

ADJUNCT SURVIVAL GUIDE

July 1, 2020 – June 30, 2023

Prepared by the
Adjunct Issues Committee (AFIC)



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The complete contract is found at www.aft.1521.org

A Message from Guild President Joanne Waddell

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

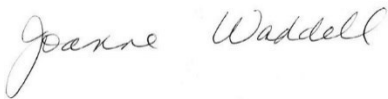
The Los Angeles College Faculty Guild, AFT Local 1521, is always seeking ways to improve the quality of professional life for the 2,500 adjunct faculty who work in our district. The strength of our Guild comes from the membership. I invite you, if you haven’t already, to become a member (see Appendix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

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

Disclaimer:

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

In unity,



Joanne Waddell, President
Los Angeles College Faculty Guild

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In the Classroom

How do I Take Attendance?

Once you are assigned to your course and have access to the Single Sign-on System (SIS), you can generate your own class roster through your faculty portal. It is very important that you take accurate roll from the first day of class up through at least census week, which is generally the third week of the semester. The student count on census week helps determine funding for the college and district, so it is important that you submit the exclusion roster on time through the SIS portal. It is a good idea to continue to take roll after the submission of your exclusion roster through the drop deadline using the supplemental exclusion roster.

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

What is the Limit on the Number of Students in a Class?

This varies by department. We recommend you check with your department chair. There are usually upper limits, beyond which you are not required to add students. The contract states the average class size is 34 and no class can be set higher than 42 without the instructor's approval (see Article 12). However, this varies depending on the number set by Academic Affairs for each course. Online courses, or Distance Learning courses, are set to 40 students (see Article 40).

What if I have Students that Don't Show up on the First Day?

If enrolled students do not show up on the first day of class and have not notified you of their absence, it is recommended that you exclude them through the SIS. This will make room for students on your waitlist or wanting to add the course. You can issue a permission number during the first two weeks of the semester. Do not give out permission numbers that exceed the number of seats in the classroom. Class size limits apply to intersessions too.

How many students do I need to keep my class open?

You generally need 13 students to keep a class open. If you have fewer than that before the semester starts, do some recruitment to keep the class from being cancelled. Classes that have less than 15 students in attendance during the first two weeks of the semester may still get cancelled (see Article 12.G).

When can my Class get Cancelled?

Administration can cancel a low enrolled class within three (3) weeks before the semester begins. After this period, classes with 13 – 15 students can't get cancelled until the first day of class. Administration can cancel your class if less than 15 students are enrolled by the first day and up to the first two weeks of the semester (see Article 12.G).

If your class is cancelled after the start of the semester, you are paid for any time worked (see Article 13.C.5).

Is a Course Syllabus Required?

Yes. You are required to give your students accurate and complete information about your course requirements. Your syllabus is required to provide the following information:

1. **Administrative information:** Include the course name and section number, meeting day(s)/time/and place, your name and contact information, your office hours (called “student drop-in hours” at some campuses), and location of office hours.
2. **Course description and Student Learning Outcomes (SLOs):** This information is currently found on the [Electronic Curriculum Development](#) (ECD) website. Once you click “find a course,” you can see the official course outline of record. From here, you can copy the catalog description of the course as well as the approved SLOs. You want to make sure to check any amendments the course outline might have as updated SLOs are often listed there. You are required to include the most recent SLOs on your syllabus and is part of your evaluation. If you have trouble locating this information, ask your department chair.
3. **Required materials:** The textbook and ISBN number, supplies, and any other required materials for the course.
4. **Prerequisites:** Skills needed and/or classes that require completion prior to enrolling in your course.
5. **Rules of conduct:** LACCD has adopted Standards of Student conduct which can be covered by including a reference to LACCD Board Rule 9803 in your syllabus. This rule includes policies on cheating, disciplinary problems, and/or carrying weapons. Many instructors like to include reminders about other prohibited activities, such as no eating or drinking in class and no use of cell phones.
6. **Grading policy:** Usually, each instructor decides on the grading policy for a class but check with your department chair about whether there are also department requirements. Your syllabus should explain your point system, how many exams and assignments are graded, your policy on late papers, and the criteria you will use to determine the final course grade.
7. **Academic Dishonesty:** Many instructors include a statement about the consequence of academic dishonesty and plagiarism by citing Board Rule 9803.28. You cannot fail a student in your course for cheating or plagiarism. You may give them a failing grade on that assignment only.
8. **Information on where to obtain financial aid and tutoring:** Providing these resources can help prevent students from dropping out.
9. **Disability Accommodation** – It is required to include a disability accommodation statement on your syllabus directing those students with verified disabilities to seek help from the Office of Special Services (OSS), sometimes called DSPS or SSD on campus. If they need special accommodations for testing (more time or in a different environment), these students need to provide the appropriate paperwork to this office so you can comply with the required accommodation. If your student has an accommodation, your roster will have a link indicating an accommodation is required. Disability accommodations are not system wide and students have to register with each campus Office of Special Services in order for their accommodations to apply at the campus they are taking classes at.

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

How do I Handle Disruptive Students?

