefit is in addition to any days of paid leave granted under Bereavement Leave.
- b. (2*) **Accident (Faculty Member).** An accident to any faculty member’s person (not covered by illness leave or industrial accident leave), or to the faculty member’s property which is serious and requires the attention of the faculty member during his/her assigned hours of service.
- c. (3*) **Accident (Family).** An accident involving the person or property of a faculty member’s family (see I.5.a.) which is serious and requires the attention of the faculty member during his/her assigned hours of service.
- d. (4*) **Court Appearance.** Appearance in court as a litigant. (The faculty member must return to work in cases where it is not necessary for him/her to be absent the entire day.)
- e. (5*) **Witness.** Appearance as a witness under an official governmental order:
 - i. Each date of necessary attendance under such order, other than the date specified in a subpoena, shall be certified by the clerk or authorized officer of a court or other government jurisdiction; and
 - ii. In any case in which a witness fee is payable, such fee shall be collected by the faculty member and remitted to the District Payroll Services Division; and
 - iii. The faculty member must return to work in cases where it is not necessary for him/her to be absent the entire day.
- f. (6*) **Family Illness.** Illness of a member of the faculty member’s family (see “a” above).
- g. (7*) **Paternity.** Birth of a biological child, the adoption of a child, or receiving a foster child under eighteen (18) years of age.
- h. (8*) **Home Protection.** Necessary action taken by the faculty member to protect his/her domicile occasioned by a natural event such as a flood or fire.
- i. 9*) Any other significant event, personal to the faculty member, for which other paid leave of absence is not authorized, which, under the circumstances, the faculty member cannot reasonably be expected to disregard, and which requires the immediate attention of the faculty member during his/her assigned hours of service.

6. Limitations

- a. The days allowed shall be deducted from and may not exceed the number of full pay days of illness or injury leave to which the faculty member is entitled. However for a Qualifying Event as described in item i.(9*) above, up to one day per year designated as “Personal Annual Leave” shall be available to a faculty member without being deducted from the number of full pay days allocated to the faculty member; if unused, such days shall not accumulate from year to year.
- b. Personal necessity leave shall not be granted during a scheduled leave of absence.

- c. Personal necessity leave shall not be granted for a faculty member organization meeting, or faculty organization activity unless the leave is approved by the chancellor or designee.
- d. Personal necessity leave shall not be granted for work stoppage activities.
- e. The faculty member is to return to work whenever it is not necessary for him/her to be absent for the entire day.

7. Request Procedure. The faculty member must fill out the appropriate District-designated form indicating the specific reason for absence and file it with the appropriate college vice president or district office division head. For any anticipated absence known in advance for reasons covered by 5.d.(4*), 5.e.(5*), and 5.i.(9*), the request is to be submitted prior to the absence. For all other qualifying events the request must be submitted immediately upon return to service.

8. Administrator Approval. Payment for personal necessity absence shall be made only upon certification by the faculty member’s administrator that the absence was due to a situation designated as a personal necessity within the limits described above. The administrator shall take whatever steps are necessary to satisfy himself/herself that a personal necessity did exist. Requests approved and signed by the administrator are to be retained with the payroll records of the college or district office division.

J. Load Credit Leave (*Mandatory*)

1. Definition. A Load Credit Leave is an earned leave to which a faculty member becomes entitled under the provisions contained in Article 39, Load Banking. The District does not require a faculty member who is on a Load Credit Leave to engage in any prescribed set of activities, but Load Credit Leaves are intended to provide faculty members with an opportunity for professional growth, development and renewal that benefits the faculty members themselves and, ultimately, their students.

*Reason number to be indicated on District form.

2. Requirements. Only tenured faculty members who meet the requirements contained in Article 39, Load Banking, are eligible for a Load Credit Leave. A Load Credit Leave is either a halftime leave of absence or a full-time leave of absence. A half-time Load Credit Leave may be combined with a half-pay sabbatical leave of absence.

3. Length of Leave. A Load Credit Leave is a leave of absence for one academic term.

4. Compensation. During a Load Credit Leave a faculty member will receive full pay and benefits.

Partial Pay or Unpaid Leaves

K. Family and Medical Leave (*Mandatory*)

1. Definition. Pursuant to the Family Medical Leave Act (“FMLA”) and California Family Rights Act (“CFRA”), a Family and Medical Leave is one granted to a faculty member who is compelled to be absent from duty because of the faculty member’s own serious health condition (as serious health condition is defined in the FMLA and CFRA) which makes it impossible to perform essential job functions; the birth or adoption of a child, or receiving a child for foster care; caring for a sick spouse, registered domestic partner, child or parent with a serious health condition; leave to care for a spouse, son, daughter, or parent, or “next of kin”

who is a covered service member of the U.S. Armed Forces who has a serious injury or illness incurred in the line of duty or was aggravated by service in the line of duty on active duty in the Armed Forces; or a qualifying exigency arising from a faculty member's family member being on active military duty or called to active military duty.

In addition to those family members defined above, eligible family members for the purpose of this leave are limited to:

- a. biological, adopted, step- and foster children under eighteen (18) years of age
- b. anyone under eighteen (18) years of age who is treated as the faculty member's child
- c. disabled children of any age – those who have a physical or mental impairment that would qualify as a disability under the Americans with Disabilities Act, and who require supervision or active help in performing several activities of daily living
- d. biological parents, and/or custodial parents and anybody who treated the faculty member as a son or daughter when the faculty member was under eighteen (18) years of age or disabled.

2. Requirements

STATUS: ~~The faculty member must have contract or regular status in the District on the effective date of the leave.~~ The faculty member must have been employed by the District for at least one year and must have provided 1,250 hours of service in the 12-month period immediacy preceding the commencement of the leave.

CERTIFICATION:

- a. **Time for Certification:** The employee must provide a medical certification of his or her own serious health condition or the serious health condition of a family member from a health care provider. The employee must provide this certification 30 days prior to the need for leave if the need for leave is reasonably foreseeable. When this is not possible, the employee must provide the medical certification to the District within 15 calendar days, unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts
- b. **Requirements for Certification:** For the employee's own serious health condition, the employee must provide written certification that contains: the date, if known, on which the serious health condition commenced; the probable duration of the condition; and a statement that, due to the serious health condition, the employee is unable to work at all or is unable to perform any one or more of the essential functions of his or her position.

For the serious health condition of a family member, the employee must provide written certification that contains: the date, if known, on which the serious health condition commenced; the probable duration of the condition; an estimate of the amount of time which the health care provider believes the employee needs to care for the child, parent, domestic partner, or spouse, and a statement that the serious health condition warrants the participation of the employee to provide care during a period of treatment or supervision of the child, parent or spouse. The term "warrants the participation of the employee" includes, but is not limited to, providing psychological comfort, and arranging third party care for the covered family

member, as well as directly providing, or participating in, the medical care.

For a covered service member with a serious injury or illness, the employee must provide written certification that contains information from a health care provider with information regarding the servicemember's serious injury or illness.

For a qualifying exigency, the employee may be required to provide a copy of the military member's active duty orders or other documentation issued by the military that indicates that the military member is on covered active duty or call to active duty status in a foreign country, and the dates of the military member's active duty service.

- c. **Recertification:** If the employee requests additional leave upon expiration of the time period initially estimated by the health care provider, the employee must obtain recertification from the health care provider.
 - d. **Deficient Certification:** If the employee provides an incomplete medical certification, the District must give the employee a reasonable opportunity to cure any such deficiency. However, if the employee fails to provide a timely medical certification, the District may delay the employee's Family and Medical Leave until the employee provides the required certification.
 - e. **Second and Third Opinions:** The District may seek a medical opinion of a second health care provider chosen and paid for by the District if the District has a good faith, objective reason to doubt the validity of a certification for the employee's serious health condition. If the second opinion is different from the first, the District may require the opinion of a third health care provider jointly approved by the District and the employee and paid for by the District.
3. **Length of Leave.** Leave shall be granted for a maximum of twelve (12) weeks per calendar year, taken continuously or intermittently or on a reduced leave schedule, except that leave shall be granted for a maximum of twenty-six (26) weeks for leave to care for a covered service member. It cannot be carried over from year to year.

For a new child, Family and Medical Leave must be completed within twelve (12) months after the birth, adoption or placement for foster care.

If a husband and wife both work for the District, and are both eligible for leave, they can have only twelve (12) weeks of leave for birth, adoption, foster care or caring for a sick parent, which they can split between them. However, both are entitled to the full twelve (12) weeks for their own illness or caring for a sick child or spouse.

If an employee takes a leave of absence for any purpose that also qualifies under both the FMLA and CFRA, the District will designate that leave as running concurrently with the employee's 12-week FMLA/CFRA leave entitlement.

If an employee requests leave intermittently (a few days or hours at a time) or on a reduced leave schedule for his or her own serious health condition, or to care for an immediate family member with serious health condition, the employee must provide medical certification that such leave is medically necessary. "Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule. The District may require an employee who certifies the need for a reduced

schedule or intermittent leave to temporarily transfer to an alternate position of equivalent pay and benefits that better accommodates the leave schedule.

Related leaves include Family Illness, Illness, Pregnancy Disability, Personal Necessity/Paternity, Maternity/Paternity and Parental. Benefits under this leave section run concurrently with leave benefits allowed under Family Illness, Illness, Pregnancy Disability, Personal Necessity/Paternity, Parental, and Rest Leaves.

4. **Compensation.** No salary will be paid by the District for the period of the leave. The faculty member may elect to substitute other paid leaves such as Illness Leave.
5. **Effect on Benefits**
 - a. Faculty members on Family and Medical Leave shall be covered by District Hospital-Medical, Dental, Vision Group Coverage, and Group Life Insurance as though they were in active service.
 - b. Time on Family and Medical Leave counts as service in meeting requirements for other types of leaves.

6. Reinstatement from Leave

- a. Upon expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent benefits and pay. Employees have no greater rights to reinstatement, benefits, and other conditions of employment than if the employee had been continuously employed during the Family and Medical Leave Act period.
- b. If the employee and District have agreed upon a date of reinstatement at the beginning of the leave, the District will reinstate the employee on the date agreed upon. If the reinstatement date differs from the original agreed-upon date, the District will reinstate the employee within two business days of the employee's clearance to return to work, where feasible.
- c. Employees may be required to periodically report on their status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return.
- d. As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition that made the employee unable to perform his or her job the employee must obtain and present a fitness-for-duty certification from the health care provider stating that the employee is able to resume work. Failure to provide such certification will result in denial of reinstatement.

L. Maternity/Paternity Leave *(Mandatory)*

1. **Definition.** A Maternity/Paternity Leave is a leave of absence for any contract or regular faculty member who is required to absent herself or himself from their duties due to the birth or impending birth of a child or arrival of an adopted child.
2. **Requirements**

STATUS: ~~Contract or Regular faculty members.~~ All faculty members other than day-to-day substitutes who have at least a minimum of one year of service in the District.

3. **LENGTH OF LEAVE.** The duration of such leave of absence shall be for a period not to exceed twelve (12) weeks, which is consistent with the provisions under Section K, Family and Medical Leave.
4. **Compensation.** A faculty member granted Maternity/Paternity Leave shall receive 50% of his/her pay for a period ~~not to exceed 10 working days~~ up to twelve weeks. Paid Maternity/Paternity Leave shall be granted to contract and regular employees who have a minimum of one year of service in the District. Additional time and/or 100% pay, up to a maximum of twelve (12) weeks, shall be granted if the eligible faculty member uses existing illness leave and/or elects to use any other approved leave option such as load banking and/or an annual load assignment in a pattern that permits time off.

Additional unpaid time is possible as a Parental Leave. See Section P.1.d.

5. Effect on Benefits

- a. Faculty members on Maternity/Paternity Leave shall be covered by District Hospital-Medical, Dental, Vision Group Coverage, and Group Life Insurance as though they were in active service.
- b. Time on Maternity/Paternity Leave does count as service in meeting requirements for other types of leaves.

M. Pregnancy Disability Leave

1. **Definition.** A Pregnancy Disability Leave is a type of illness leave of absence for a prescribed period of time granted because of pregnancy of the faculty member and is generally the period of time during which the faculty member is physically disabled and unable to perform her regular duties due to pregnancy, miscarriage, childbirth and recovery there from.

2. Requirements

STATUS: ~~Contract or regular faculty members.~~ All faculty members other than day-to-day substitutes.

3. **Length of Leave.** See Art. 25. E.3.b.
4. **Compensation.** The faculty member shall be permitted to utilize her illness absence pursuant to Section E. Illness Leave, of this Article (moved from Art. 25. L.4).

N. Military Leave (*Mandatory*)

1. Indefinite Military Leave

Definition. An indefinite military leave of absence is one granted to a faculty member ordered to active military duty, for a period of more than 180 calendar days as provided in the Education Code, and the Military and Veterans Codes.

2. Temporary Military Leave

Definition. A temporary military leave of absence is one granted to a faculty member ordered to active military duty for a period of not more than 180 calendar days (including travel time and required training) as provided in the Education Code, and the Military and Veterans Codes.

Faculty members on Military Leave shall be compensated in accordance with the appropriate Board Rule.

O. Work Experience Leave (*Optional*)

- 1. Definition.** A work experience leave is designed to allow a faculty member to accept employment outside the field of education in an occupation directly related to his/her District assignment.

Such employment must be:

- a. Approved in advance,
 - b. With an established organization or business enterprise, and
 - c. Must provide a substantial increase in the faculty member's skill, knowledge, and understanding of his/her regular assignment.
- 2. Requirement.** A contract or regular faculty member may be granted a work experience leave of absence based upon the same standards as those required for a sabbatical leave. Service requirements and eligibility for either a work experience leave, or a sabbatical leave shall be counted from the date of return to duty from the last work experience leave or sabbatical leave, whichever is later.
 - 3. Compensation.** Any faculty member who has been granted a work experience leave of absence and who has complied with the provisions under which such leave was granted shall receive fifty (50) percent of his/her regular salary for the period of time for which such leave is granted, computed on a monthly basis; provided that, during the work experience leave period, compensation for new employment in excess of fifty (50) percent of the regular salary of the faculty member shall be deducted from allowable salary while on such leave of absence. Compensation for new employment during a work experience leave must be verified in writing by the employer. Allowable compensation for employment accepted during each semester of a work experience leave shall not include compensation from a continuation of any extra employment which the faculty member has had for the entire previous semester.

The required number of hours of post-work leave service may consist of full-time and part-time service provided the total amount of the time for which salary is received is equivalent to twice the period of the leave.

For the purpose of this leave, the use of the one semester to describe a period of time is to be understood for faculty members on various assignment bases to be the actual length of the work experience leave. If a work experience leave of absence is taken in two separate periods, one-half of the service, as herein defined, must occur after the second period of the leave is completed.

Compensation may be requested under Plan A or Plan B:

- a. **Plan A.** Salary for work experience leave shall be paid in two equal payments. The first payment shall be paid at the end of the semester during which the faculty member has completed one-half of the required post-work experience leave service. The second payment shall be paid at the end of the semester during which the faculty member completes the second one-half of the required post-work experience leave service.
- b. **Plan B.** Salary for work experience leave shall be paid in the same manner as if the faculty

member were rendering service in the District, if such payment is requested by the faculty member.

Payment of work experience salary as described under Plan B shall be contingent upon the execution of a written indemnity agreement by which the faculty member pledges his/her assets as security for his/her compliance with the work experience leave requirements.

If the requirements under which the work experience leave was granted are not satisfactorily completed, if a significant portion of requirements is not completed, or if the work experience leave report is not approved, then either no compensation under Plan A shall be made, or there shall be a restitution to the District of funds received under Plan B.

- 4. Work Experience Leave Reports to be Filed.** Each faculty member who has been granted work experience leave shall file, together with the appropriate verifications, the following reports:
 - a. During the period of the work experience leave, a monthly report showing compliance with the conditions of the leave.
 - b. After the period of the leave, but prior to the end of the second pay period following his/her return to active service, a written report describing his/her work experience leave activities.

Until such report has been submitted and approved by the chancellor, an amount equal to the work experience leave salary received by the faculty member shall be withheld from any salary due the faculty member for service after the second pay period following his/her return to active service.

5. Incomplete Work Experience Leave

- a. **Failure to Complete Requirements Due to Accident or Illness.** Interruption of the program of employment caused by serious accident or illness during a work experience leave shall not be considered a failure to fulfill the conditions upon which such leave was granted, nor shall such interruption affect the amount of compensation to be paid such faculty member under the terms of the leave agreement; provided, however, that the chancellor or designated representative had been notified as soon as practicable, of such accident or illness.
- b. **Failure to Complete Requirements Due to Other Causes.** A faculty member who has been approved for a work experience leave of absence who fails to complete all of the requirements of the work experience leave due to serious illness in the family or other causes beyond his/her control may receive compensation on a prorated basis if a significant portion of the requirements is completed.

For an incomplete work experience leave originally approved for one-year, fractional portions of requirements completed may be one-fourth, one-half, or three-fourths.

For an incomplete work experience leave originally approved for less than a full year the fractional portion of requirements completed shall be at least one-half.

The completion of the fractional portion of the requirements must have been accomplished during the particular period for which the work experience leave was authorized and prior to return to active service or prior to the beginning of a leave immediately following the work experience leave.

P. Sabbatical Leave (*Mandatory*)

1. Sabbatical leaves of absence shall be granted to eligible applicants according to the following conditions:
 - a. The faculty member must have regular status in the District at the time the leave begins.
 - b. The faculty member must have rendered service in the District for at least six consecutive two-semester periods preceding the beginning of the leave. Only service rendered subsequent to return from the most recent sabbatical leave and subsequent to the most recent break in service is counted except that all time served between the two periods of a split sabbatical leave counts for a subsequent sabbatical leave.
 - c. A travel plan shall indicate absence from the Los Angeles area for a minimum of 50% of the sabbatical leave period. A study plan shall indicate enrollment in at least 5 semester units or its equivalent in an accredited institution of higher education for any period of the leave or the pursuit of an equivalent program of independent study. A study plan which includes approved work on an advanced degree at an accredited institution of higher education shall be at least equal to 4 semester units. A sabbatical leave plan may combine elements of travel, formal study, and independent study in ratio so as to meet the minimum requirements.
 - d. The leave may be taken for one or two semesters. The second semester of a two-semester leave may be taken immediately following the first semester or may be taken at a later time on a split basis provided the second semester of leave is completed within three years of the beginning date of the first leave.
 - e. A faculty member shall be paid one-half of his/her regular salary for the period of the leave.
 - f. A faculty member must render service in the District after return from a sabbatical leave which is equal to twice the period of the leave.
 - g. A Sabbatical Leave may be combined with a Load Credit Leave. If taken on a split basis, the second semester of a Sabbatical Leave combined with a Load Credit Leave must be completed within three years of the beginning date of the first leave. An extension may be requested if unusual circumstances would prevent this time frame from being met.

2. Limitations on Sabbaticals

- a. Except as provided in subsection 2.b below, the Board may delegate to the chancellor, or designee, the authority to limit sabbatical leaves in such a way that; i) no more than one faculty member, or 20% of the contract and regular faculty in a given discipline (whichever is more) is simultaneously on leave during any single academic term; or ii) the number of faculty members on sabbatical leave at any one college does not exceed 3% of the contract and regular faculty assigned to that college.
 - b. Notwithstanding subsection 2.a above, the chancellor, or designee, shall exercise any authority designated under the subsection in such a way that no faculty member who has requested a sabbatical leave, but who has not asked for a concurrent Load Credit Leave, is denied his or her sabbatical leave.
3. Within three months following his/her return from a sabbatical leave, a faculty member shall give the college president or designee a report identifying the manner in which the faculty member accomplished his/her travel or study plan.
 4. Every faculty member shall, as a condition of being granted a professional development leave, agree in writing to adhere to the travel or study plan he/she prepared, to submit a

timely report about the leave as required by paragraph 3, above, and to render a period of service in the District after returning from the leave as required in paragraph 1.f above.

Q. Unpaid Leaves of Absence

1. **Definition.** An unpaid leave of absence is one that is granted to a faculty member for rest, personal travel or study, the pursuit of professional or similar opportunities requiring absence from service, or other reasons deemed appropriate by the college president or designee. An unpaid leave may take many forms, including for example, the following:
 - a. **Government Service leave** (*Mandatory for regular faculty; Optional for others*)—a leave to serve in some elected or appointed capacity in local, state or national government, for example, as an elected public official or Peace Corps volunteer.
 - b. **Grant leave** (*Optional*)—a leave to permit a faculty member to teach, lecture, or engage in research under a grant.
 - c. **Opportunity leave** (*Optional*)—a leave to permit a faculty member to engage in activities that are likely to enhance his or her ability to render valuable service to the District.
 - d. **Parental leave** (*Mandatory if due to the birth of a child or arrival of an adopted infant; otherwise Optional*)—a leave granted to a faculty member to enable him or her to remain at home with a newborn child or to attend to other parental responsibilities.
 - e. **Personal leave** (*Optional*)—a leave to enable a faculty member to be absent from work for personal reasons.
 - f. **Rest leave** (*Mandatory for contract and regular faculty; Optional for others*)—a leave granted to a faculty member who, in the opinion of a physician or other licensed practitioner, requires a prescribed period of rest but is not sufficiently incapacitated to qualify for illness leave.
 - g. **Study Leave** (*Optional*)—a leave to enable a faculty member to pursue a program of study.
 - h. **Travel leave** (*Optional*)—a leave to enable a faculty member to travel.

2. Requirements

STATUS: The faculty member must hold other than day-to-day substitute status on the effective date of the leave.

SERVICE: No prior service is required.

Documentation:

A faculty member who wishes to apply for an unpaid leave of absence must submit a written request for the leave with the college president or designee at least three months before the desired commencement of the leave unless he/she cannot file a timely request because the leave is needed to meet an unforeseen emergency, or the leave is for a period of fewer than twenty working days.

3. **Length of Leave.** A faculty member may request a full-time or partial leave of absence without pay for any period not exceeding two years. Thereafter, the leave (or any extension thereof) may, with the approval of the college president, be extended for an additional period that does not exceed one year.
4. **Compensation.** For a full-time leave of absence without pay, no salary will be paid by the

District for the period of the leave. During a partial unpaid leave, a full-time faculty member shall receive the appropriate pro rata share of the salary he/she would have received had he/she continued to serve as a full-time faculty member.

5. Effect on Salary Points. If a regular faculty member who has requested a full-time unpaid leave of absence submits appropriate documentation that the leave is for the purpose of pursuing substantial study or travel for professional development purposes, he/she may earn points for the approved study or travel in conformance with established procedures.

