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Agreement

between the



Los Angeles Community
College District

and the



Los Angeles College
Faculty Guild

Local 1521, CFT/AFT, AFL-CIO

July 1, 2005 through June 30, 2008

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The officially executed agreement between the District and the Los Angeles College Faculty Guild, Local 1521, CFT/AFT, AFL-CIO, is on file in the office of Employer-Employee Relations and in the office of the Guild. This copy is provided for personnel use only. All official rulings and interpretations shall be made from the officially executed copy.



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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**Collegiality in the Workplace, Non-Discrimination and Non-Reprisal**

The Board and the AFT shall strive to promote a collegial and non-hostile work place for all district employees.

Further, the Board and the AFT agree not to discriminate against any faculty member on the basis of race, color, creed, national origin, religion, sex, age, sexual orientation, political beliefs, political activities, political affiliations, marital status, or disability as defined by the Americans with Disabilities Act. The Board and the AFT agree to comply with all federal and state laws regarding non-discrimination.

Faculty concerns regarding discrimination, retaliation, and hostile work place should be brought to the attention of the appropriate Vice President or compliance officer for investigation and remediation, which could include the use of a mediator.

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

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 Agreement's execution and which is not superceded 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. 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. Additional deductions shall be remitted by the District in accordance with law or mutual agreement of the parties. Such deductions shall include Tax Sheltered Annuities (TSA), COPE, legal defense, IRC-125 accounts, and insurance. The AFT shall calculate the amount to be deducted and advise the District of that amount to be withheld in each particular case. Such deductions shall be effectuated as soon as it is administratively feasible.
- B.** 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, 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.

- C.** 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.
- D.** 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.
- E.** Upon written request of AFT, the Board shall furnish to the AFT all available information that is available to the public concerning items affecting the bargaining unit, including but not limited to financial reports and audits, rosters of all personnel, tentative budgetary requirements, allocation of State and Federal funds, student enrollment data, and such other information as will assist the AFT in developing intelligent, accurate, informed, and constructive programs on behalf of the faculty and students, together with information which may be necessary for the AFT to process any grievance or complaint. The Board shall also furnish to the AFT all names, telephone numbers and addresses of employees assigned to the faculty unit based on current information in District computer files. The District shall provide the AFT a copy of the database documentation maintained by its technical staff. Corrected documentation shall be provided to the AFT as it becomes available.

In addition, the District shall provide to the AFT by the fifth week of each semester, lists of all faculty with active assignments by discipline both District-wide and by campus/worksite.

- F.** 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. Addresses, telephone numbers and location shall be provided in electronic form to the AFT by the District as soon as possible. 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.
- G.** 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.
- H.** 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.
- I.** 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 7 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.
- J.** 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 fulltime faculty member. When this occurs, the adjunct faculty member shall be assigned the agreed upon number of hours in a non-classroom adjunct rate or supplemental instructor assignment. This assignment shall be separate from any adjunct rate teaching assignment(s) under Ed. Code 87482.5(a) he or she may have and shall be considered ancillary service as per Education Code Section 87482.5(c). The elected and/or appointed adjunct faculty member shall be assigned a schedule that, to the extent possible, allows him or her to carry out his or her duties and responsibilities as a bargaining unit representative and an adjunct faculty member. The college administration shall work with the AFT representatives to coordinate the assignment of the elected or appointed adjunct instructor in a reasonable manner.

Article 9**Work Environment**

- A.** The District shall provide conditions for a safe, healthful and sanitary work environment conducive to effective teaching and learning. This shall include sanitary and adequately maintained restrooms and other comfort facilities. Faculty work environments should be maintained with routine scheduled maintenance and cleaning, including such cosmetic maintenance as painting and flooring.
- B.** Full-time faculty shall be provided with office space that includes a desk, a chair, a telephone with voice mail and secure file and storage equipment. Planning/budgeting priority should be given to those faculty who do not yet have such office amenities. Department Chairs and Counselors should be assigned offices that provide both visual and auditory privacy. Planning/budgeting priority should also be given to provide private offices to Department Chairs and Counselors who do not yet have them. Likewise, AFT Chapter Presidents and Grievance Representatives should be assigned offices that are private whenever available. Planning and budget priority should also be given to provide AFT Chapter Presidents and Grievance Representatives with access to private office space for those who do not yet have private offices.

Adjunct faculty shall have access to office and storage space, as well as phone access. Department chairs shall take appropriate action to fulfill the District's responsibility to provide adequate office space for their adjunct faculty (adequate office space includes access to a desk, chair, telephone with voice mail and file cabinet).

The District also shall provide authorized instructional supplies, as well as reprographic, multi-media, and computer services (including LAN, internet and e-mail access) to all faculty in a manner that meets instructional needs; however, use of such services shall be limited to district instructional activities only. Planning/budgeting priority should be given to those faculty who do not yet have access to such services. In addition, appropriate keys shall be issued to each faculty member at the beginning of his/her assignment.

- C.** The District and the faculty shall conduct all activities on campus in accordance with established health, safety, fire, and applicable OSHA regulations.
- D.** Each campus shall establish a Work Environment Committee (WEC) composed of faculty members designated by the AFT Chapter President, administrators designated by the College President and other employees as designated by their contracts with the District. Faculty members shall comprise at least 50% of the whole committee. Faculty members shall also total at least twice the number of administrator members. The chairperson of the College WEC shall be one of the faculty members and shall be elected by the committee. The chairperson will be reassigned up to .2 FTE. The term of office shall be two (2) years. Training in risk management shall be provided to assist committee members.

The WEC shall recommend policy and monitor all work environment matters including, but not limited to: grounds and facilities, parking, classroom conditions, allocation and conditions of faculty office space, air quality, temperature control, day and night lighting, VDT usage, health, sanitation and safety (including visible presence of sheriffs and adequate response rates to emergency situations). To promote the goal of improving the quality of the work environment, the WEC shall develop recommendations regarding work environment issues and then seek to reach agreement with the administration so that the administration may implement these recommendations. Such recommendations shall be considered for implementation in the development of the annual college budget. The Work Environment Committee shall track its recommendations and report the results to the faculty. The Chief Administrative Officer of the campus shall provide to the Chair of the WEC a copy of the quarterly report on projects underway.

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

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

G. Video Display Terminal (VDT) Policy

1. Any faculty member working ten (10) hours or more per week on campus at a VDT on tasks related to his/her assignment shall be provided access to work stations, equipment, working conditions and other benefits which meet state-of-the-art ergonomic standards as specified in Appendix G.
2. Faculty VDT users as defined in F.1. above shall be afforded the opportunity, upon request, for training and education as outlined in Appendix G.

Article 10

Calendar

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 2006-07, 2007-08 and 2008-09 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 days from the date the Calendar Committee's recommendation and report were submitted.
 4. **Timeline:** The calendar selection process may begin as early as the fall 2002 semester of the first base calendar year. It 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 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 weeks in length.)*
1. The following general principle applies to compressed calendar assignments: working on a compressed calendar shall not result in a faculty member receiving either higher or lower pay during the primary fall and spring terms than that faculty member would receive if he or she 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, www.laccd.edu/admin_regs/documents/ERegs/E-97.doc)
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. They may bank any or all of the Professional Development days except the mandatory on-campus days indicated on the calendars.

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. **Non-classroom faculty.** Non-classroom faculty are not required to participate in Professional Development days. 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 the 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 his or her designee.

3. **Planning Activities.** The activities for the Professional Development days will be determined by the College Academic Senate in consultation with the college president.
- E. 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 his/her 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.
- E. Floating Vacation Day(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.** Each department shall, as a goal, maintain an average class size of 34 students at the first census. 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.
- B.** The average class size shall be reduced 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 work stations, 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 his/her designee.

- C.** Departments exempted from the average class size under Section B.2. shall have their new average class size approved by the College President in consultation with the AFT Chapter Chair. This information shall be provided to the AFT and the Office of Academic Affairs.
- D.** To ensure compliance with this Article, the President must take such steps as are reasonable and consistent with the terms and conditions of this Agreement.
- E.** The President or his/her designee, in consultation with the Department Chair, shall establish class section enrollment limits in excess of the average class size to ensure compliance with this Article and provide the information to the Office of Academic Affairs.
- F.** Responsibility for canceling classes because of low enrollment or low attendance shall rest with the Vice President of Academic Affairs or his or her designee, after consultation with the Department Chair or the faculty member involved, whenever reasonably possible. Except as provided in Section G, the Vice President may cancel a class for low enrollment at any time before the first class session if the number of students enrolled is fewer than fifteen. Similarly, the Vice President may cancel the class for low attendance at any time during the first two weeks of a standard academic semester (or the first 10% of the term-length for a class scheduled for a period that is shorter than a standard academic semester) if the number of students actually attending is fewer than fifteen.
- G.** The Vice President of Academic Affairs or his or her designee may cancel an “advanced class” for low enrollment at any time before the first class session if the number of students enrolled is fewer than eight. Similarly, the Vice President may cancel an “advanced class” for low attendance at any time during the first two weeks of a standard academic semester (or the first 10% of the term-length for a class scheduled for a period that is shorter than a standard academic semester) if the number of students actually attending is fewer than eight. The President, or his or her designee, and the AFT Chapter shall, after consulting with the college Academic Senate, determine which classes are “advanced classes” subject to this section.
- H.** Departments currently meeting or exceeding class size goals have the right to schedule their own classes within reasonable parameters established by the Vice President of Academic Affairs, or his or her 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 Vice President of Academic Affairs or his/her designee.

Article 13

Assignment

A. Assignment, Full-Time

1. Definitions

Standard Hour. 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
16	79	80	159	4	163
15	75	77	152	5	157

Compression for a 16 week term:

175/163 = 1.07

30 hours/week x 1.07 = 32.1 → 32 hours

35 hours/week x 1.07 = 37.5 hours

5 office hours/week x 1.07 = 5.35 = 5 hours 20 minutes → 5.5 hours

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 hours → 39 hours

5 office hours/week x 1.11 = 5.6 = 5 hours 35 minutes → 5.5 hours

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 intersessions scheduled during the year, and any summer sessions associated with the year for attendance accounting purposes. For the purposes of this Article, any course, or any Standard Hour of non-classroom work, that is assigned to a faculty member and explicitly designated as a part of his or her regular load shall be included in calculating the portion of a Standard Teaching Load or Standard Work Load he or she has served for the academic year in which the assignment was completed.

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

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

Non-Standard Annual Load. Complete the annual load with a combination of assignments (including overload/underload) in any term, fall, winter, spring or summer, with required advance approval by both the department chair and the Vice President of Academic Affairs. A non-standard 'annual load' assignment must be completed during one academic year, from July 1 though June 30 of the following year.

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 shall be reviewed periodically to determine department progress toward meeting staffing mandates as stipulated in the California Code of Regulations. Library Department Chairs shall be assigned as 12-month basis (D-basis) employees.
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 shall be reviewed periodically to determine department progress toward meeting staffing mandates as stipulated in Title 5.
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 instructors special assignment each academic year.
- 8. Faculty Members Assigned to Teach in the Campus Learning Skills Center.** Each Standard Hour of teaching in the campus learning skills center, or elsewhere following a similar mode of instruction, shall be assigned a Standard Load Factor (SLF) calculated by dividing one Standard Hour of learning skills center teaching by the appropriate work load specified in Table A. Except as otherwise provided in this Agreement, full-time campus learning skills center faculty members paid on a monthly rate basis on the Preparation Salary Schedule shall be assigned 100% of the applicable Standard Work Load for campus learning skills center faculty members each academic year.
- 9. Nursing Department Chairs/Program Directors.** Nursing Department Chairs/Program Directors must take whatever actions are necessary to retain competency and recency (to maintain eligibility) for return to a full-time teaching position in nursing.

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

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

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

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

If the Departmental Election results in a chair being elected, the Nursing Department Chair shall assume his/her role as a Chair for a three year period in the same manner as any other elected Department Chair and the former Nursing Program Director shall retreat to the Nursing Department as Nursing faculty, effective July 1st.

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

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

12. PACE

- a. PACE Program.** The PACE program is an accelerated interdisciplinary program designed for working adults which presents a group of interrelated courses organized around a core theme each term. Curriculum is taught in an integrated manner with faculty collaboration across disciplines. Methods may include but are not limited to team teaching, instructional television, distance or distributive learning modalities, weekly discussion seminars and weekend experiential conferences. In each course where an instructor does not use team teaching, he or she will incorporate individual and group tutoring.

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

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

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

The PACE Director shall serve as the chair and as a voting member in all PACE faculty evaluation and hiring committees, both full time and temporary. The majority of members on these committees shall be faculty in the disciplines involved.

PACE Directors shall be selected through applicable college faculty selection procedures, provided that the faculty members on the selection committee established under those procedures shall include representatives of the full-time PACE faculty, if any, and relevant department chairs based on the disciplines taught in the PACE program. Any evaluation of a Director under Article 19 shall review both the Director's performance as a faculty member in the PACE program and his or her fulfillment of the responsibilities of the Director assignment.

Each college shall provide clerical assistance to its PACE program.

e. Relationship of PACE Program Faculty to Academic Departments.

Selection and evaluation of PACE Program faculty is a shared responsibility between the PACE Director and the relevant discipline/department chair who also collaborates with the PACE Director in the operation of the PACE Program. Chairs (and Vice-chairs where applicable) shall receive FTEP credit proportional to the PACE faculty member's assignment for PACE faculty teaching courses in their department's disciplines as provided for in Article 17 C.

f. Chairs (and Vice-chairs where applicable) shall receive supervision pay if they supervise and evaluate adjunct PACE faculty teaching courses in their department's disciplines as provided in Article 17.F.6.

g. Implementation and/or Elimination of PACE Programs. PACE program implementation and/or elimination decisions shall be addressed in the same manner as any instructional program viability review process at the College. See Article 32.

h. Bridge Courses. Bridge courses used as a pre-requisite to PACE courses are not PACE courses and staffing for them is handled by the department chairs in whose departments the bridge course are offered. Bridge courses may be taught by fulltime 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.

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 60% of a full assignment when averaged over the semester and the District shall have the authority to adjust or terminate assignments if the workload exceeds this limit.
2. An adjunct instructor may be assigned to a non-classroom adjunct rate or supplemental instructor assignment for the purpose of carrying out ancillary service as per Education Code Section 87482.5(c).
3. Adjunct faculty will be paid for teaching assignments on a "pay-by-course" basis using the Standard Teaching Hours associated with the assignment, rather than the actual hours served during the semester.
4. Each adjunct faculty member assigned to teaching duties and receiving a salary differential for office hours under this Article shall maintain a schedule of office hours each week at a reasonable time for student consultation. The faculty member shall inform his or her students of the time and place of the office hours by including the schedule in the syllabus for each class that is a part of the faculty member's adjunct assignment. Upon request from the department chair or supervising administrator, the faculty member shall also furnish that person with a copy of the schedule. The schedule shall include ten minutes of office hour for each Standard Hour that is a part of the faculty member's adjunct assignment.

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

$$3 \text{ standard hours/week} \times 1.11 = 3.33 = 3 \text{ hours } 20 \text{ minutes} \rightarrow 3.5 \text{ hours}$$

$$3.5 \text{ hours} \times 10 \text{ minutes/hour} = 35 \text{ minutes of office hour per week}$$

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 classroom faculty and administrators with adjunct assignments.

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

D. Assignments, Conditions and/or Exceptions

- 1. Normal academic workday and workweek.** The normal academic workday extends from 7 a.m. until 4 p.m., and the normal academic workweek begins at 7 a.m. on Monday and ends at 4 p.m. on Friday of any week of instruction during the regular academic year. Generally, the District will assign contract and regular faculty members to a schedule of classes or other scheduled duties that fall within the normal academic workday and workweek, but the District retains the discretion to assign faculty to other reasonable schedules necessary to meet the needs of the colleges and their programs.
- 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 Vice President or his or her designee as being beyond the fifth workblock shall (except for hours that are a part of an adjunct or additional assignment) be weighted by a factor of 1.5 for the purposes of calculating the faculty member’s load.

- 4. Limits on basic scheduling rules.** Notwithstanding anything in this Section to the contrary, no faculty member shall, without his or her agreement, be assigned:
- a. with a break of more than three hours in a given workblock unless the reasons for such an assignment are provided to the faculty member in writing; or
 - b. to a schedule that provides a gap of fewer than ten hours between the end of an assignment on one day and the beginning of the next assignment on the following day; or
 - c. to a schedule that requires the faculty member to be on campus, or otherwise actively engaged in scheduled duties, during more than five days per week, or (for classroom faculty) more than five workblocks per week. A faculty member may request in writing an assignment in excess of five workblocks and agree to waive his/her right to the additional load credit described in Section D 3 above with the written concurrence of the AFT Chapter President.
 - d. If, however, an instructor's class is cancelled and fulfilling his or her schedule obligation results in an excess of five workblocks, he or she may choose one of the following:
 1. Bump the least senior person on an adjunct list in his/her discipline AND waive the extra workblock(s) compensation.
 2. Exercise the option of underloading for that semester and overloading the next semester.
 3. Exercise his/her option to spread his/her load out over intersession(s) as per the annual load provision of Section A.1.
- 5. Teaching and Work Load Tables.** Tables A and B list the Standard Teaching Loads and Standard Work Loads that full-time faculty members, except those assigned to teach instructional television, shall be assigned. A faculty member's Standard Teaching Load or Standard Work Load may be averaged over the life of this Agreement but, except as provided in Article 39 (Load Banking), may never vary by more than an accumulated total of 16.667% (5/30) of an annual Standard Teaching Load or 5% of an annual Standard Work Load. In the event that a faculty member who has a teaching assignment to be averaged over the life of the Agreement fails to have his/her load averaged, he/she may choose to be paid at the adjunct rate in effect at the conclusion of this Agreement, or upon retirement or separation from service, or extend the averaging into the next Agreement. In the event that a faculty member who has a teaching assignment to be averaged over the life of this Agreement goes on leave, the substitute, if any, may be assigned the teaching hours which would have been assigned to the faculty member on leave.

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

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, Retention and Seniority, shall not apply to contract courses except that, if a permanent or probationary faculty member is assigned to teach a contract course as part of an extra-duty assignment, or if any other faculty member who has seniority rights under Article 16 is assigned a contract class, he or she shall be granted credit for the course as if it were an assignment offered under Article 16, as applicable. If an employee is assigned to a contract course at the adjunct rate which extends into the Summer Session for more than five (5) weeks or the Summer Session portion is more than one half the time that such course occurs, he/she shall be paid according to the Summer Salary Schedule, if he/she is a regular employee.

The collective bargaining agreement shall not apply to contracts for military education except for those individuals who gained contract (probationary) or regular (permanent) 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.

Standard Teaching Load From Table A	Standard Office Hours Per Week
12 to 15	5
16	4
17	3
18 and over	2

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

5 office hours/week x 1.11 = 5.6 = 5 hours 35 minutes → 5.5 office hours per week

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

c. In addition to their basic teaching assignment as defined in Section A, 8, all monthly rate faculty assigned to teach in the campus learning skills center, or elsewhere following a similar mode of instruction, shall be assigned five Standard Hours of related duties per week during each academic term.

- d. 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 staff development.
 - e. Whenever possible, all monthly rate faculty should participate in the college's annual commencement ceremony. Temporary adjunct faculty may participate as well. Those faculty who participate may count their participation toward their professional development (flex) obligation.
 - f. All faculty shall maintain accurate records of grades, attendance, and class exclusions in accordance with District policy, rules, regulations and procedures.
 - g. 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 examination 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 district wide. Any contract or regular faculty member in the district or any part-time faculty member on a seniority list at the advertising college 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.
- 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 assigned instructors in the class schedule, including adjunct faculty, 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 (when available) of all faculty, including adjunct.

TABLE A

Classroom Faculty Standard Teaching Loads

TOP Discipline*	TOP Code*	Discipline	Contract Load	
			Standard Teaching Hours Per Semester	Per Year
01 Agriculture and Natural Resources				
	0101.00	Agriculture	18	36
	0102.00	Animal Science	18	36
	0102.40	Equine Science	18	36
	0103.00	Plant Science	18	36
	0109.20	Ornamental Horticulture	18	36
	0115.10	Recreation	15	30
02 Architecture and Environmental Design				
	0201.00	Architecture	15	30
	0201.01	Architectural Technology	21	42
	0201.02	Landscape Architecture	15	30
	0201.03	Architectural Interior	15	30
	0201.04	Environmental Design	15	30
03 Environmental Sciences and Technology				
	0301.00	Environmental Science	15	30
	0303.00	Environmental Hazardous Materials Technology	15	30
04 Biological Sciences				
	0401.00	Biology	15	30
	0402.00	Botany	15	30
	0403.00	Microbiology	15	30
	0407.00	Zoology	15	30
	0410.00	Anatomy	15	30
	0410.01	Physiology	15	30
05 Business and Management				
	0502.00	Accounting	15	30

* See Appendix P

TABLE A, continued

TOP Discipline	TOP Code	Discipline	Standard Teaching Hours	
			Per Semester	Per Year
	0504.00	Finance	15	30
	0504.01	Mortgage Finance	15	30
	0505.00	Business	15	30
	0506.00	Management	15	30
	0506.30	Supervision	15	30
	0506.40	Entrepreneurship	15	30
	0508.00	International Business	15	30
	0509.00	Marketing	15	30
	0510.00	Transportation	15	30
	0511.00	Real Estate	15	30
	0511.10	Escrow	15	30
	0514.00	Computer Applications and Office Technologies	15	30
	0514.02	Office Machines	15	30
	0516.00	Labor Studies	15	30
06 Media and Communications				
	0602.00	Journalism	15	30
	0603.00	Broadcasting	15	30
	0606.00	Public Relations	15	30
	0612.00	Cinema	15	30
	0614.10	Multimedia	15	30
	0614.40	Animation	15	30
	0699.00	Media Arts	15	30
07 Information Technology				
	0702.00	Computer Science Information Technology	15	30
	0702.01	Computer Information Systems	15	30
	0708.00	Computer Technology	15	30
	0708.20	Microcomputer Technician	21	42
08 Education				
	0801.00	Education	15	30

TABLE A, continued

TOP Discipline	TOP Code	Discipline	Standard Teaching Hours	
			Per Semester	Per Year
	0809.00	Education-Special	15	30
	0835.00	Physical Education (Activity)	18	36
	0835.01	Physical Education (Non-Activity)	15	30
	0835.10	Physical Fitness	18	36
	0837.00	Health	15	30
	0837.01	Non-Credit Health/Safety	25	50
	0839.00	Industrial Arts	15	30
	0850.00	American Sign Language	15	30
09 Engineering and Industrial Technologies				
	0901.00	Engineering, General	15	30
	0901.01	Engineering, Electrical	15	30
	0925.00	Engineering, Electrical Technology	15	30
	0934.00	Electronics	15	30
	0934.01	Electronics Engineering Technician	21	42
	0934.02	Electronics Technology	21	42
	0934.03	Consumer Electronics Technician	21	42
	0934.04	Television	15	30
	0934.20	Electronics Assistant	21	42
	0934.30	Electronics Communications	21	42
	0934.40	Electrical Cable Splicer For Apprentices	21	42
	0934.41	Electrical Lineman Apprentice	21	42
	0934.70	Electron Microscopy	18	36
	0935.00	Electromechanical Technology	21	42
	0936.00	Printing-Printing Technology	21	42
	0936.01	Printing-Graphic Arts Management	18	36
	0936.02	Printing-Graphic Arts Presswork	21	42
	0936.03	Printing-Photo-Offset	21	42
	0946.00	Air Conditioning Techniques-Basic	20	40
	0946.01	Air Conditioning & Refrigerating Technology	20	40
	0946.02	Refrigeration & Air Conditioning Mechanics	21	42

TABLE A, continued

TOP Discipline	TOP Code	Discipline	Standard Teaching Hours	
			Per Semester	Per Year
	0946.10	Piping Technology	21	42
	0947.00	Diesel and Related Technologies	21	42
	0947.20	Truck Mechanic Apprentice	21	42
	0948.00	Automobile Technology	20	40
	0948.01	Automotive Technology	15	30
	0948.02	Automotive And Related Technologies	21	42
	0948.03	Automotive Engine Technology	15	30
	0948.04	Automotive Service Technology	15	30
	0948.05	Import Automobile Technology	15	30
	0948.30	Motorcycle Repair Mechanic	21	42
	0949.00	Automotive Collision Repair	21	42
	0950.00	Aerospace Production Technology	20	40
	0950.20	Aviation Maintenance Technician	20	40
	0950.40	Aircraft Electronics Technology	20	40
	0952.00	Building Construction Techniques	21	42
	0952.10	Carpentry	21	42
	0952.11	Carpentry Apprentice	21	42
	0952.20	Electrical Construction & Maintenance	21	42
	0952.21	Electrical Construction Engineering	21	42
	0952.22	Electrical Supply & Equipment	21	42
	0952.30	Plumbing	21	42
	0952.50	Cabinetmaking And Millwork	21	42
	0952.51	Cabinet Millwork - Apprentice	21	42
	0952.70	Painting Apprentice	21	42
	0952.80	Drywall Apprentice	21	42
	0953.00	Drafting	15	30
	0953.01	Engineering Technician	15	30
	0953.02	Drafting Room Assistant	21	42
	0953.20	Engineering, Civil Technology	15	30
	0953.30	Engineering, Electrical Technology	15	30
	0953.40	Engineering, Mechanical	15	30

TABLE A, continued

TOP Discipline	TOP Code	Discipline	Standard Teaching Hours	
			Per Semester	Per Year
	0953.41	Engineering, Mechanical Technology	15	30
	0953.42	Mechanical Engineering Technology	21	42
	0954.00	Chemical Technology	18	36
	0956.00	Engineering, General Technology	15	30
	0956.01	Industrial Technology	15	30
	0956.30	Machine Tools Technology	21	42
	0956.31	Machine Shop – Computer Numerical Control	21	42
	0956.32	Numerical Control	15	30
	0956.33	Tool and Manufacturing Technology	15	30
	0956.40	Sheet Metal Work	21	42
	0956.41	Sheet Metal Work - Apprentice	21	42
	0956.50	Welding Gas And Electric	21	42
	0956.80	Quality Control	15	30
	0956.81	Measurement Science	15	30
	0957.00	Engineer Operation Maintenance	21	42
	0957.01	Engineer Operation Maintenance - Apprentice	21	42
	0957.02	Street Maintenance	21	42
	0957.30	Engineering, Civil	15	30
	0958.00	Process Plant Technology	15	30
	0958.01	Solid Waste Management Technology	21	42
	0958.02	Supply Water Technology	21	42
	0958.03	Wastewater Technology	21	42
10 Fine and Applied Arts				
	1002.00	Art	15	30
	1004.00	Music	15	30
	1007.00	Theater	15	30
	1008.00	Dance	15	30
	1011.00	Photography	15	30
	1012.00	Photography-Trade Tech	21	42
	1013.02	Sign Graphics	21	42

TABLE A, continued

TOP Discipline	TOP Code	Discipline	Standard Teaching Hours	
			Per Semester	Per Year
	1030.00	Visual Communications	21	42
	1030.01	Printing Graphic Arts Composition	21	42
	1099.00	Dance Activities	18	36
11 Foreign Language				
	1102.00	French	15	30
	1103.00	German	15	30
	1104.00	Italian	15	30
	1105.00	Spanish	15	30
	1106.00	Russian	15	30
	1107.00	Chinese	15	30
	1108.00	Japanese	15	30
	1109.00	Latin	15	30
	1111.00	Hebrew	15	30
	1112.00	Arabic	15	30
	1117.00	Thai	15	30
	1117.10	Filipino	15	30
	1117.30	Korean	15	30
	1119.00	Portuguese	15	30
	1199.00	Armenian	15	30
	1199.01	Yiddish	15	30
	1199.02	Farsi	15	30
12 Health				
	1201.00	Allied Health	15	30
	1201.01	Health Occupations	18	36
	1204.20	Dental Hygiene	18	36
	1204.30	Dental Technology	18	36
	1208.30	Cancer Program Management	15	30
	1210.00	Respiratory Therapy	21	42
	1221.00	Pharmacy Technician	18	36
	1222.00	Physical Therapist Assistant	17	34

TABLE A, continued

TOP Discipline	TOP Code	Discipline	Standard Teaching Hours	
			Per Semester	Per Year
	1223.00	Health Information Technology	15	30
	1225.00	Radiologic Technology	21	42
	1228.00	Athletic Training	18	36
	1230.10	Nursing	18	36
	1230.11	Nursing, Registered	18	36
	1230.20	Nursing, Vocational	18	36
	1250.00	Emergency Department Assistant	18	36
	1250.01	Emergency Medical Services	18	36
13 Family and Consumer Studies				
	1301.00	Family and Consumer Studies	15	30
	1301.10	Home Economics (non-credit)	25	50
	1302.00	Interior Design	15	30
	1303.10	Fashion Design	21	42
	1303.11	Tailoring	21	42
	1305.00	Child Development	15	30
	1305.60	Parenting (non-credit)	25	50
	1306.30	Culinary Arts	21	42
	1306.31	Culinary Arts-Apprentice	21	42
	1306.32	Baking Professional	21	42
	1307.00	Hospitality	15	30
	1307.10	Food Services Management	15	30
	1307.11	Restaurant Management	21	42
14 Law	1401.00	Law	15	30
	1402.00	Paralegal	15	30
15 Humanities/Letters				
	1501.00	English	12	24
	1501.10	Linguistics	15	30
	1506.00	Speech Communication	15	30
	1509.00	Philosophy	15	30

TABLE A, continued

TOP Discipline	TOP Code	Discipline	Standard Teaching Hours	
			Per Semester	Per Year
16 Library Science				
	1601.00	Library Science	15	30
	1602.00	Library/Media Technology	15	30
17 Mathematics				
	1701.00	Mathematics	15	30
	1799.00	Statistics	15	30
18 Military Science				
	1801.00	Military Science	15	30
19 Physical Science				
	1901.00	Physical Science	15	30
	1902.00	Physics	15	30
	1905.00	Chemistry	15	30
	1911.00	Astronomy	15	30
	1914.00	Geology	15	30
	1914.01	Mineralogy	15	30
	1919.00	Oceanography	15	30
	1930.00	Earth Science	15	30
20 Psychology				
	2001.00	Psychology	15	30
21 Public and Protective Services				
	2102.01	Public Administration Urban Planning	15	30
	2104.40	Addiction Studies	15	30
	2105.00	Administration of Justice	15	30
	2105.10	Corrections	15	30
	2105.30	Private Security Management	15	30
	2133.00	Fire Technology	15	30
	2133.10	Wildland Fire Technology	15	30
	2199.00	Community Planning/Economic Development	15	30

TABLE A, continued

TOP Discipline	TOP Code	Discipline	Standard Teaching Hours	
			Per Semester	Per Year
22 Social Sciences				
	2201.00	Social Science	15	30
	2202.00	Anthropology	15	30
	2203.00	African-American Studies	15	30
	2203.01	Chicano Studies	15	30
	2203.02	Asian-American Studies	15	30
	2203.03	Jewish Studies	15	30
	2204.00	Economics	15	30
	2205.00	History	15	30
	2206.00	Geography	15	30
	2206.02	Meteorology	15	30
	2206.10	Geographic Information Systems	15	30
	2207.00	Political Science	15	30
	2208.00	Sociology	15	30
30 Commercial Services				
	3007.00	Cosmetology	21	42
	3007.02	Manicuring	21	42
	3009.00	Travel	15	30
49 Interdisciplinary Studies				
	4903.00	American Cultural Studies	15	30
	4903.00	Humanities	15	30
	4930.00	Non-Credit Older Adults	25	50
	4930.12	Non-Credit Vocational Education	25	50
	4930.13	Personal Development	15	30
	4930.20	Developmental Communication	12	24
	4930.30	Learning Foundations	15	30
	4930.72	Learning Skills (Classroom)	15	30
	4930.72	Learning Skills Center	25	50
	4930.72	Non-Credit Basic Skills	25	50

TABLE A, continued

TOP Discipline	TOP Code	Discipline	Standard Teaching Hours	
			Per Semester	Per Year
	4930.80	English As A Second Language Levels (12 load) 4a, 4b, 5a, 5b, 6a, 6b, 7a, 7b	12	24
	4930.81	English As A Second Language Levels (15 load) 1, 2, 3, 4c, 5c, 6c, 7c	15	30
	4930.82	Non-Credit English As A Second Language	25	50
	4930.90	Non-Credit Citizenship	25	50
	4932.00	Cooperative Education	21	42
	4999.00	Service Learning	15	30
	4999.01	Service Learning (Field Work)	35	70

TABLE B**Non-Classroom Faculty Standard Work Loads**

(Expressed in Standard Hours)

Assignment	Per Semester	Per Year
Campus Learning Skills Center Director	30	60
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
Librarian	30	60
Nursing Director	35	70

Article 14

Assignments, Additional and Coaching

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

E. Athletic Coaching

Athletic coaching assignments pursuant to E.1 and E.3 below shall not be considered additional assignments. Contract or regular faculty members initially hired as athletic coaches are not eligible for reassignment from their coaching assignment to one in physical education or health classes without the approval of the College President or designee. The provisions of this paragraph shall not apply to those faculty members who were contract or regular on March 30, 1994.

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

a. Plan A

- (1) A Head Coach may choose to receive coaching pay equal to the appropriate Head Coach coaching stipend, paid out according to the level pay concept, for the particular sport(s) listed in Appendix A; Head athletic coaches who have a second coaching assignment in which the seasons of the two sports the coach is coaching are scheduled during the same calendar period, shall receive both stipends during the overlap period, provided the meeting/training time for both sports do not overlap or otherwise conflict with the regular teaching load of the instructor. It is recognized that payment of coaching stipends includes pre-season coaching for the sport. Pre-season activities include student recruitment, coordinating travel arrangements, fundraising, and travel time to competitions. Separate play-off stipends for Head Coaches for possibly one, two or three weeks of playoffs are found in Appendix A; and
- (2) have the class that is scheduled for the team sport to be counted as ten (10) hours of physical education or 5/9 FTE, whichever is greater, towards their teaching load for only one semester per academic year for each sport.