Faculty work hard to provide an environment where there is freedom to learn. When a student demonstrates unacceptable behavior that violates the District’s Standards of Student Conduct, such as verbal abuse of an

instructor or other student, dishonesty, disruption, willful disobedience, and other inappropriate behavior, there is a disciplinary procedure faculty should follow:

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

In rare circumstances a student may act out in a way that is threatening and creates a sense of urgency. In these cases, the verbal and written warning can be dispensed with and the student can be suspended immediately. If necessary, the V.P. of Student Services will carry out further disciplinary actions, such as longer suspensions and expulsions. At some colleges, notification of the disciplinary administrator is required or suggested at earlier stages. Check the policy at your college through your department chair. Check with your campus to see if there is a Behavioral Intervention Team (B.I.T.).

What is not Allowed in the Classroom?

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

Many campuses have also restricted outdoor smoking to designated areas only. It is unlawful for a student to use a tape recorder or similar electronic device in class without the consent of the instructor. Students with certain disabilities may have an accommodation to record lectures. This will appear as an approved accommodation by the Office of Special Services.

Am I Free to Choose my own Textbooks?

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

Do we have Academic Freedom?

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

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

What is the Deal with Sexual Harassment?

LACCD has a sexual harassment policy. A summary of this policy is printed in each college's catalog and on the Title IX website. It is important to read and understand this policy that protects both faculty and students. The policy does not limit academic freedom, so that a discussion of sexual ideas intrinsic to course content does not constitute sexual harassment. However, academic freedom does not allow discriminator or harassing conduct.

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

All faculty are required to complete annual online training on harassment and discrimination. When you receive an email notification, be sure to complete the training and submit proof of completion.

What to do if a Student Reports Sexual Harassment to you?

If you have a student who reports or discloses that they were sexually harassed, you have a responsibility to inform your campus Title IX coordinator. All faculty are required to complete annual Title IX training on the roles and responsibility as a mandated reporter and how to support our students during their vulnerable time.

Working Conditions

What is the Working Environment?

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

Do I get an Office?

The contract states, "Adjunct faculty shall have access to office space that is conducive to fulfilling their job duties. This space shall include a desk, a chair, a computer with internet and intranet (including Portal/ESS0 access, a telephone with voicemail, and secure storage space" (see Article 9.B.4). The department chair is supposed to arrange for you to have office space, but if the department does not have space, the college is expected to provide a space on campus to meet these requirements. You may use your classrooms before or after class, when available. Departments may have a workroom, and some colleges have a faculty lounge or library study room. Full-time faculty may allow adjunct faculty to use their offices when they are not on campus. Consult with your department chair.

Do I need to buy my own Supplies?

All faculty should have access to instructional supplies, reprographic, multimedia, and computer services, even on weekends and evenings, as well as at outreach and satellite locations, if possible. In addition, the

college should give you a key to your classroom or arrange to have the door unlocked before the class meeting time until a key is provided (see Article 9.C).

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

How can I be sure Students and Colleagues can Reach me?

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

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

What are Paid Office Hours?

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

What is my Office Hour Obligation?

You must provide 10 minutes of office hours for every standard hour (50 minutes) of instruction. For a 3-unit class on the compressed calendar, this translates to 35 minutes of office hours per week, per class (see Article 13.C). Faculty are paid on a 20-week calendar; however, we only work for 16 weeks. This explains why we continue to receive a paycheck after the semester has ended.

When do I Provide this Service?

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

Must I Provide a Timesheet for my Office Time?

No, you are not required to provide a timesheet. If a department chair or supervising administrator asks for your office hours time and place, you need to provide this information.

Is the Differential Paid During Summer and Winter Intersessions?

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

What is my Professional Development (Flex) Obligations?

Your obligation to fulfill professional development requirements is calculated on your weekly classroom hours, counting both fall and spring semesters during the academic year beginning July 1 and ending June 30. You must perform HALF the number of hours of flex activities as your weekly classroom hours. For example, if you teach two 3-hour classes in the fall semester and one 3-hour class in the spring semester, then our obligation is for 4 ½ hours of professional development activities for that year, since you taught a total of 9 classroom hours.

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

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

Can I be Reimbursed for Attending Conferences and Taking Classes?

Yes! If you attend a profession conference or take classes relevant to your subject field, you are eligible for partial reimbursement of conference expenses and tuition. The Guild negotiated funding from the District, which it provides to each college annually. Apply early (in July) to encumber the funds. Consult with the Professional Growth or Office of Professional Development department on your campus.

Can I Participate in the Academic Senate at my Campus?

This varies from campus to campus. Consult with the President of Academic Senate on your campus. Some campuses allow adjuncts to run for election to fill a vacant seat. Others appoint members and others allow adjuncts to attend meetings but not to vote. Most college senates now grant academic rank to adjuncts.

What Role can I play in my Department?

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

If a representative was not elected for your department 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 (see Article 17.B.3). All elections will come from the "AdjRepElection, your campus" email.

Will My Performance be Evaluated?

Your department chair or designee is supposed to evaluate you before the end of your second semester and at least once every six semesters after that (see Article 19.E.1). You are given ratings of “meet/exceeds expectations” or “needs to improve” on elements such as knowledge of the subject, classroom effectiveness, performance of responsibilities (including the syllabus requirements mentioned above), and sensitivity to diversity (see Appendix C). You can also submit your own self-evaluations, which can sum up contributions you have made to the department, special programs you have done with your student or recent professional growth initiatives you have undertaken. Your department chair or designee must inform you when a class observation will take place.

When will I Receive the Results of my Evaluation?