6. Effect on Benefits. If during an unpaid leave a faculty member continues to meet the eligibility requirements contained in Article 27 (Benefits) for entitlement to the District's contribution towards the premium costs of health benefit plans, he/she shall continue to receive that contribution. If the faculty member does not meet those requirements, he/she may continue to receive benefits under the Health Benefits Program by reimbursing the District in advance for the full premium of the benefits as specified in Article 27.

R. Leave Reports. It shall be the responsibility of every faculty member to notify his/her department chair or dean when a leave is needed, and every faculty member shall sign and file a leave report for each absence on the appropriate District-designated form. In addition, the college president or designee may periodically require every faculty member to file a statement on a form specified by the District affirming that he/she has fulfilled the obligation to report all absences and has not neglected or overlooked the need to file any leave reports.

Tentative Agreement Reached: 5-29-2020

For District: Albert Román: _____

Mercedes Gutierrez: _____

For Faculty Guild: William Elarton-Selig: _____

Mindy Chen: _____

Master Benefits Agreement

between

The Los Angeles Community College District

and

**the Los Angeles College Faculty Guild, AFT Local 1521,
the AFT College Staff Guild, Los Angeles, AFT Local 1521A,
the Los Angeles City and Counties School Employees Union, SEIU Local 99,
the Los Angeles/Orange Counties Building and Construction Trades Council,
The Los Angeles Community College District Administrators' Unit Represented
by California Teamsters Public, Professional & Medical Employees Union Local 911
and the Supervisory Employees Union, SEIU Local 721**

Regarding

Hospital-Medical, Dental, Vision Group Coverage, Group Life Insurance Coverage, and
the District's Employee Assistance Program/Wellness Services

The Los Angeles Community College District (the "District") and the exclusive representatives of the District's employees (the Los Angeles College Faculty Guild, AFT Local 1521; the AFT College Staff Guild, Los Angeles, AFT Local 1521A; the Los Angeles City and County School Employees Union, SEIU Local 99; the Los Angeles/Orange Counties Building and Construction Trades Council; The Los Angeles Community College District Administrators' Unit Represented by California Teamsters Public, Professional & Medical Employees Union Local 911, and the Supervisory Employees Union, SEIU Local 721 hereinafter collectively referred to as the District's "Exclusive Representatives") agree to the following provisions regarding the District's Health Benefits Program, group life insurance coverage and employee assistance program. This agreement is intended to replace all existing agreements between the parties on the subject of the District's Health Benefits Program as defined in this agreement, as well as the District's group life insurance coverage and employee assistance program/wellness services, and for that reason shall, notwithstanding anything to the contrary in any of the individual agreements between the District and its Exclusive Representatives, entirely supersede all previously negotiated agreements between the parties with respect to those subjects

I. Health and Related Benefits Program for Active Employees and their Dependents and Survivors

A. Health Benefits Program. The District's "Health Benefits Program" consists of group benefit plans recommended by the Joint Labor/Management Benefits Committee (JLMBC) and approved by the District's Board of Trustees (the "Board) under which eligible District employees (and their eligible dependents) receive hospital, medical, dental, and vision care coverage. Effective beginning the 2010 plan year, as a result of JLMBC recommendation and bargaining among

the parties, the hospital and medical coverage shall be administered by the California Public Employees' Retirement System (CalPERS) Health Care Program in accordance with the Public Employees Medical and Hospital Care Act (PEMHCA). The purpose of the

Health Benefits Program is to provide quality health care to the District's employees, retirees, and their eligible dependents and survivors.

- 1. Eligibility.** Each of the following employees and his or her dependents and survivors are eligible to receive benefits and enroll in plans under the Health Benefits Program once the District has verified the employee's, dependent's or survivor's eligibility under this Agreement:
 - a. Every member of a classified bargaining unit who is employed at least half time as either a probationary or regular classified employee.
 - b. Every faculty member who is employed at least half-time in one or more monthly rate assignments. "Limited term" academic appointments must have a duration of at least a semester.
 - c. Every member of the administrators' bargaining unit who is employed at least half time.

- 2. Dependents.** Dependents who are eligible to enroll in plans under the Health Benefits Programs include an eligible employee:
 - a. **Spouse.** Marriage certificate and social security number of spouse must be on file
 - b. **Qualified domestic partner as specified in Appendix I.**
 - c. **Children (natural, adopted, foster, domestic partner children, or stepchildren) up to age 26 unmarried.** Coverage will terminate at the end of the month in which dependent turns age 26.
 - d. **Economically Dependent Children.** Children up to age 26 (not otherwise eligible under subsection 2.c or 2.d, above) unmarried, who are economically dependent (as being claimed as dependents on the employee's federal income tax returns) upon the subscriber (eligible employee or retiree). The subscriber must have been granted legal or joint legal custody of the child; or the child resides with the subscriber (generally in the absence of natural or adoptive parents).
 - e. **Disabled Children Over Age 26.** Children (not otherwise eligible under subsection 2.c or 2.d, above) unmarried, without regard to age, who are physically or mentally incapacitated (and therefore incapable of self-support), and who are being claimed as dependents on the employee's federal income tax returns. The mental or physical condition must have existed prior to age 26 and continuously since age 26.

- 3. Survivors.** Upon the death of an active employee, the District shall deem the employee to have resigned from District employment on the date of his or her death and to have begun receiving a retirement allowance whether or not the employee was in fact old enough to retire. If, based on that premise, the employee would have been eligible to continue his or her participation in the hospital and medical plans available to active employees under Section III below, Section III of this Agreement shall be applicable to the employee's survivors as if they were survivors of a retiree. For that purpose, references to survivors of retirees in Section III shall be deemed to refer to those individuals.

¹For this section 'Active Employees' does not include less than half time (0.5) part-time temporary faculty and temporary adjunct faculty. They are covered in section II.

4. Enrollment. Verification of eligibility, and enrollment or re-enrollment in plans shall be administered as follows:

a. Initial Enrollment. Upon employment, each new employee who is eligible to enroll in plans under the Health Benefits Program shall receive complete information regarding the District's Health Benefits Program, and may enroll in hospital, medical, dental, and vision care plans. The employee's hire date will establish an event date by which the employee will need to enroll all eligible family members into an eligible health plan within 60 (sixty) days. (Enrollment in the Premium Only Plan described in Section II takes place during the designated time periods.)

If the District receives the employee's enrollment forms at any time during the calendar month, the District shall process the forms so as to make coverage effective on the first day of the following calendar month. If the District receives the employee's enrollment forms after the 60 (sixty) day eligibility timeframe, this will be considered a Late Enrollment. Under this situation, the employee will either have to wait a 90-day period or until the next CalPERS Open Enrollment period. The earliest effective date of enrollment will be the first of the month following the 90-day waiting period or the January 1 following the Open Enrollment period.

b. Re-enrollment Following a Break in Coverage. Following a break in coverage an eligible employee may re-enroll in hospital, medical, dental, and vision care plans. The employee can re-enroll at any time where the break in coverage was due to an error by the District or if there is a qualifying life event. If the District receives the employee's re-enrollment forms at any time during the calendar month, the District shall process the forms so as to make coverage effective on the first day of the following calendar month.

c. Open Enrollment. There shall be an open enrollment period each enrollment year during which eligible employees may change plans. The District shall announce the dates of such open enrollment period, and shall publish and web-post open enrollment materials fourteen or more days before the beginning of the open enrollment period. If an eligible employee requests a change of plan, he/she shall continue to be covered under his or her existing plan until January 1 of the following year when the new plan can become effective.

d. Changes in Enrollment Other Than During Open Enrollment. Once enrolled in a plan, employees are generally barred from changing their enrollment except during an open enrollment period. Nevertheless, changes may be made under the following circumstances:

- i.** Any employee who is enrolled in a closed panel plan and who changes his or her permanent residence to a location that is outside the service area of the plan may, by submitting a timely application to CalPERS, via the District, change his or her enrollment to a plan that provides service in the area of his or her new permanent residence without a break in coverage. To be timely, the application for a change in enrollment must be received by the District within sixty (60) days after the employee established his or her new permanent residence
- ii.** Any employee who is enrolled in a closed panel plan and who, during an approved study, retraining or sabbatical leave of absence of sixty (60) days or more, temporarily relocates to a location that is outside the service area of the plan may, by submitting a timely application to CalPERS, via the District, temporarily change his or her enrollment to a plan that provides service in the area in which he/she will be temporarily located. To be timely, the application for a temporary change in enrollment must be received by the date on which the employee's leave

commences.

iii. Any employee whose enrollment in a plan is terminated at the request or option of the plan provider for any reason other than non-payment of premium may enroll in another plan without a break in coverage by submitting a timely application to CalPERS, via the District. To be timely, the application for a change in enrollment must be received by the District within sixty (60) days after the employee's enrollment was terminated. Qualified, covered individuals will not have their health plans terminated due to claims or increased utilization.

iv. Finally, any employee who has had a "qualified life event" as defined by Sections 125 and 129 of the Internal Revenue Code may change his or her eligible dependents by submitting a timely application to CalPERS, via the District. To be timely, the application for a permissible "qualified life event" change must be received by CalPERS via the District within thirty-one days of the qualifying event. Refer to CalPERS' "Health Enrollment Reason Codes" for specific qualifying events and effective dates for coverage. Contact the District Benefits Office for this information.

e. **Mandatory Re-enrollment During Open Enrollment.** Under normal circumstances CalPERS does not require mandatory re-enrollment each year in its health plans. They will notify current participating active employees of their options to change health plans or add/remove dependents during open enrollment. If the employee does not elect any changes, his or her hospital/medical coverage will continue with the same plan and dependents (pending eligibility). If the employee does not elect any changes to the dental, vision and life insurance benefits during open enrollment, coverage will continue with the same plans and dependents.

5. District Contribution Towards Premiums. ~~Eligible employees shall be entitled to the a~~ District's contribution towards of the premium costs of the plans in which they and their dependents are enrolled, subject to any agreed upon plan limitations, and set forth in LACCD/CalPERS's resolutions, if:

Eligible employees shall be entitled to a contribution from the District towards the premium costs of the plan in which they and their dependents are enrolled. Depending on the selected plan in which the employee and their dependents are enrolled, and the limitations set forth in the LACCD/CalPERS resolutions, the District's contribution may or may not cover 100% of the premiums of all available CalPers plans in which the employee and their dependents may select. Employees will be entitled to the benefit if:

- a. the eligible employee was in paid status during the calendar month preceding the month during which benefit coverage is effective and received at least one-half of the pay he/she would have earned had he/she received pay for full-time work; or
- b. the eligible employee, even though not in paid status, is on a formal illness leave of absence for a period of not more than eighteen months; or
- c. a specific section of the collective bargaining agreement applicable to the employee (for example, a section specifying compensation during certain leaves) explicitly provides for his or her entitlement to the District's contribution. For the purposes of Section 5.a, every eligible employee, other than a temporary monthly-rate faculty member, shall be deemed to be in paid status during any recess or intersession if he/she is scheduled to return to paid status in his or her position at the end of the recess or intersession. A temporary monthly-rate faculty member shall be deemed to be in paid status

during any recess or intersession if, before the beginning of the recess or intersession, he/she is assigned to a position at any district location that will render him or her eligible for benefits and is scheduled to return to paid status in that position at the end of the recess or intersession.

6. Payment of Premiums During Unpaid Leaves. Eligible employees who have been granted an unpaid leave of absence and thus are not entitled to the District's contribution towards the premium costs of the plans in which they and their dependents are enrolled can continue to receive benefits under the Health Benefits Program by establishing a direct payment between the employee and the health plan provider for the period of the leave.

Should an employee fail to make a payment required by this section, coverage shall terminate at the end of the month for which the last payment was received.

Should the District terminate an employee's coverage in error, it shall reinstate the employee's coverage as soon as the error is discovered and, at the employee's option, either issue the employee a refund of the amount he/she paid for the months during which he/she did not receive coverage, or extend the employee's coverage for an equivalent period.

7. Continued Eligibility and Payment of Premiums Following Layoff or Furlough.

Notwithstanding anything in Sections I.A.1 and I.A.6 to the contrary, employees who have been furloughed (a furlough is a temporary lay-off for a specified period with a definite return date) shall remain eligible to receive benefits under the Health Benefits Program, and shall continue to be entitled to the District's contribution towards the premium costs of the plans in which they and their dependents are enrolled, during the period of their furlough.

When an employee is laid off (a layoff is a separation from regular service for lack of work or lack of funds, or because of a reduction in force) CalPERS' business rules stipulate termination of coverage for layoff beginning the next month after separation date. Employees who have been laid-off shall, upon applying and qualifying for COBRA (see section I.A.9 below), continue to be entitled to the District's contribution towards the COBRA premium costs of their plans, according to the following table:

Years of Service	Months of Continuation Following Layoff
1-5	2 months
6-10	4 months
11 or more	6 months

These rules for furlough and lay-off do not apply to employees who are in temporary or limited status.

8. Conditions of and Limitations on Eligibility and Coverage.

a. Dual Coverage. Employees and their dependents may not be enrolled in more than one CalPERS plan at any one time. For that reason, an employee may be enrolled in a plan in his or her own capacity as an employee, or as a dependent of another employee, but not simultaneously in one plan as an employee and in another plan as a dependent.

- b. **Split Enrollment.** Children or other individuals who qualify as dependents may be enrolled in a plan only once as a dependent, not simultaneously in one plan as a dependent of one employee and in another plan as a dependent of another employee.
- c. Every employee (or in the event of his or her incapacity, the employee's representative or agent) shall report any event or change of circumstance that has an effect on the administration of coverage under the Health Benefits Program. Such events or changes include, but are not limited to, change of address or telephone number, marriage, divorce, dependent's loss of eligibility, death of the employee, or death of a dependent.

9. **COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985).** Once an employee who has enrolled in a plan under the Health Benefits Program becomes qualified for COBRA benefits, the District shall ensure that he/she is given the opportunity to continue coverage under the Health Benefits Program pursuant to COBRA in the manner prescribed by federal law. (CalPERS does not administer payments to COBRA.)

10. If the internal responsibility for the administration of the Health Benefits Program is changed because responsibilities among the administrative units of the District are reorganized, notice of that change shall be given to the exclusive representatives within thirty days.

11. **Health Care Legislation.** In the event that new health care legislation is enacted and the District is required to implement a plan pursuant to such legislation, the District and the exclusive representatives shall consult in order to assess the effects of such legislation.

12. **Pre-funding Retiree Health Benefits Costs.** The District has established and will maintain a Trust with (CalPERS) to prefund retiree health benefit costs for all eligible full-time employees. The Trust is funded with annual contributions to the trust of 1.92% of the total full-time salary expenditures in the District. Additionally, the District will direct an amount equivalent to all of the Federal Medicare Part D subsidy returned to the District each year into the trust fund. Funding from both of these sources commenced with fiscal year 2006-07. An annual Trust status report will be made to the JLMBC and to the District Budget Committee at their first meetings of the fiscal year. Annual funding of the Trust from both these sources shall continue until/unless then parties agree otherwise due to changes in the healthcare landscape which make prefunding no longer necessary. Should that prove to be the case the 1.92% of the total full-time salary expenditures will be placed on the salary schedules of all full-time employees, effective the end of the payroll month that the decision is made to no longer fund the trust.

B. Group Life Insurance Program. The District's group term life insurance program shall be continued for the duration of this Agreement subject to modification based on the recommendations of the Joint Labor Management Benefits Committee and approval of the Board.

- 1. All active employees eligible for benefits under Section I.A.1 of this Agreement shall be eligible for group term life insurance benefits under the program.
- 2. The limits of coverage under the program shall be \$50,000, however, employees age 70 or above shall receive coverage equal to an amount equal to the greater of the minimum amount required by Federal Law or 50% of the amount in force immediately prior to his or her 70th birthday. This reduction

shall take place on the premium date coincident with or immediately following his or her 70th birthday.

C. Employee Assistance Program/ Wellness Services. The District shall make available to all active employees (including those who are not eligible for benefits under Section I.A.1 of this Agreement) employee assistance and wellness services. The services shall help employees deal with problems that might adversely impact their work performance, health, and well-being and shall include assessment, short-term counseling, informational resources and referral services. Such services hold the same level of privacy/confidentiality as other medical services. Modification to the employee assistance and wellness services may be recommended by the Joint Labor Management Benefits Committee to the Board.

D. Tax Sheltered Retirement Plans. The District shall continue its voluntary salary reduction

agreement program under which employees may contribute to tax sheltered retirement plans under Internal Revenue Code Sections 403(b) and 457. The process for selecting third-party administrators (TPAs) for these plans shall include the issuance of a formal request for proposals by the District, review of the responses by a task group consisting of representatives of the District and the exclusive representatives, and selection of TPAs based on the recommendation of the task group.

E. Health Reimbursement Arrangements (HRAs). The District shall continue its HRAs under IRC Section 105 for eligible, benefited active employees and early retirees (under age 65). The District's contributions will be \$1500 per year for plan year 2018, \$1500 for plan year 2019, and \$1500 for plan year 2020. ~~The current agreed upon HRA benefit will end with plan year 2020.~~ for plan year 2021, \$1500, for plan year 2022, \$1500, and for plan year 2023, \$1500. The District and Joint Labor Caucus agree that the HRA ~~will not be automatically renewed but~~ will be subject to ~~in re-~~ during negotiations in subsequent contracts. The process for selecting a TPA for these HRAs shall include the issuance of a formal request for proposals by the District, review of the responses by a task group consisting of representatives of the District and the Exclusive Representatives, and selection of a TPA based on the recommendation of the task group.

F. IRC 125 and 129 Plans (Flexible Spending Accounts). The District shall continue its voluntary Flexible Spending Account (FSA) plan covering medical and dependent care expenses under Internal Revenue Code Sections 125 and 129. The process for selecting a TPA for FSAs shall include the issuance of a formal request for proposals by the District, review of the responses by a task group consisting of representatives of the District and the exclusive representatives, and selection of a TPA based on the recommendation of the task group.

G. Ordering Rules for HRAs and Medical FSAs. In compliance with internal Revenue Code Sections 125 and 129 ~~Employees~~ shall be informed at the time of enrollment *amounts available under an HRA must be exhausted before reimbursements may be made from the medical FSA.*

II. Health Benefits Program for Part-time Temporary Adjunct Faculty² and Temporary Adjunct Faculty

The District shall provide eligible part-time temporary faculty and temporary adjunct faculty member's

access to its hospital/medical, vision and dental group coverage plans as provided in this Section beginning in Plan Year 2006. Access to the District life insurance plan is not included. When an employee is eligible, he/she will have access via the District's Contribution and Premium Only Plan (see Section II. A. below).

A. District Contribution and Premium Only Plan

- 1. Eligibility.** A part-time temporary faculty member or temporary adjunct faculty member is eligible to receive access to the CalPERS hospital/medical group coverage, except the District life insurance plan, under this section if he/she has been assigned and working as a part-time temporary faculty member or temporary adjunct faculty member in the District and meets the eligibility requirements below (including, by virtue of his or her participation in the POP, in subsection 'e' below, he/she is deemed to effectively be in a position lasting greater than six months as required by CalPERS' resolutions,

- AND- _____

he/she is a member of the CALSTRS DB or CB retirement plans or the CalPERS retirement plan or the PARS, but not Social Security). Dependent Eligibility is the same as indicated in Section I A 2.

Specific Eligibility Requirements for the POP

- a. Be assigned to a 0.33 (or higher) FTE temporary (limited or long-term substitute) or adjunct faculty load in the District to count towards eligibility for this plan.
- b. Open but inactive assignments - no work, no pay - do not constitute employment in this context.
- c. Have completed at least a 0.2 part-time temporary faculty member or temporary adjunct faculty position in the District during three or more semesters out of the previous eight consecutive semesters.
- d. Participate in the District's "premium only plan" (POP) under the terms of Internal Revenue Code Section 125, so that the employee's contribution to the District sponsored hospital/medical, vision, and dental group plans will be deducted, pre-tax, from salary warrants. The amounts of the employee's contribution toward the premiums, for the hospital/medical plans, along with any possible premiums for vision, and dental group plans paid for by the employee, must not exceed his or her net take home pay each month, otherwise the employee is not eligible to participate in or continue to participate in the POP plans.
- e. **District Contribution.** If criteria a-d above is met, the District will contribute as follows:

Medical. For plan years ~~201821~~, ~~201922~~ and ~~202023~~, the District's monthly contribution will be a dollar amount equal to 50% of the mathematical average of the single-party monthly premium of the five most utilized medical plans for the Los Angeles area offered by CalPERS excluding PERSCare PPO, plus ~~\$50~~ 100 dollars per month in plan year ~~2018 21~~, ~~\$60~~ 110 dollars per month in plan year ~~2019 22~~, and ~~\$70~~ 120 dollars per month in plan year ~~202023~~. Beginning in plan year ~~201720~~, the District's monthly contribution in the new plan years ~~201821~~, ~~201922~~ and ~~202023~~ shall not exceed 110% of the prior year, excluding the specified "plus" dollar amounts from above. The District's contribution may be used toward the total monthly cost of the part-time temporary faculty member

or temporary adjunct faculty member's individual, two-party or family medical premium only.

² This refers to those part-time temporary faculty who are employed less than half time in one or more monthly rate assignments. Faculty serving in a 0.50 (or higher) FTE temporary monthly rate assignment as a limited or long-term substitute instructor are eligible for full benefits for the duration of that assignment and should refer to Section I of this Agreement regarding their eligibility requirements

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Vision. In addition to being eligible for the above medical benefits, a temporary adjunct faculty member who satisfies the criteria in II.A.1.a-d and, further, who is assigned to a 0.50 or higher FTE temporary adjunct faculty load in the District is eligible for a District contribution towards vision care benefits. The District will pay the full amount of the VSP single-party premium, for each eligible temporary adjunct faculty member. For plan years, ~~2018~~2021, ~~2019~~2022, and ~~2020~~2023, the District's contribution will be equal to the VSP single-party premium for the respective plan year, but shall not exceed 110% of the prior year's contribution. If the District's contribution does not fully pay for the required monthly premium, the balance shall be paid by the participating adjunct as condition of receiving the District's contribution towards the vision benefit

Dental. In addition to being eligible for the above medical and vision benefits, a part-time temporary faculty member or temporary adjunct faculty member who satisfies the criteria in II.A.1. a-d and, further, who is assigned to a 0.50 or higher FTE temporary adjunct faculty load in the District is eligible for a District contribution towards dental benefits.

The District will pay 50% of the full amounts of the dental single-party premium, for each eligible temporary adjunct faculty member. For plan years ~~2018~~2021, ~~2019~~2022, and ~~2020~~2023, the District's contribution will be 50% of the full amounts of the dental single-party premium for the respective plan year but shall not exceed 110% of the prior year's contribution. If the District's contribution does not fully pay for the required monthly premium, the balance shall be paid by the participating adjunct faculty member as a condition of receiving the District's contribution towards the dental benefit.