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

- (1) A head football coach may choose to be assigned to the “D” basis;
 - (2) have the class that is scheduled for the football team be counted as ten (10) hours of physical education or 5/9 FTE, whichever is greater, toward their teaching load during the Fall semester;
 - (3) teach a full load of athletic related Physical Education classes during the Summer Session. The Summer Session article, Article 15, shall not apply to this assignment except the head football coach shall be charged with working during the Summer(s) which will affect his Summer Session priority position in the future; and
 - (4) be required to take the 20 or more days of non-duty time during the summer period.
2. Head Athletic Coaches who are not regular (permanent) or contract (probationary) faculty members (Walk-On Head Coaches) shall be designated as adjunct instructors and shall receive coaching pay equal to the appropriate Walk-On Head Coach coaching stipend, paid out according to the level pay concept, for the particular sport(s) listed in Appendix A for teaching and coaching physical education intercollegiate sports classes (500 level Physical Education courses) for the number of weeks the sport is officially sanctioned by the State Athletic Commission.

Walk-On Head athletic coaches who have a second coaching assignment in which the seasons of the two sports the coach is coaching are scheduled during the same calendar period, shall receive both stipends during the overlap period, provided the meeting/training times for both sports do not overlap. It is recognized that payment of coaching stipends includes pre-season coaching for the sport. Pre-season activities include student recruitment, coordinating travel arrangements, fundraising, and travel time to competitions. Separate play-off stipends for Walk-On Head Coaches for possibly one, two or three weeks of playoffs are found in Appendix A. Article 16 does not apply to Walk-On Head Athletic coaches.

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

3. Regular (permanent) and contract (probationary) faculty members assigned to Athletic Coaching as Assistant Coaches shall receive their assistant coaching stipend and the assistant coaching assignment shall be counted as 5/18 of their teaching load for only one semester per academic year for each sport. Assistant athletic coaches who have a second coaching assignment in which the seasons of the two sports the coach is coaching are scheduled during the same calendar period, shall receive both stipends during the overlap period, provided the meeting/training times for both sports do not overlap or otherwise conflict with the regular teaching load of the instructor.

4. Athletic coaches who are not regular (permanent) or contract (probationary) faculty members who are assigned as Assistant Coaches (Walk-On Assistant Coaches) shall receive coaching pay equal to the appropriate Walk-On Assistant Coach coaching stipend, paid out according to the level pay concept, for the particular sport(s) listed in Appendix A. Walk-On assistant athletic coaches who have a second coaching assignment in which the seasons of the two sports the coach is coaching are scheduled during the same calendar period, shall receive both stipends during the overlap period, provided the meeting/training times for both sports do not overlap. It is recognized that payment of coaching stipends includes pre-season coaching for the sport and for the number of weeks the sport is officially sanctioned by the State Athletic Commission. Pre-season activities include student recruitment, coordinating travel arrangements, fundraising, and travel time to competitions. Separate play-off stipends for Walk-On Assistant Coaches for possibly one, two or three weeks of playoffs are found in Appendix A. Although the Faculty unit does not represent them, Walk-On Assistant Coaches paid in accordance with this section may resolve Article 14, Section E, disputes through Article 28, Grievance Procedure. A Walk-On Assistant Coach may not file a grievance over any other term of this Agreement.

5. Each team shall have assigned one Head Coach. Assistant Coaches shall be assigned upon the recommendation of the Head Coach and up to but not to exceed the maximum listed below without the approval of the Athletic Director and the College President:
 - a. Football - six
 - b. Basketball - two
 - c. Track - two
 - d. Baseball - two
 - e. Softball - two
 - f. Volleyball - one
 - g. Soccer - two
 - h. Swimming - zero or one depending on size of team
 - i. Tennis - zero or one depending on size of team
 - j. Cross country - zero or one depending on size of team
 - k. Water polo - one
 - l. Golf - zero or one depending on size of team
 - m. Badminton - zero or one depending on size of team
 - n. Wrestling - zero or one depending on size of team

6. Coaching and Assistant Coaching assignments are temporary assignments offered and/or terminated by the Athletic Director subject to the approval of the College President and may be terminated at any time by the College President. The reason(s) for termination shall be stated in writing.

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

Coaching Compensation

	Head Coach	Assistant Coach
Full-Time	<p>Football 5/9 Load/semester/sport Stipend 1,2, or 3 week payoff stipend D-basis choice-teach summer</p> <p>All Other Sports 5/9 Load/semester/sport Stipend 1,2, or 3 week payoff stipend</p>	<p>All Sports 5/18 Load/semester/sport Stipend 1,2, or 3 week payoff stipend</p>
Walk-On	<p>All Sports Stipend 1,2, or 3 week payoff stipend Adjunct status (no seniority) STRS DBS or CB or PARS or Social Security</p>	<p>All Sports Stipend 1,2, or 3 week payoff stipend Unclassified Status</p>

F. Athletic Directors

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

# intercollegiate teams	reassigned time
4 to 6	.4
7 to 9	.6
10 to 12	.8
13 or more	1.0

- b. Shall receive the Athletic Director stipend listed in Appendix A in the following manner— one stipend per intercollegiate sport at the college except of the college offers football, that counts for two stipends.
2. Athletic Directors may also be Athletic Coaches, provided the meeting/training times for the team does not overlap with the hours of service as the Athletic Director. If such an assignment is made, the Athletic Director shall:
 - a. Receive the appropriate coaching stipend (see Appendix A) as an Athletic Coach, or
 - b. Have the athletic team scheduled as part of his or her teaching load.
3. Athletic Director assignments are temporary assignments made by the College President and may be terminated at any time by the College President. The reason(s) for termination and assignment end date shall be stated in writing.

4. The College President may grant reassigned time pursuant to Article 18 for the development of new athletic programs if the Athletic Director is not currently receiving any reassigned time.

G. Performance Coaches (Non-Athletic). Performance Coaches (Non-athletic) include Forensic Coaches, Publication Advisors, Choral Directors, Orchestra or Band Directors, Theater Arts Directors, Dance Directors, and Fashion Show Directors. Compensation for faculty instructional time as performance coaches shall be addressed through the college's curriculum process via the appropriate load designation for lecture-lab-activity hours as related to course Carnegie units.

H. 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.

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

Additional assignments for supplementary pay for activities other than athletics shall be limited to a maximum of forty (40) hours per pay period which includes Adjunct Assignments. Exceptions to the forty hour limit may be made upon request by the College President and approved by the Vice Chancellor, Division of Human Resources.

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

K. 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 Interessions

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, his or her regular load, it shall be included in calculating the portion of a Standard Teaching Load or Standard Work Load he or she has 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 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 assigned in establishing subsequent intersession priorities.

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, his or her 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 6 standard hours. A class with value of 5 standard hours will also count as a full assignment. 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%). The summer pay will be distributed evenly over two summer pay periods using the level-pay-by-course method, rather than with an assignment matching the actual dates of the classes. Thus, for teaching a “full assignment” the C basis faculty member will receive 2 equal checks each representing 60% of a regular fall/spring paycheck.

If a probationary or tenured faculty member teaches in excess of the 6 standard hours during a summer session, he or she shall be paid at his or her adjunct teaching rate for the hours above the maximum listed for a “full assignment.” Non-classroom faculty shall be paid for 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), he or she 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 6 standard hours.

Non-classroom faculty shall be paid for 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.

- 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.)

B. Priority. Both winter and summer intersession assignments shall be made separately (i.e. each has its own priority list), in the following priority order and shall provide each person assigned with an opportunity for a full assignment in priority 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. This includes 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 6 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.7 below).
4. All others
5. Except as provided in Subsection e below (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 a intersession assignment for the greatest number of years, according to the following chart.

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			
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

PRIORITY POSITION CHART, continued

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.6.c.

- c. Calculating Priority for Contract Faculty Members.** Any contract faculty member with less than one calendar year of service as of March 1 for Summer Session 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 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:
 - (1) The faculty member who accepted an assignment at another location in the District shall have priority over one assigned at his/her own College for the next three years only.
 - (2) 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 (3) if needed.
 - (3) The faculty member with the greater length of service in the District shall have priority.
 - (4) In case of an unresolvable tie a drawing will be held by an appropriate administrator and the faculty member 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 his/her 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 monthly-rate assignments in more than one session 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 .4 D would be deemed 1/4 an assignment in computing priority; one with between .4 and .6 would be 1/2 and assignment; one with greater than .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 chairperson'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 decide how priority is determined for adjunct faculty, separately for winter and for summer intersession, using the following considerations:

Adjuncts on the college's seniority lists (excluding probationary and tenured faculty) will be used as a pool but NOT in seniority date order. Rather, as temporary adjunct faculty are assigned and complete an intersession assignment, their priority for the next corresponding intersession will be below all those who did not have an assignment. In providing intersession employment opportunities for temporary adjunct faculty with seniority, chairs will endeavor to rotate the available assignments among those in the pool by first offering assignments to those who did not have one during previous corresponding intersessions.

C. Eligibility for Assignment

By October 15 for winter intersession and February 15 for summer intersession(s) a priority list of faculty will be established for each discipline by the Department Chair. A copy will be forwarded by the Department Chair to the administrator in charge of the intersession. Each faculty member will have the opportunity to accept or refuse an assignment as his/her priority rank is reached. However, he/she will be expected to make this decision within a reasonable time in order that schedules may be printed and those lower on the eligibility list may plan accordingly. Any faculty member who wishes to be considered for an intersession assignment shall, upon request, make this intention known to the appropriate administrator not later than November 1 for winter intersession and March 1 for summer intersession(s). (See 7 below for condition for withdrawal).

1. In those departments which have distinct disciplines (under Table A of Article 13), a faculty member's name shall appear on only one discipline priority list. A faculty member who has been reassigned for the majority of his/her load, may elect to be placed on the intersession priority 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 subject priority 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 voluntarily passes (or refuses) an intersession assignment in his/her subject field shall be placed in the same category as those for whom no assignment is available, regardless of his/her 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 he/she refused, on the basis of subject matter, to teach the same course in regular session (assuming that he/she was eligible and qualified to do so).

- 4. Retiring Faculty; Faculty on Leave.** 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 his or her placement on the intersession school priority 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 his or her placement on the summer intersession priority list.

Exception: A faculty member on sabbatical or other leave of absence of one year or less shall be considered as teaching on campus, for purposes of priority determination. (In other words, a faculty member on leave for one year or less shall be given the same priority rank that he/she would have received had he/she been teaching at his/her college during the same period.)

- 5. 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 priority list (as indicated in Section B.4.c of this Article).
- 6. 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 rules as though his/her community college teaching had been all at his/her current assignment.
- 7. Effect of Withdrawing From an Assignment on Priority Status.** A faculty member who withdraws from a previously accepted assignment later than December 1 for winter intersession or April 15 for summer intersession(s) will have this previous acceptance counted in establishing subsequent priority lists unless adequate reasons for this action are submitted in writing and approved by the Intersession Committee. These reasons would include emergencies or professional employment opportunities which the faculty member could not have known about at an earlier date.

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.** For the purposes of applying the 60% load limitation for part-time temporary faculty members, the base will remain a full time faculty member's load for the two primary terms of the academic year. Therefore, any work performed during a winter intersession will be treated like all other work outside the regular work year (e.g. work during the summer) and, as provided in Education Code Section 87474, will not be included in calculating any annual limit on the faculty member's ability to work as a faculty member.

Article 16**Adjunct Assignments, Retention and Seniority**

For purposes of adjunct seniority, “Adjunct employees” shall include:

- Any faculty member who is employed at an adjunct rate pursuant to Education Code Section 87482.5 for no more than 60 percent of the load of scheduled duties for a full-time regular faculty member having comparable duties averaged over the semester. Scheduled duties exclude any office hours served under Education Code Section 87883.); and
- Any contract or regular faculty member to the extent he or she is employed pursuant to this article for extra pay on an adjunct rate basis.

The right to continue in adjunct employment is extended to each adjunct employee at the campus or location the individual is assigned and in the discipline to which assigned in seniority order and in accordance with the provisions of this Article.

A. Obtaining Seniority and Retention Rights

1. Except as noted in section C of this Article, an adjunct employee on a given campus on a given discipline's seniority list shall be continued in his/her assignment as long as the need for that assignment continues as determined by the College President. Assignment is defined as one class for classroom teaching assignments, same number of hours for non-classroom assignments, same day(s) of the week, and the same time. An employee may have more than one assignment.
2. Whenever practicable adjunct employees shall be assigned to the same assignments as the previous semester. If it is not practicable to assign the employee to the same assignment the adjunct employee shall be assigned to a comparable position. A comparable position means the same number of hours.
3. Written offers of adjunct assignments shall be made to individuals based on seniority lists developed by the Vice President of Academic Affairs or his/her designee. Written acceptance or refusal of the offer shall be made within fifteen (15) days of receipt of the offer.
4. Seniority lists shall be updated whenever new names are added to the lists. Beginning Fall 2000, no new names shall be added to the seniority lists for more than one assignment. In addition, beginning Fall 2001, notwithstanding any other provision of this article, no permanent or probationary faculty member shall be entitled to have his or her name added to a seniority list if that addition would result in the faculty member acquiring seniority for more than one assignment at a college. The department chair shall provide (in electronic format) the department's updated list or lists to the appropriate Vice President by each semester census date. The Vice President shall review the list for accuracy and provide electronic copies of the appropriate list to the Department Chair, all adjunct faculty members in the discipline in which the assignments are made, and the AFT Chapter President, and AFT Grievance Representative by the sixth week of the Fall and Spring semesters.

5. Offers of adjunct employment shall be made in accordance with this Article to individuals in seniority order based on the discipline seniority list. Those individuals not assigned a class shall be informed in writing by the Vice President of Academic Affairs prior to the start of the semester.
6. After all individuals on a seniority list have been assigned or have refused an assignment and additional assignments are available, additional assignments shall be offered to individuals currently on the seniority list for more than one assignment. Offers shall be made in seniority order for the second assignment.
7. Notwithstanding other provisions of this Article, offers of non-classroom assignments which are less than a semester in duration need not be made in writing.

B Calculating Seniority

1. Seniority shall be determined by each adjunct employee's first semester of employment as an adjunct employee in the discipline, provided the adjunct employee has not had a break in service as an adjunct employee. If there has been a break, seniority shall be determined by the employee's first semester of service as an adjunct employee following the most recent break. (Adjunct employees who were included on a seniority list in a discipline during the Spring 2000 semester shall be assigned seniority dates in a way that maintains their relative standing on the lists as it existed at the end of the Spring 2000 semester.)
2. Seniority shall be calculated for each adjunct employee teaching assignments at the adjunct rate. Monthly rate employees also assigned adjunct shall have seniority calculated on the same basis as the aforementioned. All employees assigned adjunct shall appear on a blended seniority list.
3. Discipline is defined as a subject or service area as listed in Appendix E. New disciplines may be added to the list by the District. An existing discipline may be divided into more than one discipline or a new discipline may be created for the purpose of adjunct assignment and seniority by the mutual consent of the parties.
4. An adjunct employee may have a number of "seniorities," i.e. he/she may be assigned on more than one campus or in more than one discipline or in more than one class.
5. An adjunct employee on a paid leave of absence shall remain on the seniority list(s) during that semester. Adjunct employees with a break in service (names removed from the list[s]) shall not recapture their past seniority date if rehired. Paid leaves of absence do not constitute a break in service. An adjunct employee shall lose all seniority rights and his/her name shall be removed from the seniority list(s) if he/she refused to accept an assignment for three consecutive semesters or for four semesters out of five consecutive semesters. In a case where a temporary status instructor is on an adjunct seniority list and has been offered an adjunct class, and that instructor is of limited eligibility status so is ineligible for assignments totaling more than 60% of a full load in regular funds, and the instructor has received one or more monthly rate assignments which together with the adjunct class would exceed the 60% limit in regular funds, if the instructor refuses the adjunct assignment that refusal will be counted as a withdraw and not as a refusal, with respect to the calculation of seniority. (For the purposes of this section, an adjunct employee has not declined an assignment if he or she has already accepted a PACE assignment with a college and therefore is unable to accept an adjunct assignment within a department at that college.)

6. Time of Chairs or Vice Chairs compensated under Article 17. F.6 shall be credited toward one discipline, one class seniority. In addition, released time under Article 8.I granted to a faculty member for service as an AFT officer, Chapter President, Grievance Representative or member of the AFT negotiating team shall be credited toward one discipline, one class seniority.
7. There shall be no ties on the seniority list. If a tie in seniority dates exists, the tie shall be broken by lot.
8. An adjunct employee gains a semester towards placement on a seniority list when he/she accepts and completes an adjunct assignment. An adjunct instructor not on the seniority list shall be placed on that list if and only if he/she serves an adjunct assignment in the discipline for three semesters and is offered and accepts an assignment in the discipline for a fourth semester, all four semesters occurring within a period of eight consecutive semesters. For a non-classroom assignment in a discipline, for a semester to count toward gaining seniority for an adjunct faculty member, the faculty member must work at least sixteen (16) total adjunct hours in that discipline during that semester. The eight-semester rule listed above for instructors applies to faculty members gaining seniority for such non-classroom assignments.
9. Disputes relating to the seniority list(s) shall be resolved by the appropriate administrator.

C. Termination: Reduction in Force and Dismissal

1. Whenever in a discipline on a given campus it shall become necessary to reduce the number of adjunct employees between semesters or years or within a given semester, the seniority date of the employee in a given discipline on a given campus shall determine which employee(s) shall continue to be offered adjunct assignments, 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 assignment.
2. An adjunct employee shall be notified in writing of the reasons for termination due to reduction in force.
3. An adjunct employee already on a seniority list and not assigned a class due to reduction in force shall remain on the seniority list and shall retain the right to be continued for six semesters.
4. If an adjunct employee is removed from the seniority list and is subsequently rehired, he/she shall not recover his/her past seniority date.
5. An adjunct employee may be removed from a seniority list if the President or his or her designee concludes that the adjunct employee does not meet the standards of performance required of academic employees at the college. The conclusion of the President shall be based upon two evaluations under Article 19 indicating an overall evaluation of "needs improvement" or "unsatisfactory," with the most recent evaluation indicating an overall evaluation of "unsatisfactory." An action removing an adjunct employee 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 President was arbitrary or capricious.

6. An adjunct employee may be dismissed from employment and removed from a seniority list for one or more of the causes listed in Education Code Section 87732. Before an employee is dismissed pursuant to this section, the President or his or her designee shall give the employee:
 - 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; and
 - c. an opportunity to meet with the President or his or her designee to discuss the matter and present any reasons why the dismissal should not occur.

If the adjunct employee being dismissed pursuant to this section has seniority, the action of the President or his or her designee shall be subject to review pursuant to the grievance procedure contained in Article 28. If the adjunct employee does not have seniority, the action of the President or his or her designee shall be final and shall not be subject to review pursuant to the grievance procedure contained in Article 28.

D. Adjunct/Monthly Rate - Bumping

1. Before a monthly rate employee exercises his or her right to bump, he or she should discuss the following options with his or her department chair, in an effort to eliminate the need to bump:
 - a. teaching a class during a summer or winter intersession as part of the annual load obligation; or
 - b. accepting an underload with the understanding that an overload will be required to balance the annual load obligation within the next semester.
2. Any monthly rate employee may bump an adjunct employee if the monthly rate employee must teach an adjunct class in order to obtain a full schedule. The monthly rate faculty member should bump the least senior person possible on the seniority 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 5 workblocks, the additional workblock pay increment may be waived (See also Article 13.D.4.d.) The adjunct employee bumped shall be entitled to bumping rights.
3. If an adjunct employee on a seniority list loses his/her assignment, he/she shall have a right to bump another adjunct employee as indicated in this Section. When this occurs, every effort shall be made to bump the adjunct employee with the least seniority. An adjunct employee who loses his/her assignment due to bumping shall remain on the seniority list. An adjunct employee shall be paid for the service rendered.
4. 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.
5. The Vice President of Academic Affairs shall maintain records of all bumps and those records may be viewed by the AFT.

- E.** Notwithstanding any other provision of this Article, the District shall have the authority to make and terminate assignments in a manner that will ensure that the workload of each adjunct employee who is a part-time temporary faculty member does not exceed 60 percent 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, adjunct employees may be offered more than one assignment during a semester, provided they do not exceed 60 percent of a full-time load of scheduled duties averaged over the semester.
- F.** The college President and AFT chapter President may jointly authorize representatives of the college and the AFT to enter into formal discussions about supplementing or augmenting this Article with local rules governing adjunct seniority rights. If they do so, and if the representatives develop local rules that are acceptable to the college President and the AFT chapter the local rules shall - once ratified by the Chancellor (or his or her designee) and the President of the Los Angeles College Faculty Guild (or his or her designee) - supplement or augment this Article to govern adjunct seniority matters at the college.
- G.** In addition to the authority contained in Section E to develop local rules that supplement or augment this Article, the college President and AFT chapter President shall agree upon procedures under which the applicability of this Article can, in special circumstances and for limited periods of time, be waived. Furthermore, the President and the chapter shall adopt, and may from time to time revise, a list of courses that will be exempt from this Article because they require faculty who have special expertise, or are otherwise reasonably excluded from the retention and seniority rules contained in this Article.
- H.** In filling contract monthly rate vacancies in the faculty unit, in which there is a selection process, at least one (1) adjunct employee who is in the selection pool, who also meets any local additional requirements adopted for the position and other criteria established by the committee, must be invited to the selection interview.
- I.** Notwithstanding anything in this article to the contrary, any semester during which an adjunct employee has received released time pursuant to Article 8.I for service as an AFT officer, Chapter President, Grievance Representative or member of the AFT negotiating team shall be disregarded in determining the existence of a break in service under Section E of this article even though the employee declined or was not offered an assignment at the college during that semester.

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, who 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.

Counselors in EOPS, DSPS, Matriculation, GAIN and other specially funded programs shall not be considered external to a department. Each faculty member shall be assigned to the department of his/her plurality of assignment. Plurality provisions apply to the portion of the monthly rate assignment which is within one or more departments, and exclude those portions of the monthly rate assignment which are external to a department. Each monthly rate faculty member assigned 50% each in two departments or in more than two departments where no plurality is established shall select his/her department. (Example: An individual assigned .4 in Department A, .4 in Department B, and .2 in Department C shall select either Department A or Department B as his/her department.) Once that selection has been made, it may not be changed unless the proportion of assignment changes. A faculty member may be considered a member of only one department.

Subject to the limitations specified in this article, departments shall be established and may be modified by the President or his or her 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 administrator assigned the supervisory responsibility for a department without a Department Chair position shall assume the responsibilities assigned to the Department Chair.
4. The Child Development Center Director shall assume the responsibilities for a department without a Department Chair for the Child Development Center teachers.

B. Selection, Term and Removal of Department Chairs

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

Department Chairs shall be elected from among the contract and regular faculty of the department for a term of three years commencing on the first day of July next following the election. Except as provided in the next paragraph, to qualify as a candidate for Department Chair a faculty member must have served as a contract faculty member at the college for at least two years. 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 President or his or her designee so that it can be made available to the faculty of the department at the time of the election.

Notwithstanding the two-year service requirement specified in the preceding paragraph, a first- or second-year contract faculty member may seek to become a candidate for Department Chair by requesting a waiver of the two-year service rule. If the waiver is approved by the President or his or her designee and by the AFT Chapter President, the first- or second-year contract faculty member may run for Department Chair and, if elected, serve in that capacity.

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

The College President and the AFT Chapter President shall agree upon the terms governing the conduct of Department Chair elections at the college and the manner in which they will be supervised. In the absence of such an agreement, Department Chair elections shall be conducted and supervised under the procedures set forth in Appendix J.

2. A Department Chair may be removed from his or her assignment as Chair:
 - a. by the 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, provided the Chair has been given notice of the allegations supporting the removal and an opportunity to respond; or
 - b. by the President for unsatisfactory service as Department Chair as reflected in two evaluations of the Chair's performance in that capacity conducted pursuant to Article 19; or
 - c. following a successful recall election in which two-thirds of those present and voting voted to support the recall (abstentions are not considered votes). The College President and the AFT Chapter President shall agree upon the terms governing the conduct of recall elections at the college and the manner in which they will be supervised. In the absence of such an agreement, recall elections shall be conducted and supervised under the procedures set forth in Appendix J.

3. A Department Chair who has been removed from his or her assignment as Chair shall remain ineligible to serve as Department Chair for a period of three years following the end of the academic year during which the removal became effective.

C. Reassigned Time for Department Chairs. Each Department Chair shall be given reassigned time equal to the amount specified in the following table. To calculate the total Full-time Equivalent Personnel (FTEP) in a department, each full-time academic and classified employee assigned to the department shall be given a value of one FTEP, each adjunct faculty member (including contract or regular faculty retained to perform extra-duty assignments—i.e. EX, Extra, or Contractual Overload status—within the department) shall be given an FTEP value that equals the proportion of a full-time assignment his or her extra-duty assignments represent in the aggregate, and each part-time classified employee shall be given an FTEP value that equals the fraction of a full-time assignment that his or her position represents. The calculation shall be made annually as of the first day of the fall semester. The fall semester FTEP calculation in a given year will determine the reassigned time for the following academic year—thus the Fall 2002 FTEP determines the 2003-04 reassigned time, Fall 2003 FTEP determines the 2004-05 reassigned time, etc.

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

Full-time Equivalent Personnel in the Department as of the Beginning of the Prior Fall Semester	Reassigned Time for Chairs	Equivalent Service Std. Hours per Week
8 and up to 10	0.2 FTE	7.0 hours
more than 10 and up to 14	0.4 FTE	14.0 hours
more than 14 and up to 18	0.5 FTE	17.5 hours
more than 18 and up to 22	0.6 FTE	21.0 hours
more than 22 and up to 26	0.7 FTE	24.5 hours
more than 26	0.8 FTE	28.0 hours
Additional Time for Designated Vice Chair(s) Only		
more than 34 and up to 42	0.2 FTE	7.0 hours
more than 42	See Sec. F.5	

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

Notwithstanding anything in this article to the contrary, under special circumstances, and at the request of the department, the 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 whatever actions are necessary to retain competency and recency for return to a full-time teaching position in nursing.

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. Whether or not the Chair is entitled to receive reassigned time under Section C, however, those responsibilities and duties include but are not limited to:
 - a. Attending to budget matters such as preparing budgets, monitoring expenditures, initiating requisitions, and submitting work orders and other requests;
 - b. Leading departmental program and curriculum matters such as preparing class schedules, 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, and, when appropriate, participating in advisory committee meetings;
 - 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. Handling employment matters, such as recruiting, selecting, evaluating, and assigning faculty, classified employees and student workers in the department, and monitoring their performance;
 - e. Representing the department as an academic or service unit within the college, on college committees, task groups, or other governance bodies and serving as a reliable intermediary between the department and the college administration;
 - f. Being regularly available to students who enroll in the department's courses, or make use of the department's services, to facilitate their success, respond to their inquiries and concerns, explore their suggestions, and monitor their complaints;
 - g. Facilitating strong collegial relationships and teamwork among the department's faculty and staff; and facilitating adherence to applicable professional standards.
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 60% limit of Article 13.C.

3. Each Department Chair shall, in consultation with the appropriate Vice President or his or her designee, establish a work schedule that will minimize conflicts between the Chair's teaching or other duties and his or her performance of the duties of Department Chair. Each Department Chair shall ensure his or her availability on campus for required meetings, consultations, and other activities or events where the Chair's presence is important. And each Department Chair shall limit his or her acceptance of additional assignments or other commitments to the extent necessary to ensure that he or she will remain fully accountable for the quality, completeness, and timeliness of his or her performance of the duties of Department Chair.
4. At the beginning of each academic year, each Department Chair shall, in consultation with his or her departmental colleagues and the appropriate Vice President or his or her designee, establish annual goals for the Department. Any evaluation of a Department Chair under Article 19 shall review both the Chair's fulfillment of the responsibilities of the Department Chair assignment, and his or her contribution towards the attainment of or progress toward achieving those goals.

E. Salary Differential. Each Department Chair who is paid and assigned on the D basis under Section C shall also receive a responsibility differential in addition to any other differential he or she already receives.

A Department Chair on a sabbatical leave, a work experience leave, or any other paid leave during which he or she does not continue to perform the duties of the Department Chair assignment, shall not receive the responsibility differential for the duration of the leave.

F. Department Vice Chairs, Designated and Appointed

1. During any year in which the full-time equivalent personnel in a department totals more than 34, the department shall have at least one Designated Vice Chair. Regular faculty members, second-, third- and fourth-year contract faculty members are eligible to serve as Designated Vice Chairs. The Designated Vice Chairs shall be selected by the department and may be removed at any time by the Chair. The term of each Designated Vice Chair shall be the same as that of the Chair as long as the department size warrants having one or more Designated Vice Chairs.
2. In any department with scheduled classes taught by adjunct faculty, and in any other department where the Department Chair—after consultation with the appropriate Vice President or his or her designee—determines it is appropriate, the Department Chair may select one or more Appointed Vice Chairs. Appointed Vice Chairs serve at the pleasure of the Department Chair.
3. The role of a Designated or Appointed Vice Chair is to assist the Chair in performing specific duties normally assigned to the Chair but instead delegated to the Vice Chair. In every case, however, the Department Chair shall remain responsible for the overall quality, completeness, and timeliness of the work performed.
4. Each nursing department shall designate a Vice Chair/Assistant Director. If the nursing department has an active enrollment of 150 or more students, the Vice Chair/Assistant Director shall receive a minimum of two hours reassigned time per week to function in the role of Vice Chair/Assistant Director as defined by the Board of Registered Nursing.

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 classes taught by adjunct faculty with funding to enable the department 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 himself/herself, or to the Designated or Appointed Vice Chairs. Department Chairs and Vice Chairs who assume responsibility for supervising 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 supervise and evaluate as of the first census week as indicated below:
 - a. allow 0.5 hours for each monthly rate faculty member with EX status the Chair or Vice Chair is assigned to supervise and evaluate
 - b. allow 2.5 hours for each temporary faculty member with LT status the Chair or Vice Chair is assigned to supervise and evaluate
 - c. combine the amounts in a. and b. and round off to the closest hour.

Supervision of monthly rate faculty members with EX status and of temporary faculty members with LT status may include but is not limited to: recruiting and selecting the faculty members; initiating and monitoring the timely completion of all administrative actions needed to officially employ and properly assign the faculty members; assisting the faculty members in securing necessary and appropriate forms, supplies, tools, keys, and other relevant materials, as well as any available faculty services and resources (e.g., library services, office space, telephone and computer access, etc.); advising the faculty members about the requirements of their jobs and the expectations to which they will be held; monitoring the performance of the faculty members and, when needed, formally evaluating them as specified in Article 19.

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

H. **Acting Department Chair**

1. Whenever a Department Chair is on leave for twenty or more days, or otherwise unavailable to perform the duties of Department Chair for a period of that duration, his or her duties, reassigned time and Department Chair compensation shall be temporarily transferred to an Acting Department Chair.
 - a. For a department with one Designated Vice Chair, the Designated Vice Chair shall be designated as the Acting Chair.

- b. For a department with more than one Designated Vice Chair, the Acting Chair will be elected from among the Designated Vice Chairs by the members of the department.
 - c. For a department without a Designated Vice Chair, the Acting Chair will be designated by the Chair in consultation with the members of the department and the Vice President or his or her designee.
2. Whenever a Department Chair is on leave for fewer than twenty days, the chair shall designate a member of the department as a temporary chair without additional compensation.
- I. **Clerical Assistance.** The parties agree that the provision of adequate clerical support contributes significantly to the effective operation of departments and that it should be a part of college planning for the allocation of resources and staff. In any event, departments that are comprised of twenty or more full-time equivalent faculty members (including faculty members on leave) shall have one FTE office assistant assigned to the department.

Article 18

Reassigned Time

- A. The College President, subject to the approval of the Chancellor or his/her designee, may release or reassign a faculty member from a part or all of his/her 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 his/her 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 his/her 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 which 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

The excellence of the institution depends on the quality of its faculty members. Faculty evaluation is a method of addressing the performance of faculty. When performed conscientiously, evaluation can enhance faculty performance and promote excellence by providing positive reinforcement, constructive advice, and specific recommendations for improvement. Evaluation provides an opportunity for professional growth, recognition and improvement.

General Provisions

A. Formal evaluations have several purposes. They include:

1. Recognizing outstanding performance;
2. Improving satisfactory performance and furthering the growth of faculty members who are performing well;
3. Identifying weak performance and assisting faculty members in achieving required improvement; and
4. Documenting unsatisfactory performance.

Formal evaluations review a faculty member's performance of his or her scheduled duties as well as all of his or her other contractual and professional obligations.

B. Formal evaluations shall be conducted and documented as prescribed in this article. They shall occur at intervals that are at least as frequent as those prescribed in Sections D, H, J, K and O 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).

1. A basic evaluation is an evaluation that reviews a faculty member's performance with little, if any, structured data gathering, and without the establishment of a peer review committee.
2. 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.
3. An administrative evaluation is a review of a faculty member's performance conducted by an appropriate Vice President or his or her designee.

C. As used in this article, the terms tenured or regular faculty, probationary or contract faculty, and temporary faculty shall be defined as follows:

1. Tenured or regular faculty are those faculty members who have completed their probationary period and obtained permanent status.
2. 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.

3. Temporary faculty are those faculty members who are neither tenured nor probationary, and who are employed under a provisions of the Education Code that authorize their service as temporary employees. They may be either adjunct faculty (generally employed under Article 16) or temporary “monthly-rate” faculty.

Evaluation of Tenured Faculty

- D. Tenured faculty members shall be evaluated every three academic years. 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, unless:
 1. The faculty member elects to receive a comprehensive evaluation; or
 2. The faculty member’s Department Chair, with the concurrence of the Vice President or his or her designee, calls for a comprehensive evaluation.
- E. To initiate a formal evaluation, the appropriate Vice President or his or her designee shall send the tenured faculty member, and his or her Department Chair, a notice informing them that the faculty member will be evaluated as provided in this article and, if a comprehensive evaluation is not already required by Section D, describing how the form of the evaluation will be determined.
- F. Basic evaluations shall be conducted as follows:
 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 Vice President or his or her 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, it 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.
 3. In assessing the tenured faculty member’s performance, the individual responsible for completing the evaluation shall not be required to conduct any structured data gathering. Instead, he or she 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 tenured faculty member; the tenured faculty member’s peers or other co-workers; student evaluations, if any; self-evaluative material prepared by the tenured faculty member himself or herself; or prior evaluations). Nevertheless, by mutual agreement between the tenured faculty member and the individual responsible for completing the evaluation, the parties may specify that the evaluation shall include structured data gathering from peers or other co-workers, students, or other relevant sources to the extent they determine such data gathering will be useful and appropriate.
 4. In addition to indicating ratings of the tenured faculty member’s performance, the individual responsible for completing the evaluation may recommend that the tenured faculty member engage in appropriate personal growth or professional development activities.

5. If a tenured faculty member's overall performance on his or her basic evaluation is rated "needs to improve" or "unsatisfactory," the faculty member shall be informed in writing that he or she has the right to a comprehensive evaluation and asked if he or she wants one.
6. 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.

