AGREEMENT

between the

Los Angeles Community College District

and the

Los Angeles College Faculty Guild
Local 1521,CFT/AFT, AFL-CIO

July 1, 2020 through June 30th, 2023

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Article 1

Preamble

The Los Angeles Community College District Board of Trustees (hereafter referred to as the Board), and the Los Angeles College Faculty Guild, Local 1521, AFT/AFL-CIO (hereafter referred to as the AFT), join in dedication to the students and community they serve and hereby enter into this Agreement in a spirit of mutual commitment to the enhanced welfare, excellence and prestige of the Los Angeles Community College District (hereafter referred to as the District).

Article 2

Exclusive Representative

The Board of Trustees hereby recognizes that the AFT was certified by the Public Employment Relations Board as the exclusive representative for the Faculty Unit in accordance with the California Educational Employment Relations Act, Government Code Section 3540-3549.3.

Article 3

The Faculty Unit

The Faculty Unit shall include all full-time and part-time faculty employees including, but not limited to, those categories listed below and all persons serving as substitutes in those categories. For a complete list of class codes and titles in the Faculty Unit see Appendix H. The Faculty Unit may be modified in accordance with the rules and regulations of PERB. Any such approved modification automatically becomes a part of this Agreement.

Instructor

Counselor

Instructor-Advisor

Librarian

Nurse

Disabilities Specialist

Learning Disability Specialist/Instructor

Athletic Director

Child Development Center Teacher

Coach, Head Walk-On

Director, Child Development Center

Director, Nursing Program

Department Chair

Instructor Special Assignment

Consulting Instructor

Faculty Representative

Article 4

Academic Freedom

The Faculty shall have the academic freedom to seek the truth and guarantee freedom of learning to the students.

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 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, Equity, and Inclusion
(ODEI).

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 report those concerns to the appropriate college vice president for consideration, resolution, or referral by submitting an incident report form. 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 whether 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.

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.

Article 6

General Provisions

A. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary and mutual consent of the parties in a written and signed amendment to this Agreement.

B. All public, non-confidential written information of the District provided in reports to management or the Board of Trustees shall be provided to the AFT upon issuance without specific request, provided such report is on a standing request list maintained by the AFT. All public, non-confidential written information given general distribution to management necessary for the enforcement of the contract shall be provided to the AFT upon issuance and/or distribution. In compliance with Government Code Section 54957.5, all Board agendas and other writings of the District distributed to the Board of Trustees in connection with a matter subject to discussion or consideration at a public meeting of the Board, except for those writings exempt from public disclosure under Government Code Sections 6253.5, 6254, or 6254.7, shall be made available to the AFT pursuant to Government Code Sections 6253 and 6256 without delay.

C. The Board shall not discriminate against faculty members or applicants for faculty positions because of their membership in the AFT or because of their exercise of other rights to meeting and negotiating as provided by law.

D. This Agreement shall modify, replace or add to any policies, rules, regulations, or procedures of the Board and the District which shall be contrary to or inconsistent with any provisions of this Agreement. The Board or its representatives shall take no action to adopt or modify any written policy, rule, regulation or procedure governing conditions of employment in effect at the time of this Agreements execution and which is not super-ceded by this Agreement without consulting with the AFT in a good faith effort to reach agreement.

E. This Agreement is not intended to modify or replace by any of its terms the rights of every faculty member in the bargaining unit under the law. Both parties agree to comply with state and/or federal laws.

F. In the event that any provisions of this Agreement are or shall be at any time determined to be contrary to law by a court of competent jurisdiction, all other provisions of this Agreement shall continue in effect.

G. Rights and benefits of faculty members as set forth in this Agreement shall be made part of any individual contract of employment when and if issued to any faculty member.

Article 7

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. 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 Guild.

The AFT shall determine the percentage amount to be deducted and advise the District of the percentage to be withheld in each particular case. Such deductions shall be effectuated as soon as it is administratively feasible. Additional deductions shall be remitted by the District in accordance with law or mutual agreement of the parties. Such deductions shall include 403 (b), 457 (b), COPE, legal defense, IRC-125 accounts, and insurance.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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 with 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 on-boarding 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 9 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) they 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 them to carry out their 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 College and Career Access Pathway (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 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 shall be maintained with scheduled inspections at a minimum of Association of Physical Plant Administrators (APPA) cleaning standards level 3 and routine maintenance, including cosmetic 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 storage space.

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, 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

1. 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 should develop a plan and budget for replacement and upgrading of technology, software, and equipment. Whenever practicable, the District shall use best practices and approved standards for district-wide procurement to acquire software and online training programs for the colleges.

2. 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 who conduct activities on campus shall conduct themselves 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 cleaning initiatives. These include 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 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.

1. Faculty members shall comprise at least 50% of the whole committee. Faculty members shall also total at least twice the number of administrator members.

2. The chairperson of the College WEC shall be one of the faculty members and shall be elected by the committee. The chairperson shall be reassigned a 0.2 FTE. The term of office shall be two (2) years.

3. Training in risk management shall be provided to assist committee members.

4. 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

i. 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.

ii. The Work Environment Committee shall track its recommendations and report the results to the faculty.

iii. At the request of WEC, the president or designee shall provide the following:

1. A copy of the quarterly report on projects underway
2. Reports on progress and status of WEC recommendations
3. A District comprehensive emergency plan annually with college appendices
4. Information related to OSHA and ADA compliance
5. Classroom occupancy and hazardous materials information and signage

5. 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:

a. Organizing WEC meetings, establishing meeting agendas, and keeping meeting records.
b. 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.
c. Assisting the college administration's efforts to implement policies or procedures recommended by the WEC.

d. 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.

e. 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 10

Academic Calendar and Flexible Calendar Program

The academic calendar shall serve the educational and workplace needs of the students and the district community service areas that comprise the Los Angeles Community College District. A myriad of factors contribute to enrollment demands at each of the colleges. These factors include, but are not limited to, differences in student population, service area needs, feeder high school calendars, customized articulation and transfer agreements with local baccalaureate granting institutions and competition from neighboring community colleges.

A. The default academic calendars for the 2020-2021, 2021-2022 and 2022-2023 academic years are those set forth in Appendix M. If a college wishes to establish a calendar other than those contained in Appendix M, it may do so subject to meeting all legal requirements, the approval of the College Calendar Committee (see below), the AFT, and the District.

B. Colleges desiring to change to a different calendar shall follow these steps:

1. A college may begin the process of selecting a different calendar option by forming a Campus Calendar Committee. This committee shall be composed of equal representation from the AFT, Academic Senate, and administration. Representatives from the Associated Student Organization, staff, and community may be invited to participate.

2. The Calendar Committee shall conduct an assessment of the educational and workplace needs of the college's students and local community service area. This assessment shall serve as the basis for recommending a calendar option that meets the college's needs.

3. The recommendation of the Calendar Committee and assessment of needs report shall be submitted to the college president and the AFT chapter president for final approval or disapproval. A decision shall be made no later than fifteen (15) days from the date the Calendar Committee's recommendation and report were submitted.

4. **Timeline:** The calendar selection process must be completed no later than the start of the spring semester in order to be implemented in the fall of the next academic year. Whichever calendar option is selected and approved, it shall always be implemented in the fall of the next academic year.

5. **Restrictions:** No more than one calendar change in a three (3) year period commencing with the first year of change shall be permitted.

C. **Compressed Calendar Protocols and Guidelines.** *(As used in this section, the term "compressed calendar" refers to any calendar for the primary fall or spring terms that is fewer than eighteen (18) weeks in length.)*

1. The following general principle applies to compressed calendar assignments: working on a compressed calendar shall not result in a classroom or non-classroom faculty member receiving either higher or lower pay during the primary fall and spring terms than that faculty member would receive if they were working on a regular 18-week calendar.

2. Classes offered during a compressed calendar will be managed to conform to Carnegie Unit requirements (see Board of Trustees' Administrative Regulation E-97).

3. Unless otherwise agreed by the college, the default calendar for C-basis librarians shall be the same as the classroom faculty at their college. At colleges where librarians follow the compressed calendar, winter intersession librarian assignments shall be considered extra or adjunct assignments, and Article 15 shall apply. C-basis counselors, child development center teachers, and other C-basis non-classroom faculty will work on either the applicable compressed calendar (with scaling) set forth in Appendix M or the non-classroom academic year calendar (without scaling) set forth in that appendix, as agreed to at the college. To effect such an agreement, the faculty in a non-classroom department may propose (with the concurrence of the department chair) that the C-basis department members shall all work on the compressed calendar or all work on a "traditional" calendar. The department chair will notify the AFT chapter president of the department's calendar proposal. If the department chair, the AFT chapter president, and the college president agree, the department's proposal will be honored. The default for that year, if there is no agreement, will be the non-classroom academic year calendar. The process shall be concluded before the start of the fall semester.

D. Professional Development

1. Classroom Faculty. Classroom faculty will participate in staff, student, and instructional improvement activities in lieu of part of regular classroom instruction for the number of Professional Development days specified in the academic calendars set forth in Appendix M. Flexible calendar hours may be conducted at any time during the fiscal year (Title 5, section 55720 (a)). This requirement prohibits flexible calendar hours to be carried over or "banked" by individual faculty from year-to-year. Classroom temporary adjunct faculty also have a professional development obligation. And, although not required to attend the on-campus opening day meeting, their participation at that meeting does qualify toward their professional development (flex) obligation; they should be invited and encouraged to participate.

2. Professional Development Rules and Practices. In the implementation of professional development days the following will apply:

a. For full-time faculty teaching on a compressed calendar, the academic workday is 6.7 hours per day, and for the duration of this Agreement, the professional development obligation is 33.5 hours of professional development activity per academic year.

b. For all classroom faculty with adjunct teaching assignments (temporary adjuncts and full-time faculty with additional assignments), the adjunct teaching professional development obligation for an academic year equals half the sum of the standard-hours value of the fall assignment and the standard-hours value of the spring assignment. The adjunct professional development obligation is not related to the days a class meets or the dates of the assignment, applying equally to all whose assignments have the same standard hours.

c. The professional development obligation applies to nontraditional instruction such as Program for Accelerated College Education (PACE), To be Announced (TBA), Distance Learning (DL), and non-credit, and regardless of whether the class is full semester or short term.

d. The professional development schedule will run from July 1 to June 30 each year, reporting once a year. Reports on professional development activity are due from faculty the day after the last professional development day of the spring, and final reporting will be completed by June 30.

e. The professional development obligation remains even though the designated professional development days shown on the calendar may occur outside of the payroll assignment. The faculty member is paid for the obligation as part of the total level pay issued over the term of the assignment for the class. Accurate reporting of mandatory professional development flexible calendar hours by all faculty members is required.

3. **Non-classroom faculty.** Non-classroom faculty working on the compressed calendar shall fulfill their required hours by either working or participating in professional development activities. The college president or designee, in consultation with the department chair and the faculty member, may require non-classroom faculty to participate in the fall mandatory on-campus day in lieu of performing their normal duties. Non-classroom faculty departments' representation at the fall mandatory on-campus day is expected as long as adequate staffing for student needs is provided. Non-classroom faculty, including non-classroom temporary adjuncts, are entitled and encouraged to and should not be unreasonably denied the opportunity to participate in professional development activities as part of their regular assignment with approval of their department chair.

   Attendance at conferences related to the performance of one's duties is encouraged and should be permitted as long as the department's duty obligations have been met. For non-classroom faculty, whenever possible, professional development activities shall be scheduled in a manner that will avoid conflicting with the periods during which full staffing is required under Article 11.D.2.b. Denial of attendance at conferences related to the performance of one's duties shall only be made for compelling reasons. When such denials are made, alternate methods of acquiring the conference information shall be provided whenever possible.

   If non-classroom faculty participate in approved professional development activities at times other than their assigned hours, they may take an equivalent amount of compensatory time off, up to the number of professional development days set forth in the academic calendar. Furthermore, any compensatory time off for approved professional development activities completed at times other than assigned hours shall be at the discretion of and subject to the approval of the department chair and the vice president or designee.

4. **Planning Activities.** The activities for the Professional Development days will be determined by the College Academic Senate in consultation with the college president.

   a. Each college shall ensure that sufficient, high-quality enrichment activities are offered for faculty to fulfill their professional development obligation. The college will follow the California Community Colleges Chancellor's Office Guidelines for the Flexible Calendar Program.

   b. The date of the fall mandatory flex day should be one of the last two weekdays (Thursday or Friday) of the week before the start of the fall semester. The colleges will notify faculty of the selected date by September 30 of the preceding year.

E. Non-Classroom Faculty Non-Duty D-Basis Days

Each non-classroom faculty member's non-duty D-basis days shall be scheduled in a manner that will avoid conflicting with the periods during which full staffing is required under Article 11.D.2.b.

Article 11

Holidays and Vacation Days

A. Authorized Holidays. Holidays are indicated by open circles on the calendars in Appendix M. They include: January 1, Martin Luther King Day, Lincoln Day, Washington Day, Cesar Chavez Day, the afternoon of the Friday of Spring Vacation week, Memorial Day, July 4, Labor Day, Admission Day, Veterans Day, Thanksgiving Day, Thanksgiving Friday, December 24, December 25, and December 31. (Admission Day to be observed on the first weekday preceding the observed December 31 holiday. Non-classroom faculty on D-basis can take Admissions Day as a floating holiday subject to the provisions of D.2 and E, below.)

B. Authorized Vacation Days. Vacation days are indicated by open squares on the calendars in Appendix M. They include: Saturday and Sunday following Thanksgiving, any Saturday or Sunday following a Friday holiday/vacation day and preceding a Monday holiday/vacation day, Winter Vacation, Spring Vacation, and at least one other day as indicated on the college calendar. Spring Vacation shall be a week, not including the day on which Cesar Chavez Day is observed.

C. Commemorative Days. The Board and AFT jointly agree to recognize and observe commemorative days for individuals and/or groups who have historical or cultural importance.

D. Faculty

1. Classroom Faculty

a. For classroom faculty paid at full or appropriate adjunct rate by assignment or by course(s) taught, the concept of "paid holiday" does not apply.

b. For classroom faculty paid on the substitute schedule the concept of "paid holiday" does not apply.

2. Non-Classroom Faculty

a. Compensatory Time Off. Any non-classroom faculty member who agrees to work and is assigned by the college president or vice chancellor to perform necessary services during a holiday, vacation day, or day that is not part of their assignment basis will be allowed compensatory time off after the service has been rendered. Such time off must be during the same academic year in which the service was rendered and must be at a time approved by the president or vice chancellor; no substitute will be provided during the period of compensatory time off for non-classroom employees. The employee requested to work by administrator, supervisor or management may receive cash payment at the employee's discretion in lieu of taking compensatory time for working on a holiday or vacation day.

C-basis counselors shall have the option to work two weeks prior to the start of the fall semester and take compensatory time.

b. Counselors shall provide full staffing, on days other than holidays, for the first two weeks of classes of the fall and spring semesters, for one week before the start of classes of the spring semester, and, if on D-basis, for two weeks before the start of the fall semester.

c. Non-classroom adjunct faculty assigned a regular work schedule for a full semester or term are entitled to holiday and/or vacation pay when those days fall within their assigned 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 10am).

E. Floating Vacation Days(s). All full-time employees assigned to non-classroom teaching duties may elect, subject to the approval of the college president or vice chancellor, to take vacation days at a time other than when the vacation day is scheduled. These vacation days must be taken during the period of time such an employee is normally assigned.

F. Holidays and Vacation Days During an illness Leave. Employees on illness leave on either side of a holiday/vacation day will not have the holiday/vacation time charged to illness pay allowances.

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.

1. 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.
2. 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. Each department shall, as a goal, maintain an average class size of 34 students at census.

1. If a class is at its enrollment limits, students may only be added with the permission of the faculty member.
2. 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.
3. 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. The average class size shall be set at a reduced goal if:

1. 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

2. The facilities of the department or number of workstations, or where equipment, supervision or safety requirements restrict the size of the classes; or

3. The Chancellor grants an exception based upon the recommendation of the college president or their designee.

D. Departments exempted from the average class size under Section B. 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. 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. 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. Responsibility for canceling classes 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 involved. After schedule development and assignment offer letters have been accepted by the assigned faculty members, 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.

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. 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.

Article 13

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

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

to a faculty member and explicitly designated as a part of their regular load shall be included in calculating the portion of a Standard Teaching Load or Standard Work Load the faculty member 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 their 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.

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 their 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 their 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 the faculty member 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 6 d-e: To be elected to a third consecutive term, a department chair must receive 2/3 or more of the votes on the first ballot of those present and voting. If the faculty member does not receive 2/3 or more of the votes of those present and voting on the first ballot, their 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. **Program for Accelerated College Education (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, the faculty member 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 H.R. 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 their 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 their 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 their 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 their 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 their 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 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 off-site assignments. Faculty with off-site assignments may need to conform to the calendar of the 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, Off-site, Bridge, and PACE Courses. Weekend College, 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 work load 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 work load 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 their 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)

standard hours	*1*	*2*	*3*	*4*	*5*	*6*	*7*	*8*	*9*	*10*
time in minutes*	*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, the faculty member 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. 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. 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 Classroom Scheduling Rules.** Notwithstanding anything in this Section to the contrary, no faculty member shall, without their 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 their 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 their schedule obligation results in an excess of five workblocks, the faculty member may choose one of the following:

      i. Bump the least senior person on an adjunct list in their discipline AND waive the extra workblock(s) compensation.

      ii. Exercise the option of underloading for that semester and overloading the next semester.

      iii. Exercise their option to spread their load out over intersession(s) as per the annual load provision of Section A. 1.

5. **Teaching and Work Load Tables.** Tables A and B list the Standard Teaching Loads and Standard Work Loads that full-time faculty members 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 their load averaged, the faculty member 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 their adjunct rate for that portion of a class provided that the AFT chapter president and the college president or their 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, Faculty with 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, the faculty member 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, the faculty member shall be paid according to the Summer Salary Schedule, if the faculty member 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 office hours/week x 1.11 = 5.6 hours = 35 minutes

b. All monthly rate classroom faculty shall be available for student consultation by appointment, upon request by the student.

c. 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.

d. All monthly rate faculty should participate in the college's annual commencement ceremony. Temporary adjunct faculty are encouraged to attend as well.

e. All faculty shall maintain accurate records of grades, attendance, and class exclusions in accordance with District policy, rules, regulations and procedures.

f. 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 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 (H.R.) 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 7500-7506 (available at www.laccd.edu).

Table A

Faculty Standard Teaching Loads

	Discipline	Contract Load Standard Teaching Hours Per Semester	Per Year
A	Accounting	15	30
	Addiction Studies	15	30
	Administration of Justice	15	30
	Aerospace Production Technology	20	40
	African-American Studies	15	30
	Agriculture	18	36
	Air Conditioning & Refrigeration Technology	20	40
	Air Conditioning Techniques-Basic	20	40
	Aircraft Electronics Technology	20	40
	Allied Health	15	30
	American Cultural Studies	15	30
	American Sign Language	15	30
	Anatomy	15	30
	Animal Husbandry	18	36
	Animation	15	30
	Anthropology	15	30
	Arabic	15	30
	Architectural Interior	15	30
	Architectural Technology	21	42
	Architecture	15	30
	Armenian	15	30
	Art	15	30
	Art History	15	30
	Asian-American Studies	15	30
	Astronomy	15	30
	Athletic Training	18	36
	Automobile Technology	20	40
	Automotive and Related Technologies	21	42
	Automotive Collision Repair	21	42
	Automotive Engine Technology	15	30
	Automotive Service Technology	15	30
	Automotive Technology	15	30
	Aviation Maintenance Technician	20	40
B	Baking Professional	21	42
	Biology	15	30
	Biotechnology and Biomedical Technology	15	30
	Botany	15	30
	Broadcasting	15	30
	Building Construction Techniques	21	42
	Business	15	30

C	Cabinet Millwork - Apprentice	21	42
	Cabinetmaking and Millwork	21	42
	Cancer Program Management	15	30
	Carpentry	21	42
	Carpentry Apprentice	21	42
	Chemical Technology	18	36
	Chemistry	15	30
	Chicano Studies	15	30
	Child Development	15	30
	Child Development Center Director	35	70
	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	15	30
	Dance Studies	15	30
	Dance Specialties	15	30
	Dental Hygiene	15	30
	Dental Technology	18	36
	Developmental Communication	12	24
	Diesel and Related Technologies	21	42
	Digital Media	21	42
	Disability Specialist	35	70
	Drafting	15	30
	Drafting Room Assistant	21	42
	Drywall Apprentice	21	42
E	Earth Science	15	30
	Economics	15	30
	Education	15	30
	Education-Special	15	30
	Electrical Cable Splicer for Apprentices	21	42

	Electrical Construction & Maintenance	21	42
	Electrical Construction Engineering	21	42
	Electrical Lineman	21	42
	Electrical Lineman Apprentice	21	42
	Electro-mechanical Technology	21	42
	Electron Microscopy	18	36
	Electronics	15	30
	Electronics Assistant	21	42
	Electronics Communications	21	42
	Electronics Engineering Technician	21	42
	Electronics Technology	21	42
	Emergency Department Assistant	18	36
	Emergency Medical Services	18	36
	Engineer Operation Maintenance	21	42
	Engineer Operation Maintenance - Apprentice	21	42
	Engineering Technician	15	30
	Engineering, Civil	15	30
	Engineering, Civil Technology	15	30
	Engineering, Electrical	15	30
	Engineering, Electrical Technology	15	30
	Engineering, General	15	30
	Engineering, General Technology	15	30
	Engineering, Mechanical	15	30
	Engineering, Mechanical Technology	15	30
	English	12	24
	English as a Second Language Levels (ESL)	15	30
	English as a Second Language Levels (E.S.L	12	24
	Entrepreneurship	15	30
	Environmental Design	15	30
	Environmental Hazardous Materials Technology	15	30
	Environmental Science	15	30
	Equine Science	18	36
	Escrow	15	30
F	Family and Consumer Studies	15	30
	Farsi	15	30
	Fashion and Visual Merchandising	15	30
	Fashion Design	21	42
	Filipino	15	30
	Finance	15	30
	Fire Technology	15	30
	Food Services Management	15	30
	French	15	30
G	Geographic Information Systems	15	30
	Geography	15	30
	Geology	15	30
	German	15	30
H	Health	15	30

	Health Information Technology	15	30
	Health Occupations	18	36
	Hebrew	15	30
	History	15	30
	Home Economics (non-credit)	25	50
	Hospitality	15	30
	Humanities	15	30
I	Import Automobile Technology	15	30
	Industrial Arts	15	30
	Industrial Technology	15	30
	Industrial Engineering Technology	15	30
	Instructor Special Assignment	35	70
	Interior Design	15	30
	Interdisciplinary Studies	15	30
	International Business	15	30
	Italian	15	30
J	Japanese	15	30
	Jewish Studies	15	30
	Journalism	15	30
K	Kinesiology		
	Kinesiology (Activity)	18	36
	Kinesiology (Non-Activity)	15	30
	Physical Fitness	18	36
	Korean	15	30
L	Labor Studies	15	30
	Landscape Architecture	15	30
	Latin	15	30
	Law	15	30
	Learning Foundations	15	30
	Learning Skills (Classroom)	15	30
	Learning Skills Center	25	50
	Learning Skills Center Director	30	60
	Librarian	30	60
	Library Science	15	30
	Library/Media Technology	15	30
	Linguistics	15	30
M	Machine Shop - Computer Numerical Control	21	42
	Machine Tools Technology	21	42
	Management	15	30
	Manicuring	21	42
	Marketing	15	30
	Mathematics	15	30
	Measurement Science	15	30
	Mechanical Engineering Technology	21	42
	Media Arts	15	30
	Meteorology	15	30
	Microbiology	15	30
	Microcomputer Technician	21	42

	Military Science	15	30
	Mineralogy	15	30
	Mortgage Finance	15	30
	Motorcycle Repair Mechanic	21	42
	Multimedia	15	30
	Music	15	30
N	Non-Credit Basic Skills	24	48
	Non-Credit Academic Preparation	24	48
	Non-Credit Citizenship	24	48
	Non-Credit English as a Second Language-Civics	24	48
	Non-Credit English as a Second Language-Non Credit	24	48
	Non-Credit Health/Safety	24	48
	Non-Credit Older Adults	24	48
	Non-Credit Turtoring	24	48
	Non-Credit Vocational Education	24	48
	Numerical Control	15	30
	Nursing	15	30
	Nursing - Certified Home Health Aide (Credit)	18	36
	Nursing - Certified Nurse Assistant (Credit)	18	36
	Nursing, Registered	15	30
	Nursing, Vocational	15	30
	Nursing Director	35	70
	Nutrition	15	30
O	Oceanography	15	30
	Office Machines	15	30
	Ornamental Horticulture	18	36
P	Painting Apprentice	21	42
	Paralegal	15	30
	Parenting (non-credit)	25	50
	Persian	15	30
	Pharmacy Technician	18	36
	Philosophy	15	30
	Photography	15	30
	Photography-Trade Tech	21	42
	Physical Science	15	30
	Physical Therapist Assistant	17	34
	Physics	15	30
	Physiology	15	30
	Piping Technology	21	42
	Plant Science	18	36
	Plumbing	21	42
	Political Science	15	30
	Portuguese	15	30
	Printing Graphic Arts Composition	21	42
	Printing-Graphic Arts Management	18	36
	Printing-Graphic Arts Presswork	21	42
	Printing-Photo-Offset	21	42
	Printing-Printing Technology	21	42

	Private Security Management	15	30
	Process Plant Technology	15	30
	Psychology	15	30
	Public Administration Urban Planning	15	30
	Public Health	15	30
	Public Relations	15	30
Q	Quality Control	15	30
R	Radiologic Technology	18	36
	Reading	12	24
	Real Estate	15	30
	Recreation	15	30
	Refrigeration & Air Conditioning Mechanics	21	42
	Respiratory Therapy	21	42
	Restaurant Management	21	42
	Russian	15	30
S	Service Learning	15	30
	Service Learning (Field Work)	35	70
	Sheet Metal Work	21	42
	Sheet Metal Work - Apprentice	21	42
	Social Science	15	30
	Sociology	15	30
	Solid Waste Management Technology	21	42
	Spanish	15	30
	Statistics	15	30
	Street Maintenance	21	42
	Supervision	15	30
	Supply Water Technology	21	42
T	Tailoring	21	42
	Television	15	30
	Thai	15	30
	Theater	15	30
	Tool and Manufacturing Technology	15	30
	Transportation	15	30
	Travel	15	30
	Truck Mechanic Apprentice	21	42
V	Visual Communications	21	42
	Veterinary Technology	15	30
W	Wastewater Technology	21	42
	Welding Gas and Electric	21	42
	Wildland Fire Technology	15	30
Y	Yiddish	15	30
Z	Zoology	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

Coaching and Other Additional Assignments

A. An additional assignment is an assignment given to a faculty member in addition to the employee members basic assignment.

B. Full-time faculty members may accept or reject the offer of an additional assignment.

C. Pay for additional assignments shall be in accordance with the appropriate District salary schedule for additional assignments.

D. Athletic Coaching

Athletic coaching assignments pursuant to D. 1 and D.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 any discipline for which they meet minimum qualifications without the approval of the college president. 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 shall be assigned in accordance with the conditions listed below.

   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.

   i. 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. 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.

2. Walk-on head athletic coaches who are not regular (permanent) or contract (probationary) faculty members shall be compensated as adjunct instructors and shall be assigned in accordance with the conditions listed below.

   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 regular (permanent) or contract (probationary) faculty members, and if assigned to Athletic Coaching as assistant coaches 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 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.

5. Each team shall have one head coach. Up to the maximum number of assistant coaches may be recommended by the athletic director to the college president for approval. The athletic director may not select assistant coaches exceeding the maximum number below without the approval of the college president.

   a. Football – up to eight (8)
   b. Basketball – up to three (3)
   c. Track – up to three (3)
   d. Baseball – up to three (3)
   e. Softball – up to three (3)
   f. Volleyball – up to two (2)
   g. Soccer – up to three (3)
   h. Swimming & Diving - up to two (2)
   i. Tennis - one (1)
   j. Cross country - one (1)
   k. Water polo – up to two (2)
   l. Golf - one (1)
   m. Badminton - one (1)
   n. Wrestling - up to two (2)
   o. Beach Volleyball – one (1)

6. Coaching and assistant coaching assignments are temporary assignments 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 in writing.

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

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

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 D.3., above.

Assistant Coaching Stipends and Payment Months

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

E. Athletic Directors

1. Colleges with an intercollegiate athletic program of one or more teams are entitled to an athletic director who:

   a. Shall be reassigned a proportional 12-month (D-basis) assignment according to the following table:

# Intercollegiate teams	Reassigned time
1-3	0.2
4-6	0.4
7 to 9	0.6
10 to 12	0.8
13 or more	1.0

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

   b. 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, the athletic director shall:

   a. Receive the appropriate coaching stipend, 8 a. thru c. above as an Athletic Coach, or

   b. Have the athletic team scheduled as part of the employee members 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 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.

F. **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 via the appropriate load designation for lecture-lab-activity hours as 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).

G. **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.

H. Additional assignments compensated by coaching stipends shall be limited to no more than two stipends per semester.

I. 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.

Article 15

Assignment, Summer and Winter Intersessions

A. Definition and Conditions of Assignment

1. An intersession assignment is generally an extra or temporary assignment of a qualified candidate to serve during a summer or winter intersession. But if it is assigned to a faculty member as, and explicitly designated a part of, their regular load, it shall be included in calculating the portion of a Standard Teaching Load or Standard Work Load they have served for the academic year in which the assignment was completed. Dates, durations, and number of intersessions may vary among colleges depending on the calendar under which the college is operating. The winter intersession period is between the last day of the fall semester and the first day of the spring semester. The summer intersession period is between the last day of the spring semester and the first day of the following fall semester. For the purposes of this article, assignments in a PACE program during an intersession period shall not be considered intersession assignments, and shall be paid at the preparation schedule rate consistent with Article 29, as described in Article 13.A.10. Hours assigned in excess of a full-time assignment shall be paid at the appropriate adjunct rate.

2. Colleges shall attempt to fill all available intersession assignments no later than the end of the 12th week of the semester prior to the intersession being planned. The following timelines should be adhered to in order to meet this goal:

End of 3rd week: Notices to faculty to determine availability
End of 4th week: Chairs establish and submit to the supervising dean priority lists by discipline
End of 6th week: Initial offers of employment made to faculty
End of 8th week: Response from faculty due to chairs
End of 12th week: All assignments filled by this date

Faculty members who receive an offer of employment for an intersession shall accept or decline within two weeks of the date the offer was made. Refusals subsequent to an acceptance that occur after the deadlines will be counted as though they had been assigned in calculating subsequent intersession priorities unless adequate reasons for the refusal are submitted in writing and approved by the Intersession Committee. These reasons would include emergencies or circumstances the faculty member could not have known about at an earlier date.

3. Time served on intersession assignments does not count toward tenure, salary advancement or service requirements before or after a leave of absence unless the assignment was assigned to the faculty member, and explicitly designated as a part of, their regular load.

4. For the purposes of this article, a "full assignment" during an intersession shall be determined as follows:

a. Summer. For summer classroom teaching assignments, a "full assignment" is 5 or 6 standard hours. For a probationary or tenured faculty member, the total pay for a full assignment is at the same salary factor as was used in the 1999-2002 Contract (80%). Beginning summer intersession 2009, instructors teaching their entire summer assignment in the first summer session will receive one paycheck at the end of that session corresponding to the July pay period; instructors teaching all other summer assignments will receive two level paychecks, one during the July pay period and one in the August pay period. If a probationary or tenured faculty member teaches in excess of the 5 or 6 standard hours during a summer session, they shall be paid at their adjunct teaching rate for the hours above the maximum listed for a "full assignment." For C-basis non- classroom faculty, a "full assignment" shall be 6 hours per day when the standard work load in Article 13, Table B is 30 and 7 hours per day when that standard work load is 35. Non- classroom faculty shall be paid for these summer assignments using Standard Work Hours at their non-classroom adjunct rate. All faculty members who are not probationary or tenured shall be paid for summer credit classroom assignments at their regular adjunct rate, including the office hour differential. Classroom faculty paid at the adjunct teaching rate shall 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 intersession. Classroom faculty who receive the office hour differential shall also be obliged to hold office hours.

If a probationary or tenured faculty member teaches a fractional assignment of fewer than 6 standard hours (other than a class with value of 5 standard hours), they shall be paid for a fractional assignment with the total pay equal to the same fraction that the standard teaching hours bears to 6.

b. Winter. For winter classroom teaching assignments, a "full assignment" is 5 or 6 standard hours. For C-basis non-classroom faculty, a "full assignment" shall be 6 hours per day when the standard work load in Article 13, Table B is 30 and 7 hours per day when that standard work load is 35. Non-classroom faculty shall be paid for these winter assignments using Standard Work Hours at their non-classroom adjunct rate. Classroom faculty shall be paid for winter credit classroom assignments at their regular adjunct rate, including the office hour differential. Classroom faculty shall 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 intersession.

c. Intersession Office Hours

The office hour requirement for an instructor teaching intersession varies depending on the intersession and whether the instructor is full-time or a temporary adjunct. The following table applies:

5 Week Winter or Summer Intersession Office Hours
Applies to all classroom faculty in any five week intersession (except full-time faculty in summer only)

Number of Standard Hours	Number of Office Hours per Week (rounded to closest 5 minutes)
1	35 minutes
2	1 hour 5 minutes
3	1 hour 40 minutes
4	2 hours 15 minutes
5 or 6	3 hours 20 minutes

5. The above rules regarding classroom faculty teaching loads will apply during intersessions unless the assignment is a part of:

a. the faculty member's regular annual load; or

b. an approved load banking plan pursuant to Article 39. Classroom faculty who receive the office hour differential shall also be obliged to hold office hours.

6. Intersession assignments for travel/study programs shall be made for classes in which 15 students or more are enrolled. An enrolled student is one who has registered for a travel/study course and paid in full all travel and other charges. The administrator in charge of travel/study programs shall have the right to cancel at any time prior to the starting date of the class.

7. Intersession class size should be set at a level that promotes both sound learning and efficiency in the operation of the instructional program (see Article 12, Class Size).

8. For the purposes of this article, priority refers to a number on the Priority Calculation Table in B.5. Department chairs will maintain three Priority Number Lists for each department discipline; a list for monthly rate contract and regular faculty for winter, a list for monthly rate contract and regular faculty for summer, and a single list for summer and winter intersessions for temporary adjunct faculty who have seniority at the college under Article 16.

B. Priority. Each discipline has its own priority list for contract and regular faculty—that is, one list for winter and one list for summer, even though summer may have multiple sessions. Monthly rate contract and regular faculty at the college shall have their winter intersession assignments made separately from their summer intersession assignments.

Assignments shall be made to the following groups in hierarchical order and shall provide each person assigned with an opportunity for a full assignment (as defined in A4 of this article) in priority number order:

1. Monthly rate contract and regular faculty at the college in a given discipline (from Table A of Article 13), teaching a portion of their regular fall or spring semester load during an intersession.

2. Monthly rate contract and regular faculty at the college including regular faculty at the college performing duties under an approved load-banking plan, as long as they are eligible according to the priority chart rules in Section B.5 below.

3. Temporary adjunct faculty who have seniority at the college under Article 16 (the relative priority within this category shall be determined as specified in Section B.6 below).

4. All others.

5. Except as provided in Subsection **e** (Priority Considerations), in category B.3 above, the priority rank of the individual faculty member will be determined as follows:

a. Any assignment (except one made under Section B.1, above) anywhere in the District during an intersession that is between .4 and .6 of a "full assignment" for an intersession shall be deemed to be one-half of an intersession assignment in computing priority. Any such assignment which is less than .4 but more than zero percent shall be deemed to be one-fourth of an intersession assignment in computing priority. When the assignment is more than .6 of a "full assignment," the faculty member will be credited with a full assignment for the purposes of computing priority. An assignment in the District wholly or in part at another campus or location, an assignment outside of the faculty member's regular teaching field, or a non-teaching assignment shall be treated in the same manner as an assignment on campus, except as noted in d.(1).

b. In establishing eligibility for intersession assignments, priority positions shall be given to those faculty members who have been without an intersession assignment for the greatest number of years, according to the Priority Calculation Table.

Examples Of Intersession Priority

1 Indicates faculty member is charged with having taught full-time according to the above policy.

1/2 Indicates faculty member is charged with having taught one-half time.

1/4 Indicates faculty member is charged with having taught one-fourth time.