You must receive the results of your evaluation by the 12th week of the semester in which you were evaluated, and you then have 1- working days to submit written comments or request a comprehensive evaluation. An instructor with seniority may request a comprehensive evaluation if they receive an overall rating of “needs to improve” or “unsatisfactory” on a basic evaluation and this re-evaluation must take place the next semester (see Article 19.G). New contract language now requires a written improvement plan with professional growth activities for a faculty member who receives a less than satisfactory rating.

What is the Grievance Procedure?

A grievance is a process that seeks to remedy a clear violation of the collective bargaining agreement or of a District rule or regulation. It is not a complaint alleging unprofessional conduct by another faculty member. If you feel that a provision in the contract has been violated, you should first contact the campus grievance representative or the Chapter President (contact information is found in Appendix B of this guide) for guidance. Keep in mind, not all complaints are grievable. Some complaints might be resolved informally, and other conflicts are best handled through mediation. Either way, the Guild might be able to facilitate a resolution. Each campus has a grievance representative and Chapter President who may be able to help (see Article 28 for a full explanation of the grievance process).

Assignments and Seniority

Getting a class to teach begins with the department chair, who assigns courses to full-time faculty first to fulfill their standard load. They extra classes are assigned to adjuncts in seniority order to those on the department’s seniority list (which can consist of both full-time and adjunct faculty. Full time faculty on this list are referred to as “adjunct rate faculty”). Once all adjunct rate faculty with seniority have received a single assignment (one class or specific number of hours for non-classroom faculty). Once the first- and second-class seniority lists are exhausted, additional assignments are offered to those on the first seniority list as a pool and who are not full-time LACCD employees, and not necessarily in seniority order. For CTE disciplines, offers of additional assignments should be offered to all faculty on the first seniority list. Those not yet on a seniority list may receive no more than a single assignment unless the V.P. or designee and the AFT Chapter President approve an exception, which may be because of the need for special expertise or innovation (see Article 16.B).

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

Your official offer of assignment is emailed to your laccd.edu email by the end of the 10th week of the preceding fall or spring semester. Failure to respond in writing or by email within 10 days of receiving the offer is considered a refusal. So, check your district email frequently (see Notification Timeline in Appendix E of this guide).

A previous change to our contract allows adjuncts with seniority in the district (not just at the particular college with a job opening) to be hired as a Consulting Instructor or Instructor Special Assignment. These are often long-term or full-time positions with medical benefits. All open positions are posted on the [district's website](#) under Academic Job Openings or you can ask your college's Office of Academic Affairs.

Many adjuncts are assigned to outreach locations (such as high schools). You can receive mileage reimbursement if you need to travel between the college campus and these sites (see Board Rule Chapter VII, Article V, Section 7500 on the [district website](#) and obtain forms online).

How does Seniority Work?

Adjunct instructors in LACCD enjoy reemployment rights as detailed in Article 16 of our contract. These seniority rules are complicated but offer significant protection for adjuncts (see Article 16 or ask your Chapter President if you have questions about seniority rights or think your rights have been violated).

What are Seniority Rights?

Seniority rights entitles you to an assignment – for classroom adjuncts, it is one class of a set number of hours. For non-classroom adjuncts, it is a set number of working hours. For example, if you were offered two seniority assignments in spring, you must be offered a second class before someone else if offered one.

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

The lists are required to be provided to all adjunct faculty members by the 8th week of the fall and spring semesters, either on your campus website or through your department chair or V.P. of Academic Affairs (see Article 16.B.3 of the contract and Appendix E - Notification Timeline of this guide for more information).

How is Seniority Determined?

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

Can an Instructor be Placed on more than one Seniority List?

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

Can an Instructor on a Seniority list be “Bumped” from a Class?

Bumping can occur if a campus’ class offerings in a discipline is reduced. In this case, instructors lose classes in reverse seniority order (e.g., those with the least seniority are bumped first) and all with a second class must be reduced to one class before anyone on the seniority list in a discipline is terminated for the semester. Also, a full-time instructor may bump an adjunct if the class is needed to complete the full-timer’s schedule. In this situation, if the bumped adjunct on a seniority list loses their assignment, they may bump an instructor with less seniority. A full-timer who bumps an adjunct should bump the least senior person possible, even if it results in the full-timer exceeding five work blocks. Bumping may only occur during the first two weeks of a semester (see Article 16.F).

What Happens if I Lose my Assignment or Refuse one?

If you are not offered a class due to a reduction in the offerings, you will remain on the seniority list for six semesters. Adjuncts on parental leave of absence will remain on the list for up to two semesters. If you refuse an assignment for three consecutive semesters, or four out of five consecutive semesters, you are removed from the list. There are exceptions made for adjuncts who have PACE, Consulting Instructor, or Instructor Special Assignment positions.

How Much can I teach?

California law prohibits adjunct instructors from working more than 67% of a full-time instructor’s classroom teaching load or the weekly hours worked by a counselor or librarian. The standard load of teaching hours varies by discipline (see Article 13, Table A for discipline specific hours). For example, the standard load is 15 hours for a full-time History instructor. An adjunct may be assigned up to 10 hours per week. In a discipline like English where the standard load is 12, and adjunct may be assigned up to 8 hours per week.

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

Winter and Summer Intersessions

What are the Rules for Winter and Summer Intersessions?

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

What is the Priority for Intersession Hiring?

The contract specifies the following hiring priorities:

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

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

What is Intersession Pay?

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

Will these Assignments Count Against the State’s 67% Limit?

No. Winter and summer intersession assignments are not included in the calculations limiting adjuncts during the regular semesters to 67% of a full-time load.