G. Comprehensive evaluations shall be conducted as follows:

1. The President or his or her designee shall appoint a peer review committee to conduct the evaluation. The committee shall consist of:
 - a. the appropriate Department Chair or his or her designee;
 - b. two tenured faculty members, one of whom shall be selected by the faculty member being evaluated, and one of whom shall be chosen by the department; and
 - c. the appropriate Vice President or his or her designee, who shall be a 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, or—with the approval of the President—anyone who is an academic administrator or tenured faculty member at another community college in California.

The faculty member has the option of submitting a timely challenge to the appointment of any one voting member from the peer review committee. To be timely the challenge must be received in writing by the 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 President 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 chairperson shall be to convene meetings of the committee, prepare meeting agendas, preside at committee 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 gathering or engaging in any other substantive business, the peer review committee shall prepare a plan for the evaluation that specifies:
 - a. The materials it intends to request from the faculty member being evaluated (*for example: self-evaluation materials; representative course syllabi; sample class assignments, tests, or exercises; selected course handouts; previous student evaluations, if available; 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. How it intends to inquire into the nature and extent of the faculty member's response to recommendations contained in any of his or her prior evaluations;

- d. Whom it intends to charge with the responsibility of collecting the data, whether a member of the committee or not; and
 - e. A general schedule under which the committee intends to complete its work.
- 4. Before adopting a final version of its plan, the committee shall share a draft of the plan with the faculty member being evaluated and solicit his or her comments. Once it adopts a final plan, the committee shall send a copy of the plan to the faculty member being evaluated and the Vice President.
- 5. At the conclusion of its data gathering, the peer review committee shall review all of the data collected as part of the evaluation plan, as well as any formal recommendations to the faculty member contained in his or her past evaluations. Based on that information, the committee shall complete 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:
 - a. prepare a brief narrative assessment of the faculty member's performance that reflects the committee's analysis of the data it collected; and
 - b. assign one of the following ratings: exceeds expectations, meets expectations, needs improvement.

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.

- 6. 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 satisfactory, needs to improve, or unsatisfactory.
- 7. Formal actions 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 included as a part of the summary.
- 8. In addition to completing a comprehensive evaluation summary, the peer review committee may also prepare a separate document containing any informal comments or recommendations to the faculty member being evaluated. Any such document shall be treated as a private communication to the faculty member and shall not become part of the evaluation file.
- 9. The peer review committee shall forward the comprehensive evaluation summary to the faculty member being evaluated for his or her comment. If the faculty member submits comments, 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, and any other relevant documents) to the Vice President or his or her designee. If the faculty member declines to comment, or fails to comment within five working days of the date on which the committee sent the summary to the faculty member, the peer review committee shall forward the completed evaluation file (including all of the materials referenced above) to the Vice President or his or her designee.

10. Based solely on the comprehensive evaluation summary and the accompanying materials in the evaluation file the Vice President or his or her designee shall either:
 - a. complete the evaluation by formally accepting the peer review committee's evaluation summary; or
 - b. return the evaluation to the peer review committee with a written explanation of the reasons he or she declined to accept the evaluation, and comments regarding proposed steps the committee should take to remedy the problems he or she perceived.
 11. If the Vice President or his or her 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 Vice President or his or her 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 his or her 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 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 faculty member being evaluated for his or her comment. If the faculty member declines to comment, or fails to comment within five 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 Vice President or his or her designee.
 - c. Upon receiving the evaluation summary, the Vice President or his or her designee shall complete the evaluation by formally accepting the peer review committee's evaluation summary.
 12. Once the Vice President or his or her designee has completed the evaluation by formally accepting the peer review committee's evaluation summary, he or she shall deliver the evaluation summary to the faculty member and place a copy of it in the faculty member's personnel file.
 13. The completed evaluation, when delivered to the faculty member by the Vice President, 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.
- H.** The President or his or her designee may initiate an administrative evaluation if:
1. a faculty member's overall performance on his or her comprehensive evaluation is rated "needs to improve" or "unsatisfactory;" or

2. the 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 President warrant further review and documentation through an administrative evaluation; or
3. the 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 President 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 shall be commenced within thirty working days of the completion of the basic or comprehensive evaluation. Furthermore, it shall be concluded within sixty days after it was commenced.

I. Administrative evaluations shall be conducted as follows:

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

All such input shall be considered by the Vice President or his or her designee before he or she completes the administrative evaluation.

2. The Vice President or his or her designee may, if it is appropriate to the evaluation, observe the faculty member as he or she teaches or performs his or her other duties, conduct student evaluations with prior notification to the faculty member as to when such student evaluations would occur, or collect relevant data through other appropriate data collection methods.
3. The administrative evaluation shall be recorded on the appropriate administrative evaluation form (see Appendix C). Once the Vice President or his or her designee has completed the form, he or she shall deliver the evaluation to the faculty member and place a copy of the form in the faculty member's personnel file.
4. The completed administrative evaluation, when delivered to the faculty member by the Vice President, 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 administrative evaluation contained in the faculty member's personnel file.

Evaluation of Tenured Faculty Serving as Directors, Instructors Special Assignment, Consulting Instructors, College Nurse or in Similar Assignments

- J.** Tenured faculty members who are serving as Directors, Instructors Special Assignment, Consulting Instructors, College Nurse or in similar assignments shall be evaluated every three years in accordance with this Article generally and Sections D through I in particular provided, however, that if the faculty member is not a member of a department (counselors in EOPS, DSPS, Matriculation, and GAIN/CALWORKS are not external to a department) and reports directly to a supervisor, the evaluation shall instead be conducted as specified in Sections D through I with the following modifications:
- 1.** For a basic evaluation, the evaluation shall be recorded on an appropriate Specialized Evaluation Form completed by the faculty member's supervisor; and
 - 2.** For a comprehensive evaluation, in place of the peer review committee described in Section G.1, the President or his or her designee shall appoint a committee consisting of:
 - a.** The faculty member's supervisor or his or her designee; and
 - b.** Two tenured faculty members, one of whom shall be selected by the faculty member being evaluated, and one of whom shall be chosen jointly by the 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.

Evaluation of Department Chairs

- K.** During a faculty member's service as a Department Chair, his or her performance of the Department Chair's duties and responsibilities shall be evaluated at the end of his or her first year of service as Department Chair and at least once every other academic year thereafter.
- L.** The evaluation of a Department Chair shall be conducted in the same manner as an administrative evaluation with the following modifications:
- 1.** In place of the list of individuals specified in Section I.1, the Vice President or his or her designee shall solicit information about the Department Chair's performance of his or her duties and responsibilities as chair from appropriate faculty and staff in the department, as well as any others the Vice President or his or her designee believes should have relevant information the faculty member's performance as Department Chair.
 - 2.** Rather than recording the evaluation on an administrative evaluation form, the Vice President or his or her designee shall record the evaluation on the Department Chair Evaluation Form (see Appendix C).
- M.** 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.

Departments Without Chairs

- N.** The administrator assigned the supervisory responsibility for a department without a Department Chair shall assume the responsibilities delegated to the Department Chair by this Article. The Child Development Center Director shall assume the responsibilities delegated to the Department Chair by this Article for the evaluation of Child Development Center Teachers.

Evaluation of Temporary Faculty

- O.** Temporary faculty shall receive a formal 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 F, above. However, temporary faculty members shall not have the right to receive a comprehensive evaluation following a basic evaluation as provided in Sections F.5 and 6. Nevertheless, any temporary 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 faculty member's performance was rated "unsatisfactory." Evaluations of all temporary faculty already on a seniority list shall commence in the first fall semester that occurs after the effective date of this article.
- P.** To initiate a formal evaluation, the appropriate Vice President or his or her designee, shall send the temporary faculty member, and his or her Department Chair, a notice informing them that the faculty member will be evaluated as provided in this article and specifying the time by which the evaluation should be completed.

Evaluation of Probationary Faculty

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

Effective Date

- R. This Article shall become effective on July 1, 2003.**

The initial use of the evaluation procedures set forth in the Article to evaluate tenured and temporary faculty will be phased in as follows: faculty members whose employee numbers are evenly divisible by three will be evaluated using the procedures during the first fall semester that follows the effective date of this Article; faculty members whose employee numbers are divisible by three with a remainder of 1 will be evaluated using the procedures during the second fall semester that follows the effective date of this Article; and faculty members whose employee numbers are divisible by three with a remainder of 2 will be evaluated using the procedures during the third fall semester that follows the effective date of this Article. In the case of tenured faculty, if the employee number is an odd number the initial evaluation under this article shall be a basic evaluation. If the employee number is an even number the initial evaluation under this article shall be a comprehensive evaluation.

Article 20

Resignation

- A. Definition.** A resignation is a voluntary statement on the part of a faculty member that he/she wishes 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 with a Request for Personnel Action (RPA) to the Office of Personnel Operations. 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 District Office of Personnel Operations.
 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 District Office of Personnel Operations. If a request to withdraw a resignation is postmarked and received within five 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 Office of Personnel Operations, 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 his/her 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 Department of Human Resources 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 his/her designee.
 - 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.
- F.** In accordance with A. above, the FSA’s of the Los Angeles Community College District are listed in Appendix F. Changes in the faculty discipline list maintained by the Board of Governors in the document “Minimum Qualifications for Faculty and Administrators in California Community Colleges” shall be considered incorporated into Appendix F.

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.** 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.
- C.** 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. 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 or more years before his or her 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 calendar days after the effective date of the faculty member's retirement and at least forty-five days before the beginning of the term during which the faculty member wishes to receive his or her 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 his or her retirement date falls outside of a semester) the semester immediately preceding his or her 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 Growth

Professional Growth Committee

- A.** The Professional Conference and Tuition Reimbursement Funds established at each college pursuant to this article shall be administered under procedures adopted by a Professional Growth Committee composed of one academic administrator selected by the 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:
 - 1.** Recommend the award of reimbursements or other authorized disbursements from the Professional Conference and Tuition Reimbursement Funds 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 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 Funds in an appropriate manner. Without clear evidence to the contrary as to the appropriateness, such disbursements shall be accepted.
 - 5.** Provide a bi-annual accounting of all funds under the committee's jurisdiction to all faculty at the College in a manner agreed upon by the committee.

Professional Conference Fund

- D.** Each college shall establish a Professional Conference Fund to be used 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 \$1,000 per faculty member for any conference, workshop or seminar. Whether or not a particular cost qualifies as being “necessary and reasonable” shall be determine 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 Fund. The form of the application shall be specified in the college procedures, but shall include, at a minimum, the nature and purpose of the conference, workshop or seminar, an itemization of the estimated costs to be incurred, and the amount of funding requested.
- F.** If a college directs a faculty member to attend a conference or meeting all of his or her necessary and reasonable costs for fees, travel, board, and lodging shall be reimbursed by the college. If the Professional Growth Committee does not recommend funding the faculty member’s attendance at the conference or meeting, or if there are insufficient funds available from the Professional Conference Fund for any other reason, the college shall allocate the funds needed from other sources.

Tuition Reimbursement Fund

- G.** Each college shall establish a Tuition Reimbursement Fund to be used to reimburse faculty members for the cost of tuition paid for enrollment in credit courses at accredited colleges or universities, or participation in workshops, institutes, or other organized activities that are similar programs of formal training and instruction such as those offered by recognized business, industry, governmental, professional, and occupational organizations or associations.
- H.** To be eligible to receive reimbursement, a faculty member must be employed as a contract or regular faculty member, or as an adjunct faculty member who is on a seniority list under Article 16. In addition, he or she must comply with all of the requirements set forth in the procedures governing the administration of the college's Tuition Reimbursement Fund. At a minimum, those procedures shall require the faculty member to:
- 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 members wishes to complete the course or program, as well as the benefits the faculty member and the college should derive from that completion; and specifies the amount of tuition reimbursement sought;
 - 2.** successfully complete the course or program for which reimbursement is sought; and

3. submit acceptable evidence of successful completion of the course or program, as well as valid proof of the tuition paid by the faculty member within sixty calendar days after the course or program ends.

Unless otherwise expressly provided for in a college's 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 \$2,000, whichever is less.

- I. To provide a minimum level of funding at each college for the purposes of this article, the District shall appropriate the following amounts for distribution to the colleges: \$200,000 for fiscal year 2005-2006; \$225,000 for fiscal year 2006-2007; and \$250,000 for fiscal year 2007-2008. 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. Unless the Professional Growth Committee decides to divide the college's allocation differently, sixty-five percent of the allocation shall be placed in the college's Professional Conference Fund and thirty-five percent in the college's Tuition Reimbursement Fund.

Article 24**Personnel Files**

A. Definition. A personnel file will mean the personnel file compiled on an employee and maintained in the Human Resources Division or in the President's office at the campus. These files shall not include a supervisor's personal notes and the records relating to grievances and arbitrations. The materials in these files shall be the only personnel records which may be used by the District in any proceedings which affect the status of the employee.

B. Placing Materials in the File

1. A faculty member shall be provided a copy of all written material prior to the time it is placed in his/her personnel file. No material may become a part of an employee's record, placed in his/her personnel file, until the employee has been provided a copy of such material and had an opportunity to respond. Such material shall be provided to the employee within a reasonable period of time after receipt of said material.
2. Materials may be placed in the file by the appropriate administrator whose name shall be noted on the material so placed, along with the date of such placement.
3. Adverse material which has been placed or will be placed in an employee's personnel file shall not be retained in that file for more than four years after original receipt of the materials unless the employee asks that the material be retained.

C. Viewing the File

1. An employee shall have the right at any reasonable time to inspect his/her personnel file.
2. The employee may be accompanied by a representative of the AFT.
3. The employee's AFT representative shall have the right, with the written consent of the employee, to inspect the employee's personnel file at a reasonable time.

Article 25**Leaves****A. General Policy on Leaves of Absence**

1. **Definition.** A leave of absence is 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 employees if requirements have been met and reasons suitably documented. Such leaves are: Bereavement, Illness, Industrial Accident, Family Illness, Rest, Maternity, 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, as well as participation in the Pre-Retirement Reduced Workload Program.
 - b. **Optional Leaves.** All other leaves requested by employees may or may not be granted, depending on status and service of the employee, 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.
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. No leave, except military, may be written beyond the expiration date of the employee's credential covering service in the position or beyond the termination date of his/her assignment. 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 his/her 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 his/her designee. Leaves are consecutive if not separated by regular service for at least 130 days.
5. **Compensation and Benefits.** Employees on leave may receive full pay, part pay, or no pay depending upon the type of leave. Unless otherwise indicated, a faculty member without fringe benefits due to being on leave shall be eligible to retain fringe benefits by paying the cost of his/her fringe benefit package. Each employee granted leave shall, at the time notification of leave approval is given, receive written indication of this right and a timetable and schedule for fringe benefit package payment. Employees not electing to pay fringe benefits shall have their coverage rescinded until return from leave. Each employee granted leave shall, at the time notification of leave approval is given, be so informed. A faculty member on leave whose fringe benefits package has been rescinded, shall have that package automatically reinstated on the date of official return to service in accordance with the re-enrollment provision of Article 27, Benefits.

6. Request Procedure

- a. Leaves for fewer than 21 working days shall be requested orally and granted orally by 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 employee and the Division of Human Resources approves the eligibility of the employee 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. Employees, 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 Vice Chancellor 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.** Employees 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 employees in service.
12. **Effect on Assignment.** An employee returning from leave is reassigned to the college or division from which leave was taken unless a transfer would have been made if the employee had been on duty.
13. **Return to Service.** Request to cancel an approved leave or to return to service prior to expiration date of leave will be considered by the 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 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 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 employees are eligible for a bereavement leave except a day-to-day substitute.

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

3. Length and Time of Leave

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

4. Compensation

- a. Regular salary shall be paid for a maximum of three or five days absence for each instance of absence due to bereavement as described above.
- b. Salary payment must be authorized by the College President or Vice Chancellor and reported on the time card.

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

6. Request Procedure. Make oral request to College President or Vice Chancellor. Evidence of bereavement may be requested by the College President for approval of salary payment.

C. Exchange Leave (*Optional*)

1. **Definition.** An exchange leave is a leave granted to permit an employee to serve as an exchange employee in any foreign country or in any state, territory, or possession of the United States.
2. **Status Requirement.** Employee 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 employee 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 employee shall serve at least two consecutive years with a minimum of 130 days of full-time service each year before eligible for another exchange assignment.
- b. **Step Advance.** Credit for service on an exchange leave counts toward step advance as if service were in the District. An employee 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 Office of Personnel Operations verifying this service.
- c. **Retirement.** Service on an exchange leave counts toward retirement if approved by STRS. If retirement contributions are not deducted from compensation, the employee 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 an employee 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 employee. A jury duty leave is a form of governmental leave granted to an employee for the actual time he or she needs to be absent to comply with a summons for jury duty.
2. **Requirements**

STATUS: All employees except day-to-day substitutes.

SERVICE: Employee 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 employee, deducted from his or her regular earnings.
5. If a faculty member is compelled to miss two or more class sessions because of a governmental order or summons to jury duty, or if he or she believes there is a significant likelihood that that will happen, he or she should consult with his or her department chair or dean, if appropriate, to assist in determining any action (e.g., procurement of a substitute) that needs to be taken under the circumstances and how best to attend to the instructional needs of the faculty member's students while he or she is absent.
6. If the responsible committee of the Academic Senate determines it is appropriate, a faculty member who actually serves as a juror during a period in which his or her assignment does not normally require their presence on campus may use their jury service to fulfill part of his or her professional development obligation, up to a limit of six hours.

E. Illness Leave (*Mandatory*)

1. **Definition.** Illness leave is a paid leave granted to a faculty member if he or she is:
 - a. incapacitated by illness or injury;
 - b. absent from duty because of a quarantine occasioned by his or her own or another's illness;
 - c. required to care for a spouse, qualified domestic partner, child, parent or other member of his or her close family who is incapacitated by illness or injury.
2. **Full-pay Illness Leave.** Faculty members shall be credited with full-pay illness leave as follows:
 - a. **Monthly Rate Faculty** (*for the purposes of this section, "Monthly Rate Faculty" means contract faculty, regular faculty, and temporary faculty who are assigned and paid on a monthly rate basis*).
 - (1) On July 1 of each year, each Monthly Rate Faculty Member assigned on "A" or "D" basis shall be credited with twelve days of illness leave and those assigned on "B" or "C" basis shall be credited with ten days of illness leave. A Monthly Rate Faculty Member employed less than full-time shall be entitled to that proportion of the number of days granted a full-time employee that is most nearly equal to the percent of a full-time assignment for which he or she is employed.
 - (2) Notwithstanding Section 2.a.(1), a full-time Monthly Rate Faculty Member on unpaid leave of absence shall have his or her entitlement to illness leave reduced by one day for each month the employee is on the leave of absence without pay, and in similar circumstances a Monthly Rate Faculty Member employed less than full-time shall have his or her entitlement to illness leave reduced on a pro rata basis.
 - b. **Temporary Adjunct Faculty.** Temporary adjunct faculty are credited with illness days based on the number of days per week assigned as per the intent of Ed. Code Section 87781. For instance, if an adjunct works two days per week in both fall and spring semesters (such as a one TTH class) he/she shall have been credited with 4 illness days. If he/she worked MTWTh in fall and MW and S in spring, the illness credit would be 7 days for that academic year. Illness balances may be checked via ESS.
 - c. **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.
 - d. **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.3, 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. Compensation for Full-Pay Illness Leave and Deduction of Leave Hours

- a. When a faculty member is absent on illness leave and such absence has been properly reported and verified, the faculty member will be paid his or her full salary for the days of absence up to the total number of days of full-pay illness leave he or she has accumulated (or, for temporary adjunct faculty, until the end of the semester, whichever is first). Thereafter, he or she may be eligible for extended illness leave as provided in Section 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 member requires illness leave. As provided in Section 7, below, illness leave shall not be deducted for holidays that fall within the term of an illness leave, nor shall it be deducted for any faculty vacation day or other day on which the faculty member is not required to be available for duty.
- c. If a faculty member is absent for less than a whole day, full-pay illness leave shall be deducted as specified in the following table:

Hours of Scheduled Duties Per Day (Including Office Hours)														
	1	2	3	4	5	6	7	8	9	10	11	12		
Hours Absent	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			Leave Days Deducted →						1.00	0.89	0.80	0.73	0.67
	9									1.00	0.90	0.82	0.75	
	10										1.00	0.91	0.83	
	11											1.00	0.92	
	12												1.00	

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

a. Monthly Rate Faculty

- (1) Extended illness leave shall commence if the Monthly Rate Faculty Member is unable to work because of illness, injury, or quarantine, and after he or she has exhausted all of his or her accumulated full-pay illness leave. Once commenced, the extended illness leave can continue until 100 days have elapsed since the first day the faculty member was absent because of illness, injury, or quarantine, including the days that were covered by full-pay illness leave.
- (2) When a Monthly Rate Faculty Member is absent on extended illness leave and such absence has been properly reported and verified, the faculty member will be paid one-half of his or her full salary for the days of absence up to the total number of days specified in Section 5.a.(1). Extended illness leave shall be granted in increments of not less than one full day for each working day of absence.

b. Temporary Adjunct Faculty

- (1) A temporary adjunct faculty member who is on a seniority list under Article 16 is eligible for extended illness leave if he or she is unable to complete an assignment during a semester because of illness, injury or quarantine, and after he or she has exhausted all accumulated full-pay illness leave. Once commenced, the extended illness leave can continue until fifty days have elapsed since the first day the faculty member was absent because of illness, injury, or quarantine (including the days that were covered by full-pay illness leave), or the end to the semester, whichever is first.
- (2) When a temporary adjunct faculty member is absent on extended illness leave and such absence has been properly reported and verified, the faculty member will be paid one-half of his or her full salary for the days of absence up to the total number of days specified in Section 5.b.(1). Extended illness leave shall be granted in increments of not less than one full day for each scheduled working day of absence.

c. Other Faculty

- (1) Other faculty are not eligible for extended illness leave.

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

a. Monthly Rate Faculty

- (1) 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 N. If the Monthly Rate Faculty Member applies for an unpaid leave, an initial leave of up to one year shall be granted.
- (2) 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

- (1) 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 N for the remainder of the term. If the faculty member applies for an unpaid leave for the remainder of the term, it shall be granted. If the faculty member fails to return to work, resign, or apply for an unpaid leave, his or her assignment shall be terminated and, notwithstanding anything in Article 16 to the contrary, he or she shall remain ineligible to receive any new assignments until he or she submits an "Attending Physician's Statement" certifying that he or she is able to perform faculty work.
- (2) After the exhaustion of all accumulated illness leave, a faculty member who is not a Monthly Rate Faculty Member or a temporary adjunct faculty member shall return to work or resign. If the faculty member fails to return to work or resign, his or her assignment shall be terminated and he or she shall remain ineligible to receive any new assignments until he or she submits an "Attending Physician's Statement" certifying that he or she is able to perform faculty work.

- 6. Effect of Illness Leave on Holiday Pay.** If an employee who is eligible for illness payment as indicated above receives pay because of illness, injury, or quarantine on either side of a holiday period for which he/she qualified for holiday pay, he/she shall receive holiday pay for the holiday period and the days of the holiday period shall not be considered as days of illness or injury leave.

In case a holiday occurs on the first day of the employee's assignment, and he/she receives pay because of illness, injury or quarantine on the first day of his/her assignment following the holiday, the holiday shall not be considered as a day of illness or injury leave. In case a holiday occurs on the last day of the employee's assignment, and he/she receives pay because of illness, injury, or quarantine on the last day of his/her assignment preceding the holiday, the holiday shall not be considered as a day of illness or injury leave.

- 7. Effect of Illness Leave on Benefits.** Time on illness leave with pay counts for step advance, retirement, and vacation; credit in full for step advance and vacation, and full or half, according to the pay allowed, for retirement. Time on illness leave does not count as service in meeting requirements for other types of leaves.
- 8. Effect of Illness Leave on Seniority.** Except as otherwise provided in Article 16, time on illness leave does not affect a faculty member's seniority. However, a faculty member may not begin a new assignment offered under Article 16 unless he or she is able to begin performing the duties of the assignment when it commences.

9. Notification and Request Procedure

- a. Whenever the use of illness leave is appropriate, it is the responsibility of the faculty member to notify an appropriate college official of the need to use illness leave. Notification must occur either sufficiently in advance of the start of any scheduled duties the faculty member will miss to permit 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 an employee has reasonable cause to believe that he or she will need to be absent on illness leave during twenty or more consecutive working days, he or she shall submit a completed written Leave of Absence Request Form accompanied by an Attending Physician's Statement signed by a licensed physician or other licensed practitioner verifying the fact that the employee cannot work because of illness or injury or that a member of the employee's immediate family is incapacitated by illness or injury.

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

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

12. Return to Service

- a. Each faculty member who has been absent because of illness or injury for five consecutive work days or more, shall, at the request of the District, submit a statement from his or her physician or other licensed practitioner stating the reason for the absence and certifying the employee's ability to return to work.
- b. Each faculty member who has been absent because of illness or injury for twenty consecutive work days or more, shall not return to work until he or she has submitted a "Certification of Illness or Injury" card and a "Permit to Return to Work" signed by his or her physician or other licensed practitioner stating the reason for the absence and certifying the employee's ability to return to work. At the request of the District the faculty member shall also submit to a health examination by a physician retained by the District.

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

- a. A faculty member who wishes to donate illness leave must be employed as a regular faculty member. He or she must also have an accumulated full-pay illness leave balance of at least 102 days.
- b. To be eligible to receive donated illness leave, an employee must:
 - (1) be employed as a regular faculty member;
 - (2) have exhausted all of his or her accumulated full-pay illness leave and any available extended illness leave and vacation leave; and
 - (3) be incapacitated by a serious illness or injury.
- c. No faculty member may donate more than two days of illness leave per year (in one day increments).
- d. To initiate the donation of illness leave a faculty member shall sign and submit an illness leave donation form provided by the District.

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

15. Details of illness day accrual and expenditure may be found in PG B569.

F. Industrial Accident Leave (*Mandatory*)

1. **Definition.** An industrial accident leave is one granted for absence because of occupational illness or injury which arose out of and in the course of District employment, and which qualifies under Worker's Compensation, in order to preserve illness benefits for subsequent illness or injury which is not job connected.
2. **Length of Leave**
 - a. Leave shall be granted from the first day of absence resulting from industrial accident or illness but shall not exceed 60 working days (when the employee would have been performing his/her duties) for one accident, and shall not extend beyond the last day for which temporary disability indemnity is received. The allowance is reduced by one day for each day of authorized absence regardless of the amount of a temporary disability indemnity award.
 - b. The 60 days is not accumulative from year to year. In case the absence extends into the following year, only the unused amount of leave for the same accident is available.
3. **Extension of Leave.** An employee 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 employee 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 Operations Division.
 - a. The District will issue appropriate salary warrants, including the amount of the temporary disability payments, but not exceeding the employee's full salary. Such warrants are subject to normal retirement and other authorized deductions.
 - b. During the initial 60-day absence, the employee shall receive the difference between his/her regular salary and the compensation received from the Compensation Fund; such payment is not charged against the employee's accumulated illness balance. If the 60-day maximum is exceeded, the employee may start drawing the regular illness compensation to which he/she may be entitled.
 - c. A full day's salary for an employee is the salary for one-twentieth of the average number of hours for which pay was received for the pay periods within his/her assignment code basis during the year immediately preceding the beginning of the leave.
 - d. When vacation or any paid leave, except an industrial injury or industrial illness leave, is used in conjunction with temporary disability benefits derived from workers' compensation, the vacation or leave shall be reduced by not more than the amount necessary to provide a full day's salary when added to the temporary disability benefits.
 - e. If an employee has received a final settlement for permanent industrial disability and, after the final settlement, is absent because of illness arising from the industrial accident or because of the continuation of the industrial illness, he/she may be entitled to regular illness or injury leave benefits. The allowance made in a final settlement is not subject to deductions under this rule.
5. **Effect on Benefits.** Time on industrial accident leave does not constitute a break in service; the first 60 days is not charged against illness pay balance; time does count toward salary advance and retirement credit; 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 employee usually reports for work and extends through the last day for which injury is claimed until the hour the employee is engaged in any gainful employment. The employee will be required to forfeit any injury pay received from the District during any period of employment.
- b. An employee 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, employee may be placed on some other type of paid or unpaid leave for which he/she meets eligibility requirements.
4. **Compensation.** When an employee is absent because of such assault and/or battery, the employee will be paid his/her full salary (for the assignment in which serving when injured) for a maximum of one calendar year. Except for the one year provision, compensation is paid under the same provisions as apply to other industrial accidents (See PG B417).
5. **Multiple Assignments.** Persons who have multiple assignments will be given assault and battery leave from the assignment in which the injury occurred and from any other certificated assignments in which the employee is eligible for illness absence pay.
6. **Additional Provisions.** See also PG B 417 for additional provisions relating to industrial accidents.
7. **Report to Law Enforcement Agency.** It is the duty of any employee who is attacked, assaulted, or menaced by any person, and the duty of any person under whose direction or supervision such employee 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 employee 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.** Employee shall attach a statement to the appropriate leave request form from a licensed physician verifying the fact that the employee cannot work because of injury, and a copy of the report to the Law Enforcement Agency.
9. **Return to Service.** Health approval is required before return to service from injury.

H. Organization Leave (*Optional/Mandatory*)

1. **Definition.** An organization leave is a leave which is granted to enable an employee 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 optional.

2. Requirements

STATUS: Employee must have probationary or permanent 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 an employee to be absent without loss of pay when the specific conditions or events (see below) require the personal attention of the employee during his/her assigned hours of service and involve circumstances the employee cannot reasonably be expected to disregard.

2. Requirements

STATUS: Employee must hold other than temporary or substitute status only at the time of the leave or be in a status which qualifies the employee for illness pay.

SERVICE: No prior service is required for those with regular status. Service in prior status is required for substitutes.

3. **Length of Leave.** Leave may be requested for one or more hours of absence. The total paid hours allowed in any one academic year shall not exceed the equivalent of six days.

4. **Compensation.** Full salary will be paid upon approval for all hours of absence for which proper certification is made which do not exceed the above limits and which do not exceed the total full-pay illness balance of the employee. All hours paid will be deducted from the full-pay illness balance of the employee.

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.** An accident to any employee’s person (not covered by illness leave or industrial accident leave),
- c. (3*) or to his/her property or to the person or property of a member of his/her family (see “a” above), which is serious and requires the attention of the employee during his/her assigned hours of service.
- d. (4*) **Court Appearance.** Appearance in court as a litigant. (The employee must return to work in cases where it is not necessary for him/her to be absent the entire day.)
- e. (5*) **Witness.** Appearance as a witness under an official governmental order:
 - (1) Each date of necessary attendance under such order, other than the date specified in a subpoena, shall be certified to by the clerk or authorized officer of a court or other government jurisdiction; and
 - (2) In any case in which a witness fee is payable, such fee shall be collected by the employee and remitted to the Operations Division; and
 - (3) The employee must return to work in cases where it is not necessary for him/her to be absent the entire day.
- f. (6*) **Family Illness.** Illness of a member of the employee’s family (see “a” above).
- g. (7*) **Paternity.** Birth of a child.
- h. (8*) **Home Protection.** Necessary action taken by employee to protect his/her domicile occasioned by a natural event such as a flood or fire.
- i. (9*) Any other significant event, personal to the employee, for which other paid leave of absence is not authorized, which, under the circumstances, the employee cannot reasonably be expected to disregard, and which requires the immediate attention of the employee during his/her assigned hours of service.

6. Limitations

- a. The days allowed shall be deducted from and may not exceed the number of full pay days of illness or injury leave to which the employee 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 an employee without being deducted from the number of full pay days allocated to the employee; if unused, such days shall not accumulate from year to year.
- b. Personal necessity leave shall not be granted during a scheduled vacation or a leave of absence.

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

- c. Personal necessity leave shall not be granted for an employee organization meeting, or employee organization activity unless the leave is approved by the Chancellor or his/her designee.
 - d. Personal necessity leave shall not be granted for work stoppage activities.
 - e. The employee is to return to work whenever it is not necessary for him/her to be absent for the entire day.
- 7. Request Procedure.** Employee must fill out district form including specific explanation of reason for absence and file it with the administrator of the college or division. 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 employee's administrator that the absence was due to a situation designated as a personal necessity within the limits described above. The administrator shall take whatever steps are necessary to satisfy himself/herself that a personal necessity did exist. Requests approved and signed by the administrator are to be retained with the payroll records of the college or 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 half-time 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.** A Family and Medical Leave is one granted to an employee who is compelled to be absent from duty because of the employee's own serious health condition which makes it impossible to perform essential job functions; the birth or adoption of a child, or receiving a child for foster care; or caring for a sick spouse, child or parent with a serious health condition.

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

- a. biological, adopted and foster children under eighteen (18) years of age
- b. anyone under eighteen (18) years of age who is treated as the employee'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 employee as a son or daughter when the employee was under eighteen (18) years of age or disabled
- e. common-law husbands and wives; qualified domestic partners

2. Requirement.

STATUS: Employee must have permanent status in the District on the effective date of the leave.

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. 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.

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

4. Compensation. No salary will be paid by the District for the period of the leave. The employee may elect to use other leave time, such as Illness.

5. Effect on Benefits

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

L. Maternity Leave (Mandatory)

1. Definition. A Maternity Leave is an unpaid leave of absence for a prescribed period of time granted because of pregnancy of the employee and is generally the period of time during which the employee is physically disabled and unable to perform her regular duties due to pregnancy, miscarriage, childbirth and recovery therefrom.

2. Requirements.

STATUS: Probationary or permanent.

3. **Length of Leave.** The duration of such leave of absence shall be for a period not to exceed the period of confirmed pregnancy. Paid time is possible if the eligible employee uses existing illness leave and/or elects to use any other approved leave option she was eligible such as loadbanking and/or an annual load assignment in a pattern that permits time off.
4. **Compensation.** Maternity Leave is an unpaid leave. However, for the period of time during which the employee is physically disabled and unable to perform her regular duties due to pregnancy, miscarriage, childbirth and recovery therefrom, she shall be permitted to utilize her illness absence pursuant to Section E, Illness leave, of this Article. Additional paid time is possible if the eligible employee coordinates the medical benefits described in Section K and/or elects to use any other leave option for which she was eligible such as loadbanking 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.