0 Indicates faculty member is not charged with having taught.

PRIORITY POSITION CHART, continued

Priority Calculation Table

Three Years Ago	Two Years Ago	One Year Ago	Priority Position Number
0	0	0	1
1/4	0	0	2
0	1/4	0	3
0	0	1/4	4
1/2	0	0	5
1/4	1/4	0	6
1/4	0	1/4	7
0	1/2	0	8
0	1/4	1/4	9
0	0	1/2	10
1/2	1/4	0	11
1/4	1/2	0	12
1/2	0	1/4	13
1/4	1/4	1/4	14
1/4	0	1/2	15
0	1/2	1/4	16
0	1/4	1/2	17
1	0	0	18
1/2	1/2	0	19
1/2	1/4	1/4	20
1/2	0	1/2	21
0	1	0	22
1/4	1/2	1/4	23
1/4	1/4	1/2	24
0	1/2	1/2	25
0	0	1	26
1	1/4	0	27
1	0	1/4	28
1/4	1	0	29
1/2	1/2	1/4	30
1/2	1/4	1/2	31
1/4	1/2	1/2	32
0	1	1/4	33
1/4	0	1	34
0	1/4	1	35
1	1/2	0	36
1	1/4	1/4	37
1/2	1	0	38
1	0	1/2	39

Three Years Ago	Two Years Ago	One Year Ago	Priority Position Number
1/4	1	1/4	40
1/2	1/2	1/2	41
1/2	0	1	42
0	1	1/2	43
1/4	1/4	1	44
0	1/2	1	45
1	1/2	1/4	46
1	1/4	1/2	47
1/2	1	1/4	48
1/4	1	1/2	49
1/2	1/4	1	50
1/4	1/2	1	51
1	1	0	52
1	1/2	1/2	53
1	0	1	54
1/2	1	1/2	55
1/2	1/2	1	56
0	1	1	57
1	1	1/4	58
1	1/4	1	59
1/4	1	1	60
1	1	1/2	61
1	1/2	1	62
1/2	1	1	63
1	1	1	64

The above chart shall be projected backward until priorities are in accordance with B.5.c.

c. **Calculating Priority for Contract Faculty Members.** Any contract faculty member with less than one academic year of service as of March 1 for summer intersession and November 1 for winter intersession will be placed at the bottom of the priority list. If there is more than one faculty member in this category in a given department, the tie will be broken in the following sequence: If there are any intersession assignments as a probationary, conditional or substitute, these can be first compared on a three year basis as to number and then to recency. If this fails to break the tie, then the standard procedure used in Priority Rank will be applied. After having taught one full academic year, any contract faculty member will be assigned a priority number 52. After having taught two full academic years, and if no intersession assignment was served, the contract faculty member will be advanced to priority number 18. After having taught three full academic years, and if no intersession assignment was served, the contract faculty member will be advanced to priority number 1.

Irrespective of the number of years of probationary service, once an assignment has been served, the faculty member will be placed on a priority position as determined by the respective intersession (summer or winter) Priority Position Chart.

Probationary Instructor Intersession Priority Calculation Table	
Full Academic Years Taught as Contract Faculty as of March 1 for Summer and Nov. 1 for Winter	**Priority Number**
0	64
1	52
2	18
3	1

d. If the above criteria fail to determine priority in a discipline, priority rank will be awarded by applying the following rules in the order listed:

i. The faculty member who accepted an assignment at another location in the District shall have priority over one assigned at their own College for the next three years only.

ii. The faculty member who did not have an assignment when compared on a year-to-year basis beyond three years shall have priority over the one having an assignment the same year. If this procedure reaches the point where one of the instructors was not an employee of the District, the decision is made using the following step (**iii.**) if needed.

iii. The faculty member with the greater length of service in the District shall have priority.

iv. In case of an irresolvable tie a drawing will be held by an appropriate administrator and the AFT chapter president or designee and the faculty members concerned will be present.

e. Priority Considerations. "Priority" as used in this Section applies to the right of a faculty member to choose the class or classes from the established intersession schedule which are to constitute their intersession assignment; "priority" as used in this Section does not include the right of a faculty member to "bump" or replace another faculty member who has a lower priority.

A qualified faculty member may choose the assignment from among those offered, in order of respective intersession priority, but may not choose a full assignment in more than one session when there are multiple sessions. When a college offers multiple summer sessions, the maximum total assignment allowed in any summer session shall be a full assignment in one session unless no other faculty are available after faculty described in B.1– B.4 have been provided opportunity for an assignment. The person with the highest priority has the first choice, the person with second priority has the second choice, etc. If a faculty member is eligible for up to a second full assignment but would be barred due to the total assignment exceeding 1 FTE monthly rate in the overlap period between the sessions, and the overlap does not exceed two weeks, the faculty member may be assigned and the excess beyond 1 FTE paid adjunct-rate during the overlap. No such overlapping assignments may be made when one of the assignments is in summer PACE.

Computation of classroom intersession priority for department chairs or other faculty on D or partial D basis is as follows:

The phrase "any assignment" referred to in Section B above includes D basis for department chairs. Then a chair with less than 0.4 D would be deemed 1/4 an assignment in computing priority; one with between 0.4 and 0.6 would be 1/2 and assignment; one with greater than 0.6 would be counted as a full assignment in computing priority. If the chair also has the opportunity to teach, the combination of D and teaching will determine the priority.

Compensation for the intersession if a chair's priority order permits an opportunity for a full assignment is determined in the following way:

Use the actual fraction of D basis assigned and allow the teaching portion of intersession assignment to be added to the D basis up to a balance of 1.0. The D basis portion of the assignment would be paid at the D basis rate, the teaching portion of the balance up to 1.0 would be paid at the "80%" rate, for a summer intersession assignment, or at the adjunct rate if the teaching portion is a winter intersession assignment. If the teaching unit value of the class causes the total assignment to exceed 1.0, the amount over 1.0 would be paid at the adjunct rate.

6. **Priority for Temporary Adjunct Faculty Members.** In carrying out their chairperson duties (see Article 17), department chairs will maintain one priority intersession list for all intersessions (winter and summer). Only temporary adjunct faculty on a seniority list are eligible for the intersession priority list. Adjunct faculty who are assigned and complete an intersession assignment (regardless of the number of hours) will then be below all those who did not have an assignment in the subsequent intersession. The priority list will be maintained in a true rotation.

C. Eligibility for Assignment for Faculty

By the end of the fourth week of the fall and spring semesters for winter intersession and summer intersession(s) faculty priority number lists will be established for each discipline by the department chair. A copy will be forwarded by the department chair to the appropriate vice president or designee. The appropriate vice president or designee shall review and approve the lists. Within ten working days of the above dates, the appropriate vice president shall forward electronic copies (or upload them to the website) of all approved intersession priority number lists to the department chair, all faculty on the discipline lists, and the AFT chapter president and the grievance representative.

Notices to eligible faculty to determine availability for intersession assignments will be made by the end of the third week of the preceding fall or spring. Initial offers of employment will be made to eligible faculty by the end of the sixth week of the preceding fall or spring. Each faculty member will have the opportunity to accept or refuse an assignment as their priority rank is reached. The faculty member will be expected to accept of refuse an assignment by the end of the eighth week.

1. In those departments which have distinct disciplines (under Table A of Article 13), faculty members are eligible for placement on the priority number lists for only one discipline. A faculty member who has been reassigned for the majority of their load may elect to be placed on the intersession priority number list of the new discipline the intersession following the reassignment. For the purpose of determining priority, counselors and librarians shall be considered as members of the Counseling Department and Library Department, respectively.

a. If a position is open for which no one is available from the discipline priority number list, the assignment will be made on the basis of the individual qualifications of those desiring the assignment.

b. Any such assignment which is accepted shall be counted for subsequent priority purposes in the same manner as those made to faculty members on the regular priority lists.

2. A faculty member who refuses an intersession assignment in their discipline shall be placed in the same category as those for whom no assignment is available, regardless of their reason for such refusal. (This includes faculty members on leave of absence.)

3. No faculty member shall be eligible to teach a course in an intersession if they refused, on the basis of subject matter within the discipline, to teach the same course in regular session (assuming that they was eligible and qualified to do so).

4. Retiring Faculty. A faculty member who retires by the end of the fall semester is eligible to accept a winter intersession assignment during the winter intersession immediately following that fall semester, subject to the availability of an assignment and their placement on the intersession priority number list. A faculty member who retires by the end of the academic year and who has taught the full year is eligible to accept a summer assignment during the summer immediately following that academic year subject to the availability of an assignment and their placement on the summer intersession priority number list. Retirees on a priority list will not be adversely affected by the Public Employees' Pension Reform Act of 2013. If a retiree opts for the 180-day "sit-out" period, the retiree will be eligible for an assignment in the subsequent intersession after the 180-day "sit-out" period.

5. Faculty on Leave. A faculty member on sabbatical or other leave of absence is eligible for intersession assignments based on their position on the priority number list. In other words, a faculty member on leave shall be given the same priority rank that they would have received had they been serving in a regular assignment at their college during the same period of the leave—namely a "0" if they do not get an assignment or a "1" or "1/2" or "1/4" if they do.

6. Appointed Faculty. A faculty member appointed to a college within the year preceding the intersession concerned (other than a transfer from another college in the District) will be placed on the bottom of the appropriate priority number list (as indicated in Section B.5.c of this Article).

7. Faculty Transferring From Another College. A faculty member who transfers to a college from another college in the District shall be subject to the same priority calculation procedures as though their community college teaching had been all at their current assignment.

D. Intersession Committees. A college Intersession Committee shall be established on each campus, for every intersession. It shall consist of no less than two (2) faculty members as determined by campus representatives of the bargaining agent and no less than three (3) administrators as determined by the college president. The college Intersession Committee shall serve as an appeals committee to hear and rule upon assignment priority matters.

E. Miscellaneous

1. Colleges that have elected to use a compressed calendar which includes a winter intersession may assign C and/or D basis counselors to work on specified days during the week before the start of the session and during the session to enable adequate counseling services to students. The schedule and scope of the staffing for such service will be developed by the administration and shared with the C and D basis counselors before the start of the intersession. When such assignments require service that is not regularly a part of the C or D basis, respectively, then the C or D basis counselor(s) assigned during this time will be eligible for either adjunct pay or compensatory time off as defined in Article 11, Section D.3. Colleges may also apply these provisions to other non-classroom C and D basis faculty to ensure adequate services to students.

2. Intersession work for temporary adjunct faculty is not subject to the 67% load limitation as provided in Education Code 87474.

Article 16

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 the employee member 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 their 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 their 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, the employee 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 they have 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 their department chair that the employee 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 out-site location assignment affiliated with that college) on a given discipline's seniority list shall be continued in their 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 their name shall be removed from the seniority list(s) if the employee 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 the employee 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 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. **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 the employee 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.
4. 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. M. 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.
5. 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.L. 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.
6. 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 their right to bump, the employee should discuss the following options with their department chair, in an effort to eliminate the need to bump:
   a. teaching a class during a summer or winter inter session 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 their assignment, the employee 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 their 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, the employee shall not recover their 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 work load 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% work load 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.

ARTICLE 17

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, CalWORKs, and other specially funded programs shall not be considered external to a department. Each faculty member shall be assigned to the department of their 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 their 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 their 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 assigned the responsibility for a department that is temporarily without a department chair position will ensure 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 their 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 their 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, the employee 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, the employee 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 the employee 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, their name shall be removed, and the ballot shall be open to all eligible candidates confirming their candidacy before 5 p.m. two (2) working days before the newly scheduled election. A new election date will be scheduled five (5) 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, the incumbent candidate 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 their 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 their 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,

   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. by a recall election.

      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.

      iv. The vote shall be conducted by the exclusive representative and the Office of the College President or designee within 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. Recall/removal may be instituted any time after the chair takes office.

d. A department chair who has been removed from their 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, Extra, or Contractual Overload status within the department) shall be given an FTEP value that equals the proportion of a full-time assignment their 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 their 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 2020 FTEP determines the 2021-22 reassigned time, Fall 2021 FTEP determines the 2022-23 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 the employee 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 their 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 the employee 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 their supervising administrator that the employee is meeting all of their full-time faculty obligations as listed in Appendix Q and is meeting their 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. The chair 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 staffing of faculty assignments 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 plan that will minimize conflicts between the chair's teaching or other duties and their 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 their availability for required meetings, consultations, and other activities or events where the chair's presence is essential. And each department chair shall limit their acceptance of additional assignments or other commitments to the extent necessary to ensure that the employee will remain fully accountable for the quality, completeness, and timeliness of their performance of the duties of department chair.

4. At the beginning of each academic year, each department chair shall, in consultation with their 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 their 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 A 1.) in addition to any other differential the employee already receives.

A department chair on any leave during which the employee 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. The vice chair/assistant director shall receive a 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 faculty with funding to enable the department to compensate the department chair and/or designated or appointed vice chairs for the 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 of, adjunct and other temporary faculty to themselves or to delegate the monitoring to a designated or appointed vice chair(s). Department chairs and vice chairs who assume responsibility for monitoring 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 as of the first census week as indicated below:

a. allows 0.5 hours for each regular or contract faculty member the chair or vice chair is assigned to monitor.

b. allows 2.5 hours for each temporary faculty member the chair or vice chair is assigned to monitor.

c. combine the amounts in a. and b.

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

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 (20) or more days, or otherwise unavailable to perform the duties of department chair for a period of that duration, their 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 (20) 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.

Article 18

Reassigned Time

A. The college president, subject to the approval of the Chancellor or their designee, may release or reassign a faculty member from a part or all of their assignment to perform other assigned duties.

B. All released/reassigned time referred to in this Agreement as a fractional portion of an FTE shall be granted as follows:

1. The faculty member receiving the released/reassigned time shall have their scheduled assignment adjusted so that the amount of released/reassigned time computed by the fractional portion of a FTE, as indicated in this Agreement, and the remaining time of their assignment are equal to one full-time assignment.

2. If 1. above cannot be accommodated, the released/reassigned time shall be averaged over two consecutive semesters so that the number of hours released/reassigned and the classroom or non-classroom hours are adjusted to the nearest hour that completes a full-time assignment for a one-year period.

3. Reassigned time shall be scheduled so the faculty member reassigned is available to perform the duties of the reassignment without schedule conflict.

Article 19

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 timetable 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 their scheduled duties as well as all of their 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 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 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 provided for all evaluators. This training will be mandatory once every three (3)-years after initial training. The purpose of the training is to give the evaluators the skills and knowledge necessary to provide the evaluee 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 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 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 their 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 their designee; and

ii. two tenured faculty members, one of whom shall be selected by the evaluee 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, their performance of the department chair's duties and responsibilities shall be evaluated at the end of their 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 their 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 evaluee's department as well as any others the vice president or designee believes should have relevant information about the evaluee'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 their 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 three fourths (¾) 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 evaluee's performance, the department chair or designee 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 evaluee; the evaluee's peers or other co-workers; student evaluations, if any; self-evaluative material prepared by the evaluee 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. Student Evaluations. For face-to-face courses, student evaluations

shall be conducted in a hard copy or online format at the discretion of the evaluee. 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.

2. Online Option: Student-evaluations for DL courses will be conducted using appropriate form in Appendix C.

   i. **Online Survey.** The department chair or designee and the appropriate vice president or designee will collect the data virtually for the completion of the appropriate student evaluation forms found in Appendix C.

   ii. Students shall be given 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 evaluee to review the student evaluations consistent with G.4. above.

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 evaluee. The evaluator will be responsible for collecting student evaluations. The process for collecting the student evaluations will be agreed upon by the evaluee and the evaluator and shall be consistent with G. 4. a. above.

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 evaluee present and share those evaluations with the evaluee 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 evaluee, the original student evaluation forms will be given to the evaluee.

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 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 their basic evaluation is rated "needs to improve" or "unsatisfactory," the faculty member shall be informed in writing by the department chair or designee that the employee has the right to a comprehensive evaluation and asked if the employee 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 designee;

ii. two tenured faculty members, one of whom shall be selected by the evaluee and one of whom shall be chosen by the department.

c. 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 a tenured faculty member at the college or any other community college in California.

d. The faculty member has the option of submitting a timely challenge to the appointment of anyone 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 evaluee for the current evaluation that considers the following:

a. a review of the written improvement plan or the evaluee'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 their 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

their comments. Once it adopts a final plan, the committee shall send a copy of the plan to the evaluee 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.c. 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 delegate 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 their 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 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 their 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 evaluee, and any other relevant documents) 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 the employee declined to accept the evaluation and comments regarding proposed steps the committee should take to remedy the problems the employee 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 evaluee for their 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, they 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 their 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 their 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 they complete the administrative evaluation.

2. The appropriate vice president or designee may, if it is appropriate to the evaluation, observe the faculty member as they teach or perform their other duties, conduct student evaluations with prior notification to the faculty member as to when such student evaluations would occur, 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, they 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.

Article 20

Resignation

A. Definition. A resignation is a voluntary statement on the part of a faculty member that they wish to terminate employment with the District.

B. Procedure. The resignation should be submitted in writing and given to the faculty member's immediate supervisor for forwarding to the college president or vice chancellor who, in turn, will forward it to the Human Resources Division. In cases where a faculty member does not file a written resignation, but does give oral notice of resignation, every effort should be made to obtain a written statement from the faculty member. If only an oral statement can be obtained, the college president or vice chancellor should fill out as much information as possible on the District's resignation form. "Oral Resignation" should be indicated on the "signature" line and the form signed by the college president or vice chancellor and forwarded as listed above. If "oral notice" is given by telephone, the receiver must be certain of the identity of the caller.

C. Effective Date. A faculty member may resign at any time, effective on the date the faculty member designates.

D. Withdrawal of Resignation

1. The college president/vice chancellor shall immediately forward a copy of all resignations to the Human Resources Division.

2. Resignations are withheld from processing to the Board of Trustees for five (5) days after receipt. Receipt is the earliest date of verified receipt by any office, whether college, division, or Human Resources Division. If a request to withdraw a resignation is postmarked and received within five (5) days of receipt of resignation or otherwise received within the five-day period, the resignation will be rescinded.

3. If, within the five-day period, no request to withdraw a resignation is received by the Human Resources Division, the resignation will be processed. If a request to withdraw a resignation is received within the five-day period, the resignation is considered to be rescinded and will not be processed.

4. After the five-day period has passed and before acceptance of the resignation by the Board of Trustees, a verbal or written request to withdraw the resignation will be considered if it is in the best interest of the District. Such request must be made in writing and, if made orally, must be followed by a written request within five days. If no written request is received by the end of the five days, the resignation will be processed to the Board of Trustees.

E. Cancellation. Resignations which have been approved by the Board of Trustees may be cancelled by the Board before the effective date if approved by the college president or vice chancellor. If the effective date has passed, a faculty member can be returned to service only through the selection process.

F. Resignations to Avoid Dismissal. In cases for which Board policy allows resignation in lieu of dismissal, a person against whom a dismissal action has been started may submit their resignation at any time prior to dismissal by the Board. However, a resignation to avoid dismissal cannot be withdrawn.

Article 21

Faculty Service Areas

A. For purposes of Education Code Section 87743.1, the list of "Faculty Service Areas" (FSA) in the Los Angeles Community College District shall include the state discipline list as defined by the Board of Governors. A faculty member will be considered "competent" in an FSA if, for that discipline, the faculty member satisfies the state minimum qualifications for hire, including the equivalence provision or holds the appropriate credential.

B. An employee may petition for recognition of competence in an FSA by filing a petition for such recognition with the District. It shall be the responsibility of the employee to provide the District with all records necessary to substantiate the claim of competence.

C. For new employees, initial screening for FSA status eligibility shall be performed by the Human Resources Division as part of the salary rating-in process. The District shall notify the faculty member of the screening results. New employees may petition as in section B. above.

D. Refusal to grant recognition in an FSA, after filing a petition as in B. above, is grievable under Article 28, Grievance Procedure, with the following modification:

1. the grievant shall be represented by the AFT in all steps of the grievance procedure;

2. the Step I meeting will be held with the vice chancellor of Human Resources or their designee, and;

3. step II of the grievance procedure shall be omitted.

E. The last day to apply for recognition of an FSA for use in any academic year is February 15th of that academic year.

Article 22

Retirement

A. The AFT and the District agree to reopen negotiations on a retirement incentive at any time at the request of either party.

B. Resignation/Retirement Dates

It is the responsibility of the faculty member to carefully choose their resignation/retirement dates. Based on clarification from CalSTRS, an eligible member can resign/retire as described below even though they may still be owed a final district level pay warrant at the end of January or June.

Based only on the paragraph above, the earliest resignation/retirement dates are as follows:

1. C-Basis Classroom (and C Basis Non-classroom Faculty who are on the 15-Week Pattern Compressed Calendar)

The earliest resignation/retirement dates for C-basis classroom and C-basis non-classroom faculty on the 15 week pattern compressed calendar retiree candidates shall be the following:

FALL:

Resign—the last day of finals of the fall semester as indicated by the bracket,], marking the end of fall classes on the 15 week pattern calendars in Appendix M.

Retire—the calendar day immediately following the resignation date (even if it falls on a holiday or weekend).

(Note fall semester retirements may result in diminished pension benefits from CalSTRS—Contact your CalSTRS counselor).

SPRING:

Resign—the last day of finals of the spring semester as indicated by the bracket,], marking the end of spring classes on the 15 week pattern calendars in Appendix M.

Retire—the day following the resignation date (even if it falls on a holiday or weekend).

2. C-Basis Non-classroom Faculty

The earliest resignation/retirement dates for C-basis non-classroom faculty retiree candidates shall be the following:

FALL:

Resign—the last day of duty in the fall semester as indicated by the bracket,], on the C-basis non-classroom calendars in Appendix M.

Retire—the calendar day immediately following the resignation date (even if it falls on a holiday or weekend).

SPRING:

Resign—the last day of duty in the spring semester as indicated by the bracket,] , on the C-basis non-classroom calendars in Appendix M.

Retire—the calendar day immediately following the resignation date (even if it falls on a holiday or weekend).

3. D-Basis Faculty (Including Partial D-Basis)

The earliest resignation/retirement dates for D-basis faculty retiree candidates shall be the following:

Resign—June 30

Retire—July 1

(D-basis retiree candidates wishing to retire at any other time in the year will have to have their CalSTRS service credit adjusted appropriately.)

C. Regular faculty members who retire from service with the District shall not, by virtue of their retirement, be deemed to have relinquished their placement on a seniority list in a discipline under Article 16.

D. Notwithstanding anything in Article 16 to the contrary (but subject to all of the limitations and conditions specified below), every newly retired faculty member who is not already on a seniority list in a discipline under Article 16 may request and shall be granted placement on a seniority list in a discipline under Article 16. Retirees placed on a seniority list will not be adversely affected by the California Public Employees' Pension Reform Act of 2013. Throughout the 180-day "sit-out" period, seniority lists will reflect a *Withdrawal* (W) and will not count as a refusal in determining seniority rights.

A newly retired faculty member's placement on a seniority list under this section shall be subject to the following limitations and conditions:

1. To be eligible to receive placement on a seniority list under this section, the faculty member must have served the District as a contract or regular employee for fifteen (15) or more years before their retirement.

2. The opportunity to receive placement on a seniority list under this section shall only be available to those faculty members who submit a written request for placement on a seniority list to their department chair and vice president of Academic Affairs. All such requests must be received within thirty (30) calendar days after the effective date of the faculty member's retirement and at least forty-five (45) days before the beginning of the term, during which the faculty member wishes to receive their first adjunct assignment under this section.

3. Under this section, the only seniority list on which a faculty member can be placed is the list for an appropriate discipline at the college from which the faculty member retired.

4. For the purposes of determining the faculty member's seniority under Article 16, the faculty member's "first semester of employment as an adjunct employee" shall be deemed to be the semester during which the faculty member's retirement date falls or (if their retirement date falls outside of a semester) the semester immediately preceding their retirement date. Once granted placement on a seniority list pursuant to this Article, the faculty member's right to continue as an adjunct faculty member and to receive adjunct assignments shall be governed exclusively by the terms of Article 16.

Article 23

Professional Training and Growth

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 member 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);

5. distribute, each primary term, an 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.

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 $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 their 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, they 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 (60) 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 $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).

Article 24

Personnel Files

A. Definition.

1. A personnel file is the personnel file compiled on an employee and maintained in the Human Resources Division at the District. The materials in these files may include, but are not limited to, employment and evaluation reports; evaluations, counseling memos, and adverse material shall be those personnel records that may be used by the District in any proceedings that affect the status of the employee. These files shall not include a supervisor's personal notes or the records relating to grievances and arbitrations.

2. Adverse or "derogatory" (Ed. Code 87031 [b.1]) material shall mean an alleged violation of any LACCD Board Rule, legislative statute, or civil or criminal law.

B. Placing Materials in the File

1. A faculty member shall be provided a copy of all written material in A.1 above prior to the time it is placed in their personnel file. No material may become a part of a faculty member's record, for example, being placed in their personnel file, until they have been provided a copy of such material and had an opportunity to respond. Such material shall be provided to the faculty member within ten (10) working days after the appropriate administrator's receipt of said material.

2. Material, listed in A.1 above, that has been placed or will be placed in an employee's personnel file in the Human Resources Division shall not be used in proceedings for cause at the end of four years after original receipt of the materials. Nothing in this section should preclude the District from referencing prior employee history in proceedings.

C. Viewing the File

1. A faculty member shall have the right at any reasonable time to inspect their personnel file.

2. The faculty member may be accompanied by a representative of the AFT.

3. The faculty member's AFT representative shall have the right, with the written consent of the faculty member, to inspect their personnel file at a reasonable time.

Article 25

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 Work Load 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 their 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 (3) working days (or five (5) 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 (10) 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 they need 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 their 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 they believe there is a significant likelihood that that will happen, they should consult with their 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 they are 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 their assignment does not normally require their presence on campus they may use the jury service to fulfill part of their 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 they are:
   - **a.** incapacitated by illness or injury;
   - **b.** absent from duty because of a quarantine occasioned by their own or another's illness;
   - **c.** required to care for a spouse, qualified domestic partner, child, parent or other member of their 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 (12) days of illness leave and those assigned on "B" or "C" basis shall be credited with ten (10) 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 they are employed.
     - **ii.** Notwithstanding Section 2.a.i., a full-time Monthly Rate Faculty Member on unpaid leave of absence shall have their 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 their 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 (1) TTH class) they shall have been credited with 4 illness days. If they 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 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 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
- 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
- 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."

4. 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 their full salary for the days of absence up to the total number of days of full-pay illness leave they have accumulated (or, for temporary adjunct faculty, until the end of the semester, whichever is first). Thereafter, they 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 Absent	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

5. **Extended Illness Leave.** When a faculty member is incapacitated by illness or injury, or absent from duty because of a quarantine, and after having 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 they have exhausted all of their 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 their 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 (1) full day for each working day of absence.

   b. Temporary Adjunct Faculty

   i. A temporary adjunct faculty is eligible for extended illness leave if they are unable to complete an assignment during a semester because of illness, injury or quarantine, and after they have exhausted all accumulated full-pay illness leave. Once commenced, the extended illness leave can continue until fifty (50) 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 their 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 (1) full day for each scheduled working day of absence.

c. Other Faculty

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

6. 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, their assignment shall be terminated and, notwithstanding anything in Article 16 to the contrary, they shall remain ineligible to receive any new assignments until they submit 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 licensed physician or other licensed practitioner certifying that they are 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, their assignment shall be terminated, and they shall remain ineligible to receive any new assignments until they submit 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 their licensed physician or other licensed practitioner certifying that they are able to perform faculty duties.

7. **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 they are qualified for holiday pay, 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 they receive pay because of illness, injury or quarantine on the first day of their 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 they receive pay because of illness, injury, or quarantine on the last day of their assignment preceding the holiday, the holiday shall not be considered as a day of illness or injury leave.

8. **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.

9. **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 they are 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.

10. **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 they will need to be absent on illness leave during twenty (20) or more consecutive working days, they shall submit a completed written Leave of Absence Request Form accompanied by supporting documentation from their 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.

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

12. **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, they will be required to forfeit any illness pay claimed during the period of employment.

13. **Return to Service.**

    a. Each faculty member who has been absent because of illness or injury for five (5) consecutive

workdays or more, shall, at the request of the District, submit a statement from 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 (20) consecutive workdays or more, shall not return to work until they have 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 licensed physician or other licensed practitioner certifying that they are 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.

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

1. A faculty member who wishes to donate illness leave shall be employed as a regular faculty member.

2. 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.

3. 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.

4. 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).

15. 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.

16. 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 sixty (60) working days (when the faculty member would have been

performing their 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 their 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 they 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 their 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, they 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 they meet eligibility requirements.

4. **Compensation.** When a faculty member is absent because of such assault and/or battery, the faculty member will be paid their 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 their licensed physician or other licensed practitioner certifying that they 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 their 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 their 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 (6) 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).** Anaccident toany faculty member'sperson(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 their 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 their 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 them 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 them 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 their 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 their 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.

**Reason number to be indicated on District form.*

e. The faculty member is to return to work whenever it is not necessary for them 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 themself 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.

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 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 their 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 their 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 their 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 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 their 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 from their duties due to the birth or impending birth of a child or arrival of an adopted child.

2. **Requirements**

STATUS: All faculty members other than day-to-day substitutes who have at least a minimum of one (1) 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 their pay for a period up to twelve (12) 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 their regular duties due to pregnancy, miscarriage, childbirth and recovery there from.

2. **Requirements**

STATUS: 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 their 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 their 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 their 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 their 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 inwriting 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

their assets as security for their 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 their return to active service, a written report describing their 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 their 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 their 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 their 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 their sabbatical leave.

3. Within three months following their 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 their 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 they 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 their 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 them 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 (3) months before the desired commencement of the leave unless they 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 (20) 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 they would have received had they 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, they 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, they shall continue to receive that contribution. If the faculty member does not meet those requirements, they 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 their 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 they have fulfilled the obligation to report all absences and has not neglected or overlooked the need to file any leave reports.

Article 26

Pre-Retirement Reduction in Work Load Program

This Article describes the District's Pre-Retirement Reduction in Work Load Program as authorized by Education Code Section 87483. Faculty members who participate in the Program may reduce their work load from full-time to a percent of full-time, but still maintain full-time retirement benefits pursuant to Education Code Section 22713 (for STRS members) or Government Code Section 20900 (for PERS members). The District and the AFT agree to consult on a level pay plan for the pre-retirement reduction in work load program.

Eligibility Requirements for Reduced Work Load Programs (Option I and Option II)

To be eligible to participate in the Pre-Retirement Reduction in Work Load Program a faculty member must meet all of the following requirements:

1. The faculty member must have reached the age of 55 by the beginning of the academic year in which the participation in the program begins;
2. The faculty member must have been employed full-time in an academic position requiring membership in STRS or PERS for at least ten (10) years; and
3. During the period immediately preceding the reduction in work load, the faculty member must have been employed full-time in an academic position for a total of at least five (5) years without a break in service. A leave of absence does not constitute a break in service for that purpose, but neither does time spent on any leave of absence count towards the required five (5) years of full-time uninterrupted service.

If a faculty member meets all of the eligibility requirements for participation in the Pre-Retirement Reduction in Work Lload Program and the faculty member is currently participating in one option and would like to switch to the other option, the faculty member may do so under the following conditions:

1. **Changing from Option I to II.** A faculty member may convert their participation to Option II if they have completed less than four (4) years under Option I at the time the change would take effect. The time accrued under Option I also counts toward Option II so that retirement is required no later than four (4) years from the start of their participation in the program.
2. **Changing from Option II to I.** A faculty member may convert their participation to Option I if they have completed less than four years under Option II at the time the change would take effect. The time accrued under Option II also counts toward Option I so that retirement is required no later than 10 years from the start of their participation in the program. The faculty member will also be required to reimburse the District for any additional funds that were received from the District as a result of enrollment in Option II.

Reduced Work Load

Options Option I

1. For a faculty member who is subject to Education Code Section 22713 (STRS members), participation in the Pre-retirement Reduction in Work Load Program shall end no later than ten years after the faculty member first began to participate in the program, whether or not their participation was continuous. For a faculty member who is subject to Government Code

20900 (PERS members), the maximum cumulative lifetime period during which the faculty member can serve in part-time status as a participant in the Pre-Retirement Reduction in Work Load Program shall not exceed five (5) years, whether or not the years are continuous. Furthermore, for PERS members, participation in the Program shall not continue beyond the end of the academic year during which the faculty member reaches their 70th birthday.

2. Unless the faculty member's participation in the Pre-Retirement Reduction in Work Load Program is terminated as provided in Sections 7 and 8, the faculty member shall retire when their participation in the Program concludes.

3. A faculty member whose work load has been reduced under this article shall retain paid benefits as if the faculty member were a full-time faculty member and shall receive a pro rata share of the salary the faculty member would have earned had the faculty member continued full-time. The faculty member shall also fulfill the appropriate pro rata share of the duties the faculty member would have been required to perform had the faculty member continued full-time.

4. In compliance with Education Code Section 22713 and Government Code Section 20900, as appropriate, a faculty member whose work load has been reduced under this article shall contribute to the appropriate retirement system by payroll deduction the amount the faculty member would have contributed had the faculty member continued full-time. Similarly, the Board shall contribute to the appropriate retirement system the amount it would have been required to pay had the faculty member continued full-time.

5. To initiate participation in the Pre-Retirement Reduction in Work Load Program, a faculty member shall complete form C814-8, Reduced Work Load Program Leave Form (Faculty) and submit the form to the President (or to the vice chancellor if at the District office) or designee, by April 1 of the academic year preceding the academic year during which the reduced work load is to become effective. The form will specify:

a. that the request is pursuant to this article;

b. The percent of a full-time work load the faculty member desires under this article, provided it is not less than fifty percent of a full load; and

c. The number of years during which the faculty member wishes their work load to be reduced under this article, provided the number of years does not exceed five (5) for PERS members (or extend beyond the end of the academic year during which the faculty member reaches their 70th birthday), or ten (10) for STRS members.

6. Before the faculty member's request to participate in the Pre-Retirement Reduction in Work Load Program is approved, the District in conjunction with the administrative staff of STRS shall verify the faculty member's eligibility to participate in the Program. (Verification of eligibility for PERS members is conducted by the District.) If the faculty member's eligibility is verified, participation in the program and the reduction in work load shall take effect during the next academic year.

7. Once in effect, participation in the Pre-Retirement Reduction in Work Load Program may be terminated only with the mutual consent of the faculty member and the District or by the retirement of the faculty member. Nevertheless, the District shall approve a faculty member's request to terminate participation in the Program if the faculty member submits the request on or before April 1 of their first year of participation in the Program.

8. If a faculty member's participation in the Pre-Retirement Reduction in Work Load Program is terminated, either by mutual consent or following receipt of the faculty member's timely request to terminate during their first year of participation, the faculty member shall return to full-time employment at at the beginning of the next academic year.

9. If a faculty member wishes to change the percent of a full-time work load, the faculty member performs under the Program, the faculty member must submit a new C814-8 form for a change with the college president/vice chancellor or designee on or before April 1. The request must specify the new percent of a full-time work load the faculty member proposes to render and, if approved, it shall take effect during the next academic year.

10. The schedule under which a participating faculty member shall fulfill their reduced work load shall conform to the program and staffing needs of the college while, to the extent practicable, meeting the preference of the faculty member. Ordinarily, the schedule for each academic year shall be mutually agreed upon by the college president or designee and the faculty member by April 1 of the preceding academic year and, thereafter, promptly documented in writing. Under the schedule, the faculty member may work any appropriate percentage of full-time during any single term or combination of terms, provided that the total time served during each year amounts to at least one-half of a full-time assignment for the year.

11. Nothing in this article shall prohibit a faculty member from requesting a reduction in contract outside of the provisions of this article or prohibit the District from granting such a request.

12. Reduced Work Load participation will not be approved for members whose participation date does not coincide with the beginning of the academic year.

13. A participant in the Reduced Work Load Program is in violation of the program if the faculty member retires or separated from employment prior to completing the academic year and will not earn a full year of service credit.

Option II

In addition to the conditions listed for Option I, the following additional conditions apply for Option II:

1. The faculty member shall reduce their work load under the Pre-Retirement Reduction in Work Load Program by at least 40% of a full-time work load, thereby retaining a work load of 50% to 60% of full-time averaged over each academic year.

2. For the first two years during which the faculty member participates in the Pre-Retirement Reduction in Work Load Program, the District will pay the faculty member an annual stipend of $4,000 in addition to the other compensation the faculty member earns under the program. However, if the faculty member terminates their participation in the Option II Pre-Retirement Reduction in Work Load Program (except by retirement or resignation), the faculty member must reimburse the District for the full amount of the stipends the faculty member received under this option.

3. Notwithstanding anything in Section 2 to the contrary, participation in the Pre-Retirement Reduction in Work Load Program shall end no later than four (4) years after the faculty member began to participate in the program under this option, at which time the faculty member shall retire.

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 their 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.

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[1]For 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

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 their 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 their 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.

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 sixty (60) 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 time-frame, 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, they shall continue to be covered under their 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 their 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 their enrollment to a plan that provides service in the area of their 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 their 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 their enrollment to a plan that provides service in the area in which they 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 their 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 (31) 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, their 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 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 they would have earned had they 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 their 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 they are scheduled to return to paid status in their 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, they are assigned to a position at any district location that will render them 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 they paid for the months during which they 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 their 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 their 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 they are 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 (30) 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. 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 pre-funding 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 their 70th birthday. This reduction shall take place on the premium date coincident with or immediately following their 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 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 be subject to 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 Faculty[2] and Temporary AdjunctFaculty

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, they will have access via the District's Contribution and Premium Only Plan (see Section II. A. below).

District Contribution and Premium Only Plan (POP)

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 they have 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 their participation in the POP, in subsection 'e' below), they are deemed to effectively be in a position lasting greater than six months as required by CalPERS' resolutions,
   - AND-
   they are 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 their 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:

[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 requirement.