- f. **Term and Conditions of Coverage.** A part-time temporary faculty member or temporary adjunct faculty member who was eligible for coverage and who has prepaid the premium(s) via the POP for the entire spring and fall semesters of any plan year shall remain eligible for coverage during the time between the end of that spring semester and the beginning of the subsequent fall semester contingent upon verification of continued eligibility. The premium payments shall equate to twelve months' coverage and shall be deducted from ten monthly pay periods for each twelve-month coverage period.
- g. **Enrollment.** Eligible employees may enroll at each 6-month cycle but an employee who becomes ineligible cannot reenroll until the start of the next annual cycle unless a qualifying event occurs which falls under the conditions set by the IRC 125 plan year rules. (See Plan Description Los Angeles Community College District Temporary Faculty Member Premium-Only Plan, Article II, section 4.3 and section II A.2 d below.) The District will conduct limited "open enrollment" periods in August and in January for adjuncts who become eligible for the POP.
- h. For plan years ~~2018~~2021, ~~2019~~2022, and ~~2020~~2023 **only**, when an adjunct faculty member gains eligibility and buys in to a POP plan, that years' medical premium district payment will be maintained for the remainder of that plan year regardless of any subsequent loss of eligibility. In the event that the adjunct faculty member has an insufficient salary warrant to cover the employee portion of the premium costs the employee shall pay the District the remaining premium amount including a 2% administrative fee to continue to participate in the POP plan. Failure by the faculty member to pay any of the monthly premiums will result in loss of eligibility and coverage.
- i. If any provision herein regarding the POP conflicts with the Internal Revenue Code, the latter will prevail and the conflicting provision will be nullified.

2. Premiums

- a. To receive medical or vision plan coverage under this Agreement, an eligible part-time temporary faculty member or temporary adjunct faculty member must, in advance and in accordance with applicable District procedures, agree to participate in the POP for a period of a plan year, contingent upon verification of continued eligibility, and pay the balance of the premium, minus the District contribution (if any) as defined in section II.A.1.e of this article.
- b. To participate in the District's dental plans, the eligible part-time temporary faculty member or temporary adjunct faculty member will agree to participate in the POP and pay all of the premium(s). The participant agrees that premiums will be deducted, pre- tax, from his or her monthly salary warrants as described in Section II.A.1.e above or post-tax and considered as taxable income as described in Section II.A.1.h above.
- c. A part-time temporary faculty member or temporary adjunct faculty member's coverage (with a District contribution) shall cease immediately upon his or her failure to pay the balance of the required insurance premium(s) in accordance with District procedures. The faculty member's deductions for the required payments will be made for the last working day of each month preceding the month in which coverage will be effective.
- d. The District will conduct limited "open enrollment" periods in August and in January for part-time temporary faculty member or temporary adjuncts.

3. Extension of Coverage. Any extension of coverage, at the adjunct faculty member's own expense, subsequent to termination (non-retirement) of employment with the District, shall be in accordance with applicable state and/or federal law. COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985). Once an employee who has enrolled in a plan under the Health Benefits Program becomes qualified for COBRA benefits, the District shall ensure that he/she is given the opportunity to continue coverage under the Health Benefits Program pursuant to COBRA in the manner prescribed by federal law. (CalPERS does not administer payments to COBRA).

4. Colleges will make every effort to report information regarding adjunct faculty assignments to the District's Benefits Section by the deadline for enrollment. If an eligible adjunct is denied coverage in error, the District will cover its portion of the premium costs retroactive to the date of the adjunct's eligibility up to the start of the plan year.

a. Health Benefits for Part-time Temporary Faculty Retirees & Temporary Adjunct Faculty Retirees under CalPERS Health Care Plans.

AB 528 Health Plans: Rights of retired certificated employees to enroll in health and dental plans offered to active certificated employees; Education Code Section: 7000 – 7008. The following guidelines sets forth the requirements of eligibility, enrollment, and limitations of the District "AB 528" health plans.

b. Eligible part-time temporary faculty retirees & temporary adjunct retirees and their eligible dependents and survivors, not otherwise eligible for District-paid retiree health benefit coverage, shall have the right to participate in the CalPERS Health Care Program available to them as active part-time employees, subject to the terms and conditions of this Agreement and CalPERS

resolutions. Nothing in this Agreement, however, shall be construed as conveying any vested right to any particular plan, plan design, or plan component. The terms of the CalPERS Health Care Program, as well as the plans available under the Program remain subject to alteration by action of CalPERS, the or the JLMBC any future agreement between the District and its Exclusive Representatives.

1. Eligibility Certificated retirees of the Los Angeles Community College District who have retired from any public employee retirement system may be covered.

- a. Retirees and their spouse, or the surviving spouse of a retiree, shall be eligible for participation. Children are not eligible for coverage. A new spouse, upon remarriage of a surviving spouse, is not eligible for this benefit.
- b. Retirees are eligible for participation in health and dental plans offered by the District.
- c. Retirees must enroll within 30 days of retirement from the District. Retirees who fail to enroll in the AB 528 plan upon retirement shall not be eligible to enroll at a later date, except as follows: Should a retiree have health coverage elsewhere, and subsequently lose that coverage, he/she may enroll in the AB 528 plan with 31 days of losing said coverage. The retiree must provide documentation to substantiate loss of coverage.

2. Guidelines

- a. Upon retirement and notification of discontinuance of benefits, retiree may contact the Health Benefits Unit (HBU) and completes appropriate enrollment documents for health care, no later than 30 days after retirement.
- b. Retiree shall remit premium payments to the Accounting Department at least one month in advance. Payments shall be made monthly. Failure to pay premium by the due date shall result in immediate cancellation on the last day of the month for which coverage has been paid.
- c. Each year there shall be held an open enrollment period during which the retiree and/or surviving spouse may change health plans. Retirees shall be notified by mail of the open enrollment period and new plan rates by the HBU.
- d. Coverage will continue indefinitely as long as full premiums are paid.

3. Limitations

- a. Retirees may select both medical, vision, and dental coverage, or they may select medical coverage only. A retiree may not select dental or vision coverage only.
- b. A retiree will not be allowed to reenroll in the AB 528 plan once coverage has been terminated. If a retiree has other coverage upon retirement and later loses that coverage, then he/she may enroll in AB 528 within 30 days of losing said other coverage.

- c. Children of a retiree are not eligible for coverage in the AB 528 plan. A new spouse, upon remarriage of a surviving spouse, is not eligible for coverage in the AB 528 plan.

4. A part-time faculty retiree who continues to be employed in active service for the District is eligible for the District health premium contribution detailed in II.A.1.e as long as he/she continues to meet the eligibility criteria for health benefits coverage as specified in II.A.1.a-d and is not eligible for District coverage under a different status. An eligible part-time faculty retiree is one who has retired from District service under the rules of the California State Teachers Retirement System (CalSTRS) DB or CB plans, the California Public Employees Retirement System (CalPERS), or the Public Agency Retirement System (PARS) and who is receiving a retirement allowance from that system and who will have rendered “paid service” to the District in a “qualifying position” for thirty-five (35) ~~years immediately preceding his or her retirement.~~ For the purposes of this section, a “qualifying position” is any position that made the employee eligible to enroll in plans under this Section (II). A year of “paid service” is attained by having had any faculty assignment in the District for two (primary fall and spring) semesters.

5. A part-time faculty who retires from LACCD and is not yet eligible for Medicare and is 60 years of age or older and continues to be employed for the District is eligible for the District health premium contribution detailed in II.A.1.e as long as the faculty member continues to meet the eligibility criteria for health benefits coverage as specified in II.A.1.a-d. Once the faculty member becomes eligible for Medicare Part B they will no longer be eligible for the POP as outlined I.A.a-e but they must enroll in Medicare Part B as their primary plan. The retiree will be reimbursed once per year for the same contributions made by the District for active part-time employees as outlined in II.A.e.

III. Health Benefits for Retirees (retiring from a “qualifying position” §), their Dependents and Survivors

- A. **Hospital-Medical, Dental and Vision Benefits.** Eligible retirees and their eligible dependents and survivors shall have the right to continue their participation in the Health Benefits plans available to active employees, subject to the terms and conditions of this Agreement. Nothing in this Agreement, however, shall be construed as conveying any vested right to any particular plan, plan design, or plan component. The terms of the District’s Health Benefits Program (CalPERS Health Care Program), as well as the plans available under the Program, remain subject to alteration by action of CalPERS, the Joint Labor/Management Benefits Committee or any future agreement between the District and its exclusive representatives.

- B. **Eligibility.** A retiree who is eligible to continue his or her participation in the health benefits plans which are available to active employees is one who has retired from District service under the rules of the California Public Employees Retirement System (CalPERS) or the California State Teachers Retirement System (CalSTRS), who is receiving a retirement allowance from that system, and who:
 - 1.—for employees whose most recent uninterrupted District employment began before February 11, 1992—has rendered continuous paid service to the District in a “qualifying position” for three or more years immediately preceding his or her retirement; and—for employees whose most recent uninterrupted District Employment began before July 1, 1998—has rendered continuous paid service to the District in a “qualifying position” for seven or more years immediately preceding his or her retirement; or

2.—for employees whose most recent uninterrupted District employment began on or after July 1, 1998—has rendered continuous paid service to the District in a “qualifying position” for ten or more years immediately preceding his or her retirement. For the purposes of this section, a “qualifying position” is any position that made the employee eligible to enroll in plans under Section I above (See section III F for district contribution toward premiums.)

An individual shall be deemed to have “retired from District service” if the effective date of his or her retirement under CalPERS or CalSTRS is no later than 120 days after his or her resignation from District employment. Retirees do not have to be enrolled in health benefits at the time of their retirement; they just need to have been eligible as indicated above.

Employees who have been assigned in a specially funded program (SFP) shall vest in the retiree benefits provided they meet the eligibility requirements in III.B.1. or 2 above.

In addition, no absence from the service of the District under any paid leave of absence, or any unpaid leave of absence, or layoff of thirty-nine (39) months or less, shall be deemed a break in the continuity of service required by this section. **§ See section III B.**

C. Dependents and Survivors. To qualify as a dependent or survivor who is eligible to continue his or her participation in the hospital and medical plans available to active employees—

1. A dependent or survivor must be an eligible retiree’s:

- a. Spouse. A spouse married anytime less one year before retirement only qualifies as a survivor to continue to receive health benefits if the retiree left a survivor’s allowance under CalPERS or CalSTRS at the time of retirement.
- b. qualified domestic partner as specified in Appendix I, on the date of retirement from District service;
- c. child (natural, adopted, foster, domestic partner children, or stepchildren) up to age 26 (coverage will terminate at the end of the month in which dependent turns age 26); or
- d. a child up to age 26 (not otherwise eligible under subsection 1.c, above) who is *economically dependent upon* the retiree (as being claimed as dependents on the retiree’s federal income tax returns) and for whom the retiree must have been granted legal or joint legal custody, or, in the absence of natural or adoptive parents, the child resides with the retiree; or
- e. a *disabled* child (not otherwise eligible under subsection 1.c or 1.d, above) without regard to age, who is physically or mentally incapacitated (and therefore incapable of self-support), and who is being claimed as a dependent on the retiree’s federal income tax returns. The mental or physical condition must have existed prior to age 26 and continuously since age 26.

—and—

2. A dependent may not be enrolled in any plans other than those under which the retiree is covered.

D. Limitations on Survivor Eligibility. A survivor's eligibility to continue his or her participation in the Health Benefits Program depends on whether he/she is an annuitant under the employee's retirement system. The eligibility of a surviving child receiving a survivor's benefit continues until the end of the month in which he/she turns age 26.

E. Enrollment. Enrollment and re-enrollment in plans shall be administered as follows:

1. **Initial Enrollment.** Upon retirement, each new retiree who is eligible to enroll in plans under the Health Benefits Program shall receive uninterrupted coverage under the plan in which he/she was enrolled as an active employee, provided the employee submits all necessary applications and other required documentation in a timely fashion.

2. **Open Enrollment.** There shall be an open enrollment period each enrollment year during which eligible retirees may change plans. The CalPERS Health Care Program shall establish and announce the dates of such open enrollment period. If an eligible retiree requests a change of plan, he/she shall continue to be covered under his or her existing plan until coverage under the new plan can be instituted.

3. **Changes in Enrollment Other Than During Open Enrollment.** Once enrolled in a plan, retirees are generally barred from changing their enrollment except during an open enrollment period. Nevertheless, changes may be made under the following circumstances:

- a. Any retiree who is enrolled in a closed panel plan and who changes his or her permanent residence to a location that is outside the service area of the plan may, by submitting a timely application to CalPERS via the District, change his or her enrollment to a plan that provides service in the area of his or her new permanent residence. To be timely, the application for a change in enrollment must be received by CalPERS via the District within ninety (90) days after the retiree established his or her new permanent residence.

- b. Any retiree whose enrollment in a plan is terminated at the request or option of the plan provider for any reason other than non-payment of premium may enroll in another plan by submitting a timely application to the District. To be timely, the application for a change in enrollment must be received by CalPERS via the District within ninety (90) days after the retiree's enrollment was terminated.

4. **Mandatory Re-enrollment During Open Enrollment.** Upon recommendation of the JLMBC the District may designate any open enrollment period as a mandatory enrollment period during which every eligible retiree or survivor must re-enroll for himself or herself and for each of his or her eligible dependents. If a retiree or survivor fails to re-enroll during any such mandatory enrollment period, his or her enrollment in hospital, medical, dental, and vision care plans shall end at the beginning of the next plan year. In that event, a retiree or survivor (and his or her eligible dependents) may, if he/she remains eligible, re-enroll in plans. The retiree or survivor may re-enroll in plans at any time and the District shall verify his or her eligibility to CalPERS so that it can process the retiree's or survivor's re-enrollment forms as if they were initial enrollment forms—i.e. if CalPERS, via the District, receives the re-enrollment forms at any time during the calendar month, it shall process them so as to make coverage effective on the first day of the calendar month following receipt of the forms.

F. District Contribution Towards Premiums. ~~The District shall contribute towards the premium costs of the plans in which an eligible retiree and his or her eligible dependents and survivors are enrolled, subject to any plan as follows:~~

Eligible retirees and his or her eligible dependents and survivors enrolled shall be entitled to a contribution from the District towards the premium costs of the plans in which they and their dependents and survivors are enrolled. Depending on the selected plan in which the retiree and their dependents and survivors are enrolled, and the limitations set forth in the LACCD/CalPERS resolutions, the District's contribution may or may not cover 100% of the premiums of all available CalPers plans in which the retiree and their dependents and survivors may select. The retiree will be entitled to the benefit if:

1. For retirees (and their eligible dependents and survivors) who became eligible under Section III.B.1, the District will pay 100% of the ~~District's contribution towards~~ District's contribution towards premiums subject to any plan limitations as set forth in LACCD/CalPERS resolutions, as follows.
2. For retirees (and their eligible dependents and survivors) who became eligible under Section III.B.2, the District will contribute towards the retiree's premiums ~~for retirees in a "qualifying position"~~ as follows:

% of District Contribution Rendered Toward Premium	Years of Service
50%	At least ten years but fewer than fifteen
75%	At least fifteen years but fewer than twenty years.
100%	At least twenty years.

F. Conditions of and Limitations on Eligibility and Coverage.

1. Active employees who become eligible retirees under this Agreement are entitled to uninterrupted coverage under the Health Benefits Program provided they submit all necessary applications and other required documentation in a timely fashion.
2. **Dual Coverage.** Retirees, their dependents, and survivors may not be enrolled in more than one CalPERS sponsored plan at any one time. For that reason, a retiree may be enrolled in a plan in his or her own capacity as a retiree, or as a dependent of another retiree, but not simultaneously in one plan as a retiree and in another plan as a dependent.
3. **Split Enrollment.** Children or other individuals who qualify as dependents may be enrolled in a plan only once as a dependent or survivor, not simultaneously in one plan as a dependent or survivor of one retiree and in another plan as a dependent or survivor of another retiree.
4. To the extent allowed by law, benefits provided under the District's Health Benefits

Program shall be secondary to the benefits provided to a retiree or his or her dependents or survivors under Medicare. Furthermore, as a condition of continued enrollment in any hospital or medical plan available under the Health Benefits Program, each retiree and every eligible dependent and survivor aged 65 and older must (unless exempted from this requirement under Board Rule 101701.16C) apply for and obtain coverage under Part A

(Hospital benefits) – either paid or premium free – and Part B (medical benefits) of Medicare. The district shall pay the Part A Medicare premium, if required, and the Part B Medicare premiums. It shall be the sole responsibility of the employee or survivor to provide the district with verification of enrollment in Medicare. The District shall acknowledge receipt of verification of Medicare enrollment upon a retiree's request. The retiree shall submit evidence of Medicare premium payments annually and will be reimbursed once per year for the costs.

5. Every retiree (or in the event of his or her incapacity, the retiree's representative or agent) shall report, by telephone, e-mail, or written correspondence, any event or change of circumstance that has an effect on the administration of coverage under the Health Benefits Program. Such events or changes include, but are not limited to, change of address or telephone number, marriage, divorce, dependent's loss of eligibility, death of the retiree, or death of a dependent.
6. A retiree's or survivor's eligibility (and that of his or her dependents) under this Agreement shall terminate whenever the retiree or survivor accepts employment in a position covered by CalSTRS or CalPERS and becomes eligible for health benefits by virtue of that employment.

IV. Joint Labor/Management Benefits Committee

- A. The District shall convene, and the exclusive representatives shall all participate in, a Joint Labor/Management Benefits Committee (JLMBC). The role of the Committee is to contain the costs of the District's Health Benefits Program while maintaining and, when feasible, improving the quality of the benefits available to employees.
- B. The Committee shall be composed as follows:

District: one voting and one non-voting District Member appointed by the Chancellor (If one member is absent, the member present shall be the voting member);

Employees: six Employee Members, one appointed by each of the exclusive representatives (If the one member from any unit is absent, a substitute member from the unit who is present shall be the voting member);

Committee Chair: an additional voting faculty member who shall serve as chair, nominated by the president of the Los Angeles College Faculty Guild and confirmed by a simple majority of the regular voting members of the Committee. The chair shall work jointly with the management member or designee to develop the monthly JLMBC agenda. The agenda will be posted and made available to JLMBC members at least three days prior to each JLMBC meeting. The District shall grant the chair of the committee at least 0.2 FTE reassigned time to perform the duties of that assignment. The faculty chair may make an annual request to the District for an additional 0.2 FTE reassigned time to complete specified projects recommended by the JLMBC.

Additional Members. Although each exclusive representative will appoint one regular voting member on the Committee, the Committee shall adopt rules under which each exclusive representative may appoint additional non-voting members in proportion to the size of each unit.

C. The Committee shall have the authority to:

1. review the District's Health Benefits Program and effect any changes to the program it deems necessary to contain costs while maintaining the quality of the benefits available to employees (this includes, but is not limited to, the authority to recommend substitution of other plans for the District's existing health benefits plans, including reviewing and providing input on the management of the District's participation in the CalPERS Health Care Plans);
 2. recommend the selection, replacement, and evaluation of benefits consultants when deemed necessary;
 3. recommend the selection, replacement, and evaluation of benefit plan providers;
 4. review and make recommendations regarding communications to faculty and staff regarding the health benefits program and their use of health care services under it;
 5. review and make recommendations regarding benefit booklets, descriptive literature, and enrollment forms as necessary, beyond those provided by CalPERS;
 6. study recurring enrollee concerns and complaints and make recommendations for their resolution;
 7. anticipate in an annual review of the District's employee health benefits program, to include the CalPERS hospital/medical program, the dental and vision benefits, and EAP, wellness, HRA and FSA benefits;
 8. review and make recommendations about the District's health benefit budget; and
 9. if health care legislation that necessitates modification of the District's Health Benefits Program is enacted before the termination of this Agreement, assess the effects of such legislation and make recommendations to the District and the exclusive representatives about appropriate action to take.
- D.** Any action of the Committee must be approved by the affirmative vote of the voting District member and all but one of the voting Employee Members at a meeting of the Committee at which a quorum is present. A quorum shall consist of the voting District member and any four voting Employee Members.
- E.** Any changes proposed by the Committee in the benefit program, providers, and consultants shall be submitted to the Board of Trustees for its consideration.
- F.** The District shall provide the Committee with relevant financial data including, for example, data regarding money received from providers (as a refund, return of premium, or similar credit), and all expenditures the District considers to be part of the "overall cost to the District of maintaining the Health Benefits Program."

V. Managing the Health Benefits Program

By September 1 of each year the JLMBC shall report to the Board of Trustees on the committee's actions and activities to mitigate increases to the cost of the Health Benefits Program so that it continues to provide quality health care to the District's employees, retirees, and their eligible dependents at a reasonable and sustainable cost to the District.

VI. Term of Agreement

This agreement shall cover the period of July 1, 201720 through June 30, 202023.

Article 29

Salary for 201720-1821, 201821-1922, 201922-2023

The LACCD Board of Trustees (“The District”) and the AFT Faculty Guild (“The AFT”) agree to a three-year salary agreement for fiscal years 201720-201821, 201821- 201922, and 201922-202023. Effective July 1 of each year (201720, 201821 and 201922), the augmentation of all elements of the faculty salary schedule will be determined using by the following formula:

A. Reserve Requirement for Parts I and II

The District and the AFT have agreed that before the salary augmentation is implemented, a 10% reserve which is comprised of the contingency reserve, general reserve ESC/IT, and district-ending balances, and any additional undesignated balances, must be identified by June 30th of each year (2020, 2021 and 2022). Appendix A-2 Section B, iv, below describes the method that the parties agree to use to determine the 10% reserve.

B. Two-part Salary Augmentation:

Representatives from the District and the Faculty will meet on or about June 30th of each year (2020, 2021 and 2022) to agree on the projected dollar amount necessary to secure a 10% reserve. Based on the Governor’s final budget, the total projected dollar amounts necessary to secure a 10% reserve will be the result of the total projected revenue (2020, 2021, 2022) multiplied by 10%.

Example: For the 2020-2021 fiscal year, the total projected unrestricted general fund revenue was \$XXXm

- $(\$XXX) (0.10) = \XXm
- The projected amount necessary to secure a 10% reserve in the 2020-21 fiscal year totals was \$XXm
- The projected ending reserve amount is \$XXm (as described in A).

If the projected ending ending balance reserve calculated in Step A-2 is equal to or greater than the projected level of reserve calculated in Step B, the two-part salary augmentation formula will be implemented without adjustment to the elements of the formula.