M. Military Leave (*Mandatory*)

1. Indefinite Military Leave

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

2. Temporary Military Leave

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

N. Work Experience Leave (*Optional*)

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

Such employment must be:

- a. Approved in advance,
 - b. With an established organization or business enterprise, and
 - c. Must provide a substantial increase in the employee's skill, knowledge, and understanding of his/her regular assignment.
2. **Requirement.** A permanent employee may be granted a work experience leave of absence based upon the same standards as those required for a sabbatical leave. Service requirement 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 employee who has been granted a work experience leave of absence and who has complied with the provisions under which such leave was granted shall receive fifty (50) percent of his/her regular salary for the period of time for which such leave is granted, computed on a monthly basis; provided that, during the work experience leave period, compensation for new employment in excess of fifty (50) percent of the regular salary of the employee shall be deducted from allowable salary while on such leave of absence. Compensation for new employment during a work experience leave must be verified in writing by the employer. Allowable compensation for employment accepted during each semester of a work experience leave shall not include compensation from a continuation of any extra employment which the employee 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 personnel on various assignment bases to be the actual length of the work experience leave. In case 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 employee 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 employee 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 employee were rendering service in the District, if such payment is requested by the employee.

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

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

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

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

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 employee under the terms of the leave agreement; provided, however, that the Chancellor or his/her designated representative had been notified as soon as practicable, of such accident or illness.
- b. **Failure To Complete Requirements Due To Other Causes.** An employee who has been approved for a work experience leave of absence who fails to complete all of the requirements of the work experience leave due to serious illness in the family or other causes beyond his/her control may receive compensation on a prorated basis if a significant portion of the requirements is completed.

For an incomplete work experience leave originally approved for one year, fractional portions of requirements completed may be one-fourth, one-half, or three-fourths. A year's leave of absence for an A employee means 13 pay periods; for a B employee, 10.85 pay periods; for a C employee, 10 pay periods; for a D employee, 240 assigned days.

For an incomplete work experience leave originally approved for one semester for C or D employees, one period for B or D employees, or seven pay periods for A employees, the fractional portion of requirements completed may be 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 duty or prior to the beginning of a leave immediately following the work experience leave.

0. Sabbatical Leave (*Mandatory*)

1. Sabbatical leaves of absence shall be granted to eligible applicants according to the following conditions:
 - a. The employee must have regular status in the District at the time the leave begins.
 - b. The employee 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. An employee shall be paid one-half of his/her regular salary for the period of the leave.
- f. An employee 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 his or her 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 his or her designee, shall exercise any authority designated under the subsection in such a way that no faculty member who has requested a sabbatical leave, but who has not asked for a concurrent Load Credit Leave, is denied his or her sabbatical leave.
- 3. Within three months following his or her return from a sabbatical leave, a faculty member shall give the President or his or her designee a report identifying the manner in which the faculty member accomplished his or her travel or study plan.
- 4. Every faculty member shall, as a condition of being granted a professional development leave, agree in writing to adhere to the travel or study plan he or she prepared, to submit a timely report about the leave as required by paragraph 3, above, and to render a period of service in the District after returning from the leave as required in paragraph 1.f above.

P. Unpaid Leaves of Absence

- 1. **Definition.** An unpaid leave of absence is one that is granted to an employee for rest, personal travel or study, the pursuit of professional or similar opportunities requiring absence from service, or other reasons deemed appropriate by the President or his or her designee. An unpaid leave may take many forms, including for example, the following:
 - a. **Government Service leave** (*Mandatory for regular faculty; Optional for others*)—a leave to serve in some elected or appointed capacity in local, state or national government, for example, as an elected public official or Peace Corps volunteer.
 - b. **Grant leave** (*Optional*)—a leave to permit a faculty member to teach, lecture, or engage in research under a grant.
 - c. **Opportunity leave** (*Optional*)—a leave to permit a faculty member to engage in activities that are likely to enhance his or her ability to render valuable service to the District.
 - d. **Parental leave** (*Mandatory if due to the birth of a child or arrival of an adopted infant; otherwise Optional*)—a leave granted to a faculty member to enable him or her to remain at home with a new born 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 an employee 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 President or his or her designee at least three months before the desired commencement of the leave unless he or she cannot file a timely request because the leave is needed to meet an unforeseen emergency, or the leave is for a period of fewer than twenty working days.

- 3. **Length of Leave.** A faculty member may request a full-time or partial leave of absence without pay for any period not exceeding two years. Thereafter, the leave (or any extension thereof) may, with the approval of the President, be extended for an additional period that does not exceed one year.
 - 4. **Compensation.** For a full-time leave of absence without pay, no salary will be paid by the District for the period of the leave. During a partial unpaid leave, a full-time faculty member shall receive the appropriate pro rata share of the salary he or she would have received had he or she continued to serve as a full-time employee.
 - 5. **Effect on Salary Points.** If a regular faculty member who has requested a full-time unpaid leave of absence submits appropriate documentation that the leave is for the purpose of pursuing substantial study or travel for professional development purposes, he or she may earn points for the approved study or travel in conformance with established procedures.
 - 6. **Effect on Benefits:** If during an unpaid leave a faculty member continues to meet the eligibility requirements contained in Article 27 (Benefits) for entitlement to the District's contribution towards the premium costs of health benefit plans, he or she shall continue to receive that contribution. If the faculty member does not meet those requirements, he or she may continue to receive benefits under the Health Benefits Program by reimbursing the District in advance for the full premium of the benefits as specified in Article 27.
- Q. Leave Reports.** It shall be the responsibility of every faculty member to notify his or her Department Chair or Dean when a leave is needed, and every faculty member shall sign and file a leave report for each absence. In addition, the President or his or her designee may periodically require every faculty member to file a statement on a form specified by the District affirming that he or she has 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 Workload Program

This article describes the District's Pre-Retirement Reduction in Workload Program as authorized by Education Code Section 87483. Faculty members who participate in the Program may reduce their workload 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 workload program.

Eligibility Requirements for Option I and Option II

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

1. He or she must have reached the age of 55 before the reduction in workload;
2. He or she must have been employed full-time in an academic position requiring membership in STRS or PERS for at least ten years; and
3. During the period immediately preceding the reduction in workload, he or she must have been employed full-time in an academic position for a total of at least five 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 years of full-time uninterrupted service.

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

1. **Changing from Option I to Option II.** A faculty member may convert his or her participation to Option II if he or she has completed less than four 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 years from the start of his or her participation in the program.
2. **Changing from Option II to Option I.** A faculty member may convert his or her participation to Option I if he or she has 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 his or her participation in the program. He or she 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 Workload 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 Workload Program shall end no later than ten years after the faculty member first began to participate in the program, whether or not his or her participation was continuous. For a faculty member who is subject to Government Code 20900 (PERS members), the maximum cumulative lifetime period during which he or she can serve in part-time status as a participant in the Pre-Retirement Reduction in Workload Program shall not exceed five 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 his or her 70th birthday.
2. Unless the faculty member's participation in the Pre-Retirement Reduction in Workload Program is terminated as provided in Sections 7 and 8, he or she shall retire when his or her participation in the Program concludes.
3. A faculty member whose workload has been reduced under this article shall retain paid benefits as if he or she were a full-time employee and shall receive a pro rata share of the salary he or she would have earned had he or she continued full-time. The faculty member shall also fulfill the appropriate pro rata share of the duties he or she would have been required to perform had he or she continued full-time.
4. In compliance with Education Code Section 22713 and Government Code Section 20900, as appropriate, a faculty member whose workload has been reduced under this article shall contribute to the appropriate retirement system by payroll deduction the amount he or she would have contributed had he or she 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 Workload Program, a faculty member shall file a written request with the President or his or her designee, by April 1 of the academic year preceding the academic year during which the reduced workload is to become effective. The written request shall specify:
 - a. That the request is pursuant to this article;
 - b. The percent of a full-time workload the employee 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 his or her workload to be reduced under this article, provided the number of years does not exceed five for PERS members (or extend beyond the end of the academic year during which the faculty member reaches his or her 70th birthday), or ten for STRS members.

6. Before the employee's request to participate in the Pre-Retirement Reduction in Workload Program is approved, the District in conjunction with the administrative staff of STRS and PERS shall verify the faculty member's eligibility to participate in the Program. If the faculty member's eligibility is verified, participation in the program and the reduction in workload shall take effect during the next academic year.
7. Once in effect, participation in the Pre-Retirement Reduction in Workload 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 his or her first year of participation in the Program.
8. If a faculty member's participation in the Pre-Retirement Reduction in Workload Program is terminated, either by mutual consent or following receipt of the faculty member's timely request to terminate during his or her first year of participation, he or she shall return to full-time employment at the beginning of the next academic year.
9. If a faculty member wishes to change the percent of a full-time workload he or she performs under the Program, he or she must submit a written request for a change with the President or his or her designee on or before April 1. The request must specify the new percent of a full-time workload 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 his or her reduced workload 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 President or his or her 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.

Option II

1. The faculty member shall reduce his or her workload under the Pre-Retirement Reduction in Workload Program by at least 40% of a full-time workload, thereby retaining a workload 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 Workload Program, the District will pay the faculty member an annual stipend of \$4,000 in addition to the other compensation he or she earns under the program. However, if the faculty member terminates his or her participation in the Option II Pre-Retirement Reduction in Workload Program (except by retirement or resignation), he or she must reimburse the District for the full amount of the stipends he or she received under this option.
3. Notwithstanding anything in Section 2 to the contrary, participation in the Pre-Retirement Reduction in Workload Program shall end no later than four years after the faculty member began to participate in the program under this option, at which time the faculty member shall retire.

Article 27

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 Supervisory Employees Union , SEIU Local 347; and
the Public, Professional and Medical Employees Union of
the California Teamsters, Local 911**

Regarding

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

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 Supervisory Employees Union, SEIU Local 347; and the Public, Professional and Medical Employees Union of the California Teamsters, Local 911—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, 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 and approved by the Board under which eligible District employees (and their eligible dependents) receive hospital, medical, dental, and vision care coverage. The purpose of the Health Benefits Program is to provide quality health care to the District's employees, retirees, and their eligible dependents and survivors.

1. **Eligibility.** Each of the following employees and his or her dependents and survivors are eligible to receive benefits and enroll in plans under the Health Benefits Program once the District has verified the employee's, dependent's or survivor's eligibility under this agreement:
 - a. Every member of a classified bargaining unit who is employed at least half time as either a probationary or regular classified employee.
 - b. Every faculty member who is employed at least half-time in one or more monthly rate assignments.
 - 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 Program include an eligible employee's:
 - a. Spouse.
 - b. Qualified domestic partner as specified in Appendix I.
 - c. Unmarried dependent children under age 19.
 - d. Unmarried dependent children age 19 through 25 who are full-time students at a college or university.
 - e. Unmarried dependent children (not otherwise eligible under subsection 2.c or 2.d, above) without regard to age who are physically or mentally incapacitated, and who are being claimed as dependents on the employee's federal income tax returns. (However, a dependent's coverage under this subsection must be a continuation of his or her coverage under the Health Benefits Program and, if there is ever a break in coverage, the dependent shall not be eligible to re-enroll.)

As used in this section, the term "dependent children" means an employee's natural children, step-children, legally adopted children, foster children, and the dependent children of a domestic partner only.

3. **Survivors.** Upon the death of an active employee, the District shall deem the employee to have resigned from District employment on the date of his or her death and to have begun receiving a retirement allowance whether or not the employee was in fact old enough to retire. If, based on that premise, the employee would have been eligible to continue his or her participation in the hospital and medical plans available to active employees under Section III below, Article 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 at any time, except that enrollment in the Premium Only Plan described in Section II can only take place during the designated time periods. If the District receives the employee's enrollment forms on or before the 15th day of the calendar month, the District shall process the forms so as to make coverage effective on the first day of the following calendar month, otherwise coverage shall become effective on the first day of the second calendar month following the District's receipt of the forms.
- b. Re-enrollment Following a Break in Coverage.** Following a break in coverage for any reason other than an error by the District, an eligible employee may re-enroll in hospital, medical, dental, and vision care plans at any time. However, unless re-enrolling during an open enrollment period, the employee must re-enroll in the same plan he or she was enrolled in when his or her previous enrollment ended. If the District receives the employee's re-enrollment forms on or before the 15th day of the calendar month, the District shall process the forms so as to make coverage effective on the first day of the following calendar month, otherwise coverage shall become effective on the first day of the second calendar month following the District's receipt of the forms.
- c. Open Enrollment.** There shall be an open enrollment period each enrollment year during which eligible employees may change plans. The District shall establish and announce the dates of such open enrollment period, and shall mail open enrollment materials to employees fourteen or more days before the beginning of the open enrollment period. If an eligible employee requests a change of plan, he or she shall continue to be covered under his or her existing plan until coverage under the new plan can be instituted.
- 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:
- (1)** Any employee who is enrolled in a closed panel plan and who changes his or her permanent residence to a location that is outside the service area of the plan may, by submitting a timely application to the District, change his or her enrollment to a plan that provides service in the area of his or her new permanent residence without a break in coverage. To be timely, the application for a change in enrollment must be received by the District within ninety (90) days after the employee established his or her new permanent residence.
 - (2)** 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 the District, temporarily change his or her enrollment to a plan that provides service in the area in which he or she will be temporarily located. To be timely, the application for a temporary change in enrollment must be received by the date on which the employee's leave commences.

- (3) 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 the District. To be timely, the application for a change in enrollment must be received by the District within ninety (90) days after the employee's enrollment was terminated.
 - (4) Finally, any employee who has had a "qualified life event" as defined by Sections 125 and 129 of the Internal Revenue Code may change his or her eligible dependents by submitting a timely application to the District. To be timely, the application for a permissible "qualified life event" change must be received by the District within thirty-one days of the qualifying event.
- e. Mandatory Re-enrollment During Open Enrollment.** The District, upon recommendation of the JLMBC, may designate any open enrollment period as a mandatory enrollment period during which every eligible employee must re-enroll for himself or herself and for each of his or her eligible dependents. If an employee fails to re-enroll during any such mandatory enrollment period, his or her enrollment in hospital, medical, dental, and vision care plans shall end at the beginning of the next plan year. In that event, the employee may, if he or she remains eligible, re-enroll in plans at any time and the District shall verify his or her eligibility and process the employee's re-enrollment forms as if they were initial enrollment forms—i.e. if the District receives the re-enrollment forms on or before the 15th day of 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, otherwise coverage shall become effective on the first day of the second calendar month following the District's receipt of the forms.
- 5. District Contribution Towards Premiums.** Eligible employees shall be entitled to the District's contribution towards the premium costs of the plans in which they and their dependents are enrolled if:
- a. the eligible employee was in paid status during the calendar month preceding the month during which benefit coverage is effective and received at least one-half of the pay he or she would have earned had he or she received pay for full-time work; or
 - b. the eligible employee, even though not in paid status, is on a formal illness leave of absence for a period of not more than eighteen months.
 - c. a specific section of the collective bargaining agreement applicable to the employee (for example, a section specifying compensation during certain leaves) explicitly provides for his or her entitlement to the District's contribution.

For the purposes of Section 5.a, every eligible employee, other than a temporary monthly-rate faculty member, shall be deemed to be in paid status during any recess or intersession if he or she is scheduled to return to paid status in his or her position at the end of the recess or intersession. A temporary monthly-rate faculty member shall be deemed to be in paid status during any recess or intersession if, before the beginning of the recess or intersession, he or she is assigned to a position at any district location that will render him or her eligible for benefits and is scheduled to return to paid status in that position at the end of the recess or intersession.

- 6. Payment of Premiums During Unpaid Leaves.** Eligible employees who have been granted an unpaid leave of absence and who are therefore not entitled to the District's contribution towards the premium costs of the plans in which they and their dependents are enrolled may continue to receive benefits under the Health Benefits Program by paying the District in advance for the full monthly premium of the plans. The amount of the reimbursement shall be determined by dividing the annual premium for the plans by twelve and multiplying the result by the number of months of leave during which the employee will not be entitled to the District's contribution towards premium costs.

Payment must be made by check or money order made payable to the District, and may be made in monthly installments.

Should an employee fail to make a payment required by this section, coverage shall terminate at the end of the month for which the last payment was received. Should the District terminate an employee's coverage in error, it shall reinstate the employee's coverage as soon as the error is discovered and, at the employee's option, either issue the employee a refund of the amount he or she paid for the months during which he or she did not receive coverage, or extend the employee's coverage for an equivalent period.

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

Notwithstanding anything in Sections I.A.1 and I.A.6 to the contrary, employees who have been furloughed 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. Furthermore, employees who have been laid-off shall remain eligible to receive benefits, and shall continue to be entitled to the District's contribution towards the 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

A furlough is a temporary lay-off for a specified period with a definite return date. A layoff is a separation from regular service for lack of work or lack of funds, or because of a reduction in force.

These rules for furlough and lay-off do not apply to employees who are in temporary or limited status or classified specially funded program (SFP) status unless they hold regular or permanent status in another position in the District.

8. Conditions of and Limitations on Eligibility and Coverage.

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

- b. Every employee (or in the event of his or her incapacity, the employee's representative or agent) shall report any event or change of circumstance that has an effect on the administration of coverage under the Health Benefits Program. Such events or changes include, but are not limited to, change of address or telephone number, marriage, divorce, dependent's loss of eligibility, death of the employee, or death of a dependent.
9. **COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985).** Once an employee who has enrolled in a plan under the Health Benefits Program becomes qualified for COBRA benefits, the District shall ensure that he or she is given the opportunity to continue coverage under the Health Benefits Program pursuant to COBRA in the manner prescribed by federal law.
10. If the internal responsibility for the administration of the Health Benefits Program is changed because responsibilities among the administrative units of the District are reorganized, notice of that change shall be given to the exclusive representatives within thirty days.
11. **Health Care Legislation.** The District and the Exclusive Representatives shall consult on the implementation of Education Code sections 7000-7008, Medicare Part D provisions and the District's obligation to address Governmental Accounting Standards Board (GASB) Statements 43 and 45. In the absence of an agreement to do otherwise, the Federal Medicare Part D subsidy will be held in a reserve fund for future retiree health care related to GASB 45 obligations. 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.
- B. Group Life Insurance Program.** The District's group term life insurance program shall be continued for the duration of this Agreement subject to modification based on the recommendations of the Joint Labor Management Benefits Committee and approval of the Board.
1. All active employees eligible for benefits under Section I.A.1 of this Agreement shall be eligible for group term life insurance benefits under the program.
 2. The limits of coverage under the program shall be \$50,000, however, employees age 70 or above shall receive coverage equal to an amount equal to the greater of the minimum amount required by Federal Law or 50% of the amount in force immediately prior to his or her 70th birthday. This reduction shall take place on the premium date coincident with or immediately following his or her 70th birthday.
- C. Employee Assistance Program.** The District's Employee Assistance 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. All active employees (including those who are not eligible for benefits under Section I.A.1 of this Agreement), and their dependents, shall be eligible for participation in the Employee Assistance Program.

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.

A list of the 403b vendors and enrollment forms available through our District can be found at www.403bcompare.com, or via a link on the District's web site.

E. IRC 125 and 129 Plans. The District shall continue its voluntary flexible spending account plan covering medical and dependent care expenses under Internal Revenue Code Sections 125 and 129.

II. Health Benefits Program for Part-time Temporary Faculty¹ and Temporary Adjunct Faculty

The District shall provide eligible part-time temporary faculty and temporary adjunct faculty members access to its hospital/medical, vision and dental group coverage plans as provided in this Section beginning in Plan Year 2006. Access to the District life insurance plan is not included. When an employee is eligible, he or she will have access via either of two methods: District Contribution and Premium Only Plan (see Section II. A. below), or No District Contribution (see Section II. B. below).

A. District Contribution and Premium Only Plan

1. **Eligibility.** A part-time temporary faculty member or temporary adjunct faculty member is eligible to receive access to hospital/medical group coverage, except the District life insurance plan, under this section if he or she has been assigned and working as A part-time temporary faculty member or temporary adjunct faculty member in the District and meets the eligibility requirements below:
 - a. Be assigned to a .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. Should the faculty member have an adjunct assignment in another community college district, verification denoting the FTE of the assignment is to be provided to the District.
 - c. Have completed at least a .2 FTE 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. Sign an affidavit (to be developed by the District) that he or she is not eligible for hospital/medical coverage through another employer and provide this eligibility verification at the start of each academic year.

¹This 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 .50 (or higher) FTE temporary monthly rate assignment as a limited or long term substitute instructor are eligible for full benefits for the duration of that assignment and should refer to Section I of this Agreement regarding their eligibility requirements.

- e. 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 amount of the employee's contribution toward the premiums, for the hospital/medical plans, along with any possible premiums for vision, and dental group plans paid for by the employee must not exceed his or her net take home pay each month, otherwise the employee is not eligible to participate in or continue to participate in the POP.
- f. **District Contribution.** If criteria a–e above are met, the District will contribute \$150.00 toward the total monthly cost of the part-time temporary faculty member or temporary adjunct faculty member's medical premium only.
- g. **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.
- h. **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 because of the conditions set by the IRC 125 plan year rules.
- i. If any provision herein regarding the premium-only plan conflicts with the Internal Revenue Code, the latter will prevail and the conflicting provision will be nullified.

2. Premiums.

- a. To receive medical 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 of \$150 per month towards the medical premium.
- b. To participate in the District's vision and dental plans, the eligible adjunct faculty member will agree to participate in the POP and pay all of the premium(s). The adjunct faculty member agrees that premiums will be deducted, pre-tax, from the faculty member's monthly salary warrants as described in Section II.A.1.e above.
- c. A part-time temporary faculty member or temporary adjunct faculty member's coverage (with a District contribution) shall cease immediately upon his or her failure to pay the balance of the required insurance premium(s) in accordance with District procedures. The faculty member's deductions for the required payments will be made for the last working day of each month preceding the month in which coverage will be effective.
- d. New enrollment, or reenrollment, will only occur during the district "open enrollment" period and will become effective the following semester.

3. **Extension of Coverage.** Any extension of coverage, at the adjunct faculty member's own expense, subsequent to termination of employment with the District, shall be in accordance with applicable state and/or federal law.

B. No District Contribution

Part-time temporary faculty member or temporary adjunct faculty members who meet the eligibility requirements in sections B.1 through B.3 below and who prepay the entire cost (in two installments, each representing six months coverage) of the premium(s) via check, cashier's check, or electronic fund transfer when it becomes available shall be eligible to participate in the District's medical and/or dental and/or vision plans.

1. Be assigned to at least a .2 FTE part-time temporary faculty member or temporary adjunct faculty position in the District during the semester for which coverage is requested. Only District service shall count toward eligibility for this plan. Open but inactive assignments—no work, no pay—do not constitute employment in this context.
2. Have completed at least a .2 FTE 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.
3. Sign an affidavit (to be developed by the District) that he or she is not eligible for hospital/medical coverage through another employer and provide this eligibility verification at the start of each academic year.

MOU. All provisions, not contrary to statute or the terms of this Agreement, of the Memorandum of Understanding between the parties signed June 24, 1999 relating to part-time health benefit coverage shall remain in effect.

Reopener. The parties may mutually agree that Section II, Health Benefits for Adjunct Faculty, be reopened for further negotiations after one year.

III. Health Benefits for Retirees, 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, as well as the plans available under the Program, remain subject to alteration by action of the Joint Labor/Management Benefits Committee or any future agreement between the District and the its Exclusive Representatives.
- B. **Eligibility.** A retiree who is eligible to continue his or her participation in the health benefits plans which are available to active employees is one who has retired from District service under the rules of the Public Employees Retirement System (PERS) or the State Teachers Retirement System (STRS), who is receiving a retirement allowance from that system, and who:
 1. —for employees whose most recent uninterrupted District employment began before February 11, 1992—has rendered continuous paid service to the District in a “qualifying position” for three or more years immediately preceding his or her retirement; and—for employees whose most recent uninterrupted District Employment began before July 1, 1998—has rendered continuous paid service to the District in a “qualifying position” for seven or more years immediately preceding his or her retirement; or

2. —for employees whose most recent uninterrupted District employment began on or after July 1, 1998—has rendered continuous paid service to the District in a “qualifying position” for ten or more years immediately preceding his or her retirement; provided, however, the employee received district paid benefits each month during the 39 months immediately preceding his or her retirement.

For the purposes of this section, a “qualifying position” is any position that made the employee eligible to enroll in plans under Section I above, except those who are in temporary or limited status or classified specially funded program (SFP) status unless they hold regular or permanent status in another position in the District.

The District and the Exclusive Representatives agree to consult to develop policy regarding vesting rights for employees who are in temporary or limited status or classified specially funded program (SFP) status.

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. An individual shall be deemed to have “retired from District service” if the effective date of his or her retirement under PERS or STRS is no later than the day after his or her resignation from District employment.

(This language, although it differs from the eligibility language that appeared in prior agreements between the parties, reflects the parties existing interpretation of that language and is declarative of the parties’ original intent.)

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

1. a dependent or survivor must be an eligible retiree’s:
 - a. spouse;
 - b. qualified domestic partner as specified in Appendix I
 - c. unmarried dependent child under age 19;
 - d. unmarried dependent child age 19 through 25 who is a full-time student at a college or university; or
 - e. unmarried dependent child (not otherwise eligible under subsection 1.c or 1.d, above) without regard to age who is physically or mentally incapacitated, and who is being claimed as a dependent on the retiree’s federal income tax returns. (However, a dependent’s coverage under this subsection must be a continuation of his or her coverage under the Health Benefits Program and, if there is ever a break in coverage, the dependent shall not be eligible to re-enroll under this subsection.)

As used in this section, the term "dependent children" means an employee's natural children, step-children, legally adopted children, foster children, and the dependent children of a domestic partner only.

—and—

2. a dependent may not be enrolled in any plans other than those under which the retiree is covered, or in the case of any survivor, the survivor must have been enrolled in plans as a dependent at the time of the retiree’s death.

D. Limitations on Survivor Eligibility. A survivor's eligibility to continue his or her participation in the Health Benefits Program shall be limited as follows:

1. The eligibility of a surviving spouse shall terminate when he or she remarries, enters into a domestic partner relationship, or is eligible for group coverage under his or her own employment.
2. The eligibility of a surviving qualified domestic partner shall terminate when he or she marries, enters into another domestic partner relationship, or is eligible for group coverage under his or her own employment.
3. The eligibility of a surviving child who is a dependent of a surviving spouse or domestic partner shall terminate when the eligibility of the surviving spouse or domestic partner terminates, unless the eligibility of the surviving spouse or domestic partner terminates because of death, in which case the child shall remain eligible as if the surviving spouse or domestic partner had not died.
4. Any survivor whose eligibility terminates for any reason shall not be eligible for re-enrollment.

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

1. **Initial Enrollment.** Upon retirement, each new retiree who is eligible to enroll in plans under the Health Benefits Program shall receive uninterrupted coverage under the plan in which he or she was enrolled as an active employee, provided the employee submits all necessary applications and other required documentation in a timely fashion.
2. **Open Enrollment.** There shall be an open enrollment period each enrollment year during which eligible retirees may change plans. The District shall establish and announce the dates of such open enrollment period, and shall mail open enrollment materials to retirees fourteen or more days before the beginning of the open enrollment period. If an eligible retiree requests a change of plan, he or she shall continue to be covered under his or her existing plan until coverage under the new plan can be instituted.
3. **Changes in Enrollment Other Than During Open Enrollment.** Once enrolled in a plan, retirees are generally barred from changing their enrollment except during an open enrollment period. Nevertheless, changes may be made under the following circumstances:
 - a. Any retiree who is enrolled in a closed panel plan and who changes his or her permanent residence to a location that is outside the service area of the plan may, by submitting a timely application to the District, change his or her enrollment to a plan that provides service in the area of his or her new permanent residence. To be timely, the application for a change in enrollment must be received by the District within ninety (90) days after the retiree established his or her new permanent residence.
 - b. Any retiree whose enrollment in a plan is terminated at the request or option of the plan provider for any reason other than non-payment of premium may enroll in another plan by submitting a timely application to the District. To be timely, the application for a change in enrollment must be received by the District within ninety (90) days after the retiree's enrollment was terminated.

4. Mandatory Re-enrollment During Open Enrollment. Upon recommendation of the JLMBC the District may designate any open enrollment period as a mandatory enrollment period during which every eligible retiree or survivor must re-enroll for himself or herself and for each of his or her eligible dependents. If a retiree or survivor fails to re-enroll during any such mandatory enrollment period, his or her enrollment in hospital, medical, dental, and vision care plans shall end at the beginning of the next plan year. In that event, only a retiree (and his or her eligible dependents) may, if he or she remains eligible, re-enroll in plans. The retiree may re-enroll in plans at any time and the District shall verify his or her eligibility and process the retiree's re-enrollment forms as if they were initial enrollment forms—i.e. if the District receives the re-enrollment forms on or before the 15th day of 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, otherwise coverage shall become effective on the first day of the second calendar month following the District's receipt of the forms.

- F. District Contribution Towards Premiums.** The District shall contribute towards the premium costs of the plans in which an eligible retiree and his or her eligible dependents and survivors are enrolled as follows:
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.
 2. For retirees (and their eligible dependents and survivors) who became eligible under Section III.B.2, the District will pay 50% of the District's contribution towards premiums for those retirees who rendered service in a "qualifying position" for at least ten years but fewer than fifteen years; 75% of the District's contribution towards premiums for those retirees who rendered service in a "qualifying position" for at least fifteen years but fewer than twenty years; and 100% of the District's contribution towards premiums for those retirees who rendered service in a "qualifying position" for 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. Retirees, their dependents, and survivors may not be enrolled in more than one District sponsored plan at any one time. For that reason, a retiree may be enrolled in a plan in his or her own capacity as a retiree, or as a dependent of another retiree, but not simultaneously in one plan as a retiree and in another plan as a dependent. Likewise, 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.

3. To the extent allowed by law, benefits provided under the District's Health Benefits Program shall be secondary to the benefits provided to a retiree or his or her dependents or survivors under Medicare. Furthermore, as a condition of continued enrollment in any hospital or medical plan available under the Health Benefits Program, each retiree and every eligible dependent and survivor age 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. 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.
4. Every retiree (or in the event of his or her incapacity, the retiree's representative or agent) shall report, by telephone, e-mail, or written correspondence, any event or change of circumstance that has an affect 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.
5. A retiree's or survivor's eligibility (and that of his or her dependents) under this agreement shall terminate whenever the retiree or survivor accepts employment in a position covered by STRS or PERS 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 of one voting and one non-voting District Member appointed by the Chancellor; six Employee Members, one appointed by each of the Exclusive Representatives; and an additional voting 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. 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. The District shall grant the Chair of the Committee at least 0.2 FTE reassigned time to perform the duties of that assignment.
- 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 substitute other plans for the District's existing health benefits plans);
 2. recommend the selection, replacement, and evaluation of benefits consultants;
 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;
 6. study recurring enrollee concerns and complaints and make recommendations for their resolution;
 7. participate in an annual review of the District's administration of the Health Benefits Program;
 8. review and make recommendations about the District's health benefits 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 five 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 its 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.

Article 28**Grievance Procedure****A. Definitions**

1. **Grievance.** A grievance is defined as a formal written complaint alleging that there has been 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 not for the adjustment of complaints relating to any of the following:
 - a. Any and all matters relating to the selection and/or hiring of employees, except adjunct seniority and intersession priority.
 - b. Suspensions and dismissals for which review procedures are provided by the Education Code.
 - c. The review of final Peer Evaluation Reports or final Administrative Evaluation Reports in which the overall evaluation indicates that the employee is "Satisfactory."
 - d. The review of a written open non-confidential reference submitted in conjunction with a selection or evaluation for a position.
 - e. 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 his/her 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 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 hold a conference with the grievant within five (5) working days after receipt of the written grievance.
3. Within five (5) working days from the date of the conference, the administrator shall communicate his/her 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 five (5) 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 five (5) working days after the receipt of the 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 five (5) working days after the receipt of the request for the Step Two procedure, the College President or Vice Chancellor or designee shall communicate his/her 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

1. If the grievance is not resolved at Step Two, the grievant, subject to the approval of AFT, may file a written request to the Chancellor for arbitration. This request must be filed within ten (10) working days from receipt of the decision in Step Two.
2. The AFT and the District will seek to resolve grievances amicably and in advance of arbitration whenever feasible. As a result, within five working days following the receipt of a request for arbitration, an AFT representative and a District representative shall consult to determine if mediation might be helpful in resolving the grievance.
3. If the grievant, the AFT representative and the District representative conclude that mediation might be helpful in resolving the grievance, further processing of the grievance shall be suspended until the parties can identify a mutually agreeable mediator and, with his or her assistance, attempt to resolve the grievance without an arbitration hearing. In no event, however, shall the suspension last for more than ninety calendar days without the express written consent of the grievant and the District.
4. 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.

G. Step Four

1. If the parties did not attempt to resolve the grievance through mediation, or mediation was unsuccessful in resolving the grievance, the grievance shall proceed promptly to arbitration.
2. The following procedure shall apply for selecting an arbitrator:
 - a. Within five (5) working days, an arbitrator shall be selected from a panel composed of:
(See article 45B)

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 five (5) 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 he/she not be available to hold a hearing within thirty (30) working days of the selection, the Office of Employer-Employee Relations 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.

3. The arbitrator shall convene a hearing at the earliest practicable date after his/her 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 Employer-Employee Relations 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 his/her responsibilities. Neither party shall communicate with the arbitrator without first contacting the other party to explain the purpose of the intended communication.
4. 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.
5. 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.
6. All documents and communications related to the process of the grievance shall be filed with the Chancellor or his/her 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.

7. 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.
8. 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.

9. 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.
10. The Board and AFT will share equally the payment of the services and expenses of the hearing officer.

Article 29**Salary**

A. The District shall augment campus budgets to fund the overbase differential for faculty members assigned to disciplines listed in Table A, Article 13, with a Standard Teaching Load of more than 18 Standard Teaching Hours per semester.

B. For 2005-2006

Effective Fall, 2005 semester, all salary schedules, increments and differentials {except (1) athletic coaching stipends and Athletic Director stipends which were negotiated separately—see Appendix A, and (2) the part-time equity differential which is calculated based on available State funds} shall be increased by 5.23%.

Additionally:

- a.** a fifth career increment will be applied to the preparation salary schedule effective the beginning of the Fall 2005 semester; and all five career increments will be augmented as stipulated in Appendix A effective in the beginning the Spring 2006 semester.
- b.** the adjunct doctoral differential shall be permanently placed into the DESK, EESK, and FESK adjunct schedules.
- c.** one new step to the classroom adjunct K schedules will be added but with phased implementation as stipulated in Appendix A.
- d.** the GESK and FESK Adjunct schedules will be normalized so that all adjunct schedules now have 3.2% between steps (except K-9 DESK, K-8 GESK and K8 FESK will reflect only half the 3.2% increase for Fall 2005 and will reflect the full increase effective Spring 2006).