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

Administrative

Salaries

The District has agreed in principle to the concept of *pro rata* pay, or equal pay for equal work. The agreement reads as follows: “The District will pay part-time temporary faculty for a course (or other appropriate unit of work), not hours,” so essentially, we are paid for a 20-week semester not for the exact number of hours we teach. All current and previous salary schedules are posted on the [AFT Guild website](#).

How is the State Equity Money being Distributed in LACCD?

A boost for adjuncts has been the allocation of equity funds by the State of California to bring adjuncts closer to achieving pay equity with their full-time colleagues. Funding for this varies. Our district’s share is paid out in the form of a differential added to the adjunct salary schedule of those teaching classes in the 12, 15, and 18- hour disciplines. In addition, the district has added a parity differential for adjuncts in the 12 and 15-hour

disciplines to help bridge the disparity between salaries of adjunct and full-time faculty (see Appendix D, Salary Schedule of this guide and on the [AFT Guild website](#)).

How can I be sure I'm being Paid Correctly?

There is no one in the district or at your campus(es) who checks to see whether you get paid the right amount or get paid on time. This is entirely up to you. However, the Guild website has an automatic calculator that can help you determine if your pay is correct. Go to the [AFT Guild website](#) and look under the Adjunct Faculty tab.

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

How do I read the Columns and Steps?

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

If your pay is automatically deposited into your bank account or credit union, you will receive your paystubs by email to your district email. You can link your district email to a personal email address through LACCD employee portal from a campus computer. You can also change your mailing address and update other information.

How do I read my Pay Stub?

Check your pay stub carefully. The [district website](#) has bulletins on how to interpret the codes and forms to allow you to make changes.

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

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

Where do I file a Change of Address?

File a change of address in the LACCD employee portal from a campus computer. It is a good idea to provide Academic Affairs with the change of address too.

What are Ancillary Activities?

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

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

Remember, you cannot also claim professional development (Flex credit) for activities which you are paid.

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

Leaves

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

Am I Entitled to Sick Leave?

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

What Other Types of Paid Leaves do we get?

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

Many leaves, such as sabbaticals, are not available to adjunct faculty. Other leaves can be taken but are unpaid (see Article 25). If you take an unpaid leave and refuse an assignment for three consecutive semesters or four out of five consecutive semesters, you are removed from the seniority list.

Please note, as adjuncts in the district we do not pay into or earn state disability benefits. If you need to go out on a long-term leave, you will need to file with Human Resources regarding options available to you.

Medical Benefits

Can I Obtain Medical Benefits?

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

Who Qualifies for Partially Paid Medical Benefits?

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

- are employed in the current fall or spring semester
- work at least 0.33 FTE in any combination of college in the district
- have taught at least a 0.20 FTE load for three out of the last eight semesters (see Article 13.D.5 and Article 13 Table A).

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

It is not necessary to enroll in the medical plans in order to purchase vision or dental plans. In addition, adjuncts who teach a 50% or higher load, may receive free individual vision coverage. Enrollment for this free benefit is required. The District will pay for half of the employee-only dental premium. Check information on plans, rates, and enrollment for adjunct faculty on the [district's website under Adjunct Faculty Benefits page](#). The Benefits Information line is: (888) 428-2980 or you can send them an [email](#).

Will I have to Re-enroll During Open Enrollment?

Adjuncts are no longer required to "confirm" their enrollment during Open Enrollment in the fall. Once you are enrolled in the plan(s), your deductions will continue, or "rollover" into the new plan year (which begins

January of the following year) automatically. This obligates you to stay within the chosen plan(s) for 12 months (unless eligibility is lost). The price and coverage within the plans (and therefore your premiums) may vary from one calendar year to the next due to decisions made by the providers. Therefore, it is important that you check the District website for information on rates for the next calendar year during each Open Enrollment period. Since qualifying for district-paid coverage is dependent on the verification of your assignment, if you are denied coverage due to the college reporting information late, the district will cover your premium costs retroactively.

Can I Obtain Benefits if I do not Teach a 0.33 FTE Load?

No. The only adjuncts who qualify for District plans are those who meet the criteria for partially paid premiums through the POP plan as described above. Adjuncts who are in Social Security will need to switch to a STRS plan to qualify.

Qualifying life events (also known as a Life Status Change) such as the loss of health coverage under a spouse's employment, change in dependents, etc. allows you to make changes to medical coverage at any time during the year. Contact the Benefits Information Line at (888) 428-2980 or send them an [email](#) for more information on qualifying life events.

What are Premium Rates?

To see the rates for the current year and next calendar year, visit the [District Health Benefits website](#). Because health benefits are paid in 10 pay warrants, District contributions are adjusted accordingly to meet the equivalent of 12 contributions.

Can I Obtain Mental Health Counseling?

A benefit available 24/7 at no cost to adjuncts is psychological counseling through the Employee Assistance Program (EAP), which also covers anyone living in your household. You are entitled to six sessions per incident, using the services of licensed mental health professionals to help with issues such as marital relations, parenting, depression, stress, and more. The program also offers consultations on legal and financial matters. Visit the Managed Health Network's [website](#) or call them at (800) 327-0449 using company code LACCD

Becoming a Full-Time Faculty Member

How can I Become One?

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

The [District website](#) lists full-time and part-time job openings at all of the LACCD campuses. Click on the Employment link and check frequently. New jobs are added often. You may also want to register with the [CCC Registry](#) for job listings in California Community Colleges.