Medical. For plan years 2021, 2022 and 2023, the District's monthly contribution will be an 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 $100 dollars per month in plan year 2021, $110 dollars per month in plan year 2022, and $120 dollars per month in plan year 2023. Beginning in plan year 2020, the District's monthly contribution in the new plan years 2021, 2022 and 2023, 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.

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, 2021, 2022, and 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 2021, 2022, and 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 2021, 2022, and 2023, 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 their 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 their 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 they are 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 Heath 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, 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, they 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, retirees 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 re-enroll in the AB 528 plan once coverage has been terminated. If a retiree has other coverage upon retirement and later loses that coverage, then they 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 they continue 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. 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.

lll. 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 their 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 (3) or more years immediately preceding their 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 (7) or more years immediately preceding their 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 (10) or more years immediately preceding their 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 their retirement under CalPERS or CalSTRS is no later than 120 days after their 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 their 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 their participation in the Health Benefits Program depends on whether they are 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 they turn 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 they were 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, they shall continue to be covered under their 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 their 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 their enrollment to a plan that provides service in the area of their 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 their 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 themselves and for each of their eligible dependents. If a retiree or survivor fails to re-enroll during any such mandatory enrollment period, their 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 their eligible dependents) may, if they remain eligible, re-enroll in plans. The retiree or survivor may re-enroll in plans at any time and the District shall verify their 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 reenrollment 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.** Eligible retirees and their 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 premiums subject to any plan limitations as set forth in LACCD/CalPERs resolutions.

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 in a "qualifying position" as follows:

% of District Contribution Rendered Toward Premium	Years of Service
50%	At least ten (10) years but fewer than fifteen (15)
75%	At least fifteen years but fewer than twenty (20) years.
100%	At least twenty (20) years.

G. **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 their 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 their 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 their 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 their 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, 2020, through June 30, 2023.

Article 28

Grievance Procedure

A. Definitions

1. **Grievance.** A grievance is the procedure to remedy a misinterpretation, misapplication, or violation of a specific item of this Agreement or of a written rule or regulation of the Los Angeles Community College District. The grievance procedure is initiated with a formal written complaint citing the specific item alleged to have been violated. The written complaint is given to the college grievance representative. The complaint, however, cannot ask for an adjustment to, and the grievance process does not address a remedy for, any of the following:
   - **a.** Another employee represented by any bargaining unit or any other faculty member.
   - **b.** Any and all matters relating to the selection and/or hiring of employees, except adjunct seniority and intersession priority.
   - **c.** Suspensions and dismissals for which review procedures are provided by the Education Code.
   - **d.** The review of final Peer Evaluation Reports or final Administrative Evaluation Reports in which the overall evaluation indicates that the employee is "Satisfactory."
   - **e.** The review of a written open non-confidential reference submitted in conjunction with a selection or evaluation for a position.
   - **f.** Accusatory statements or charges relating to the professional fitness or moral fitness of an employee. However, a Notice of Unsatisfactory Service which is not a basis for further disciplinary action may be grieved.
2. **Grievant.** A grievant is a member or group of members of the Faculty Unit.
3. **Respondent.** The respondent in any grievance is the administrator with the authority to adjust the complaint as determined by the campus or District.
4. **Working Days.** Working days means calendar days exclusive of Saturdays, Sundays, legal holidays and District holidays.
5. **College President.** College president means the chief administrative officer of a college.
6. **Vice Chancellor.** Vice chancellor means a management employee assigned the administrative responsibility for a division in the District office.
7. **Administrator.** Any employee designated by the Board as management consistent with the provisions of Government Code Section 3540 et seq.
8. **Representative.** Any employee of the Los Angeles Community College District designated by:
   - **a.** AFT to represent a grievant.
   - **b.** The college president or vice chancellor to represent a respondent.

B. Rights and Responsibilities

1. The grievant may elect to be represented by the AFT at Step One or Two of the Grievance Procedure or may have the grievance adjusted without the intervention of the AFT so long as the adjustment is not inconsistent with the terms of this Agreement provided that there shall be no resolution of the grievance until the AFT has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. The grievant and/or the grievant's representative may be present at all meetings. The representative as defined in this Article may present the case for the grievant or respondent or serve as an advisor.

2. An employee of the Los Angeles Community College District who is designated may serve as a Representative for the grievant or respondent without loss of salary. Absence from regular duties shall be granted to the grievant, the respondent, and their representative, if any, when such regular duties conflict with attendance at conferences or hearings in the Grievance Procedure.

3. Any rights granted to one party to the complaint shall be granted to the other.

4. Both parties to the complaint have a professional obligation to act in a cooperative and respectful manner for an early adjustment of the complaint.

5. The immediate administrator shall inform the grievant of any limitation upon their authority which prevents full resolution of the grievance and shall direct the grievant(s) to the administrator with the authority to fully resolve the grievance.

6. Any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in minimal interference with, or interruption of, the instructional program and related work activities of the grieving employee or of the staff.

7. The grievant and respondent shall have equal access to any documents and District records which will assist in adjusting the grievance.

8. Grievances of a similar or like nature may be joined as a single grievance upon the written consent of the grievants involved. Should the grievants so consolidate, the final grievance decision shall be binding upon all parties to the consolidated grievance.

9. Copies of all documents and communications related to the process of the grievance shall be filed in the Office of Employer-Employee Relations and shall be kept separate from the personnel files of all the participating parties.

C. Waivers and Time Limits

1. Failure of the grievant(s) to act on any grievance within the prescribed time limits, unless mutual agreement to extend the time has been reached, shall conclude the grievance.

2. Failure by an administrator or designee to respond to the employee's grievance within the specified time limits shall permit the grievant to proceed to the next step unless mutual agreement to extend time has been reached.

3. Any level of review may be waived by mutual agreement of the parties to the grievance. Any time limits established in this procedure may be extended by mutual agreement of the parties to the grievance.

4. The day following actual service of written decision by either of the parties shall be counted as DAY ONE for any deadline.

5. By mutual agreement, the grievance may revert to a prior level for reconsideration.

6. Once a formal written grievance has been filed, the grievant or the grievance representative may request that further processing of the grievance be suspended during any summer or winter intersession with all subsequent time limits extended accordingly. Unless the District cites a compelling reason requiring the grievance to proceed without interruption, it shall agree to the request.

D. Step One

1. Within twenty (20) working days after the grievant knew, or by reasonable diligence could have known, of the condition upon which the grievance is based, the parties should attempt at the college to resolve the issue before a grievance is filed. If an informal resolution is not reached, the grievant shall file a formal written grievance. Three (3) copies of the District Grievance Form (Appendix B) shall be completed by the grievant. The written grievance shall contain a clear and concise statement of the alleged misinterpretation, misapplication or violation of a specific item of this Agreement or of a written rule or regulation of the District, the remedy sought and the name of the employee's representative, if any. The grievant shall submit two (2) copies to the appropriate administrator and retain the third copy.
2. The administrator or designee shall schedule a conference with the grievant within five (5) working days after receipt of the written grievance.
3. Within ten (10) working days from the date of the conference, the administrator shall communicate their decision in writing to the grievant on the submitted grievance form. The written decision shall contain a clear and concise statement as to the reason(s) for said decision.

E. Step Two

1. Within ten (10) working days from receipt of the decision in Step One, the grievant may appeal to the college president or vice chancellor. The appeal shall contain the information described in Step One, Section 1; copies of the decision rendered by the administrator; and reasons for the appeal.
2. Within ten (10) working days after the receipt of the Step One appeal, the college president or vice chancellor or designee shall schedule a conference(s) with the grievant and other persons whose assistance the college president or designee deems necessary to adjust the grievance.
3. Within ten (10) working days after the conference (see E.2), the college president or vice chancellor or designee shall communicate their decision and the reasons for the decision in writing to the grievant and the Step One authority. The written decision shall contain a clear and concise statement as to the reason(s) for said decision.

F. Step Three

Following a Step 2 denial, and if the grievant elects to move forward, they have ten (10) working days to request to proceed to a hearing before the AFT Grievance Review Committee. The committee is comprised of the grievance representative from each campus, the AFT Chief Grievance Officer, and a representative(s) of the AFT Executive Board; the committee will review all evidence of the grievance and have the following option(s):

1. **Not pursue the grievance further.**

2. **Meet with Human Resources.** If the committee votes to proceed to a meeting with Human Resources, the chief grievance officer will, within five (5) working days, contact the District's Human Resources Division to schedule a Step 3 meeting with the District's chief Human Resources officer or designee in an effort to resolve the issue. Once requested, the meeting shall be scheduled to occur within ten (10) working days of the initial request, unless otherwise scheduled by mutual agreement. The AFT and the District will seek to resolve grievances amicably and in advance of arbitration whenever feasible.

3. **Mediation.** If the AFT Grievance Review Committee votes to go to mediation, and the AFT representative and the District representative conclude that mediation might be helpful in resolving the grievance, the AFT and the District will select a mediator from a mutually agreed upon list of professional mediators and bring the parties to the issue together in an effort to resolve the issue. The mediation shall not exceed two (2) days in duration. The District and the AFT shall jointly agree upon a means of appointing mediators for this purpose. No action shall be required as a result of the mediation unless mutually agreed to by both the District and the AFT. If mediation is attempted, evidence of either party's conduct or statements during the mediation shall be inadmissible in any subsequent arbitration proceeding. Furthermore, the District and AFT shall share equally the cost of the mediation.

4. **Arbitration.** If either meeting with Human Resources or mediation was not a chosen option or was unsuccessful in resolving the issue, the grievance shall proceed, after a vote to do so by the Grievance Review Committee, to arbitration.

   The following procedure shall apply for selecting an arbitrator:

   a. Within fifteen (15) working days, the District and the AFT shall jointly agree on a means of appointing an arbitrator.

   The list shall be arranged by lot and rotated with each arbitration. The list shall be in force for the duration of this Agreement unless there is mutual agreement by the parties to modify the list. If one or more of the arbitrators on the panel no longer wish to serve, or is no longer able to serve, such person(s) shall be replaced by mutual agreement of the parties. Arbitrators shall be experienced in labor arbitration, preferably in higher education or a closely related field.

   b. Within ten (10) working days of receipt of the filing for arbitration, the Office of Employer-Employee Relations shall contact the first arbitrator on the rotated list for appointment as arbitrator. Should they not be available to hold a hearing within thirty (30) working days of the selection, the Office of Employee & Labor Relations (ELR) shall contact the next arbitrator on the list and go through the same process. The process shall be repeated until an arbitrator is obtained who is available within the thirty (30) working days. If no member of the panel is available within the prescribed time limits, the arbitrator available at the earliest date shall be chosen.

c. The arbitrator shall convene a hearing at the earliest practicable date after their appointment. The hearing shall be under the direction of the arbitrator who shall, unless the parties stipulate to the use of other rules and procedures, conduct the hearing in accordance with the rules and procedure prescribed in Section 11513 of the Government Code of the State of California. No other Section of the California Government Code shall apply to this grievance procedure. The Office of Employee & Labor Relations (ELR) shall be responsible for the arrangements of the hearing, the recording of the procedures, the maintenance of records, and such other services required to assist the arbitrator in fulfilling their responsibilities. Neither party shall communicate with the arbitrator without first contacting the other party to explain the purpose of the intended communication.

d. The hearing shall be tape recorded. A transcript of the record shall be prepared at the request of either party or the hearing officer. The cost of the transcript shall be borne by the party requesting the transcript, except that the parties shall share the cost of the transcript if requested by the hearing officer. If no request for a transcript is made, the parties shall have access to the tapes.

e. The arbitrator shall review the written statements submitted by the parties to the grievance. The appellant and the respondent may request the presence of witnesses and shall supply the arbitrator with a list of the witnesses to be called at least 48 hours in advance of the hearing. The arbitrator shall be empowered to direct the attendance of any District employee to attend the hearing without loss of salary to the employee. If the employee refuses to attend the hearing, the arbitrator shall have the power to subpoena the employee.

f. All documents and communications related to the process of the grievance shall be filed with the Chancellor or their designee and shall be kept separate from the personnel files of the participating parties. Advocates for parties shall exchange all documentary material to be entered as evidence at least ten (10) working days before the first day of the hearing. The names of witnesses shall be exchanged at least five (5) working days before the first day of the hearing.

g. The arbitrator's decision shall be based solely and exclusively on the evidence and arguments presented by the parties to the grievance and the record in the case. The arbitrator's decision shall be limited to a specific finding regarding the alleged misinterpretation, misapplication or violation of a specific item of this Agreement or of a written rule or regulation of the District.

h. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. The arbitrator shall have the authority to grant or recommend the payment of salary if it is proven that the grievant has rendered service and has not been paid for that service; the arbitrator may require the District to pay the salary due for such service. Other monetary awards may be granted in accordance with the principle of arbitration to make the injured party whole. If a monetary award, other than salary for services rendered, is made in excess of $2,500, the Board of Trustees shall review the arbitrator's decision and render a final decision as to the amount of the award to be granted. The arbitrator shall have no power to grant a remedy exceeding that sought by the grievant.

i. The arbitrator shall render written findings, conclusions, and recommendations within sixty (60) days of the termination of the hearing. The findings, conclusions, and recommendations shall be final and binding on both parties.

j. The Board and AFT will share equally the payment of the services and expenses of the hearing officer.

Article 29

Salary for 2020-21, 2021-22, 2022-23

The LACCD Board of Trustees ("The District") and the AFT Faculty Guild ("The AFT") agree to a three-year salary agreement for fiscal years 2020-2021, 2021- 2022, and 2022-2023. Effective July 1 of each year (2020, 2021 and 2022), the augmentation of all elements of the faculty salary schedule will be determined by the following:

A. Reserve Requirement

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, district-ending balances, and any additional undesignated balances, must be identified by June 30th of each year (2020, 2021 and 2022). 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 reserve is equal to or greater than the projected level of reserve, 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

If the District receives COLA that is above zero %, approved, funded, and provided by the State for 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, and equity 2.

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.

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 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:

2. In the event that the 10% reserve is not attained then COLA will be used to bring the general fund reserve 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 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 full-time 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 related professional/occupational experience, (when requested by the District,) at the time a job offer is made. Upon receipt of a complete set of official transcripts and verification letters of related professional/occupational experience from prior employers, the District shall make every effort to complete the rating-in process within thirty (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 completed.

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 $373 per month is paid for an earned doctor's degree or $175 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, 2020, for the current amounts for 2021-2022 and 2022-2023 academic years go to the District website: https://www.laccd.edu/departments/HumanResoursces/HRPublication-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 work load 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 work load leave receive a pro-rated certificate differential. The list of eligible fields 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 -Carpentry -Electrical -Plumbing -Welding	Construction, Maintenance & Utilities	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
Radiological Technologists	Radiological Technology	American Registry of Radiologic Technologists. (ARRT)
Registered Dietician Registered Nurse Registered Respiratory Therapist	Dietetics, Nutrition Nurse, Nursing Respiratory Therapy	Commission on Dietetic Registration Board of Registered Nursing 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
Certified Genetic Counselor (L.C.G.C.)	Biology	CA Dept. of Public Health

(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

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$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, 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 $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 their assignment. A department chair shall receive a responsibility differential of $550 year-round, if eligible, according to the provisions of Article 17. Faculty member 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 $59.41 per hour.

viii. Faculty Mentor^: $660 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 Teaching Hours per semester. The Over-base Differential^ (Credit or Non-Credit): $344 per pay period for 1 standard hour beyond 18, $688 per pay period for 2 standard hours beyond 18, and $1,032 per pay period for 3 or more standard hours beyond 18.

^Amounts listed are effective July 1, 2020, for the current amounts for 2021-2022 and 2022-2023 academic years go to the District website: https://www.laccd.edu/departments/HumanResoursces/HRPublication-2/Pages/Pay-Scales-and-Differentials.aspx.

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, 9, or 10 (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 non-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 SubstituteService
v. An employee serving as an adjunct substitute instructor shall be paid at their regular adjunct step for such substitute assignment.

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.

^ 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 2020-2021, 2021-2022, 2022-2023 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.

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 30

Wage-Step Placement

A. Upon initial employment full-time faculty shall be granted salary credit for full-time paid experience in a capacity which directly relates to their assignment in the academic (classroom and non-classroom) and vocational disciplines listed in Tables A and B in Article 13 and for the service position of College Nurse (listed in Table B).

B. Experience credit for rating in purposes shall be granted in the following manner as indicated in Appendix A, one additional step for every two years of experience up to the limit set by the column placement, except that new employee experience as a faculty member in an accredited college or university, or as a academic employee in a public or private school shall be granted on the basis of one year of experience for each step on the salary schedule.

YEARS OF EXPERIENCE		
Non-Academic	**Academic Institution**	**Step**
0-1	0	1
2-3	1	2
4-5	2	3
6-7	3	4
8-9	4	5
10-11	5	6
12-13	6	7
14 or more	7 or more	8

C. Step advance shall be granted each year in accordance with Board Rules 10529-10534.

Article 31

Column Placement

A. All newly hired monthly rate members of the bargaining unit shall be placed on the salary schedule in accordance with evaluation of preparation. New faculty members may be allocated up to and including Column E in accordance with District rules and regulations. (See Appendix A. A 1.)

B. For column advancement after employment, point credit for lower division courses will be granted in accordance with District rules and regulations. For courses taken in the Los Angeles Community College District after employment, column advancement credit shall be granted in accordance with District rules and regulations only when the proposed course(s) is (are) approved by the college president as being appropriate for the development of the faculty member.

Article 32

Committees

I. The District and the AFT recognize that decision-making in an academic environment is generally made via committee. Committees may address union issues of wages, hours, and working conditions, or shared governance concerns such as facilities oversight, educational planning, resource allocation, and long-term strategic goal setting. Committees that are negotiated as part of this Agreement shall include AFT and Academic Senate participation as designated. All committees should operate under the principles of participatory decision-making. In each instance where AFT committee membership is designated, the AFT chapter president shall select those faculty member(s) to serve. In each instance where Academic Senate committee membership is designated, the Academic Senate President shall select those faculty member(s) to serve.

II. Committee Participation. Every full-time monthly rate faculty member shall serve on at least one departmental, college, or District-wide committee or equivalent. Temporary adjunct faculty are eligible to serve on department and college-wide committees. If it is agreed to by the college and the AFT that an adjunct faculty member will receive compensation for committee service, the provisions of Article 13.C.2 regarding adjunct compensation for ancillary duties will apply.

III. College Committees. Each college shall establish the committees required by the Agreement. Recommended committees may be established to address local college governance needs and issues. In practice, committees at specific colleges may vary from the guidelines provided below.

A. Budget Committee *(required)***.** Each college shall establish a budget committee, which includes representation from the faculty. The number of AFT faculty representatives in such budget committee shall be equal to the number of Academic Senate faculty representatives.

B. Calendar Committee *(required)* (see Article 10).

C. **Curriculum Committee** *(required)***.** Each college shall establish a curriculum committee under the auspices of the Academic Senate. The majority of the committee's members are faculty members selected by the faculty. At least one member of this committee shall be chosen by the AFT to represent the AFT. The chair of this committee shall be a faculty member.

D. **Distributive/Distance Learning (D/DL) Committee** *(recommended)* (see Article 40).

E. **Educational Planning Committee or equivalent** *(required)***.** A college should establish an educational planning committee or equivalent under the auspices of the Academic Senate as defined in Title 5 (academic and professional matters) to address issues related to its educational program, including academic programs and enrollment issues, such as strategies to manage enrollment during active enrollment periods. When such a committee exists, AFT representation shall be included.

F. **Facilities Planning Committee** *(recommended)***.** A college may establish a facilities planning committee to address issues regarding the colleges facilities planning. When such a committee exists, equal AFT and Academic Senate faculty representation shall be included.

G. **Faculty Position Hiring Prioritization Committee or equivalent** *(required)***.** A college shall establish a faculty position hiring prioritization committee or equivalent under: 1) the auspices of its Academic Senate; or 2) its shared governance Committee with the consent of its Academic Senate to recommend hiring prioritization for tenure track faculty positions and temporary replacement faculty positions. AFT representation shall be included (see also Article 33).

H. **Information Technology Committee** *(recommended)***.** A college should establish an information technology committee to address issues regarding the college's use of technology. Equal AFT and Academic Senate faculty representation should be included on this committee.

I. **Intersession Committees** *(required)* (see Article 15 D).

J. **Peer Evaluation Committees** *(required)***.** Faculty performance is evaluated by a peer review process, which generally entails the formation of a peer review committe (see Articles 19 and 42).

K. **Professional Growth Committee** *(required)* (see Article 23).

L. **Satellite Oversight Committee** *(recommended)***.** A college may establish a satellite oversight committee to address issues regarding the operation of college satellite locations. When such a committee exists, equal AFT and Academic Senate faculty representation shall be included.

M. **Shared Governance Committee** *(required)***.** A college shall establish a shared governance committee to address issues regarding the college's shared governance activities. Equal AFT and Academic Senate faculty representation shall be included on this committee.

N. **Work Environment Committee** *(required)* (see Article 9).

IV. **Compensation for Committee Chairs.** If a faculty committee chair (other than the Work Environment Committee—see Article 9) is to be compensated, the terms and conditions of that compensation shall be determined by the college president in consultation with the AFT chapter president, and the Academic Senate President at the beginning of each academic year.

V. District Committees

A. The District Budget Committee (DBC). The DBC shall address issues of district-wide concern regarding revenue, enrollment targets and expenditures and shall include representation from the faculty. The number of AFT faculty representatives in the DBC shall be equal to the number of Academic Senate faculty representatives.

B. Joint Labor Management Benefits Committee (JLMBC) (See Article 27).

C. Equal Employment Opportunity Advisory Committee. The District shall establish an Equal Employment Opportunity Advisory Committee as described in Title 5 Section 53005. The committee shall include representation from the faculty. At least one member of the committee shall be chosen by the AFT. The committee shall assist the District in developing and implementing an equal employment opportunity plan (Title 5 Section 53003).

VI. Formation of Committees. The parties agree to establish a joint committee or committees to meet on a regular basis, discussing areas of mutual interest, such as contractual issues and improved efficiencies in District operations, conducting discussions using interest-based-bargaining (IBB), or other mutual problem-solving methods. The District shall provide the training and support (which may include compensation or reassigned time as agreed to by the AFT and the District) necessary for this effort.

Article 33

Replacement and New Faculty Positions

A. Hiring Prioritization Process for Replacements and New Faculty Positions. Whenever a faculty member is on long term leave or reassignment, or separates from the District for any reason, the College President will seek input from the faculty with regard to replacement of the faculty member. This will be done via an agreed upon process among the AFT, the Academic Senate, and the College President. A Faculty Position Hiring Prioritization Committee or its equivalent as described in Article 32 is required for this purpose. This committee shall also recommend hiring prioritization for new tenure track faculty positions and temporary replacement faculty positions.

B. Prioritization Criteria for Replacements and New Faculty Positions.
The following criteria should be considered by the Faculty Position Hiring Prioritization Committee or its equivalent (and ultimately by the College President) in making replacement and new faculty position decisions:

1. the Educational Master Plan

2. program viability

3. staffing needs (including the goal of maintaining or increasing the college's ratio of full-time to part-time faculty)

4. program needs

5. enrollment and financial resources,

6. assignments in a discipline where the load consistently staffed by adjunct faculty for more than three years exceeds one full time position.

C. Default Recommendation for Replacements

In the absence of a recommendation from the Faculty Hiring Prioritization Committee to the contrary, the following default recommendation for replacements applies:

> Faculty positions vacated, for any reason, for any length of time, should be replaced with temporary or new contract faculty. Any full time faculty position permanently vacated should be filled with a regular or contract (tenure track) faculty member within, whenever possible, one year.

D. Response to Committee Recommendations.

Should the College President determine not to replace the employee or otherwise deviate from recommendations for the hiring of new faculty positions, the reasons for the decision(s) shall be in writing to the Faculty Position Hiring Prioritization Committee (or equivalent) with a copy to the affected department chair(s), the AFT, and the Academic Senate.

Should the vice chancellor of Human Resources determine not to replace the employee, the reasons for the decision shall be in writing to the College President, who will then notify the appropriate College representatives.

E. Hiring Adjuncts as Faculty Replacements. When a College adds adjunct classes to a discipline in lieu of replacing a regular employee, the Faculty Hiring Prioritization Committee (or equivalent) and the affected department chair(s) shall be notified in writing of the number of hours/classes added with a copy to the AFT.

Article 34

Transfers

A. Voluntary Permanent Transfers by Selection

1. Definition. A voluntary transfer is one requested by the faculty member and is a permanent change of location (from one campus to another). In addition,

- **a.** A faculty member may request a change of subject field with transfer.
- **b.** A faculty member may change from one class code to another with transfer.
- **c.** All transfers under Article 34.A are subject to the selection process.

2. Basic Policy

- **a.** Tenure rights do not extend to any particular assignment or location. Requests for transfer of location shall be considered when vacancies occur, but there is no obligation to select faculty members who have requested transfer over other eligible candidates when filling vacancies.

b. The filing of a Request for Transfer is without prejudice to the faculty member. It does not jeopardize their present assignment. A Request for Transfer may be withdrawn by the faculty member at any time prior to the official confirmation that the requested transfer has been effected.

c. Voluntary transfers shall be limited to faculty members with permanent status. Faculty members in their final probationary year who have served that complete school year, by having served at least 75 percent of the maintained days or 75 percent of the full-time hours, may submit a Request for Transfer for the following academic year. (See EC87468, 87469)

3. Transfer Requests

a. An eligible faculty member has the privilege of requesting a transfer to another college, subject to the following conditions:

i. The faculty member shall submit to the Human Resources Division an official form, Request for Transfer, Form C287. Transfer requests shall be accepted on a continuous filing basis. Request for Transfer forms are available at each college and from the Human Resources Division. Faculty members submitting a Request for Transfer form should attach an updated resume to the form.

ii. The Human Resources Division shall issue an acknowledgement to the applicant and, if the applicant is eligible, file a copy of the Request for Transfer (and a copy of the resume if submitted) along with the applications of the other applicants in the eligible pool.

b. Each hiring committee shall be provided with a list of eligible applicants which includes transfer applicants.

c. Transfer applicants shall be considered with candidates in eligible pools. Transfer applicants shall be offered an interview each time interviews are scheduled to fill a permanent position at a location where they have requested a transfer.

d. Requests for transfers properly submitted and approved shall be given consideration. Except under special circumstances, consideration shall not be given to the transfer request of any faculty member until they have served a minimum of two (2) years at any college to which they were transferred at their own request.

e. Requests for transfer are valid until June 30 of the second academic year immediately following the academic year in which the application is filed. A new application must be filed in order to be considered after this period.

f. A master list of faculty members who have requested a permanent transfer (as well as faculty members who have requested a temporary transfer under Section B of this Article) shall be provided to the AFT by May 1 of each year. Form letter notification shall be sent at the same time to all faculty members on the list.

B. Temporary Transfer of Employees *(Voluntary)*

1. **Definition.** A temporary transfer is a change of location to serve during the absence of a faculty member on leave or to fill a temporary vacancy. In addition,
   - **a.** A faculty member may request a change of subject field with temporary transfer.
   - **b.** A faculty member may change from one class code to another with temporary transfer.
   - **c.** All temporary transfers under Article 34.B are subject to the selection process.

2. **Basic Policy**
   - **a.** Temporary transfers shall be limited to faculty members with permanent status. Faculty members in their final probationary year who have served that complete year, by having served at least 75 percent of the maintained days or 75 percent of the full-time hours, may submit a Request for Transfer for the following academic year. (See EC87468, 87469.)
   - **b.** Requesting a temporary transfer is without prejudice to the faculty member.
   - **c.** Temporary transfers are limited to periods not to exceed one year.
   - **d.** Temporary transfers may be extended on a yearly basis upon agreement of all parties to the initial transfer or exchange (see 3. e and f).

3. **Temporary Transfer Request Procedure**
   - **a.** A request for temporary transfer shall be submitted as indicated on Form C774, Request for Temporary Transfer or Exchange—Faculty. Temporary transfer requests shall be accepted on a continuous filing basis. The Request for Temporary Transfer or Exchange form is available at each college and from the Human Resources Division.
   - **b.** The request shall include the acknowledgment signature of the college president or vice chancellor where the faculty member is currently assigned.
   - **c.** The college president or vice chancellor shall forward the Request for Temporary Transfer or Exchange form to the Human Resources Division.
   - **d.** The Human Resources Division shall issue an acknowledgment to the applicant and, if the applicant is eligible for consideration, send copies of the request to each of the colleges included in the request.
   - **e.** No temporary transfer can be made without the approval of the presidents of both colleges or vice chancellors and the persons involved at the time a specific temporary transfer is proposed.
   - **f.** Temporary transfer applicants shall be considered along with other candidates in the eligible pool when filling the position of a faculty member on leave. Transfer applicants shall be offered interviews for each opening as it occurs at a college to which a temporary transfer is requested.
   - **g.** Approved requests for temporary transfer shall be eligible for consideration for two academic years following the academic year in which the application is filed.

C. Voluntary Exchange

1. **Definition.** A temporary voluntary exchange is a voluntary transfer of two faculty members each to the other's position.

2. **Basic Policy**

   a. Temporary exchanges shall be limited to faculty members with permanent status.

   b. Temporary exchanges are limited to periods not to exceed one year.

   c. Temporary exchanges may be extended on a yearly basis upon agreement of all parties to the initial exchange (see 3. e).

3. **Temporary Exchange Request Procedure**

   a. A request for temporary exchange shall be submitted as indicated on Form C774, Request for Temporary Transfer or Exchange—Faculty. Temporary exchange requests shall be accepted on a continuous filing basis. The Request for Temporary Transfer or Exchange form is available at each college and from the Human Resources Division.

   b. The request shall include the acknowledgment signature of the college president or vice chancellor where the faculty member is currently assigned.

   c. The college president or vice chancellor shall forward the Request for Temporary Transfer or Exchange form to the Human Resources Division.

   d. The Human Resources Division shall issue an acknowledgment to the applicant and, if the applicant is eligible for consideration, send copies of the request to each of the colleges included in the request.

   e. A voluntary temporary exchange of two persons requires the mutual consent of both persons and the approval of the presidents of both colleges or vice chancellors after consultation with the departments affected, and does not require the faculty selection process.

   f. Approved requests for temporary exchange shall be eligible for consideration for two academic years following the academic year in which the application is filed.

   g. After a temporary exchange has been in place for two years, it may be made permanent by the consent of both persons and the approval of the presidents of both colleges or vice chancellors, after consultation with and consent of the departments affected.

D. Administrative Transfer *(Voluntary or Involuntary)*

1. Definition. An administrative transfer is a change of location of a faculty member which was initiated by the administration; such transfer may be involuntary or voluntary.

2. An administrative transfer may be made for one or more of the following reasons:

   a. Enrollment increase or decrease

   b. Comparative staffing

   c. Establishment or elimination of programs

   d. Interpersonal conflicts within a department that negatively affect the educational program or the functioning of the department.

e. Compelling reasons of personal safety.

f. Conflicts of interest.

3. Whenever the District proposes such a transfer it shall:

a. Identify the need for additional faculty members by discipline and college, when reasons 2.a, 2.b or 2.c above are cited.

b. Identify one or more colleges from which such a transfer could occur with limited adverse effect, when reasons 2.a, 2.b, or 2.c above are cited.

c. Provide the AFT with the name and the reason for the proposed transfer.

d. Provide in writing to the faculty member being transferred the reason for the transfer.

4. When reasons 2.a, 2.b or 2.c above are cited, such involuntary administrative transfers for classroom teachers may only be made at the start of the fall semester or the start of the spring semester and with a four-week prior notice. Non-classroom faculty members shall receive a minimum 45-day notice prior to such transfer.

5. The District Office, Human Resources, will take the following actions when an involuntary administrative transfer is to be made and reasons 2.a, 2.b or 2.c above are cited.

a. Review the voluntary transfer list to determine if anyone serving at one of the colleges identified for possible reduction in an appropriate subject or service area has a request on file to transfer to the college where an additional staff member is needed. A faculty member who has been reassigned out of a discipline and who prefers transfer to reassignment shall be allowed to enter their name on the voluntary transfer list for the discipline from which they were reassigned.

i. If only one voluntary transfer is available* whose transfer would have limited adverse effect, that faculty member will be administratively transferred.

ii. If two or more voluntary transfers are available* whose transfer would have limited adverse effect, the campus where the need exists shall interview those faculty members and submit a recommendation according to the selection process (Personnel Guide B 473).

iii. If no voluntary transfers are available* as described above, proceed to step b.

b. Identify the faculty member with the least district seniority serving at each of the locations identified for possible reduction in the subject or service area (as defined in Appendix E, Discipline Lists) needed for transfer. If only one location has been identified for possible reduction, the faculty member with the least district seniority in the identified subject or service area shall be administratively transferred to the new location. Whenever more than one location has been identified for possible reduction, the least senior faculty member in the identified subject or service area shall be transferred. If faculty members in the identified subject or service area have the same seniority date, the administrative transfer shall be determined by assigned random number.

6. No person involuntarily transferred shall be involuntarily transferred again until all faculty members in the discipline at the receiving college or location have been involuntarily transferred.

* Those person(s) on the the transfer list who are currently at colleges identified in Section D. 3. b above.

7. In all instances except D.2.d., D.2.e., or D.2.f. above, any person involuntarily transferred shall have the right to return to their discipline on the campus from which they have been transferred should a vacancy occur at the location. The vacancy cannot be filled by other candidates until the involuntarily transferred person has been offered the position.

8. The person being involuntarily transferred may appeal to the Chancellor or designee only on the basis of physical disability or medical condition. If the appeal is denied, the transfer shall be made. If the appeal is granted, the next least senior person shall be transferred. That person shall also have appeal rights.

9. In cases of involuntary transfer under D.2.d., D.2.e., or D.2.f., if the transferred faculty member wishes to maintain their adjunct assignment at the location from which the transfer is initiated and has adjunct seniority at that location, they shall file a timely request in writing to the administration at that location that the adjunct assignment be maintained. The administration shall, after receiving such a request from such a faculty member, consult with the department involved and the campus AFT and make a good faith effort to establish suitable arrangements for maintaining the adjunct assignment, consistent with the obligation to avoid conflict and preserve safety. If, after such process the administration and the campus AFT agree that the adjunct assignment can be maintained, the assignment shall be maintained. Otherwise, written notice of the reason for non-maintenance of the assignment shall be provided to the faculty member by the administration and the AFT.

Article 35

Reassignment Including Position Leave

A. Definition. A reassignment is an assignment at the same location of a faculty member to a discipline in which the faculty member is qualified and competent to serve but a majority of which is in a different department or discipline than that to which the faculty member is usually assigned.

B. Reassignment *(Voluntary)*

1. A faculty member may request a reassignment to a department or discipline in which a vacancy exists. Such request shall be made in writing to the college president with a copy to the department chair of the department or discipline to which the faculty member requests reassignment.

2. If the reassignment is approved by the College President and the department or discipline to which it has been requested, it shall be made. If the reassignment is not so approved, the reasons for non-approval shall be provided in writing to the faculty member.

C. Reassignment, Administrative *(Involuntary)*

1. An administrative reassignment may be made for one or more of the following reasons.

a. Enrollment increase or decrease.

b. Establishment or elimination of programs.

c. Interpersonal conflicts within a department that negatively affect the educational program or the functioning of the department.

2. Involuntary Administrative reassignments for classroom teachers may be made only at the start of the fall semester or the start of the spring semester. Non-classroom unit members may be reassigned at any time as needed.

3. An involuntary reassignment shall be made by the College President or their designee only after meeting and conferring with the faculty member, the faculty member's current department chair, and the faculty member's proposed new department chair. Prior to this meeting, the College President or their designee shall provide to the parties the reasons for the reassignment and the reasons for the selection of the new assignment.

4. In all instances except 1.c. above in which a reassignment is required, reassignment shall be in reverse discipline seniority.

5. Whenever possible, notice of an involuntary reassignment shall be given at least six weeks prior to the start of the semester in which the faculty member is scheduled to assume the new assignment.

6. Whenever possible, an involuntary reassignment shall not be made unless the employee has been afforded the right to transfer to another college in the field of their current discipline/department assignment.

Article 36

Other Benefits

A. Retirement Plan Options for Faculty Who Are Not Mandatory STRS DB Plan Members. The District shall provide every faculty member who is not a mandatory STRS Defined Benefit Plan member with the option of participating in one of the following retirement savings plans:

1. **The STRS Cash Balance Plan** with the employee contributing 4% of his or her creditable earnings and the District contributing 4% of the employee's creditable earnings. This plan is the default plan option for all faculty represented by the AFT who are not mandatory STRS Defined Benefit Plan members, according to statute; or
2. **The STRS Defined Benefit Plan**, if the employee is eligible, with the employee and the District each contributing a percent of the faculty member's creditable earnings as prescribed by law (currently 8.15% for the employee and 8.88% for the District), and with the District using 600 Standard Teaching Hours per year (fifteen per week times forty weeks per year) as the basis for determining a classroom faculty member's full year of service credit when teaching in a 15 hour (per semester) contractual load. For all other contractual loads, the parties will proportionately adjust the annual standard working hours as indicated in Table A below. However, the number of hours reported annually for service credit will not fall below 525 standard teaching hours.