C. For 2006-2007

The District and the AFT shall reopen negotiations on salary for 2006-2007.

D. For 2007-2008

The District and the AFT shall reopen negotiations on salary for 2007-2008.

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 his/her assignment in the academic (classroom and non-classroom) and vocational disciplines listed in Tables A and B in Article 13 and/or in listed in Appendix F 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-Teaching	Acceptable Teaching	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 1 b.)
- 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. When such a committee exists, 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 committee. (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**

- A.** Whenever a faculty member is on long term leave or reassignment, or separates from the District for any reason, the College President should seek input from the faculty with regard to replacement. This should be done via an agreed upon process among the AFT, the Academic Senate and the College President. A Faculty Position Hiring Prioritization Committee or equivalent as described in Article 32 is required for this purpose. Program viability, staffing needs, enrollment and financial resources should all be considered in making replacement decisions. Barring the College President's decision to the contrary, the following default recommendation applies:

Faculty positions vacated, for any reason, for any length of time, should be replaced with temporary or new contract faculty. Whenever possible, full time faculty positions permanently vacated should be replaced by a new contract (tenure track) candidate within one year.

Should the College President determine not to replace the employee, the reasons for the decision 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.

- B.** If a College adds adjunct classes to a department in lieu of replacing a regular employee, the Faculty Position 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 his/her 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 per cent of the maintained days or 75 per cent 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:
 - (1) The faculty member shall submit to the District Office of Personnel Operations 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 Office of Personnel Operations. Faculty members submitting a Request for Transfer form should attach an updated resume to the form.
 - (2) The District Office of Personnel Operations 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 he/she has served a minimum of two (2) years at any college to which he/she was transferred at his/her 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 per cent of the maintained days or 75 per cent 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 3e 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 Office of Personnel Operations.
 - b. The request shall include the acknowledgment signature of the President of the College or Vice Chancellor where the faculty member is currently assigned.
 - c. The President or Vice Chancellor shall forward the Request for Temporary Transfer or Exchange form to the District Office of Personnel Operations.
 - d. The Office of Personnel Operations 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 3e).

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 District Office of Personnel Operations.
- b. The request shall include the acknowledgment signature of the President of the College or Vice Chancellor where the faculty member is currently assigned.
- c. The President or Vice Chancellor shall forward the Request for Temporary Transfer or Exchange form to the District Office of Personnel Operations.
- d. The District Office of Personnel Operations 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 of Personnel Operations 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 his/her name on the voluntary transfer list for the discipline from which he/she was reassigned.
 - (1) If only one voluntary transfer is available whose transfer would have limited adverse effect, that faculty member will be administratively transferred.
 - (2) 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 (PG B 473).
 - (3) 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.
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 his/her discipline on the campus from which he/she has 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 his/her adjunct assignment at the location from which the transfer is initiated and has adjunct seniority at that location, he/she 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 his/her 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 his/her 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 his/her 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 3.75% of his or her creditable earnings and the District contributing 4.25% 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 8.0% for the employee and 8.25% 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. 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. (This option will be available as soon as possible, but not later than July 1, 2006.); 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 web site to provide up-to-date information on its retirement options.

Article 37**Agency Shop**

- A.** The District shall continue the Agency Shop provision which was approved by the faculty on November 14, 1983.
- B.** The District shall deduct and make appropriate remittance to AFT all dues and/or service fees as regulated by the dues structure of AFT, within thirty (30) days of the deduction, in accordance with the following:
- 1.** The District shall deduct AFT dues in accordance with Article 8, Section A.
 - 2.** The District shall deduct amounts designated by the AFT, in accordance with Article 8, Section A, for all members of the Unit who are not members of the AFT College Guild.
 - 3.** Unit members who object, on religious grounds, to paying union dues or agency fees, shall apply to the AFT for exemption to Section 1 or 2 above. If the exemption is agreed upon by the AFT, the District shall deduct the equivalent of AFT dues and pay that sum to one of three organizations mutually agreed upon by the parties and selected by the person.
 - 4.** Management and confidential employees with additional assignments covered by this Agreement may pay union dues or agency fees, or shall be required to pay an amount equal to service fees for such additional assignments through payroll deduction to a charitable organization approved by the District. This payment is in lieu of payment of dues, agency fees or other fees.
 - 5.** 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**Noncredit Faculty**

- A.** This article applies to Noncredit Faculty only. Noncredit Faculty are those employees in the bargaining unit who are employed to teach noncredit classes approved by the State Chancellor in accordance with Section 55100 of Title 5 of the California Code of Regulations, and for which the District receives funding under Education Code Section 84757 and related statutory and regulatory provisions. Individuals who are employed to perform services in connection with community service and other not-for-credit classes, or whose assignments do not require them to meet the minimum qualifications specified in Section 53412 of Title 5 of the California Code of Regulations, are not Noncredit Faculty.
- B.** Noncredit Faculty shall be responsible for meeting their assigned classes on time and regularly. They shall also be responsible for class preparation, all required record keeping, and timely submission of all required district and state records and reports. Where appropriate, Noncredit Faculty shall also be responsible for being informed about the credit program of the college at which they are employed and for preparing students to transition into the college's credit program.
- C.** A full-time load for Noncredit Faculty shall be twenty-five standard class hours per week.
- D.** Notwithstanding anything in this agreement to the contrary, or any references to "all salary schedules" (or words of similar import) in any subsequent agreement between the parties regarding compensation, adjunct Noncredit Faculty shall be paid according to the Adjunct Schedules for Part-time Noncredit Faculty set forth in Appendix A.
- E.** Assignments to teach noncredit classes are appropriately coded to class codes 0801, 0802, 0803, and 0804 as listed in Appendix F.

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 he or she is 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 his or her 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 his or her 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, he or she 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, he or she 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, he or she 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
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 his or her accumulated standard hours of load credit shall immediately expire and the District shall redeem them as specified in this section.

Article 40

Distributive/Distance Learning**A. Definitions**

1. For the purpose of this Article, Distributive/Distance Learning (D/DL) is defined as stated in the California Education Code Section 66947:

“Distance learning means instruction in which the student and the instructor are separated by distance and interact through the assistance of computer and communications technology. Distance learning also may include video or audio instruction in which the primary mode of communication between student and instructor is through a communications medium, including, but not limited to, instructional television, video, or telecourses, and any other instruction that relies on computer or communications technology to reach students at distant locations.”

D/DL may be synchronous (requiring primarily concurrent or “real time” participation) or asynchronous (in which most participation does not necessarily occur at the same time).

2. Course development includes creating a new course or adapting an existing course to use distributive/distance learning as the primary delivery mode.

B. Colleges offering D/DL courses shall:

1. Follow agreed upon curricular development, quality standards and approval processes as developed by the college academic senate in consultation with the administration.
2. Provide technical and instructional support including personnel, services and equipment to assure successful delivery of the course in this learning mode.
3. Insure that faculty who are preparing to teach D/DL courses at the college for the first time must either demonstrate proficiency in Distributive/Distance Learning instructional delivery methods or participate in D/DL training sessions. Proficiency in D/DL shall be determined by an agreed upon method formulated by the D/DL Committee (at the colleges where such a committee exists--see Section 5 below) or by the D/DL coordinator. Faculty may use the training hours as part of their Professional Development (flex) obligation.
4. Evaluate D/DL instructors as specified in Articles 19 and 42 and Appendix C.
5. **D/DL Committee.** A D/DL Committee or its equivalent will serve the function of communicating and advising the college in its decision-making regarding D/DL issues. It should report to the college’s Educational Planning Committee or its equivalent and should include D/DL faculty, information technology staff and administrators involved in D/DL course development and delivery. The college curriculum committee and the D/DL Committee or equivalent should address D/DL efficacy as it relates to the total instructional program.

C. Class Size, Assignments, Load, Mileage Reimbursement and Mentoring

1. Article 12, Class Size, applies to D/DL classes. In addition, the first time a D/DL course is offered at a college, the maximum class size shall be 25 students, unless the assigned faculty member permits the class size to reach a maximum of 35. Thereafter D/DL class size shall not exceed 40 students unless the assigned faculty member permits additional students to enroll.
2. Article 13, Table A, applies to D/DL classes.
3. D/DL classes shall be voluntary.
4. The D/DL faculty member may meet his or her D/DL class office hour obligation in part or whole by internet consultation.
5. Any faculty member who is assigned a D/DL class as an extra or adjunct assignment shall be assigned in seniority order as described in Article 16, except that the D/DL competency requirement in section B.3 above shall also be met. To assure that both D/DL competency and adjunct seniority requirements are met, faculty D/DL competency shall be noted on all seniority lists. Only instructors with such notation shall be offered D/DL classes. If the faculty member so designated declines the D/DL assignment, that decline is counted as a refusal for the purposes of calculating seniority as described in Article 16. Should a faculty member no longer desire to teach D/DL classes, he or she may request in writing that such notation be removed from the seniority list. The request to change one's D/DL designation will be effective the next term and declining a D/DL assignment in the next and subsequent terms will not be counted as a refusal. The D/DL designation can be reinstated by written request of the faculty member, effective the next term.
6. When a college and a faculty member agree on an assignment for the faculty member to develop a D/DL course or change the platform of an existing D/DL course, the faculty member shall be compensated in one or more of the following ways during the development phase of the assignment, the first time the course is offered at the college, or both, depending on the scope of the assignment:
 - a. An agreed upon amount of reassigned time or with a fixed stipend of at least \$1000 for developing a new D/DL course.
 - b. An agreed upon amount of reassigned time or sum for substantive changes to a course. A substantive change shall include but not be limited to a change that the college requires the D/DL faculty member to make in response to significant changes in college or district platforms or delivery modes. This stipend constitutes "substantial support" by the District (see Article 41 D); or
 - c. An agreed upon amount of Load Banking Credits (if the faculty member is eligible to earn Load Banking Credits); or
 - d. Any combination of compensation methods as agreed to in writing between the faculty member and the Vice President of Academic Affairs, prior to the assignment start date, with a copy of the written agreement to the faculty member's department chair and the AFT Chapter President.
7. The instructor of a D/DL class shall receive mileage reimbursement as provided by district policy if he or she is required to travel to various delivery sites as a part of the class.
8. Experienced D/DL instructors selected to mentor or train others may be compensated at the non-classroom adjunct rate.

D. Instructional Television

1. The assignment of faculty to Instructional Television courses shall be considered 0.4 FTE for the semester and 1 FTE in Summer.
2. Courses with fewer than 80 enrollments as of the close of the tenth instructional day of the semester in which the course appears on TV may be cancelled and the teaching assignment terminated. The Instructor shall be reassigned if regular or contract status is held.
3. In the event an ITV course official enrollment exceeds 240 students, a second section shall be created.
4. All ITV assignments shall first be offered to regular faculty.
5. If regular faculty members are not available to accept ITV assignments, temporary assignments may be offered to non-regular employees as ITV instructors in accordance with the District's rules.
6. The ITV evaluation process shall parallel the process for part-time instructors with the Director of ITV acting as the Department Chair.
7. The District and the AFT shall develop discipline-specific ITV faculty selection rosters which may be used to select its temporary ITV faculty in lieu of conducting a standard selection process. The ITV program director, the relevant discipline/department chair(s) and the Vice President of Academic Affairs (or his or her designee) must all agree on this alternate selection procedure, which shall be deemed to comply with Board Rule, Chapter X, Article III, section 10304.2 and any relevant concomitant local processes.

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 his or her 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 his or her 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 his or her 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:
 - (1) 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);
 - (2) to distribute such works (for example, to students in classes);
 - (3) to perform such works (for example, in classroom teaching, by webcasting, or by broadcasting);
 - (4) to display such works (for example, over the web); and
 - (5) 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:
- (1) 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);
 - (2) to distribute such works (for example, to students in classes);
 - (3) to perform such works (for example, in classroom teaching, by webcasting, or by broadcasting);
 - (4) to display such works (for example, over the web); and
 - (5) 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 his or her name to be used in this manner, the faculty member has the right to require the District not to identify him or her; 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 his or her 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 his or her 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 he or she should have, or identifies the District or College under circumstances when he or she 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 a probationary period is to give contract faculty members who are candidates for tenure the opportunity to demonstrate that they meet 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.
- B. Tenure Review Committee**
1. Within twenty working days of a contract faculty member's first day of service at the college in a probationary position, the President or his or her designee shall appoint a tenure review committee to supervise the contract faculty member's tenure review and to evaluate his or her performance. Except as provided in Section B.2 and 3, the committee shall consist of:
 - a. the appropriate Department Chair who, if he or she is 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 shall be chosen by the department);
 - d. 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
 - e. the appropriate Vice President or his or her designee, who shall be a 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:
 - a. an appropriate administrator selected by the President;
 - b. two tenured faculty members, one of whom shall be selected by the Department Chair, and one of whom shall be chosen by the department (if neither of these faculty members is in the Department Chair's discipline, a third tenured faculty member from the Department Chair's discipline shall be chosen by the department) ; and
 - 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.

3. For a contract faculty member who is an ISA or Consulting Instructor, or who is a College Nurse, the tenure review committee consist of:
 - 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 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 his or her 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 he or she:
 - a. resigns, retires, or becomes unavailable for continued service on the committee for any other reason;
 - b. will be absent on a leave of absence for one semester or more; or,
 - c. —in the case of the Department Chair or Vice President—vacates his or her assignment as Department Chair or Vice President.

Whenever a committee member needs to be replaced, the President or his or her 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 chairperson shall be to convene meetings of the committee, prepare meeting agendas, preside at committee 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 his or her first contract year if he or she provides 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, his or her service during that academic year does not count as his or her first contract year for the purposes of tenure review, and he or she 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:
 - 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.
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, where relevant; and preparation of a tenure review portfolio by the contract faculty member, which shall be maintained and built upon by the faculty member throughout his or her probationary period. The portfolio shall include relevant materials specified by the tenure review committee such as: course syllabi; class handouts; exams, test 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, 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 his or her 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, he or she 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, he or she shall indicate his or her approval on the plan and return it to the committee with a copy to the contract employee.
5. 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:
 - 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: exceeds expectations, meets expectations, needs improvement.

The committee shall also include its recommendation as to whether the faculty member's overall performance should be rated as satisfactory, needs to improve, or unsatisfactory.

6. As a part of the comprehensive evaluation summary the tenure review committee shall also include recommendations to the contract faculty member regarding actions he or she should consider to maintain or improve his or her progress towards achieving tenure.

7. 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 included as a part of the summary.
8. The tenure review committee shall forward the comprehensive evaluation summary to the contract faculty member for his or her comment. If the faculty member submits comments, 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, and any other relevant documents) to the Vice President or his or her designee. If the contract faculty member declines to comment, or fails to comment within five working days of the date on which the committee sent the summary to the faculty member, the tenure review committee shall forward the completed evaluation file (including all of the materials referenced above) to the Vice President or his or her designee.
9. Based solely on the comprehensive evaluation summary and the accompanying materials in the evaluation file the Vice President or his or her designee shall either:
 - a. complete the evaluation by formally accepting the tenure review committee's evaluation summary; or
 - b. return the evaluation to the tenure review committee with a written explanation of the reasons he or she declined to accept the evaluation, and comments regarding proposed steps the committee should take to remedy the problems he or she perceived.
10. If the Vice President or his or her 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 his or her 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 his or her 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 his or her comment. If the faculty member declines to comment, or fails to comment within five 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 Vice President or his or her designee.
 - c. Upon receiving the evaluation summary, the Vice President or his or her designee shall complete the evaluation by formally accepting the tenure review committee's evaluation summary.
11. Once the Vice President or his or her designee has completed the evaluation by formally accepting the tenure review committee's evaluation summary, he or she shall deliver the evaluation summary to the contract faculty member and place a copy of it in the faculty member's tenure review file.

12. The completed evaluation, when delivered to the contract faculty member by the Vice President, 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 tenure review file.
13. At the same time it forwards the completed first-year evaluation file to the Vice President or his or her 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 K.4, recommend one of the following two actions: that the contract faculty member be given notice by the Board that he or she will be employed for the following academic year as a second year contract faculty member, or that the contract faculty member be given notice he or she 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 his or her second contract 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 his or her performance during the fall semester.
2. The second-year evaluation shall be conducted in the manner specified in Sections C.2 through C.12, 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 response to the recommendations contained in those evaluations.
3. At the same time it forwards the completed second-year evaluation file to the Vice President or his or her 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 K.4, recommend one of the following two actions: that the contract faculty member be given notice by the Board that he or she will be employed for the following two academic years as a contract faculty member, or that the contract faculty member be given notice he or she 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 his or her third contract year, and again during the fall semester of his or her fourth contract year. 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 his or her performance during the semester in which the evaluation is conducted.
2. The third- and fourth evaluation shall be conducted in the manner specified in Sections C.2 through C.12, 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 response to the recommendations contained in those evaluations.

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 Vice President or his or her designee, the tenure review committee shall forward its recommendation as to whether the Board should notify the faculty member that he or she will be employed for all subsequent academic years as a tenured faculty member, or that he or she 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 President or his or her designee may initiate an administrative evaluation if:
 - a. the contract faculty member requests an administrative evaluation; or
 - b. an evaluation conducted pursuant to Sections C.2 through C.12 discloses identifiable issues about the contract faculty member's performance that the 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 President 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 J.1.a or J.1.b shall be commenced within thirty 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 working days after it was commenced.

2. If the administrative evaluation follows an evaluation conducted pursuant to Sections C.2 through C.12, or was initiated upon the recommendation of the tenure review committee, the Vice President or his or her designee shall solicit input from:
 - a. the tenure review committee;
 - b. appropriate individuals the contract faculty member identifies as having relevant information about his or her performance; and
 - c. any others the Vice President or his or her designee believes should have relevant information about the performance of the faculty member.

All such input shall be considered by the Vice President or his or her designee before he or she completes the administrative evaluation.

3. The Vice President or his or her designee may, if it is appropriate to the evaluation, observe the contract faculty member as he or she teaches or performs his or her other duties, conduct student evaluations, or 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 Vice President or his or her designee has completed the form, he or she 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 Vice President, 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 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 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 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 K.4, below, any recommendation forwarded during a contract faculty member's first contract year shall be a recommendation to notify the faculty member that:
 - a. he or she will be employed for the following academic year as a second year contract faculty member, or that
 - b. he or she will not be employed for the following academic year.
3. Except as provided in Section K.4, below, any recommendation forwarded during a contract faculty member's second contract year shall be a recommendation to notify the faculty member that:
 - a. he or she will be employed for following two academic years as a contract faculty member, or that
 - b. he or she will not be employed for the following academic year.
4. Notwithstanding Sections K.2 and K.3, the 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. he or she will be employed for all subsequent academic years as a tenured faculty member, or that
 - b. he or she 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. When a contract faculty member requests a mentor, the Vice President shall consult with the contract faculty member and his or her 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 \$450 per mentee as partial recognition for his or her 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 his or her basic duties, and encouraging the contract faculty member's professional growth. All mentors shall adhere to any mentoring guidelines adopted by the college.

I. Effective Date

These procedures shall become effective for contract faculty members initially employed in probationary positions on or after July 1, 2002. For all other contract faculty members, the tenure review procedures in effect under the 1999-2002 Agreement between the parties shall remain in effect.

Article 43

Adjunct Faculty Pay Principles and Ancillary Activities

A. 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 part-time faculty member according to the following formula:

$$\text{PAY} = X\% (\text{schedule placement} \bullet \text{load factor})$$

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

SCHEDULE PLACEMENT = the part-time 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 part-time faculty member is being paid.

B. 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 an adjunct faculty member is required, as per Education Code section 87482.5, adjunct faculty may 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:
 - a. Curriculum Development and Course Outline Revision
 - b. Division/Department Activities (not used for flex)
 - c. Shared Governance Activities/Committees, Accreditation Committees
 - d. Master Planning Committees and Subcommittees
 - e. Program Review Committees
 - f. Academic Senate Executive Committee
 - g. Grant Writing/Working on Grants
 - h. Testing Coordination, Examination Scoring, ESL Book Leveling
 - i. Advising Student Organizations
 - j. Joint Guild/District Task Force Assignment

- k. Preparation and Presentation of Workshops for Staff Development
 - l. Editing Department, College, or District Newsletters
2. When a college decides to employ adjunct faculty for the purpose of performing ancillary duties, it shall establish a written procedure to determine the eligibility, the selection method and the amount of compensation for the ancillary assignment. This will be determined before the assignment begins and will be approved by the College President or designee and the AFT Chapter President and provided to the Academic Senate President.

Department/division chairs or administrators requiring these activities to be accomplished will determine the number of hours necessary to fulfill the task. (Payment to the adjunct instructor will be at his/her non-classroom adjunct rate).

3. 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.

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).

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.

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, 2008. The parties agree that bargaining for a successor agreement should begin no later than the start of the Spring 2008 semester. In Witness Whereof the parties execute the Agreement on the 5th day of October, 2005.

Los Angeles Community College District:

Sylvia Scott Hayes *Sylvia Scott Hayes*
 President, Board of Trustees

Darroch Young *Darroch Young*
 Chancellor

Susan Carleo *Susan Carleo*
 Chief Negotiator
 Senior Associate Vice Chancellor

Lucian Carter *Lucian Carter*
 Associate Vice Chancellor

Jeanette Gordon *Jeanette Gordon*
 Controller

Adriana Barrera *Adriana Barrera*
 President, Mission College

Theda Douglas *Theda Douglas*
 Vice President of Student Services
 Trade-Technical College

Merrill Eastcott *Merrill Eastcott*
 Vice President of Administrative Services
 City College

Leige Henderson *Leige Henderson*
 Vice President of Academic Affairs
 Southwest College

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

Carl A. Friedlander *Carl A. Friedlander*
 President

Don Sparks *Don Sparks*
 Chief Negotiator

Lourdes Brent *Lourdes M. Brent*
 Presidential Appointment
 for Non-Classroom Faculty

William Elarton *William Elarton*
 Trade-Technical College

Maria Fenyes *Maria Fenyes*
 Mission College

Paul Grady *Paul Grady*
 Harbor College

Deborah Kaye *Deborah Kaye*
 Presidential Appointment
 for Adjunct Faculty

Dana Lubow *Dana Lubow*
 Valley College

Armida Ornelas *Armida Ornelas*
 East Los Angeles College

Todd Roberts *Todd Roberts*
 Southwest College

Tammy Robinson *Tammy Robinson*
 City College

Olga Shewfelt *Olga Shewfelt*
 West Los Angeles College

Carolyn Widener *Carolyn Widener*
 Presidential Appointment

Sheila Williams *Sheila Williams*
 Pierce College

Gary Colombo *Gary Colombo*
 Academic Senate Liaison

Miscellaneous Items:

- A.** By November 15, 2005 representatives of the District and the AFT shall meet to determine a consultation schedule with respect to the following topics:
1. continued monitoring of the progress the District Payroll section has made in correcting adjunct faculty service credit (as per the requirements of STRS Employer Information Circular Volume 17, Issue 9 (November 13, 2001), and Education Code Sections 22138.5 regarding standards for determining “full-time” service for retirement system purposes). [This project should be completed no later than May 2006.]
 2. consultation by the District and the AFT with CalSTRS concerning appropriate retirement credit for walk-on athletic head coaching assignments. [The possible actions that the district will take as a result of this consultation are to be determined no later than May 2006 for implementation in the Fall 2006 semester.]
 3. production of a new/revised personnel guide that details illness day accrual and expenditure. [This guide shall be completed by Feb 2006.] (See Art 25.E.15.)
 4. consultation on a level pay plan for the pre-retirement reduction in workload program. [The action plan developed in this consultation is to be determined no later than May 2006 for implementation in the Fall 2006 semester.]
 5. developing of selection rosters of discipline faculty interested or experienced in ITV teaching. (See Art. 40.D.7.)
 6. negotiating possible revisions to the language on “minimum preparation” in Appendix A Section A.1.b.(1).
- B. Selection of Arbitrators.** The District and the AFT shall jointly agree upon a means of appointing arbitrators for grievances.
- C. Funding Retiree Health Care.** The District and the AFT and the other Exclusive Representatives who are party to the Master Benefits Agreement (Art. 27) agree to consult on the implementation of Education Code sections 7000-7008, Medicare Part D provisions and the District’s obligation to address Governmental Accounting Standards Board (GASB) Statements 43 and 45. All the parties shall (by Dec. 1, 2005) convene a working group. Consultation shall involve discussion of these topics and the preparation of reports that contain recommendations and suggested contract language addressing the topics. The working group's report shall be due no later than Feb 28, 2006 and shall contain recommendations to the Chancellor and the Board of Trustees for a plan of action.
- In the absence of an agreement to do otherwise, the Federal Medicare Part D subsidy will be held in a reserve fund for future retiree health care related to GASB 45 obligations.
- D. Social Security Option for Adjuncts.** As soon as possible, but not later than July 1, 2006, the District shall provide every faculty member who is not a mandatory STRS Defined Benefit Plan member with the option of participating in 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.
- E. Contract Re-Openers.** The district and the AFT shall reopen negotiations on salary and benefits for 2006-2007 and again for 2007-2008.

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2005-06 FACULTY SALARY SCHEDULES AND RATES

(Table 1 to be effective Fall 2005 and Table 2 to be effective Spring 2006)

A. 2005-06 Salary Schedules and Rates. (Table 1 to be effective Fall 2005 and Table 2 to be effective Spring 2006)

1. 2005-06 Salary Schedules. (Monthly rate instructors, counselors, instructor-advisors, librarians, department chairs, and consulting instructors)

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

a. Preparation Salary Schedule

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

NOTE: To the rates below in both Tables 1 and 2 add \$274 for a doctor's degree or \$ 130 for a certificate differential. (Schedule is fully aligned, 5% between columns and 3.6% between rows.)

Table 1—Fall 2005 (10 month for C-basis and 12 month for D-basis assignments)

RATING IN YEARS OF EXPERIENCE		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
NON- TEACHING	ACCEPTABLE TEACHING						
0-1	0	1	\$4346	\$4563	\$4791	\$5031	\$5283
2-3	1	2	4502	4728	4964	5212	5473
4-5	2	3	4665	4898	5143	5400	5670
6-7	3	4	4832	5074	5328	5594	5874
8-9	4	5	5006	5257	5520	5796	6085
10-11	5	6	5187	5446	5718	6004	6304
12-13	6	7	5373	5642	5924	6220	6531
14+*	7+	8	5567	5845	6137	6444	6767
		9	5567	6056	6358	6676	7010
		10	5975	6274	6587	6917	7262
		11			6824	7166	7524
		12				7424	7795
		13					8075
Maximum rate with one career increment					E 16 - E 18		8235
Maximum rate with two career increments					E 19 - E 21		8401
Maximum rate with three career increments					E 22 - E 24		8568
Maximum rate with four career increments					E 25 - E 27		8737
Maximum rate with five career increments					E 28		8906
Maximum rate with one career increment and doctorate differential							8509
Maximum rate with two career increments and doctorate differential							8675
Maximum rate with three career increments and doctorate differential							8842
Maximum rate with four career increments and doctorate differential							9011
Maximum rate with five career increments and doctorate differential							9180

* Limit for initial allocation on schedule.

** In this case, 30 Pts beyond minimum preparation are allocated to the MA.

Table 2—Spring 2006 (10 month for C-basis and 12 month for D-basis assignments)

RATING IN YEARS OF EXPERIENCE		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
NON- TEACHING	ACCEPTABLE TEACHING						
0-1	0	1	\$4346	\$4563	\$4791	\$5031	\$5283
2-3	1	2	4502	4728	4964	5212	5473
4-5	2	3	4665	4898	5143	5400	5670
6-7	3	4	4832	5074	5328	5594	5874
8-9	4	5	5006	5257	5520	5796	6085
10-11	5	6	5187	5446	5718	6004	6304
12-13	6	7	5373	5642	5924	6220	6531
14+*	7+	8	5567	5845	6137	6444	6767
		9	5567	6056	6358	6676	7010
		10	5975	6274	6587	6917	7262
		11			6824	7166	7524
		12				7424	7795
		13					8075
Maximum rate with one career increment					E 16 - E18		8268
Maximum rate with two career increments					E 19 - E 21		8466
Maximum rate with three career increments					E 22 - E 24		8668
Maximum rate with four career increments					E 25 - E 27		8874
Maximum rate with five career increments					E 28		9086
Maximum rate with one career increment and doctorate differential							8542
Maximum rate with two career increments and doctorate differential							8740
Maximum rate with three career increments and doctorate differential							8942
Maximum rate with four career increments and doctorate differential							9148
Maximum rate with five career increments and doctorate differential							9360

* Limit for initial allocation on schedule.

** In this case, 30 Pts beyond minimum preparation are allocated to the MA.

b. Monthly Rates.

- (1). **Rating In - Column Placement.** New employees are placed on the first column of the schedule until evidence of preparation (training) is submitted and evaluated. Minimum preparation requirements are: 120 college semester units or 180 quarter units included in a bachelor's degree from an accredited college or university; or four years of occupational experience for certain subject fields. 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.
- (2). **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 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.
- (3). **Degree and Certificate Differentials.** At any monthly rate on the preparation schedule an additional \$274 per month is paid for an earned doctor's degree or \$130 per month for a specified professional certificate in accordance with Board Rule 10535. (See LACCD Personnel Guide B308 for a listing of certificate differential fields and eligibility criteria.)
When a faculty member is eligible to receive a doctoral differential, the differential shall be paid out without regard to the specific assignment of the faculty member. The differential is earned based on individual educational accomplishment and is not contingent on a particular assignment. Furthermore, it is paid in full in situations where the faculty member is fractionally assigned (e.g. a department chair assigned .6 during the summer receives the full doctoral differential).
Certificate differentials shall be paid out at the full amount as long as the faculty member is assigned in a field covered by professional certificate or membership or is available for such an assignment (see LACCD Personnel Guide B308).
- (4). **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 \$160 (beginning Fall 05) and \$193 (beginning Spring 06) per month. Employees who have been so paid for six years are eligible to receive an additional increment of \$166 (beginning Fall 05) and \$198 (beginning Spring 06) Employees who have been so paid for nine years are eligible to receive an additional increment of \$167 (beginning Fall 05) and \$202 (beginning Spring 06). Employees who have been so paid for twelve years are eligible to receive an additional increment of \$169 (beginning Fall 05) and \$206 (beginning Spring 06). Employees who have been so paid for fifteen years are eligible to receive an additional increment of \$169 (beginning Fall 05) and \$212 (beginning Spring 06).
- (5). **Employees in Service.** After initial allocation to the salary schedule, employees are limited to one column advance per year.

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

- c. Differential Salary Rates.** Regular, temporary, and substitute employees serving in the classes of counselor, instructor-advisor, consulting instructor, college nurse, and child development center director, shall receive the salary rates to which they are entitled on the preparation schedule plus a salary differential of \$386 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 .5 as a counselor and .5 as a classroom instructor will receive the counseling differential for .5 of his or her assignment.

A department chair shall receive the \$386 differential year round, if eligible, according to the provisions of Article 17. He or she will receive a full chair differential for the length of that assignment regardless of the amount of FTE reassigned time allotted for the particular department. This requires that the faculty member works year round to carry out the chair duties as defined in Article 17.

Faculty members receiving differentials who are on released or reassigned time or organizational leave for the AFT shall receive the same differential they would have received if they were not released or reassigned in order to serve in their bargaining unit representative assignments.

- d.** Employees serving in the following class shall receive salary differentials as indicated in addition to salary for which qualified on the Preparation Salary Schedule: Training instructor, \$13.03 per semester unit or \$8.73 per quarter unit.
- e. Supplemental Instructor Rate.** Supplemental Instructor rate is a flat rate of \$ 42.87 per hour.
- f. Faculty Mentor:** \$ 485 per year.
- g. Overbase Differential:** \$ 248, \$ 496, \$ 744 per pay period for 1, 2 or 3 standard hours beyond 18.

h. Athletic Coaching Stipends

(1). Athletic Coaching Stipends

	Walk-On Head Coach	Head Coach (Full Time)
Football	\$11,600	\$7,750
M/W Cross Country	\$7,900	\$6,730
M/W Water Polo	\$7,900	\$6,730
M/W Soccer	\$8,200	\$6,830
M/W Volleyball	\$9,800	\$7,550
M/W Basketball	\$15,500	\$7,550
Baseball	\$10,400	\$8,160
Softball	\$9,700	\$7,750
M/W Swim/Dive	\$9,700	\$7,750
M/W Track/Field	\$9,700	\$7,750
M/W Tennis	\$9,700	\$7,750
Wrestling	\$9,800	\$7,550
Badminton	\$10,400	\$8,160
Golf	\$8,900	\$6,530

	Walk-On Assistant Coaches [†]	Assistant Coach (Full Time)
Football	\$7,000	\$5,920
M/W Cross Country	\$6,200	\$5,200
M/W Water Polo	\$6,200	\$5,200
M/W Soccer	\$6,400	\$5,300
M.W Volleyball	\$7,700	\$6,020
M/W Basketball	\$9,400	\$7,550
Baseball	\$8,200	\$6,730
Softball	\$7,700	\$6,730
M/W Swim/Dive	\$7,700	\$6,320
M/W Track/Field	\$7,700	\$6,320
M/W Tennis	\$7,700	\$6,320

[†] The Faculty unit does not represent these employees (Walk-On Assistant Coaches). These stipend amounts are listed as a courtesy.

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.

(2). Athletic Coaching Stipend for Playoffs (*all coaching assignments*). \$500 per week for up to three weeks in a single payment at the end of the month during which the last playoff week concludes.

(3). Athletic Director Stipend. \$1600 per intercollegiate sport offered at the college except if the college offers football, that counts for two stipends.

2. Fall 2005 Adjunct Schedules

All term-length adjunct assignments will be paid following the 5/1/5/2 level payroll pattern 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.

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

Adjunct Schedules: DESK^d

All rates indicated are for one standard hour of assigned credit teaching in Fall, Winter, Spring or Summer. DESK is for credit teaching in Fall, Winter, Spring and Summer.

Step	Temporary faculty without monthly rate assignments	Faculty having monthly rate District assignments	
	Column K	Column L	Column M
1	\$995.20 ^{*e}	\$1240.80 ^{*e}	\$1240.80 ^e
2	1027.00 ^{*e}		
3	1060.00 ^{*e}		
4	1093.80 ^{*e}		
5	1128.80 ^{*e}		
6	1165.00 ^{*e}		
7	1202.20 ^{*e}		
8	1240.80 ^{*e}		
9	1260.60 ^{*e}		

^dFor posted doctoral degree add \$31.60 per standard hour.