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

We have found these tips to be helpful:

- **Participate:** Be active on campus and make yourself known. Attend department meetings and volunteer to serve on committees. Serve on Academic Senate if your campus allows it. Get to know people by going to meetings and social gatherings. It helps to be known and well-thought-of, particularly as an instructor whom students recommend to others. You might volunteer to be an advisor for a student organization.
- **Be persistent:** Apply whenever there is an opening for which you are qualified. Try not to be demoralized – it is not uncommon for people to try for years before they finally land a full-time position.
- **Be aware:** Get to know the department chairs in disciplines for which you are qualified. Let your chairs and V.P. of Academic Affairs know that you are interested in full-time employment.
- **Stay current:** Continue your education and professional development. Constantly work on your qualifications and stay abreast of new technology and developments in your field.

Unemployment Benefits

Can I Receive Unemployment Benefits?

Yes! Since adjunct faculty are considered temporary employees who work without permanent contracts, we are not guaranteed a “reasonable assurance” of continuing employment. Adjunct faculty are eligible to receive unemployment when they are not working or when their workload is reduced, even if they earn income from other sources. EDD will determine if your earnings qualify you to receive benefits.

You may file a claim with EDD at the end of each semester. Full-time faculty are on break, adjunct faculty are not on break or recess, as we are temporary community college instructors and our assignments end.

You may File a Claim with EDD:

- At the end of a semester
- If you are earning less now than last semester. The last day worked is the last day of finals even if you continue to get paid for that work at a later date. So, if you want to file for benefits, file after your last final exam.

Sometimes EDD personnel are not aware that, unlike K-12 teachers, we are entitled to collect unemployment in the winter and summer when we are not teaching. If you are denied benefits on the basis of having reasonable assurance of future employment, cite the *Cervisi* decision (see Appendix F for the full text in this guide). You can find helpful documents to walk you through the EDD process on the [AFT Guild website](#) under “Adjunct Faculty” and “Unemployment Benefits Information” tabs.

It is advisable to read the documents carefully **before** starting the EDD [application](#). The documents are:

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

Whom can I contact for help?

Check the Guild website for our EDD workshops at the end of each semester, when adjunct faculty complete applications together in a computer classroom. If you still have questions, contact the Guild EDD Ombudsperson posted on the [AFT Guild website](#) under “Adjunct Faculty” and “Unemployment Benefits Information” tabs.

Retirement Benefits

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

- Do you have social security earning through other employment? Being in any alternative pension plan in California, including CalSTRS DB and CB plans may result in reductions to your social security benefits.
- Do you plan to work enough to become vested? In CalSTRS DB, you become vested after having 3,000 hours of service credit (generally the equivalent of five years working full-time). Credit can be earned in a number of ways, including teaching intersessions, working in more than one district, and performing other creditable services.
- Those who retire from STRS after January 1, 2013 and return to work within the first 180 days post-retirement will lose one dollar of their pension income for each dollar earned for any CalSTRS covered employment within the first 180 days only. Post-retirement has an annual income limitation for any CalSTRS-covered work before the pension amount is reduced.
- If you are in PARS or CalSTRS CB, you may switch to DB, but you may not transfer to another plan from CalSTRS DB. If you have not had any contributions placed in PARS for two years, you may request that your funds be transferred into an IRA or another plan. *Please note that PARS is no longer open to new enrollees as of 2017.*
- For more information on how to switch, contact CalSTRS by visiting their [website](#) or calling (800) 228-5453.

Before selecting a retirement option, or deciding to switch, you should review the different options carefully. For more detailed information, including a comprehensive PowerPoint, see our adjunct retirement resources on the Guild [website](#). There is a brief table outlining the different retirement benefits eligible to adjunct faculty in this guide (see Appendix G in this guide).

You are also eligible to participate in the tax-sheltered annuity programs (403b and 457 accounts) through automatic payroll deductions. Monthly deposits into these accounts will reduce your taxable income. For more information on plans and directions of enrolling, visit the [CalSTRS 403b website](#).

Medicare Part B

Medicare Part B is for full-time LACCD employees only. Adjunct faculty are not eligible, however AFIC did make some major improvements for retired adjuncts with the 2020 contract negotiations. The previous contract stated adjuncts who retired only had the option of paying 102% of the medical premium if they wanted to maintain coverage. If an adjunct retired, they lost access to the district contribution to their medical premium. These are the new improvements:

- Adjuncts can retire at 65 years from their retirement system (Defined Benefit or Cash balance only and receive a retirement payment as an annuitant.)
- Adjuncts can start drawing retirement funds.
- Retirement system deductions made from paychecks will stop and go back into hourly pay if you continue to teach after retiring. This is dependent upon the plan you are in (Defined Benefit or Cash balance).
- If you retire, and choose not to continue teaching, adjuncts continue to have the right to buy into any CalPERS plan offered to active employees, but you are responsible for making the entire premium + 2% administrative charges. This is for Defined benefit or Cash balance plans only and if you are receiving a retirement payment as an annuitant.
- **(NEW)** If you retire and return and continue to teach at a qualifying level (0.33 of an FTE) the district will continue to give you the contracted dollar amount contribution towards your medical premiums.
 - It applies to any plan
 - Including the Medicare supplemental plans
 - Medicare Part B is mandatory when you retire and yes, these funds would be available to you to use for that also.
- Due to California Government code, CalPERS Rules, and the IRS, the district cannot maintain you in the system as if you were still active.
 - You must retire to get this benefit:
 - start paying the 102% of your premium yourself up front.
 - and or enroll in Medicare part B
 - request reimbursement for premiums paid, and the district will reimburse up to the current amount. (remember this only applies if you continue to teach at 0.33 after retirement.
- Note: A 6-month waiting period-applies to all retirees
 - If you wait out the 6 months before you return to teach it will have no effect on the amount you receive from your retirement system.
 - If you do not wait the 6 months and just continue to teach after retiring, for the first 6 months you will be required to payback dollar for dollar any amount that you received from your retirement and from that point forward it will no longer effect your retirement benefit.
 - Which way makes best financial sense will be up to the individual, there are pros and cons to both choices.