Table A

Contractual Load/Semester	Annual Standard Teaching Hours Reported to CalSTRS
12	525*
15	600
17	680
18	720
20	800
21	840
25	1000
30	1200
35	1400

*Should be 480 hours but minimum required by Ed Code is 525 hours.

Unused Illness Leave Days which temporary adjunct faculty accrue will apply toward their retirement if they are participating in the STRS DB plan; or

3. **Social Security** with the employee contributing 6.2% of his or her creditable earnings and the District contributing 6.2% of the employee's creditable earnings; or

4. **Public Agency Retirement System (PARS)** with the employee contributing 3.5% of his or her creditable earnings and the District contributing 4.0% of the employee's creditable earnings.

B. Retirement Information. The District will maintain staff to serve as a resource on retirement system issues. The District will maintain a section on its website to provide up-to-date information on its retirement options.

Article 37

Maintenance of Dues Checkoff

A. The District shall deduct and make appropriate remittance to AFT all dues 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. 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.

4. 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.

Article 38

Faculty with Noncredit Assignments

A. This article applies to faculty teaching noncredit classes. 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 faculty teaching noncredit classes.

B. 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, including daily and final positive attendance rosters, grade rosters (P, SP, NP, or*), and all required district, federal, and state records and reports.

Each 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 schedule 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 furnish that person with a copy of the schedule. The schedule shall include 10 minutes of office hours for each standard hour that is a part of the faculty members 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, 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 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.

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 faculty teaching noncredit classes shall be paid according to the Adjunct Schedules for Part-time Non Credit Faculty set forth in Appendix A.

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

Article 39

Load Banking

A. Load banking is a means by which tenured faculty members may earn load credit instead of salary for assignments that are beyond their standard assignment under Article 13, "bank" that credit so that it is retained over time, and use it during a future academic term to receive a reduced assignment without loss of pay or a paid Load Credit Leave.

1. **Eligible Participants.** Eligibility to participate in load banking under this Article is limited to faculty members who are regular employees and who are not consulting instructors, instructors special assignment, or Child Development Center directors or teachers. No faculty member shall be entitled to an assignment merely because they are participating in load banking, nor shall anything in this Article be construed as providing any right to an assignment not otherwise provided by some other provision of this Agreement.

2. **Assignment Banking.** The phrase "assignments that are beyond their standard assignment" may include:

   a. Adjunct assignments that are completed in addition to the annual load obligation; and/or

   b. Intersession assignments that are completed in addition to the annual load obligation; and/or

   c. For full D basis non-classroom faculty, adjunct assignments worked during non-duty days, vacation and holiday days on which they agree ahead of time to work and for which they receive no compensatory time; and/or

   d. For C basis counselors, extra assignments during the two weeks prior to the start of the fall semester for which no compensatory time is received.

3. A single term Load Credit Leave may be combined with a Sabbatical Leave subject to the stipulations in B 3 below.

B. An eligible faculty member who wishes to participate in load banking under this Article shall consult with their department chair to develop a Load Banking Plan specifying:

1. The assignments for which the faculty member intends to receive load credit in lieu of pay;

2. The academic term during which the faculty member intends to apply their accumulated load credit to receive a reduced assignment or Load Credit Leave; and

3. Other terms, conditions and commitments that need to be established to ensure the least amount of disruption to the college's programs and services.

4. The plan shall be submitted to the appropriate vice president in writing for final approval.

C. Any tenured faculty member who has an approved Load Banking Plan and who accepts an eligible additional assignment during any academic term may choose to receive load credit for the assignment in lieu of pay. The amount of load credit the faculty member receives shall be determined by calculating the portion of a full load the additional assignment represents.

D. During any single term a faculty member may bank no less than one Standard Hour nor more than the number of Standard Hours listed in the table below:

Standard Load in the Discipline	Maximum Number Standard hours that may be banked during one single term
12	5*
15	6
18	7
21	8
25	10
30	12
35	14

** May bank full load 6 Standard Hours in an intersession*

E. The maximum amount of load credit a faculty member may accumulate under this Article is the number of hours of load credit needed to permit the faculty member to receive a full-time Load Credit Leave for one academic term.

F. When a faculty member has accumulated sufficient load credit, they may request a reduced assignment for one academic term or a Load Credit Leave. The request must be submitted to the faculty member's department chair (with a copy to the vice president) in writing at least four months before the start of the academic term during which the faculty member proposes to take the reduced assignment or Load Credit Leave.

1. If the faculty member requests to schedule the reduced assignment or Load Credit Leave for an academic term other than the academic term specified in the faculty member's approved Load Banking Plan, the request must be approved by the appropriate vice president at least four months before the start of the academic term during which the faculty member proposes to take the reduced assignment or Load Credit Leave.

2. If the faculty member requests a reduced assignment, they may ask for a reduction of up to five (standard) hours per week (but not less than a whole course or equivalent whole assignment) at a rate of one (standard) hour of load credit for each (standard) hour per week of reduction in assignment.

3. If the faculty member requests a Load Credit Leave, they shall ask for either a half-time leave of absence or a full-time leave of absence at a rate of one (standard) hour of load credit for each hour per week of leave plus an additional number of (standard) hours of load credit as follows:

Full-time Assignment (standard hours per week)	Additional Standard Hours/Week of Load Credit[1]
teaching faculty	3
librarians and others with an assignment of 30 hours	6
counselors and others with an assignment of 35 hours	7

G. A faculty member's request for a reduced assignment or a Load Credit Leave shall, if it conforms to the requirements of Section F, above, be approved unless the vice president, in consultation with the program or department chairperson, determines that approving the request will seriously impair the operation of the faculty member's program or department because too many faculty members will be on leave or otherwise absent during the academic term, or a suitable replacement for the faculty member cannot be retained for the academic term. In that event the vice president may delay the effective date of the leave for up to one year, and shall provide the faculty member with a written explanation for that action.

H. Each Standard Hour of load credit earned under this Article shall expire if it is not used to receive a reduced assignment or Load Credit Leave within seven years following the end of the academic term during which it was earned.

1. The District shall redeem all expired standard hours of load credit by paying the faculty member for the expired (standard) hours at the appropriate adjunct rate of pay in effect at the time.

2. If a faculty member resigns, retires, dies, or is otherwise separated from employment with the District, all of their accumulated standard hours of load credit shall immediately expire and the District shall redeem them as specified in this section.

[1]Note: The additional standard hours obligation entitles the faculty member to one full-time load credit leave of absence for one academic term or up to two half-time load credit leaves of absence for two academic terms, as specified in the faculty member's Load Banking Plan.

Article 40

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. Be funded by the District for software required for online courses, whenever the software is implemented district-wide. In addition, District-wide 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. 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 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.

8. 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

1. DL class size shall be consistent with Article 12 DL class size shall not exceed 40. 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. If a class is not at its enrollment limit, students may enroll through the first week. 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 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 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 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 large 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. Article 13, Table A, applies to DL classes.

4. 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. The DL faculty member may meet their DL class office hour obligation in part or whole by internet consultation.

6. 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.5 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.

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

8. 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.

Article 41

Intellectual Property

A. Purpose. The District and the AFT have a mutual interest in establishing an environment that fosters and encourages the creativity of individual faculty members. In accordance with that mutual goal, the purpose of this Article is to identify the owners of the copyrights to certain works that may be created by faculty members, and to identify the uses that may be made of those works by faculty members and the District.

B. Definitions. As used in this Article:

1. "Works" means any material that is eligible for copyright protection including (but not limited to) books, articles, dramatic and musical compositions, poetry, instructional materials (e.g., syllabi, lectures, student exercises, multimedia programs, and tests), fictional and non-fictional narratives, analyses (e.g., scientific, logical, opinion or criticism), works of art and design, photographs, films, video and audio recordings, computer software, architectural and engineering drawings, and choreography.

2. "License" means permission to use a work. A "non-exclusive license" is one that gives permission to use a work while that same work may also be used by the party who gave the permission and by others to whom permission is also given.

C. Works Covered

1. Types of Works Whose Ownership and Use Are Covered by This Article. This Article identifies the copyright ownership of works created by faculty members in connection with the courses they teach, or other duties they perform as faculty members, while they are employed by the District and in connection with their employment; and it addresses the use of those works by faculty members and the District.

2. Types of Works Not Covered by This Article, and Consequences of Not Being Covered. This Article does not cover all works created by faculty members, even if those works are in some sense related to their duties. For example, it does not cover works created primarily for purposes that are separate from a faculty member's teaching or other duties as a faculty member, such as novels, even if written by faculty members who teach literature; business books, even if written by faculty members who teach business; art works, even if created by faculty members who teach art; or music, even if composed by faculty members who teach music.

Also, this Article does not cover works created by faculty members for their own personal use that are not intended to be distributed to others, even if created in connection with their duties, such as a faculty member's personal lecture notes.

The copyrights to works that are not covered by this Article shall not be owned by the District under paragraph D.2.a below, and the District is not authorized to use such works under paragraph E.1.b below.

D. Copyright Ownership

1. **Ownership by Faculty Members.** The copyrights to works created by faculty members will be owned by them, even if those works are created in connection with courses they teach, or other duties they perform as faculty members, while they are employed by the District and in connection with their employment, unless the work is created under the circumstances described in paragraph D.2.a. below.

2. **Ownership by District.** The District will own the copyright to works under the following circumstances:

   a. **Circumstances Relating to Substantial Support by the District.** The District will own the copyright to any work created with substantial support from the District. As used in this Article, "substantial support" means financial support over and above the cost of the faculty member's normal compensation, office space, office computer, local telephone use, minimal office supplies and copy services. Substantial support would include extra compensation or the provision of reassigned time to create a work, the cost of providing secretarial, technical, legal or creative services specifically for the creation of a work, as well as the cost or value of the use of expensive District equipment or facilities (such as professional film or recording studios). Grant funds obtained by faculty members for the creation of works shall be considered substantial support provided by the District only if the District is involved in the fiscal administration of the grant.

   b. **Circumstances Relating to the Nature of the Work.** The District will also own the copyright to any work, such as a course outline, administrative policy, or information brochure, that is formally reviewed by the District and becomes part of its curriculum, policies, or administrative or promotional literature.

3. **Faculty Member's Option to Acquire Copyright.** If the District is to be the owner of the copyright to a work because it provided substantial support for its creation, the faculty member who created the work shall have an option to acquire the work's copyright by paying the District an amount of money that shall be agreed upon in writing by the faculty member and the District at the time the District provides (or agrees to provide) that support. To exercise this option, the faculty member shall pay the District the agreed-upon amount, and the District shall immediately assign the work's copyright to the faculty member.

4. **Process for Documenting District Ownership and Faculty Member's Option.**

   a. If the District is to be the owner of the copyright to a work, the faculty member and the District should sign an agreement that contains the following clauses:

      "Faculty member and District agree that the work identified below shall be a work made for hire whose copyright shall be owned by the District. If the work is not a 'work made for hire' as a matter of copyright law, then faculty member hereby assigns their copyright in the work to the District.

      "The work to which this Agreement pertains is one that will be created by faculty member with substantial support from the District, or is a work that will be formally reviewed by the District and will become part of its curriculum, policies, or administrative or promotional literature. The work is titled or described as follows: _____."

b. If such an agreement has not been signed, the absence of a signed agreement means the faculty member is the copyright owner rather than the District, unless the District proves in arbitration (as provided in paragraph H below) that it did provide substantial support for the work or that the work became part of its curriculum, policies, or administrative or promotional literature.

c. If the District is to be the owner of the copyright to a work because it contributed substantial support, the agreement signed by the faculty member and District also should contain the following clause:

> "To exercise their option to acquire the copyright to the work identified above, the faculty member shall pay the District the sum of $ _____."

d. The amount to be paid by the faculty member to exercise their option to acquire a work's copyright may be adjusted from time to time, if for example the amount of the District's support increases (or decreases), but only if the faculty member and District both sign a new clause containing the agreed-upon adjusted amount.

E. Permitted Uses

1. Use of Work When Copyright is Owned by Faculty Member

a. Uses by Faculty Member. The District acknowledges that faculty members may use works whose copyrights they own in any and all ways they may wish, including, for example, authorizing the for-profit publication of such works in return for royalties paid solely to faculty members, subject only to the District's non-exclusive license to use those works (set forth in paragraph E.1.b below), without any further authorization from the District.

b. Uses by District and College. The District shall have a non-exclusive license to use works whose copyrights are owned by faculty members in the following ways:

i. to reproduce such works (for example, by photocopying them, by duplicating computer disks on which they have been saved, or by installing them on computer networks);

ii. to distribute such works (for example, to students in classes);

iii to perform such works (for example, in classroom teaching, by webcasting, or by broadcasting);

iv. to display such works (for example, over the web); and

v. to create derivative works (for example, companion materials or updated versions).

The District and its Colleges may do these things themselves, but neither the District nor its Colleges may authorize others to do them, unless the District first obtains the written consent of the faculty member who owns the work's copyright.

2. Use of Work When Copyright is Owned by District

a. Uses by District. Faculty members acknowledge that the District may use works whose copyrights the District owns in any and all ways it may wish, including, for example, authorizing the for-profit publication of such works in return for royalties paid solely to the District, subject only to the non-exclusive license of the faculty member who created the work to use it (in the manner set forth in paragraph E.2.b. below), without any further authorization from the faculty members who created those works.

b. Uses by Faculty Member. Faculty members shall have a non-exclusive license to use works they created, whose copyrights are owned by the District, in the following ways:

i. to reproduce such works (for example, by photocopying them, by duplicating computer disks on which they have been saved, or by installing them on computer networks);

ii. to distribute such works (for example, to students in classes);

iii. to perform such works (for example, in classroom teaching, by webcasting, or by broadcasting);

iv. to display such works (for example, over the web); and

v. to create derivative works (for example, companion materials or updated versions).

Faculty members may do these things themselves, but may not authorize them to be done by others, unless they first obtain the written consent of the District.

3. Use of Names of Faculty Members, District and Colleges

a. District's and College's Use of Faculty Member's Name. The District agrees that when it uses a work created by a faculty member (regardless of who owns the work's copyright), the District will identify the faculty member who created the work, for as long as the work continues to be used by the District.

If, for any reason, the District does not wish to identify the faculty member, the District may ask the faculty member for authorization not to do so; and the faculty member has the option but not the obligation to release the District from this obligation.

If for any reason the faculty member does not wish their name to be used in this manner, the faculty member has the right to require the District not to identify them; and in such a case, the District agrees not to do so or to stop doing so as soon as reasonably possible.

If the District fails to identify a faculty member under circumstances when it should have, or identifies a faculty member under circumstances when it should not have, the faculty member shall be entitled only to a reasonable remedy that takes into account the seriousness of the violation, and will not automatically be entitled in all cases to a remedy that requires the District to recall and destroy all existing copies of works that fail to include or omit the faculty member's identification.

b. Faculty Member's Use of Name of District or College. Faculty members agree that when they use works they have created (regardless of who owns the works' copyrights), those works will identify their creators' relationships with the District or College, for as long as they continue to be employed by the District. (For example, if a faculty member creates an online course that identifies the faculty member as its author, the faculty member's name shall be followed by the name of the College at which the faculty member teaches.)

If for any reason a faculty member does not wish to identify their relationship with the District or College, the faculty member may ask the District for authorization not to do so; and the District has the option but not the obligation to release the faculty member from this obligation.

If for any reason the District does not wish its name or the College's name to be used in this manner, the District has the right to require the faculty member not to identify their relationship with the District; and in such a case, the faculty member agrees not to do so, or to stop doing so as soon as reasonably possible.

If the faculty member fails to identify the District or College under circumstances when they should have, or identifies the District or College under circumstances when they should not have, the District shall be entitled only to a reasonable remedy that takes into account the seriousness of the violation, and will not automatically be entitled in all cases to a remedy that requires the faculty member to recall and destroy all existing copies of works that fail to include or omit the District's or College's identification.

F. Responsibilities

1. **Registration of Copyright.** It shall be the responsibility of the party who owns the copyright to each work to register that copyright with the United States Copyright Office.

2. **Acquiring and Paying for Necessary Rights From Third Parties.** If the creation or use of a work requires rights to be acquired from third parties, such rights shall be acquired and paid for by the party (i.e., the faculty member or the District) who owns the copyright to that work. Faculty members acknowledge that in some cases, the cost of acquiring necessary rights from third parties, if paid by the District, may itself constitute "substantial support" from the District, so the District would become the owner of the copyright to such works simply because it paid to acquire those rights.

3. **Determining and Documenting Copyright Ownership When Two or More Faculty Members Create and Own the Copyright to a Work.** If a work whose copyright would be owned by a faculty member (rather than by the District) is created by two or more faculty members, it is the responsibility of those faculty members to determine the manner in which they share ownership of the copyright to that work, and it is their responsibility to prepare (or have prepared at their own expense) a written agreement between them documenting their determination. No grievance against the District may be asserted by faculty members arising out of any consequences of their failure to make or document an agreement concerning the manner in which they share ownership of the copyright to such a work.

G. Authorization of Individual Agreements the Terms of Which Differ From Those Described Above. Faculty members and the District may, if they wish, enter into individual agreements with one another concerning copyright ownership and usage rights to specific works, the terms of which differ from those set forth above. The terms of any such individual agreement will supercede the terms of this Article, once such an agreement is signed by the faculty member and an authorized representative of the District. Any such agreement will be provided to the AFT.

H. Dispute Resolution. Disputes between faculty members and the District concerning this Article shall be resolved pursuant to the grievance procedures contained in Article 28, except that an arbitrator who is expert in copyright law shall be chosen by the parties, or, if the parties are unable to agree on an arbitrator, chosen in accordance with the commercial arbitration rules of the American Arbitration Association.

Article 42

Tenure Review and Evaluation of Contract (Probationary) Faculty

A. The Purpose of Tenure Review

The purpose of a probationary period is to give contract faculty members who are candidates for tenure the opportunity to demonstrate that they meet or exceed the needs and expectations of the college and are performing at a level that warrants the granting of tenure. As a consequence, tenure review is, in a sense, the conclusion of the selection process: continued review and rigorous evaluation leading to a recommendation to the Board of Trustees on whether to employ an individual as a permanent, tenured member of the faculty.

1. **Mentors.** All Contract (Probationary) Faculty shall be informed by the department chair of the faculty mentor option (see H.1) and shall participate in a new faculty orientation. See Appendix C for the Suggested Timetable and Work Sheet.

2. **Mandatory Evaluation Training.** During the spring semester in preparation for the next academic year, training shall be provided for all evaluators. This training will be mandatory once every three (3) years after initial training. The purpose of the training is to give the evaluators the skills and knowledge necessary to provide the evaluee 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.

B. Tenure Review Committee

1. Within twenty (20) working days of a contract faculty member's first day of service at the college in a probationary position, the college president or designee shall initiate the formation of a tenure review committee by the department to conduct the contract faculty member's tenure review and to evaluate their performance. Except as provided in Section B.2 and 3, the committee shall consist of the following:

   a. the appropriate department chair who, if they are not tenured, shall be a non-voting member of the committee;

   b. the appropriate department chair's designee, but only in the case where the chair is not tenured;

   c. two tenured faculty members, one of whom shall be selected by the contract faculty member, and one of whom shall be chosen by the department (if neither of these faculty members is in the contract faculty member's discipline, a third tenured faculty member from the contract faculty member's discipline or from a reasonably related or agreed upon discipline shall be chosen by the department. In such cases, the original committee member chosen by the department shall be a non-voting member);

   d. a tenured faculty member from a department other than the contract faculty member's department selected by the Academic Senate, who shall ensure the evaluation process includes Senate input on academic and professional matters, and shall be a participating non-voting member of the committee; and

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

The vice president or department chair may name as a designee to serve on the committee anyone who is an academic administrator or tenured faculty member at the college.

2. If the department chair is the contract faculty member being reviewed for tenure, the tenure committee shall consist of the following:

a. a chair from a reasonably related department;

b. two tenured faculty members, one of whom shall be selected by the evaluee and one of whom shall be chosen by the department. The faculty member chosen by the department should be from the contract faculty member's discipline;

c. a tenured faculty member from a department other than the department chair's department selected by the Academic Senate, who shall be a non-voting member of the committee; and

d. the appropriate vice president or designee, who shall be a non-voting member of the committee.

3. For a contract faculty member who is an ISA, Consulting Instructor, Disability Specialist, or College Nurse, the college president shall initiate the formation of the tenure review committee, which shall consist of the following:

a. an appropriate supervisor selected by the President in place of the department chair;

b. two tenured faculty members from reasonably related disciplines, one of whom shall be selected by the contract faculty member, and one of whom shall be jointly selected by the appropriate vice president and the AFT chapter president;

c. a tenured faculty member from a department other than the contract faculty member's department selected by the Academic Senate, who shall be a non-voting member of the committee; and

d. the appropriate vice president or designee, who shall be a non-voting member of the committee.

4. To the extent practicable, the membership of the tenure review committee shall remain constant throughout the contract faculty member's probationary period. However, a committee member shall be replaced if one of the following occur:

a. they resign, retire, or become unavailable for continued service on the committee for any other reason;

b. they will be on a leave of absence for one semester or more; or

c. in the case of the department chair or vice president vacates their assignment as department chair or vice president.

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

5. Once appointed, the tenure review committee shall elect one of the tenured faculty members on the committee to serve as its chairperson. The role of the committee chairperson shall be to convene meetings of the committee, prepare meeting agendas, preside at its meetings, and maintain a tenure review file consisting of all of the documents and other materials that are relevant to the process and that need to be preserved.

6. As one of its initial acts, the tenure review committee will meet with the contract faculty member to review the tenure review process and to discuss, in general terms, how it will be conducted.

C. First-Year Evaluation and Recommendation

1. As provided in Education Code Section 87605, "a faculty member shall be deemed to have completed their first contract year if they provide service for 75 percent of the first academic year." As a consequence, if a contract faculty member's service as a probationary employee begins during the spring semester, their service during that academic year does not count as their first contract year for the purposes of tenure review, and they shall receive a first-year evaluation during the following fall semester. All other contract faculty members shall receive their first-year evaluation during the fall semester of the academic year during which they first served as a probationary employee.

2. Before commencing the first year evaluation, the tenure review committee shall prepare a recommended plan for the evaluation that anticipates the need to submit all required recommendations and supporting materials in a timely fashion so that the Board can act before March 15, and that specifies the following:

a. the materials it intends to request from the contract faculty member (for example: self-evaluation materials; representative course syllabi; sample class assignments, tests, or exercises; selected course handouts; or other relevant work products);

b. 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;

c. whom it intends to charge with the responsibility of collecting the data, whether a member of the committee or not; and

d. a general schedule under which the committee intends to complete its work, including a time frame for classroom observations and student evaluations of the faculty member.

3. Notwithstanding anything in Section C.2 to the contrary, the evaluation plan shall provide for appropriate peer observation of the contract faculty member, student evaluations, and preparation of a tenure review portfolio by the contract faculty member, which shall be maintained and built upon by the faculty member throughout their probationary period. The portfolio shall include relevant materials specified by the tenure review committee, such as course syllabi; class handouts; exams, tests and quizzes; and other materials that document curriculum development or service improvement activities, professional development or research activities, professional contributions to the department or college, participation in department, college, or district committees, successful completion of a faculty orientation, publications, community service, awards and honors, etc.

4. Before adopting a final version of its recommended evaluation plan, the committee shall share a draft of the plan with the contract faculty member and solicit their comments. Once it adopts a final recommended plan, the committee shall send a copy of the recommended plan to the vice president for review and approval. If the vice president does not approve the plan, they shall return it to the tenure review committee with an explanation of the revisions needed to obtain approval. When the vice president does approve the recommended plan, they shall indicate their approval on the plan and return it to the committee with a copy to the contract employee.

5. 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 of Article 19. For tenure review evaluation, the term "evaluator" used in the above referenced format shall mean the "tenure review committee" or the "chair of the tenure review committee," however such committee wants to delegate such responsibility amongst the committee members. The appropriate vice president shall retain originals of all four years of such student evaluations.

- **a.** Reviewing student evaluations, the tenure review committee chair shall open the paper copy or electronic file depending on the evaluation method used and review the student evaluations with the evaluee present and share those evaluations with the evaluee in a manner that preserves the students' anonymity. The tenure review committee shall retain the student evaluation forms for the evaluation report.
- **b.** At the completion of the annual evaluation process, the tenure review committee shall deliver the original student evaluations to the appropriate vice president and copies to the evaluee once grades have been submitted. The appropriate vice president shall retain the original student evaluations for the duration of the tenure review process.
- **c.** At the conclusion of the tenure review process, all original student evaluations shall be returned to the evaluee.

6. Process for observation of faculty

- **a.** The tenure review committee must inform the faculty member of a time frame for being observed.
- **b.** If the faculty member teaches a DL course, the tenure 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 tenure review committee shall review all of the data collected as part of the evaluation plan. Based on that information, the committee shall complete an appropriate 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.** prepare a brief narrative assessment of the contract faculty member's performance that reflects the committee's analysis of the data it collected; and
- **b.** assign one of the following ratings: meets/exceeds expectations or needs to improve. The 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.

8. As a part of the comprehensive evaluation summary, the tenure review committee shall also include recommendations to the contract faculty member regarding actions they should consider to maintain or improve their progress towards achieving tenure. If the overall rating is a "needs to improve," the committee shall prepare a written improvement plan that should include appropriate professional growth activities to address those specific issues (See Appendix C).

9. If the members of the committee do not agree on the content of the comprehensive evaluation summary, the tenure review committee shall provide for dissenting views to be documented and shall be included as a part of the summary.

10. The tenure review committee chair shall convene a meeting to present the comprehensive evaluation summary and to review the student evaluations with the contract faculty member for their 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 evaluee, and any other relevant documents) to the vice president or designee.

11. Based solely on the comprehensive evaluation summary and the accompanying materials in the evaluation file, the appropriate vice president or designee shall do one of the following:

- **a.** complete the evaluation by formally accepting and signing the tenure review committee's evaluation summary, or
- **b.** return the evaluation to the tenure review committee with a written explanation of the reasons they declined to accept the evaluation and comments regarding proposed steps the committee should take to remedy the problems they perceived.

12. If the appropriate vice president or designee declined to accept the evaluation and instead returned it to the tenure review committee, the following shall occur:

- **a.** The tenure review committee shall review the explanation of the reasons the evaluation was not accepted and consider the proposed steps to remedy the problems the 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 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.
- **b.** Once the tenure 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 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 contract faculty member for their comment. If the faculty member declines to comment, or fails to comment within five (5) working days of the date on which the committee sent the summary to the faculty member, the tenure 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 tenure review committee's evaluation summary.

13. Once the appropriate vice president or designee has completed the evaluation by formally accepting the tenure review committee's evaluation summary, they shall deliver the evaluation summary to the contract faculty member and place a copy of it in the faculty member's tenure review file.

14. The completed evaluation, when delivered to the contract 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 evaluation contained in the faculty member's tenure review file. The completed evaluation, when delivered to the contract 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 evaluation contained in the faculty member's tenure review file.

15. At the same time it forwards the completed first-year evaluation file to the appropriate vice president or designee, the tenure review committee shall forward its recommendation regarding the contract faculty member's continued service. Based solely on the comprehensive evaluation summary and the accompanying materials in the evaluation file, the tenure review committee shall, except under the circumstances described in Section G.4, recommend one of the following two actions: that the contract faculty member be given notice by the Board that they will be employed for the following academic year as a second-year contract faculty member or that the contract faculty member be given notice they will not be employed for the following academic year.

D. Second-Year Evaluation and Recommendation

1. Each contract faculty member shall be evaluated during the fall semester of their second contract year. A faculty member shall be deemed to have completed their second contract year if they provides service for 75 percent of the second academic year. As a continuation of the tenure review process, the evaluation shall cover the entire period since the contract faculty member's last evaluation, not just their performance during the fall semester.

2. The second-year evaluation shall be conducted in the manner specified in Sections C.2 through C.14, with the addition that, as a part of the evaluation, the tenure review committee shall review the contract faculty member's prior evaluations and inquire into the nature and extent of the faculty member's progress toward meeting evaluation recommendations, improvement plan goals, and/or professional growth activities.

3. At the same time it forwards the completed second-year evaluation file to the appropriate vice president or designee, the tenure review committee shall forward its recommendation regarding the contract faculty member's continued service. Based solely on the comprehensive evaluation summary and the accompanying materials in the evaluation file, the tenure review committee shall, except under the circumstances described in Section G.4, recommend one of the following two actions: that the contract faculty member be given notice by the Board that they will be employed for the following two academic years as a contract faculty member, or that the contract faculty member be given notice they will not be employed for the following academic year.

E. Third- and Fourth-Year Evaluations and Recommendation

1. Each contract faculty member shall be evaluated during the fall semester of their third contract year and again during the fall semester of their fourth contract year. A faculty member shall be deemed to have completed their third and fourth contract years if they provide service for 75 percent of each of the third and fourth academic years. As a continuation of the tenure review process, each evaluation shall cover the entire period since the contract faculty member's last evaluation, not just their performance during the semester in which the evaluation is conducted.

2. The third- and fourth-year evaluation shall be conducted in the manner specified in Sections C.2 through C.15, with the addition that, as a part of the evaluation, the tenure review committee shall review the contract faculty member's prior evaluations and inquire into the nature and extent of the faculty member's progress toward meeting evaluation recommendations, improvement plan goals, and/or professional growth activities.

3. During the third contract year the tenure review committee shall not forward any recommendation regarding the contract faculty member's continued service, but during the fourth contract year, at the same time it forwards the completed fourth-year evaluation file to the appropriate vice president or designee, the tenure review committee shall forward its recommendation as to whether the Board should notify the faculty member that they will be employed for all subsequent academic years as a tenured faculty member, or that they will not be employed for the following academic year.

F. Administrative Evaluations

1. At any time during a contract faculty member's probationary period, the college president or designee may initiate an administrative evaluation if one of the following occurs:

a. the contract faculty member requests an administrative evaluation; or

b. an evaluation conducted pursuant to Sections C.2 through C.15 discloses identifiable issues about the contract faculty member's performance that the college president reasonably determines warrants further review and documentation through an administrative evaluation; or

c. the contract faculty member's tenure review committee recommends an administrative evaluation (which the committee may do at any time it determines such a recommendation to be appropriate); or

d. 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 F.1.a or F.1.b, absent exigent circumstances, shall be commenced within thirty (30) working days of the completion of the evaluation, or receipt of the tenure review committee's recommendation to conduct the evaluation, whichever is relevant. Furthermore, it shall be concluded within forty-five (45) working days after it was commenced.

2. If the administrative evaluation follows an evaluation conducted pursuant to Sections C.2 through C.15, or was initiated upon the recommendation of the tenure review committee, the appropriate vice president or designee shall solicit input from the following:

a. the tenure review committee;

b. appropriate individuals the contract faculty member identifies as having relevant information about their performance; and

c. any others the 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 they complete the administrative evaluation.

3. The appropriate vice president or designee may, if it is appropriate to the evaluation, observe the contract faculty member as they teach or perform their other duties, conduct student evaluations, and collect relevant data through other appropriate data collection methods.

4. 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, they shall deliver the evaluation to the contract faculty member and place a copy of the form in the faculty member's personnel file.

5. 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.

G. Recommendations to the Board

1. Before March 15 of each contract faculty member's first, second, and fourth contract years, the college president shall forward the recommendation of the faculty member's tenure review committee regarding the contract faculty member's continued service, along with the president's recommendation regarding that matter. The college president's recommendation shall be based solely on the tenure review committee's comprehensive evaluation summaries, accompanying materials in the evaluation file, and any administrative evaluations that were performed.

2. Except as provided in Section G.4, below, any recommendation forwarded during a contract faculty member's first contract year shall be a recommendation to notify the faculty member of one of the following:

a. they will be employed for the following academic year as a second-year contract faculty member, or that

b. they will not be employed for the following academic year.

3. Except as provided in Section G.4, below, any recommendation forwarded during a contract faculty member's second contract year shall be a recommendation to notify the faculty member of one of the following:

a. they will be employed for the following two academic years as a contract faculty member, or that

b. they will not be employed for the following academic year.

4. Notwithstanding Sections G.2 and G.3, the college president may, during a contract faculty member's first or second contract year, recommend that the faculty member be employed for all subsequent academic years as a tenured faculty member, but only in extraordinary circumstances where that recommendation has been initiated by the tenure review committee on the basis of documented evidence that the contract faculty member is performing at a level that warrants the granting of early tenure and the president finds that there are clear and compelling reasons to conclude that the action will be in the best interests of the college. No recommendation made pursuant to this section, and no action accepting or rejecting any such recommendation, shall be grievable.

5. Any recommendation forwarded during a contract faculty member's fourth contract year shall be a recommendation to notify the faculty member that:

a. they will be employed for all subsequent academic years as a tenured faculty member, or that

b. they will not be employed for the following academic year.

H. Mentors

1. A mentor shall be designated for any contract faculty member who requests one within the first 20 days of employment. When a contract faculty member requests a mentor, the appropriate vice president shall consult with the contract faculty member and their department chair to identify an appropriate mentor, who can be any tenured faculty member who is employed at any of the colleges within the District.

2. A tenured faculty member may serve as a mentor to more than one contract faculty member, but since effective mentoring often requires the investment of an extensive amount of time and effort, a single faculty member should not generally be designated as a mentor for more than two contract faculty members at any time.

3. Service as a mentor shall not be considered an adjunct assignment under Article 16(A) or Article 16(B), nor shall it be counted towards the limitation on adjunct assignments specified in Article 13.C. Nevertheless, for each full year that the mentoring relationship continues, each mentor shall receive $622 per mentee as partial recognition for their service as a mentor.

4. During the period of mentoring, the mentor shall consult and interact with the contract faculty member for the purposes of enhancing the contract faculty member's effectiveness and ability to perform their basic duties and encouraging the contract faculty member's professional growth. All mentors shall adhere to any mentoring guidelines adopted by the college.

Article 43

Temporary Adjunct Faculty Pay Principles and Ancillary Activities

A. Temporary Adjunct Faculty Pro-Rata Pay

The Parties reaffirm the following principles regarding the implementation of pro-rata pay.

1. To provide a means for determining the pay value of each assignment, every course (or other relevant assignment) will be given a "load factor" which represents the percentage share of a full load of scheduled duties the course or assignment represents. For example, a typical history course—five of which constitute a full assignment for a semester—would be given a load factor of .20 of a semester load or .10 of an annual load.

2. For each course or other appropriate unit of work, the District will pay a temporary adjunct faculty member according to the following formula:

PAY = X% (schedule placement • load factor)

WHERE: X = a value negotiated by the parties as approximating the proportion of a full-time faculty member's pay that is attributable to their scheduled duties;

SCHEDULE PLACEMENT = the temporary adjunct faculty member's step and column placement on the preparation schedule;

and

LOAD FACTOR = the load factor of the course or assignment for which the temporary adjunct faculty member is being paid.

B. Temporary Adjunct Faculty Ancillary Activities

Full-time faculty are expected to perform a wide range of professional duties and tasks associated with their full-time status. However, when there are not enough full-time faculty members available to perform these tasks or when the expertise and knowledge of a temporary adjunct faculty member is required, as per Education Code section 87482.5, a temporary adjunct faculty may choose to perform similar duties and tasks beyond the scope of their primary adjunct assignment without impacting applicable limited eligibility requirements.

1. Ancillary duties may include, but are not limited to, the following:

- **a.** curriculum development and course outline revision,
- **b.** division/department activities (not used for flex) including service as adjunct, representative and participation in SLO activities (e.g., writing SLOs, creating or norming rubrics, holistic scoring as a discipline, excluding assessment of SLOs in their own class);
- **c.** service on college or district committees;
- **d.** grant writing/working on grants;
- **e.** testing coordination, examination scoring, ESL book leveling;
- **f.** advising student organizations;
- **g.** preparation and presentation of workshops for professional development;
- **h.** editing department, college, or district newsletters; and/or
- **i.** editing or writing accreditation reports or planning documents.

2. All colleges will use the appended application form, **REQUEST FOR APPROVAL AND PAYMENT FOR TEMPORARY ADJUNCT ANCILLARY ACTIVITIES.** See Appendix J to initiate and process ancillary activity assignment requests. Prior to the offer of any such assignment, selection criteria shall be determined by mutual consent between the college president or designee, the requesting administrator or department/division chair, and the AFT chapter president.

Selection criteria may include the following:

- **a.** relationship or relevance to the college priorities as determined through the shared governance process;
- **b.** lack of number of full-time faculty members available to perform the tasks as part of their professional/institutional obligations;
- **c.** special ability, expertise, knowledge and experience of the temporary adjunct faculty member that precludes full-time faculty from performing the tasks as part of their professional/institutional obligations; and/or
- **d.** appropriateness of the funding request.

The requesting department/division chair or an administrator will seek and receive approval from the college president or designee to offer the temporary adjunct ancillary duty assignment before any work may begin. The parties shall agree on the tasks and hours to be assigned.

The initiator referred to on the request form may be the requesting department/division chair or an administrator requesting these activities to be accomplished. The project lead may be the same person as the initiator or may be a faculty member, such as an SLO coordinator, a department/division committee chair, or an instructor seeking grant funding for a special project.

The temporary adjunct faculty member will be paid at their non-classroom adjunct rate for completing the assigned duties.