Part I: Cost of Living Adjustments and Salary Increases

For 2017-2018

If the District receives COLA that is above zero %, approved, funded and provided by the State approved COLA for the fiscal years 2020-21, 2021-22, 2022-23, the District will allocate 100% towards the base salary. COLA will also apply to all elements of the salary schedule including steps, columns, certificates and degree career increments,

differentials, differential salary rates, supplemental instructor rates, faculty mentor, over-base differential, coaching and AD stipends, adjunct schedules (DESK, EESK, GESK, FESK), office hour differential, equity 1 and 2.

~~In addition, a .44% salary increase will be added to the base salary. This .44% increase will also apply to all elements of the salary schedule including steps, columns, certificate and degree career increments, differentials, differential salary rates, supplemental instructor rates, faculty mentor, overbase differential, coaching and AD stipends, adjunct schedules (DESK, EESK, GESK, FESK), office hour differential, equity 1 and 2.~~

For 2018-2019 and 2019-2020

~~A 2% salary increase will be applied to the base salary and all elements of the salary schedule including but not limited to steps, columns, certificate and degree career increments, differentials, differential salary rates, supplemental instructor rates, faculty mentor, overbase differential, coaching and AD stipends, adjunct schedules (DESK, EESK, GESK, FESK), office hour differential, equity 1 and 2. Should be the cost of living adjustment as reflected in the Governor's 2018 and 2019 budget be above 2%, said difference shall be applied to the base salary and all elements of the salary schedule.~~

Part II: Growth

For 2020-2021, 2021-2022 and 2022-2023

For any Growth funding on the FTES component of the SCFF that is approved, funded and received from the State, the District will set aside 40 percent for salary increases. The Faculty will receive a proportionate share of the 40 percent set aside for salary increases.

~~For 2020-2021, 2021-2022 and 2022-2023, the District will set aside AFT's proportionate share of the 30% of the dollar amount of the State funded growth.~~

This amount will be applied to all elements of the faculty salary schedule. These increases will be adjusted retroactively effective July 1st to reflect this increase.

1. If the projected ~~ending balance~~ reserve balance in the current year is less than 10% of the projected revenue of the next year, the salary augmentation will be calculated based on the faculty's proportionate share as follows:
2. In the event that the 10% ~~reserve of total revenue~~ is not attained in ~~Step D4~~ then COLA will be used to bring the general fund reserve ending balance up to 10% of the projected total revenue (2020-2021, 2021-2022, 2022-2023). Any monies remaining from state funded COLA will be distributed according to the formula in this Article.
3. If there is increased State funding for growth that is approved, funded and provided by the State, monies from this e growth increased allocation will be used to bring the District reserve up to 10% of the projected total revenue (2020-2021, 2021-2022, 2022-2023). The remainder of the increased allocation will be distributed according to the formula in this Article.

*For the purpose of this agreement, the phrase "the AFT's proportionate share" is defined as that portion of the unrestricted general fund total salaries applied to faculty salaries. The proportionate share shall be applied from 40% of the total growth funding from the 70% component (FTES) of the Student-Centered Funding Formula.

C. Annual Salary Disbursement

At the start of each fall term fulltime faculty may elect to have their regular annual salary be paid out over the following 12 months.

D. Monthly Rate. (See Appendix "A" for Salary Schedules)

Rating In. All new faculty members shall provide official transcripts and verification of prior applicable employment, (when requested by the District,) at the time a job offer is made of hiring. Upon receipt of a complete set of official transcripts and verification of letters of related professional experience from prior employer's employment letters, the District shall make every effort to complete the rating-in process within two months (30) working days. District shall provide the employee a written receipt (electronic receipt acceptable) containing the results of the rating-in process (i.e. which step and column) when the process is complete.

- i. Rating In - Column Placement.** New employees are placed on the first column of the schedule until evidence of meeting the minimum requirements is submitted and evaluated. Minimum requirements are: For new employees hired in subject areas for which a Master's degree is required: 120 semester units of credit from an accredited college or university. For new employees hired in subject areas requiring either a Bachelor's degree and two years of vocational experience in the subject area, or an Associate degree and six years of vocational experience in the subject area: 60 college/university credit units from an accredited college/university and two years of occupational experience in the subject field. Any additional work experience (beyond the two years) not counted in meeting the minimum requirements may count toward accelerated step placement up to the limit. For new employees hired in the Child Development Center areas requiring a Children's Center Permit: 60 college/university credit units from an accredited college/university. A "point" is the equivalent of one semester unit, or 1.5 quarter units of college study completed since the date of meeting minimum preparation requirements.
- ii. Rating In - Step Placement.** New employees are placed on the first step of the first column of the schedule until evidence of experience is submitted and evaluated. Credit for experience as a faculty member in an accredited college or university or a certificated employee in a public or private school shall be granted on the basis of one year of experience for each step of the salary schedule. All other applicable experience (excluding any experience counted for meeting of minimum requirements in (1) above) shall be granted on the basis of two years of experience for each step on the salary schedule. New employees may be allocated up to and including Step 8.
- iii. Degree and Certificate Differentials[^].** At any monthly rate on the preparation schedule an additional \$351 per month is paid for an earned doctor's degree or \$165 per month for a specified professional certificate in accordance with Board Rule 10535. (See LACCD Personnel Guide B308 for a listing of certificate differential fields and eligibility criteria.) When a faculty member is eligible to receive a doctoral differential, the differential shall be paid out without regard to the specific assignment

of the faculty member. The differential is earned based on individual educational accomplishment and is not contingent on a particular assignment. Furthermore, it is paid in full in situations where the faculty member is working 1.0 FTE but is fractionally assigned (e.g. a department chair assigned 0.6 during the summer receives the full doctoral differential) or where the faculty member is on a full paid leave. Eligible faculty members who are working less than 1.0 FTE (all monthly assignments combined) as faculty or are on a partial paid leave or reduced workload leave receive a pro-rated doctoral differential.

Certificate differentials shall be paid out at the full amount as long as the faculty member is working 1.0 FTE and is assigned in a field covered by professional certificate or membership or is available for such an assignment or where the faculty member is on a full paid leave. Eligible faculty members who are working less than 1.0 FTE (all monthly assignments combined) as faculty or are on a partial paid leave or reduced workload leave receive a pro-rated certificate differential. The list of eligible fields ~~are~~ is:

CERTIFICATE OR MEMBERSHIP	FIELD AUTHORIZING	ENTITY
Air and Power-plant Certificate	Aircraft Maintenance	Federal Aviation Administration
Architect Landscape Architect	-Architecture, Architectural Drafting -Ornamental Horticulture, Architectural Drafting	Board of Architectural Examiners
Certified Public Accountant	Business (Accounting)	California Board of Accountancy
Contractor -General -Air Conditioning and Refrigeration <u>-Carpentry</u> <u>-Electrical</u> <u>-Plumbing</u> <u>-Welding</u>	<u>Construction,</u> <u>Maintenance</u> <u>& Utilities</u>	Contractors State License Board (CSLB)
Engineer -Civil -Chemical -Electrical -Land Surveyor -Mechanical -Metallurgical -Petroleum -Structural	All-Engineering All-Mathematics -Chemistry, Chem. Tech. -Electrical & Electronics -Mechanical Drafting -Metallurgy	Board of Registration for Civil and Professional Engineers and Land Surveyors

ASE-Certified Master Collision Repair Technician	Automotive Technology	National Institute for Automotive Service Excellence (ASE)
ASE- Certified Automobile Technician	Automotive Technology	National Institute for Automotive Service Excellence (ASE)
ASE-Certified Master Medium-Heavy Truck Technician	Automotive Technology	National Institute for Automotive Service Excellence (ASE)
Registered Geologist	Geology	Board of Geologists and Geophysicists
Physical Therapist	Handicapped, Physical Education, Occupational	Physical Therapy Board of California
Dental Hygienist	Dental Hygiene	Board of Dental Hygiene
<u>Radiological Technologists</u>	<u>Radiological Technology</u>	<u>American Registry of Radiologic Technologists. (ARRT)</u>
Registered Dietician	Dietetics, Nutrition	Commission on Dietetic Registration
Registered Nurse	Nurse, Nursing	Board of Registered Nursing
Registered Respiratory Therapist	Respiratory Therapy	California Respiratory Care Board
Licensed Psychologist Licensed Educational Psychologist (LEP)	Psychology/Counselor Psychology/Counselor	California Board of Psychology California Board of Behavioral Sciences
Licensed Marriage and Family Therapist (LMFT)	Psychology/Counselor	California Board of Behavioral Sciences
Licensed Clinical Social Worker (LCSW)	Psychology/Counselor/ Sociology	California Board of Behavioral Sciences
Licensed Professional Clinical Counselor (LPCC)	Psychology/Counselor	California Board of Behavioral Sciences
State Bar of California	Law	State Bar of California
<u>Certified Genetic Counselor (L.C.G.C.)</u>	<u>Biology</u>	<u>CA Dept. of Public Health</u>

(See LACCD Personnel Guide B308 for details as to eligibility rules).

iv. Career Increment^. Employees who have received pay at Column E, Step 13 or higher on the preparation schedule for the equivalent of 130 full-time days in each of three years are eligible to receive a career increment of \$247 per month. Employees

who have been so paid for six years are eligible to receive an additional increment of \$253. Employees who have been so paid for nine years are eligible to receive an additional increment of \$260. Employees who have been so paid for twelve years are eligible to receive an additional increment of \$265. Employees who have been so paid for fifteen years are eligible to receive an additional increment of \$272.

- v. Employees in Service.** After initial allocation to the salary schedule, employees are limited to one column advance per year. Employees may earn one step advance per year either at the beginning of the first pay period within their regular assignment basis or at the beginning of their first pay period which commences on or after the beginning of the spring semester. Active service for 130 days is required for step advance.
- vi. Differential Salary Rates[^].** Regular, temporary, and substitute employees serving in the classes of counselor, ~~DSPS specialist, instructor-advisor,~~ consulting instructor, college nurse, and child development center director, and working 1.0 FTE in these positions (or on a full-paid leave) shall receive the salary rates to which they are entitled on the preparation schedule plus a salary differential of ~~\$495~~ \$550 per pay period. When receiving a salary differential, the differential shall be paid proportional to the assignment for which the differential applies. For example, an individual who is assigned 0.5 as a counselor and 0.5 as a classroom instructor will receive the counseling salary differential for 0.5 of his or her assignment. A department chair shall receive a responsibility differential of ~~\$495~~ \$550 the differential year-round, if eligible, according to the provisions of Article 17. He or she will receive a full chair responsibility differential for the length of that assignment regardless of the amount of FTE reassigned time allotted for the particular department. This requires that the faculty member work year-round to carry out the chair duties as defined in Article 17. Department chairs shall receive the full responsibility differential when on full-paid leave and shall receive a pro-rated differential when on a partial paid leave. Faculty members receiving differentials who are on released or reassigned time or organizational leave for the AFT or for service as college Academic Senate Presidents or as District Academic Senate President shall receive the same differential they would have received if they were not released.
- vii. Supplemental Instructor Rate[^].** Supplemental Instructor rate is a flat rate of \$56.01 per hour.
- viii.** Faculty Mentor[^]: \$622 per year.
- ix. Over-base Differential[^] (Credit or Non-Credit):**
The District shall augment campus budgets to fund the over-base differential for faculty members assigned to disciplines listed in Table A, Article 13, with a Standard Teaching Load of more than 18 Standard Teaching Hours per semester. The Over-base Differential[^] (Credit or Non-Credit): \$324 per pay period for 1 standard hour beyond 18, \$648 per pay period for 2 standard hours beyond 18, and \$972 per pay period for 3 or more standard hours beyond 18.

E. Adjunct Rate: (See Appendix "A" for Salary Schedules)

All term-length adjunct assignments will be paid following the 5/1/5/1 or 2 level payroll patterns for assignments in Fall/Winter/Spring/Summer. Substitute assignments will receive pay at the end of the payroll month(s) during which the assignment occurred.

- i. Rating In: Step & Column Placement.** (Adjunct Faculty Without Monthly Rate Status)
Faculty members without monthly rate status in the District are placed on Step 1, Column K and may advance one step per year to steps 2 through 7, 8, or 9 (depending on which adjunct schedule they are on) in accordance with District step advancement rules. Faculty with substitute status only in adjunct positions do not earn step advance. Faculty without

probationary or tenured faculty status and without permanent District status as an educational administrator remain on column K.

- ii. **Rating In: Step & Column Placement.** (Adjunct Faculty with Monthly Rate Status) Monthly rate faculty members with probationary or tenured status are placed on column M. An employee with permanent District status as an educational administrator is placed on column M when assigned as an adjunct rate faculty member. An employee with permanent District status as a classified employee is placed on column L when assigned as an adjunct rate faculty member.
- iii. **Career Increment: Effective July 1st, 2020,** the District and the AFT agree to add three (3) career increments to Column K of EESK, Column K of FESK, and Column K of DESK. Adjunct employees, with no full-time assignment in the LACCD and are not retirees from the LACCD with hourly assignments, and who have received pay at the highest step on the hourly rate schedule(s) for three consecutive (3) years are eligible to receive a career increment of \$2.50 per hour. Employees who have been so paid for six (6) years are eligible to receive an additional increment of \$2.50 per hour. The second career increment will be effective on July 1, 2023.

F. Pay By Course:

The total salary per term for one standard hour of credit or noncredit-teaching, using the pay by course method, is equal to 20 times the rate shown in the (DESK or FESK) schedule (See appendix "A"). 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 Col. K, the office hour differential per standard hour is 20 times the rate shown above. Regular classified with adjunct credit is on Col. L.

G. Equity:

- i. As of July 1, 2020, the \$xxx ^ 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.
- ii. The method for this equity payment distribution has been agreed to be a differential on the adjunct credit teaching schedule DESK, contingent upon funding.

H. (DESK) Adjunct Schedule for Adjunct Credit, Classroom Employees.

- i. (EESK) Adjunct Schedule for Part-Time Non-Classroom Employees (also, for non-classroom replacement and substitute service)
- ii. (GESK) Adjunct Schedule for Credit Classroom Day to Day Substitute Service
- iii. (FESK) Adjunct Schedule for Part-Time Non-Credit Classroom Employees
- iv. (FESK-sub) Adjunct Schedule for Part-Time Non-Credit Substitute Service
- v. An employee serving as an adjunct substitute instructor shall be paid at his/her regular adjunct step for such substitute assignment.

^ The equity 1 differential is calculated in accordance with Appendix L (2008-03 Appendix A State Part-time Equity Differential). Any applicable percent increase will then be applied to the equity 1 differential for the ~~201720-201821~~, ~~201821-201922~~, ~~201922-202023~~ academic years. The total spent for all of equity 1 for a particular academic year constitutes the "funds spent" (FS), as used in Appendix L (2008-03 Appendix A State Part-time Equity Differential)

I. Athletic Coaching Stipends: (See Appendix "A" for Stipend Amounts)

- i. Athletic Coaching Stipend for Playoff: (all coaching assignments, except walk-on assistant coach[†]):
- ii. \$xxm per week for up to three weeks in a single payment at the end of the month during which the last playoff week concludes.
- iii. Athletic Director Stipend: \$xxm per intercollegiate sport offered at the college, except if the college offers football, which counts for two stipends.
- iv. Coaching stipends will be paid in two or three or four level payments at regular monthly pay dates, and depending on the activity in question, the last level payment will occur at the end of the month during which the regular season concludes
- v. Athletic Coaching Stipend for Playoffs. (*all coaching assignments*). \$xxm per week for up to three weeks in a single payment at the end of the month during which the last playoff week concludes.
- vi. Athletic Director Stipend. \$xxm per intercollegiate sport offered at the college except if the college offers football, that counts for two stipends

J. 2021-22 FACULTY SALARY SCHEDULES AND RATES. Refer to the District or AFT websites for these schedules when they are determined.

K. 2022-2023 FACULTY SALARY SCHEDULES AND RATES. Refer to the District or AFT websites for these schedules when they are determined.

Article 37

Agency Shop Maintenance of Dues Checkoff

- A. ~~The District shall continue the Agency Shop provision which was approved by the faculty on November 14, 1983.~~

The District shall deduct and make appropriate remittance to AFT all dues and/or service fees as regulated by the dues structure of AFT, within thirty (30) days of the deduction, in accordance with the following:

1. The District shall deduct AFT dues in accordance with Article 8, Section A.
2. ~~The District shall deduct amounts designated by the AFT, in accordance with Article 8, Section A, for all members of the Unit who are not members of the AFT College Guild.~~
3. ~~Unit members who object, on religious grounds, to paying union dues or agency fees, shall apply to the AFT for exemption to Section 1 or 2 above. If the exemption is agreed upon by the AFT, the District shall deduct the equivalent of AFT dues and pay that sum to one of three organizations mutually agreed upon by the parties and selected by the person.~~
4. ~~Management and confidential employees with additional assignments covered by this Agreement may pay union dues or agency fees, or shall be required to pay an amount equal to service fees for such additional assignments through payroll deduction to a charitable organization approved by the District. This payment is in lieu of payment of dues, agency fees or other fees.~~
2. Any unit member who is paying dues through payroll deduction may stop making payments by giving written notice to AFT pursuant to the Authorization for Dues Withholding from Earnings section of the AFT membership form. The District will honor the employee's dues authorization unless the AFT notifies the District in writing that the employee has revoked such authorization. The District will not stop the dues deduction until notified by AFT.
3. For each payroll period, the District shall provide the AFT a list of unit members for whom dues deductions have been made. The list shall include deductions for dues and indicate the amount withheld from each unit member.
54. The District shall not be liable to the AFT by reason of the requirements of

this Article for the remittance or payment of any sum other than that constituting actual deductions made from the wages earned by the employee. The AFT agrees that it shall pay reasonable attorney fees, indemnify and save harmless the District, its officers, employees and agents against any and all claims, demands, actions, or proceedings for any liability arising from compliance with this Article, or, in reliance on any list, notice, certification or authorization furnished under this Article. The AFT, in addition, agrees it should refund to District any sums paid to it in error.

Noncredit Faculty with Noncredit Assignments

A. This article applies to ~~Noncredit Faculty only~~ faculty teaching noncredit classes. ~~Noncredit Faculty teaching noncredit classes~~ are those employees in the bargaining unit who are employed or assigned to teach noncredit classes approved by the State Chancellor in accordance with Section 55100 of Title 5 of the California Code of Regulations, and for which the District receives funding under Education Code Section 84757 and related statutory and regulatory provisions. Individuals who are employed to perform services in connection with community service and other not-for-credit classes, or whose assignments do not require them to meet the minimum qualifications specified in Section 53412 of Title 5 of the California Code of Regulations, are not ~~Noncredit Faculty~~ faculty teaching noncredit classes.

B. ~~Noncredit Faculty teaching noncredit classes~~ shall be responsible for meeting their assigned classes on time and regularly. They shall also be responsible for class preparation, the timely submission of all required records keeping, including daily and final positive attendance rosters, grade rosters (P, SP, NP, or*), and all required district, federal, and state records and reports.

Each full-time faculty member assigned to teach noncredit classes shall maintain a schedule of office hours each week at a reasonable time for student consultation. The faculty member shall inform their students of the time and place of the office hours by including the scheduled in the syllabus for each class that is a part of the faculty member's assignment. Upon request from the department chair or supervising administrator, the faculty member shall all furnish that person with a copy of the schedule. The schedule shall include 2 hours per week. ~~ten minutes of office hour for each Standard Hour that is a part of the faculty member's assignment.~~

Compensation for Noncredit Class Cancellation. When a noncredit class assigned to a faculty member is cancelled after the start of the semester, the faculty member shall be paid for any time worked.

Where appropriate, ~~Noncredit~~ the faculty teaching noncredit classes shall also be responsible for being informed about the credit program of the college at which they are employed and for preparing students to transition into the college's credit program.

C. A full-time load for ~~Noncredit Faculty~~ faculty teaching noncredit classes shall be twenty-four standard class hours per week

D. Adjunct Rate Assignment, Retention and Seniority for faculty teaching noncredit classes shall be determined in the same manner as faculty teaching credit classes, as stated in Article 16.

~~D~~ E. Notwithstanding anything in this Agreement to the contrary, or any references to "all salary schedules" (or words of similar import) in any subsequent agreement between the parties regarding compensation, adjunct ~~Noncredit Faculty~~ teaching noncredit classes shall be paid according to the Adjunct Schedules for Part-time Non-Credit Faculty set forth in Appendix A.

~~E~~ F. Assignments to teach noncredit classes are appropriately coded to class codes 0801, 0802, 0803, and 0804 as listed in Appendix H.

Distance Learning

A. Definitions

1. For the purpose of this Article, Distance Learning (DL) is defined as follows:

Distance learning is a formal mode of interaction which uses one or more technologies to deliver instruction to students who are separated from the instructor and which supports regular and substantive interaction between the students and instructor, and student-to-student, either synchronously or asynchronously.

2. Course development includes creating a new course or adapting an existing course to use distance learning as the primary delivery mode.
3. The same quality standards applied to face-to-face courses shall also apply to DL courses.

B. Colleges Offering DL and web enhanced courses shall:

1. be supported with a 0.5 up to 1.0 FTE faculty DL Coordinator at each campus to work with both DL instructors and face-to-face instructors on web enhancing their courses, faculty training for online classes, and providing support for students.
2. Follow agreed upon curricular development, quality standards and approval processes as developed by the college academic senate in consultation with the administration.
3. Have funded by the District the necessary software or technology required for online courses (ex. online test proctoring, password resets, etc.) as recommended by the District DE committee. Districtwide DE committee recommendations, when accepted T, the District will fund software required for online courses, whenever the software is implemented districtwide. In addition, Districtwide DE committee recommendations, when accepted by the District, will be funded by the District.
4. Form a DL committee or its equivalent that will serve the function of communicating with and advising the college on its decision-making regarding distance learning issues. It should report to the college's Educational Planning Committee or its equivalent and should include equal representation of AFT and Academic Senate faculty including a faculty member who does not teach a DL course, and one administrator. Information technology staff may serve as a resource to the committee. The college curriculum committee shall address the appropriateness of a course for an online delivery mode. The DL committee may serve as a resource to the curriculum committee in its decisions regarding online course delivery. ~~The~~ Each DL Committee shall have the responsibility of determining learning management

system (LMS) proficiency. Faculty seeking to teach DL courses shall demonstrate their proficiency by fulfilling at least one of the following:

- a. Training/certification or direct demonstration of skills with the college's LMS.
 - b. Evidence of prior online teaching/experience using the college's LMS.
 - c. Faculty with a State approved CVC-OEI Course will be deemed approved.
5. Provide, as necessary, ongoing training and technical and instructional support including technological assistance regarding the college's learning management system (LMS), services and equipment to assure successful delivery of the course in the college's DL mode. When faculty are required to undertake additional DL training in the teaching and learning of a new DL platform in order to receive an assignment, the District will provide such training.
 6. Plan DL course offerings in the same manner as regular college/department course offerings by using the department's schedule development process as carried out by the department/division chair in conjunction with the administration
 7. Ensure that faculty who are preparing to teach DL courses at the college for the first time demonstrate proficiency in DL instructional delivery methods by having them submit their demonstration course to the DL Committee for review, and feedback. Proficiency in DL shall be determined by a method formulated by ~~the~~ each college DL Committee using the options as described in 40.B.2. Faculty may use training hours as part of their Professional Development (flex) obligation.
 - a. No faculty member may be offered a DL course until the faculty member has demonstrated DL proficiency as per Article 40. B.2.
 - b. Proficiency gained in the LMS at any District college is portable to any other District college which uses the same LMS.
 6. Making assignments and evaluating faculty remain the responsibility of the department/division chairs who shall evaluate DL instructors as specified in Articles 19 or 42 and Appendix C.