Windfall Elimination Provision (WEP)

Insert details about Windfall Elimination Provision here

According to the Social Security Administration, you can avoid the WEP when you are receiving a pension from non-covered employment, e.g., employment for which you didn't pay Social Security taxes, when you accrue 30 or more years of substantial earnings under Social Security.

Appendix A: Campus Checklist

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

1. Procedure when absent: _____
2. Employee number: _____
3. Department/Division chair name and number: _____
4. How to access your email on campus: _____
5. Office availability or computer access for your use: _____
6. How to obtain supplies: _____
7. How to get campus parking: _____
8. How to get keys to rooms, offices, and bathrooms: _____
9. Department meetings: _____
10. How to access AV equipment: _____
11. How to access copying services: _____
12. How to access your mailbox: _____
13. How to access your voicemail: _____
14. How to access your office space, phone, and file cabinet: _____
15. Academic Senate contact: _____
16. Your adjunct department/division representative: _____
17. Your AFT Chapter President: _____
18. Your Grievance Representative: _____
19. Your AFIC (Adjunct Faculty Issues Committee) representative: _____
20. Sherriff's office phone number: _____

Appendix B: Chapter Representatives

College	Position	Name
City College	Chapter President	Christine Park
	AFIC Representative	Erinn Horton
	AFIC Representative	Vacant
	Grievance Representative	Nate Lorentz
East Los Angeles College	Chapter President	Michelle Benjamin
	AFIC Representative	Felipe Agredano
	AFIC Representative	Vacant
	Grievance Representative	Consuelo Rey
Harbor College	Chapter President	Mario G. Valdez
	AFIC Representative	JoNeen Ohlaker
	AFIC Representative	Kevin Smith
	Grievance Representative	Reza Farzin
Mission College	Chapter President	Vilma Bernal
	AFIC Representative	Chris Cofer
	AFIC Representative	Gabriel Kovnator
	Grievance Representative	Jacob Skelton
Pierce College	Chapter President	Brian Patrick Walsh
	AFIC Representative	Kathleen Addison
	AFIC Representative	Karen Sabbah
	Grievance Representative	Curt Duffy
Southwest College	Chapter President	Sandra Lee
	AFIC Representative	Picolya Robinson
	AFIC Representative	Jessica Saint-Paul
	Grievance Representative	Kristine Wright
Trade Tech College	Chapter President	Joseph Guerrieri
	AFIC Representative	Lou Siegel
	AFIC Representative	Iris Zelaya
	Grievance Representative	Armine Javadyan
Valley College	Chapter President	Ruby Christian-Broughman
	AFIC Representative	Hasmik Araklyan
	AFIC Representative	Renee Berg
	Grievance Representative	Larry Nakamura
West Los Angeles College	Chapter President	Grace Chee
	AFIC Representative	Kenyatta Bakeer
	AFIC Representative	Michael J. Harris, Ed. D.
	Grievance Representative	Eric Wang
LACCD District	Chief Grievance Officer	Darrell Eckersley

Chapter Presidents updated 09/20/2020
[Grievance Representatives](#) updated 02/08/2021

Appendix C: AFT Benefits and Membership Form

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

If your pay stub says "1521 Member," then you are already a member and you have nothing left to do but enjoy the benefits. If your pay stub says "1521 fee payer," then you are not a member. It costs you NOTHING to join since agency fees equivalent to union dues are deducted from all adjunct paychecks. If you are unsure of your status, fill out a card anyway – it will not result in you a paying more dues.

There are several ways to submit your union membership card (see membership card on next page):

1. Mail it to LA College Faculty Guild – 3356 Barham Blvd., Los Angeles, CA 90068
2. Send it through campus mail addressed to your AFT Chapter President
3. Fill it out [online](#).

JOIN LOS ANGELES COLLEGE FACULTY GUILD AFT 1521

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

TO THE BOARD OF TRUSTEES

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

Signature _____ Date _____

AUTHORIZATION FOR DUES WITHHOLDING AND EARNINGS

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

Signature _____ Date _____

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

3356 Barham Boulevard, Los Angeles, California 90068

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

To become a Guild member, sign this membership form. Print, sign, and mail the card to Los Angeles College Faculty Guild, AFT 1521 – 3356 Barham Boulevard, Los Angeles, CA 90068 or return it to your college's [Chapter President](#).

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

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

A \$5,000 Group Term Life Insurance policy is available to new AFT members at no cost for one year. Go to <https://www.aftbenefits.org>, click on New AFT Member \$5,000 Group Term Life Insurance Benefit.