^{*}Plus \$232.60 per standard hour office hour differential for 10 minutes service per class hour.

^ePlus \$64.00 per standard hour equity differential for loads 12 – 18. The equity allocation from the State will, if continued, result in continued payment of an equity payment to temporary 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, and a doctoral bonus for adjunct faculty. The method of equity payment distribution has been agreed to be a differential on the adjunct credit teaching schedule DESK, contingent upon funding.

b. (EESK) Adjunct Schedule for Part-Time Non-Classroom Employees

(also for non-classroom replacement and substitute service).

Adjunct Schedules: FESK^d

All rates indicated are for one hour of assigned time. Column K has 3.2% between steps.

	Temporary faculty without monthly rate assignments	Faculty having monthly rate District assignments
Step	Column K	Column L/M
1	\$46.97	\$56.74
2	48.47	
3	50.02	
4	51.62	
5	53.28	
6	54.98	
7	56.74	

^dFor posted doctoral degree add \$.78 per hour of assigned time.**c. (GESK) Adjunct Schedule for Credit Classroom Day to Day Substitute Service****Adjunct Schedules: GESK**

All rates indicated are for one hour of assigned time.

	Temporary faculty without monthly rate assignments	Faculty having monthly rate District assignments
Step	Column K	Column L/M
1	\$53.89	\$65.10
2	55.61	
3	57.39	
4	59.23	
5	61.13	
6	63.08	
7	65.10	
8	66.14	

d. (FESK) Adjunct Schedule for Part-Time Non-Credit Classroom Employees**Adjunct Schedules: FESK^d**

All rates indicated are for one standard hour of assigned non-credit teaching in Fall, Winter, Spring or Summer. Column K has 3.2% between steps.

	Temporary faculty without monthly rate assignments	Faculty having monthly rate District assignments
Step	Column K	Column L/M
1	\$907.20	\$1,096
2	936.20	
3	966.20	
4	997.20	
5	1,029.00	
6	1,062.00	
7	1,096.00	
8	1,113.40	

^dFor posted doctoral degree add \$19.00.

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

All rates indicated are for one hour of assigned time.

	Temporary faculty without monthly rate assignments	Faculty having monthly rate District assignments
Step	Column K	Column L/M
1	\$45.36	\$54.80
2	46.81	
3	48.31	
4	49.86	
5	51.45	
6	53.10	
7	54.80	
8	55.67	

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

g. Rating In: Step/Column Placement. (Adjunct Faculty Without Monthly Rate Status)

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

h. Rating In: Step/Column Placement. (Adjunct Faculty With Monthly Rate Status)

Monthly rate faculty members with probationary or tenured status are placed on column M. An employee with permanent District status as an educational administrator is placed on column M when assigned as an adjunct rate faculty member. An employee with permanent District status as a classified employee is placed on column L when assigned as an adjunct rate faculty member.

.....

3. Spring 2006 Adjunct Schedules

All term-length adjunct assignments will be paid following the 5/1/5/2 level payroll pattern 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.

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

Adjunct Schedules: DESK^d

All rates indicated are for one standard hour of assigned credit teaching in Fall, Winter, Spring or Summer. DESK is for credit teaching in Fall, Winter, Spring and Summer.

Step	Temporary faculty without monthly rate assignments	Faculty having monthly rate District assignments	
	Column K	Column L	M
1	\$995.20 ^{*e}	\$1240.80 ^{*e}	1240.80 ^e
2	1027.00 ^{*e}		
3	1060.00 ^{*e}		
4	1093.80 ^{*e}		
5	1128.80 ^{*e}		
6	1165.00 ^{*e}		
7	1202.20 ^{*e}		
8	1240.80 ^{*e}		
9	1280.40 ^{*e}		

^d For posted doctoral degree add \$31.60 per standard hour.

^{*} Plus \$232.60 per standard hour office hour differential for 10 minutes service per class hour.

^e Plus \$64.00 per standard hour equity differential for loads 12 – 18. The equity allocation from the State will, if continued, result in continued payment of an equity payment to temporary 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, and a doctoral bonus for adjunct faculty. The method of equity payment distribution has been agreed to be a differential on the adjunct credit teaching schedule DESK, contingent upon funding.

b. (EESK) Adjunct Schedule for Part-Time Non-Classroom Employees

(also for non-classroom replacement and substitute service).

Adjunct Schedules: FESK^d

All rates indicated are for one hour of assigned time. Column K has 3.2% between steps.

	Temporary faculty without monthly rate assignments	Faculty having monthly rate District assignments
Step	Column K	Column L/M
1	\$46.97	\$56.74
2	48.47	
3	50.02	
4	51.62	
5	53.28	
6	54.98	
7	56.74	

^dFor posted doctoral degree add \$.78 per hour of assigned time.**c. (GESK) Adjunct Schedule for Credit Classroom Day to Day Substitute Service****Adjunct Schedules: GESK**

All rates indicated are for one hour of assigned time.

	Temporary faculty without monthly rate assignments	Faculty having monthly rate District assignments
Step	Column K	Column L/M
1	\$53.89	\$65.10
2	55.61	
3	57.39	
4	59.23	
5	61.13	
6	63.08	
7	65.10	
8	66.14	

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

Adjunct Schedules: FESK^d

All rates indicated are for one standard hour of assigned non-credit teaching in Fall, Winter, Spring or Summer. Column K has 3.2% between steps.

	Temporary faculty without monthly rate assignments	Faculty having monthly rate District assignments
Step	Column K	Column L/M
1	\$907.20	\$1,096
2	936.20	
3	966.20	
4	997.20	
5	1,029.00	
6	1,062.00	
7	1,096.00	
8	1,131.00	

^dFor posted doctoral degree add \$19.00.

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

Adjunct Schedules: FESK-sub

All rates indicated are for one hour of assigned time.

	Temporary faculty without monthly rate assignments	Faculty having monthly rate District assignments
Step	Column K	Column L/M
1	\$45.36	\$54.80
2	46.81	
3	48.31	
4	49.86	
5	51.45	
6	53.10	
7	54.80	
8	56.55	

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

B. 2006-07 Faculty Salary Schedules and Rates. Refer to the District or AFT websites for these schedules when they are determined.

C. 2007-08 Faculty Salary Schedules and Rates. Refer to the District or AFT websites for these schedules when they are determined.

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

EVALUATION FORMS AND TOOLS

ARTICLE 19—EVALUATION

ARTICLE 42—TENURE REVIEW

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

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

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Article 19 Evaluation Schedule

Tenured Faculty Members

Effective July 1, 2003

Determining when and type of evaluation a tenured faculty member will experience consists of two steps. The first step tells when a faculty member will be evaluated, while the second tells the type of evaluation a faculty member will receive. This can be done by hand using division.

Step 1 — To determine the year an evaluation will take place, you need to divide a faculty members employee number by 3 and calculate the remainder.

Step 2 — To determine the type of evaluation a faculty member will receive, you need to determine whether the faculty member's employee number is even or odd. Odd employee numbers receive basic evaluations, while even employee numbers receive comprehensive evaluations.

The sample employee number of 123456 is an even number, which means Don Smith will have received a comprehensive evaluation in the Fall of 2003

Once the evaluation year and type have been determined, an evaluation sequence can be generated. The idea is to alternate between a basic evaluation and a comprehensive evaluation every three years. However, a faculty member has the right to request, and receive, a comprehensive evaluation in lieu of a basic evaluation. The evaluation sequence is initiated by the year and type of evaluation as determined in steps one and two.

DETERMINING EVALUATION YEAR/TYPES FOR A DEPARTMENT

Fall 2003 Evaluations	Fall 2004 Evaluations	Fall 2005 Evaluations												
<p>A faculty member whose employee number is divisible by 3 with no remainder</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">Basic Faculty with an odd employee number</td> <td style="width: 50%; text-align: center;">Comprehensive Faculty with an even employee number</td> </tr> <tr> <td>Fall 2003 Basic Fall 2006 Comp Fall 2009 Basic Fall 2012 Comp Fall 2015 Basic Fall 2018 Comp Fall 2021 Basic Fall 2024 Comp</td> <td>Fall 2003 Comp Fall 2006 Basic Fall 2009 Comp Fall 2012 Basic Fall 2015 Comp Fall 2018 Basic Fall 2021 Comp Fall 2024 Basic</td> </tr> </table>	Basic Faculty with an odd employee number	Comprehensive Faculty with an even employee number	Fall 2003 Basic Fall 2006 Comp Fall 2009 Basic Fall 2012 Comp Fall 2015 Basic Fall 2018 Comp Fall 2021 Basic Fall 2024 Comp	Fall 2003 Comp Fall 2006 Basic Fall 2009 Comp Fall 2012 Basic Fall 2015 Comp Fall 2018 Basic Fall 2021 Comp Fall 2024 Basic	<p>A faculty member whose employee number is divisible by 3 with a remainder of 1</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">Basic Faculty with an odd employee number</td> <td style="width: 50%; text-align: center;">Comprehensive Faculty with an even employee number</td> </tr> <tr> <td>Fall 2004 Basic Fall 2007 Comp Fall 2010 Basic Fall 2013 Comp Fall 2016 Basic Fall 2019 Comp Fall 2022 Basic Fall 2022 Comp</td> <td>Fall 2004 Comp Fall 2007 Basic Fall 2010 Comp Fall 2013 Basic Fall 2016 Comp Fall 2019 Basic Fall 2022 Comp Fall 2025 Basic</td> </tr> </table>	Basic Faculty with an odd employee number	Comprehensive Faculty with an even employee number	Fall 2004 Basic Fall 2007 Comp Fall 2010 Basic Fall 2013 Comp Fall 2016 Basic Fall 2019 Comp Fall 2022 Basic Fall 2022 Comp	Fall 2004 Comp Fall 2007 Basic Fall 2010 Comp Fall 2013 Basic Fall 2016 Comp Fall 2019 Basic Fall 2022 Comp Fall 2025 Basic	<p>A faculty member whose employee number is divisible by 3 with a remainder of 2</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">Basic Faculty with an odd employee number</td> <td style="width: 50%; text-align: center;">Comprehensive Faculty with an even employee number</td> </tr> <tr> <td>Fall 2005 Basic Fall 2008 Comp Fall 2011 Basic Fall 2014 Comp Fall 2017 Basic Fall 2021 Comp Fall 2024 Basic Fall 2027 Comp</td> <td>Fall 2005 Comp Fall 2008 Basic Fall 2011 Comp Fall 2014 Basic Fall 2017 Comp Fall 2021 Basic Fall 2024 Comp Fall 2027 Basic</td> </tr> </table>	Basic Faculty with an odd employee number	Comprehensive Faculty with an even employee number	Fall 2005 Basic Fall 2008 Comp Fall 2011 Basic Fall 2014 Comp Fall 2017 Basic Fall 2021 Comp Fall 2024 Basic Fall 2027 Comp	Fall 2005 Comp Fall 2008 Basic Fall 2011 Comp Fall 2014 Basic Fall 2017 Comp Fall 2021 Basic Fall 2024 Comp Fall 2027 Basic
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ARTICLE 19—EVALUATION
SUGGESTED EVALUATION PLAN TIME TABLE AND WORKSHEET
COMPREHENSIVE EVALUATION OF TENURED FACULTY MEMBER

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

STEP	FALL TERM WEEK	START DATE	ACTION	TASK & RESPONSIBLE PARTY
1	1	Approx. September 1 st	Begin Comprehensive Evaluation Process as per Article 19.	Faculty member evaluation cycle, request or chair request initiates comprehensive evaluation process
2	4		President's designee (usually VP) appoints peer review committee (Art. 19.G.1) Committee Composition: <ul style="list-style-type: none"> ■ Department chair or designee (tenured)-voting ■ Department designee (tenured)-voting ■ Faculty member's designee (tenured)-voting ■ VP Designee (usually department dean)-non-voting 	Vice President Appoints Committee: Department Chair: _____ Department Designee: _____ Evaluatee Designee: _____ Administrative Designee: _____ (Non-voting) _____

ARTICLE 19—EVALUATION (CONTINUED)

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

ARTICLE 19—EVALUATION (CONTINUED)

STEP	FALL TERM WEEK	START DATE	ACTION	TASK & RESPONSIBLE PARTY
4	6		Committee meets with faculty member to review process as outlined in step 3.	Meeting with Evaluatee to review plan: Date: _____ Signed: _____ (Evaluatee) Signed: _____ (Committee chair)
5	7		Committee finalizes plan after review by faculty member.	Plan sent by committee chair to faculty member: Date: _____
6	8		Committee sends final plan to Vice President.	Plan sent by committee chair to Vice President: Date: _____
7	9		Data gathering commences.	Committee completes data gathering: Date: _____
8	12		Committee compiles all data and completes summary then shares it with the faculty member who has 5 days to comment before all is forwarded to the Vice President.	Committee shares summary with Evaluatee: Date: _____ Evaluatee signs review: Date: (5 days max.) _____
9	13		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: _____

ARTICLE 19—EVALUATION (CONTINUED)

STEP	FALL TERM WEEK	START DATE	ACTION	TASK & RESPONSIBLE PARTY
10	14		VP forwards completed evaluation to faculty member who may elect to add a written statement.	Final Evaluation sent to Evaluee: Date: _____
11	15		VP adds completed evaluation to faculty member's official personnel file (district office).	Final Evaluation sent to Evaluee's personnel file: Date: _____
	Winter/ Spring	Feb. 1	If Administrative Evaluation is needed it should commence no later than this date and, 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:

ARTICLE 42—TENURE REVIEW
SUGGESTED EVALUATION PLAN TIME TABLE AND WORKSHEET

Name of Evaluee:	Employee Number:
Evaluation Process Start Date:	Year Hired: Status : (year one= B-1)
Department:	Evaluation Committee Chair:

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

ARTICLE 42—TENURE REVIEW (CONTINUED)

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

ARTICLE 42—TENURE REVIEW (CONTINUED)

STEP	FALL TERM WEEK	START DATE	ACTION	TASK & RESPONSIBLE PARTY
4	6		Committee meets with contract faculty member to review process as outlined in step 3.	Meeting with Evaluatee to review plan: Date: _____ Signed: _____ (Evaluatee) Signed: _____ (Committee chair)
5	7		Committee sends plan, reviewed by contract faculty member, to Vice President.	Plan sent by committee chair to Vice President: Date: _____
6	8		After Vice President approves plan and returns it to the committee, the evaluation continues.	Approved by Vice President: Date: _____ Signed: _____
7	9		Data gathering commences.	Committee completes data gathering: Date: _____
8	12		Committee compiles all data and completes summary then shares it with the contract faculty member who has 5 days to comment before all is forwarded to the Vice President.	Committee shares summary with Evaluatee: Date: _____ Evaluatee signs review: Date: (5 days max.) _____
9	13		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: _____

ARTICLE 42—TENURE REVIEW (CONTINUED)

STEP	FALL TERM WEEK	START DATE	ACTION	TASK & RESPONSIBLE PARTY
10	14		Completed evaluation forwarded to the contract faculty member who may elect to add a written statement.	Final Evaluation sent to Evaluee: Date: _____
11	15		Process is complete and recommendation is made as to status of next probationary contract.	<input type="checkbox"/> Contract Offered: Year ___2 ___3 -4 ___tenure <input type="checkbox"/> Contract Not offered: Year ___2 ___3 -4 ___tenure
	Winter/ Spring	Feb. 1	If Administrative Evaluation is needed it should commence no later than this date and 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:

C. Overall Evaluation Satisfactory Needs to improve Unsatisfactory

D. Recommendations:

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

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

Comprehensive Evaluation or Tenure Review—Peer Review Committee Signatures Required as per Article 19 and 42

Print Name _____ Signature _____ Date _____

Print Name _____ Signature _____ Date _____

Print Name _____ Signature _____ Date _____

Print Name _____ 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 any written statement I forward to the Division of Human Resources regarding this evaluation will be attached to the copy, which is filed there.

Print Name _____ Signature _____ Date _____

If your Basic Evaluation is “less than satisfactory” you may be entitled to request a comprehensive evaluation as per Article 19.

Name of Faculty Member: _____

B. Knowledge, Skill and Ability as a Classroom Instructor	Exceeds Expectations	Meets 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. Fulfills professional development responsibilities			
10. Ensures that course content is current and appropriate			
11. Teaches course content that is appropriate to the official course outline of record congruent with standards set by the discipline			
12. Uses materials that are accurate and that are pertinent to the subject matter and course outline			
13. Maintains an appropriate pace during each class session and over the duration of the academic term			
14. Teaches at a level that is appropriate to the course content and outline			
15. Has appropriate command of the subject matter to be able to respond to student needs			
16. Evaluates student achievement according to stated course grading criteria			
17. Provides a positive learning environment for all student populations			

Sources: (state sources of data)

Narrative assessment: (insert comments in text box or attach separate piece of paper)

Name of Faculty Member: _____

B. Knowledge, Skill and Ability as a Counselor	Exceeds Expectations	Meets 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. Provides a non-judgmental environment			
8. Respects students as individuals			
9. Respects student's confidences			
10. Creates an environment of trust and sensitivity			
11. Gives students an opportunity for follow up			
12. Accepts constructive criticism			
13. Maintains regularly scheduled office hours			
14. Is on time for scheduled appointments and for "drop in"			
15. Submits required records and reports in timely manner			
16. Functions as an effective counselor with a minimum of supervision			
17. Actively contributes to college community and fulfills committee responsibility			
18. Communicates clearly and effectively with peers			
19. Seeks solutions to students concerns with faculty and administration			
20. Continually works to improve professional effectiveness			
21. Participates in professional growth activity			
22. Functions effectively with a minimum of supervision			

Sources: (state sources of data)

Narrative assessment: (insert comments in text box or attach separate piece of paper)

Name of Faculty Member: _____

B. Knowledge, Skill and Ability as a Librarian	Exceeds Expectations	Meets 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. Assists members of the college community in reaching reference and research objectives			
17. Communicates clearly and effectively			
18. Creates and maintains an environment conducive to learning			
19. Demonstrates knowledge of resources and opportunities available to special needs students			
20. Demonstrates ability to work with students one to one and in groups			
21. Actively consults with librarians, and other departments to provide students with up-to-date information about changes and new programs			

Sources: (state sources of data)

Narrative assessment: (insert comments in text box or attach separate piece of paper)

Name of Faculty Member: _____

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

Sources: (state sources of data)

Narrative assessment: (insert comments in text box or attach separate piece of paper)

Name of Faculty Member: _____

B. Knowledge, Skill and Ability as a College Nurse	Exceeds Expectations	Meets 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. Accepts constructive criticism well			
15. Continually works to improve professional effectiveness			
17. Plans and implements an ongoing health education program			
18. Submits required records and reports in a timely manner			
19. Documents charts through completed SOAP notes			
20. Functions as an effective nurse with a minimum of supervision			
21. Actively contributes to college community and fulfills committee and other institutional obligations			
23. Participates in professional growth activities			
24. Conforms to District and college policies affecting the delivery of health services			

Sources: (state sources of data)

Narrative assessment: (insert comments in text box or attach separate piece of paper)

Name of Faculty Member: _____

B. Knowledge, Skill and Ability as a Disabilities Specialist/Instructor	Exceeds Expectations	Meets 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. Creates an environment of trust and sensitivity			
8. Respects student confidences			
9. Provides a non-judgmental environment			
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 in text box or attach separate piece of paper)

Name of Faculty Member: _____

B. Knowledge, Skill and Ability as a Child Development Center Instructor	Exceeds Expectations	Meets 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. Communicates effectively with peers			
15. Supervises and evaluates practicum students			
16. Provides direction and training of student workers			
17. Works effectively as a member of a developmental team with children, parents, students, and staff members			
18. Attends and actively participates in staff meetings			
19. Participates in professional growth activities			

Sources: (state sources of data)

Narrative assessment: (insert comments in text box or attach separate piece of paper)

**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 his or her classroom presentations. It includes knowledge of current trends in the field and the ability to teach the course as presented in the college's official course outline.

Rating:

- Satisfactory
- 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:

- Satisfactory
- 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:

- Satisfactory
- Need to Improve
- Unsatisfactory
- No basis for judgment

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

Goals and time line for improvement:

4. PARTICIPATION IN PROFESSIONAL GROWTH ACTIVITIES:

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

Rating:

- Satisfactory
- 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:

- Satisfactory
 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 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 report but my signature does not necessarily indicate my agreement. I understand that any written statement I forward to the Division of Human Resources regarding this report will be attached to the copy, which is filed there.

Faculty signature: _____ Date: _____

Witness signature: _____ Date: _____

EVALUATION OF DEPARTMENT CHAIR/CDC DIRECTOR/NURSING DIRECTOR

Name of Chair/Director: _____ Assignment/Department: _____

Article 17, Section C defines the reassigned time granted so that the Department Chair is able to fulfill responsibilities assigned by the appropriate administrator and conduct departmental business whether or not the Chair is entitled to receive reassigned time. A Department Chair's responsibilities are described in full in Article 17, section D. In particular, section D.4 states: At the beginning of each academic year, each Department Chair shall, in consultation with his or her departmental colleagues and the appropriate Vice President or his or her designee, establish annual goals for the Department. Any evaluation of a Department Chair under Article 19 shall review both the Chair's fulfillment of the responsibilities of the Department Chair assignment, and his or her contribution towards the attainment of or progress toward achieving those goals.

Article 19, sections K through M define the process for the Evaluation of Department Chairs as follows:

K. During a faculty member's service as a Department Chair, his or her performance of the Department Chair's duties and responsibilities shall be evaluated at the end of his or her first year of service as Department Chair and at least once every other academic year thereafter.

L. The evaluation of a Department Chair shall be conducted in the same manner as an administrative evaluation with the following modifications:

1. In place of the list of individuals specified in Section I.1, the Vice President or his or her designee shall solicit information about the Department Chair's performance of his or her duties and responsibilities as chair from appropriate faculty and staff in the department, as well as any others the Vice President or his or her designee believes should have relevant information the faculty member's performance as Department Chair.

2. Rather than recording the evaluation on an administrative evaluation form, the Vice President or his or her designee shall record the evaluation on the Department Chair Evaluation Form (see Appendix C).

M. 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			
	Exceeds Expectations	Meets Expectations	Needs Improvement
Professionalism			
1. Interacts or communicates with peers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Accepts constructive criticism well	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Maintains adequate and appropriate records	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Submits required information on time	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Attends required meetings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is regularly available to students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Contributions			
7. Makes appropriate contributions to the discipline/department and assumes an appropriate share of faculty responsibilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Makes appropriate contributions to the college by serving effectively on committees, projects, special assignments, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
As provided for in Article 19, section L.1, 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			
	Exceeds Expectations	Meets Expectations	Needs Improvement
9. Demonstrates understanding of budget matters including preparing budgets and monitoring expenses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Demonstrates knowledge of district, college, and contractual requirements in scheduling, staffing, revising programs, and developing new programs and courses as appropriate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Consults with administration and with other departments as needed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Recruits, hires, evaluates, and assigns faculty, classified workers, and student workers effectively	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Communicates clearly, concisely, and effectively	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Is available to students who enroll in the department's courses and is responsive to their concerns	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Involves faculty members in department decisions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Maintains professional standards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Is regularly available on campus	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. Maintains required department records and submits department paperwork in a timely manner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. Functions effectively with a minimum of supervision	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. Demonstrates sensitivity in working with students, faculty, and staff with diverse backgrounds and needs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>As provided for in Article 19, section L.1, describe data and sources used to assess performance on these qualities (Goals set by department, input from department faculty and others, any additional sources):</p> <p>Narrative assessment:</p> <p>Areas where performance exceeds expectations or where improved performance is needed:</p>			

EVALUATION OF DEPARTMENT CHAIR/CDC DIRECTOR/NURSING DIRECTOR (continued)

C. Overall Evaluation Satisfactory Needs to improve Unsatisfactory

D. Commendations/Recommendations (may attach additional sheet)

Supervisor

Date

I have received a copy of this report but my signature does not necessarily indicate my agreement. I understand that any written statement I forward to the Division of Human Resources regarding this report will be attached to the copy, which is filed there.

Faculty Member

Date

EVALUATION OF FACULTY EOPS OR DSPS DIRECTOR (continued)

B. KNOWLEDGE, SKILL, AND ABILITY AS A DEPARTMENT CHAIR/DIRECTOR CDC		Exceeds Expectations	Meets Expectations	Needs Improvement
9.	Demonstrates knowledge of area of responsibility including current trends, laws and regulations as related to the program and the position.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.	Understands the requirements, services, and recruitment needs of the student population and program vitality.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.	Communicates clearly and effectively.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12.	Provides needed services to eligible students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13.	Understands budget matters relevant to the position that include preparing budgets, monitoring expenses and communicating budget concerns in a timely manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14.	Demonstrates sensitivity in working with and meeting the needs of a diverse student population and campus community.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15.	Is available to students in the program and is responsive to their concerns in a timely manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16.	Maintains regular work schedule and office hours.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17.	Recruits, hires, evaluates, and assigns faculty, classified staff, and student workers effectively.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18.	Involves relevant faculty members in program decisions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19.	Maintains accurate records and submits reports in a timely manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20.	Effectively plans and implements programs and services.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21.	Effectively promotes the program and helps recruit students from diverse backgrounds.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22.	Provides leadership and organizational support for faculty, staff, and students in the program.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23.	Achieves measurable program success.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24.	Effectively and appropriately responds to challenges requiring immediate attention.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25.	Acts decisively and takes responsibility for outcomes.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
26.	Develops and maintains working relationships with all constituencies.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
27.	Maintains professional standards.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
28.	Consults with administration and any other departments when needed concerning program issues.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
29.	Participates in professional growth activities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
30.	Makes appropriate contributions to the department and to the college while keeping the implementation of the program as the top priority.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
31.	Accepts constructive criticism.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>As provided for in Article 19, section L.1, describe data and sources used to assess performance on these qualities (Goals set by department, input from department faculty and others, any additional sources):</p> <p>Narrative assessment:</p> <p>Areas where performance exceeds expectations or where improved performance is needed:</p>				

EVALUATION OF FACULTY EOPS OR DSPS DIRECTOR (continued)

C. Overall Evaluation

Satisfactory

Needs to improve

Unsatisfactory

D. Commendations/Recommendations (may attach additional sheet)

Supervisor

Date

I have received a copy of this report but my signature does not necessarily indicate my agreement. I understand that any written statement I forward to the Division of Human Resources regarding this report will be attached to the copy, which is filed there.

Faculty Member

Date

Student Evaluation of Instructor

Los Angeles Community College District

College	Section Number	Course Title
City <input type="radio"/> Southwest <input type="radio"/> East <input type="radio"/> Trade Tech <input type="radio"/> Harbor <input type="radio"/> Valley <input type="radio"/> Mission <input type="radio"/> West <input type="radio"/> Pierce <input type="radio"/> ITV or other <input type="radio"/>	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 use a black number 2 pencil only, and 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- General Questions

	Strongly Agree	Agree	Disagree	Strongly Disagree	Don't Know/Not Applicable
1. The instructor clearly defined the course requirements.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. A syllabus, which clearly outlined the course objectives and grading criteria, was distributed by the second class meeting.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. The instructor is well prepared and organized.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. The instruction relates to the course objectives.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. I now feel able to communicate course material to others.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. The class meets for the specified amount of time.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7. The instructor regularly grades/evaluates or provides feedback on my performance.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
8. The instructor is available during posted office hours.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
9. The instructor interacts with students in ways that are free of discrimination.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
10. I would recommend this instructor to others.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
11. The instructor motivates me and encourages my interest in the subject.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
12. The instructor creates an environment in which it is safe to seek help, ask questions, or express opinions, which differ from those of the faculty member.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
13. The instructor is knowledgeable in the subject area.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
14. The instructor points out where the course material is relevant to daily life.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
15. The instructor treats students with respect.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
16. The instructor maintains good class control.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

**Part B- Additional Questions
(added by the department for all departmental evaluations)**

17.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
18.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
19.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
20.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Continued on Back

STUDENT EVALUATION OF INSTRUCTOR (continued)

Part C- Communication to the Instructor

	Excellent	Good	Fair	Poor	Very Poor
How would you rate the instructor's overall teaching ability?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Use the space below for written comments:

Online- Student Evaluation of Instructor

Los Angeles Community College District

College	Section Number	Course Title
City <input type="radio"/> Southwest <input type="radio"/> East <input type="radio"/> Trade Tech <input type="radio"/> Harbor <input type="radio"/> Valley <input type="radio"/> Mission <input type="radio"/> West <input type="radio"/> Pierce <input type="radio"/> ITV or other <input type="radio"/>		
	Term/Year	Instructor

Instructions - Each college will develop a process to conduct student evaluations of online courses. Similar to the traditional student evaluation process, the instructor is removed from the process.

Part A- General Questions	Strongly Agree	Agree	Disagree	Strongly Disagree	Don't Know/Not Applicable
1. The instructor clearly defined the course requirements and posted them on the web.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. A syllabus, which clearly outlined the course objectives and grading criteria, and was posted on the web by the first week of the term.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. The instructor's web site is well prepared and organized.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. The online instruction related to the course objectives.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. I now feel able to communicate course material to others.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. The instructor regularly informs me of my grades and provides feedback on my performance.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7. The instructor responds to email in a timely manner.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
8. The instructor interacts with students in ways that are free of discrimination.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
9. I would recommend this instructor to others.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
10. The instructor motivates me and encourages my interest in the subject.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
11. The instructor creates an environment in which it is safe to seek help, ask questions, or express opinions, which differ from those of the faculty member.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
12. The instructor is knowledgeable in the subject area.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
13. The instructor points out where the course material is relevant to daily life.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
14. The instructor treats students with respect.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Part B- Additional Questions
(added by the department for all departmental evaluations)

16.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
17.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
18.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
19.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
20.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Continued on Back

ONLINE-STUDENT EVALUATION OF INSTRUCTOR (continued)

Part C- Communication to the Instructor

	Excellent	Good	Fair	Poor	Very Poor
How would you rate the instructor's overall online teaching ability?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Use the space below for comments:

Student Evaluation of Counselor

Los Angeles Community College District

College				Counselor	Term/Year
City	<input type="radio"/>	Southwest	<input type="radio"/>		
East	<input type="radio"/>	Trade Tech	<input type="radio"/>		
Harbor	<input type="radio"/>	Valley	<input type="radio"/>		
Mission	<input type="radio"/>	West	<input type="radio"/>		
Pierce	<input type="radio"/>	_____	<input type="radio"/>		

Part A- General Questions	Strongly Agree	Agree	Disagree	Strongly Disagree	Don't Know/Not Applicable
	<p>Instructions</p> <ul style="list-style-type: none"> The counselor must leave the room for the duration of the survey. Students should use a black number 2 pencil only, and 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. 				
1. I felt comfortable with the counselor.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. The counselor was helpful to me in seeking solutions to my problems.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. The counselor was clear about my options and suggested ways to get additional information, if needed.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. The counselor provided me with clear and concise information regarding transfer requirements to colleges and universities.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. The counselor provided me with clear and concise information regarding entrance and graduation requirements for career and certification requirements.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. I was given clear and concise information regarding my class selection and educational plan.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7. The counselor was clear and concise regarding services available to me in the Student Services Division.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
8. The counselor was available to assist me at convenient times.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
9. The counselor kept his/her appointment with me.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
10. I felt the counselor would keep personal matters confidential.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
11. I would see the counselor again and recommend him/her to others.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Part B- Additional Questions (added by the department for all departmental evaluations)					
12.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
13.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
14.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
15.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Continued on Back

STUDENT EVALUATION OF COUNSELOR (continued)

Part C- Communication to the Counselor	Excellent	Good	Fair	Poor	Very Poor
How would you rate the counselor's overall counseling ability?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Use the space below for written comments:

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

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

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 Service — Service performing ancillary activities.

Annual Load — The number of standard teaching hours or standard workload hours considered to be fulltime 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.

B 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 courses.

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.

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.

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.

D Basis — 240 payroll days, between July 1 and June 30. Applies to 12-month faculty positions on the preparation salary schedule. 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. To determine whether 20, 21 or 22 non-duty days are required to result in 240 paid days in the fiscal year, first determine whether the fiscal year contains February 29. If it does not, then if July 1 falls on a Saturday or Sunday, there are 20 non-duty days; if it does not fall on a Saturday or Sunday, there are 21 non-duty days. If the fiscal year does contain February 29, then if both July 1 and July 2 fall on Saturday or Sunday, there are 20 non-duty days; if one of them falls on Saturday or Sunday but the other does not, there are 21 non-duty days; and if both of them fall on days other than Saturday or Sunday, there are 22 non-duty days.

Fiscal Year	# Calendar Days	# Calendar Weekdays	# D Basis Non-Duty Days
2005-06	365	261	21
2006-07	366	260	20
2007-08	365	261	21
2008-09	365	261	21
2009-10	365	261	21
2010-11	366	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.

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 Chairperson — A department member selected by the department to represent the department to the administration and the administration to the department.

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

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.

Employee — Any member of the bargaining unit.

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.

Flex Day — Professional Development Day.

Flexible Spending Account — (See IRC 125 account)

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

FTEF — Full Time Equivalent Faculty.

FTEP — Full Time Equivalent Personnel.

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.

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

ITV — Instructional Television.

JLMBC — Joint Labor/Management Benefits Committee.

LAN — Local Area Network.

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 Work Load.

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) 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.

M Basis — 12 calendar months, or portions thereof, from July 1 to June 30. Restricted to certificated employees in specially funded programs. Employees are eligible for illness pay, receive pay for holidays but not for faculty vacation periods unless specifically included in the contract for the particular program. Vacation is earned at the rate of .05 hour for each hour for which pay is received up to a limit of 27 days accumulated vacation; no vacation is earned when the total exceeds 27 days.

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

MOU — Memorandum of Understanding.

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.

PACE — Project for Adult College Education (Art. 13.A.11).

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 fulltime. The service, service credit for retirement, and salary for each assignment shall be proportional to the ratio that the assignment bears to a fulltime 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

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. $3/15 = .2$.