C. Class Size and DL Assignments

~~Class size limits may be raised with the prior approval of the assigned faculty member in consultation with the department/division chair and the appropriate vice president or designee. Beginning at the point a class reaches its enrollment limits, students may only be added with a permission code supplied by the faculty member.~~

1. DL class size shall be consistent with Article 12 DL class size shall not exceed 40.

Class size limits ~~shall only~~ may be raised with the prior approval of the assigned faculty member in consultation with the department/division chair and the appropriate vice president or designee. If a class is not at its enrollment limit, students may enroll through the first week.

~~Beginning at the point a class reaches its enrollment limits~~ If a class is at its enrollment limits, students may only be added with the permission of the course's assigned faculty member.

2. ~~±~~ The following approval process must be completed each academic term. At the prior written request of a particular faculty member and, subject to the agreement of ~~his/her~~ the department/division chair, at the stage of schedule planning, the chair and instructor may submit a request to the appropriate vice president or designee for authorization to set the DL class size limit at a level that could provide for a large-class stipend for the faculty member (see a, b, and c below), but under no circumstances shall management ~~it be~~ set a class cap higher than 80 (such authorization should be based on enrollment history, retention rates, high student demand). Faculty have the authority to add additional students, however, there is no additional compensation. Only one ~~such~~ large DL class stipends is permitted per instructor per semester. If approved, the instructor of the class shall be compensated for the large class as follows:

- a. If the large DL class has an enrollment of 50 to 59 at census (or the appropriate apportionment date), the instructor will receive a Large DL Class Stipend of \$500 per Standard Hour for that semester/academic term.

- b. If the large DL class has an enrollment of 60 to 69 at census (or the appropriate apportionment date), the instructor will receive a Large DL Class Stipend of \$1000 per Standard Hour for that semester/academic term.

- c. If the large DL class has an enrollment of 70 to 80 at census (or the appropriate apportionment date), the instructor will receive a Large DL Class Stipend of \$1500 per Standard Hour for that semester/academic term.

Any larger ~~classes~~ still count as one class for 67% limit purposes. The retirement contributions for the amounts of the stipends reported to CalSTRS would go into the DBS account for full time faculty and for adjunct faculty participating in the CalSTRS DB retirement system (as opposed to adjunct faculty members in CalSTRS CB or Social Security or PARS).).

3. ~~2.~~ Article 13, Table A, applies to DL classes.

4. ~~3.~~ Assignment to DL classes and or online non-classroom assignments shall be voluntary except for those faculty hired with the expectation to teach DL. Faculty hired without the expectation to teach DL but who have voluntarily become qualified/certified for DL may indicate their preference for DL assignments. The District retains the discretion to assign faculty to other reasonable schedules necessary to meet the needs of the colleges and their programs-including online non-classroom assignments.

5. 4- The DL faculty member may meet his or her DL class office hour obligation in part or whole by internet consultation.

6. ~~5-~~ Any faculty member who is assigned a DL class as an extra or adjunct assignment shall be assigned in seniority order as described in Article 16, except that the DL proficiency requirement in section B.3 above shall also be met. To assure that both DL proficiency and adjunct seniority requirements are met, faculty with DL proficiency shall be noted on all seniority lists. Only instructors with such notation shall be offered DL classes. If the faculty member so designated declines the DL assignment, that decline is counted as a refusal for the purposes of calculating seniority as described in Article 16. ~~Should a faculty member no longer desire to teach DL classes, he/she may request in writing that such notation be removed from the seniority list. The request to change one's DL designation will be effective the next term and declining a DL assignment in the next and subsequent terms will not be counted as a refusal. The DL designation can be reinstated by written request of the faculty member, effective the next term.~~

7. 6- Experienced DL instructors selected to mentor or train others may be compensated at the non-teaching hourly rate.

8. 7- Regular and contract faculty members fulfilling their full-time faculty obligations as listed in Appendix Q may be assigned one or more DL courses based on department and college needs.

D. Instructional Television

1. ~~The assignment of faculty to Instructional Television courses shall be considered 0.4 FTE for the fall and spring semesters and 1 FTE in any intersession.~~

2. ~~Courses with fewer than 80 enrollments as of the close of the tenth instructional day of the semester in which the course appears on TV may be cancelled and the teaching assignment terminated. The instructor shall be reassigned if regular or contract status is held.~~

3. ~~In the event an ITV course official enrollment exceeds 240 students, a second section shall be created.~~

4. ~~All ITV assignments shall first be offered to regular faculty.~~

5. ~~If regular faculty members are not available to accept ITV assignments, assignments may be offered to temporary adjunct faculty as ITV instructors in accordance with the District's rules.~~

6. ~~The ITV evaluation process shall parallel the process for part-time instructors with the director of ITV acting as the department chair.~~

7. ~~District and AFT approved discipline-specific ITV faculty selection rosters may be used to select its temporary adjunct ITV faculty in lieu of conducting a standard selection process. The ITV program director, the relevant discipline/department chair(s) and the appropriate vice president must all agree on this alternate selection procedure, which shall be deemed to comply with Board Rule, Chapter X, Article III, section 10304.2 and any relevant concomitant local processes.~~

APPENDIX A

201720-1821 FACULTY SALARY SCHEDULES AND RATES[^]

Look to www.aft1521.org for the latest salary schedules.

A. 201720- 1821 FACULTY SALARY SCHEDULES AND RATES (Table 1 effective July 1, 201720)

1. 201720-1821 Salary Schedules. (Monthly rate instructors, counselors, instructor-advisors, librarians, department chairs, and consulting instructors)

Rates indicated are basic rates for a four-week month (10 months a year) in both Tables 1 and 2. “Pts” refers to points; a point is equivalent to one semester unit or 1.5 quarter units.

a. Preparation Salary Schedule

(Probationary, Permanent, Temporary Contract, and Long-term Substitutes, Child Development Center Faculty)

NOTE: Schedule is fully aligned, 5% between columns and 3.6% between rows.

Table 1—Fall 201721 (10 months for C-basis and 12 months for D-basis assignments)

**ABBREVIATED FACULTY SALARY ELEMENTS EFFECTIVE JULY 1, 2017[^]
(Rates per month for all steps)**

RATING IN YEARS OF EXPERIENCE		STEP	COL A	COL B	COL C	COL D	COL E
NON- ACADEMIC	ACADEMIC INSTITUTION		Min Prepa- ration	Min + 30 pts or MA	Min+50 Pts or MA**+20 Pts	Min+70 Pts or MA**+40 Pts	Min + 90 Pts or MA**+60 Pts or Doctorate
0-1	0	1	5576	5855	6148	6455	6778
2-3	1	2	5777	6066	6369	6687	7022
4-5	2	3	5985	6284	6598	6928	7274
6-7	3	4	6200	6510	6836	7177	7536
8-9	4	5	6423	6745	7082	7436	7808
10-11	5	6	6655	6987	7337	7704	8089
12-13	6	7	6894	7239	7601	7981	8380
14+	7+	8*	7142	7499	7874	8268	8682
		9	7399	7769	8158	8566	8994
		10	7666	8049	8452	8874	9318
		11	-	-	8756	9194	9653
		12	-	-	-	9525	10001
		13	-	-	-	-	10361
Maximum Rate with one career increment						E 16 - E 18	10608
Maximum Rate with two career increments						E 19 - E 21	10861
Maximum Rate with three career increments						E 22 - E 24	11121
Maximum Rate with four career increments						E 25 - E 27	11386
Maximum Rate with five career increments						E 28+	11658
Maximum rate with one career increment and doctorate differential							10959
Maximum rate with two career increments and doctorate differential							11212
Maximum rate with three career increments and doctorate differential							11472
Maximum rate with four career increments and doctorate differential							11737
Maximum rate with five career increments and doctorate differential							12009

Note: *New employees may be allocated up to and including Step 8.

[^]Amounts listed are effective July 1, 2017; for the current amounts for the 2018-2019 and 2019-2020 academic years, go to the District website: <https://www.laccd.edu/Departments/HumanResources/HRPublications-2/Pages/Pay-Scales-and-Differentials.aspx>.

b. Monthly Rates.

Rating In. All new faculty members shall provide official transcripts and verification of prior applicable employment (when requested by the District) at the time of hiring. Upon receipt of a complete set of official transcripts and verification of employment letters, the District shall make every effort to complete the rating in process within two months.

District shall provide the employee a written receipt (electronic receipt acceptable) containing the results of the rating in process (i.e. which step and column) when the process is complete.

i. Rating In-Column Placement. New employees are placed on the first column of the schedule until evidence of meeting the minimum requirements is submitted and evaluated. Minimum requirements are: For new employees hired in subject areas for which a Master's degree is required: 120 semester units of credit from an accredited college or university. For new employees hired in subject areas requiring either a bachelor's degree and two years of vocational experience in the subject area, or an Associate degree and six years of vocational experience in the subject area: 60 college/university credit units from an accredited college/university and two years of occupational experience in the subject field. Any additional work experience (beyond the two years) not counted in meeting the minimum requirements may count toward accelerated step placement up to the limit. For new employees hired in the Child Development Center areas requiring a Children's Center Permit: 60 college/university credit units from an accredited college/university. A "point" is the equivalent of one semester unit or 1.5 quarter units of college study completed since the date of meeting minimum preparation requirements.

ii. Rating In-Step Placement. New employees are placed on the first step of the first column of the schedule until evidence of experience is submitted and evaluated. Credit for experience as a faculty member in an accredited college or university or a certificated employee in a public or private school shall be granted on the basis of one year of experience for each step of the salary schedule. All other applicable experience (excluding any experience counted for meeting of minimum requirements in (1) above) shall be granted on the basis of two years of experience for each step on the salary schedule. New employees may be allocated up to and including Step 8.

iii. Degree and Certificate Differentials[△]. At any monthly rate on the preparation schedule an additional \$351 per month is paid for an earned doctor's degree or \$165 per month for a specified professional certificate in accordance with Board Rule 10535. (See LACCD Personnel Guide B308 for a listing of certificate differential fields and eligibility criteria.) When a faculty member is eligible to receive a doctoral differential, the differential shall be paid out without regard to the specific assignment of the faculty member. The differential is earned based on individual educational accomplishment and is not contingent on a particular assignment. Furthermore, it is paid in full in situations where the faculty member

[△]Amounts listed are effective July 1, 2017~~20~~, for the current amounts for the 2018~~21~~-2019~~22~~ and 2019~~22~~-2020~~23~~ academic years, go to the

APPENDIX A

District website: https://www.laced.edu/Departments/HumanResources/HRPublications-2/Pages/Pay_Scales_and_Differentials.aspx.

is working 1.0 FTE but is fractionally assigned (e.g. a department chair assigned 0.6 during the summer receives the full doctoral differential) or where the faculty member is on a full paid leave. Eligible faculty members who are working less than 1.0 FTE (all monthly assignments combined) as faculty or are on a partial paid leave or reduced workload leave receive a pro-rated doctoral differential.

Certificate differentials shall be paid out at the full amount as long as the faculty member is working 1.0 FTE and is assigned in a field covered by professional certificate or membership or is available for such an assignment or where the faculty member is on a full paid leave. Eligible faculty members who are working less than 1.0 FTE (all monthly assignments combined) as faculty or are on a partial paid leave or reduced workload leave receive a pro-rated certificate differential. The list of eligible fields are:

CERTIFICATE OR MEMBERSHIP	FIELD	AUTHORIZING ENTITY
Air and Power-plant Certificate	Aircraft Maintenance	Federal Aviation Administration
Architect Landscape Architect	-Architecture, Architectural Drafting -Ornamental Horticulture, Architectural Drafting	Board of Architectural Examiners
Certified Public Accountant	Business (Accounting)	California Board of Accountancy
Contractor -General -Air Conditioning and Refrigeration -Electrical		Contractors State License Board
Engineer -Civil -Chemical -Electrical -Land Surveyor -Mechanical -Metallurgical -Petroleum -Structural	All-Engineering All-Mathematics -Chemistry, Chem. Tech. -Electrical & Electronics -Mechanical Drafting -Metallurgy	Board of Registration for Civil and Professional Engineers and Land Surveyors
ASE-Certified Master Collision Repair Technician	Automotive Technology	National Institute for Automotive Service Excellence (ASE)
ASE-Certified Automobile Technician	Automotive Technology	National Institute for Automotive Service Excellence (ASE)

ASE-Certified Master Medium-Heavy Truck Technician	Automotive Technology	National Institute for Automotive Service Excellence (ASE)
Registered Geologist	Geology	Board of Geologists and Geophysicists
Physical Therapist	Handicapped, Physical Education, Occupational	Physical Therapy Board of California
Dental Hygienist	Dental Hygiene	Board of Dental Hygiene
Registered Dietician	Dietetics, Nutrition	Commission on Dietetic Registration
Registered Nurse	Nurse, Nursing	Board of Registered Nursing
Registered Respiratory Therapist	Respiratory Therapy	California Respiratory Care Board
Licensed Psychologist Licensed Educational Psychologist (LEP)	Psychology/Counselor Psychology/Counselor	California Board of Psychology California Board of Behavioral Sciences
Licensed Marriage and Family Therapist (LMFT) Licensed Clinical Social Worker (LCSW) Licensed Professional Clinical Counselor (LPCC)	Psychology/Counselor Psychology/Counselor/ Sociology Psychology/Counselor	California Board of Behavioral Sciences California Board of Behavioral Sciences California Board of Behavioral Sciences
State Bar of California	Law	State Bar of California

(See LACCD Personnel Guide B308 for details as to eligibility rules).

iv. Career Increment[^]. Employees who have received pay at Column E, Step 13 or higher on the preparation schedule for the equivalent of 130 full time days in each of three years are eligible to receive a career increment of \$247 per month. Employees who have been so paid for six years are eligible to receive an additional increment of \$253. Employees who have been so paid for nine years are eligible to receive an additional increment of \$260. Employees who have been so paid for twelve years are eligible to receive an additional increment of \$265. Employees who have been so paid for fifteen years are eligible to receive an additional increment of \$272.

[^]Amounts listed are effective July 1, 2017~~20~~, for the current amounts for the 2018~~21~~ 2019~~22~~ and 2019~~22~~ 2020~~23~~ academic years, go to the District website: https://www.laccd.edu/Departments/HumanResources/HRPublications_2/Pages/Pay_Scales_and_Differentials.aspx.

~~v. **Employees in Service.** After initial allocation to the salary schedule, employees are limited to one column advance per year.~~

~~Employees may earn one step advance per year either at the beginning of the first pay period within their regular assignment basis or at the beginning of their first pay period which commences on or after the beginning of the spring semester. Active service for 130 days is required for step advance.~~

~~c. **Differential Salary Rates**[^]. Regular, temporary, and substitute employees serving in the classes of counselor, instructor advisor, consulting instructor, college nurse, and child development center director, and working 1.0 FTE in these positions (or on a full-paid leave) shall receive the salary rates to which they are entitled on the preparation schedule plus a salary differential of \$495 per pay period. When receiving a salary differential, the differential shall be paid proportional to the assignment for which the differential applies. For example, an individual who is assigned 0.5 as a counselor and 0.5 as a classroom instructor will receive the counseling differential for 0.5 of his or her assignment. A department chair shall receive the \$495 differential year-round, if eligible, according to the provisions of Article 17. He or she will receive a full chair differential for the length of that assignment regardless of the amount of FTE reassigned time allotted for the particular department. This requires that the faculty member work year-round to carry out the chair duties as defined in Article 17. Department chairs shall receive the full differential when on full-paid leave and shall receive a pro-rated differential when on a partial paid leave. Faculty members receiving differentials who are on released or reassigned time or organizational leave for the AFT or for service as a college Academic Senate President or as District Academic Senate President shall receive the same differential they would have received if they were not released or reassigned in order to serve in their bargaining unit representative assignments.~~

~~d. **Supplemental Instructor Rate**[^]. Supplemental Instructor rate is a flat rate of \$ 56.01 per hour.~~

~~e. **Faculty Mentor**[^]: \$622 per year.~~

~~f. **Overbase Differential**[^]: \$324, \$648, \$972 per pay period for 1, 2 or 3 standard hours beyond 18.~~

APPENDIX A

~~^Amounts listed are effective July 1, 2017, for the current amounts for the 2018-2019 and 2019-2020 academic years, go to the District website: [https://www.laced.edu/Departments/HumanResources/HRPublications-2/Pages/Pay Scales and Differentials.aspx](https://www.laced.edu/Departments/HumanResources/HRPublications-2/Pages/Pay-Scales-and-Differentials.aspx).~~

g. Athletic Coaching Stipends**Athletic Coaching Stipends^ (Total Amount Per Sport Per Year)**

	Walk-On Head Coach	Head Coach (Full Time)
Football	— 14,883- Calculated	9,942
M/W Cross Country	-10,136	8,638
M/W Water Polo	-10,134	8,634
M/W Soccer	-10,521	8,763
M.W Volleyball	-12,573	9,687
M/W Basketball	19,884	9,680
Baseball	13,344	10,468
Softball	12,444	9,942
M/W Swim/Dive	12,444	9,942
M/W Track/Field	12,444	9,942
M/W Tennis	12,444	9,942
Wrestling	12,573	9,687
Badminton	13,344	10,467
Golf	11,424	8,388
	Walk-On Assistant Coaches†	Assistant Coach (Full Time)
Football	8,982	7,596
M/W Cross Country	7,954	6,672
M/W Water Polo	7,956	6,672
M/W Soccer	8,211	6,801
M.W Volleyball	9,879	7,719
M/W Basketball	12,056	9,680
Baseball	10,520	8,632
Softball	9,879	8,634
M/W Swim/Dive	9,879	8,109
M/W Track/Field	9,879	8,109
M/W Tennis	9,879	8,109
Wrestling	9,879	7,719
Badminton	10,521	8,634
Golf	8,988	6,420
† The Faculty unit does not represent these employees (Walk-On Assistant Coaches). These stipend amounts are listed as a courtesy.		

Athletic Coaching Stipend for Playoffs (all coaching assignments, except walk-on assistant coach[†]): \$642 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: \$2053 per intercollegiate sport offered at the college, except if the college offers football, which counts for two stipends.

^Amounts listed are effective July 1, 2017-20, for the current amounts for the 2018²¹-2019²² and 2019²²-2020²³ academic years, go to the District website:

<https://www.laccd.edu/Departments/HumanResources/HRPublications-2/Pages/Pay-Scales-and-Differentials.aspx>.

Coaching stipends will be paid in two or three or four level payments at regular monthly pay dates, and depending on the activity in question, the last level payment will occur at the end of the month during which the regular season concludes

~~i. Athletic Coaching Stipend for Playoffs. (all coaching assignments). \$642 per week for up to three weeks in a single payment at the end of the month during which the last playoff week concludes.~~

~~ii Athletic Director Stipend. \$2053 per intercollegiate sport offered at the college except if the college offers football, that counts for two stipends.~~

2. Fall 2017 (effective July 1, 2017²⁰) Adjunct Schedules[^]

All term-length adjunct assignments will be paid following the 5/1/5/1 or 2 level payroll patterns for assignments in Fall/Winter/Spring/Summer. Substitute assignments will receive pay at the end of the payroll month(s) during which the assignment occurred.

Adjunct schedules: [\$ per payroll hour]	DESK ^d --Credit Teaching--		EESK ^d --Nonclassroom-- or sub		GESK --Sub cred teaching--		FESK ^d --Noncredit Teaching-- or sub		
	K ^{*ef}	L ^e	M ^e	K	L/M	K	L/M	K	L/M
1	65.01	81.05	81.05	61.37	74.14	70.42	85.07	59.28	71.61
2	67.09			63.33		72.67		61.18	
3	69.24			65.36		75.00		63.13	
4	71.45			67.45		77.40		65.15	
5	73.74			69.61		79.88		67.24	
6	76.10			71.84		82.43		69.39	
7	78.53			74.14		85.07		71.61	
8	81.05			76.51		87.79		73.90	
9	83.64			-		90.60		76.27	
10	86.32			-		-		-	

[^]Amounts listed are effective July 1, 2017, for the current amounts for the 2018-2019 and 2019-2020 academic years, go to the District website: <https://www.laccd.edu/Departments/HumanResources/HRPublications-2/Pages/Pay-Scales-and-Differentials.aspx>.

^d For posted doctoral degree add \$2.06 for DESK, \$1.04 for EESK, and \$1.23 for FESK.

* Plus \$15.21 office hour differential

^e Plus \$2.43 equity differential for loads 12 – 18

^f Plus \$3.47 equity differential for loads 12 – 15.

~~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 above. 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 Col. K, the office hour differential per standard hour is 20 times the rate shown above. Regular classified with adjunct credit is on Col. L.~~

As of July 1, 2017, the \$2.43^e 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.

~~a. (DESK) Adjunct Schedule for Adjunct Credit Classroom Employees.~~

~~b. (EESK) Adjunct Schedule for Part-Time Non-Classroom Employees
(also, for non-classroom replacement and substitute service)~~

~~c. (GESK) Adjunct Schedule for Credit Classroom Day to Day Substitute Service~~

~~d. (FESK) Adjunct Schedule for Part-Time Non-Credit Classroom Employees~~

~~e. (FESK-sub) Adjunct Schedule for Part-Time Non-Credit Substitute Service~~

~~f. An employee serving as an adjunct substitute instructor shall be paid at his/her regular adjunct step for such substitute assignment.~~

~~g. **Rating In: Step/Column Placement.** (Adjunct Faculty Without Monthly Rate Status) Faculty members without monthly rate status in the District are placed on Step 1, Column K and may advance one step per year to steps 2 through 7, 8, or 9 (depending on which adjunct schedule they are on) in accordance with District step advancement rules. Faculty with substitute status only in adjunct positions do not earn step advance. Faculty without probationary or tenured faculty status and without permanent District status as an educational administrator remain on column K.~~

~~h. **Rating In: Step/Column Placement.** (Adjunct Faculty with Monthly Rate Status) Monthly rate faculty members with probationary or tenured status are placed on column M. An employee with permanent District status as an educational administrator is placed on column M when assigned as an adjunct rate faculty member. An employee with permanent District status as a classified employee is placed on column L when assigned as an adjunct rate faculty member.~~

~~B. **2018²¹-19²² FACULTY SALARY SCHEDULES AND RATES.** Refer to the District or AFT websites for these schedules when they are determined.~~

~~C. **2019²²-20²³ FACULTY SALARY SCHEDULES AND RATES.** Refer to the District or AFT websites for these schedules when they are determined.~~

APPENDIX A-2

~~A.~~ The District and the Faculty will use the following steps to determine that a 10% reserve is achieved:

- ~~1.~~ By June 30th of each year, the District will provide the Faculty Guild President data regarding the projected ending balance of the current fiscal year (2017, 2018, 2019).
- ~~2.~~ The projected ending balance of the current fiscal year (2017, 2018, 2019) is calculated by subtracting the projected expenditures from the projected revenue within the same fiscal year.