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



Appendix D: Timeline Notification

WE NEED TO INSERT AN INTRODUCTION SENTENCE HERE

Notification	Contract Requirement
Rosters by Faculty <ul style="list-style-type: none"> • Census Rosters • Mandatory Exclusion Rosters • Active enrollment rosters 	See LACCD Administration Regulation E-13 <ul style="list-style-type: none"> • Second week of the semester • 8 business days after Census • The day before the last day to drop with a W
Seniority Lists: Chairs provide updated seniority discipline lists to V.P.	By census date (see Article 16.C.4)
Fall & Spring semester offers: <ul style="list-style-type: none"> • Chair sends availability grids • Chair sends out proposed offers • Chairs send staffing to Academic Affairs • Academic Affairs sends out offers 	In a timely manner (see Article 15.A.2) <ul style="list-style-type: none"> • Week 1 of preceding semester • Week 5 of preceding semester • Week 9 of preceding semester • Week 10 of preceding semester
Bumping or Class Cancellation (determined by Academic Affairs)	This is only allowed within the first two weeks of the semester (see Article 16.G.1)
Intersession: <ul style="list-style-type: none"> • Notices to faculty to determine availability • Chair submits intersession priority lists to Dean • Initial offers of assignment for next intersession • Required response from faculty for intersession assignment offer 	See Article 15.A.2 <ul style="list-style-type: none"> • End of 3rd week of preceding semester. • End of 4th week of preceding semester • End of 6th week of preceding semester • End of 8th week of preceding semester
Evaluations: <ul style="list-style-type: none"> • Chair or designee conducts faculty evaluation • Evaluation outcome due to evaluatee • Evaluation response and/or request for comprehensive evaluation by evaluatee 	<ul style="list-style-type: none"> • Before the end of 2nd semester and at least once every 6 semesters after that (see Article 19.E.1) • Week 12 (see Article 19.G.2) • Within 10 business days of receipt of evaluation results (see Article 19.G.2)
Grades Due	No later than 5 business days after the last day of finals (see Article 13.D.8.g).
Department Chair Elections	Spring semester – Adjunct department representatives vote (see Article 17.2.b).
Adjunct Representative Elections	Spring semester on even years (see Article 17.B.3).

Appendix E: Unemployment Benefits & the *Cervisi* Decision

Subject: *Cervisi et al. v. Unemployment Insurance Appeals Board*

I. Summary

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

II. Background

A. Court Case

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

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

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

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

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

The Court of Appeal adopted the Supreme Court’s findings and held that a contingent assignment is not a “reasonable assurance” of continued employment within the meaning of Section 1253.3.

B. Reasonable Assurance Prior to *Cervisi*

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

The Department applied the principles established in *Russ* to employees who worked in a professional capacity as well as to those who worked in a nonprofessional capacity. These individuals who are employed by the schools have generally attained permanent civil service status and are assured of employment if they have not been given appropriate notice of termination.

C. Effect of *Cervisi*

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

D. Substitute Teachers

The provisions of *Cervisi* do not apply to substitute teachers. We will continue to apply the principles in Long Beach. The Court of Appeal in *Cervisi* made reference to the trial court distinguishing *Cervisi* from Long Beach (see Section III.A.3 of the School Employer Claims Handbook for a discussion of the Long Beach case).

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

III. Reference

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

IV. Action Required

A. Completion

Follow existing procedures as contained in the School Employee Claims Handbook, Section IV.B, for scheduling the claim appropriately. There are no changes in these instructions. If the claimant states that they have an offer to work with a school employer, schedule the claimant for a determination interview

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

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

C. Token Offer of Employment

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

D. Offer of Employment with Other School Employer

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

Appendix F: Adjunct Retirement Plan Options

	STRS Defined Benefit (DB)* Classic ¹	STRS Defined Benefit (DB)* PEPPRA ²	STRS Cash Balance (CB)	PARS ³	Social Security
Employee Contribution	As of: July 1, 2016: 10.25%	As of: July 1, 2016: 9.205%	4.0% of salary**	3.5% of salary	6.2% of salary
LACCD Contribution	As of: July 1, 2018: 16.28% July 1, 2019: 18.13% July 1, 2020: 19.10%	As of: July 1, 2018: 16.28% July 1, 2019: 18.13% July 1, 2020: 19.10%	4.0% of salary	4.0% of salary	6.2% of salary
Vesting	5 years full-time teaching – adjunct will take longer to vest; e.g. 50% annual load would require 10 years of service	5 years full-time teaching – adjunct will take longer to vest; e.g. 50% annual load would require 10 years of service	Immediate	Immediate	40 calendar quarters
Benefits Summary	Lifetime monthly allowance based on service credit x age x salary formula (2% at 60)	Lifetime monthly allowance based on service credit x age x salary formula (2% at 60)	Choice of lump sum (annuity options with account balance over \$3,500)	Lump sum paid = total contributions plus interest accrued	Lifetime monthly payments, minus possible offsets via Windfall Elimination Provision (WEP)***
Early Withdrawal	Receive only employee contribution, lose employer contributions	Receive only employee contribution, lose employer contributions	Receive employee + employer contribution. Federal income tax may be withheld. Employee needs to file resignation with LACCD	Receive employee + employer contribution	Not possible
Additional Information	*Contribution rates for employees and employers are increased incrementally starting July 1, 2014 as per AB 1469 (Bonta) and will continue through 2021. Visit CalSTRS for additional information	*Contribution rates for employees and employers are increased incrementally starting July 1, 2014 as per AB 1469 (Bonta) and will continue through 2021. Visit CalSTRS for additional information	**The employee contribution rate cannot be less than the employer contribution rate, starting with contracts entered into or changed on or after January 1, 2014. See CalSTRS Cash Balance Benefit Program for additional information.	Please contact LACCD retirement unit when requesting the “PARS Request for Distribution” form at (213) 891-2205. If you need to contact PARS directly, their number is (800) 540-6369.	***Visit the Social Security Administration for additional information regarding the WEP offset

¹ STRS Defined Benefit (DB) Classic Plan: Traditional DB plan for all certificated employees hired before December 31, 2012. DB retirement benefits are based on a formula set by law using your age, service credit, and final compensation.