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

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

STRS — State Teachers' Retirement System

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 — 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)

SENIORITY LISTS

Seniority Lists

A. Classroom Faculty:

TOP Discipline	TOP Code	Seniority List	City	East	Harbor	Mission	Pierce	Southwest	Trade Tech	Valley	West
01 Agriculture and Natural Resources							P				
	0102.0	Animal Science					P				
	0102.40 A	Horse Science					P				
	0102.40 B	Mule Science					P				
	0109.20	Ornamental Horticulture			H		P				
02 Architecture and Environmental Design											
	0201.00	Architecture	C	E	H		P		T	V	W
03 Environmental Sciences and Technology											
	0301.00	Environmental Science	C							V	
04 Biological Sciences											
	0401.00	Biological Science	C	E	H	M	P	S	T	V	W
	0402.00	Botany			E						
	0403.00	Microbiology	C	E		M					
	0407.00	Zoology		E							
	0410.00	Anatomy		E		M					
	0410.01	Physiology	C	E		M					
05 Business and Management											
	0502.00	Accounting	C	E	H	M	P	S	T	V	W
	0504.00	Finance	C	E	H	M			T		
	0504.01	Mortgage Finance							T		
	0505.00	Business	C	E	H	M		S	T	V	W
	0506.00 A	Management		E				S	T		W

0506.00 B	Management and Supervision			H		P				W
0506.36	Supervision	C	E		M		S	T		
0508.00	International Business			H	M	P				
0509.00 A	Marketing	C	E	H	M			T	V	W
0509.00 B	Marketing and Finance					P				
0511.00	Real Estate	C	E	H		P	S	T	V	
0514.00 A	Computer Applications Office Technology	C		H	M	P	S		V	
0514.00 B	Computer Applications Office Technology-Computer		E							W
0514.00 C	Computer Applications Office Technology-Legal		E							W
0514.00 D	Computer Applications Office - Technology Non-Computer		E							W
0514.00 E	Word Processing	C	E			P	S		V	W
0514.02	Office Machines		E					T		
0514.20	Medical Terminology				M					
0516.00	Labor Studies							T		
06 Media and Communications										
0602.00 A	Journalism	C	E	H		P	S		V	
0602.00 B	Photojournalism					P				
0603.00	Broadcasting (Radio & TV)	C	E			P			V	W
0606.00	Public Relations		E			P				
0612.00	Cinema	C			M	P			V	W
0614.10 A	Multimedia				M			T	V	
0614.10 B	Multimedia-Animation				M				V	
0614.10 C	Multimedia-Digital Video				M				V	
0699.00	Media Arts								V	
07 Information Technology										
0702.00	Computer Science Information Technology	C	E	H	M	P	S		V	W
0702.01	Computer Information Systems			H		P		T		W
0708.00	Computer Technology	C				P		T		
08 Education										
0801.00	Education		E						V	

0809.00	Education - Special		E							
0835.00 A	Physical Education			H	M	P	S	T	V	W
0835.00 B	Physical Education (Dance)		E							W
0835.00 C	Physical Education (Men)	C	E							
0835.00 D	Physical Education (Women)	C	E							W
0835.00 E	Physical Education (Non-Activity)							T		
0835.00 F	Physical Education (Ice Hockey)									W
0837.00 A	Health	C		H	M	P	S	T	V	
0837.00 B	Health (Women)		E							
0837.00 C	Health (Men)		E							
0850.00	American Sign Language		E			P		T		

09 Engineering and Industrial Technologies

0901.00	Engineering		E		M			T	V	
0901.01	Electrical Engineering & Electronics				M					
0934.00 A	Electronics	C	E	H		P			V	
0934.02 B	Electronics Technology							T		
0934.04 C	Television	C								
0934.30	Electronic Communications							T		
0934.40 A	Cable Splicing Apprentice							T		
0934.41 B	Electrical Lineman Apprentice							T		
0946.01	Air-Conditioning & Refrigeration							T		
0947.00	A Diesel and Related Technology							T		
0947.00 B	Heavy Duty Truck & Diesel Mechanics							T		
0948.00	Automobile Technology Mechanics		E	H		P				
0948.01 A	Automotive Technology		E							
0948.02 B	Automotive & Related Technology							T		
0948.30	Motorcycle Repair Mechanics							T		
0949.00 B	Automotive Collision Repair							T		
0950.00	Aviation									W
0950.20	Aviation Maintenance Technician									W
0950.40	Aircraft Electronics Technology									W
0952.10 A	Carpentry							T		
0952.11 B	Carpentry Apprenticeship							T		

0952.20	Electrical Construction & Maintenance								T		
0952.30	Plumbing								T		
0952.50 A	Cabinet Making & Millwork								T		
0952.51 B	Cabinet Millwork Apprentice								T		
0953.00	Drafting		E	H	M					V	
0953.40	Mechanical Drafting		E								
0954.00	Chemical Technology								T		
0954.20	Civil Drafting		E								
0954.30	Electrical, Electronic & Electro-Mechanical Drafting		E								
0954.41	Mechanical Drafting (Engineering, Mechanical Technology)		E								
0956.00	Manufacturing & Industrial Technology		E								
0956.01	Engineering Technology			H							
0956.30 A	Engineering Tool Manufacturing									V	
0956.31 B	Machine Shop CNC					P			T		
0956.41	Sheet Metal Apprentice								T		
0956.50 B	Welding					P					
0956.50 A	Welding Gas & Electric								T		
0957.00	Engineering Operation & Maintenance								T		
0957.01	Operation & Maintenance Apprentice								T		
0957.02	Street Maintenance								T		
0957.80	Industrial Quality Control		E								
0958.01 A	Solid Waste Management Technology								T		
0958.02 B	Supply Water Technology								T		
0958.03 C	Wastewater Technology								T		
0958.30	Surveying		E								

10 Fine and Applied Arts

1001.00 A	Art				H				S	T	
1001.00 B	Art – History, Appreciation	C	E		M	P				V	W
1002.10 C	Art (Drawing, Painting, 2D Design)	C	E		M	P				V	W
1002.10 D	Art (Printmaking)	C								V	
1002.20 A	Art (Ceramics, Sculpture 3D Design)	C	E			P					W
1004.00 A	Music (General)				H	M			S	T	

1004.00 B	Music-Instrumental (Band and/or Orchestra)	C	E			P			V	
1004.00 C	Music-Piano, Theory, Literature	C	E			P			V	W
1004.00 D	Music-Vocal (Choral and/or Voice)	C	E			P			V	W
1005.00	Music (Commercial)	C		H		P			V	W
1007.00	Theater Arts	C	E	H		P	S	T	V	W
1008.00	Dance						P			V
1012.00	Photography (Vocational)	C	E	H	M	P	S		V	
1013.01 C	Art (Photography, Graphics)		E							
1030.00 B	Art (Photography Graphics)					P				
1030.00 C	Visual Communications							T		

11 Foreign Language

1102.00	French	C	E	H	M	P	S	T	V	W
1103.00	German	C							V	
1104.00	Italian	C	E		M	P			V	
1105.00	Spanish	C	E	H	M	P	S	T	V	W
1106.00	Russian	C								
1107.00	Chinese	C	E							
1108.00	Japanese	C	E	H		P				W
1109.00	Latin	C								
1111.00	Hebrew									V
1112.00	Arabic	C								
1117.10	Filipino	C								
1117.30	Korean	C								
1119.00	Portuguese	C								
1199.00	Armenian	C							V	

12 Health

1201.01	Health Occupations							T		
1204.20	Dental Hygiene									W
1204.30	Dental Technology	C								
1210.00	Respiratory Therapy		E						V	
1223.00	Health Information Technology		E							
1225.00	Radiological Technology	C								
1230.10	Nursing	C	E	H		P	S	T	V	

1230.20	Nursing (Vocational)							T		
1230.30	Certified Nurse Assistant/Certified Home Health Aide			H						
1250.00	Emergency Medical Technology		E	H						
13 Family and Consumer Studies										
1301.00 A	Family & Consumer Studies	C	E	H	M				V	
1301.00 B	Family & Consumer Studies-Dietetics	C								
1302.00	Interior Design				M					
1303.10	Fashion Design							T		
1303.11	Tailoring							T		
1303.20	Fashion Merchandising							T		
1305.00	Child Development	C	E	H	M	P	S	T	V	W
1306.30	Culinary Arts							T		
1306.32	Baking – Professional							T		
1307.10	Food Services Management				M					
1307.11	Restaurant Management							T		
14 Law										
1401.00 A	Law	C	E		M	P	S			
1401.00 B	Law History								V	
1401.00 C	Business Law	C		H					V	
1402.00	Paralegal Studies									W
15 Humanities/Letters										
1501.00 A	English	C	E	H	M	P	S	T	V	W
1501.00 B	Special Reading – English		E							
1501.10	Linguistics	C							V	
1506.00	Speech, Debate and Forensics	C	E	H	M	P	S	T	V	W
1509.00	Philosophy	C	E	H	M	P	S	T	V	W
16 Library Science										
1601.00	Library Science	C		H	M	P			V	
1602.00	Library Media Technology		E							

17 Mathematics

1701.00	Mathematics	C	E	H	M	P	S	T	V	W
1799.00	Statistics								V	

19 Physical Sciences

1901.00	Physical Science	C			M	P			V	
1902.00	Physics	C	E	H	M	P	S	T	V	
1905.00	Chemistry	C	E	H	M	P	S	T	V	W
1911.00	Astronomy	C	E	H	M	P		T	V	W
1914.00B	Geology/Oceanography		E			P				
1914.01 A	Geology			H				T	V	
1919.00	Oceanography			H					V	
1930.00	Earth Science	C								

20 Psychology

2001.00	Psychology	C	E	H	M	P	S	T	V	W
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21 Public and Protective Services

2104.40	Addiction Studies				M	P				
2105.00 A	Administration of Justice	C	E	H	M	P	S	T	V	W
2105.10	Corrections	C								W
2133.00	Fire Technology		E	H	M				V	W
2199.00	Community Planning/Economic Development							T		

22 Social Sciences

2202.00	Anthropology	C	E	H	M	P	S	T	V	W
2203.00	Afro-African-American Studies	C	E		M				V	
2203.01	Chicano Studies	C	E		M				V	
2203.02	Asian-American Studies		E							
2203.03	Jewish Studies								V	
2204.00	Economics	C	E		M	P	S	T	V	W
2205.00	History	C	E	H	M	P	S	T	V	W
2206.00	Geography	C	E	H	M	P	S	T	V	W
2207.00	Political Science	C	E		M	P	S	T	V	W
2208.00	Sociology	C	E	H	M	P	S	T	V	W

30 Commercial Services

3007.00	Cosmetology							T		
3009.00	Travel Tourism									W

49 Interdisciplinary Studies

4903.00	Humanities	C		H	M	P	S	T	V	W
4930.09	Supervised Learning Assistance							T		
4930.11	Non-credit Vocational Education							T	V	
4930.13 A	Personal Development	C	E		M			T	V	W
4930.13 B	Personal Development (Career Instruction)				M					
4930.20	Developmental Communications		E	H	M		S	T	V	
4930.72 A	Learning Skills	C	E		M			T	V	W
4930.72 B	Learning Skills (English)	C								
4930.72 C	Learning Skills (Mathematics)	C								
4930.72 D	Learning Skills (Speech)	C								
4930.72 E	Non-Credit Basic Skills							T		
4930.80	ESL	C	E		M	P	S	T		
4930.82	Non-Credit ESL (Survival Level)				M				V	
4930.90	Citizenship (Non-Credit)								V	
4932.00	Cooperative Education			H	M	P	S	T	V	

B. Non-classroom Faculty/Service Position:

	City	East	Harbor	Mission	Pierce	Southwest	Trade Tech	Valley	West
Seniority List									
Counselor	C	E	H	M	P	S	T	V	W
Disability Specialist	C	E	H	M	P	S	T	V	W
Librarian	C	E	H	M	P	S	T	V	W
Nurse					P				
Director, Child Development Center	C	E	H	M	P	S	T	V	W
Teacher, Child Development Center	C	E	H	M	P	S	T	V	W

FACULTY SERVICE AREAS (FSAs)

Faculty Service Areas (FSAs)

TOP Discipline	TOP Code	FSA	Masters (Y/N)
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01 Agriculture & Natural Resources

0101.00	Agricultural Production	N
0101.00	Agriculture	Y
0102.00	Animal Science	N
0102.40	Equine Science	N
0103.00	Agricultural Production	N
0109.20	Ornamental Horticulture	N
0112.00	Agricultural Business/Related Services	N
0115.10	Recreation Administration	Y

02 Architecture and Environmental Design

0201.01	Architectural Technology	N
0201.04	Architecture	N

03 Environmental Sciences and Technology

0301.00	Environmental Science	Y
0303.00	Environmental Technology	N

04 Biological Sciences

0401.00	Biological Sciences	Y
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05 Business and Management

0502.00	Accounting	Y
0504.00	Banking and Finance	N
0505.00	Business	Y
0506.00	Business	Y
0506.30	Industrial Relations	N
0506.40	Small Business Development	N
0510.00	Transportation	N
0511.00	Real Estate	N
0514.00	Office Technologies	N
0516.00	Labor Relations	N

06 Media and Communications

0602.00	Journalism	Y
0603.00	Broadcasting Technology	N
0606.00	Public Relations	N
0612.00	Film Studies	Y
0614.10	Multimedia	N
0699.00	Media Production	N

07 Information and Technology

0702.00	Computer Information Systems	N
0708.00	Computer Service Technology	N

08 Education

0801.00	Education	Y
0835.00	Physical Education	Y
0835.50	Coaching	N
0837.00	Health	Y
0850.00	Sign Language	N

09 Engineering and Industrial Technologies

0901.00	Engineering	Y
0934.02	Electronics	N
0934.03	Electronic Technology	N
0934.30	Electronics	N
0934.40	Electricity	N
0934.70	Electro microscopy	N
0935.00	Electro-Mechanical Technology	N
0936.00	Printing Technology	N
0946.00	Air Conditioning, Refrigeration, Heating	N
0946.10	Plumbing	N
0947.00	Diesel Mechanics	N
0948.00	Auto Mechanics	N
0948.30	Motorcycle Repair	N
0949.00	Autobody Technology	N
0950.00	Aeronautics	N
0952.00	Construction Technology	N
0952.10	Carpentry	N
0952.11	Carpentry	N
0952.20	Electricity	N
0952.22	Electricity	N
0952.30	Plumbing	N
0952.50	Cabinet Making	N
0954.00	Environmental Technologies	N
0955.30	Drafting	N
0956.01	Industrial Technology	N
0956.30	Machine Tool Technology	N
0956.40	Sheet Metal	N
0956.50	Welding	N
0956.80	Manufacturing Technology	N
0957.02	Industrial Maintenance	N
0957.30	Engineering Support	N

10 Fine and Applied Arts

1002.00	Art	Y
1004.00	Music	Y
1005.00	Commercial Music	N
1006.00	Stagecraft	N
1007.00	Theater Arts	Y
1008.00	Dance	Y
1011.00	Photography	Y
1012.00	Photographic Technology/ Commercial Photography	N
1013.00	Commercial Art	N
1099.00	Folk Dancing	N

11 Foreign Language

1102.00	French	Y
1103.00	German	Y
1104.00	Italian	Y
1105.00	Spanish	Y
1106.00	Russian	Y
1107.00	Chinese	Y
1108.00	Japanese	Y
1109.00	Latin	Y
1111.00	Hebrew and Semitic	Y
1112.00	Arabic	Y
1117.00	Thai	Y
1117.10	Filipino	Y
1117.30	Korean	Y
1119.00	Portuguese (Classical)	Y
1199.00	Armenian	Y
1199.01	Yiddish	Y
1199.02	Farsi	Y

12 Health

1201.00	Health Care Ancillaries	N
1204.20	Dental Hygiene	N
1204.30	Dental Technology	N
1210.00	Respiratory Technician	N
1221.00	Pharmacy Technology	N
1222.00	Physical Therapy Assisting	N
1223.00	Health Information Technology	N
1225.00	Radiologic Technology	N
1228.00	Athletic Training	N
1230.10	Nursing	Y
1230.11	Nursing Science: Clinical Practice	N
1230.20	Licensed Vocational Nursing	N
1250.00	Healthcare Ancillaries	N

13 Family and Consumer Studies

1301.00	Family and Consumer Studies	Y
1302.00	Interior Design	N
1303.10	Fashion and Related Technologies	N
1305.00	Child Development	Y
1306.30	Culinary Arts/Food Technology	N
1307.10	Restaurant Management	N

14 Law

1401.00	Law	Y
1402.00	Legal Assisting	N

15 Humanities/Letters

1501.00	English	Y
1501.10	Linguistics	Y
1506.00	Speech	Y
1509.00	Philosophy	Y

16 Library Science

1601.00	Library Science	Y
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17 Mathematics

1701.00	Mathematics	Y
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18 Military Science

1801.00	Military Science	N
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19 Physical Sciences

1901.00	Physical Science	Y
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1902.00	Physics/Astronomy	Y
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1905.00	Chemistry	Y
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1911.00	Physical Astronomy	Y
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1914.00	Earth Science	Y
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20 Psychology

2001.00	Psychology	Y
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21 Public and Protective Services

2102.00	Community Planning/Economic Development	N
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2102.01	Public Administration/Urban Planning	Y
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2104.40	Addiction Paraprofessional Training	N
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2105.00	Administration of Justice	N
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2105.30	Administration of Justice	N
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2133.00	Fire Technology	N
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2199.00	Banking and Finance	N
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22 Social Sciences

2201.00	Social Science	Y
2201.10	Women's Studies	Y
2202.00	Anthropology	Y
2203.00	African-American Studies	Y
2203.01	Chicano Studies	Y
2203.02	Asian-American Studies	Y
2203.03	Jewish Studies	Y
2204.00	Economics	Y
2205.00	History	Y
2206.00	Geography	Y
2207.00	Political Science	Y
2208.00	Sociology	Y

30 Commercial Services

3007.00	Cosmetology	N
3009.00	Travel Services	N

49 Interdisciplinary Studies

4901.00	Interdisciplinary Studies	Y
4903.00	Humanities	Y
4930.13	Counseling	Y
4930.20	Learning Assistance	Y
4930.70	Learning Assistance	Y

VIDEO DISPLAY TERMINALS

1. **Definitions.** A VDT user shall be defined as a faculty member working ten (10) or more hours per week on campus at a VDT on tasks related to his/her assignment.
2. **Ergonomics** - the design of a safe and healthful work environment. The purchase or lease of VDTs and associated equipment and its installation, use and maintenance shall conform to the following ergonomic guidelines:
 - a. **Lighting**
 - (1) The VDT work station shall be located perpendicular to and away from windows, and between rows of lights, to avoid excessive glare. Where such an arrangement is not possible, windows shall be fitted with blinds or drapes.
 - (2) Whenever possible, the work area shall be painted with a low-reflective color.
 - (3) The lighting in the work area shall be from indirect or recessed sources, with the exception of an adjustable task light; the task light shall be made available to operators who request it.
 - b. **Glare**
 - (1) The luminance of VDT characters against their background shall be of a high contrast ratio, so that the characters are easily distinguishable, such as is found in screens with yellow or light green characters on a dark green background.
 - (2) If screen color and adjustable lighting are unable to reduce screen glare, a non-glare screen overlay shall be fitted on the VDT.
 - c. **Keyboard and Screen**
 - (1) The keyboard shall be adjustable and detachable.
 - (2) The screen shall be adjustable horizontally and vertically to fit the operator's plane of vision, with the top of the screen being about eye level when the operator is sitting at the terminal.
 - (3) The screen shall be adjustable for brightness and contrast.
 - (4) The minimum dot matrix composition for screen characters shall be 5 x 7 pixels.
 - d. **Printer**
 - (1) Excessive printer noise (defined as an average of 65 db or above measured over the six or seven hour work day), at the regular work station of the two (2) employees nearest the source, shall be reduced by a combination of distance and/or noise reducing techniques, such as noise reducing cover or shield, carpeting, and sound absorbing ceilings and walls. Nevertheless, printers that produce 80 db or more shall be in a separate room.

e. Chair and Desk

- (1) The chair shall be adjustable for seat height, backrest height and backrest angle. The chair shall be adjustable by the user while the chair is in an upright position without the use of tools. The chair backrest shall provide correct lumbar support. The chair base shall have five (5) prongs with casters. Chairs with optional armrests shall be provided at the request of the employee. Chair seat, backrest, and armrests shall be made of moisture absorbing material.
- (2) Either by way of adjustable work surface (i.e. computer table, desk top, etc.) or appropriate accessory, the screen and keyboard must be able to be situated at different levels.
- (3) There shall be an adequate work surface large enough to accommodate a document holder adjustable for height, distance and angle.
- (4) The leg space under the table shall be free from obstructions.
- (5) A glare-inhibiting matte desk surface is desirable.
- (6) Footrests and wristrests shall be available.

f. Maintenance and Monitoring

- (1) Color monitors with screens measuring more than 14 inches diagonally shall be inspected annually for excess x-ray emission. Regulation of CRT voltage should be within the specifications of the manufacturer.
- (2) As necessary, each VDT shall be maintained by qualified personnel, and shall be checked for flicker, clarity of image, size of image, contrast, brightness and adjustability. Equipment which cannot maintain proper adjustment shall be replaced.
- (3) If an employee discovers a problem with a VDT or accessory he or she shall report it immediately. The necessary repairs and/or adjustments shall be made to correct the problem in a timely manner.
- (4) Maintenance records for VDT's and associated equipment shall be maintained by the supervisor or manager responsible for the equipment. These records shall be available at reasonable notice to the user working on a particular piece of equipment and to the AFT for all equipment.
- (5) Indoor temperature in the workplace shall be maintained at not less than approximately 65 degrees Fahrenheit. Adequate ventilation shall be provided.

3. **Work Breaks.** Every user shall be required to take a fifteen minute work break every hour away from the terminal to accomplish other work. Such breaks shall be in addition to regularly scheduled rest breaks. Users shall not be required to operate VDT equipment fifteen minutes before the end of the work day.

- 4. Eye examinations.** Users required by an optometrist or ophthalmologist to have corrective lenses required specifically and exclusively for VDT usage shall have the cost of such lenses and basic (least expensive) frames borne by the District for the initial prescription and each time the prescription changes (frames to be replaced when they are no longer serviceable). If a user is required by an optometrist or ophthalmologist to have an eye examination more frequently than once a year, the cost of the additional examination(s) shall be borne by the District. Lenses and frames not required exclusively for VDT use shall be paid for by the user who may utilize the benefits available from the District's hospital/medical and/or vision care insurance plans.
- 5. Pregnancy and Disability.** Research into the areas of radio frequency and other types of radiation has not yet yielded final conclusions regarding the effects of radiation on employees who are pregnant or who suffer from certain disabilities or diseases.
- a. At their request, pregnant employees shall be reassigned from their duties involving VDTs, shall be moved from the vicinity of VDTs, or shall remain in their positions and shall be relieved of their VDT duties, for the term of the pregnancy. At the conclusion of the pregnancy, the employee shall have the right to return to the position from which she was last reassigned. If the employee does not return immediately after the pregnancy, return rights shall be in accordance with the return rights granted for the specific type of leave she is on.
 - b. Disabled employees shall be reassigned from VDT duties or shall be moved from the vicinity of VDTs, or shall remain in their position and shall be relieved of VDT duties, upon the recommendation of their physician for the period of time recommended. Upon being released by his/her physician to resume duties involving VDTs or to return to a work space in the vicinity of VDTs, an employee shall be assigned to a position in his/her classification without loss of pay or benefits.
- 6. Training and Education.** The AFT and the District shall develop and distribute a written guide for the safe and healthful operation of VDTs and associated equipment. The guide shall include, but is not limited to, instructions on relaxation exercises for visual and musculoskeletal strain, the proper use of footrests and wristrests, proper posture and other beneficial work habits. As new information becomes available, it shall be incorporated into this guide.

The District and the AFT shall sponsor workshops regarding the safe and healthful use of VDTs and associated equipment semiannually.

With regard to VDTs and other associated microelectronic technology, the following training opportunities shall be made available:

- a. VDT users shall be trained on the normal use of VDTs and associated equipment and its safe and healthful operation. Such training shall be made available through formal classes, in-service training, on the job training, and/or training provided by manufacturers and vendors.
- b. All employees shall be provided training by the District in new office technology that they are required to use and operate. Employees are also encouraged to obtain training in new office technology as it is introduced in an office or operational unit; the District shall make every reasonable effort to make such training available to those who desire it. When the District requires an employee to be trained on new hardware or software, the cost of the training shall be borne by the District, and appropriate released time shall be granted to the employee.

7. New Technology and Job Security. No employee shall be laid off or demoted as a consequence of the introduction of microelectronic technology (hardware or software); employees shall be required to participate in training on such technology as directed by the District to obtain or maintain an acceptable level of proficiency in the new technology. To the extent possible, affected employees shall be involved in the selection and implementation of technological changes.

8. Implementations.

- a. The purchase and installation of new microelectronic equipment, not intended to replace existing equipment, shall be in accordance with the guidelines contained in this Appendix.
- b. As existing equipment is replaced, the replacement of such equipment shall conform to the guidelines contained in this Appendix.
- c. Priority shall be given to upgrading the equipment and work environment of VDT users as defined to conform to the guidelines contained in this Appendix. Replacement equipment shall be provided to VDT users according to the approximate number of hours the user works at a VDT, with those users working at the equipment the greatest number of hours receiving replacements first. Other equipment shall be replaced with equipment which meets the guidelines set forth in this Appendix as it becomes necessary to replace such equipment; the work environment shall be improved as necessary.
- d. VDTs and associated equipment and/or accessories which do not presently meet the guidelines in this Appendix shall be brought up to the guideline standards within one (1) year from the date of this Agreement.
- e. Notwithstanding the implementation guidelines contained in this Appendix, whenever VDT equipment and/or accessories are determined to be faulty and cannot be adjusted or repaired, they shall be replaced immediately with equipment which meets the standards contained in this Appendix. No employee shall be required to use, operate or be exposed to unsafe equipment or accessories.

9. Any disputes arising out of the implementation of this Appendix shall be resolved by the AFT and the District in a good faith effort to reach agreement.

CLASS CODES

0401	Consulting Instructor, LSC	0753	Instructor, Special Assignment
0403	Consulting Instructor	0755	Bargaining Unit Representative
0407	Consulting Instructor (SFP)	0756	Academic Senate Officer
0467	Nurse	0757	Instructor, Summer (SFP)
0468	Nurse (SFP)	0758	Instructor, Special Assignment, LSC (SFP)
0551	Director, Child Development Center	0759	Instructor, Special Assignment (SFP)
0552	Vice Director, Child Development Center	0795	Department Chair, Library
0553	Child Development Center Teacher	0798	Department Chair, Teaching
0554	Child Development Center Teacher(SFP)	0801	Non-Credit Teacher, Adjunct
0555	Dir, Child Development Center (SFP)	0802	Non-Credit Teacher, Adjunct, Sub
0706	Counselor	0803	Non-Credit Teacher, Adjunct (SFP)
0710	Counselor, Collective Bargaining Replacement	0804	Non-Credit Teacher, Adjunct, Sub (SFP)
0711-0781	Department Chair	0806	Instructor, Special Assignment, Adjunct, Sub
0711-0782	Department Chair, 7 Hr Duty (.2D)	0807	Instructor, Special Assignment, Adjunct, Sub (SFP)
0711-0783	Department Chair, 14 Hr Duty (.4D)	0808	Instructor, Special Assignment, Adjunct
0711-0784	Department Chair, 17.5 Hr Duty (.5D)	0809	Instructor, Special Assignment, Adjunct (SFP)
0711-0785	Department Chair, 21 Hr Duty (.6D)	0810	Instructor, Adjunct, On-Site Supervisor
0711-0786	Department Chair, 24.5 Hr Duty (.7D)	0811	Instructor, Adjunct
0711-0787	Department Chair, 28 Hr Duty (.8D)	0811	Walk-On Head Athletic Coach Stipend
0711-0788	Department Chair, 35 Hr Duty (1.0D)	0812	Child Development Center Teacher, Adjunct
0712	Department Chair, Counseling	0813	Ancillary Adjunct Service (60% exempt)
0713	Department Chair, Library	0816	Instructor, Adjunct, Sub
0715	Counselor (SFP)	0817	Instructor, Adjunct, Collective Bargaining Replacement
0721	Vice Department Chair	0818	Instructor, Special Assignment, Adjunct, Collective Bargaining Replacement
0722	Vice Department Chair, Counseling	0820	Child Development Center Teacher, Adjunct (SFP)
0723	Vice Department Chair, Library	0821	Child Development Center Teacher, Adjunct, Sub
0730	Librarian	0822	Child Development Center Teacher, Adjunct, Sub (SFP)
0734	Disability Specialist	0826	Instructor, Adjunct, Sub (SFP)
0735	Disability Specialist (SFP)	0828	Disability Specialist Adjunct
0739	Librarians (SFP)	0829	Disability Specialist Adjunct Sub
0741	Instructor	0830	Counselor, Adjunct
0743	Instructor, Coach		
0744	Instructor, Collective Bargaining Replacement		
0747	Instructor, Summer		
0748	Pace Instructor		
0750	Athletic Director		
0751	Instructor, Special Assignment, LSC		

0831	Counselor, Adjunct, Collective Bargaining Replacement
0832	Counselor, Adjunct, Sub
0834	Counselor, Adjunct (SFP)
0836	Counselor, Adjunct, Sub (SFP)
0844	Instructor-Advisor, Adjunct (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
8121	Instructional Development Grantee
8141	Walk-on Assistant Athletic Coach Stipend (not represented)

KEY

SFP:	Specially Funded Program
Sub:	Substitute
LSC:	Learning Skills Center

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 his/her 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.

* *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.*

- 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.
- 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



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: _____

ARTICLE 17.B FROM 1996-99 AGREEMENT

B. Selection of Department Chairs Department Chairs shall be elected by the department and appointed by the College President as follows:

1. Eligibility

- a. All regular and contract faculty members of a department may be considered for the Department Chair position.
- b. All regular and contract faculty members regularly assigned to a department are eligible to vote for chair.
- c. Faculty members on position leave to serve in a management position are not eligible to vote.
- d. Every eligible member of the department may be considered for Department Chair. The ballot will include only the names and the names of only those eligible department members who confirm their candidacy, in writing, by 4 p.m. on the third working day before the election to the President, except in cases arising under Section B.3.
- e. The ballots shall be prepared and brought to the election by the President or designee.

2. Voting

- a. The vote shall be conducted by the Exclusive Representative and the office of the College President or designee at a special meeting scheduled at least three (3) weeks in advance for the purpose of selecting a Department Chair.
- b. All voting shall be by secret ballot.
- c. To be elected, a candidate must receive a majority of the votes of the eligible voters in the department present and voting.
- d. 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.
- e. In the event that the two final candidates tie, and the tie cannot be broken, selection shall be determined by lot.

3. Voting - Third Consecutive Terms

- a. To be elected to a third consecutive term, a Department Chair must receive 2/3 or more of the votes on the first ballot. If he/she does not receive 2/3 or more of the votes on the first ballot, his/her name shall be removed from the ballot.
- b. If the Department Chair does not receive 2/3 or more of the votes on the first ballot, the ballot shall be open to all eligible candidates confirming their candidacy and balloting shall continue in accordance with Section B.2. of this Article.

4. Selection

- a. The tally shall be recorded and signed by the College President or designee and exclusive representative.
- b. The name of the department member elected shall be forwarded to the College President. The College President shall appoint the elected department member Department Chair.
- c. If the department is unable or refuses to elect a Department Chair, the College President shall appoint a Department Chair.

5. Term of Office

- a. The term of office is 3 years commencing July 1 of the year selected.
- b. In the event that a Department Chair does not complete his/her term of office, a new Chair shall be selected, in accordance with this Article, to serve for the remainder of the unexpired term.

6. Department Chair Recall/Removal

- a. A Department Chair may be removed by the College President. The reasons for removal must be for cause and stated in writing.
- b. A Chair may be recalled by the department by a 2/3 vote of the department. Such recall election may be instituted by a petition signed by 40% of the department and filed with the Office of the President. The reasons for recall must be stated in writing. The Department Chair shall have a chance at a department meeting to answer to the reasons for recall before voting takes place. The vote shall be conducted by the Exclusive Representative and the Office of the College President or designee within 3 weeks of the filing of the recall petition.
- c. Recall/removal may be instituted no sooner than one semester after the Chair takes office.
- d. A Department Chair recalled shall not be eligible for the position of Department Chair until another Chair has served in that position.
- e. ~~A Department Chair removed shall not be eligible for the position of Department Chair for a period of one year.~~

LOAD BANKING FORM

Application for Load Banking and Credit Leave¹

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 Banked²:

Semester/Session Date for Banking	Course Name and Number	Number of Units/Hours for Banking	Banking Completed (date)	Comment

Total Load Bank Credits to be earned³: _____

From: _____ To: _____
Semester Year Semester Year

Will this Load Credit Leave be combined with a Sabbatical Leave⁴: Yes No

Will this be a half time or full-time Load Credit Leave⁵: half full

Additional Hours of Load Credit Earned to be eligible⁶: _____

Date this **Application for Load Banking Credit** expires⁷: _____

¹The 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.

²An instructor may only bank assignments that are beyond his/her 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.

³The 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.

⁴The 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.

⁵A 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.

⁶As per Article 39, F.3.

⁷Each 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.

SELECTED MOU's

- 1981-01 Art. 5 Consultation
- 1980-03 Art. 12 Class Size
- 1998-01 Art. 12 Cancellation of PACE Classes
- 1992-01 Art. 13 Day-to-day Substitute Service
- 1984-04 Art. 13 Load 15 Classes in Physical Education
- 1992-02 Art. 13 Interpretation of EC 87482.5
- 1992-03 Art. 13 Meaning of "Consecutive Years"
- 1992-05 Art. 13, 25 Exclusion of Absence Time
- 1992-08 Art. 13 Payment for Partial Overload
- 1993-01 Art. 13, 35 Order of Employment
- 2002-04 Art. 13 PACE Assignments
- 2002-07 Art. 13 Pay by Class Process Agreement
- 1986-01 Art. 14 Athletic Coaching (Head Coach Released Time)
- 1988-04 Art. 14 Department Chair With Head Coaching Assignments
- 1980-04 Art. 16 Retention
- 1992-07 Art. 16 "Peralta" hourly instructors
- 2002-08 Art. 16, 29, 43 ... Pay Equity for Part Time Instructors
- 1983-01 Art. 17 Assistant Dean vacancies
- 1985-01 Art. 17 Department Chair Ballots
- 2003-01 Art. 17 Calculation of FTEP and Chair Reassigned Time
- 2003-07 Art. 17 Contract Interpretation On Evaluation Of Adjuncts By Vice-Chairs
- 2005-02 Article 17,
Appendix J Contract Interpretation On Faculty Member Voting Eligibility
For Department Chair Elections
- 2002-06 Art. 23 Professional Development Rules and Practices
- 1994-01 Art. 34 Availability for Transfer
- 2002-09 Appendix A Definition/Meaning of "Accreditation"
- 2005-05 Appendix M Choice of Holiday Period for 2006-07, 2007-08

1981-01 Art. 5 — Consultation

General Provisions, Section 4 (Consultation)

Consultation can occur only as follows:

1. **Campus Matters:** Consultation must be between the AFT chapter chairperson or his/her designated representative (designation must be in writing) and the College president or his/her designee (designation must be in writing) prior to any action to adopt or modify any written policy, rule, regulation or procedure governing conditions of employment relating exclusively to that campus.
2. **District Matters:** Consultation must be between the AFT President or executive secretary and Mr. William W. Spaeter or his designee (designation must be in writing) prior to any action to adopt or modify any written policy, rule, regulation or procedure governing conditions of employment.