Example: For the 2017-2018 fiscal year, the projected ending balance is calculated as follows:

Projected Revenue and Balance:	\$XXXm
Projected Total Expenditure:	\$YYYm

Projected Ending Balance for 2017-2018: $\$XXXm - \$YYYm = \text{-----} \$ZZm$

~~#.~~ Representatives from the District and the faculty will meet on or about June 30th of each year (2017, 2018 and 2019) to agree on the projected dollar amount necessary to secure a 10% reserve. Based on the Governor's final budget, the total projected dollar amount necessary to secure a 10% reserve will be the result of the total projected revenue (2017, 2018, 2019) multiplied by 10%.

Example: For the 2017-2018 fiscal year, the total projected revenue was \$XXXm

~~•~~ $(\$XXX)(.10) = \XXm

~~•~~ The projected amount necessary to secure a 10% reserve in the 2017-18 fiscal year totals was \$XXm

~~\$.~~ If the projected ending balance calculated in Step A 2 is equal to or greater than the projected level of reserve calculated in Step B, the two part salary augmentation formula in Article 29 will be implemented without adjustment to the elements of the formula.

Part I: Cost of Living Adjustments and Salary Increases

For 2017-2018

If the District receives State approved COLA for the fiscal year 2017-2018, the District will allocate 100% towards the base salary. COLA will also apply to all elements of the salary schedule including steps, columns, certificates and degree career increments, differentials, differential salary rates, supplemental instructor rates, faculty mentor, overbase differential, coaching and AD stipends, adjunct schedules (DESK, EESK, GESK, FESK), office hour differential, equity 1 and 2.

In addition, a .44% salary increase ZLOO-EH-DGGHG to the base salary. This .44% increase will also apply to all elements of the salary schedule including steps, columns, certificate and degree career increments, differentials, differential salary rates, supplemental instructor rates, faculty mentor, overbase differential, coaching and AD stipends, adjunct schedules (DESK, EESK, GESK, FESK), office hour differential, equity 1 and 2.

For 2018-2019 and 2019-2020

A 2% salary increase will be applied to the base salary and all elements of the salary schedule including but not limited to steps, columns, certificate and degree career increments, differentials, differential salary rates, supplemental instructor rates, faculty mentor, overbase differential, coaching and AD stipends, adjunct schedules (DE6., EESK, GESK, FESK), office hour differential, equity 1 and 2. Should be the cost of living adjustment as reflected in the Governor's 2018 and 2019 budget be above 2%, said difference shall be

applied to the base salary and all elements of the salary schedule.

Part II: Growth

For 2017-2018, 2018-2019 and 2019-2020, the District will set aside the AFT's proportionate share of the 30% of the dollar amount of the State funded growth. This amount will be applied to all elements of the faculty salary schedule.

These increases will be adjusted retroactively effective July 1st to reflect this increase.

~~D. If the projected ending balance in the current year is less than 10% of the projected revenue of the next year, the salary augmentation will be calculated based on the faculty's proportionate share as follows:~~

~~1. If there is State funding for growth, monies from the growth allocation will be used to bring the District reserve up to 10% of the projected total revenue (2017-18, 2018-19, 2019-20). Thirty percent (30%) of the remainder of the growth allocation will be distributed according to the formula in Article 29.~~

1. In the event that the 10% of total revenue is not attained in Step D1 then COLA will be used to bring the general fund ending balance up to 10% of the projected total revenue (2017-18, 2018-19, 2019-20). Any monies remaining from state funded COLA will be distributed according to the formula in Article 29.

APPENDIX C

EVALUATION FORMS AND TOOLS

ARTICLE 19—EVALUATION

ARTICLE 42—TENURE REVIEW

Actual evaluation forms and tools are available in the following places:

- AFT Faculty Guild Office
- AFT Chapter President Office at each college
- AFT web site: www.aft1521.org
- Los Angeles Community College District Office, Human Resources Division
- Vice President of Academic Affairs office at each college
- LACCD web site: www.laccd.edu

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ARTICLE 19—EVALUATION
SUGGESTED EVALUATION PLAN TIME TABLE AND WORKSHEET
COMPREHENSIVE EVALUATION OF TENURED FACULTY MEMBER

Name of Evaluee:	Employee Number:
Evaluation Process Start Date:	Tenured Faculty Member:
Department:	Evaluation Committee Chair:

STEP	FALL/SPRING TERM WEEK*	START DATE	ACTION	TASK & RESPONSIBLE PARTY
1	1	First Day of semester	Begin Comprehensive Evaluation Process as per Article 19.	Faculty member evaluation cycle, request or chair request initiates comprehensive evaluation process
2	4		President's <u>or</u> designee appoints peer review committee (Art. 19.H.1) Committee Composition: Department chair or designee (tenured)-voting Department designee (tenured)-voting Faculty member's designee (tenured)-voting VP Designee non-voting	President or Designee Appoints Committee: Department Chair (<u>tenured</u>): (Voting) _____ Department Designee (<u>tenured</u>): (Voting) _____ Evaluee Designee (<u>tenured</u>): (Voting) _____ Administrative Designee: (Non-voting) _____

*Recommended Timeline

ARTICLE 19—EVALUATION (CONTINUED)

STEP	FALL/SPRING TERM WEEK*	START DATE	ACTION	TASK & RESPONSIBLE PARTY
3	5		<p>Committee convenes to:</p> <ol style="list-style-type: none"> 1. Elect a chair from tenured faculty reps. (Art. 19.H.2) 2. Develop plan for evaluation process. 3. Determine needed materials from faculty member, e.g.: syllabi, sample assignments, handouts, and exams. 4. Determine what data to be collected, such as student evaluations, classroom observations, etc. 5. Determine how and who will collect data. 6. Agree on time line to conduct process. 	<p>Committee Chair Elected: (name)</p> <p>Plan developed—set dates.</p> <p>Material requested for Portfolio: Self-evaluation Syllabi—all classes Sample assignments Sample handouts Sample exams</p> <p>Other items, if any (describe) <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____</p> <p>Data to be collected: (Excluding data from work monitoring software) Student evaluations (Required- Article 19.G.4) Classroom observations (Required- Article 19.G.5) Other) data, if any (describe) <input type="checkbox"/> _____ <input type="checkbox"/> _____</p> <p>Time Line/Tasks Who will collect data: _____</p> <p>How will data be collected: _____</p>

*Recommended Timeline

ARTICLE 19—EVALUATION (CONTINUED)

STEP	FALL/SPRING TERM WEEK*	START DATE	ACTION	TASK & RESPONSIBLE PARTY
4	6		Committee meets with faculty member to review process as outlined in step 3.	Meeting with Evaluatee to review plan: Date: _____ Signed: _____ (Evaluatee) Signed: _____ (Committee chair)
5	6		Committee finalizes plan after review by faculty member.	Plan sent by committee chair to faculty member: Date: _____
6	7		Committee sends final plan to Vice President.	Plan sent by committee chair to Vice President: Date: _____
7	8		Data gathering commences.	Committee completes data gathering: Date: _____
8	12		Committee compiles all data and completes summary then shares it with the faculty member in a final evaluation committee meeting. The faculty member has 10 days to comment before all is forwarded to the vice president.	Committee shares summary with Evaluatee: Date: _____ Evaluatee signs review: Date: (10 days max.) _____
9	14		Vice President reviews and signs off after comments and changes, if any, addressed by the committee. All evaluation materials filed with VP or designee.	Vice President Approval: _____ Date: _____

*Recommended Timeline

ARTICLE 19—EVALUATION (CONTINUED)

STEP	FALL/SPRING TERM WEEK*	START DATE	ACTION	TASK & RESPONSIBLE PARTY
10	15		VP forwards completed evaluation to faculty member who may elect to add a written statement.	Final Evaluation sent to Evaluatee: Date: _____
11	16		VP adds completed evaluation to faculty member's official personnel file (district office).	Final Evaluation sent to Evaluatee's personnel file: Date: _____
			If Administrative Evaluation is needed it should commence no later than the 3rd week of the following semester, pending outcome of the process, be presented to Board of Trustees prior to March 15.	Further action:
12	Spring	Mar. 15	Board of Trustees action on faculty status for next year.	BOT action:

*Recommended Timeline

ARTICLE 42—TENURE REVIEW

SUGGESTED EVALUATION PLAN TIME TABLE AND WORKSHEET

Name of Evaluee:	Employee Number:
Evaluation Process Start Date:	Tenured Faculty Member
Department:	Evaluation Committee Chair:

STEP	FALL TERM WEEK*	START DATE	ACTION	TASK & RESPONSIBLE PARTY
1	1	First day of fall semester	New Probationary Contract Employee begins first full year of full-time work (see Art. 42.C.1).	College selection process completed.
2	4		<p>Within 20 working days of start date (Art. 42.B.2) VP <u>President or designee</u> appoints tenure review committee.</p> <p>Committee Composition:</p> <ul style="list-style-type: none"> ■ Department chair (tenured)-voting ■ Department designee (tenured)-voting ■ Contract faculty member's designee (tenured)-voting ■ Academic senate designee (tenured)-non-voting ■ VP Designee non-voting 	<p>President or designee Appoints Committee:</p> <p>Department Chair (tenured): (Voting) _____</p> <p>Department Designee (tenured): (Voting) _____</p> <p>Evaluee Designee (tenured): (Voting) _____</p> <p>Academic Senate Designee (tenured): (Non-voting) _____</p> <p>Administrative Designee: (Non-voting) _____</p>

*Recommended Timeline

ARTICLE 42—TENURE REVIEW (CONTINUED)

STEP	FALL TERM WEEK*	START DATE	ACTION	TASK & RESPONSIBLE PARTY
3	5		<p>Committee convenes to:</p> <ol style="list-style-type: none"> 1. Elect a chair from tenured faculty reps. (Art. 42.B.5) 2. Develop plan for evaluation process. 3. Determine needed materials from contract faculty member, e.g.: syllabi, sample assignments, handouts, and exams. 4. Determine what data to be collected, such as student evaluations, classroom observations, etc. 5. Determine how and who will collect data. 6. Agree on time line to conduct process. 	<p>Committee Chair Elected: (name)</p> <p>Plan developed—set dates.</p> <p>Material requested for Portfolio: Self-evaluation Syllabi—all classes Sample assignments Sample handouts Sample exams</p> <p>Other items, if any (describe) <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____</p> <p>Data to be collected: (<u>Excluding data from work monitoring software</u>) Student evaluations (Required- Article 19.G.4) Classroom observations (Required- Article 42.C.6)</p> <p>Other data, if any (describe) <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____</p> <p>Time Line/Tasks Who will collect data: _____ _____</p> <p>How will data be collected: _____ _____</p>

*Recommended Timeline

ARTICLE 42—TENURE REVIEW (CONTINUED)

STEP	FALL TERM WEEK*	START DATE	ACTION	TASK & RESPONSIBLE PARTY
4	6		Committee meets with contract faculty member to review process as outlined in step 3.	Meeting with Evaluee to review plan: Date: _____ Signed: _____ <small>(Evaluee)</small> Signed: _____ <small>(Committee chair)</small>
5	6		Committee sends plan, reviewed by contract faculty member, to Vice President.	Plan sent by committee chair to Vice President: Date: _____
6	7		After Vice President approves plan and returns it to the committee, the evaluation continues.	Approved by Vice President: Date: _____ Signed: _____
7	8		Data gathering commences.	Committee completes data gathering: Date: _____
8	11		Committee compiles all data and completes summary then shares it with the contract faculty member in a final evaluation committee meeting. The faculty member has 10 days to comment before all is forwarded to the vice president.	Committee shares summary with Evaluee: Date: _____ Evaluee signs review: Date: (10 days max.) _____
9	14		Vice President signs off and completes evaluation. Comments and changes, if any, addressed by the committee. Portfolio with all data established to be carried through all 4 prob. years.	Vice President Approval: _____ Date: _____

*Recommended Timeline

ARTICLE 42—TENURE REVIEW (CONTINUED)

STEP	FALL TERM WEEK*	START DATE	ACTION	TASK & RESPONSIBLE PARTY
10	15		Completed evaluation forwarded to the contract faculty member who may elect to add a written statement within 10 days.	Final Evaluation sent to Evaluatee: Date: _____
11	16		Process is complete and recommendation is made as to status of next probationary contract.	Contract Offered: Year ___2 ___3-4___tenure Contract Not offered: Year ___2 ___3-4___tenure
	Winter/ Spring <u>Fall/ Winter/ Spring</u>	Feb. 1 <u>Immediately following</u>	If Administrative Evaluation is needed it should commence <u>immediately following the tenure review, no later than the 3rd week of the following semester,</u> pending outcome of the process, be presented to Board of Trustees prior to March 15.	Further action:
12	Spring	Mar. 15	Board of Trustees action on faculty contract status for next year.	BOT action:

*Recommended Timeline

BASIC AND COMPREHENSIVE EVALUATION SUMMARY FORM FOR ALL FACULTY

Name of Faculty Member: _____ Employee #: _____

Discipline: _____ Department: _____ College: _____

Evaluation Type: Basic Comprehensive

Status: Full time regular faculty
 Tenure track contract faculty
 (Select: B-1 B-2 B-3 (year: 3 or 4)
 Limited (including PACE) or long-term substitute
 Adjunct faculty

Check all that apply

This evaluation applies to, check all that apply: Face to Face Class Online Hybrid Combination(s)

A. Professional Qualities

Professionalism	Meets/Exceeds Expectations	Needs to Improve
1. Keeps current in discipline.		
2. Interacts or communicates with peers.		
3. Accepts constructive criticism well.		
4. Maintains adequate and appropriate records.		
5. Submits grades and/or other required information on time.		
6. Attends required meetings.		
7. Is regularly available to students.		
8. Fulfills professional development responsibilities.		
9. Draws on and values students' backgrounds, interests, and developmental learning needs through culturally responsive strategies.		
9. Participates in culturally responsive training		
Sources: (state sources of data)		

Professional Contributions	Meets/Exceeds Expectations	Needs to Improve
9. (For All Faculty) Participates in the Student Learning Outcomes Assessment Cycle (for classroom faculty, includes approved SLOs on class syllabi.)		
10. Faculty includes SLOs on class syllabi.		
1011. (For Full Time Faculty Only) Makes appropriate contribution to the college by serving effectively on a committee, projects, special assignments, etc.		

11 12. (For Full Time Faculty Only) Makes appropriate contributions to the discipline/department and assumes an appropriate share of faculty responsibilities		
12 13. (For All Faculty) Develops and disseminates course syllabi consistent with appropriate Board Rules.		

Sources: (state sources of data)

B. Attach appropriate form for Section B. Complete Sections C and D.

C. Overall Evaluation Satisfactory Needs to improve Unsatisfactory

D. Comments, Recommendations, and Improvement Plans where applicable:

Insert comments in text box or attach a separate piece of paper:

E. Faculty Professional Growth Goals/Plan for next evaluation period: (Evaluee Generated)

Insert goals and or plans in box or attach a separate piece of paper:

(Select signature section below based on the type of evaluation completed)

Comprehensive Evaluation <input type="checkbox"/> Tenure Review <input type="checkbox"/> Peer Review Committee Signatures <u>Required as per Article 19 and 42</u>		
Print Name (Chair)	Signature	Date
Print Name (Dept. Rep)	Signature	Date
Print Name (Selected Rep)	Signature	Date
Print Name (Admin Rep)	Signature	Date
Print Name (Senate Rep)	Signature	Date
Basic Evaluation for full-time or adjunct faculty—Evaluator Signature (Department Chair or Designee) <u>Required</u>		
Print Name	Signature	Date

Evaluee Signature Required for Basic and Comprehensive Evaluations

I have received a copy of this evaluation but my signature does not necessarily indicate my agreement. I understand that I have ten (10) working days from the time to have a written statement attached to this evaluation before it is sent to my personnel file ~~any written statement I forward to in the Division of Human Resources Division regarding this evaluation will be attached to the copy, which is filed there.~~

Print Name _____ Signature _____ Date _____

Accepted by appropriate Vice President or designee

Print Name: _____ Signature: _____ Date: _____

Name of Faculty Member: _____

B. Knowledge, Skill and Ability as a Classroom Instructor	Meets / Exceeds Expectations	Needs Improvement
1. Establishes a student-instructor relationship conducive to learning	<input type="checkbox"/>	<input type="checkbox"/>
2. Communicates ideas clearly and effectively	<input type="checkbox"/>	<input type="checkbox"/>
3. Stimulates students' interest and desire to learn	<input type="checkbox"/>	<input type="checkbox"/>
4. Promotes active involvement of students in learning activities	<input type="checkbox"/>	<input type="checkbox"/>
5. Assesses students' progress regularly	<input type="checkbox"/>	<input type="checkbox"/>
6. Uses class time efficiently	<input type="checkbox"/>	<input type="checkbox"/>
7. Demonstrates sensitivity in working with students with diverse backgrounds and needs	<input type="checkbox"/>	<input type="checkbox"/>
8. Meets classes at appointed hour for scheduled duration	<input type="checkbox"/>	<input type="checkbox"/>
9. Ensures that course content is current and appropriate	<input type="checkbox"/>	<input type="checkbox"/>
10. Teaches course content that is appropriate to the official course outline of record congruent with standards set by the discipline	<input type="checkbox"/>	<input type="checkbox"/>
11. Uses materials that are accurate and that are pertinent to the subject matter and course outline	<input type="checkbox"/>	<input type="checkbox"/>
12. Maintains an appropriate pace during each class session and over the duration of the academic term	<input type="checkbox"/>	<input type="checkbox"/>
13. Has appropriate command of the subject matter to be able to respond to student needs	<input type="checkbox"/>	<input type="checkbox"/>
14. Evaluates student achievement according to stated course grading criteria	<input type="checkbox"/>	<input type="checkbox"/>
15. Provides a positive learning environment for all student populations	<input type="checkbox"/>	<input type="checkbox"/>
16. Initiates regular, systematic and substantive student contact.	<input type="checkbox"/>	<input type="checkbox"/>

Sources: (state sources of data). Narrative assessment: (insert comments here or attach separate sheet).

Name of Faculty Member: _____

B. Knowledge, Skill and Ability as a Counselor	Meets / Exceeds Expectations	Needs Improvement
1. Demonstrates knowledge of counseling processes	<input type="checkbox"/>	<input type="checkbox"/>
2. Demonstrates knowledge of current trends in counseling	<input type="checkbox"/>	<input type="checkbox"/>
3. Demonstrates knowledge in counseling resources	<input type="checkbox"/>	<input type="checkbox"/>
4. Demonstrates knowledge of policies and requirements affecting students	<input type="checkbox"/>	<input type="checkbox"/>
5. Communicates clearly and effectively with students	<input type="checkbox"/>	<input type="checkbox"/>
6. Actively listens to students	<input type="checkbox"/>	<input type="checkbox"/>
7. Fulfills professional obligations and delivers scheduled services to students and works cooperatively as a member of the counseling team.	<input type="checkbox"/>	<input type="checkbox"/>
8. Respects students as individuals	<input type="checkbox"/>	<input type="checkbox"/>
9. Maintains student confidentiality	<input type="checkbox"/>	<input type="checkbox"/>
10. Fosters an environment of trust and sensitivity	<input type="checkbox"/>	<input type="checkbox"/>
11. Gives students an opportunity for follow up	<input type="checkbox"/>	<input type="checkbox"/>
12. Accepts constructive criticism	<input type="checkbox"/>	<input type="checkbox"/>
13 <u>12.</u> Adheres to a publicized schedule of work and office hours	<input type="checkbox"/>	<input type="checkbox"/>
14 <u>13.</u> Is on time for scheduled appointments and for "drop in"	<input type="checkbox"/>	<input type="checkbox"/>
15-14. Submits required records and reports in timely manner	<input type="checkbox"/>	<input type="checkbox"/>
16-15. Functions as an effective counselor with a minimum of supervision	<input type="checkbox"/>	<input type="checkbox"/>
17-16. Actively contributes to college community and fulfills committee responsibility	<input type="checkbox"/>	<input type="checkbox"/>
18. Communicates clearly and effectively with peers	<input type="checkbox"/>	<input type="checkbox"/>
19 <u>17.</u> Seeks solutions to students concerns with faculty and administration	<input type="checkbox"/>	<input type="checkbox"/>
20 <u>18.</u> Continually works to improve professional effectiveness	<input type="checkbox"/>	<input type="checkbox"/>
21. Participates in professional growth activities	<input type="checkbox"/>	<input type="checkbox"/>

Name of Faculty Member: _____

B. Knowledge, Skill and Ability as a Librarian	Meets / Exceeds Expectations	Needs Improvement
1. Demonstrates knowledge of library science and service	<input type="checkbox"/>	<input type="checkbox"/>
2. Demonstrates knowledge of current trends and technology in library science	<input type="checkbox"/>	<input type="checkbox"/>
3. Demonstrates knowledge of research methods and resources	<input type="checkbox"/>	<input type="checkbox"/>
4. Assists members of the college community in reaching reference and research objectives	<input type="checkbox"/>	<input type="checkbox"/>
5. Communicates clearly and effectively	<input type="checkbox"/>	<input type="checkbox"/>
6. Creates and maintains an environment conducive to learning	<input type="checkbox"/>	<input type="checkbox"/>
7. Demonstrates knowledge of resources and opportunities available to special needs students	<input type="checkbox"/>	<input type="checkbox"/>
8. Demonstrates ability to work with students one to one and in groups	<input type="checkbox"/>	<input type="checkbox"/>
9. Actively consults with librarians, and other departments to provide students with up- to-date information about changes and new programs	<input type="checkbox"/>	<input type="checkbox"/>
10. Effectively plans and implements department programs and services	<input type="checkbox"/>	<input type="checkbox"/>
11. Facilitates self-reliance in library usage	<input type="checkbox"/>	<input type="checkbox"/>
12. Maintains work schedule	<input type="checkbox"/>	<input type="checkbox"/>
13. Maintains required records and submits reports in a timely manner	<input type="checkbox"/>	<input type="checkbox"/>
14. Functions effectively with a minimum of supervision	<input type="checkbox"/>	<input type="checkbox"/>
15. Demonstrates sensitivity in working with students, faculty, and staff with diverse backgrounds and needs	<input type="checkbox"/>	<input type="checkbox"/>
16. Demonstrates ability to work with colleagues within the library including the department chair	<input type="checkbox"/>	<input type="checkbox"/>
17. Accepts constructive criticism	<input type="checkbox"/>	<input type="checkbox"/>

~~18~~ 17. Uses good judgment.