3. Within ten (10) working days after submission, requests will be approved or denied by the college president or designee and the AFT chapter president after consultation and then provided to the academic senate president. When a Request for an Ancillary Duty assignment is denied, the college president shall provide a written rationale for this decision.

4. Professional ancillary activities do not count towards eligibility for contract or regular status. The AFT will not pursue tenure claims on behalf of employees based upon their acceptance of professional ancillary activity assignments as defined in this Article.

5. Upon completion of work, the requestor will sign the form verifying that the work was completed and submit it to the appropriate college division (e.g., Academic Affairs, Student Services) for payment to be processed. Requests may be submitted at any time during the fiscal year.

Article 44

Clerical/Technical Support

The parties agree that appropriate clerical and technical support should be considered in the context of the operation of the college as it strives to meet its mission to deliver its instructional and student services programs. The level of support should be determined through the shared governance process and should be in keeping with sound educational practices and fiscal management and with consideration of legal statutes and regulations (such as Title 5, Section 58724).

In considering whether or not the appropriate level of clerical and technical support exists at the departmental or unit level, the college should develop a method to assess the overall function and purpose of each department and assess whether or not the current level of clerical and/or technical support is adequate.

At the department level, faculty should consider the best means to use existing clerical support levels as described in Article 17, Departments and Department Chairs. Other approaches to meet clerical support needs of departments should also be considered through the shared governance process. The college has the option of using an approach where clerical support staff is shared among academic departments. If this option is exercised, the departments must collectively meet the minimum twenty (20) FTEF to qualify for at least one FTE clerical support staff.

Article 45

Agreement, Conditions and Duration

The AFT shall submit this Agreement to a ratification vote of its active members by mail ballot as soon as practicable. The Agreement shall also be presented to the Board of Trustees for its approval. Once both parties have ratified or approved the Agreement, it shall become effective and shall remain in effect through June 30, 2023. The parties agree that bargaining for a successor Agreement should begin no later than the start of the Fall 2022 semester. In Witness Whereof the parties execute the Agreement on the 5th day of October 20.

Los Angeles Community College District:

DocuSigned by:
By Andra Hoffman
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Andra Hoffman
President, Board of Trustees

DocuSigned by:
By Francisco C. Rodriguez, Ph.D.
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Francisco C. Rodriguez Ph.D.
Chancellor

DocuSigned by:
By Albert Roman
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Albert J. Román
Vice Chancellor, Human Resources
Chief Negotiator

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Mercedes Gutierrez
Director, Human Resources
Chief Negotiator

DocuSigned by:
By Luis Dorado
14B0B71B6953493...
Luis Dorado
Vice President, Student Services
Los Angeles Harbor College

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Nicole Albo-Lopez
Vice President, Academic Affairs
Los Angeles Mission College

DocuSigned by:
By Monte Perez
2A6BA46BB14A4B1...
Monte Perez, President
Los Angeles Mission College

Los Angeles College Faculty Guild:
Local 1521, CFT, AFT, AFL-CIO

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By Joanne Waddell
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Joanne Waddell
President

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By William Elarton-Selig
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William Elarton-Selig
Executive Vice President
Chief Negotiator

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By Mindy M. Chen
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Mindy Chen
Recording Secretary
Chief Negotiator

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By Sharon Hendricks
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Sharon Hendricks
Treasurer
Los Angeles City College

DocuSigned by:
By [signature]
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Brian Walsh
Los Angeles Peirce College

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By Ruby Christian-Brougham
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Ruby Christian-Brougham
Los Angeles Valley College

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By Darrell Eckersley
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Darrell Eckersley
Los Angeles Southwest College

Los Angeles Community College District:

DocuSigned by:
By _____
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Otto Lee, President
Los Angeles Harbor College

DocuSigned by:
By Jeanette L. Gordon
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Jeanette Gordon
Chief Financial Officer/Treasurer

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Aracely Aguiar
Vice President, Academic Affairs
West Los Angeles College

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By _____
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Earic Peters
Vice President, Student Services
Los Angeles Pierce College

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Rolf Schleicher
Vice President, Administration
Los Angeles Pierce College

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By Regina Smith
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Regina Smith
Vice President, Student Services
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Myeshia Armstrong
Vice President, Administration
East Los Angeles College

DocuSigned by:
By Daniel B. Hall
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Daniel Hall
Vice President, Administration
Los Angeles Southwest College

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By Karen Daar
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Karen Daar
Vice President, Academic Affairs
Los Angeles Valley College

Los Angeles College Faculty Guild:
Local 1521, CFT, AFT, AFL-CIO

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West Los Angeles College

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Los Angeles Harbor College

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Los Angeles Peirce College

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Kenneth Taira
West Los Angeles College

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By Picolya Robinson
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Picolya Robinson
Los Angeles Southwest College

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By Vilma Bernal
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Vilma Bernal
Los Angeles Mission College

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By Lou Siegel
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Lou Siegal
Los Angeles Trade Technical College

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By Christine Park
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Christine Park
Los Angeles City College

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APPENDIX A
2020-21 FACULTY SALARY SCHEDULES AND RATES^

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

A. 2020-21 FACULTY SALARY SCHEDULES AND RATES (Table 1 effective July 1, 2020)

1. **2020-21 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.

   - **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 2021 (10 months for C-basis and 12 months for D-basis assignments)

ABBREVIATED FACULTY SALARY ELEMENTS EFFECTIVE JULY 1, 2020^.
(Rates per month for all steps)

RATING IN YEARS OF EXPERIENCE NON-ACADEMIC	ACADEMIC INSTITUTION	STEP	COL A Min Prepa-ration	COL B Min + 30 pts or MA	COL C Min+50 Pts or MA**+20 Pts	COL D Min+70 Pts or MA**+40 Pts	COL E Min + 90 Pts or MA**+60 Pts or Doctorate
0-1	0	1	5914	6209	6520	6846	7188
2-3	1	2	6127	6433	6755	7092	7447
4-5	2	3	6347	6665	6998	7348	7715
6-7	3	4	6576	6904	7250	7612	7993
8-9	4	5	6812	7153	7511	7886	8280
10-11	5	6	7058	7410	7781	8170	8579
12-13	6	7	7312	7677	8061	8464	8887
14+	7+	8*	7575	7954	8351	8769	9207
		9	7848	8240	8652	9085	9539
		10	8130	8537	8963	9412	9882
		11	-	-	9286	9750	10238
		12	-	-	-	10101	10607
		13	-	-	-	-	10988
Maximum Rate with one career increment						E 16 - E 18	11251
Maximum Rate with two career increments						E 19 - E 21	11519
Maximum Rate with three career increments						E 22 - E 24	11794
Maximum Rate with four career increments						E 25 - E 27	12076
Maximum Rate with five career increments						E 28+	12364
Maximum rate with one career increment and doctorate differential							11624
Maximum rate with two career increments and doctorate differential							11892
Maximum rate with three career increments and doctorate differential							12167
Maximum rate with four career increments and doctorate differential							12449
Maximum rate with five career increments and doctorate differential							12737

Other Differentials:
Certificate differential: $175 per month
Responsibility differential (Chair): $550 per month
Salary differential (CDC Director, Counselor, Consulting Instructor, Nurse): $550 per month
Overbase differential per month for standard hours beyond 18: 1 hour (19): $344; 2 hours (20); $688; 3+ hours (21 or more): $1032.
Supplemental instructor: $59.41 per hour
Faculty mentor: $660 per year

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

^Amounts listed are effective July 1, 2020; for the current amounts for the 2021-2022 and 2021-2023 academic years, go to the District website: https://www.laccd.edu/Departments/HumanResources/HRPublications-2/Pages/Pay-Scales-and-Differentials.aspx.

** Maters Degree or Equivalent College Units.

2. 2020-21 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	
Row/Col	K[*ef]	L[*e]	M[e]	K	L/M	K	L/M	K	L/M
1	68.95	85.96	85.96	65.08	78.63	74.69	90.23	62.88	75.95
2	71.15			67.17		77.08		64.89	
3	73.43			69.32		79.54		66.96	
4	75.78			71.53		82.09		69.11	
5	78.20			73.82		84.72		71.32	
6	80.71			76.19		87.43		73.60	
7	83.29			78.62		90.23		75.95	
8	85.96			81.14		93.11		78.39	
9	88.71			-		96.09		80.89	
10	91.54			-		-		-	

Maximum rate with one career increment (DESK K)	94.04
Maximum rate with one career increment (EESK K)	83.64
Maximum rate with one career increment (GESK K)	98.59
Maximum rate with one career increment (FESK K)	83.39
Maximum rate with two career increment (DESK K)	96.54
Maximum rate with two career increment (EESK K)	86.14
Maximum rate with two career increment (GESK K)	101.09
Maximum rate with two career increment (FESK K)	85.89

d For posted doctoral degree add $2.19 for DESK, $1.10 for EESK, and $1.30 for FESK.
* Plus $16.13 office hour differential
e Plus $2.38 equity differential for loads 12 –18
f Plus $3.68 equity differential for loads 12 –15

^Amounts listed are effective July 1, 2020, for the current amounts for the 2021-2022 and 2022-2023 academic years, go to the District website: https://www.laccd.edu/Departments/HumanResources/HRPublications-2/Pages/Pay-Scales-and-Differentials.aspx.

B. Athletic Coaching Stipends

1. Athletic Head Coaching Stipends

Athletic Coaching Stipends^ (Total Amount Per Sport Per Year)

	Monthly Salary Base Amount *	Percentage Rate	Monthy Stipend Amount	Walk-On Head Coach Adjunct (0811) 10 month pay	Head Coach (Full Time) (0741) 10 month pay
Football	7,250	20.0%	1,450	14,500	14,500
M/W Cross Country	7,250	20.0%	1,450	14,500	14,500
M/W Water Polo	7,250	20.0%	1,450	14,500	14,500
M/W Soccer	7,250	20.0%	1,450	14,500	14,500
M/W Volleyball	7,250	20.0%	1,450	14,500	14,500
M/W Basketball	7,250	20.0%	1,450	14,500	14,500
Baseball	7,250	20.0%	1,450	14,500	14,500
Softball	7,250	20.0%	1,450	14,500	14,500
M/W Swim/Dive	7,250	20.0%	1,450	14,500	14,500
M/W Track/Field	7,250	20.0%	1,450	14,500	14,500
M/W Tennis	7,250	20.0%	1,450	14,500	14,500
Wrestling	7,250	20.0%	1,450	14,500	14,500
Badminton	7,250	20.0%	1,450	14,500	14,500
Golf	7,250	20.0%	1,450	14,500	14,500
Sand Volleyball	7,250	20.0%	1,450	14,500	14,500

^Amounts listed are effective July 1, 2020, for the current amounts for the 2021-2022 and 2022-2023 academic years, go to the District website:
* Salary amount derived from Column C, Row 4 of the Abbreviated Faculty Salary Elements chart as per directed in Faculty Contract Article 14, Section 8 (a). https://www.laccd.edu/Departments/HumanResources/HRPublications-2/Pages/Pay-Scales-and- Differentials.aspx.

2. Athletic Assistant Coaching Stipends

Athletic Assistant Coaching Stipends* (Total Amount Per Sport Per Year)

	Monthly Stipend Amount	Total Months of Scheduled Coaching	Payment Months	Total Walk -On Assistant Coach^ (8141)	Total Assistant Coach (Full Time) (0741)
Football	2,800	4	Sept-Dec	11,200	11,200
M/W Cross Country	2,800	4	Sept-Dec	11,200	11,200
M/W Water Polo	2,800	4	Sept-Dec	11,200	11,200
M/W Soccer	2,800	4	Sept-Dec	11,200	11,200
M/W Volleyball	2,800	4	Sept-Dec (W) Feb-May (M)	11,200	11,200
M/W Basketball	2,800	5	Oct-Feb	14,000	14,000
Baseball	2,800	4	Feb-May	11,200	11,200
Softball	2,800	4	Feb-May	11,200	11,200
M/W Swim/Dive	2,800	4	Feb-May	11,200	11,200
M/W Track/Field	2,800	4	Feb-May	11,200	11,200
M/W Tennis	2,800	4	Feb-May	11,200	11,200
Wrestling	2,800	4	Sept-Dec	11,200	11,200
Badminton	2,800	4	Feb-May	11,200	11,200
Golf	2,800	4	Sept-Dec (W) Feb-May (M)	11,200	11,200
Sand Volleyball	2,800	4	Jan-Apr	11,200	11,200

^ The Faculty unit does not represent these employees (Walk-in Assistant Coaches). These stipend amounts are listed as a courtesy.

* Stipend amount was derived from contract language in Faculty Contract Article 14 Section D 8(b).

APPENDIX B

EMPLOYEE GRIEVANCE FORM
Los Angeles Community College District

An abbreviated copy of the form appears (below)

Actual Employee Grievance Forms are available in the following places:

- AFT Faculty Guild Office
- AFT Grievance Representative Office at each college
- 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

1. Grievant (Full Name) _____

2. Department _____ Job Title _____ Campus _____

3. Name(s) of Representative(s) _____

4. Clearly and concisely state your grievance, indicating the alleged misinterpretation, misapplication, or violation of a specific item of the Agreement or District rule of regulation. *(Attach additional sheets if necessary.)*

_____

5. Clearly and concisely state your remedy. *(Attach additional sheets if necessary.)*

_____

6. State your reasons for appealing Step 1 Decision. *(Attach additional sheets if necessary.)*

_____

_____ _____

Signature of Grievant *Date*

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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2. Evaluation Summary Form for Classroom Faculty—Section B 211
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19. Student Evaluation of Online Instructor 244

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:	
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 or 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 (tenured):** **(Voting)** _____ **Department Designee (tenured):** **(Voting)** _____ **Evaluee Designee (tenured):** **(Voting)** _____ **Administrative Designee:** **(Non-voting)** _____

*Recommended Timeline

ARTICLE 19—EVALUATION (CONTINUED)

STEP	FALL/SPRING TERM WEEK*	START DATE	ACTION	TASK & RESPONSIBLE PARTY
3	5		Committee convenes to: 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 timeline to conduct process.	**Committee Chair Elected: (name)** **Plan developed — set dates.** **Material requested for Portfolio:** **Self-evaluation** **Syllabi — all classes** **Sample assignments** **Sample handouts** **Sample exams** **Other items, if any (describe)** ❑ _____ ❑ _____ ❑ _____ **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)** ❑ _____ ❑ _____ **Timeline/Tasks** **Who will collect data:** _____ _____ **How will data be collected:** _____

*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 Evaluee to review plan:** **Date:** _____ **Signed:** _____ (Evaluee) **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 Evaluee:** **Date:** _____ **Evaluee 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

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 Evaluee:** **Date:** _____
11	**16**		VP adds completed evaluation to faculty member's official personnel file (district office).	**Final Evaluation sent to Evaluee'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:	
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**		Within **20** working days of start date (Art. 42.B.2) President or designee appoints tenure review committee. **Committee Composition:** 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	**President or designee Appoints Committee:** **Department Chair (tenured): (Voting)** **Department Designee (tenured): (Voting)** **Evaluee Designee (tenured): (Voting)** **Academic Senate Designee (tenured): (Non-voting)** **Administrative Designee: (Non-voting)**

*Recommended Timeline

STEP	FALL TERM WEEK*	START DATE	ACTION	TASK & RESPONSIBLE PARTY
3	5		Committee convenes to: 1. Elect a chair from tenured faculty reps. (Art. 42.B.5)	**Committee Chair Elected: (name)**
			2. Develop plan for evaluation process.	**Plan developed—set dates.**
			3. Determine needed materials from contract faculty member, e.g.: syllabi, sample assignments, handouts, and exams.	**Material requested for Portfolio:** **Self-evaluation** **Syllabi—all classes** **Sample assignments** **Sample handouts** **Sample exams** **Other items, if any (describe)** ❑ _____ ❑ _____ ❑ _____
			4. Determine what data to be collected, such as student evaluations, classroom observations, etc.	**Data to be collected: (Excluding data from work monitoring software)** **Student evaluations (Required- Article 19.G.4)** **Classroom observations (Required- Article 42.C.6)** **Other data, if any (describe)** ❑ _____ ❑ _____ ❑ _____ ❑ _____
			5. Determine how and who will collect data. 6. Agree on timeline to conduct process.	**Timeline/Tasks** **Who will collect data:** _____ _____ **How will data be collected:** _____ _____

*Recommended Timeline

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:** _____ (Evaluee) **Signed:** _____ (Committee chair)
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

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 Evaluee:** **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**
	Fall/ Winter /Spring	**Immediately following**	If Administrative Evaluation is needed it should commence immediately following the tenure review, 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: Check all that apply

❑ 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

This evaluation applies to, check all that apply: ❑ Face to Face Class ❑ Online ❑ Hybrid

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. Participates in culturally responsive training.	❑	❑
Sources: (state sources of data)		

Professional Contributions	Meets/Exceeds Expectations	Needs to Improve
10. Faculty includes SLOs on class syllabi.	❑	❑
11. (For Full Time Faculty Only) Makes appropriate contribution to the college by serving effectively on a committee, projects, special assignments, etc.	❑	❑
12. (For Full Time Faculty Only) Makes appropriate contributions to the discipline/department and assumes an appropriate share of faculty responsibilities	❑	❑
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 ☐ Tenure Review ☐Peer Review Committee Signatures Required as per Article 19 and 42

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) Required

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 to have a written statement attached to this evaluation before it is sent to my personnel file in the Human Resources Division.

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

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	☐	☐
2. Demonstrates knowledge of current trends in counseling	☐	☐
3. Demonstrates knowledge in counseling resources	☐	☐
4. Demonstrates knowledge of policies and requirements affecting students	☐	☐
5. Communicates clearly and effectively with students	☐	☐
6. Actively listens to students	☐	☐
7. Fulfills professional obligations and delivers scheduled services to students and works cooperatively as a member of the counseling team.	☐	☐
8. Respects students as individuals	☐	☐
9. Maintains student confidentiality	☐	☐
10. Fosters an environment of trust and sensitivity	☐	☐
11. Gives students an opportunity for follow up	☐	☐
12. Adheres to a publicized schedule of work and office hours	☐	☐
13. Is on time for scheduled appointments and for "drop in"	☐	☐
14. Submits required records and reports in timely manner	☐	☐
15. Functions as an effective counselor with a minimum of supervision	☐	☐
16. Actively contributes to college community and fulfills committee responsibility	☐	☐
17. Seeks solutions to students concerns with faculty and administration	☐	☐
18. Continually works to improve professional effectiveness	☐	☐

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

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

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	☐	☐
2. Effectively promotes the program and helps recruit the students and/or faculty as applicable to the position.	☐	☐
3. Accomplishes tasks as specified in the job duties of the assignment.	☐	☐
4. Maintains working relationships with all constituencies	☐	☐
5. Continually works to improve professional effectiveness	☐	☐
6. Actively contributes to the college community and shares in faculty responsibility	☐	☐
7. Effectively and appropriately responds to challenges requiring immediate attention	☐	☐
8. Acts decisively and takes responsibility for outcomes	☐	☐
9. Achieves measurable program success	☐	☐
10. Provides leadership and organizational support for faculty, staff, and students in the program	☐	☐
11. Reviews the curriculum and plans a balanced program to meet current and future needs	☐	☐
12. Uses good judgment	☐	☐

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 College Nurse	Meets / Exceeds Expectations	Needs Improvement
1. Demonstrates a current knowledge of college and community health care	☐	☐
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	☐	☐
3. Contributes to solutions of Health Services related problems	☐	☐
4. Assists individuals in defining their problems	☐	☐
5. Adheres to the principle of confidentiality	☐	☐
6. Practices appropriate referral of clients to another agency or specialist for assistance	☐	☐
7. Provides a non-judgmental environment	☐	☐
8. Respects students as individuals	☐	☐
9. Demonstrates competency in dealing with emotional needs/crises of clients	☐	☐
10. Maintains a regular work schedule	☐	☐
11. Maintains scheduled office hours	☐	☐
12. Communicates clearly and effectively with clients	☐	☐
13. Communicates clearly and effectively with faculty, staff, and administration	☐	☐
14. Continually works to improve professional effectiveness	☐	☐
15. Plans and implements an ongoing health education program	☐	☐
16. Submits required records and reports in a timely manner	☐	☐
17. Documents charts through completed SOAP notes	☐	☐
18. Functions as an effective nurse with a minimum of supervision	☐	☐
19. Actively contributes to college community and fulfills committee and other institutional obligations	☐	☐
20. Conforms to District and college policies affecting the delivery of health services	☐	☐

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

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

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

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

1. KNOWLEDGE OF SUBJECT AREA:

This category addresses the instructor's subject matter knowledge as evidenced in their 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.

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:

2. EFFECTIVENESS:

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.

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:

ADMINISTRATIVE EVALUATION FORM FOR CLASSROOM FACULTY (continued)

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 their 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:

ADMINISTRATIVE EVALUATION FORM FOR CLASSROOM FACULTY (continued)

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 date of this report to have a written statement attached to this evaluation before it is sent to my personnel file in the Human Resources Division.

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

1. KNOWLEDGE OF SUBJECT AREA:

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.

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:

2. EFFECTIVENESS:

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.

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:

ADMINISTRATIVE EVALUATION FORM FOR LIBRARY FACULTY (continued)

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 their 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:

ADMINISTRATIVE EVALUATION FORM FOR LIBRARY FACULTY (continued)

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 date of this report to have a written statement attached to this evaluation before it is sent to my personnel file in the Human Resources Division.

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

1. KNOWLEDGE OF SUBJECT AREA:

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.

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:

2. EFFECTIVENESS:

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.

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:

ADMINISTRATIVE EVALUATION FORM FOR COUNSELING FACULTY (continued)

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 their 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:

ADMINISTRATIVE EVALUATION FORM FOR COUNSELING FACULTY (continued)

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 date of this report to have a written statement attached to this evaluation before it is sent to my personnel file in the Human Resources Division.

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 their departmental colleagues and the appropriate Vice President or their 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 their 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, their performance of the department chair's duties and responsibilities shall be evaluated at the end of their 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 their 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 evaluee's department as well as any others the vice president or designee believes should have relevant information about the evaluee'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 DEPARTMENT CHAIR/CDC DIRECTOR/NURSING DIRECTOR (continued)

A. PROFESSIONAL QUALITIES

	Meets / Exceeds Expectations	Needs Improvement
Professionalism		
1. Interacts or communicates with peers	❑	❑
2. Accepts constructive criticism well	❑	❑
3. Maintains adequate and appropriate records	❑	❑
4. Submits required information on time	❑	❑
5. Attends required meetings	❑	❑
6. Is regularly available to students	❑	❑
Professional Contributions		
7. Makes appropriate contributions to the discipline/department and assumes an appropriate share of faculty responsibilities	❑	❑
8. Makes appropriate contributions to the college by serving effectively on committees, projects, special assignments, etc.	❑	❑

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 DEPARTMENT CHAIR/CDC DIRECTOR/NURSING DIRECTOR (continued)

B. KNOWLEDGE, SKILL, AND ABILITY AS A DEPARTMENT CHAIR/DIRECTOR CDC/NURSING DIRECTOR

	Meets / Exceeds Expectations	Needs Improvement
9. Demonstrates understanding of budget matters including preparing budgets and monitoring expenses	❑	❑
10. Demonstrates knowledge of district, college, and contractual requirements in scheduling, staffing, revising programs, and developing new programs and courses as appropriate	❑	❑
11. Consults with administration and with other departments as needed	❑	❑
12. Recruits, hires, evaluates, and assigns faculty, classified workers, and student workers effectively	❑	❑
13. Communicates clearly, concisely, and effectively	❑	❑
14. Is available to students who enroll in the department's courses and is responsive to their concerns	❑	❑
15. Involves faculty members in department decisions	❑	❑
16. Maintains professional standards	❑	❑
17. Is regularly available on campus	❑	❑
18. Maintains required department records and submits department paperwork in a timely manner	❑	❑
19. Functions effectively with a minimum of supervision	❑	❑
20. Demonstrates sensitivity in working with students, faculty, and staff with diverse backgrounds and needs	❑	❑

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 DEPARTMENT CHAIR/CDC DIRECTOR/NURSING DIRECTOR (continued)

C. Overall Evaluation ❑ Meets/Exceeds Expectation ❑ 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 date of this report to have a written statement attached to this evaluation before it is sent to my personnel file in the Human Resources Division.

_____ _____

Director Date

Evaluation of Faculty EOPS or DSPS Director

A. Professional Qualities

	Meets / Exceeds Expectations	Needs Improvement
Professionalism		
1. Interacts or communicates with peers	❑	❑
2. Accepts constructive criticism well	❑	❑
3. Maintains adequate and appropriate records	❑	❑
4. Submits required information on time	❑	❑
5. Attends required meetings	❑	❑
6. Is regularly available to students	❑	❑
Professional Contributions		
7. Makes appropriate contributions to the discipline/department and assumes an appropriate share of faculty responsibilities	❑	❑
8. Makes appropriate contributions to the college by serving effectively on committees, projects, special assignments, etc.	❑	❑

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:

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.	☐	☐
10. Understands the requirements, services, and recruitment needs of the student population and program vitality.	☐	☐
11. Communicates clearly and effectively.	☐	☐
12. Provides needed services to eligible students.	☐	☐
13. Understands budget matters relevant to the position that include preparing, budgets monitoring expenses and communicating budget concerns in a timely manner.	☐	☐
14. Demonstrates sensitivity in working with and meeting the needs of a diverse student population and campus community.	☐	☐
15. Is available to students in the program and is responsive to their concerns in a timely manner.	☐	☐
16. Maintains regular work schedule and office hours.	☐	☐
17. Recruits, hires, evaluates, and assigns faculty, classified staff, and student workers effectively.	☐	☐
18. Involves relevant faculty members in program decisions.	☐	☐
19. Maintains accurate records and submits reports in a timely manner.	☐	☐
20. Effectively plans and implements programs and services.	☐	☐
21. Effectively promotes the program and helps recruit students from diverse backgrounds.	☐	☐
22. Provides leadership and organizational support for faculty, staff, and students in the program.	☐	☐
23. Achieves measurable program success.	☐	☐
24. Effectively and appropriately responds to challenges requiring immediate attention.	☐	☐
25. Acts decisively and takes responsibility for outcomes.	☐	☐
26. Develops and maintains working relationships with all constituencies.	☐	☐
27. Maintains professional standards.	☐	☐
28. Consults with administration and any other departments when needed concerning program issues.	☐	☐
29. Participates in professional growth activities.	☐	☐
30. Makes appropriate contributions to the department and to the college while keeping the implementation of the program as the top priority.	☐	☐

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 date of this report to have a written statement attached to this evaluation before it is sent to my personnel file in the Human Resources Division.

_____ _____

Director Date

Student Evaluation of Classroom Instructor

Los Angeles Community College District

College	Section Number	Course Title
○City ○Southwest ○East ○Trade Tech ○Harbor ○Valley ○Mission ○West ○Pierce		
	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 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 Instructor	**Excellent**	**Good**	**Fair**	**Poor**	**Very Poor**
How would you rate the instructor's overall teaching ability?	○	○	○	○	○

Part B- General Questions	**Strongly Agree**	**Agree**	**Disagree**	**Strongly Disagree**	**Do not Know / N/A**
1. The instructor clearly defined the course requirements.	○	○	○	○	○
2. A syllabus, which clearly outlined the course objectives, SLOs and grading criteria was distributed by the in the first week of the term.	○	○	○	○	○
3. The instructor is well prepared and organized.	○	○	○	○	○
4. The instructor relates to the course objectives.	○	○	○	○	○

Continued on Back

5. I now feel able to communicate course material to others.	○	○	○	○	○
6. The class meets for the specified amount of time.	○	○	○	○	○
7. The instructor regularly grades/evaluates or provides feedback on my performance.	○	○	○	○	○
8. The instructor is available during posted office hours.	○	○	○	○	○
9. The instructor interacts with students in ways that are free of discrimination.	○	○	○	○	○
10. I would recommend this instructor to others.	○	○	○	○	○
11. The instructor motivates me and encourages my interest in the subject.	○	○	○	○	○
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.	○	○	○	○	○
13. The instructor is knowledgeable in the subject area.	○	○	○	○	○
14. The instructor points out where the course material is relevant to daily life.	○	○	○	○	○
15. The instructor treats students with respect.	○	○	○	○	○
16. The instructor maintains good class control.	○	○	○	○	○

Part C – Additional Questions (added by the department for all departmental evaluations)	**Strongly Agree**	**Agree**	**Disagree**	**Strongly Disagree**	**Do not Know / N/A**
17.	○	○	○	○	○
18.	○	○	○	○	○
19.	○	○	○	○	○
20.	○	○	○	○	○

Part D- Communication to the Instructor

Use the space below for written comments:

Student Evaluation of Child Development Center Instructor

Los Angeles Community College District

College	Instructor	Term / Year
○City ○Southwest ○East ○Trade Tech ○Harbor ○Valley ○Mission ○West ○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	**Excellent**	**Good**	**Fair**	**Poor**	**Very Poor**
How would you rate the instructor's overall teaching ability?	○	○	○	○	○

Part B- General Questions	**Strongly Agree**	**Agree**	**Disagree**	**Strongly Disagree**	**Do not Know / N/A**
1. The instructor clearly defined the Child Development Center lab classroom expectations.	○	○	○	○	○
2. The instructor provides and implements developmentally appropriate weekly lesson plans that include the physical, emotional, social and cognitive needs of the children.	○	○	○	○	○
3. The instructor was prepared and organized.	○	○	○	○	○
4. The instructor interacts with children during indoor and outdoor activities.	○	○	○	○	○
5. The Instructor communicates with staff, students and families in a positive, compassionate and professional manner.	○	○	○	○	○

Continued on Back

6. The instructor regularly evaluates or provides feedback on my performance.	○	○	○	○	○
7. The instructor is available to meet during work hours.	○	○	○	○	○
8. The instructor interacts with staff, students and families in ways that are free of discrimination.	○	○	○	○	○
9. I would recommend this instructor to others.	○	○	○	○	○
10. The instructor motivates me and encourages my interest in Child Development.	○	○	○	○	○
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.	○	○	○	○	○
12. The instructor is knowledgeable in the subject area.	○	○	○	○	○
13. The instructor points out where the course material is relevant to daily life.	○	○	○	○	○
14. The instructor treats staff, students and families with respect.	○	○	○	○	○
15. The instructor maintains good class control.	○	○	○	○	○
16. The instructor is supportive in my growth and development in Child Development.	○	○	○	○	○

Part C – Additional Questions (added by the department for all departmental evaluations)	**Strongly Agree**	**Agree**	**Disagree**	**Strongly Disagree**	**Do not Know / N/A**
17.	○	○	○	○	○
18.	○	○	○	○	○
19.	○	○	○	○	○
20.	○	○	○	○	○

Part D- Communication to the Instructor

Use the space below for written comments:

Student Evaluation of Counselor

Los Angeles Community College District

College	Instructor	Term / Year
○City ○Southwest ○East ○Trade Tech ○Harbor ○Valley ○Mission ○West ○Pierce		

Instructions

- *The counselor must leave the room for the duration of the survey.*
- *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 Counselor	**Excellent**	**Good**	**Fair**	**Poor**	**Very Poor**
How would you rate the counselor's overall counseling ability?	○	○	○	○	○

Part B- General Questions	**Strongly Agree**	**Agree**	**Disagree**	**Strongly Disagree**	**Do not Know / N/A**
1. I felt comfortable with the counselor.	○	○	○	○	○
2. The counselor was helpful to me in seeking solutions to my problems.	○	○	○	○	○
3. The counselor was clear about my options and suggested ways to get additional information, if needed.	○	○	○	○	○
4. The counselor provided me with clear and concise information regarding transfer requirements to colleges and universities.	○	○	○	○	○
5. The counselor provided me with clear and concise information regarding entrance and graduation requirements for career and certification requirements.	○	○	○	○	○
7. I was given clear and concise information regarding my class selection and educational plan.	○	○	○	○	○

Continued on Back

8. The counselor was available to assist me at convenient times	
9. The counselor kept their appointment with me.	○ ○ ○ ○ ○
10. I felt the counselor would keep personal matters confidential.	○ ○ ○ ○ ○
11. I would see the counselor again and recommend them to others.	○ ○ ○ ○ ○

Part C – Additional Questions (added by the department for all departmental evaluations)	**Strongly Agree**	**Agree**	**Disagree**	**Strongly Disagree**	**Do not Know / N/A**
12.	○	○	○	○	○
13.	○	○	○	○	○
14.	○	○	○	○	○
15.	○	○	○	○	○

Part D- Communication to the Councelor

Use the space below for written comments:

Student Evaluation Disability Specialist

Los Angeles Community College District

College	Disability Specialist	Term / Year
○City ○Southwest ○East ○Trade Tech ○Harbor ○Valley ○Mission ○West ○Pierce		

Instructions

- *The Disability Specialist must leave the room 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 Child Development Center Instructor	**Excellent**	**Good**	**Fair**	**Poor**	**Very Poor**
How would you rate the Disability Specialist's overall ability?	○	○	○	○	○

Part B- Disability Specialist General Questions	**Strongly Agree**	**Agree**	**Disagree**	**Strongly Disagree**	**Do not Know / N/A**
1. I felt comfortable with the Disability Specialist.	○	○	○	○	○
2. The Disability Specialist was helpful with identifying practical strategies regarding my disability related limitations.	○	○	○	○	○
3. The Disability Specialist was clear about my options and suggested ways to get additional information, if needed.	○	○	○	○	○
4. The Disability Specialist was helpful in connecting me with resources on campus that may be helpful to me.	○	○	○	○	○
5. The Disability Specialist helped me see what my academic strengths & weaknesses are.	○	○	○	○	○
6. The Disability Specialist was patient & listened actively to my struggles and needs.	○	○	○	○	○
7. The Disability Specialist was clear and concise regarding services available to me in the Student Services Division.	○	○	○	○	○

8. The Disability Specialist was available to assist me at convenient times.	○ ○ ○ ○ ○
9. The Disability Specialist kept their appointment with me.	○ ○ ○ ○ ○
10. I felt the Disability Specialist would keep personal matters confidential.	○ ○ ○ ○ ○
11. I would see the Disability Specialist again and recommend them to others.	○ ○ ○ ○ ○

Part C – Additional Questions (added by the department for all departmental evaluations)	**Strongly Agree**	**Agree**	**Disagree**	**Strongly Disagree**	**Do not Know / N/A**
12.	○	○	○	○	○
13.	○	○	○	○	○
14.	○	○	○	○	○
15.	○	○	○	○	○

Part D- Communication to the Disability Specialist

Use the space below for written comments:

Student Evaluation of Librarian

Los Angeles Community College District

College	Instructor	Term / Year
○City ○Southwest ○East ○Trade Tech ○Harbor ○Valley ○Mission ○West ○Pierce		

Instructions

- *Put completed evaluation in a box for surveys at the Circulation Desk.*
- *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 Librarian	**Excellent**	**Good**	**Fair**	**Poor**	**Very Poor**
How would you rate the librarian's overall ability?	○	○	○	○	○

Part B- General Questions	**Strongly Agree**	**Agree**	**Disagree**	**Strongly Disagree**	**Do not Know / N/A**
1. The librarian treated me with respect.	○	○	○	○	○
2. The librarian showed a genuine interest in assisting me.	○	○	○	○	○
3. The librarian made me feel comfortable in seeking assistance.	○	○	○	○	○
4. The librarian understood my request and had an understanding of what I wanted.	○	○	○	○	○
5. The librarian helped me find the information I needed.	○	○	○	○	○
6. The librarian was knowledgeable regarding appropriate information resources.	○	○	○	○	○
7. The librarian taught me how to find the library's materials and resources.	○	○	○	○	○

Continued on Back

8. The librarian assisted me so that I could work independently.	○	○	○	○	○
9. The librarian's explanation was communicated clearly and understandably to me.	○	○	○	○	○
10. If needed, the librarian referred me to other libraries or sources of information.	○	○	○	○	○
11. The librarian took enough time to help me.	○	○	○	○	○
12. The librarian interacted with me in a way that was free of discrimination.	○	○	○	○	○
13. I would want this librarian to assist me again and would recommend them to other students.	○	○	○	○	○

Part C – Additional Questions (added by the department for all departmental evaluations)	**Strongly Agree**	**Agree**	**Disagree**	**Strongly Disagree**	**Do not Know / N/A**
14.	○	○	○	○	○
15.	○	○	○	○	○
16.	○	○	○	○	○
17.	○	○	○	○	○

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
○City ○Southwest ○East ○Trade Tech ○Harbor ○Valley ○Mission ○West ○Pierce		
	Term / Year	**Instructor**

Instructions

- *Students shall be given at least one week to complete the evaluation form.*
- *Students should mark out only one answer per question by completely filling out the appropriate circle.*

Part A- Overall Rating of Instructor	**Excellent**	**Good**	**Fair**	**Poor**	**Very Poor**
How would you rate the instructor's overall teaching ability?	○	○	○	○	○

Part B- General Questions	**Strongly Agree**	**Agree**	**Disagree**	**Strongly Disagree**	**Do not Know / N/A**
1. The instructor clearly defined the course requirements and posted them on the web.	○	○	○	○	○
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.	○	○	○	○	○
3. The instructor web site is well prepared and organized.	○	○	○	○	○
4. The online instruction related to the course objectives.	○	○	○	○	○
5. I now feel able to communicate course material to others.	○	○	○	○	○

Continued on Back

6. The instructor regularly informs me of my grades and provides feedback on my performance.	○	○	○	○	○
7. The instructor responds to email in a timely manner.	○	○	○	○	○
8. The instructor interacts with students in ways that are free of discrimination.	○	○	○	○	○
9. I would recommend this instructor to others.	○	○	○	○	○
10. The instructor motivates me and encourages my interest in the subject.	○	○	○	○	○
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.	○	○	○	○	○
12. The instructor is knowledgeable in the subject area.	○	○	○	○	○
13. The instructor points out where the course material is relevant to daily life.	○	○	○	○	○
14. The instructor treats students with respect.	○	○	○	○	○

Part C – Additional Questions (added by the department for all departmental evaluations)	**Strongly Agree**	**Agree**	**Disagree**	**Strongly Disagree**	**Do not Know / N/A**
15.	○	○	○	○	○
16.	○	○	○	○	○
17.	○	○	○	○	○
18.	○	○	○	○	○

Part D- Communication to the Instructor

Use the space below for written comments:

APPENDIX D

DEFINITIONS

10-month employee — See C Basis.