² STRS Defined Benefit (DB) PEPPRA: All new certificated employees hired on or after January 1, 2013, and were not already members of the Defined Benefit, are required to enroll in STRS DB and CB PEPPRA plans

³ PARS is no longer open to new enrollees, as per Executive Board Decision in Spring 2017.

Appendix G: Websites Linked in the Adjunct Survival Guide

Website Title	Link
AFT1521	www.aft.1521.org
AFT Salary Schedule	http://www.aft1521.org/index.cfm?zone=/unionactive/view_article.cfm&HomeID=196486&page=Contract
Membership form	https://leadernet.aft.org/webform/los-angeles-college-faculty-guild
CA Community Colleges Registry	https://www.cccregistry.org/jobs/searchForm.aspx
CALSTRS	www.calstrs.com
403b & 457 plans	http://www.calstrs403bcomply.com/
Cash Balance Benefit	https://www.calstrs.com/cash-balance-benefit-program
Chapter Representative Emails	
City College	Chapter President: Christine Park – parkcj@lacitycollege.edu AFIC Representative: Ernn Horton: erinnhorton.aft1521@gmail.com AFIC Representative: Vacant Grievance Representative: Nate Lorentz – nate.lorentz.aft1521@gmail.com
East Los Angeles College	Chapter President: Michelle Benjamin – benjammd@elac.edu AFIC Representative: Felipe Agredano: agredan@yahoo.com AFIC Representative: Vacant Grievance Representative: Consuelo Rey – consuelorc@aol.com
Harbor College	Chapter President: Mario G. Valdez – lahc1521@gmail.com AFIC Representative: JoNeen Ohlaker: professorohlaker@gmail.com AFIC Representative: Kevin Smith: czarsmitty@gmail.com Grievance Representative: Reza Farzin – rezafarzinedu@gmail.com
Mission College	Chapter President: Vilma Bernal – bernalva@lamission.edu AFIC Representative: Chris Cofer: cofercw@gmail.com AFIC Representative: Gabriel Kovnator: KovnatG@lamission.edu Grievance Representative: Jacob Skelton – skeltolj2@lamission.edu
Pierce College	Chapter President: Brian Patrick Walsh – brianpatrickw@gmail.com AFIC Representative: Kathleen Addison: dropahouseonme@gmail.com AFIC Representative: Karen Sabbah: karensabbah.aft1521@gmail.com Grievance Representative: Curt Duffy – curtduffy@gmail.com
Southwest College	Chapter President: Sandra Lee – sandraleephd@aol.com AFIC Representative: Picolya Robinson: drpmccall@gmail.com AFIC Representative: Jessica Saint-Paul: AFIC1521@gmail.com Grievance Representative: Kristine Wright – mylascview@gmail.com
Trade Tech College	Chapter President: Joseph Guerrieri – joseph.guerrieri@gmail.com AFIC Representative: Lou Siegel: laborlou1@gmail.com AFIC Representative: Iris Zelaya: Zelaya_iris@ymail.com Grievance Representative: Armine Javadyan – armjav@hotmail.com
Valley College	Chapter President: Ruby Christian Brougham – rubbybrou@hotmail.com AFIC Representative: Hasmik Araklyan: Haslave@gmail.com AFIC Representative: Renee Berg: landrberg@sbcglobal.net Grievance Representative: Larry Nakamura – drnak@socal.rr.com
West Los Angeles College	Chapter President: Grace Chee – GraceChee.AFT1521@gmail.com

	AFIC Representative: Kenyatta Bakeer: kenyattabakeer59@aft1521@gmail.com AFIC Representative: Michael J. Harris, Ed. D: socteach.mjh@gmail.com Grievance Representative: Eric Wang – EricWang.AFT1521@gmail.com
LACCD District	Chief Grievance Officer: Darrell Eckersley – lascaft@aol.com
EDD	http://www.edd.ca.gov/
Electronic Curriculum Development	https://ecd.laccd.edu/
Grievance Review Committee	http://aft1521.org/?zone=/unionactive/view_article.cfm&HomeID=370779&page=Grievance20Reviews
LACCD District website	http://www.laccd.edu/
Adjunct Faculty Benefits	https://laccd.edu/Departments/HumanResources/healthbenefits/Pages/Adjunct-Faculty.aspx
Administration Regulation	http://laccd.edu/About/Pages/Admin-Regs.aspx
Benefits email address	Healthbenefits@email.laccd.edu
Managed Health Network	https://www.mhn.com
Social Security Administration	https://www.ssa.gov
Windfall Elimination Provision calculator	https://www.ssa.gov/benefits/retirement/planner/wep.html

LA College Faculty Guild, AFT 1521
(323) 851-1521
www.aft1521.org