Name of Faculty Member: _____

B. Knowledge, Skill and Ability as an ISA/Consulting Instructor	Meets / Exceeds Expectations	Needs Improvement
1. Demonstrates depth and breadth of knowledge relevant to the position	<input type="checkbox"/>	<input type="checkbox"/>
2. Achieves desired results relating to goals and objectives of the position responsibilities	<input type="checkbox"/>	<input type="checkbox"/>
3. Effectively plans and implements appropriate programs and services	<input type="checkbox"/>	<input type="checkbox"/>
4. Develops relevant new programs, and courses, /workshops	<input type="checkbox"/>	<input type="checkbox"/>
52. Effectively promotes the program and helps recruit the students <u>and/or faculty as applicable to the position</u>	<input type="checkbox"/>	<input type="checkbox"/>
63. Maintains accurate records and submits reports in a timely manner <u>Accomplishes tasks as specified in the job duties of the assignment.</u>	<input type="checkbox"/>	<input type="checkbox"/>
7 4. Maintains working relationships with all constituencies	<input type="checkbox"/>	<input type="checkbox"/>
8. Accepts constructive criticism	<input type="checkbox"/>	<input type="checkbox"/>
9 5. Continually works to improve professional effectiveness	<input type="checkbox"/>	<input type="checkbox"/>
10 6. Actively contributes to the college community and shares in faculty responsibility	<input type="checkbox"/>	<input type="checkbox"/>
11 7. Effectively and appropriately responds to challenges requiring immediate attention	<input type="checkbox"/>	<input type="checkbox"/>
12 8. Acts decisively and takes responsibility for outcomes	<input type="checkbox"/>	<input type="checkbox"/>
13 9. Achieves measurable program success	<input type="checkbox"/>	<input type="checkbox"/>
14. Participates in professional growth activities	<input type="checkbox"/>	<input type="checkbox"/>
15 10. Provides leadership and organizational support for faculty, staff, and students in the program	<input type="checkbox"/>	<input type="checkbox"/>
16 11. Reviews the curriculum and plans a balanced program to meet current and future needs	<input type="checkbox"/>	<input type="checkbox"/>

1712. Uses good judgment	<input type="checkbox"/>	<input type="checkbox"/>
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Name of Faculty Member: _____

B. Knowledge, Skill and Ability as a College Nurse	Meets / Exceeds Expectations	Needs Improvement
1. Demonstrates a current knowledge of college and community health care	<input type="checkbox"/>	<input type="checkbox"/>
2. Demonstrates current knowledge of health care, services, and resources including but not limited to a. Current CPR/AED/First Aid card b. Phlebotomy techniques c. Vaccine administration d. TB testing e. Handling of pathogens	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
3. Contributes to solutions of Health Services related problems	<input type="checkbox"/>	<input type="checkbox"/>
4. Assists individuals in defining their problems	<input type="checkbox"/>	<input type="checkbox"/>
5. Adheres to the principle of confidentiality	<input type="checkbox"/>	<input type="checkbox"/>
6. Practices appropriate referral of clients to another agency or specialist for assistance	<input type="checkbox"/>	<input type="checkbox"/>
7. Provides a non-judgmental environment	<input type="checkbox"/>	<input type="checkbox"/>
8. Respects students as individuals	<input type="checkbox"/>	<input type="checkbox"/>
9. Demonstrates competency in dealing with emotional needs/crises of clients	<input type="checkbox"/>	<input type="checkbox"/>
10. Maintains a regular work schedule	<input type="checkbox"/>	<input type="checkbox"/>
11. Maintains scheduled office hours	<input type="checkbox"/>	<input type="checkbox"/>
12. Communicates clearly and effectively with clients	<input type="checkbox"/>	<input type="checkbox"/>
13. Communicates clearly and effectively with faculty, staff, and administration	<input type="checkbox"/>	<input type="checkbox"/>
14. Accepts constructive criticism well	<input type="checkbox"/>	<input type="checkbox"/>
15 14. Continually works to improve professional effectiveness	<input type="checkbox"/>	<input type="checkbox"/>
16 15. Plans and implements an ongoing health education program	<input type="checkbox"/>	<input type="checkbox"/>
17 16. Submits required records and reports in a timely manner	<input type="checkbox"/>	<input type="checkbox"/>
18 17. Documents charts through completed SOAP notes	<input type="checkbox"/>	<input type="checkbox"/>
19 18. Functions as an effective nurse with a minimum of supervision	<input type="checkbox"/>	<input type="checkbox"/>
20 19. Actively contributes to college community and fulfills committee and other institutional obligations	<input type="checkbox"/>	<input type="checkbox"/>
21. Participates in professional growth activities	<input type="checkbox"/>	<input type="checkbox"/>
22 20. Conforms to District and college policies affecting the delivery of health services	<input type="checkbox"/>	<input type="checkbox"/>

Sources: (state sources of data). Narrative assessment: (insert comments here or attach separate sheet).

Name of Faculty Member: _____

B. Knowledge, Skill and Ability as a Disabilities Specialist/Instructor	Meets / Exceeds Expectations	Needs Improvement
1. Demonstrates knowledge of discipline	<input type="checkbox"/>	<input type="checkbox"/>
2. Demonstrates knowledge of current trends, laws, and regulations	<input type="checkbox"/>	<input type="checkbox"/>
3. Maintains regular work schedule and office hours	<input type="checkbox"/>	<input type="checkbox"/>
4. Is on time for appointments	<input type="checkbox"/>	<input type="checkbox"/>
5. Is available to confer with students	<input type="checkbox"/>	<input type="checkbox"/>
6. Provides needed services to eligible students	<input type="checkbox"/>	<input type="checkbox"/>
7. Fosters an environment of trust and sensitivity	<input type="checkbox"/>	<input type="checkbox"/>
8. Maintains student confidentiality.	<input type="checkbox"/>	<input type="checkbox"/>
9. Fulfills professional obligations and delivers scheduled services to students	<input type="checkbox"/>	<input type="checkbox"/>
10. Communicates clearly and effectively	<input type="checkbox"/>	<input type="checkbox"/>
11. Establishes a student-teacher relationship conducive to learning	<input type="checkbox"/>	<input type="checkbox"/>
12. Seeks resolutions to student concerns with faculty and administration	<input type="checkbox"/>	<input type="checkbox"/>
13. Maintains required records and submits reports in a timely manner	<input type="checkbox"/>	<input type="checkbox"/>
14. Effectively plans and implements department programs and services	<input type="checkbox"/>	<input type="checkbox"/>
15. Promotes active involvement of student's learning activities	<input type="checkbox"/>	<input type="checkbox"/>
16. Functions effectively with a minimum of supervision	<input type="checkbox"/>	<input type="checkbox"/>
17. Demonstrates sensitivity in working with students, faculty, and staff of diverse backgrounds and needs	<input type="checkbox"/>	<input type="checkbox"/>

Name of Faculty Member: _____

B. Knowledge, Skill and Ability as a Child Development Center Instructor	Meets / Exceeds Expectations	Needs Improvement
1. Demonstrates ability to design and implement a broadly-based curriculum	<input type="checkbox"/>	<input type="checkbox"/>
2. Assesses individual developmental level of each child	<input type="checkbox"/>	<input type="checkbox"/>
3. Creates and maintains an environment conducive to growth and development for children	<input type="checkbox"/>	<input type="checkbox"/>
4. Interacts with children in a positive manner	<input type="checkbox"/>	<input type="checkbox"/>
5. Demonstrates knowledge of a wide variety of teaching methods	<input type="checkbox"/>	<input type="checkbox"/>
6. Helps children develop social skills, better communication, and relationships	<input type="checkbox"/>	<input type="checkbox"/>
7. Remains calm in startling or difficult situations	<input type="checkbox"/>	<input type="checkbox"/>
8. Assists children in gaining self-esteem	<input type="checkbox"/>	<input type="checkbox"/>
9. Shows tact, compassion <u>compassion</u> and empathy for children and families	<input type="checkbox"/>	<input type="checkbox"/>
10. Is tolerant and considerate of differences in children and in adults	<input type="checkbox"/>	<input type="checkbox"/>
11. Utilizes conflict resolution skills	<input type="checkbox"/>	<input type="checkbox"/>
12. Maintains ongoing records of children's progress	<input type="checkbox"/>	<input type="checkbox"/>
13. Communicates effectively in parent conferences	<input type="checkbox"/>	<input type="checkbox"/>
14. Communicates effectively with peers	<input type="checkbox"/>	<input type="checkbox"/>
15 <u>14.</u> Supervises and evaluates practicum students	<input type="checkbox"/>	<input type="checkbox"/>
16 <u>15.</u> Provides direction and training of student workers	<input type="checkbox"/>	<input type="checkbox"/>
17 <u>16.</u> Works effectively as a member of a developmental team with children, parents, students, and staff members	<input type="checkbox"/>	<input type="checkbox"/>
18 <u>17.</u> Attends and actively participates in staff meetings	<input type="checkbox"/>	<input type="checkbox"/>
19. Participates in professional growth activities	<input type="checkbox"/>	<input type="checkbox"/>

Administrative Evaluation Form for Classroom Faculty

Faculty Name	Employee Number	Campus
Department Name	Date of Evaluation	Date of Conference(s)

Attach additional sheet(s) if needed

<p>1. KNOWLEDGE OF SUBJECT AREA:</p> <p>This category addresses the instructor's subject matter knowledge as evidenced in his or her classroom presentations. It includes knowledge of current trends in the field and the ability to teach the course as presented in the college's official course outline.</p> <p>Rating:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Meets/Exceeds Expectations <input type="checkbox"/> Need to Improve <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> No Basis for Judgment <p>Describe/summarize input from Peer Evaluation, appropriate individuals as designated by the faculty member and/or administrator, any other data collected, and how the input was collected.</p> <p>Goals and time line for improvement:</p>
--

<p>2. EFFECTIVENESS:</p> <p>This category includes retaining students, keeping student confidences, demonstrating respect for students in general, creating a learning environment that is conducive to learning, setting an atmosphere of trust and sensitivity, and motivating students to learn. It also includes contributing to faculty committees and interacting effectively with peers.</p> <p>Rating:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Meets/Exceeds Expectations <input type="checkbox"/> Need to Improve <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> No Basis for Judgment <p>Describe/summarize input from Peer Evaluation, appropriate individuals as designated by the faculty member and/or administrator, any other data collected, and how the input was collected.</p> <p>Goals and time line for improvement:</p>
--

3. PERFORMANCE OF RESPONSIBILITIES:

This category includes issues such as providing students with a written syllabus that includes grading standards and course expectations, evaluating students according to the stated criteria. It also includes the instructor's ability to meet class for the full-designated time, submit required grades and rosters on time, and maintain office hours.

Rating:

- Meets/Exceeds Expectations
- Need to Improve
- Unsatisfactory
- No Basis for Judgment

Describe/summarize input from Peer Evaluation, appropriate individuals as designated by the faculty member and/or administrator, any other data collected, and how the input was collected.

Goals and time line for improvement:

4. PARTICIPATION IN PROFESSIONAL GROWTH ACTIVITIES:

This category includes a demonstration of the instructor's willingness to continue to improve his or her professional effectiveness and participate in professional growth activities. Suggestions for Professional Development are included if relevant.

Rating:

- Meets/Exceeds Expectations
- Need to Improve
- Unsatisfactory
- No Basis for Judgment

Describe/summarize input from Peer Evaluation, appropriate individuals as designated by the faculty member and/or administrator, any other data collected, and how the input was collected.

Goals and time line for improvement:

5. OVER-ALL EVALUATION: (use additional sheet if necessary)

Describe special abilities warranting exceptional recognition in detail. Describe specific examples that support a rating of *Unsatisfactory* or *Needs to Improve*.

Rating

- Meets/Exceeds Expectations
- Need to Improve
- Unsatisfactory

Summary:

I recommend this employee:

- be continued in service
- be continued in service contingent upon needed improvements as noted.
 - Date for follow-up to the Administrative Evaluation: _____
- not be continued in service

Dean signature: _____ Date: _____

Vice President or designee: _____ Date: _____

President Signature: _____ Date: _____

I have received a copy of this evaluation but my signature does not necessarily indicate my agreement. I understand that I have ten (10) working days from the time to have a written statement attached to this evaluation before it is sent to my personnel file any written statement I forward to in the Division of Human Resources Division regarding this evaluation will be attached to the copy, which is filed there.

Faculty signature: _____ Date: _____

Witness signature: _____ Date: _____

Administrative Evaluation Form for Library Faculty

Faculty Name	Employee Number	Campus
Department Name	Date of Evaluation	Date of Conference(s)

Attach additional sheet(s) if needed

<p>1. KNOWLEDGE OF SUBJECT AREA:</p> <p>This category addresses the librarian's knowledge of library service, research methods, and resources. It includes knowledge of current trends in the field of librarianship, and the ability to assist members of the college community in reaching research objectives.</p> <p>Rating:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Meets/Exceeds Expectations <input type="checkbox"/> Need to Improve <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> No Basis for Judgment <p>Describe/summarize input from Peer Evaluation, appropriate individuals as designated by the faculty member and/or administrator, any other data collected, and how the input was collected.</p> <p>Goals and time line for improvement:</p>
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<p>2. EFFECTIVENESS:</p> <p>This category includes communicating clearly and effectively with students, maintaining student confidentiality, demonstrating respect for students in general, creating a learning environment that is conducive to learning, setting an atmosphere of trust and sensitivity, and motivating students to learn. It also includes contributing to faculty committees and interacting effectively with peers.</p> <p>Rating:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Meets/Exceeds Expectations <input type="checkbox"/> Need to Improve <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> No Basis for Judgment <p>Describe/summarize input from Peer Evaluation, appropriate individuals as designated by the faculty member and/or administrator, any other data collected, and how the input was collected.</p> <p>Goals and time line for improvement:</p>

3. PERFORMANCE OF RESPONSIBILITIES:

This category includes issues such as demonstrating the ability to work cooperatively with colleagues and staff within the department, functioning effectively with a minimum of supervision, planning and implementing department programs and services, adhering to established work hours, accepting constructive criticism, and submitting required records and reports in a timely manner.

Rating:

- Meets/Exceeds Expectations
- Need to Improve
- Unsatisfactory
- No Basis for Judgment

Describe/summarize input from Peer Evaluation, appropriate individuals as designated by the faculty member and/or administrator, any other data collected, and how the input was collected.

Goals and time line for improvement:

4. PARTICIPATION IN PROFESSIONAL GROWTH ACTIVITIES:

This category includes a demonstration of the librarian's willingness to continue to improve his or her professional effectiveness and participate in professional growth activities. Suggestions for Professional Development are included if relevant.

Rating:

- Meets/Exceeds Expectations
- Need to Improve
- Unsatisfactory
- No Basis for Judgment

Describe/summarize input from Peer Evaluation, appropriate individuals as designated by the faculty member and/or administrator, any other data collected, and how the input was collected.

Goals and time line for improvement:

5. OVER-ALL EVALUATION: (use additional sheet if necessary)

Describe special abilities warranting exceptional recognition in detail. Describe specific examples that support a rating of *Unsatisfactory* or *Needs to Improve*.

Rating

- Meets/Exceeds Expectations
- Need to Improve
- Unsatisfactory

Summary:

I recommend this employee:

- be continued in service
- be continued in service contingent upon needed improvements as noted.
 - Date for follow-up to the Administrative Evaluation: _____
- not be continued in service

Dean signature: _____ Date: _____

Vice President or designee: _____ Date: _____

President Signature: _____ Date: _____

I have received a copy of this evaluation but my signature does not necessarily indicate my agreement. I understand that I have ten (10) working days from the time to have a written statement attached to this evaluation before it is sent to my personnel file any written statement I forward to in the Division of Human Resources Division regarding this evaluation will be attached to the copy, which is filed there.

Faculty signature: _____ Date: _____

Witness signature: _____ Date: _____

Administrative Evaluation Form for Counseling Faculty

Faculty Name	Employee Number	Campus
Department Name	Date of Evaluation	Date of Conference(s)

Attach additional sheet(s) if needed

<p>1. KNOWLEDGE OF SUBJECT AREA:</p> <p>This category addresses the counselor’s knowledge of the counseling process. It includes knowledge of current trends in the field of counseling, policies and requirements affecting students, and current counseling resources.</p> <p>Rating:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Meets/Exceeds Expectations <input type="checkbox"/> Need to Improve <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> No Basis for Judgment <p>Describe/ summarize input from Peer Evaluation, appropriate individuals as designated by the faculty member and/or administrator, any other data collected, and how the input was collected.</p> <p>Goals and time line for improvement:</p>
--

<p>2. EFFECTIVENESS:</p> <p>This category includes communicating clearly and effectively with students, maintaining student confidentiality, demonstrating respect for students in general, setting an atmosphere of trust and sensitivity, and motivating students to persevere, while providing tools for student success. It also includes contributing to faculty committees and interacting effectively with peers.</p> <p>Rating:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Meets/Exceeds Expectations <input type="checkbox"/> Need to Improve <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> No Basis for Judgment <p>Describe/ summarize input from Peer Evaluation, appropriate individuals as designated by the faculty member and/or administrator, any other data collected, and how the input was collected.</p> <p>Goals and time line for improvement:</p>
--

3. PERFORMANCE OF RESPONSIBILITIES:

This category includes issues such as demonstrating the ability to work cooperatively with colleagues and staff within the department, adhering to established work hours, accepting constructive criticism, and submitting required records and reports in a timely manner.

Rating:

- Meets/Exceeds Expectations
- Need to Improve
- Unsatisfactory
- No Basis for Judgment

Describe/summarize input from Peer Evaluation, appropriate individuals as designated by the faculty member and/or administrator, any other data collected, and how the input was collected.

Goals and time line for improvement:

4. PARTICIPATION IN PROFESSIONAL GROWTH ACTIVITIES:

This category includes a demonstration of the counselor's willingness to continue to improve his or her professional effectiveness and participate in professional growth activities. Suggestions for Professional Development are included if relevant.

Rating:

- Meets/Exceeds Expectations
- Need to Improve
- Unsatisfactory
- No Basis for Judgment

Describe/summarize input from Peer Evaluation, appropriate individuals as designated by the faculty member and/or administrator, any other data collected, and how the input was collected.

Goals and time line for improvement:

5. OVER-ALL EVALUATION: (use additional sheet if necessary)

Describe special abilities warranting exceptional recognition in detail. Describe specific examples that support a rating of *Unsatisfactory* or *Needs to Improve*.

Rating

- Meets/Exceeds Expectations
- Need to Improve
- Unsatisfactory

Summary:

I recommend this employee:

- be continued in service
- be continued in service contingent upon needed improvements as noted.
Date for follow-up to the Administrative Evaluation: _____
- not be continued in service

Dean signature: _____ Date: _____

Vice President or designee: _____ Date: _____

President Signature: _____ Date: _____

I have received a copy of this evaluation but my signature does not necessarily indicate my agreement. I understand that I have ten (10) working days from the time to have a written statement attached to this evaluation before it is sent to my personnel file any written statement I forward to in the Division of Human Resources Division regarding this evaluation will be attached to the copy, which is filed there.

Faculty signature: _____ Date: _____

Witness signature: _____ Date: _____

Evaluation of Department Chair/CDC Director/Nursing Director

Name of Chair/Director: _____ Assignment/Department: _____

Article 17, Section C defines the reassigned time granted so that the Department Chair is able to fulfill responsibilities assigned by the appropriate administrator and conduct departmental business whether or not the Chair is entitled to receive reassigned time. A Department Chair's responsibilities are described in full in Article 17, section D. In particular, section D.4 states: At the beginning of each academic year, each Department Chair shall, in consultation with his or her departmental colleagues and the appropriate Vice President or his or her designee, establish annual goals for the Department. Any evaluation of a Department Chair under Article 19 shall review both the Chair's fulfillment of the responsibilities of the Department Chair assignment, and his or her contribution towards the attainment of or progress toward achieving those goals.

Article 19 Section D defines the process for the Evaluation of Department Chairs as follows:

D. Evaluation of Department Chairs

1. During a faculty member's service as a department chair, his or her performance of the department chair's duties and responsibilities shall be evaluated at the end of his or her first year of service as department chair and at least once every other academic year thereafter.
2. The evaluation of a department chair shall be conducted by the appropriate vice president or designee in the following manner:
 - a. The appropriate vice president or designee shall solicit information about the department chair's performance of his or her duties and responsibilities as chair. The Evaluation of Department Chair/CDC Director/Nursing Director Form found in Appendix C shall be distributed to the faculty and staff in the evaluatee's department as well as any others the vice president or designee believes should have relevant information about the evaluatee's performance as Department Chair. Faculty shall have ten (10) working days to return the forms to the appropriate vice president or designee.
 - b. The vice president or designee shall record the evaluation results on the Department Chair/CDC Director/Nursing Director Form (see Appendix C).
 - c. The department chair may submit written comments on the evaluation within ten (10) working days, which will be appended to the evaluation.
3. The evaluation of a department chair is a specialized evaluation that is separate from and in addition to the normal evaluation of the department chair as a faculty member.

Steps to completing the Department Chair evaluation process:

- Schedule a time to meet with your supervisor during your second semester of service as Department Chair and at least once every other academic year thereafter.

Provide your supervisor with:

- A copy of your department's annual goals statement from the previous year and attach an update about the status of each goal.
- A copy of the proposed annual goals statement for the next year.
- Any suggested data sources to assist with the evaluation categories as stated in sections A and B of this form.