12-month Employee — See D Basis.

Academic Year — For tenure purposes, the first day of the Fall Semester to the last day of the subsequent Spring semester, excluding winter intersession. Although the college operates year-round from July 1 to June 30, no tenure rights extend to the summer and winter intersessions.

Adjunct — Any employee paid from an adjunct salary schedule.

Adjunct Employee — See Adjunct.

Adjunct Faculty Member — See Adjunct.

Adjunct Rate — The pay rates indicated on the adjunct salary schedules.

Adjunct Representative — An adjunct in a department, who holds seniority in the department and does not have a contract or regular position in the district, and who was elected for a one-year term the week after census of each spring semester by other similar adjuncts in the department to participate fully in department affairs.

Administrator — "Administrator" means any person employed by the governing board of a community college district in a supervisory or management position. Education Code 87002 (a). Administrators include but are not limited to Chancellor, Vice Chancellors, Presidents, Vice Presidents, Deans.

Advanced Class Status —Advanced class status is an academic senate curriculum issue. Contact your local academic senate for a definition (parameters, criteria, etc.).

A.F.T. College Guild — See Los Angeles College Faculty Guild.

Agreement – A negotiated and typically legally binding arrangement between two or more parties as to a course of action.

Ancillary Activity — A wide range of professional duties and tasks associated with a full-time faculty members' total work obligation. Adjunct faculty may perform similar duties and tasks beyond the scope of their primary adjunct assignment without impacting applicable limited eligibility requirements.

Ancillary Pay — Pay received for performing approved ancillary activities.

Ancillary Service — Service performing ancillary activities.

Annual Load — The number of standard teaching hours or standard workload hours considered to be full-time for one year (two semesters). Also, a plan whereby the standard hours may be served in a combination of semesters and intersessions, rather than exclusively in fall and spring. See also Standard Annual Load and Non-Standard Annual Load.

Appointed Vice Chair — A department Vice Chair appointed by and serving at the pleasure of the chair but receiving no reassigned time.

Assignment — Duties, hours, and/or courses assigned to a given faculty member by the District.

Basis — 10.85 months with dates to be determined yearly. Applies to some non-classroom faculty and classified positions. Employees are eligible for illness benefits and receive pay for holidays. B basis faculty employees do not earn vacation. Classified employees earn vacation and receive pay for holidays.

Board — Los Angeles Community College District Board of Trustees.

Board Rules — Any rule adopted by the Board.

Bridge Course — Course used as a pre-requisite to PACE courses, but which is not a PACE course.

C Basis — 10 months beginning with the opening day of the Fall semester and ending with the closing day of the Spring semester. Applies to faculty and classified positions. Benefits are the same as for "B" basis above.

CalSTRS — See STRS.

Campus — Any one of the nine Los Angeles Community Colleges and its constituent parts.

Campus Bargaining Agent Representative — See Los Angeles College Faculty Guild.

Carnegie Unit — A unit of credit representing how much time a typical student is expected to devote to learning per week of study, and the minimum is one unit for three hours of student work per week in the traditional 18-week calendar. Classes offered during a compressed calendar are managed to conform to Carnegie Unit requirements.

Cash Balance (CB) Plan — STRS Cash Balance retirement plan for adjuncts.

Chancellor — The chief executive officer of the District.

Chapter President — The AFT Chapter President at each campus plus one emeritus chapter president.

College — See Campus.

College District — See District.

College President — The chief administrative officer of a college.

Consulting Instructor (CI) — A faculty position responsible for a significant academic or Student service program or function that requires relating to faculty as peers and may include the supervision of employees.

Contract Employee — An employee of a district who is employed on the basis of a contract in accordance with the provisions of Education Code Section 87605, 87608(b) or 87608.5(b). (Also referred to as a probationary employee.)

Contract Education — Services that must be performed by faculty members and that are provided by the District for remuneration under a contract to provide educational services to a business or other agency. There are two kinds of contract instruction: contract instruction that is supported in part by state apportionment; and contract instruction that is supported entirely by the remuneration specified in the contract with the business or other agency receiving the services.

Consultation — The act of exchanging information and ideas regarding issues/concerns prior to making a decision.

D Basis — D Basis employees work 240 payroll days, between July 1 and June 30. Employees are eligible for illness benefits and receive pay for holidays. Employees do not earn vacation. Employees must take a sufficient number of non-duty days, as directed by their college president or vice chancellor, 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 weekdays and then subtracting the number 240.

Fiscal Year	# Calendar Days	# Calendar Weekdays	# D Basis Non-Duty Days
2020-21	365	260	21
2021-22	365	260	20
2022-23	366	262	22
2023-24	365	261	21

DB Plan — STRS Defined Benefit Retirement Plan.

DBS — STRS Defined Benefit Supplemental Retirement Plan.

D/DL — Distance/Distributive Learning.

Dean — An educational administrator normally reporting to a Vice President and normally responsible for supervision of one or more units of the college. Deans are considered supervisors but not managers.

Department — An instructional or service unit composed of faculty members assigned to one or more disciplines or service areas, who share common academic or professional interests, concerns or objectives.

Department/Division Chair — A department member selected by the department to represent the Division or department to the administration and the administration to the department. Faculty are not managers or supervisors.

Designated Vice Chair — A department Vice Chair selected by the department (mandatory in departments with more than 34 FTEP), receiving reassigned time.

DESK — Credit teaching salary schedule.

Discipline — A body of knowledge taught by persons with certification qualifications; also referred to as a subject matter field.

District — The Los Angeles Community College District and/or any of its constituent parts.

Division Head — A management employee assigned the administrative responsibility for a division in the District Office.

EESK — Non-classroom or substitute salary schedule.

ELR — Employee and Labor Relations.

Employee — Any member of the bargaining unit.

Employee self-directed time: — See contract interpretation Appendix L.

Employer — See Board.

ESS — Employee Self Service.

Exclusive Representative — See Los Angeles College Faculty Guild.

Facility — For purposes of this Agreement, facility shall mean any campus physical resource, site, building or other structure utilized for instructional purposes or otherwise used by faculty in the performance of their jobs or as part of their daily life on campus; any other physical resource, site, building or other structure that directly affects the satisfactory environment of the above.

Faculty — See Employee.

FESK — Non-Credit teaching or substitute salary schedule

Flex Day — Professional Development Day.

Flexible Spending Account — (See IRC 125 account).

Fractional Assignment — A monthly rate assignment less than full-time. Service, service credit for retirement, and pay shall be proportional to the fraction the assignment bears to a full-time assignment in the class.

FTEF — Full Time Equivalent Faculty.

FTEP — Full Time Equivalent Personnel.

GESK — Substitute credit teaching salary schedule.

Guild — See Los Angeles Faculty College Guild.

Holiday — a day, other than Saturday or Sunday, on which colleges will be closed for business as provided by law or authorized by the Board of Trustees.

Hourly Rate — See Adjunct.

HRD — Human Resources Division.

Instructor Special (ISA) — A faculty position responsible for an academic or Student service program or function that requires relating to faculty as peers.

IRC 125 Account — A Medical and dependent-care tax-deferred "flexible spending" account for full- time employees; a medical premium only tax-deferred plan for eligible adjunct employees.

JLMBC — Joint Labor/Management Benefits Committee.

Level Pay — A payroll method which divides the hours of pay for a course evenly across the pay periods associated with the semester or intersession. See also Pay by Course.

Load — See Standard Teaching Load or Standard Workload.

Load Banking — A plan in which pay for faculty service for an assignment normally paid adjunct or in an intersession (or working non-duty days and/or vacation and/or comp. time for non-classroom faculty) a is deferred and tracked to result in a later "load credit leave" with reduced or zero service.

Los Angeles College Faculty Guild, Local 1521, AFL/CIO — The employee organization certified as the Exclusive Representative of the employees in the Faculty Unit.

Los Angeles Community College District — See District.

Manager — "Managerial employee" means any employee having significant responsibilities for formulating or administering college or district policies and programs. Managers include but are not limited to Presidents and Vice Presidents.

Monthly Rate — Any employee paid from the preparation salary schedule.

MOU — Memorandum of Understanding.

Noncredit Classes — college classes (continuing education) taught by faculty (unit members) which earn apportionment (at a reduced rate) for the District. Students do not earn credit for these classes but are enrolled through the class schedule system.

Non-Standard Annual Load — The faculty member's annual load obligation will be fulfilled with a combination of assignments (including overload/underload) in any term, fall, winter, spring or summer. See also Annual Load and Standard Annual Load.

Not for Credit Classes — activities arranged by the District which are not college instruction under the Ed Code and Title 5. They do not earn apportionment from the State and are not taught by unit members (or if taught by such persons, it is not in their role as faculty and it does not count toward the 60% limit). These classes are not part of the class schedule system. Compensation to the instructor may be by personal services contract or employment as an unclassified employee.

Outreach Location — Off campus location for Outreach classes, usually at high school campuses.

PACE — Project for Adult College Education (Art. 13.A.12).

PAL day — "Personal Annual Leave" day.

PARS — Public Agency Retirement System.

Parties — The parties to this Agreement...the Los Angeles Community College District Board of Trustees and the Los Angeles College Faculty Guild.

Pay by Class — See Pay by Course.

Pay by Course — The total pay for a course or session, equal to 20 times the standard hours times the rate of pay per standard hour. Also, the method of payment of this total pay as agreed by the parties.

Part-Time — Any employee paid from an adjunct salary schedule.

Permanent Employee — See Regular Employee.

Premium Only Plan — An IRC 125 tax deferred plan for eligible adjuncts to buy into district medical plans.

President — Chief administrative officer of a College.

Probationary Employee — See Contract Employee.

Proportional Basis — A multiple assignment in which a faculty member has a fractional assignment within one basis and an additional fractional assignment within another basis, the sum of which is generally full-time. The service, service credit for retirement, and salary for each assignment shall be proportional to the ratio that the assignment bears to a full-time assignment in that class.

Reassigned Time — Under District rules, time for a faculty member paid by the District during which the faculty member is not required to provide the services ordinarily associated with the faculty member's assignment, but during which the faculty member is expected to provide other specific services to the District, which may include, but are not limited to, some of the activities of the Academic Senate, shared governance and/or accreditation; services to the AFT are specifically excluded.

Regular Employee — An employee of a District who is employed in accordance with the provisions of Education Code Section 87608(c), 87608.5(c), or 87609(a). (Also referred to as a Permanent Employee.)

Regular Session — A Fall Semester or Spring Semester.

Released Time — Under the provisions of Article 8 or otherwise, time for a faculty member paid by the District during which the faculty member is not required to provide services to the District, but during which the faculty member is expected to provide services to the AFT including, but not limited to, facilitating the AFT's processing of grievances and the implementation of the Agreement.

SLF — Standard Load Factor.

SLO — Student Learning Outcomes.

SLOAC — Student Learning Outcomes Assessment Cycle.

Standard Annual Load — The faculty member's annual load obligation will be fulfilled during the fall and spring semesters.

Standard Hour — The number of hours per week a class would meet in a traditional Fall or Spring semester, or the number of non-classroom work hours per week in a traditional Fall or Spring semester.

Standard Load Factor — A number representing the ratio of the Standard Hours for a course by the appropriate teaching load of the faculty member; e.g. 3/15 = 0.2.

Standard Teaching Load — The number of standard teaching hours considered to be a full load for one semester.

Standard Workload — The number of standard work hours considered to be a full load for one semester.

STRS — State Teachers' Retirement System.

Supervisor — Supervisors include but are not limited to all managers and Deans, Associate Deans, Assistant Deans, Senior Analysts and Analysts.

Temporary Employee — A faculty member who is not a Regular or Contract Employee.

Tenured — See Regular Employee.

TSA — Tax Sheltered Annuity.

Union — See Los Angeles College Faculty Guild.

Vacation Day — a day on which colleges will be open but no classes will be held, and faculty need not be present on campus.

VDT (Monitor) — Video Display Terminal.

Vice Chancellor — A management employee assigned the administrative responsibility for certain divisions in the District Office. In the context of this agreement, approval by the College President or Vice Chancellor means that the College President provides approval for faculty employed at a college and the Vice Chancellor provides approval for faculty employed in a division of the District Office.

Vice President — An educational administrator reporting to the college president and responsible for one of the major subdivisions of the college, e.g. academic affairs, student services, administrative services.

WEC — Work Environment Committee.

Workblock — One of twelve divisions of a workweek for classroom faculty (Art. 13.D.2).

Working Days — Working days means calendar days exclusive of Saturdays, Sundays, legal holidays, and District holidays.

Z Basis — Faculty assignments which are short term in nature (less than a semester) such as during intersession (but not the intersession assignments as described in Art 15).

APPENDIX E

SENIORITY LISTS

Seniority Lists

A. Classroom Faculty:

	Seniority List	City	East	Harbor	Mission	Pierce	Southwest	Trade Tech	Valley	West
A	Accounting	C	E	H	M	P	S	T	V	W
	Addiction Studies					P	S			W
	Administration of Justice	C	E	H	M	P	S	T	V	W
	Afro-African-American Studies	C	E		M				V	
	Air Conditioning & Refrigeration							T		
	Allied Health									W
	American Sign Language	C	E			P	S	T		W
	American Sign Language Interpreting					P				
	Anatomy	C		H	M					
	Animal Husbandry					P				
	Animal Science, General					P				
	Anthropology	C	E	H	M	P	S	T	V	W
	Arabic	C								
	Architecture	C	E	H		P		T	V	W
	Architecture, Transportation		E							
	Armenian	C							V	
	Art	C		H			S	T		
	Art - History, Appreciation		E		M	P			V	W
	Art (Ceramics, Sculpture, 3D Design)		E		M	P			V	W
	Art (Drawing, Painting, 2D Design)		E		M	P			V	W
	Art (Photography, Graphics)				M	P				
	Art (Printmaking)								V	
	Art Advertising Illustration					P				
	Art Graphic Design								V	
	Art, Computer Graphics		E							
	Asian-American Studies									
	Astronomy	C	E	H	M	P		T	V	W
	Automobile Technology Mechanics						P			
	Automotive and Related Technologies							T		
	Automotive Collision Repair							T		
	Automotive Technology		E							

	Aviation									W
	Aviation Maintenance Technician									W
B	Baking Professional							T		
	Biological Science	C	E	H	M	P	S	T	V	W
	Biotechnology and Biomedical Technology					P				
	Botany									
	Broadcasting (Radio & TV)		E			P			V	
	Broadcasting-Radio Production					P				
	Business	C	E	H	M		S	T	V	W
	Business Law					P			V	
C	Cabinet Millwork - Apprentice							T		
	Cabinetmaking and Millwork							T		
	Cable Splicing Apprentice							T		
	Carpentry							T		
	Carpentry Apprentice							T		
	Certified Nurse Assistant/Certified Home Health Aide - Non Credit								V	
	Chemical Technology							T		
	Chemistry	C	E	H	M	P	S	T	V	W
	Chicano Studies	C	E		M	P			V	
	Child Development	C	E	H	M	P	S	T	V	W
	Chinese	C	E							
	Cinema	C		H	M	P	S		V	W
	Citizenship (Non-Credit)		E		M				V	
	Communication Studies	C	E	H	M	P	S	T	V	W
	Community Planning/Economic Development							T		
	Computer Applications Office Technologies	C		H	M	P	S	T	V	
	Computer Applications Office Technology-Computer		E							W
	Computer Applications Office Technology-Legal		E			P				W
	Computer Applications Office Technology-Logistics		E							
	Computer Applications Office Technology-Non Computer		E							W
	Computer Information Systems			H				T		W
	Computer Science Information Technology	C	E	H	M	P	S		V	W
	Computer Technology	C		H			S	T		
	Cooperative Education	C			M	P	S	T	V	
	Corrections	C								W
	Cosmetology							T		
	Counseling (Instruction)	C	E	H	M	P	S	T	V	W
	Crime Analyst					P				W
	Culinary Arts			H				T		
D	Dance		E			P			V	W
	Dance Specialties	C	E							
	Dance Studies	C								
	Dance Techniques	C								
	Dental Hygiene									W

	Dental Technology	C								
	Developmental Communications			H	M			T	V	
	Diesel and Related Technology							T		
	Digital Media							T		
	Drafting			H	M			T	V	
E	Earth Science	C	E							
	Economics	C	E	H	M	P	S	T	V	W
	Education	C		H		P	S		V	W
	Education-Special									
	Electrical Construction & Maintenance							T		
	Electrical Engineering & Electronics	C								
	Electrical Lineman							T		
	Electrical Lineman Apprentice							T		
	Electron Microscopy		E							
	Electronic Communications							T		
	Electronics	C	E	H		P	S		V	
	Electronics Technology							T		
	Emergency Department Assistant		E							
	Emergency Medical Technology			H						
	Engineering, General	C	E	H	M	P	S	T	V	
	Engineering Operation & Maintenance							T		
	Engineering Tool Manufacturing								V	
	Engineering, Support									
	English	C	E	H	M	P	S	T	V	W
	Environmental Design	C		H						
	Environmental Science		E	H		P		T	V	W
	Equestrian (Horseback Riding)					P				
	ESL	C	E	H	M	P	S	T	V	W
	ESL Civics	C						T		
F	Family & Consumer Studies-Dietetics									
	Family and Consumer Studies	C	E	H	M		S		V	W
	Fashion Design							T		
	Fashion Merchandising							T		
	Film Production									W
	Finance	C	E	H	M			T		W
	Fire Technology		E	H					V	W
	Floriculture/Foristry					P				
	Food Services Management				M					
	French	C	E	H		P		T	V	
G	Geography	C	E	H	M	P	S	T	V	W
	Geology	C	E	H	M	P	S	T	V	W
	German								V	
H	Health	C		H	M	P	S	T	V	
	Health (Men)		E							
	Health (Women)		E							

	Health Information Technology		E							
	Health Occupations							T		W
	Heavy Duty Truck & Diesel Mechanics							T		
	Hebrew								V	
	History	C	E	H	M	P	S	T	V	W
	Horse Science					P				
	Hospitality									W
	Humanities	C		H	M	P	S	T	V	W
I	Insurance									
	Interior Design				M					
	International Business	C	E	H		P	S			
	Italian	C	E		M	P			V	
J	Japanese	C	E	H		P				W
	Jewish Studies								V	
	Journalism	C	E	H	M	P			V	
K	Kinesiology	C	E	H	M	P	S	T	V	W
	Korean	C								
L	Labor Studies							T		
	Landscape Designed Maintenance					P				
	Law	C	E		M	P	S			
	Law History								V	
	Learning Foundation			H		P				
	Learning Skills	C		H	M			T	V	W
	Learning Skills (English)					P			V	
	Learning Skills (Mathematics)					P			V	
	Learning Skills (Speech)									
	Library Science	C	E	H	M	P		T	V	
	Library/Media Technology - Non Teaching		E							
	Linguistics	C			M	P			V	
M	Machine Shop -- Computer Numerical Control					P		T		
	Management	C		H			S	T		W
	Management and Supervision					P	S	T		
	Manufacturing & Industrial Technology		E							
	Marketing	C	E	H	M		S	T	V	W
	Marketing and Finance					P	S			
	Mathematics	C	E	H	M	P	S	T	V	W
	Media Arts			H					V	
	Microbiology	C		H	M			T		
	Mortgage Finance						S	T		
	Motorcycle Repair Mechanics							T		
	Multimedia				M	P		T	V	W
	Multimedia - Animation								V	
	Multimedia - Digital Video					P			V	
	Music Seniority Lists	C	E	H	M	P	S	T	V	W
	Literature									

Theory									
Piano									
Voice									
Choral									
Guitar/Guitar Ensemble									
Woodwinds									
Brass									
Percussion/Percussion Ensemble									
Strings									
Orchestra/String Ensembles									
Band/Wind Ensembles									
Chamber Music									
Commercial Theory									
Commercial Business									
Commercial Guitar									
Commercial Voice									
Commercial Piano									
Jazz Band									
Comercial Ensembles									
Music Technology									
Applied Music									
Applied Music -Flute									
Applied Music -Oboe									
Applied Music -Saxophone									
Applied Music - Clarinet									
Applied Music -Bassoon									
Applied Music - French Horn									
Applied Music - Trumpet									
Applied Music -Trombone									
Applied Music -Tuba/Low Brass									
Applied Music - Timpani									
Applied Music - Percussion									
Applied Music - Violin									
Applied Music - Viola									
Applied Music - Cello									
Applied Music - Bass									
Applied Music - Piano									
Applied Music -Voice									
Applied Music - Guitar									
Applied Music -Woodwind Jazz/Commercial									
Applied Music -Trumpet Jazz/Commercial									
Applied Music -Trombone Jazz/Commercial									
Applied Music -Piano Jazz/Commercial									
Applied Music -Guitar Jazz/Commercial									
Applied Music -Bass Jazz/Commercial									

	Applied Music -Drums/Percussion Jazz/Commercial									
	Applied Music -Voice Jazz/Commercial	C	E	H	M	P	S	T	V	W
N	Non-Credit Basic Skills	C		H	M			T	V	W
	Non-Credit Basic Skills (English)	C	E	H				T		
	Non-Credit Basic Skills (Math)	C	E					T		
	Non-Credit ESL (Survival Level)	C	E	H	M			T	V	
	Non-Credit Parenting								V	
	Non-Credit Voc. Ed. Computer Literacy								V	
	Non-Credit Voc. Ed. Customer Service								V	
	Non-Credit Vocational Education							T	V	W
	Numerical Control								V	
	Nursing	C	E	H		P	S	T	V	
	Nursing - Certified Home Health Aide (Credit)									W
	Nursing - Certified Nurse Assistant (Credit)									W
	Nursing, Registered	C						T		
	Nursing, Vocational							T		
	Nutrition				M					
O	Oceanography	C	E	H	M	P			V	
	Office Machines			H				T		
	Operation & Maintenance Apprentice							T		
P	Paralegal Studies						S	T		W
	Philosophy	C	E	H	M	P	S	T	V	W
	Photography (Vocational)	C	E	H	M	P			V	
	Photojournalism									
	Physical Science	C		H	M	P	S		V	
	Physics	C	E	H	M	P	S	T	V	
	Physiology	C		H	M					
	Plumbing							T		
	Political Science	C	E	H	M	P	S	T	V	W
	Process Plant Technology			H				T		
	Psychology	C	E	H	M	P	S	T	V	W
	Public Relations		E			P		T		
R	Radiologic Technology	C								
	Real Estate	C	E	H		P	S	T	V	W
	Reading		E				S			
	Registered Veterinary Technology (Advanced)					P				
	Registered Veterinary Technology (Basic)					P				
	Respiratory Therapy		E						V	
	Restaurant Management							T		
	Russian	C								
S	Sheet Metal Apprentice							T		
	Sign Graphics							T		
	Sociology	C	E	H	M	P	S	T	V	W
	Solid Waste Management Technology							T		
	Spanish	C	E	H	M	P	S	T	V	W

	Special Reading - English									
	Statistics								V	
	Street Maintenance							T		
	Supervised Learning Assistance	C				P		T		
	Supervision	C	E	H			S	T		
	Supply Water Technology							T		
T	Tailoring							T		
	Television	C								
	Theater Arts	C	E	H	M	P	S	T	V	W
	Theater Arts, Acting	C			M					
	Theater Arts, Technical Theater	C			M					
	Travel Tourism									W
V	Visual Communications							T		
W	Wastewater Technology							T		
	Welding					P				
	Welding Gas and Electric							T		
	Word Processing					P	S	T	V	W
Z	Zoology									

B. Non-classroom Faculty/Service Position:

Seniority List	City	East	Harbor	Mission	Pierce	Southwest	Trade Tech	Valley	West
Counselor	C	E	H	M	P	S	T	V	W
Director, Child Development Center	C	E	H	M		S	T	V	W
Disability Specialist	C	E	H	M		S	T	V	W
Librarian	C	E	H	M	P	S	T	V	W
Nurse					P				
Teacher, Child Development Center	C	E	H	M		S	T	V	W

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APPENDIX H

CLASS CODES

0401	Consulting Instructor, LSC
0403	Consulting Instructor
0407	Consulting Instructor (SFP)
0467	Nurse
0468	Nurse (SFP)
0551	Director, Child Development Center
0552	Vice Director, Child Development Center
0553	Child Development Center Teacher
0554	Child Development Center Teacher (SFP)
0555	Dir, Child Development Center (SFP)
0706	Counselor
0710	Counselor, Collective Bargaining Replacement
0711-0781	Department Chair
0711-0782	Department Chair, 7 Hr Duty (.2D)
0711-0783	Department Chair, 14 Hr Duty (.4D)
0711-0784	Department Chair, 17.5 Hr Duty (.5D)
0711-0785	Department Chair, 21 Hr Duty (.6D)
0711-0786	Department Chair, 24.5 Hr Duty (.7D)
0711-0787	Department Chair, 28 Hr Duty (.8D)
0711-0788	Department Chair, 35 Hr Duty (1.0D)
0712	Department Chair, Counseling
0713	Department Chair, Library, Chair Duties
0715	Counselor (SFP)
0721	Vice Department Chair
0722	Vice Department Chair, Counseling
0723	Vice Department Chair, Library
0730	Librarian
0731	Librarian (SFP)
0734	Disability Specialist
0735	Disability Specialist (SFP)
0741	Instructor
0743	Instructor, Coach
0744	Instructor, Collective Bargaining Replacement
0748	Pace Instructor
0749	Instructor, SFP
0750	Athletic Director
0751	Instructor, Special Assignment, LSC
0753	Instructor, Special Assignment
0755	Bargaining Unit Representative
0756	Academic Senate Officer
0758	Instructor, Special Assignment, LSC (SFP)
0759	Instructor, Special Assignment (SFP)
0760	Officer of Organization
0790	Department Chair (Mixed Duties)
0795	Department Chair, Library, Librarian Duties
0798	Department Chair, Teaching
0806	Instructor, Special Assignment, Adjunct, Sub
0807	Instructor, Special Assignment, Adjunct, Sub (SFP)
0808	Instructor, Special Assignment, Adjunct
0809	Instructor, Special Assignment, Adjunct (SFP)
0810	Instructor, Adjunct, On-Site Supervisor
0811	Instructor, Adjunct
0811	Non-Credit Teacher, Adjunct*
0811	Non-Credit Teacher, Adjunct, Sub*
0811	Non-Credit Teacher, Adjunct (SFP)*
0811	Non-Credit Teacher, Adjunct, Sub (SFP)*
0811	Walk-On Head Athletic Coach Stipend
0812	Child Development Center Teacher, Adjunct
0816	Instructor, Adjunct, Sub
0817	Instructor, Adjunct, Collective Bargaining Replacement
0818	Instructor, Special Assignment, Adjunct, Collective Bargaining Replacement
0820	Child Development Center Teacher, Adjunct (SFP)
0821	Child Development Center Teacher, Adjunct, Sub
0822	Child Development Center Teacher, Adjunct, Sub (SFP)
0826	Instructor, Adjunct, Sub (SFP)
0828	Disability Specialist Adjunct
0829	Disability Specialist Adjunct Sub
0830	Counselor, Adjunct

0831	Counselor, Adjunct, Collective Bargaining Replacement
0832	Counselor, Adjunct, Sub
0834	Counselor, Adjunct (SFP)
0836	Counselor, Adjunct, Sub (SFP)
0850	Librarian, Adjunct
0852	Librarian, Adjunct, Sub
0854	Librarian, Adjunct (SFP)
0855	Instructor, Adjunct (SFP) (Over 18 Load)
0856	Librarian, Adjunct, Sub (SFP)
0860	Nurse, Adjunct
0862	Nurse, Adjunct, Sub
0864	Nurse, Adjunct (SFP)
0866	Nurse, Adjunct, Sub (SFP)
0888	Bargaining Unit Rep, Adjunct
0910	Ancillary Adjunct Service (60% or 67% exempt)
0988	Bargaining Unit Rep, Adjunct (60% or 67% exempt)
8123	Academic Development Grantee
8141	Walk-on Assistant Athletic Coach Stipend (not represented)

KEY

SFP:	Specially Funded Program
Sub:	Substitute
LSC:	Learning Skills Center
*	Paid at the Non-Credit Teaching Rate

APPENDIX I

REGULATIONS FOR DOMESTIC PARTNER COVERAGE UNDER HEALTH PLANS

In order to qualify for domestic partner coverage under the Health Benefits Program, an active employee or retiree must comply with the following:

1. The employee/retiree, and their domestic partner, must satisfy the eligibility requirements of a domestic partnership established by the State of California, register with the State of California as a domestic partnership and present proof of such registration, along with proof of the following documentation to the Health Insurance Section, Business Services Division:

a. Sharing a common residence, which may include proof by copies of driver's licenses or passports showing the same address;

b. Joint responsibility for each other's basic living expenses incurred during the domestic partnership which shall mean the cost of food, shelter, medical care, clothing and any other expenses supporting daily living (the monetary contribution made by each person toward the expenses need not be in equal shares), which may include proof by any one of the following:

i. common ownership of a motor vehicle;

ii. joint bank account;

iii. joint credit card;

iv. joint wills;

v. joint utility bills;

vi. durable power of attorney for health care;

vii. joint safety deposit box.

c. Are both at least 18 years of age, which may include proof by any one of the following:

viii. Driver's licenses or passports showing the date of birth;

OR

ix. Birth certificates.

d. Are both members of the same sex or one/or both is/are over the age of 62 and meet the eligibility criteria under Title II of the Social Security Act as defined in 42 U.S.C. Section 402(a) for old-age insurance benefits or Title XVI of the Social Security Act as defined in 42 U.S.C. Section 1381 for aged individuals, which may include proof by any one of the following:

x. Driver's licenses or passports showing the sex and date of birth;

OR

xi. Birth certificates.

All domestic partnerships currently registered with the District and meeting the eligibility requirements in effect under the 2002-2005 Agreement will be grandfathered in under those requirements.

2. Application for domestic partner coverage must include all of the plans in which the employee/retiree is presently enrolled; that is, the employee/retiree may not choose to enroll the domestic partner under only the dental but not medical and vision, etc.

3. A dependent child of a domestic partner is eligible for coverage only if the child meets the conditions of Article 27IA, 2 or IIIC, 1 and 2, and one of the following is true:

a. the child becomes a legally adopted child of the employee

b. the employee retains legal guardianship of such child

c. the domestic partner is the natural or adoptive parent or legal guardian of the child, and the employee shows proof that such child is not otherwise eligible for health benefits.*

4. Application for Coverage:

a. Employees who meet the requirements above and all other requirements herein on the original effective date of these Regulations will have 31 calendar days to make application for domestic partner coverage following registration, and providing proof of such registration, of domestic partnership with the State of California. If application is not made within this time, the employee will have to wait for the next open enrollment period to apply for coverage.

b. New employees hired after the original effective date of these Regulations who meet the requirements on their date of eligibility may apply for domestic partner coverage.

** Health benefits means health insurance coverage under an employer-sponsored plan or other health insurance coverage partially or fully paid by a party other than the employee or domestic partner.*

c. In the event of late enrollment the employee will not be required to wait until the next open enrollment period IF the employee can demonstrate that the late application is due to loss of coverage for the domestic partner in a different benefit plan.

5. Change in Domestic Partnership:

a. Terminations of domestic partnerships must comply with State regulations, including but not limited to Family Code, Section 299(a).

b. In the event of the termination of the domestic partnership, the employee must show proof of having filed the Notice of Termination of Domestic Partnership with the California Secretary of State or, if applicable, providing proof of dissolution of domestic partnership through the Superior Court.

c. The employee must notify the Health Insurance Section in writing within 31 calendar days of any change in the status of a domestic partner relationship as attested to in the Declaration of Domestic Partnership, such as termination of the relationship, change of circumstances, death of the domestic partner, marriage to the domestic partner or any other cause, and the employee must file a Declaration of Termination of Domestic Partnership with the Health Insurance Section for adjustment in coverage.

6. COBRA Coverage: Domestic partners are not considered "qualified beneficiaries" under federal COBRA regulations but are eligible for COBRA-like continuation coverage if offered and provided by the insurance carrier(s), and under the terms and conditions of the insurance carrier(s). As such, the District retains the right to modify or terminate this continuation of coverage benefit at any time.

LOS ANGELES COMMUNITY COLLEGE DISTRICT
AFFIDAVIT OF DOMESTIC PARTNERSHIP

I, _____ declare that _____
(print) name of employee/soc.security number *(print) name of domestic partner/soc.security number*

and I are domestic partners, and we declare that we meet the following criteria of Domestic Partnership:

1. We share the same regular and permanent residence, and have been living as a couple in the same household for at least 12 months; and

2. We have a close personal relationship in lieu of a lawful marriage; and

3. We have agreed to be jointly responsible for basic living expenses, as defined below*, incurred during the partnership; and

4. We are not married to anyone; and

5. We are each eighteen (18) years of age or older; and

6. We are not related by blood as close as would bar marriage; and

7. We are mentally competent to consent to a contract; and

8. We are each other's sole domestic partner and are responsible for each other's common welfare; and

9. We acknowledge joint ownership of acquisitions since the start of the partnership, to an extent equal to that pertaining to community property in the case of marriage. We are aware that we have been advised to consult an attorney regarding the possibility that the filing of this Affidavit may have other legal and/or financial consequences, including the fact that it may, in the event of termination of the domestic partnership, be regarded as a factor leading a court to treat the relationship as the equivalent of marriage for purposes of establishing and dividing community property, assigning community debt, and for the payment of support.

10. We declare that any dependent child of the domestic partner, to be eligible for coverage, is not otherwise eligible for health benefits.

Employees are advised that unless the domestic partner is also considered the employee's dependent for tax purposes under Section 152 of the Internal Revenue Code, the Internal Revenue Service currently treats as imputed income to the employee the value of the health coverage provided to domestic partners and their dependents, if any. Employees are advised to review the consequences of electing this benefit with their own tax advisors.

** "Basic living expense" means the cost of basic food, shelter, medical care, clothing and any other expenses of the common household. The partners need not contribute equally or jointly to the payment of these expenses as long as they agree that both are responsible for them.*

It is understood that:

1. This declaration shall be terminated upon the death of the domestic partner of the employee or by a change of the circumstances attested to in this Affidavit.
2. We agree to notify the Health Insurance Section of the LACCD if the domestic partnership no longer meets all of the criteria attested to in this declaration within thirty-one (31) calendar days of the change by filing a Declaration of Termination of Domestic Partnership.
3. Following filing of a Declaration of Termination of Domestic Partnership, I understand that I may not file a subsequent Affidavit of Domestic Partnership for a period of at least 12 months; except, however, there is no waiting period for filing a second Affidavit of Domestic Partnership with respect to a partner as to whom I previously filed both an Affidavit of Domestic Partnership and a Declaration of Termination of Domestic Partnership.

Acknowledgements:

1. We understand that any person/employer/company who suffers any loss due to any false statement contained in this Affidavit, or failure of the employee to notify LACCD Health Insurance Section of any changes resulting in the partnership no longer meeting the criteria herein or in Appendix I of the Agreement, within the time limit provided, may bring a civil action against either or both of us to recover their losses, including reasonable attorney's fees.
2. We have been provided the information in this Affidavit for use by the LACCD Health Insurance Section for the sole purpose of determining our eligibility for domestic partner health benefits.
3. We affirm, under penalty of perjury, that the assertions in this Affidavit are true to the best of our knowledge.

_____ _____

Employee Signature *Date*

_____

Employee Address

_____ _____

Domestic Partner Signature *Date*

_____

Domestic Partner Address

_____

Signature of Notary Public

SEAL

Commission Expires: _____

LOS ANGELES COMMUNITY COLLEGE DISTRICT
DECLARATION OF TERMINATION OF DOMESTIC PARTNERSHIP

I, _____ declare, under penalty of perjury,
(print) name of employee/soc.security number

that the Affidavit of Domestic Partnership attested to and signed

by me on_____is terminated as specified below:
date of declaration

Name of Domestic Partner: _____

Termination of the Affidavit of Domestic Partnership is due to:

❑ change of circumstances attested to in the Affidavit of Domestic Partnership

❑ termination of domestic partnership on _____
date

❑ death of domestic partner on _____
date

❑ marriage to domestic partner on _____
date

I shall mail a copy of this signed statement to my surviving former Domestic Partner within 14 days of signing this notice.