Evaluation of Faculty EOPS or DSPS Director

A. PROFESSIONAL QUALITIES		
	Meets / Exceeds Expectations	Needs Improvement
Professionalism		
1. Interacts or communicates with peers	<input type="checkbox"/>	<input type="checkbox"/>
2. Accepts constructive criticism well	<input type="checkbox"/>	<input type="checkbox"/>
3. Maintains adequate and appropriate records	<input type="checkbox"/>	<input type="checkbox"/>
4. Submits required information on time	<input type="checkbox"/>	<input type="checkbox"/>
5. Attends required meetings	<input type="checkbox"/>	<input type="checkbox"/>
6. Is regularly available to students	<input type="checkbox"/>	<input type="checkbox"/>
Professional Contributions		
7. Makes appropriate contributions to the discipline/department and assumes an appropriate share of faculty responsibilities	<input type="checkbox"/>	<input type="checkbox"/>
8. Makes appropriate contributions to the college by serving effectively on committees, projects, special assignments, etc.	<input type="checkbox"/>	<input type="checkbox"/>
As provided for in Article 19.D.2.a, describe data and sources used to assess performance on these qualities (Goals set by department, input from department faculty and others, any additional sources):		
Narrative assessment:		
Areas where performance exceeds expectations or where improved performance is needed:		

EVALUATION OF FACULTY EOPS OR DSPS DIRECTOR (continued)

B. KNOWLEDGE, SKILL, AND ABILITY AS FACULTY EOPS OR DSPS DIRECTOR		
	Meets / Exceeds Expectations	Needs Improvement
9. Demonstrates knowledge of area of responsibility including current trends, laws and regulations as related to the program and the position.	<input type="checkbox"/>	<input type="checkbox"/>
10. Understands the requirements, services, and recruitment needs of the student population and program vitality.	<input type="checkbox"/>	<input type="checkbox"/>
11. Communicates clearly and effectively.	<input type="checkbox"/>	<input type="checkbox"/>
12. Provides needed services to eligible students.	<input type="checkbox"/>	<input type="checkbox"/>
13. Understands budget matters relevant to the position that include preparing, budgets monitoring expenses and communicating budget concerns in a timely manner.	<input type="checkbox"/>	<input type="checkbox"/>
14. Demonstrates sensitivity in working with and meeting the needs of a diverse student population and campus community.	<input type="checkbox"/>	<input type="checkbox"/>
15. Is available to students in the program and is responsive to their concerns in a timely manner.	<input type="checkbox"/>	<input type="checkbox"/>
16. Maintains regular work schedule and office hours.	<input type="checkbox"/>	<input type="checkbox"/>
17. Recruits, hires, evaluates, and assigns faculty, classified staff, and student workers effectively.	<input type="checkbox"/>	<input type="checkbox"/>
18. Involves relevant faculty members in program decisions.	<input type="checkbox"/>	<input type="checkbox"/>
19. Maintains accurate records and submits reports in a timely manner.	<input type="checkbox"/>	<input type="checkbox"/>
20. Effectively plans and implements programs and services.	<input type="checkbox"/>	<input type="checkbox"/>
21. Effectively promotes the program and helps recruit students from diverse backgrounds.	<input type="checkbox"/>	<input type="checkbox"/>
22. Provides leadership and organizational support for faculty, staff, and students in the program.	<input type="checkbox"/>	<input type="checkbox"/>
23. Achieves measurable program success.	<input type="checkbox"/>	<input type="checkbox"/>
24. Effectively and appropriately responds to challenges requiring immediate attention.	<input type="checkbox"/>	<input type="checkbox"/>
25. Acts decisively and takes responsibility for outcomes.	<input type="checkbox"/>	<input type="checkbox"/>
26. Develops and maintains working relationships with all constituencies.	<input type="checkbox"/>	<input type="checkbox"/>
27. Maintains professional standards.	<input type="checkbox"/>	<input type="checkbox"/>
28. Consults with administration and any other departments when needed concerning program issues.	<input type="checkbox"/>	<input type="checkbox"/>
29. Participates in professional growth activities.	<input type="checkbox"/>	<input type="checkbox"/>
30. Makes appropriate contributions to the department and to the college while keeping the implementation of the program as the top priority.	<input type="checkbox"/>	<input type="checkbox"/>
31. Accepts constructive criticism.	<input type="checkbox"/>	<input type="checkbox"/>

EVALUATION OF FACULTY EOPS OR DSPS DIRECTOR (continued)

C. Overall Evaluation Meets/Exceeds Expectations Needs to improve Unsatisfactory

D. Commendations/Recommendations (may attach additional sheet)

Appropriate Vice President or Designee

Date

I have received a copy of this evaluation but my signature does not necessarily indicate my agreement. I understand that I have ten (10) working days from the time to have a written statement attached to this evaluation before it is sent to my personnel file. ~~any written statement I forward to in the Division of Human Resources~~ Division regarding this evaluation will be attached to the copy, which is filed there.

Director

Date

Student Evaluation of Classroom Instructor

Los Angeles Community College District

College	Section Number	Course Title
<input type="radio"/> City <input type="radio"/> Southwest <input type="radio"/> East <input type="radio"/> Trade Tech <input type="radio"/> Harbor <input type="radio"/> Valley <input type="radio"/> Mission <input type="radio"/> West <input type="radio"/> Pierce <input checked="" type="radio"/> ITV		
	Term/Year	Instructor

Instructions

- The instructor must leave the classroom for the duration of the survey.
- A student from the class is to pass out and collect each survey.
- Once the surveys are completed, they are to be sealed, signed across the seal, and returned to the department of the instructor being surveyed by the student
- Students should mark only one answer per question by completely filling in the appropriate circle.
- Erase completely any answer changes and stray marks; the other side is for written comments.

Part A- Overall Rating of Instructor	Excellent	Good	Fair	Poor	Very Poor
How would you rate the teacher's overall teaching ability?	<input type="radio"/>				

Part B- General Questions	Strongly Agree	Agree	Disagree	Strongly Disagree	Do not Know/Not Applicable
1. The instructor clearly defined the course requirements.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. Asyllabus, which clearly outlined the course objectives, SLOs and grading criteria was distributed by the second class meeting, in the first week of the term.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. The instructor is well prepared and organized.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. The instruction relates to the course objectives.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. I now feel able to relate course material to others.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. The class meets for the specific amount of time.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7. The instructor regularly grades/evaluates or provides feedback on my performance.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
8. The instructor is available during posted office hours.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
9. The instructor interacts with students in ways that are free from discrimination.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
10. I would recommend this instructor to others.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
11. The instructor motivates me end encourages my interest in the subject.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
12. The instructor creates an environment in which it is safe to seek help, ask questions, or express opinions, which differ from those of the faculty member.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
13. The instructor is knowledgeable in the subject area.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
14. The instructor points out where the course material is relevant to daily life.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
15. The instructor treats students with respect.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

16. The instructor maintains good class control.

<input type="radio"/>				
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STUDENT EVALUATION OF CLASSROOM INSTRUCTOR (continued)

Part C- Additional Questions
 (added by the department for all departmental evaluations)

	Strongly Agree	Agree	Disagree	Strongly Disagree	Do not Know/Not Applicable
17.	<input type="radio"/>				
18.	<input type="radio"/>				
19.	<input type="radio"/>				
20.	<input type="radio"/>				

Part D- Communication to the Instructor

Use the space below for written comments:

Student Evaluation of Online Instructor

Los Angeles Community College District

College	Section Number	Course Title
<input type="radio"/> City <input type="radio"/> Southwest <input type="radio"/> East <input type="radio"/> Trade Tech <input type="radio"/> Harbor <input type="radio"/> Valley <input type="radio"/> Mission <input type="radio"/> West <input type="radio"/> Pierce <input checked="" type="radio"/> ITV	Term/Year	Instructor

Instructions

- Students shall be given at least one week to complete the evaluation form.
- Students should mark only one answer per question by completely filling in the appropriate circle.

Part A- Overall Rating of Instructor	Excellent	Good	Fair	Poor	Very Poor
How would you rate the teacher's overall teaching ability?	<input type="radio"/>				

Part B- General Questions	Strongly Agree	Agree	Disagree	Strongly Disagree	Do not Know/Not Applicable
1. The instructor clearly defined the course requirements and posted them on the web.	<input type="radio"/>				
2. A syllabus, which clearly outlined the course objectives, SLOs and grading criteria was posted on the web by the first week of the term.	<input type="radio"/>				
3. The instructor's web site is well prepared and organized.	<input type="radio"/>				
4. The online instruction relates to the course objectives.	<input type="radio"/>				
5. I now feel able to relate course material to others.	<input type="radio"/>				
6. The instructor regularly informs me of my grades and provides feedback on my performance.	<input type="radio"/>				
7. The instructor responds to emails in a timely manner.	<input type="radio"/>				
8. The instructor interacts with students in ways that are free from discrimination.	<input type="radio"/>				
9. I would recommend this instructor to others.	<input type="radio"/>				
10. The instructor motivates me and encourages my interest in the subject.	<input type="radio"/>				
11. The instructor creates an environment in which it is safe to seek help, ask questions, or express opinions, which differ from those of the faculty member.	<input type="radio"/>				
12. The instructor is knowledgeable in the subject area.	<input type="radio"/>				
13. The instructor points out where the course material is relevant to daily life.	<input type="radio"/>				
14. The instructor treats students with respect.	<input type="radio"/>				

STUDENT EVALUATION OF ONLINE INSTRUCTOR (continued)

Part C- Additional Questions
(added by the department for all departmental evaluations)

	Strongly Agree	Agree	Disagree	Strongly Disagree	Do not Know/Not Applicable
15.	<input type="radio"/>				
16.	<input type="radio"/>				
17.	<input type="radio"/>				
18.	<input type="radio"/>				

Part D- Communication to the Instructor

Use the space below for written comments:

Student Evaluation of Counselor

Los Angeles Community College District

College	Section Number	Course Title
<input type="radio"/> City <input type="radio"/> Southwest <input type="radio"/> East <input type="radio"/> Trade Tech <input type="radio"/> Harbor <input type="radio"/> Valley <input type="radio"/> Mission <input type="radio"/> West <input type="radio"/> Pierce <input type="radio"/> ITV	Term/Year	Instructor

Instructions

- The counselor must leave the classroom for the duration of the survey.
- Students should mark only one answer per question by completely filling in the appropriate circle.
- Erase completely any answer changes and stray marks; the other side is for written comments.

Part A – Overall Rating of Counselor	Excellent		Good		Fair		Poor		Very Poor
How would you rate the counselor's overall counseling ability?	<input type="radio"/>		<input type="radio"/>		<input type="radio"/>		<input type="radio"/>		<input type="radio"/>

Part B- General Questions	Strongly Agree		Agree		Disagree		Strongly Disagree		Do not Know/Not Applicable
1. I felt comfortable with the counselor.	<input type="radio"/>		<input type="radio"/>		<input type="radio"/>		<input type="radio"/>		<input type="radio"/>
2. The counselor was helpful to me in seeking solutions to my problems.	<input type="radio"/>		<input type="radio"/>		<input type="radio"/>		<input type="radio"/>		<input type="radio"/>
3. The counselor was clear about my options and suggested ways to get additional information, if needed.	<input type="radio"/>		<input type="radio"/>		<input type="radio"/>		<input type="radio"/>		<input type="radio"/>
4. The counselor provided me with clear and concise information regarding transfer requirements to colleges and universities.	<input type="radio"/>		<input type="radio"/>		<input type="radio"/>		<input type="radio"/>		<input type="radio"/>
5. The counselor provided me with clear and concise information regarding entrance and graduation requirements for career and certification requirements.	<input type="radio"/>		<input type="radio"/>		<input type="radio"/>		<input type="radio"/>		<input type="radio"/>
6. I was given clear and concise information regarding my class selection and educational plan.	<input type="radio"/>		<input type="radio"/>		<input type="radio"/>		<input type="radio"/>		<input type="radio"/>
7. The counselor was clear and concise regarding services available to me in the Student Services Division.	<input type="radio"/>		<input type="radio"/>		<input type="radio"/>		<input type="radio"/>		<input type="radio"/>
8. The counselor was available to assist me at convenient times.	<input type="radio"/>		<input type="radio"/>		<input type="radio"/>		<input type="radio"/>		<input type="radio"/>
9. The counselor kept his/her appointment with me.	<input type="radio"/>		<input type="radio"/>		<input type="radio"/>		<input type="radio"/>		<input type="radio"/>
10. I felt the counselor would keep personal matters confidential.	<input type="radio"/>		<input type="radio"/>		<input type="radio"/>		<input type="radio"/>		<input type="radio"/>
11. I would see the counselor again and recommend him/her to others.	<input type="radio"/>		<input type="radio"/>		<input type="radio"/>		<input type="radio"/>		<input type="radio"/>

Part C- Additional Questions
 (added by the department for all departmental evaluations)

	Strongly Agree	Agree	Disagree	Strongly Disagree	Do not Know/Not Applicable
17.	<input type="radio"/>				
18.	<input type="radio"/>				
19.	<input type="radio"/>				
20.	<input type="radio"/>				

Part D- Communication to the Instructor

Use the space below for written comments:

Student Evaluation of Librarian

College	Section Number	Course Title
<input type="radio"/> City <input type="radio"/> East <input type="radio"/> Harbor <input type="radio"/> Mission <input type="radio"/> Pierce <input type="radio"/> Southwest <input type="radio"/> Trade Tech <input type="radio"/> Valley <input type="radio"/> West <input checked="" type="radio"/> ITV		
	Term/Year	Instructor

Instructions

- Place completed evaluation in a box for surveys at the Circulation Desk.
- Students should mark only one answer per question by completely filling in the appropriate circle.
- Erase completely any answer changes and stray marks; the other side is for written comments.

Part A- Overall Rating of Librarian

	Excellent	Good	Fair	Poor	Very Poor
How would you rate the librarian's overall ability?	<input type="radio"/>				

Part B- General Questions

	Strongly Agree	Agree	Disagree	Strongly Disagree	Do not Know/Not Applicable
1. The librarian treated me with respect.	<input type="radio"/>				
2. The librarian showed a genuine interest in assisting me.	<input type="radio"/>				
3. The librarian made me feel comfortable in seeking assistance.	<input type="radio"/>				
4. The librarian understood my request and had an understanding of what I wanted.	<input type="radio"/>				
5. The librarian an helped me find the information I needed.	<input type="radio"/>				
6. The librarian was knowledgeable regarding appropriate information resources.	<input type="radio"/>				
7. The librarian taught me how find the library's materials and resources.	<input type="radio"/>				
8. The librarian assisted me so that I could work independently.	<input type="radio"/>				
9. The librarian's explanation was communicated clearly and understandably to me.	<input type="radio"/>				
10. If needed, the librarian referred me to other libraries or sources of information.	<input type="radio"/>				

11. The librarian took enough time to help me.	<input type="radio"/>				
12. The librarian interacted with me in a way that was free of discrimination.	<input type="radio"/>				
13. I would want this librarian to assist me again and would recommend him/her to other students.	<input type="radio"/>				

Continued on Back

STUDENT EVALUATION OF LIBRARIAN (continued)

Part C- Additional Questions (added by the department for all departmental evaluations)	Strongly	Agree	Disagree	Strongly Disagree	Do not Know/Not Applicable
14.	<input type="radio"/>				
15.	<input type="radio"/>				
16.	<input type="radio"/>				
17.	<input type="radio"/>				

Part D- Communication to the Librarian

Use the space below for written comments:

Student Evaluation of Child Development Center Instructor

Los Angeles Community College District

<u>College</u>	<u>Instructor</u>	<u>Term / Year</u>
<input type="radio"/> City <input type="radio"/> Southwest <input type="radio"/> East <input type="radio"/> Trade Tech <input type="radio"/> Harbor <input type="radio"/> Valley <input type="radio"/> Mission <input type="radio"/> West <input type="radio"/> Pierce		

Instructions

- *Students will complete survey in the Child Development Center Office*
- *Once the surveys are completed, they are to be sealed, signed across the seal, and returned to the department of the instructor being surveyed by the student.*
- *Students should mark out only one answer per question by completely filling out the appropriate circle.*
- *Erase completely any answer changes and stray marks; the other side is for written comments.*

Part A- Overall Rating of Child Development Center Instructor

	<u>Excellent</u>	<u>Fair</u>	<u>Good</u>	<u>Poor</u>	<u>Very Poor</u>
<u>How would you rate the instructor's overall teaching ability?</u>	<input type="radio"/>				

Part B- General Questions

	<u>Strongly Agree</u>	<u>Agree</u>	<u>Disagree</u>	<u>Strongly Disagree</u>	<u>Do not Know / Not Applicable</u>
<u>1. The instructor clearly defined the Child Development Center lab classroom expectations.</u>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<u>2. The instructor provides and implements developmentally appropriate weekly lesson plans that include the physical, emotional, social and cognitive needs of the children.</u>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<u>3. The instructor was prepared and organized.</u>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<u>4. The instructor interacts with children during indoor and outdoor activities.</u>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<u>5. The Instructor communicates with staff, students and families in a positive, compassionate and professional manner.</u>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

<u>7. The instructor regularly evaluates or provides feedback on my performance.</u>	<u>○ ○ ○ ○ ○</u>
<u>8. The instructor is available to meet during work hours.</u>	<u>○ ○ ○ ○ ○</u>
<u>9. The instructor interacts with staff, students and families in ways that are free of discrimination.</u>	<u>○ ○ ○ ○ ○</u>
<u>10. I would recommend this instructor to others.</u>	<u>○ ○ ○ ○ ○</u>
<u>11. The instructor motivates me and encourages my interest in Child Development.</u>	<u>○ ○ ○ ○ ○</u>
<u>12. The instructor creates an environment in which it is safe to seek help, ask questions, or express opinions, which differ from those of the faculty member.</u>	<u>○ ○ ○ ○ ○</u>
<u>13. The instructor is knowledgeable in the subject area.</u>	<u>○ ○ ○ ○ ○</u>
<u>14. The instructor points out where the course material is relevant to daily life.</u>	<u>○ ○ ○ ○ ○</u>
<u>15. The instructor treats staff, students and families with respect.</u>	<u>○ ○ ○ ○ ○</u>
<u>16. The instructor maintains good class control.</u>	<u>○ ○ ○ ○ ○</u>
<u>17. The instructor is supportive in my growth and development in Child Development.</u>	<u>○ ○ ○ ○ ○</u>

Part C – Additional Questions
(added by the department for all departmental evaluations)

	<u>Strongly Agree</u>	<u>Agree</u>	<u>Disagree</u>	<u>Strongly Disagree</u>	<u>Do not Know / Not Applicable</u>
<u>18.</u>	<u>○</u>	<u>○</u>	<u>○</u>	<u>○</u>	<u>○</u>
<u>19.</u>	<u>○</u>	<u>○</u>	<u>○</u>	<u>○</u>	<u>○</u>
<u>20.</u>	<u>○</u>	<u>○</u>	<u>○</u>	<u>○</u>	<u>○</u>

Part D- Communication to the Instructor

Use the space below for written comments:

Student Evaluation Disability Specialist

Los Angeles Community College District

<u>College</u>	<u>Disability Specialist</u>	<u>Term / Year</u>
<input type="radio"/> City <input type="radio"/> Southwest <input type="radio"/> East <input type="radio"/> Trade Tech <input type="radio"/> Harbor <input type="radio"/> Valley <input type="radio"/> Mission <input type="radio"/> West <input type="radio"/> Pierce		

<u>Instructions</u>	<ul style="list-style-type: none"> • <i>The Disability Specialist must leave the room for the duration of the survey.</i> • <i>Students should mark only one answer per question by completely filling in the appropriate circle.</i> • <i>Erase completely any answer changes and stray marks; the other side is for written comments.</i>
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	<u>Excellent</u>	<u>Fair</u>	<u>Good</u>	<u>Poor</u>	<u>Very Poor</u>
<u>Part A- Overall Rating of Child Development Center Instructor</u>					
How would you rate the Disability Specialist's overall ability?	<input type="radio"/>				

	<u>Strongly Agree</u>	<u>Agree</u>	<u>Disagree</u>	<u>Strongly Disagree</u>	<u>Do not Know / Not Applicable</u>
<u>Part B- Disability Specialist General Questions</u>					
1. I felt comfortable with the Disability Specialist.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. The Disability Specialist was helpful with identifying practical strategies regarding my disability related limitations.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. The Disability Specialist was clear about my options and suggested ways to get additional information, if needed.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. The Disability Specialist was helpful in connecting me with resources on campus that may be helpful to me.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. The Disability Specialist helped me see what my academic strengths & weaknesses are.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. The Disability Specialist was patient & listened actively to my struggles and needs.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

7. <u>The Disability Specialist was clear and concise regarding services available to me in the Student Services Division.</u>	<u>○ ○ ○ ○ ○</u>
8. <u>The Disability Specialist was available to assist me at convenient times.</u>	<u>○ ○ ○ ○ ○</u>
9. <u>The Disability Specialist kept his/her appointment with me.</u>	<u>○ ○ ○ ○ ○</u>
10. <u>I felt the Disability Specialist would keep personal matters confidential.</u>	<u>○ ○ ○ ○ ○</u>
11. <u>I would see the Disability Specialist again and recommend him/her to others.</u>	<u>○ ○ ○ ○ ○</u>

Part C – Additional Questions
(added by the department for all departmental evaluations)

	<u>Strongly Agree</u>	<u>Agree</u>	<u>Disagree</u>	<u>Strongly Disagree</u>	<u>Do not Know / Not Applicable</u>
12.	<u>○</u>	<u>○</u>	<u>○</u>	<u>○</u>	<u>○</u>
13.	<u>○</u>	<u>○</u>	<u>○</u>	<u>○</u>	<u>○</u>
14.	<u>○</u>	<u>○</u>	<u>○</u>	<u>○</u>	<u>○</u>

Part D- Communication to the Disability Specialist

Use the space below for written comments:

APPENDIX O

FACULTY NON-COLLEGIALLY INCIDENT REPORT FORM

For concerns regarding non-collegiality as defined in Article 5, submit this incident report form to ~~an~~ the appropriate vice president.

1. Name: _____

2. Department: _____ Job Title: _____ Campus: _____

3. Clearly and concisely state your concern and describe the events(s). Include the dates(s) of the incidents(s), the names of employees involved, witnesses, evidence, documentation, and all other information that you deem to be useful (attach additional sheets if necessary).

Signature: _____ Date of Submission: _____

The appropriate ~~manager~~ Vice President or designee will ~~shall~~ respond to the complainant faculty member within ~~20~~ 15 working days of the submission of this concern to prevent the escalation of the issue reported. ~~and a~~ A final response will be sent to ~~you~~ the complainant within ~~90~~ 45 working days of submission. The final response shall be submitted reported back to the complainant on Appendix P.

FORMERLY
APPENDIX P
Administrative Resolution to Appendix O

Date of Appendix O submission: _____

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intentionally
left blank~~

1. Response to Appendix O Investigation and Findings:

2. Recommendation, if needed, to Another Agency:

A. Office of Diversity, Equity, and Inclusion (rationale)

B. Mediation (rationale)

C. Training (rationale)

D. Employer Employee Relations (EER)

E. Human Resources Division (HRD)

F. Other (rationale)

Signed _____

Dated _____