I understand that I may not file a subsequent Affidavit of Domestic Partnership for a period of at least 12 months; except, however, there is no waiting period required for filing a second Affidavit of Domestic Partnership with respect to a partner as to whom I previously filed both an Affidavit and a Termination of Domestic Partnership.

I hereby declare under penalty of perjury that the foregoing is true and correct.

Signed:_____ Witness: _____

Print: _____ Print: _____

Date: _____ Date: _____

APPENDIX J

REQUEST FOR APPROVAL & PAYMENT FOR ADJUNCT ANCILLARY ACTIVITIES

Submit application form and attachments to the college president.
Send copies to the project lead and AFT chapter president.

Upon approval or denial, the college president or designee shall send copies of this form to all parties, including the adjunct faculty member, within five (5) working days. The receipt of an approved project assignment is required before work may begin.

I. Initiator_____ Date of request _____

Phone _____ E-mail _____

Division/Department _____ Project Lead _____

Phone _____ E-mail _____

Project Description (attach statement)

1. Describe the project/task and why it is important to the college.
2. State the rationale for hiring an adjunct instructor to perform these ancillary duties. For department projects, include the FT/PT ratio.
3. State the necessary knowledge, skills and abilities of a successful adjunct applicant for this assignment.
4. State the hours needed to complete the project and the anticipated completion date.

☐Approved
Make assignment and begin work.

☐Denied
Rationale for denial:

_____
College President Date

☐Approved
Make assignment and begin work.

☐Denied
Rationale for denial:

_____
AFT Chapter President Date

II. Summary of work completed (attach work products):

Ancillary Assignment Completion Sign Off:

_____ _____ _____
Project Lead Date College President Date AFT Chapter President Date

APPENDIX K

LOAD BANKING FORM

Application for Load Banking and Credit Leave[1]

Instructor Name: Employee #: Discipline:

Instructor Approval: Date:

Chair Approval: Date:

Dean Approval: Date:

Vice President of Academic Affairs Approval: Date:

Load Banking Plan – Courses to be Banked[2]:

Semester/Session Date for Banking	Course Name and Number	Number of Units/ Hours for Banking	Banking Completed (date)	Comment (attach additional sheets)

Total Load Bank Credits to be earned[3]: _____

From: _____ To: _____
Semester Year *Semester Year*

Will this Load Credit Leave be combined with a Sabbatical Leave[4]: ❑ Yes ❑ No
Will this be a half time or full-time Load Credit Leave[5]: ❑ half ❑ full
Additional Hours of Load Credit Earned to be eligible[6]: _____
Date this **Application for Load Banking Credit** expires[7]: _____

[1]*The request must be submitted to the faculty member's department chair (with a copy to the Vice President) in writing at least four months before the start of the Academic term during which the faculty member proposes to take the reduced assignment or Load Credit Leave.*

[2]*An instructor may only bank assignments that are beyond their standard assignment. Credits are banked in lieu of pay. During any term, no less than 1 standard hour nor more than the maximum listed in the table in Art. 39D may be banked.*

[3]*The maximum amount of Load Credit that may be accumulated is equal to the number of hours of load credit needed to permit the faculty member to receive a full-time Load Credit Leave for one academic term.*

[4]*The Vice President in consultation with the program or department chairperson will determine if the approval of the request will seriously impair the operation of the faculty member's program or department. If so, a delay in approving the leave may be made for up to one year.*

[5]*A faculty member's request for Load Credit will include a leave (half-time or full-time) of one hour of load credit for each hour per week of leave plus an additional number of load credits as defined in Article 39, F.3.*

[6]*As per Article 39, F.3.*

[7]*Each hour of load credit earned under Article 39 shall expire if it is not used to receive a reduced assignment or load credit within seven years following the end of the academic term during which it was earned.*

APPENDIX L

SELECTED MOUs

1980-03 Art. 12 . . . . . Class Size 272

1984-04 Art. 13 . . . . . Load 15 Classes in Physical Education 272

1992-01 Art. 13 . . . . . Day-to-day Substitute Service 273

1992-02 Art. 13 . . . . . Interpretation of EC 87482.5. 273

1992-03 Art. 13 . . . . . Meaning of "Consecutive Years" 274

1992-05 Art. 13, 25 . . . . . Exclusion of Absence Time 274

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1980-03 Art. 12 — Class Size

Question: If two courses are offered in the same classroom at the same time by the same instructor, are they counted as one class for purposes of class size or are they counted as two classes?

Answer: They are counted as one class for purposes of class size, (for instance, if Office Administration 31 and Business 31 are a combined class taught in the same classroom at the same time by the same instructor, the combined class size constitutes the size of one class, despite the fact that the classes may have separate ticket numbers.)

(If Spanish 5 and Spanish 6 are taught at the same time and if the same classroom by the same instructor, the combined class size constitutes the size of one class, despite the fact that the classes may have separate ticket numbers.)

1984-04 Art. 13 — Load 15 Classes in Physical Education

Article 13, Assignment and Load, Table A, indicates Physical Education to be a 15-hour load and Physical Education Activity to be a 20-hour load. The parties agree that the following Physical Education classes shall be counted as Physical Education (15).

701 Advanced Lifesaving
702 Water Safety Instruction
710 Officiating Competitive Sports I
711 Officiating Competitive Sports II
712 Introduction to Physical Education
713 Introduction to Coaching Athletics
714 Coaching Team Sports
715 Coaching Individual Sports
716 Games and Rhythms/Elementary School I
716 Games and Rhythms/Elementary School II
717 Fundamentals of Athletic Training
719 Advanced Athletic Training
801 Modern Dance I
802 Modern Dance II
803 Modern Dance III
804 Modern Dance IV
805 Ballet I
806 Ballet II
807 Ballet III
808 Ballet IV
810 Folk Dance
813 Music Analysis and Modern Dance
814 Dance Production
817 Concepts of Human Movement
818 Fundamental Rhythms
819 Dance Choreography

1992-01 Art. 13 — Day-to-day Substitute Service

1. Employment on a day-to-day substitute basis, against a continuous absence and/or non-continuous absence pattern of a particular instructor for a particular cause of absence, is limited to a period of 20 working days for the substitute instructor (Education Code Section 87480). During this absence event, the count of days toward the 20-day maximum continues to increase for each day the substitute actually works, without being reset to zero due to weekends, holidays, or days of absence of the substitute. Should the absent instructor return to service from the continuous absence, or terminate their absence pattern, and later be absent again, the new absence shall be considered a new event, and the count of days shall start again from zero, with respect to this 20 day rule.
2. Service as a day-to-day substitute within the 20-day limit shall not be included in any service necessary to reclassify to contract status pursuant to other Education Code sections. Should substitute service occur beyond the limits of 20 days described in 1. above, then the first 20 days shall be regarded and compensated as day-to-day substitute service under Education Code Section 87480 and such service shall not be included in any service necessary to reclassify to contract status pursuant to other Education Code sections. Service beyond the 20-day limit shall be reassigned and paid in a class other than day-to-day substitute. Substitute service against monthly-rate absence shall be converted to monthly-rate temporary (long-term-sub) service, full-time or fractional according to the work load. Substitute service against adjunct absence shall be converted to ordinary adjunct service.

   Justification: to clarify the operation of the "20-day rule" for day-to-day substitutes so as not to unnecessarily restrict their opportunity to serve as replacements for absent instructors.

1992-02 Art. 13 — Interpretation of EC 87482.5

When all regularly funded certificated teaching assignments of an employee, when averaged and totaled over a semester, do not exceed 67 percent of a full time assignment, as compared to that of a full time instructor for the semester, such assignment shall be construed as authorized by Education Code Section 87482.5.

Service authorized by Education Code Section 87482.5 shall not be included in any service necessary to reclassify to contract status pursuant to other Education Code sections.

Justification: to clarify the implementation for other cases of an arbitrator's decision, in which, after careful analysis of applicable sections of the Education Code and relevant case law, it was decided that the average over the semester was properly to be used in deciding whether 67 percent of a full-time load had or had not been exceeded.

1992-03 Art. 13 — Meaning of "Consecutive Years"

The phrase "more than two semesters or three quarters within any period of three consecutive years" found in Education Code Section 87482 (b) shall be interpreted as meaning "more than two semesters or three quarters within any period of three consecutive academic years."

Justification: to change a prior interpretation which is now agreed by the parties to be incorrect. In the Code, "year" and "school year" are used interchangeably, in particular in EC 87482(a). Clearly the intent is not to consider "year" to mean "calendar year." The prior interpretation was to track temporary faculty so as not only to not allow service exceeding 67% of full-time within three semesters within three consecutive academic years, but also not to allow such service within three semesters within three consecutive calendar years. The latter exclusion is now not necessary.

1992-05 Art. 13, 25 — Exclusion of Absence Time

Time absent from an assignment, due to paid or unpaid leave or unauthorized absence, shall not be included in computing the service required as a prerequisite to attainment of, or eligibility to, classification as a regular or contract employee of the District.

Justification: to clarify that absence time will not be counted toward the 67% rule, nor toward service leading to tenure. A temporary faculty member with active assignments exceeding 67% but who is absent sufficiently that actual service does not exceed 67% will not have that semester counted as exceeding 67%. Also a contract faculty member who due to absence does not provide service for at least 75% of the academic year will not advance to the next contract year, and will have the opportunity to reach the required 75% in the following year.

1992-08 Art. 13 — Payment for Partial Overload

If as provided in Article 13.D.3, an instructor elects to be paid at hourly rate for that portion of a class which causes an overload beyond the standard teaching hours provided in Table A, and agreement is reached to pay for such partial overload, such payment shall be exempt from the provisions of Article 13.C regarding the maximum of 67% of a full assignment. Such exemptions should be rare and made (1) at the campus level, (2) on a case-by-case basis, and (3) with the approval of the college president and the Guild.

Justification: to clarify the agreed interpretation regarding when contract overload payments may be made and their exemption from the 67% rule for hourly assignments.

1993-01 Art. 13, 35 — Order of Employment

Pursuant to Education Code Sections 87413, 87414, and 87415, the order of employment by lots of employees with identical seniority dates shall be determined by assignment of a six-digit random number to such employees, with a random number of lesser value conferring a prior order of employment as compared to a random number of greater value for an employee with the same seniority date. Such a random number shall be determined for all probationary and permanent employees who do not already have such a number assigned, as needed, as follows:

The District shall employ an independent auditing firm to certify the process and the results there from.

The parties shall meet for the purpose of determining random numbers to be assigned, or may conduct the determination at any consultation or negotiation session of the parties, as needed and mutually agreed to by the parties; the auditing firm may have a representative in attendance at its discretion.

A printout of employees shall be prepared by the Division of Human Resources of those probationary and permanent employees who at that time do not have a random number assigned; the printout shall list name, employee number and seniority date, and shall be sorted by seniority date. The number of employees on the list shall be counted.

A random number that generates programs with program code agreed to by the parties (copy of program attached), shall be used. A value of the random number seed, acceptable to both parties, shall be entered into the program. The number of random numbers needed, equal to the number of employees on the list, shall be entered into the program. The program shall print out the required list of random numbers, which shall be assigned to the employees on the employee list, in the order provided on both lists. The random number lists shall be affixed to the employee lists, aligning random numbers to employee numbers; the parties shall initial each page, and photocopies shall be made for both parties and the auditing firm. If any duplicate random numbers are detected for employees with the same seniority date, new numbers shall be generated for all employees who have that seniority date and who have duplicate random numbers.

The random numbers determined in 4. above for employees in 3. above shall be entered into the personnel database by staff in the Division of Human Resources; a letter shall be sent to each employee assigned a random number of the fact that they have been assigned a random number, and the value of that number.

Justification: to clarify the method of assigning random numbers to contract and regular faculty, as required under the Education Code, for use in breaking a tie when two or more such faculty have the same seniority date.

1998-01 Art. 12 — Cancellation of PACE Classes

The provision in Article 12.F permitting cancellation of a class with 14 or fewer enrollment during the first two weeks of the semester is understood, in the case of PACE program blocks of classes, to apply to the entire block rather than individual classes. The enrollment figure which shall be used is the average enrollment in the classes in the block and either all classes shall remain uncancelled or all may be cancelled depending on the value of the average enrollment.

Justification: to clarify the conditions for cancellation, due to insufficient enrollment, of classes within a PACE block, which are planned and offered in a group rather than as single classes.

2002-04 Art. 13 — PACE Assignments

Article 13.A.10 shall be interpreted, for summer PACE assignments, as granting a contract or regular faculty member regularly assigned to a PACE program at a college with a summer PACE program the right of first refusal for a summer PACE assignment for which the person qualifies at that college, provided such a person has not been granted approval of eligibility for reassignment outside the PACE program by the College President or designee. Where more than one such is qualified, priority under Article 15 shall be used. Summer PACE assignments remaining unstaffed after being offered to such persons are to be staffed through a selection process.

Justification: to clarify the appropriate method of staffing assignments in summer PACE at colleges where contract or regular faculty are restricted to the PACE program.

2002-07 Art. 13 — Pay by Class Process Agreement

To improve the accuracy and timeliness of the District's current payroll system, and as an initial step towards realizing longer term objectives regarding modernization of the District's processes, procedures and administrative systems, the Los Angeles Community College District (District) and the Los Angeles College Faculty Guild, Local 1521(AFT) agree that the District shall implement the recommendation described in the attached Recommendation Summary regarding Pay Basis Simplification--Pay By Class. That recommendation calls for the District to: adopt a "shifted C" pay basis for all faculty (eliminating the T and V pay bases); calculate pay using Standard Curriculum Hours for courses rather than actual meeting time; and issue pay to faculty in equal installments.

These changes shall become effective for assignments for the fall semester, 2002.

The AFT shall cooperate with the District's effort to implement the Pay Basis Simplification "Pay By Class" recommendation, and render appropriate assistance when asked to do so.

2002-08 Art. 16, 29, 43 — Pay Equity for Part-time Instructors

In implementing the provisions of Attachment A, "Pay Equity," attached to the MOU of December 6, 2001, dealing with implementation of pro-rata pay for part-time faculty, the payment for Fall and Spring semesters for adjunct faculty teaching in disciplines with full-time Standard Teaching Hours Per Semester, as shown in Table A of Article 13, from 12 to 18 inclusive shall, beginning with Spring 2003, be extended to include Winter and Summer intersessions, and be made with a differential added to the salary schedule, rather than a manual lump sum bonus payment. The amount to be paid as a differential, including statutory benefits, will be computed periodically based on data drawn from active assignments and information on the load associated with the assignments, in view of the amounts available each term from the fiscal year's equity allocation from the State, less amounts reserved as agreed for doctoral differential payments, normalization of the adjunct non-classroom schedule, and marginal cost of pay by course for intersessions.

Justification: to provide for a method of applying the part-time equity payment, for adjunct faculty teaching in disciplines with full-time Standard Teaching Hours from 12 to 18, using a differential added to the salary schedule instead of a manually applied lump sum bonus, and to extend the equity adjustment to Winter and Summer intersessions.

2002-09 Appendix A — Definition/Meaning of "Accreditation"

The AFT and the District agree to the following regarding the definition/meaning of "accreditation".

In implementing the provisions of Attachment A. "Pay Equity," attached to the MOU of

December 6, 2001, dealing with implementation of pro-rata pay for part-time faculty, the meaning of "an earned doctor's degree from an accredited institution" shall be understood to require an earned doctorate from an institution which is accredited according to the provisions of Title 5, section 53406, which establishes accrediting standards for institutions whose degrees are acceptable for establishment of minimum qualifications for faculty service; the same standard is recognized by the parties as valid for degree differentials for faculty paid on the preparation salary schedule. This interpretation is declaratory of existing policy and not a new standard. This interpretation will continue until and unless contradicted by future agreement, and may be incorporated in future Agreement language.

Justification: This MOU is needed to clarify what the parties mean by "accreditation" and "accredited institution" as it applies to faculty degree differentials, and to reiterate the application of that meaning to degree differentials for full-time as applied in the past.

2003-01 Art. 17 — Calculation of FTEP and Chair Reassigned Time

In order to clarify and standardize practice among the colleges in implementation of Department Chair reassigned time and tallying the Full-Time Equivalent Personnel (FTEP) calculation, which is described in Article 17, Department Chairs and Departments, the following chart has been developed to show the range of assignments and how to count FTEP.

SAMPLE DEPARTMENT ROSTER –CALCULATING FTEP

Department Name: *Apple* Chairperson: *Johnny Appleseed* Term: *7/1/03-6/30/06*

Fall Term Start Date: *Sept. 1, 2003* Total FTEP: _____ Chair Reassigned:___. ___ D-basis

NAME FACULTY/STAFF	EMPLOYEE'S STATUS	FTE LOAD ASSIGNED TO DEPARTMENT	FTEP VALUE
Jake	Office Assistant	**1.0** —assigned .5 to two departments-selected Apple Department as "home"	**1.0**
Jana	Permanent Lab tech.	**.5** —assigned to labs	**.5**
Jane	Probationary	**1.0** —teaching	**1.0**
Jeff	Limited	**.6** —teaching, SFP project	**.6**
Jerry	Adjunct	**.6** —teaching	**.6**
Jessica	Tenured in Apple Department	**1.0** —assigned as an ISA SFP outside the Apple Department as "home"	**0.0**
Jill	Long term substitute Adjunct	**1.0** —teaching **.2** —assigned to department other than Apple	**1.0**
Jim	Tenured	**.6** —teaching. **.4** non-teaching SFP project	**1.0**
Johnny	Tenured-chair Extra duty	**1.0** —assigned as chair and instructor **.4** —teaching	**1.0** **.4**
June	Tenured	**.8** —teaching-Apple Department **.2** —teaching-Orange Department	**1.0**
Enuj	Tenured	**.2** —teaching-Apple Department **.8** —teaching-Orange Department	**0.0**
Jack	Tenured	**.4** —teaching-Apple Department **.6** —ISA-non-teaching-not in Apple Department **.6** —teaching Adjunct-Apple Department	**1.6**
Jose	Tenured	**.4** —teaching-Apple Department **.6** —non-teaching-AFT chapter	**1.0**
Jaime	Tenured	**.6** —teaching-Apple Department **.4** —non-teaching-Academic Senate President	**1.0**
Julian	Tenured	**1.0** —on leave (released) from district (not serving as ISA or CI)	**1.0**
Jasmine	Tenured	**.4** —on leave (released) from district (not serving as ISA or CI)	**1.0**

Justification: to clarify and standardize concepts relating to the Full-Time Equivalent (FTEP) calculation for Department Chair reassigned time throughout the District, applying the same standards to those who serve as Department chairs will assure consistent application of this contract provision.

2003-07 Article 17 — Contract Interpretation On Evaluation Of Adjuncts By Vice-Chairs

The following contract interpretation clarifies the role of Designated or Appointed Department Vice-Chairs with regard to the evaluation of adjunct faculty, as described in Article 17, Department Chairs and Departments, and Article 19, Evaluation.

Question: Is a Vice- Chair who is not a tenured faculty member able to complete an evaluation of a temporary faculty member?

Conclusion: Any Designated or Appointed Vice-Chair, even one who is not tenured, may complete an evaluation of a temporary faculty member.

Analysis: Pursuant to Article 19, Section O, temporary faculty receive a basic evaluation, "conducted in the manner specified in Section F...." Among other things, Section F provides that basic evaluations "shall be completed by the faculty member's Department Chair, or a tenured faculty member designated by the Department Chair in consultation with the Vice President or their designee." While this language could be interpreted as barring a non-tenured faculty member from completing a basic evaluation unless they are a Department Chair, that interpretation is contradicted by a careful reading of Article 17 and the language that authorizes Designated and Appointed Department Chairs and specifies their roles.

At least one Designated Vice-Chair is required in each department in which the full-time equivalent personnel totals more than 34 (Art. 17, Sec. F.1), and a Department Chair may select one or more Appointed Vice-Chairs in "any department with scheduled classes taught by adjunct faculty." (Art.17, Sec. F.2) As specified in Article 17, Sec. F.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.

Finally, Article 17, Sec. F6, requires the colleges to provide each department that offers classes taught by adjunct faculty with funding, "to compensate the Department Chair and/or Designated or Appointed Vice Chairs for the supervision (including evaluation) of adjunct and other temporary faculty members in the department. The Department Chair is responsible for, and has the authority to assign the supervision of adjunct and other temporary faculty to theirself, or to the Designated or Appointed Vice Chairs" (emphasis added).

It is clear from the explicit language of Article 17, that one of the principal roles of a Vice-Chair is supervision and evaluation of adjunct and other temporary faculty under delegated authority from the Department Chair. In carrying out that role, the Vice-Chair takes the place of the Department Chair who nevertheless remains "responsible for the overall quality, completeness, and timeliness of the work performed." For the purposes of Article 19, therefore, a basic evaluation completed by a Designated or Appointed Vice-Chair is the equivalent of an evaluation that has been "completed by the faculty member's Department Chair." Since tenured or probationary faculty members are equally eligible to serve as Vice-Chairs (Article 17, Secs. F.1 and 2), it follows that a faculty member who does not have tenure, but who has been selected as a Designated or Appointed Vice-Chair, is able to complete an evaluation of a temporary faculty member under Article 19, Section O and Section F.

Justification: This contract interpretation is needed to assure consistent application of these contract provisions and to clarify and standardize practices relating to evaluation of adjunct faculty by non-tenured Designated or Appointed Vice Chairs.

2008-03 Appendix A — State Part-time Equity Differential

The parties agree that, for the 2008-09 academic year, the funds available for the calculation of the State Equity Differential will be reduced by 10% of the cost of salary and statutory benefits (less the part-time office hours reimbursed by the state) for adjunct classroom assignments in summer intersession rather than by 20% as was the previous method of covering the cost of going to Pay by Class for Summer.

The parties agree that, effective with the 2009-10 academic year, and, if continued in future years, any State allocation for part-time equity which comes to the LACCD will be applied solely toward the State Equity Differential identified in the Adjunct DESK Schedule in Appendix A of the Contract in disciplines with full-time Standard Teaching Hours from 12 to 18 inclusive, as shown in Table A of Article 13, in Fall, Winter, Spring and Summer.

This differential will be calculated as follows:

$$ED = (SA - OS) \div FS \bullet PED$$

where:

ED = new equity differential for current academic year

SA = State allocation for current academic year

OS = any funds overspent in the allocation of the equity differential for loads 12-18 in the previous academic year.

FS = funds spent in previous academic year

PED = previous academic year equity differential

Justification: The Parties agreed, effective with the 2009-10 academic year to no longer use a portion of the State Part-time Equity Allocation to cover the formerly "marginal" cost of going to Pay by Class for Summer, which is no longer a marginal cost. The full value of any State allocation for part-time equity will be applied to the yearly recalculation (if the program is continued) of the State Equity differential for adjunct credit teaching on the DESK adjunct schedule for loads 12 to 18 inclusive as per the formula above.

This approach will be phased in for the 2008-09 academic year with half the cost of going to pay by class being charged against the State allocation in 2008-09 and none of the cost of going to pay by class being charged against the allocation beginning in 2009-10.

2009-04 Art. 19, 43 — Contract Interpretation: Clarification of the Meaning of "Participates in the Student Learning Outcomes Assessment Cycle" on the Faculty Evaluation Form

The Los Angeles Community College District (the "District") and the American Federation of Teachers College Guild Local 1521 (the "AFT") agree to the following clarification of the meaning of "Participates in the Student Learning Outcomes Assessment Cycle" on the faculty evaluation form, Appendix C of the 2008-11 Agreement.

Participating in the Student Learning Outcomes cycle (writing SLOs and establishing assessment tools/rubrics as a discipline or department) is the responsibility of full-time faculty. However, it is the responsibility of all faculty to incorporate approved SLOs in their teaching In order for faculty to be evaluated on their participation the following shall occur:

1. The department chair shall, at the time a course is assigned, provide the instructor with a copy (electronic or hard copy) of the course outline and any officially approved SLOs. (It is the responsibility of each college to determine a process for officially approving SLOs—it is normally considered a joint process involving sign-off by both faculty of the discipline/department and the college's Academic Senate.)
2. All instructors shall include the officially approved course SLOs on their course syllabi. If course SLOs have not yet been approved or provided by the chair, this shall have no negative effect on the instructor's evaluation.
3. All instructors shall conduct SLO assessments in their assigned classes and use the results to make appropriate changes in instruction to improve student learning. Data and results of assessments and modifications serve as evidence of fulfilling this professional responsibility.
4. An adjunct instructor may participate in discipline or departmental activities to create SLOs and establish assessments but they are not required to do so and lack of participation should have no negative effect on their performance evaluation.
5. An adjunct instructor is not required to attend SLO assessment activities when they are conducted outside the classroom. If an adjunct instructor would like to participate in such SLO activities they may request compensation in advance under the provisions of Article 43 B 2, Ancillary Duties.

Justification: This contract interpretation is provided to clarify the meaning of "Participates in the Student Learning Outcomes Assessment Cycle" on the faculty evaluation form and to distinguish the obligations of full-time and adjunct faculty with respect to this item.

2009-05 Article 29 – Differential for Faculty on Released/Reassigned Time

Appendix A. 1. 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 $xxx 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 salary differential for 0.5 of his or her assignment.

A department chair shall receive the $xxx differential year-round, if eligible, according to the provisions of Article 17. They 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 who receive differentials and who are on released or reassigned time or organizational leave for the AFT, the college or district Academic Senate or other college position with released or reassigned time shall receive the same differential they would have received if they were not released or reassigned.

Differentials are paid in full in situations where the faculty member is working 1.0 FTE (all monthly assignments combined). Eligible faculty members who are working less than 1.0 FTE (all monthly assignments combined) as faculty who are on a partial paid leave or receive a pro-rated salary-differential.

Justification:

Volunteering and/or being elected to a position of service with released/reassigned time in the AFT, Academic Senate or other college position should not carry with it the disincentive of reduced pay. This MOU extends the provisions for receiving full differentials to those who have been released/reassigned to carry out such assignments.

2014-02 Article 16 — Seniority Rights for Adjunct Faculty Teaching Art History

The Los Angeles Community College District (the "District") and the American Federation of Teachers College Guild Local 1521 (the "AFT") agree that the recent inclusion of the Art History as a new subject matter recognized by the California Community Colleges Chancellor's Office (CCCCO) will not adversely affect adjunct faculty.

Prior to the recent inclusion of the Art History as a new subject matter recognized by the CCCCO, adjunct faculty who taught courses in Art History met the minimum qualifications established by the Art subject matter. The District and the AFT agree that adjunct faculty who met the ART subject matter minimum qualifications and had prior teaching experience within the LACCD in teaching Art History can continue to teach Art History. Beginning Summer 2014, adjunct faculty hired to teach Art History must meet the minimum qualifications established by the Art History subject matter.

Further, the District and the AFT agree that the provisions of Article 16, Adjunct Assignments, Retention and Seniority, will continue to apply to faculty members who have established seniority in an Art History seniority discipline list (Appendix E) where faculty will retain all rights specific to the Art History seniority list. Beginning Fall 2014, only faculty who meet the minimum qualifications established by the Art History subject matter can be added to an Art History seniority list.

Justification: In January 2012, California Community Colleges Chancellor's Office released a report entitled "Minimum Qualification for Faculty and Administrators in California Community Colleges." The report now has the inclusion of Art History as a new subject matter recognized by the California Community Colleges Chancellor's Office.

2014-03 Article 13 — Regular and Contract Faculty Teaching Art History

The Los Angeles Community College District (the "District") and the American Federation of Teachers College Guild Local 1521 (the "AFT") agree that the recent inclusion of the Art History as a new subject matter recognized by the California Community Colleges Chancellor's Office (CCCCO) will not adversely affect regular and contract faculty.

Prior to the recent inclusion of the Art History as a new subject matter recognized by the CCCCO, regular and contract faculty who taught courses in Art History met the minimum qualifications established by the Art subject matter. The District and the AFT agree that regular and contract faculty who met the ART subject matter minimum qualifications and had prior teaching experience within the LACCD in teaching Art History as part of their contractual load obligation can continue to teach Art History. Beginning Spring 2014, regular and contract faculty hired to teach Art History must meet the minimum qualifications established by the Art History subject matter.

Justification: In January 2012, California Community Colleges Chancellor's Office released a report entitled "Minimum Qualification for Faculty and Administrators in California Community Colleges." The report now has the inclusion of Art History as a new subject matter recognized by the California Community Colleges Chancellor's Office.

2014-04 SB 1456 — Development and Implementation of LACCD College SB 1456 Plans

The Los Angeles Community College District and the American Federation of Teachers College Guild Local 1521 agree to the following:

1. Input from faculty, staff, administrators and students shall be included in the development of each college Student Success and Support Program (SB 1456) plan as per Title 5, section 55510 (b) and the California Community College Chancellor's Office.

2. Counseling departments, in consultation with the administration and the shared governance process, shall assume primary responsibility for coordinating counseling and advising services, including development of Student Education Plans (SEP), as defined in Title 5 section 55524, as either "abbreviated or comprehensive." This may include utilization of discipline advising sheets or plans, as well as other electronic tools, such as computerized degree audit reports and computer- generated plans.

3. In order to foster student success, meet demand for services, and comply with SB 1456 mandates, counseling departments will incorporate best practices in counseling using innovative approaches and strategies, including, but not limited to increased use of technology, online services, group counseling, collaboration with classroom faculty, and "embedded/intrusive" counseling methods.

4. Whenever non-counseling faculty and/or paraprofessional staff are included in the counseling and advising component of the SSSP plan, their roles and responsibilities shall be delineated per the guidelines established in the ASCCC document, "The Role of Counseling Faculty and Delivery of Counseling Services in the California Community Colleges," adopted Spring 2012 (pages 8 - 11.)

5. Each college shall conduct an annual review of its SSSP Plan. Upon review of the SSSP plan, if the college is unable to meet the mandates of SB 1456, management and the AFT shall agree to make appropriate adjustments to the method and delivery of required services to ensure mandated services to students and to maximize appropriation of available SSSP funds.

6. In the event that state funding for implementation of SB 1456 is no longer provided, Ed Code 78218 shall be in effect: "In the 2012-13 fiscal year and each fiscal year thereafter, this article shall be operative only if funds are specifically appropriated for the purpose of this article."

2014-05 Article 16 — Non-Credit Encore Program, Pierce College

The Los Angeles Community College District (the "District") and the American Federation of Teachers College Guild Local 1521 (the "AFT") agree to the following:

The provisions of the Article 16 require the establishment of seniority lists whenever the college begins to offer adjunct rate assignments. This MOU permits waiver of this rule at Pierce College in the non-credit Encore (older adult) program. The Faculty Guild and the District agree to the following regarding the retention of all faculty members teaching in the *non-credit Encore Program.*

1. Written offers of assignment to Encore faculty will clearly indicate that they *will not* accrue seniority and retention rights pursuant to Article 16.

2. This agreement will be in placed as an ongoing MOU and listed in the appropriate place in Appendix L, "Selected MOUs" in the 2014-17 Agreement.

3. This local understanding does not interfere with issues pertaining to the hiring and evaluation of Encore faculty.

Justification: This waiver for adjunct rate assignments within the Encore program at Pierce College is because a former local rule to this effect was inadvertently rendered obsolete when language permitting local agreements on Article 16 G of the 2008-11 Agreement was removed in the 2014-17 Agreement . The Encore program offers up to about 25 separate and unique discipline courses. It would be an administrative nightmare to maintain so many lists when generally only one instructor with special expertise teaches each course and the courses are offered at irregular intervals.

2014-06 Article 25 — Adjunct Faculty Accrual of Illness Days for Teaching DL or TBA Courses

The Los Angeles Community College District (the "District") and the American Federation of Teachers College Guild Local 1521 (the "AFT") agree to the following:

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.
In addition, the parties agree that a faculty 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.

Rationale: The language in Article 25.E.2.b credits temporary adjunct faculty with illness days based on the number of days per week assigned as per the intent of Ed Code Section 87781. For instance, if a temporary adjunct faculty member works two days per week in both fall and spring semesters (such as a one TTH class) they shall have been credited with 4 illness days. If they worked MTWTH in fall and MW and S in spring, the illness credit would be 7 days for that academic year period.

However, current Ed. Code and CBA language are silent on the crediting of illness days for adjunct faculty who teach Distance Learning (DL) or TBA courses are defined as courses which do not have a regularly scheduled time to meet. In an effort to address this gap, the parties agree that adjunct faculty who teach DL or TBA courses will be credited with one day of illness for each class taught in a semester. For example, a faculty who teaches three classes in a semester will be credited with three illness days for that semester.

2014-07 Article 36 — SB114, Calculation of CALSTRS Service Credit for Adjunct Faculty

The Los Angeles Community College District (the "District") and the American Federation of Teachers College Guild Local 1521 (the "AFT") agree to the following:

Article 36.A.2: The STRS Defined Benefit Plan, if the employee is eligible, with the employee and the District each contributing a percent of the faculty member's creditable earnings as prescribed by law (currently 8.0 % for the employee and 8.25% for the District), and with the District using 600 Standard Teaching Hours per year (fifteen hours per week times forty weeks per year) as the basis for determining a classroom faculty member's full year of service credit.

Ed. Code Section 22138.5 requires that each collective bargaining agreement or employment agreement that applies to a member of CalSTRS specify the number of creditable service hours that equal "full time." "Full time" is defined by the number hours of creditable service performed by a class of employees in a school year in order to earn compensation earnable (as defined by California Ed. Code 22115). In complying with SB 114 (see 2012, Ed. Code Section 22138.5), the parties agree to update the collective bargaining agreement to adjust the annual base standard teaching hours reported to CalSTRS for part-time temporary faculty, per year.

The parties will agree to use 600 standard teaching hours as a basis for determining a classroom faculty member's full year of service credit when teaching in a 15 hour (per semester) contractual load. For all other contractual loads, the parties will proportionately adjust the annual standard working hours as indicated in Table A [in Article 36.A.2]. However, the number of hours reported annually for service credit will not fall below 525 standard teaching hours.

The language in this MOU only applies to part-time temporary faculty who are members of CalSTRS.

Justification: The parties agree to comply with the provisions of SB 114 (2012).

2016-01 Article 17 — Department Chair's and Dean's Duties in Relation to Classified Support Staff

The following Memorandum of Understanding (MOU) between the American Federation of Teachers College Staff Guild, Local 1521A; the American Federation of Teachers College Faculty Guild, Local 1521; the LACCD Administrators Association/Teamsters Local 911; and the Los Angeles Community College District serves to clarify the rights and functional oversight of Faculty Department Chairs to Classified Support Staff in the Chairs' departments.

1. The supervising dean and the department chair will meet to review the classified position description to ensure that the classified support staff in the chair's department work within the duties and responsibilities of the classified staff's classification. The department chair will monitor and provide the day-to-day work direction of the classified staff.

2. After the dean and chair have met, the department chair will meet with the classified support staff to review those duties and job responsibilities.

The department chair's duties include the following:

3. The department chair will provide work direction and oversee the assigned duties of the classified support staff.

4. The department chair will notify the dean when appropriate training is necessary or requested by the classified support staff.

5. The department chair will forward to the dean for approval all classified support staff requests for work schedule change.

6. The department chair will forward to the dean for approval all classified support staff requests for leaves, including illness/injury; vacation; conferences; work related events and other valid and necessary absences.

7. The department chair will forward to the dean all ergonomic requests by the classified support staff.

8. The department chair will refer to the dean for approval of all classified support staff overtime requests.

9. The department chair will initial and forward to the dean all classified support staff time sheets for the dean to sign.

The dean's responsibilities include the following:

10. The dean will share with the department chair all release time schedules for the classified support staff.

11. The dean will prepare the classified support staff performance evaluation, and, for that evaluation, the department chair will provide in writing to the dean any appropriate observations, input, feedback, and recommendations.

12. The dean will receive and process any and all classified support staff contractual grievances.

2020-06 Side Letter – Regarding Implementation of Various Successor Agreement Related Concerns

The Los Angeles Community College District (the "District") and the American Federation of Teachers, the Los Angeles College Faculty Guild, AFT 1521, CFT/AFT, AFL-CIO (the "union") agree to the following stipulations concerning the collective bargaining successor agreement, as it may become effective starting in various stages of the 2020-2021 academic year, or thereafter:

Class Size (Article 12. A. 3.)

- The Union and District agree to initiate class size changes effective the Spring 2021 term.

Student Enrollment (Enrolled below Cap) After First Day of Instruction (Article 12. B. 2)

Per our new CBA language, the District will program our enrollment system to accommodate the following parameters:

- For courses not at their enrollment cap on the first day of instruction, students will be allowed to self-enroll up to but no later than the start of the second-class session.
- If the enrollment system cannot be modified to allow this flexibility, then the Guild and District agree to the following position as discussed during negotiations: For courses not at their enrollment cap on the first day of the term, students will be allowed to self-enroll through the second day of the term.

Implementation of this capability will be no later than July 1, 2021. 12-Month Pay Option. (Article 29. C.)

- The Union and District have agreed that the District will have to migrate information and engage in computer programming to facilitate this new pay structure.
- The programming will involve collaboration between various departments in the District, and so as to not unduly impact wages and other reportable earnings, implementation shall be effective July 1, 2021.

Non-Classroom Faculty (0.2) Professional Time. (Article 13. A. 1. Paragraph 2)

- The Union and District have agreed to a contract interpretation of the non-classroom faculty professional time release and will enter the contract interpretation contained in Appendix A as 2020-01 to Appendix L of the 2020-2023 AFT Collective Bargaining agreement.

Load Reductions (Article 13. Table A & B)

- The District and the Union agree that faculty load changes are effective July 1, 2020 and shall be reported to CalSTRS as such.
- Fall 2020 assignments shall be adjusted to reflect the new loads and any overload will be paid at the faculty member's hourly rate. If the implementation of this article results in an adjunct faculty member exceeding the 0.67 load limit, the Administration and the Faculty Guild will agree to assign a temporary waiver per Article 16. H. 8. for the fall term to exempt them from the 0.67 percent limit.
- Spring 2021 assignments shall be scheduled to reflect the new loads. If assignments in Spring 2021 are insufficient in meeting instructional demand, faculty will be offered adjunct assignments to fill the deficiencies pursuant to Article 16.

Faculty Evaluation Training. (Article 19. A. 4 & Article 42. A. 2)

- The Union and the District agree to the development of an on-line training that will address the mandatory requirements of Article 19 A. 4 for Department Chairs, Deans, and Sr. Management via Canvas. The training shall be available no later than June 2021.
- The Union and the District will identify the appropriate content experts who will collaborate on the

development and execution of relevant training material.

Department Chair Workshop (Contract Update Training) Article 17. D. 1. h.)

- The Union and the District agree to the use of Zoom in order to facilitate the Successor Agreement updates. This training will be recorded, and questions may be directed to a designated email.
- The Union and the District will identify the appropriate content experts who will collaborate on the development and execution of relevant training material.

Faculty Evaluation Materials. (Appendix C.)

- Faculty evaluation forms will be effective Spring 2021, and made accessible via fillable PDF's, and ADA compatible.

Implicit Bias and Culturally Responsive Teaching Practices (Article 23. K.)

- The District and the Faculty Guild will develop and coordinate options for training. Training shall be available starting July 1, 2021.

2020-02 Article 13 Contract Interpretation – Non-Classroom Professional Time

A. Where practicable, all items identified below as part of the regular 0.8 portion of the assignment shall be scheduled in advance, and blocked in the scheduling system (e.g., Cranium Café)

The following are considered part of the 0.8 "Regular" portion of the assignment and not considered part of the 0.2 "Professional Time" as identified in Article 13 A. 1.

- Appendix Q #5- The one required meeting.
- Required Department Meeting once per month.
- Participation in meetings or activities directed or mandated by administration.
- Approved Conference/Travel; per Article 23.

B. Where practicable, items identified below are considered part of the 0.2 "Professional Time" as identified in Article 13 A. 1. This time shall not be blocked in the scheduling system (e.g., Cranium Café).

- Self-directed work including but not limited to; following up on emails, extra time with a student that was not anticipated apart from a regular student contact, etc.
- Any additional voluntary meetings or activities that are not student contact, shall be annotated as soon as possible in the scheduling system (e.g., Cranium Café).

C. If mandated meetings or activities are required of the non-classroom faculty member, they must have the ability to adjust their 0.8 "Regular" scheduled time to compensate for the new mandated time. This will not to be taken out of their 0.2 professional time.

D. Non-classroom professional time is calculated proportionally based on the faculty member's primary assignment (e.g., counseling, librarian).

- Example(s): Release or reassigned 0.6 to accreditation officer and remain 0.4 counseling or 0.4 Librarian. Faculty with a (35-hour load) will be granted 0.2 "Professional Time" of the 0.4 proportional counseling assignment or 2.8 hours per week (2 hours 48 min). Faculty with a (30-hour load) will be granted 0.2 "Professional Time" of the 0.4 proportional librarian assignment or 2.4 hours per week (2 hours 24 min).
- Under Article 13 A. 1, adjunct assignments are not eligible for "Professional Time".

APPENDIX M

CALENDARS
2021-22, 2022-23, 2023-24

The following pages contain the academic year calendars for 2021-22, 2022-23, 2023-24.
In each year four calendars are listed:

Academic Year (15 week pattern)

In use at all campuses for classroom faculty and those non-classroom faculty who are following the compressed 15 week pattern.

Academic Year (C basis non-classroom)

For all campuses with C basis non-classroom faculty who are not following the compressed 15 week pattern.

Academic Year (D basis non-classroom)

For all campuses with D basis and partial D basis faculty

Calendars may be accessed via the web in pdf format at the District www.laccd.edu and AFT www.aft1521.org websites.

ACADEMIC YEAR 2021-2022 (15 week pattern - compressed)

November 5, 2020

PayPer	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Holid[v]	Vac[v]	Instr	Prof. Dev[y]
JUN 21																						JUN 27	28	29	30$	JUL 1	2	3	0	0	0	0
JUL 21	JUL 4	(5)	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30$	31	0	0	0	0
AUG 21	AUG 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	⬡ 25	⬡ 26°	⬡ 27°	[28]	0	0	0	3
																													0	0	0	
AUG 21	AUG [29]	30	31$^	⇧ SEP 1	2	3	4	5	(6)	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	1	0	19	0
SEP 21	SEP 26	27	28	29	30$	OCT 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	0	0	20	0
OCT 21	OCT 24	25	26	27	28	29$	30	31	NOV 1	2	3	4	5	6	7	8	9	10	(11)	12	13	14	15	16	17	18	19	20	1	0	19	0
NOV 21	NOV 21	22	23	24	(25)	(26)	[27]	[28]	29	30$	DEC 1	2	3	4	5	6	7	8	9	10	11	12	△ 13	△ 14	△ 15	△ 16	△ 17	△ 18	2	0	18	0
DEC 21	DEC △ 19	[20]	[21]	[22]	[23]	(24)	[25]	[26]	(27)	[28]	29$	(30)	(31)	JAN [1]	[2]	(3)	4	5	6	7	8	9	10	11	12	13	14	15	0	0	0	0
																	Fri 15, Sat 15, Sun 14, Mon 15									FALL TOTALS				4	0	76	3
JAN 22	JAN 16	(17)	18	19	20	21	22	23	24	25	26	27	28	29	30	31⇧	⇧1	FEB 2	3	4	5	6	[7	8	9	10	11	12	0	0	5	0
FEB 22	FEB 13	14	15	16	17	(18)	[19]	[20]	(21)	22	23	24	25	26	27	28$	1	MAR 2	3	4	5	6	7	8	9	10	11	12	2	0	18	0
MAR 22	MAR 13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30$	(31)	APR 1*	[2]	3	[4]	[5]	[6]	[7]	[8**]	9	1.5	5.5	13	0
APR 22	APR 10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29$	30	MAY 1	2	3	4	5	6	7	0	0	20	0
MAY 22	MAY 8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	(30)	31$	JUN 1	△ 2	△ 3	△ 4	1	0	19	0
JUN 22	JUN △ 5	△ 6	⬡ 7	⬡ 8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30⇧	JUL 1	2	0	0	1	2
																	Fri 14, Sat 15, Sun 15, Mon 15									SPRING TOTALS				4.5	5.5	76.0	2.0
																															YEAR TOTALS				8.5	5.5	152.0	5.0
																															YEAR TOTALS INST+ST DEV						152+5	157

[Easter 4/17/22]

Total weekday calendar days 171

KEY: ⬡ Professional Development ◯ Holidays (Colleges are closed on holidays) ▭ Vacation/Non-Instructional Days △ Final Exams

Professional Development mandatory on-campus ⬡ 26° or ⬡ 27° [ ] (marks start and end of classes) Denotes Winter Intersession

$Payday ⇧ Start/end compressed payroll

^ Note that August 31, 2021 payday is for summer, not fall.

° Note that ***either*** Thursday, 8/26/21 or Friday 8/27/21 may be designated mandatory.

[y] See Article 10 Section D for rules and obligations regarding professional development days.

** Friday April 1, 2022 is the offset for the Monday June 6, 2022 exam an is a non-instructional day, but college offices open.*

*** Note that a half day on Friday April 8, 2022 is during a faculty vacation period and is a Board declared holiday.*

[v] Includes only holiday/vacation days within 8/30/21 - 12/17/21 and 2/7/22 - 6/6/22

ACADEMIC YEAR 2021-2022 (C-Basis Non-classroom - Uncompressed)

November 5, 2020

PayPer	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Holid[v]	Vac[v]	Instr
JUN 21																						JUN 27	28	29	30$	JUL 1	2	3	0	0	0
JUL 21	JUL 4	(5)	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30$	31	0	0	0
AUG 21	AUG 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	0	0	0
																													0	0	0
AUG 21	AUG 29	{30	31$^	⇧ SEP 1	2	3	4	5	(6)	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	1	0	19
SEP 21	SEP 26	27	28	29	30$	OCT 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	0	0	20
OCT 21	OCT 24	25	26	27	28	29$	30	31	NOV 1	2	3	4	5	6	7	8	9	10	(11)	12	13	14	15	16	17	18	19	20	1	0	19
NOV 21	NOV 21	22	23	24	(25)	(26)	[27]	[28]	29	30$	DEC 1	2	3	4	5	6	7	8	9	10	11	12	△13	△14	△15	△16	△17	△18	2	0	18
DEC 21	DEC △19	20	[21]	[22]	[23]	(24)	[25]	[26]	(27)	[28]	29$	(30)	(31)	JAN 1	[2]	(3)	4	5	6	7	8	9	10	11	12	13	14	15}	5	5	10
																									FALL TOTALS				9	5	86
JAN 22	JAN {16	(17)	18	19	20	21	22	23	24	25	26	27	28	29	30	31$⇧	FEB ⇧1	2	3	4	5	6	{7	8	9	10	11	12	1	0	19
FEB 22	FEB 13	14	15	16	17	(18)	[19]	[20]	(21)	22	23	24	25	26	27	28$	MAR 1	2	3	4	5	6	7	8	9	10	11	12	2	0	18
MAR 22	MAR 13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30$	(31)	APR 1*	[2]	[3	4	5	6	7	8**	9	1.5	5.5	13
APR 22	APR 10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29$	30	MAY 1	2	3	4	5	6	7	0	0	20
MAY 22	MAY 8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	(30)	31$	JUN 1	2	3	4}	1	0	19
JUN 22	JUN △5	△6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30⇧	JUL 1	2	0	0	0
																										SPRING TOTALS			5.5	5.5	89
[Easter 4/17/22]																										YEAR TOTALS			14.5	10.5	175
																										Holidays, Vacation, and Duty Days total					200

KEY: △ Final Exams ○ Holidays **(Colleges are closed on holidays)** □ Vacation/Non-Instructional Days

$Payday ⇧ Start/end Uncompressed payroll [ ] (marks start and end of classes) {} (marks start and end of duty)

^ Note that August 31, 2021 payday is for summer, not fall.

** Friday April 1, 2022 is the offset for the Monday June 6, 2022 exam an is a non-instructional day, but college offices open.*

*** Note that a half day on Friday April 8, 2022 is during a faculty vacation period and is a Board declared holiday.*

[v] Includes only holiday/vacation days within 8/30/21 - 1/15/22 and 1/16/22 - 6/4/22

ACADEMIC YEAR 2021-2022 (D-Basis)

November 5, 2020

PayPer	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Holid[v]	Vac[v]	Duty Days[v]
JUN 21																						JUN 27	28	29	30$	JUL 1	2	3	0	1	1
JUL 21	JUL 4	(5)	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30$	31	1	0	19
AUG 21	AUG 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	0	0	20
																										SUBTOTAL			1	1	40
AUG 21	AUG 29	[30	31$^	SEP 1	2	3	4	5	(6)	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	1	0	19
SEP 21	SEP 26	27	28	29	30$	OCT 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	0	0	20
OCT 21	OCT 24	25	26	27	28	29$	30	31	NOV 1	2	3	4	5	6	7	8	9	10	(11)	12	13	14	15	16	17	18	19	20	1	0	19
NOV 21	NOV 21	22	23	24	(25)	(26)	[27]	[28]	29	30$	DEC 1	2	3	4	5	6	7	8	9	10	11	12	△13	△14	△15	△16	△17	△18	2	0	18
DEC 21	DEC △19	20	[21]	[22]	[23]	(24)	[25]	[26]	(27)	[28]	29$	(30)	(31)	JAN 1	[2]	(3)	4	5	6	7	8	9	10	11	12	13	14	15	5	5	10
																										SUBTOTAL			9	5	86
JAN 22	JAN 16	(17)	18	19	20	21	22	23	24	25	26	27	28	29	30	31$	FEB 1	2	3	4	5	6	[7	8	9	10	11	12	1	0	19
FEB 22	FEB 13	14	15	16	17	(18)	[19]	[20]	(21)	22	23	24	25	26	27	28$	MAR 1	2	3	4	5	6	7	8	9	10	11	12	2	0	18
MAR 22	MAR 13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30$	(31)	APR 1*	[2]	[3]	4	[5]	[6]	[7]	8**	9	1.5	5.5	13
APR 22	APR 10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29$	30	MAY 1	2	3	4	5	6	7	0	0	20
MAY 22	MAY 8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	(30)	△31$	JUN 1	△2	△3	△4	1	0	19
																										SUBTOTAL			5.5	5.5	89
JUN 22	JUN △5	△6]	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	JUL 1	2	0	0	19
																										SUBTOTAL			0.0	0.0	19
																										YEAR TOTALS			15.5	11.5	234

[Easter 4/17/22]

[v] one additional available day is taken as floating vacation — 1 — -1

[vv] 21 of the available days must be unpaid non-duty days — -21

ADJUSTED YEAR TOTALS — 15.5 — 12.5 — 212.0

Holidays, Vacation, & Duty Days Year Totals [vv] = 261

Adjusted Holidays, Vacation, & Duty Days Year Totals[vv] = 240.0

KEY: △ Final Exams ◯ Holidays **(Colleges are closed on holidays)** ▭ Vacation/Non-Instructional Days

$Payday ⇧ Start/end Uncompressed payroll [ ] (marks start and end of classes) { } (marks start and end of duty)

^ Note that June 30, 2021 payday is for pervious fiscal year.

** Friday April 1, 2022 is the offset for the Monday June 6, 2022 exam an is a non-instructional day, but college offices open.*

*** Note that a half day on Friday April 8, 2022 is during a faculty vacation period and is a Board declared holiday.*

[v] Includes only holiday/vacation days and duty days within 7/1/21 - 6/30/22.

[vv] The number of non-duty days (20, 21, or 22) is determined by first calculating the total number of calendar weekdays and then subtracting the number 240.

ACADEMIC YEAR 2022-2023 (15 week pattern - compressed)

November 5, 2020

PayPer	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Holid[v]	Vac[v]	Instr	Prof. Dev [v]
JUN 22																						JUN 26	27	28	29	30$	JUL 1	2	0	0	0	0
JUL 22	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29$	30	0	0	0	0
AUG 22	31	AUG 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25°	26°	27	0	0	0	3
SEP 22	AUG 28	29	30	31$	SEP 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	1	0	19	0
OCT 22	SEP 25	26	27	28	29	30$	OCT 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	0	0	20	0
NOV 22	OCT 23	24	25	26	27	28	29	30	31$	NOV 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	1	0	19	0
DEC 22	NOV 20	21	22	23	24	25	26	27	28	29	30$	DEC 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	2	0	18	0
DEC 22	DEC 18	19	20	21	22	23	24	25	26	27	28$	29	30	31	JAN 1	2	3	4	5	6	7	8	9	10	11	12	13	14	0	0	0	0
																	Fri 14, Sat 15, Sun 15, Mon 14										FALL TOTALS		4	0	76	3
JAN 23	JAN 15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31⇧	FEB ⇧1	2	3	4	5	6	7	8	9	10	11	0	0	5	0
FEB 23	FEB 12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28$	MAR 1	2	3	4	5	6	7	8	9	10	11	2	0	18	0
MAR 23	MAR 12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30$⇧	31	APR 1	2	3	4	5	6	7**	8	1.5	5.5	13	0
APR 23	APR 9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28$	29	30	MAY 1	2	3	4	5	6	0	0	20	0
MAY 23	MAY 7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31$	JUN 1	2	3	1	0	19	0
JUN 23	JUN 4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	26	28	29	30$⇧	JUL 1	0	0	1	2
																	Fri 14, Sat 15, Sun 14, Mon 15										SPRING TOTALS		4.5	5.5	76	2
																													YEAR TOTALS		8.5	5.5	152	5
[Easter 4/09/23]																													YEAR TOTALS INST+ST DEV				152+5	157
																													Total weekday calendar days					171

KEY: ⬡ Professional Development ○ Holidays (Colleges are closed on holidays) ▭ Vacation/Non-Instructional Days △ Final Exams

Professional Development mandatory on-campus ⬡25° or ⬡26° [ ] (marks start and end of classes) ▭ Denotes Winter Intersession

$Payday ⇧ Start/end compressed payroll

$ Note that August 31, 2022 payday is for summer, not fall.

° Note that *either* Thursday, 8/25/22 or Friday 8/26/22 may be designated mandatory.

[v] See Article 10 Section D for rules and obligations regarding professional development days.

** Thursday March 30, 2023 is the offset for the Monday June 5, 2023 exam an is a non-instructional day, but college offices open.*

*** Note that a half day on Friday April 7, 2023 is during a faculty vacation period and is a Board declared holiday.*

[v] Includes only holiday/vacation days within 8/29/22 - 12/18/22 and 2/6/23 - 6/5/23

ACADEMIC YEAR 2022-2023 (C-Basis Non-classroom - Uncompressed)

November 5, 2020

PayPer	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Holid[v]	Vac[v]	Instr
JUN 22																						JUN 26	27	28	29	30$	JUL 1	2	0	0	0
JUL 22	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29$	30	0	0	0
AUG 22	31	AUG 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	0	0	0
SEP 22	AUG 28	29	30	31$	SEP 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	1	0	19
OCT 22	SEP 25	26	27	28	29	30$	OCT 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	0	0	20
NOV 22	OCT 23	24	25	26	27	28	29	30	31$	NOV 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	1	0	19
DEC 22	NOV 20	21	22	23	24	25	26	27	28	29	30$	DEC 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	2	0	18
DEC 22	DEC 18	19	20	21	22	23	24	25	26	27	28$	29	30	31	JAN 1	2	3	4	5	6	7	8	9	10	11	12	13	14	5	5	10
																										FALL TOTALS			9	5	86
JAN 23	JAN 15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31$	FEB 1	2	3	4	5	6	7	8	9	10	11	1	0	19
FEB 23	FEB 12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28$	MAR 1	2	3	4	5	6	7	8	9	10	11	2	0	18
MAR 23	MAR 12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30$*	31	APR 1	2	3	4	5	6	7**	8	1.5	5.5	13
APR 23	APR 9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28$	29	30	MAY 1	2	3	4	5	6	0	0	20
MAY 23	MAY 7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31$	JUN 1	2	3	1	0	19
JUN 23	JUN 4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	26	28	29	30$	JUL 1	0	0	0
																										SPRING TOTALS			5.5	5.5	89
																										YEAR TOTALS			14.5	10.5	175
																										Holidays, Vacation, and Duty Days total					200

[Easter 4/09/23]

KEY: △ Final Exams ○ Holidays **(Colleges are closed on holidays)** □ Vacation/Non-Instructional Days

$Payday ⇧ Start/end Uncompressed payroll [ ] (marks start and end of classes) { } (marks start and end of duty)

$ Note that August 31, 2022 payday is for summer, not fall.

** Thursday March 30, 2023 is the offset for the Monday June 5, 2023 exam an is a non-instructional day, but college offices open.*

*** Note that a half day on Friday April 7, 2023 is during a faculty vacation period and is a Board declared holiday.*

[v] Includes only holiday/vacation days within 8/29/22 - 1/14/23 and 1/15/23 - 6/3/23

ACADEMIC YEAR 2022-2023 (D-Basis)

November 5, 2020

PayPer	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Holid[v]	Vac[v]	Duty Days[v]
JUN 22																						JUN 26	27	28	29	30$ ⇧	JUL 1	2	0	1	0
JUL 22	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29$	30	1	0	19
AUG 22	31	AUG 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	0	0	20
																										SUBTOTAL			1	1	39
SEP 22	AUG 28	29	30	31$	SEP 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	1	0	19
OCT 22	SEP 25	26	27	28	29	30$	OCT 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	0	0	20
NOV 22	OCT 23	24	25	26	27	28	29	30	31$	NOV 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	1	0	19
DEC 22	NOV 20	21	22	23	24	25	26	27	28	29	30$	DEC 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	2	0	18
DEC 22	DEC 18	19	20	21	22	23	24	25	26	27	28$	29	30	31	JAN 1	2	3	4	5	6	7	8	9	10	11	12	13	14	5	5	10
																										SUBTOTAL			9	5	86
JAN 23	JAN 15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	FEB 31$	1	2	3	4	5	6	7	8	9	10	11	1	0	19
FEB 23	FEB 12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28$	MAR 1	2	3	4	5	6	7	8	9	10	11	2	0	18
MAR 23	MAR 12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30$*	31	APR 1	2	3	4	5	6	7**	8	1.5	5.5	13
APR 23	APR 9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28$	29	30	MAY 1	2	3	4	5	6	0	0	20
MAY 23	MAY 7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31$	JUN 1	2	3	1	0	19
																										SUBTOTAL			5.5	5.5	89.0
JUN 23	JUN 4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	26	28	29	30$ ⇧	JUL 1	0	0	20
																										SUBTOTAL			0.0	0.0	20

[Easter 4/09/23]

YEAR TOTALS	15.5	11.5	234
[v] one additional available day is taken as floating vacation		1	-1
[vv] 21 of the available days must be unpaid non-duty days			-21
ADJUSTED YEAR TOTALS	**15.5**	**12.5**	**212.0**

Holidays, Vacation, & Duty Days Year Totals [vv] =	261
Adjusted Holidays, Vacation, & Duty Days Year Totals[vv] =	**240**

KEY: △ Final Exams ○ Holidays **(Colleges are closed on holidays)** □ Vacation/Non-Instructional Days

$ Payday ⇧ Start/end payroll [ ] (marks start and end of classes) { } (marks start and end of duty)

$ Note that June 30, 2022 payday is for previous fiscal year.

** Thursday March 30, 2023 is the offset for the Monday June 5, 2023 exam an is a non-instructional day, but college offices open.*

*** Note that a half day on Friday April 7, 2023 is during a faculty vacation period and is a Board declared holiday.*

[v] Includes only holiday/vacation and duty days within 7/1/22 - 6/30/23

[vv] The number of non-duty days (20, 21, or 22) is determined by first calculating the total number of calendar weekdays and then subtracting the number 240.

ACADEMIC YEAR 2023-2024 (15 week pattern - compressed)

November 5, 2020

PayPer	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Holid[v]	Vac[v]	Instr	StaffDev
																						JUN						JUL				
JUN 23																						25	26	27	28	29	30$	1	0	0	0	0
JUL 23	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	0	0	0	0
			AUG																													
AUG 23	30	31$	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24°	25°	26	0	0	0	3
																													0	0	0	
	AUG					SEP																										
SEP 23	27	28	29	30	31$	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	1	0	19	0
	SEP							OCT																								
OCT 23	24	25	26	27	28	29$	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	0	0	20	0
	OCT										NOV																					
NOV 23	22	23	24	25	26	27	28	29	30	31$	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	1	0	19	0
	NOV												DEC																			
DEC 23	19	20	21	22	23	24	25	26	27	28	29	30$	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	2	0	18	0
	DEC															JAN																
	17	18	19	20	21	22	23	24	25	26	27$	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	0	0	0	0
																Fri 14, Sat 15, Sun 15, Mon 15											FALL TOTALS		4	0	76	3
	JAN																		FEB													
JAN 24	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	0	0	5	0
	FEB																			MAR												
FEB 24	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29$	1	2	3	4	5	6	7	8	9	2	0	18	0
	MAR																						APR									
MAR 24	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28*	29	30	31	1	2	3	4	5**	6	1.5	5.5	13	0
	APR																							MAY								
APR 24	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	30$	1	1	2	3	4	0	0	20	0
	MAY																										JUN					
MAY 24	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31$	1	1	0	19	0
	JUN																															
JUN 24	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28$	29	0	0	1	2
	JUN	JUL																														
JUN 24	30	1	2	3	4	5	6																						0	0	0	0
																Fri 14, Sat 15, Sun 15, Mon 15											SPRING TOTALS		4.5	5.5	76	2
																													YEAR TOTALS		8.5	5.5	152	5
																													YEAR TOTALS INST+ST DEV				152+5	157
																													Total weekday calendar days					171

[Easter 3/31/24]

KEY: ⬡ Professional Development ◯ Holidays ▭ Vacation/Non-Instructional Days △ Final Exams

Staff Development mandatory on-campus ⬡ 24° or ⬡ 25° (Colleges are closed on holidays) ▭ Denotes Winter Intersession

$Payday [ ] (marks start and end of classes) ⇧ Start/end compressed payroll

$ Note that August 31, 2023 payday is for summer, not fall.

°Note that *either* Thursday, 8/24/23 or Friday 8/25/23 may be designated mandatory.

** Thursday March 28, 2024 is the offset for the Monday June 3, 2024 exam an is a non-instructional day, but college offices open.*

*** Note that a half day on Friday April 5, 2024 is during a faculty vacation period and is a Board declared holiday.*

[v] Includes only holiday/vacation days within 8/28/23 - 12/17/23 and 2/5/24 - 6/3/24

ACADEMIC YEAR 2023-2024 (C-Basis Non-classroom - Uncompressed)

November 5, 2020

PayPer	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Holid[v]	Vac[v]	Instr
																						JUN						JUL			
JUN 23																						25	26	27	28	29	**30**[$]	1	0	0	0
JUL 23	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	0	0	0
			AUG																												
AUG 23	30	**31**[$]	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	0	0	0
																													0	0	0
	AUG					SEP																									
SEP 23	27	28	29	30	**31**[$]	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	1	0	19
	SEP							OCT																							
OCT 23	24	25	26	27	28	**29**[$]	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	0	0	20
	OCT										NOV																				
NOV 23	22	23	24	25	26	27	28	29	30	**31**[$]	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	1	0	19
	NOV												DEC																		
DEC 23	19	20	21	22	23	24	25	26	27	28	29	**30**[$]	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	2	0	18
	DEC															JAN															
	17	18	19	20	21	22	23	24	25	26	**27**[$]	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	5	5	10
																											FALL TOTALS		9	5	86
	JAN																		FEB												
JAN 24	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	**31**[$]	1	2	3	4	5	6	7	8	9	10	1	0	19
	FEB																			MAR											
FEB 24	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	**29**[$]	1	2	3	4	5	6	7	8	9	2	0	18
	MAR																						APR								
MAR 24	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28*	29	30	31	1	2	3	4	5**	6	1.5	5.5	13
	APR																							MAY							
APR 24	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	**30**[$]	1	1	2	3	4	0	0	20
	MAY																										JUN				
MAY 24	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	**31**[$]	1	1	0	19
	JUN																														
JUN 24	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	**28**[$]	29	0	0	0
	JUN	JUL																													
JUN 24	30	1	2	3	4	5	6																						0	0	0
																											SPRING TOTALS		5.5	5.5	89
																											YEAR TOTALS		14.5	10.5	175
																											Holidays, Vacation, and Duty Days total				200

[Easter 3/31/24]

KEY: △ Final Exams ○ Holidays **(Colleges are closed on holidays)** □ Vacation/Non-Instructional Days

[$] Payday ( ) (marks start and end of classes) ⇧ Start/end compressed payroll { } (marks start and end of duty)

[$] Note that August 31, 2023 payday is for summer, not fall.

* Thursday March 28, 2024 is the offset for the Monday June 3, 2024 exam an is a non-instructional day, but college offices open.

*** Note that a half day on Friday April 5, 2024 is during a faculty vacation period and is a Board declared holiday.*

[v] Includes only holiday/vacation days within 8/28/23 - 1/13/24 and 1/14/24 - 6/1/24

ACADEMIC YEAR 2023-2024 (D-Basis)

November 5, 2020

PayPer	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Holid[v]	Vac[v]	Duty Days[v]
																						JUN						JUL			
JUN 23																						25	26	27	28	29	30[$]	1	0	0	0
JUL 23	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	1	1	18
			AUG																												
AUG 23	30	31[$]	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	0	0	20
																										SUBTOTAL			1	1	38
	AUG					SEP																									
SEP 23	27	28	29	30	31[$]	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	1	0	19
	SEP							OCT																							
OCT 23	24	25	26	27	28	29[$]	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	0	0	20
	OCT										NOV																				
NOV 23	22	23	24	25	26	27	28	29	30	31[$]	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	1	0	19
	NOV												DEC																		
DEC 23	19	20	21	22	23	24	25	26	27	28	29	30[$]	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	2	0	18
	DEC															JAN															
	17	18	19	20	21	22	23	24	25	26	27[$]	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	5	5	10
																										SUBTOTAL			9	5	86
	JAN																		FEB												
JAN 24	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31[$]	1	2	3	4	5	6	7	8	9	10	1	0	19
	FEB																			MAR											
FEB 24	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29[$]	1	2	3	4	5	6	7	8	9	2	0	18
	MAR																						APR								
MAR 24	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28*	29	30	31	1	2	3	4	5**	6	1.5	5.5	13
	APR																							MAY							
APR 24	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	30[$]	1	1	2	3	4	0	0	20
	MAY																										JUN				
MAY 24	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31[$]	1	1	0	19
																										SUBTOTAL			5.5	5.5	89
	JUN																														
JUN 24	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28[$]	29	0	0	20
	JUN	JUL																													
JUN 24	30	1	2	3	4	5	6																						0	0	0
																										SUBTOTAL			0.0	0.0	20
																										YEAR TOTALS			15.5	11.5	233

[Easter 3/31/24]

[v] one additional available day is taken as floating vacation — 1 | -1

[vv] 21 of the available days must be unpaid non-duty days — -20

ADJUSTED YEAR TOTALS — 15.5 | 12.5 | 212.0

KEY: △ Final Exams ○ Holidays (Colleges are closed on holidays) □ Vacation/Non-Instructional Days

[$]Payday [ ] (marks start and end of classes) ⇧ Start/end payroll {-} (marks start and end of duty)

Holidays, Vacation, & Duty Days Year Totals [vv] =	260
Adjusted Holidays, Vacation, & Duty Days Year Totals[vv] =	**240**

[$] Note that June 30, 2023 payday is for the previous fiscal year.

* Thursday March 28, 2024 is the offset for the Monday June 3, 2024 exam an is a non-instructional day, but college offices open.

*** Note that a half day on Friday April 5, 2024 is during a faculty vacation period and is a Board declared holiday.*

[v] Includes holiday/vacation and duty days within 7/1/23 - 6/30/24.

[vv] The number of non-duty days (20, 21, or 22) is determined by first calculating the total number of calendar weekdays and then subtracting the number 240.

APPENDIX N
ANNUAL LOAD FORM

Fill out the attached form if a Non-Standard Annual Load, as defined in Article 13. A.1, is desired, with the required advance approval by both the department chair and the Vice President of Academic Affairs.

ANNUAL LOAD FORM

Faculty Name _____ **Employee Number** _____
Discipline _____ **Date** _____
Comments:

Fall	Year
Course	**Units**
Total	

Winter	Year
Course	**Units**
Total	

Spring	Year
Course	**Units**
Total	

Administrative Portion
Annual Load Plan was:
☐ **APPROVED** ☐ **DENIED**

Dean/VP

Date

Comments:

Summer 1	Year
Course	**Units**
Total	

Summer 2	Year
Course	**Units**
Total	

Total Proposed Annual Load

Total Annual Load for Discipline

Department Chair/Division Chair Name and Signature _____ **Date** _____

APPENDIX O

FACULTY NON-COLLEGIALITY INCIDENT REPORT FORM

For concerns regarding non-collegiality as defined in Article 5, submit this incident report form to 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 Vice President or designee shall respond to the complainant within 15 working days of the submission of this concern to prevent the escalation of the issue reported. A final response will be sent to the complainant within 45 working days of submission. The final response shall be reported back to the complainant on Appendix P.

APPENDIX P

Administrative Resolution to Appendix O

Date of Appendix O submission: _____

1. Response to Appendix O Investigation and Findings:

2. Recommendation, if needed, and rationale:

   A. Office of Diversity, Equity, and Inclusion (ODEI)

   B. Human Resources Division (HRD)

   C. Employee and Labor Relations (ELR)

   D. Training

   E. Mediation

   F. Other

_____ _____

Print Name Signed Date

APPENDIX Q

FACULTY DUTIES/OBLIGATIONS/ACTIVITIES

In addition to teaching their classes and/or working in their faculty service areas, faculty members contribute to the vibrant life of the college and engage in activities that promote a quality education and student success. Employment in the LACCD brings with it an obligation that faculty will take on an appropriate share of professional responsibilities.

List A: These duties are currently required in the bargaining agreement:

1. Maintain a work schedule as defined by the Standard Teaching Loads and Standard Work loads (see Article 13 Table A and Table B).
2. Maintain the required number of scheduled office hours. For classroom faculty, be available for additional student consultation outside of posted office hours (see Article 13 D and Appendix C).
3. Keep current in one's discipline (see Appendix C).
4. Keep accurate records (for example: grades, attendance, class exclusions, Student Education Plans and counseling records) and submit records in a timely manner (see Article 13 D and Appendix C).
5. Full time faculty must participate on at least one college, district, or departmental committee or equivalent (see Articles 13 D and Article 32).
6. Fulfill professional development obligation: 33.5 hours annually for full-time classroom faculty, half the total annual number of weekly classroom hours for adjunct assignments taught by both full-time instructors with overload and true adjunct faculty (see Article 10).
7. Participate in the SLO Assessment Cycle (see Appendix C).
8. Provide evidence for items 1-7 above as part of the performance evaluation process. (See Article 19, 42, appendix C).

List B: This list includes (but is not limited to) the activities that are not referenced specifically in the collective bargaining agreement but represent professional responsibilities toward the goal of improving student success:

1. Attend college events, including but not limited to, commencement.
2. Participate in activities that enhance the educational mission of the college such as accreditation self studies, district or college initiatives, district discipline committees, and shared governance committees.
3. Take part in comprehensive evaluation and tenure review committees, hiring committees, and orientation of new faculty.
4. Participate in the collective work of the department in updates and revisions of course outlines, curriculum development, advisory committees, program transfer and completion information (especially for counselors) and program review.
5. Keep current in the use of educational technology where appropriate.
6. Assist in student activities such as club sponsorship.
7. Participate in the union and academic senate.

APPENDIX R

SENIORITY/PRIORITY LISTS TEMPLATES

Hourly Rate Seniority List Template 285

Full-time Winter Priority Number List Template 286

Full-time Summer Intersession Priority Number List Template 287

Hourly Rate Seniority List

College Name: _____ **Discipline:** _____

Prepared by: _____ **Date:** _____

Faculty Member															
Last Name	**First Name**	**Employee #**	*	**	***	**F08**	**S09**	**F09**	**S10**	**F10**	**S11**	**F11**	**S12**	****	**Rank**
Doe	John	123456	3	Sp 00	12	A(3)	W	B	A(3)	A(3)	A(3)	A(3)	A(3)	20	1

SYMBOLS

Maintains Seniority

A (xx) = Seniority Assignment Hrs.

B = Bumped

C = Cancelled class

W = Withdrawn - Includes Chair/Re-assign/Release Time

May Negatively Affect Seniority

N = Not offered a class

R = Refused assignment

* Earned Seniority Std Hrs.

** Sem/Year first assigned

*** Semesters prior to F08

**** Total semesters of seniority

(DL) - Faculty member is Certified to Conduct Distance Education Classes

Full-time Winter Priority Number List

College Name: _____ **Discipline:** _____

Prepared by: _____ **Date:** _____

Faculty Member							
Last Name	**First Name**	**Employee #**	**Semester/Year First Assigned**	**2009**	**2010**	**2011**	**Priority#**
Doe	John	123456	Fa 04	0	1	1/2	43
			Sp 00	1	1	1	64
				0	0	0	1

USE THESE SYMBOLS

1 = Faculty member worked a full intersession assignment.
1/2 = Faculty member worked one-half of a full intersession assignment.
1/4 = Faculty member worked one-quarter of a full intersession assignment.
0 = Faculty member did not work an intersession assignment.

(DL) - Faculty member is Certified to Conduct Distance Education Classes

Full-time Summer Intersession Priority Number List

College Name: _____ **Discipline:** _____
Prepared by: _____ **Date:** _____

Faculty Member							
Last Name	**First Name**	**Employee #**	**Semester/Year First Assigned**	**2009**	**2010**	**2011**	**Priority#**

USE THESE SYMBOLS
1 = Faculty member worked a full intersession assignment.
1/2 = Faculty member worked one-half of a full intersession assignment.
1/4 = Faculty member worked one-quarter of a full intersession assignment.
0 = Faculty member did not work an intersession assignment.

(DL) - Faculty member is Certified to Conduct Distance Education Classes

INDEX

(NOTE: Not all locations of each term are listed in the index. To find additional listings for a term, a search of a digital version of the agreement is suggested.)

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