If there is any doubt that a consultation shall take place concerning any item, it would be appropriate to consult.

A good faith effort to reach agreement during consultation means a meeting(s) of the parties as indicated above with an exchange of ideas, views and/or information. After all evidence and materials have been reviewed and given reasonable consideration, the final decision shall rest with the Board or its representative.

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 in 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.)

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 uncanceled 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.

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 his/her 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 workload. 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.

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	802 Modern Dance II
702 Water Safety Instruction	803 Modern Dance III
710 Officiating Competitive Sports I	804 Modern Dance IV
711 Officiating Competitive Sports II	805 Ballet I
712 Introduction to Physical Education	806 Ballet II
713 Introduction to Coaching Athletics	807 Ballet III
714 Coaching Team Sports	808 Ballet IV
715 Coaching Individual Sports	810 Folk Dance
716 Games and Rhythms/Elementary School I	813 Music Analysis and Modern Dance
716 Games and Rhythms/Elementary School II	814 Dance Production
717 Fundamentals of Athletic Training	817 Concepts of Human Movement
719 Advanced Athletic Training	818 Fundamental Rhythms
801 Modern Dance I	819 Dance Choreography

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 60 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 60 percent of a fulltime 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 60% of fulltime 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 60% rule, nor toward service leading to tenure. A temporary faculty member with active assignments exceeding 60% but who is absent sufficiently that actual service does not exceed 60% will not have that semester counted as exceeding 60%. 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 60% 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 60% 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 generating 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.

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.

1986-01 Art. 14 — Athletic Coaching (Head Coach Released Time)

Question: Can head coaches use the additional released time as indicated in Article 14, Section E.1.c, at any time or in any combination during the academic year?

Answer: No. Article 14, Section E.1.c., grants additional released time to head coaches. This additional released time is to be granted during the semester that the sport is not scheduled. Example: Additional time shall be granted for Football during the following Spring Semester, for Basketball during the following Spring Semester, for Baseball during the preceding Fall Semester, etc.

If an individual assigned to coach a Spring sport is granted the additional released time during the Fall Semester and the person declines the coaching assignment, he/she will owe the District an equivalent amount of classroom time to be made up within the next calendar year notwithstanding the overload-underload provision of Article 14, Section D.3.

1988-04 Art. 14 — Department Chair With Head Coaching Assignments

If a department chair receiving 6/10ths released time has continuing head coaching assignments for both semesters and is continuing for a third semester, that individual's assignment will be overloaded in accordance with Article 14.D.3. Once the individual's overload equals three hours, he/she shall be paid for that overload if he/she is scheduled to be a head coach and continues as a 6/10ths released time department Chair the following semester.

2005-04 Art. 14 — Athletic Director No-Harm Compensation

The Los Angeles Community College District (the "District") and the Los Angeles College Faculty Guild, AFT Local 1521 (the "AFT") agree to the following:

The following Athletic Directors will receive the compensation listed below in lieu of the stipend amount they would have received as determined under the compensation package (with stipends at \$1600/sport with football counting two) specified in Article 14 and Appendix A of the 2005-2008 Agreement.

The compensation amounts listed below will be paid out in twelve level pay increments.

If any Athletic Director (AD) listed below has a break in service in his AD position for any reason (including giving it up and later returning to it) any further AD compensation would be the stipend amount as determined under the compensation package (with stipends at \$1600/sport with football counting two) specified in Article 14 and Appendix A of the 2005-2008 Agreement.

[Due to privacy the list is on file with District Human Resources Unit.]

This MOU shall apply to each of the above named Athletic Directors until such time as (1) they have a break in service in their AD position; OR (2) they continue in service as AD but the stipend amount as determined under the compensation package specified in Article 14 and Appendix A of the 2005-2008 Agreement becomes larger than the amount listed above. (This could occur if stipend amounts are later negotiated to be larger and/or if the number of intercollegiate sports offered at the Athletic Director's college increases.)

Justification: Article 14 and Appendix A of the Agreement provides for a stipend method of payment for Athletic Directors (with stipends at \$1600/sport with football counting two). But current Athletic Directors were promised, in the course of negotiations, that none would be harmed if the stipend method of payment yielded less compensation than what they earned in the 2005-2005 academic year using the method of payment under Article 14 Plan A 1 of the 2002-2005 Agreement.

1980-04 Art. 16 — Retention

Provisions in the faculty contract continue an hourly rate seniority system. Under these new provisions there will be no need for processing leaves of absence to retain these seniority rights during periods when not assigned. To avoid unnecessary paperwork, please inform the appropriate members of your staff that hourly rate leaves of absence are no longer to be processed for the purpose of maintaining seniority. Formal illness leaves of absence for hourly rate employees will continue to be required for periods of more than 20 days (four weeks). All the provisions of this Article become effective the Spring 1981 semester. All employees eligible for an hourly rate assignment in the Fall of 1980 shall be considered as being on leave during that semester if not granted an hourly rate assignment for Fall of 1980.

1992-07 Art. 16 — “Peralta” hourly instructors

A “Peralta” permanent hourly-rate instructor earns hourly-rate seniority credit in the manner provided in the agreement, and is placed on the hourly-rate seniority list as thereby provided. The Peralta permanency intervenes to prevent loss of the assignment under Article 16.D.1 (the Peralta permanent instructor is considered a “monthly rate employee” with respect to Article 16.D.1), if by following the provisions of hourly-rate seniority the instructor would lose the assignment. A “Peralta” permanent hourly-rate instructor may not decline the covered hourly-rate assignment without losing that permanent status. Such a person who needs to be absent from that assignment should instead accept the assignment and apply for leave of absence against the position; for an approved leave, the permanent status is not affected.

Education Code Section 87467 provides that any person who retires is dismissed from all assignments effective at the end of that school year.

A person with “Peralta” permanency in an hourly-rate assignment loses that permanent status under the automatic dismissal provided for by EC 87467.

A “Peralta” hourly instructor who is dismissed from that assignment under the provisions of EC 87467, due to a retirement under a retirement program not pursuant to the hourly assignment, may be hired as an hourly instructor after retirement with no loss of hourly seniority. A “Peralta” hourly instructor who retires under the provisions of a retirement program which is pursuant to an hourly assignment loses all hourly seniority upon that retirement, but may be rehired after retirement with loss of any previous seniority.

Justification: to clarify the status of Peralta hourly employees, and the effect of retirement upon Peralta status and hourly seniority for such employees.

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 fulltime 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 parttime equity payment, for adjunct faculty teaching in disciplines with fulltime 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.

1983-01 Art. 17 — Assistant Dean Vacancies

The parties agree that when vacancies occur in the position of Assistant Dean assigned the supervisory responsibility for a department without a department chair position that the parties will consult in a good faith effort to reach agreement on the issue of replacement with a new Assistant Dean or elected department chair.

1985-01 Art. 17 — Department Chair Ballots

Question: How should the ballot appear for the election of a department chair to a third consecutive term when he/she is running unopposed?

Answer: The ballot in such an instance should state:

Should (name) be reelected as department chair?

Yes No

If the candidate fails to get 2/3 of the votes cast (absent blanks and abstentions), then the voting procedure continues as described in Contract Interpretation #27, dated March 13, 1984.

If there is more than one candidate for the position, then the initial ballot shall contain the names of all candidates and proceed as per the Agreement.

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.

2003-01 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: <i>Apple</i>		Chairperson: <i>Johnny Appleseed</i>	Term: <i>7/1/03-6/30/06</i>
Fall Term Start Date: <i>Sept. 1, 2003</i>		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 his or her designee.” While this language could be interpreted as barring a non-tenured faculty member from completing a basic evaluation unless he or she is 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 himself/herself, 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.

2005-02 Article 17, Appendix J — Contract Interpretation On Faculty Member Voting Eligibility For Department Chair Elections

The following contract interpretation clarifies faculty member eligibility for voting and department chair candidacy, as described in Article 17, Department Chairs and Departments, and Appendix J, Selection of Department Chairs.

Question: Is a contract or regular faculty member eligible to vote for or become a candidate for chair of a department when he or she 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?

Conclusion: When a faculty member is moving from one department (the 'sending' department) to another department (the 'receiving' department) and he or she will be a member of the 'receiving' department when the new department chair term begins (e.g. July 1, 2005), then the faculty member is eligible to vote in or become a candidate for chair of the 'receiving' department, and he or she is ineligible to vote in or become a candidate for chair of the 'sending' department.

Analysis: Pursuant to Article 17, Section B, Selection, Term and Removal of Department Chairs, "1. A department chair is a faculty member elected by his or her peers within the department to represent the department as an instructional or service unit in its relations with the college administration, students and other segments of the college community." And further, "Department Chairs shall be elected from among the contract and regular faculty of the department for a term of three years commencing on the first day of July next following the election." In the instance when it is known in advance that a contract or regular faculty member will be assigned to a department as of the date that the new chair term begins, it seems more important to grant the newly assigned department member the right to have a voice in the selection of the department chair than to require the change in department membership be in effect before allowing the new member to vote. At the same time, those leaving a department do not have the right to vote in the department chair election in their departing department when the new department assignment begins in time to allow participation in a chair election process in the newly assigned department.

Article 17, Section B also sets limitations on who cannot vote or run for chair and, since, "An individual on a leave of absence may become a candidate for Department Chair, but only if he or she is scheduled to return from the leave in time to assume the Chair's duties at the beginning of the Chair's term," it seems reasonable that a faculty member who meets all other conditions to vote or run for chair at the beginning of a department chair term should be treated as if he or she is part of that department at the time of the election.

All other condition of conducting a chair election as set forth in Appendix J, in the absence of other agreed upon terms for chair elections as per Article 17.B.2.c remain in force.

Justification: This contract interpretation is needed to assure consistent application of these contract provisions and to clarify and standardize practices relating to election of department chairs.

2002-06 Art. 23 — Professional Development Rules and Practices

In order to clarify and standardize practice among the colleges in implementation of professional development days (also known as flex days or staff development days) which appear in the calendar, the following will apply:

- Mandatory professional development day will require the attendance of all fulltime classroom faculty at the planned college activities on that day; hourly faculty are welcome to attend such activities but may meet their professional development obligation as well by the methods indicated below.

- For fulltime 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.
- For persons with hourly teaching assignments, the hourly 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 standard hours value of a course is the number of hours per week it would have met if taught in full semester mode in a traditional uncompressed semester). Hourly 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. Professional development obligation applies to nontraditional instruction such as PACE, TBA, online, and noncredit, and regardless of whether the class is full semester or short term.
- 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. 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.

Justification: to clarify and standardize concepts relating to professional development obligation throughout the District, applying the same standards to those who may teach at more than one college, and utilizing an approach agreed to in the Level Pay per Course project.

1994-01 Art. 34 — Availability for Transfer

In applying Article 34.C.5.a (1) or (2) to voluntary transfers for reasons of comparative staffing, the work "available" shall be interpreted to mean those persons on the transfer list who are currently at colleges identified in 34.C.3.b and whose current assignment meets the criteria of 34.C.3.b for limited adverse impact.

Justification: to clarify the language of Art. 34.D, Administrative Transfer.

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.

2005-05 Appendix M — Choice of Holiday Period for 2006-07, 2007-08

The Los Angeles Community College District (the “District”) and the Los Angeles College Faculty Guild, AFT 1521 (the “AFT”), agree to amend Appendix M as follows:

1. For the 2006-07 academic year:

D-basis non-classroom faculty shall be given a choice of a holiday period that either

- i. Begins December 18 and ends January 2 (return to work on January 3) OR
- ii. Begins December 22 and ends on January 8 (return to work on January 9)

C-basis non-classroom faculty shall be given a choice of a holiday period that either

- iii. Begins December 18 and ends January 1 (return to work on January 2) OR
- iv. Begins December 22 and ends on January 7 (return to work on January 8)

2. For the 2007-08 academic year:

D-basis non-classroom faculty shall be given a choice of a holiday period that either

- i. Begins December 17 and ends January 1 (return to work on January 2) OR
- ii. Begins December 21 and ends on January 7 (return to work on January 8)

C-basis non-classroom faculty shall be given a choice of a holiday period that either

- iii. Begins December 18 and ends January 1 (return to work on January 2) OR
- iv. Begins December 21 and ends on January 6 (return to work on January 7)

If the college administration (where appropriate, in consultation with the Department Chair), determines that there are insufficient faculty providing services during either the Fall 2006 or 2007 semester final exam periods and/or during the first week of the Winter 2007 or 2008 intersessions respectively, the administration (where appropriate, working with the Department Chair), will ask for faculty who wish to volunteer to work during their holiday period with the understanding that comparable time off will be agreed to by all parties on a mutually acceptable date. Should the administration determine (where appropriate, in consultation with the Department Chair), that additional staffing is needed during this period, adjunct rate faculty may be hired as needed without regard to adjunct seniority.

Justification: At the time the District and the AFT negotiated the calendars in the 2005-2008 agreement, the overlap of C basis and D basis non-classroom faculty vacation periods with some of the days in the final exam schedules for 2006-07 and 2007-08 was overlooked. As a result the parties now agree the proposed change is in the interest of all concerned.

CALENDARS

2006-07, 2007-08, 2008-09

The following pages contain the academic year calendars for 2006-07, 2007-08, and 2008-09. In each year five calendars are listed:

Academic Year (15 week pattern)

In use at all campuses except WLAC for classroom faculty and those non-classroom faculty who are following the compressed 15 week pattern.

Academic Year (15 week alternate pattern)

In use at WLAC 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

Academic Year (M basis non-classroom)

For all campuses with M basis and partial M 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 2006-2007 (15 week pattern) (SAP)

PayPer	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Holid	Vac	Instr	StaffDev			
JUL	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
JUL06	30	31 ^s	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
AUG06	27	28	29	30	31 ^s	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
SEP06	24	25	26	27	28	29 ^s	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
OCT06	22	23	24	25	26	27	28	29	30	31 ^s	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
NOV06	19	20	21	22	23	24	25	26	27	28	29	30 ^s	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
DEC06	17	18	19	20	21	22	23	24	25	26	27 ^s	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13
JAN07	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31 ^s !	1	2	3	4	5	6	7	8	9	10
FEB07	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28 ^s	1	2	3	4	5	6	7	8	9	10
MAR07	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29 ^s	30	31	1	2	3	4	5	6*	7
APR07	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30 ^s	1	2	3	4	5
MAY07	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 ^s	1	2
JUN07	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 ^f !	30

KEY: Staff Development Holidays Vacation Days Final Exams

Staff Development mandatory on-campus (Colleges are closed on holidays)

*Payday *April 6 afternoon is a holiday (1/2 day). (marks start and end of classes) ! Start/end payroll

ACADEMIC YEAR 2006-2007 (15 week pattern WLAC) (SAP)

PayPer	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Holid	Vac	Instr	StaffDev
JUL	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22				
JUL06	30	31 ^s	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19				
AUG06	27	28	29	30	31 ^s	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16				
SEP06	24	25	26	27	28	29 ^s	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14				
OCT06	22	23	24	25	26	27	28	29	30	31 ^s	1	2	3	4	5	6	7	8	9	10	11				
NOV06	19	20	21	22	23	24	25	26	27	28	29	30 ^s	1	2	3	4	5	6	7	8	9				
DEC06	17	18	19	20	21	22	23	24	25	26	27 ^s	28	29	30	31	1	2	3	4	5	6				
JAN07	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31 ^{!!}	1	2	3				
FEB07	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28 ^s	1	2	3				
MAR07	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29 ^s	30	31				
APR07	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28				
MAY07	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26				
JUN07	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23				

KEY: Staff Development Holidays Vacation Days Final Exams
 Staff Development mandatory on-campus (Colleges are closed on holidays)
^sPayday *April 6 afternoon is a holiday (1/2 day). (marks start and end of classes) ! Start/tend payroll

ACADEMIC YEAR 2006-2007 (D basis) (SAP)

PayPer	Sun Mon Tue Wed Thu Fri Sat							Sun Mon Tue Wed Thu Fri Sat							Days off		Avail Days for Duty**																	
	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Holid	Vac ¹																		
JUL06	JUL 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	0	0	0	0	19
	JUL 30	31 ^s	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	20
AUG06	AUG 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	0	0	0	19
SEP06	SEP 24	25	26	27	28	29 ^s	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	0	0	0	0	0	20
OCT06	OCT 22	23	24	25	26	27	28	29	30	31 ^s	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	1	0	0	0	0	19
NOV06	NOV 19	20	21	22	23	24	25	26	27	28	29	30 ^s	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	2	0	0	0	0	18
DEC06	DEC 17	18	19	20	21	22	23	24	25	26	27 ^s	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	5	7	7	8	8	8
JAN07	JAN 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	0	0	0	19
FEB07	FEB 11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28 ^s	1	2	3	4	5	6	7	8	9	10	2	0	0	0	0	18
MAR07	MAR 11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29 ^s	30	31	1	2	3	4	5	6	7	1.5	4.5	4.5	14	14	14
APR07	APR 8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30 ^s	1	2	3	4	5	0	0	0	0	0	20
MAY07	MAY 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 ^s	1	2	1	0	0	0	0	19
JUN07	JUN 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	0	20

**20 of the available days must be unpaid non-duty days
¹one additional available day is taken as floating vacation
 YEAR TOTALS 15.5 12.5 212

KEY: Holidays Vacation Days

(Colleges are closed on holidays) (for winter holiday options see MOU 2005-5)

^sPayday *April 6 afternoon is a holiday (1/2 day). (marks start and end of C basis duty) ! Start/end payroll
 Of the available days for duty, one must be taken as a floating vacation day, and 20 must be unpaid and not worked, so that not more than 240 days are paid. For fulltime D7, 240 x 7 = 1680 hours in the fiscal year, including duty days worked, vacation and holidays (for fulltime D6, 240 x 6 = 1440)

ACADEMIC YEAR 2007-2008 (15 week pattern) (SAP)

PayPer	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Holid	Vac	Instr	StaffDev
JUL	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21				
JUL07	29	30	31 ^s	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18				
AUG07	26	27	28	29	30 ^s	31 ^{s!}	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
SEP07	23	24	25	26	27	28 ^s	29	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
OCT07	21	22	23	24	25	26	27	28	29	30	31 ^s	1	2	3	4	5	6	7	8	9	10	11	12	13	14
NOV07	18	19	20	21	22	23	24	25	26	27	28	29	30 ^s	1	2	3	4	5	6	7	8	9	10	11	12
DEC07	16	17	18	19	20	21	22	23	24	25	26	27 ^s	28	29	30	31	1	2	3	4	5	6	7	8	9
JAN08	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31 ^{s!}	1	2	3	4	5	6
FEB08	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29 ^s	1	2	3	4	5
MAR08	9	10	11	12	13	14	15	16	17	18	19	20	21*	22	23	24	25	26	27	28 ^s	29	30	31	1	2
APR08	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 ^s
MAY08	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
JUN08	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
JUL08	29	30 ^{s!}	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23

KEY: Staff Development Holidays Vacation Days Final Exams
 Staff Development mandatory on-campus (Colleges are closed on holidays)
^sPayday *March 21 afternoon is a holiday (1/2 day). (marks start and end of classes) ! Start/end payroll

ACADEMIC YEAR 2007-2008 (15 week pattern WLAC) (SAP)

PayPer	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Holid	Vac	Instr	StaffDev							
JUL	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21											
JUL07	29	30	31 ^s	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18											
AUG07	26	27	28	29	30 ^s	31 ^{s!}	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15											
SEP07	23	24	25	26	27	28 ^s	29	30	1	2	3	4	5	6	7	8	9	10	11	12	13											
OCT07	21	22	23	24	25	26	27	28	29	30	31 ^s	1	2	3	4	5	6	7	8	9	10											
NOV07	18	19	20	21	22	23	24	25	26	27	28	29	30 ^s	1	2	3	4	5	6	7	8											
DEC07	16	17	18	19	20	21	22	23	24	25	26	27 ^s	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	3	3	3	4
JAN08	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31 ^{s!}	1	2	3	4	5	6	7	8	9	0	0	0	0
FEB08	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29 ^s	1	2	3	4	5	6	7	8	2	0	18	0
MAR08	9	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	1.5	4.5	14	0
APR08	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 ^s	1	2	3	0	0	20	0
MAY08	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 ^s	1	0	19	0	
JUN08	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	2	6	2
	29	30 ^{s!}	1	2	3	4	5																									

KEY: Staff Development Holidays Vacation Days Final Exams
 Staff Development mandatory on-campus (Colleges are closed on holidays)
^sPayday *March 21 afternoon is a holiday (1/2 day). (marks start and end of classes) ! Start/end payroll

ACADEMIC YEAR 2007-2008 (C basis non-classroom) (SAP)

PayPer	Sun Mon Tue Wed Thu Fri Sat							Sun Mon Tue Wed Thu Fri Sat							Days off																																				
	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Holid	Vac	Duty	Days																																	
JUL07	JUL 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																										
AUG07	AUG 26	27	28	29	30	31 [!]	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19			1	0																						
SEP07	SEP 23	24	25	26	27	28 ^s	29	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	0	0	0	0																				
OCT07	OCT 21	22	23	24	25	26	27	28	29	30	31 ^s	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	1	0	1	0																	
NOV07	NOV 18	19	20	21	22	23	24	25	26	27	28	29	30 ^s	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	2	0	2	0															
DEC07	DEC 16	17	18	19	20	21	22	23	24	25	26	27 ^s	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	5	6	9	6												
	FALL TOTALS																												9	6	85																				
JAN08	JAN 13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31 ^{!s}	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	1	0	1	0									
FEB08	FEB 10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29 ^s	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	2	0	2	0								
MAR08	MAR 9	10	11	12	13	14	15	16	17	18	19	20	21*	22	23	24	25	26	27	28 ^s	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	1.5	4.5	1.5	4.5					
APR08	APR 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 ^s	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	0	0	0	0			
MAY08	MAY 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 ^s	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	1	0	1	0
	SPRING TOTALS																												5.5	4.5	90																				
JUN08	JUN 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	29	30	31	14.5	10.5	175																	
	YEAR TOTALS																												14.5	10.5	175																				

KEY: Holidays Vacation Days

(Colleges are closed on holidays) (for winter holiday options see MOU 2005-5)

*Payday *March 21 afternoon is a holiday (1/2 day). (marks start and end of duty) Start/end payroll

ACADEMIC YEAR 2007-2008 (D basis) (SAP)

PayPer	Sun Mon Tue Wed Thu Fri Sat							Sun Mon Tue Wed Thu Fri Sat							Days off																		
	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Holid	Vac	Duty	Days															
JUL07	JUL 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	1	0	19		
	JUL 29	30	31 ^s	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	0	0	20		
AUG07	AUG 26	27	28	29	30	31 ^h	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	1	0	19		
SEP07	SEP 23	24	25	26	27	28 ^s	29	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	0	0	20		
OCT07	OCT 21	22	23	24	25	26	27	28	29	30	31 ^s	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	1	0	19		
NOV07	NOV 18	19	20	21	22	23	24	25	26	27	28	29	30 ^s	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	2	0	18		
DEC07	DEC 16	17	18	19	20	21	22	23	24	25	26	27 ^s	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	5	7	8		
JAN08	JAN 13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31 ^h !	1	2	3	4	5	6	7	8	9	1	0	19		
FEB08	FEB 10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29 ^s	1	2	3	4	5	6	7	8	2	0	18		
MAR08	MAR 9	10	11	12	13	14	15	16	17	18	19	20	21*	22	23	24	25	26	27	28 ^s	29	30	31	1	2	3	4	5	1.5	4.5	14		
APR08	APR 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 ^s	1	2	3	0	0	20		
MAY08	MAY 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 ^s	31	1	0	19		
JUN08	JUN 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		
	JUL 29	30 ^s !	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	1
																														11.5	-21	-1	
																														1	15.5	12.5	
																														2.12			

**21 of the available days must be unpaid non-duty days
 y one additional available day is taken as floating vacation
 YEAR TOTALS

KEY: Holidays Vacation Days

(Colleges are closed on holidays) (for winter holiday options see MOU 2005-5)

^s Payday *March 21 afternoon is a holiday (1/2 day). (marks start and end of C basis duty) ! Start/end payroll
 Of the available days for duty, one must be taken as a floating vacation day, and 21 must be unpaid and not worked, so that not more than 240 days are
 paid. For fulltime D7, 240 x 7 = 1680 hours in the fiscal year, including duty days worked, vacation and holidays (for fulltime D6, 240 x 6 = 1440)

ACADEMIC YEAR 2008-2009 (15 week pattern) (SAP)

PayPer	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Holid	Vac	Instr	StaffDev	
JUL																										
JUL08	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 ^s
AUG																										
AUG08																										
SEP08																										
OCT08																										
NOV08																										
DEC08																										
JAN09																										
FEB09																										
MAR09																										
APR09																										
MAY09																										
JUN09																										
JUL																										

KEY: Staff Development Holidays Vacation Days Final Exams

Staff Development mandatory on-campus (Colleges are closed on holidays)

*Payday *April 10 afternoon is a holiday (1/2 day). (marks start and end of classes) ! Start/end payroll

ACADEMIC YEAR 2008-2009 (15 week pattern WLAC) (SAP)

PayPer	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Holid	Vac	Instr	StaffDev																																	
JUL08	JUL 6 3	7 4	8 5	9 6	10 7	11 8	12 9	13 10	14 11	15 12	16 13	17 14	18 15	19 16	20 17	21 18	22 19	23 20	24 21	25 22	26 23	27 24	28 25	29 26	30 27	31 ^s 28	1 29	2 30	0	2	0	0	3																									
AUG08	AUG 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	27	28	29	30	31	0	19	0																							
SEP08	SEP 28	29	30 ^s	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	29	30	0	20	0																						
OCT08	OCT 26	27	28	29	30	31 ^s	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	29	30	0																					
NOV08	NOV 23	24	25	26 ^s	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	22	23	24	25	26	27	28	29	30	0																			
DEC08	DEC 21	22	23	24	25	26	27	28	29	30 ^s	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	27	28	29	30	0																
JAN09	JAN 18	19	20	21	22	23	24	25	26	27	28	29	30 ^s !	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	27	28	29	30	0													
FEB09	FEB 15	16	17	18	19	20	21	22	23	24	25	26	27 ^s	28	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	29	30	0													
MAR09	MAR 15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30 ^s	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	27	28	29	30	0										
APR09	APR 12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30 ^s	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	29	30	0								
MAY09	MAY 10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29 ^s	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	27	28	29	30	0					
JUN09	JUN 7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30 ^s !	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	29	30	0			
JUL	JUL 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	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	30	0

KEY: Staff Development Holidays Vacation Days Final Exams

Staff Development mandatory on-campus (Colleges are closed on holidays)

*Payday *April 10 afternoon is a holiday (1/2 day). (marks start and end of classes) ! Start/end payroll

ACADEMIC YEAR 2008-2009 (C basis non-classroom) (SAP)

PayPer	Sun Mon Tue Wed Thu Fri Sat							Sun Mon Tue Wed Thu Fri Sat							Days off			
	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Holid	Vac	Duty	Days
JUL08	JUL 6 7 8 9 10 11 12 3 4 5 6 7 8 9							20 21 22 23 24 25 26 17 18 19 20 21 22 23										
AUG08	AUG SEP 31 1 2 3 4 5 6 29 30 ^s 1 2 3 4							14 15 16 17 18 19 20 12 13 14 15 16 17 18										
SEP08	OCT 26 27 28 29 30 31 ^s 1 23 24 25 26 27 28							9 10 11 12 13 14 15 7 8 9 10 11 12 13										
OCT08	NOV 23 24 25 26 ^s 27 28 29 21 22 23 24 25 26 27							4 5 6 7 8 2 3 4 5 6										
NOV08	DEC 20 21 22 23 24 25 26 18 19 20 21 22 23 24							1 2 3 4 5 6 30 31 1 2 3 4 5 6										
DEC08	JAN 18 19 20 21 22 23 24 15 16 17 18 19 20 21							7 8 9 10 11 12 13 5 6 7 8 9 10										
JAN09	FEB 12 13 14 15 16 17 18 10 11 12 13 14 15 16							14 15 16 17 18 19 20 12 13 14 15 16 17 18										
FEB09	MAR 15 16 17 18 19 20 21 12 13 14 15 16 17 18							21 22 23 24 25 26 27 19 20 21 22 23 24 25										
MAR09	APR 10 11 12 13 14 15 16 8 9 10 11 12 13 14							26 27 28 29 30 31 24 25 26 27 28 29										
APR09	MAY 5 6 7 8 9 10 11 3 4 5 6 7 8 9							1 2 3 4 5 6 7 30 ^s 31 1 2 3 4										
MAY09	JUN 2 3 4 5 6 7 8 1 2 3 4 5 6 7							8 9 10 11 12 13 14 6 7 8 9 10 11 12										
JUN09	JUL 5 6 7 8 9 10 11 3 4 5 6 7 8 9							15 16 17 18 19 20 13 14 15 16 17 18										
FALL TOTALS															9	6	85	
SPRING TOTALS															5.5	4.5	90	
YEAR TOTALS															14.5	10.5	175	

KEY: Holidays Vacation Days

(Colleges are closed on holidays)

*Payday *April 10 afternoon is a holiday (1/2 day). (marks start and end of duty) ! Start/end payroll

ACADEMIC YEAR 2008-2009 (D basis) (SAP)

PayPer	Sun Mon Tue Wed Thu Fri Sat							Sun Mon Tue Wed Thu Fri Sat							Days off																									
	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Holid	Vac	DutyDays																							
JUL08	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 ^s	1	2	3	4	5	1	0	3						
AUG08	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	27	28	29	30	31 ^s	1	2	3	4	5	1	0	19
SEP08	28	29	30 ^s	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	29	30	0	0	20				
OCT08	26	27	28	29	30	31 ^s	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	1	0	19				
NOV08	23	24	25	26 ^s	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	22	23	24	25	2	0	18				
DEC08	21	22	23	24	25	26	27	28	29	30 ^s	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	5	7	8				
JAN09	18	19	20	21	22	23	24	25	26	27	28	29	30 ^s !	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	2	0	18				
FEB09	15	16	17	18	19	20	21	22	23	24	25	26	27 ^s	28	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	1	0	19				
MAR09	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30 ^s	31	1	2	3	4	5	6	7	8	9	10*	11	12	13	14	15	16	1.5	4.5	14				
APR09	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30 ^s	1	2	3	4	5	6	7	8	9	10	11	12	13	14	0	0	20				
MAY09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29 ^s	30	31	1	2	3	4	5	6	7	8	9	10	11	1	0	19				
JUN09	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30 ^s !	1	2	3	4	5	6	7	8	9	0	0	17				
JUL	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 ^s !	1	2	3	4	5	6	7	8	9	0	0	1		
															FALL TOTALS			SPRING TOTALS			YEAR TOTALS																			
															11	12	13	14	15	16	17	1	2	3	4	5	6	5	7	8	15.5	12.5	212							

KEY: Holidays Vacation Days (Colleges are closed on holidays)

*April 10 afternoon is a holiday (1/2 day). (marks start and end of C basis duty) ! Start/end payroll

Of the available days for duty, one must be taken as a floating vacation day, and 21 must be unpaid and not worked, so that not more than 240 days are paid. For fulltime D7, 240 x 7 = 1680 hours in the fiscal year, including duty days worked, vacation and holidays (for fulltime D6, 240 x 6 = 1440)

**21 of the available days must be unpaid non-duty days
 †one additional available day is taken as floating vacation

ACADEMIC YEAR 2008-2009 (M basis) (SAP)

PayPer	Sun Mon Tue Wed Thu Fri Sat							Sun Mon Tue Wed Thu Fri Sat							Days off		Paid days**																	
	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Holid	Vac		Duty days**	days															
JUL08	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	1	0	3	4									
AUG	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	0	0	20	20									
AUG08	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	1	0	19	20									
SEP08	28	29	30 ^s	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	0	0	20	20									
OCT08	26	27	28	29	30	31 ^s	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	1	0	19	20									
NOV08	23	24	25	26 ^s	27	28	29	30	1	2	3	4	5	6	7	8	9	10	11	12	13	2	0	18	20									
DEC08	21	22	23	24	25	26	27	28	29	30 ^s	31	1	2	3	4	5	6	7	8	9	10	5	0	15	20									
FALL TOTALS																																		
JAN09	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	13	14	2	0	18	20	
FEB09	15	16	17	18	19	20	21	22	23	24	25	26	27 ^s	28	MAR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	1	0	19	20	
MAR09	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30 ^s	31	1	2	3	4	5	6	7	8	9	10*	11	1.5	0	18.5	20		
APR09	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30 ^s	1	2	3	4	5	6	7	8	9	0	0	20	20		
MAY09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29 ^s	30	31	1	2	3	4	5	6	1	0	19	20		
SPRING TOTALS																																		
JUN09	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30 ^{s!}	1	2	3	4	0	0	17	17		
JUL	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 ^{s!}	1	2	3	4	0	0	17	17

YEAR TOTALS 15.5 0 244.5 261
 **less 13.05 paid vacation days total -13.05 231.45 261

KEY: Holidays Vacation Days
 (Colleges are closed on holidays)

^sPayday *April 10 afternoon is a holiday (1/2 day).
 Of the available days for duty, 261 x .05 = 13.05 must be taken as paid vacation.
 For fulltime M7, 261 x 7 = 1827 hours in the fiscal year, including duty days worked, vacation and holidays.

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 _____
 Discipline _____
 Comments: _____

Employee Number _____
 Date _____

Fall	Year
Course	Units
Total	

Winter	Year
Course	Units
Total	

Spring	Year
Course	Units
Total	

Administrative Portion Annual Load Plan was: <input type="checkbox"/> APPROVED <input type="checkbox"/> 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 _____

SEXUAL HARASSMENT POLICY

Go to any or all of the following links on the District's website for information about sexual harassment, the actual Sexual Harassment Policy (Chapter XV of the Board Rules), the Sexual Harassment Pre-Complaint Questionnaire Form and information on what to do and who to contact:

Summary of sexual harassment

- What is sexual harassment?
- What type of behavior is sexual harassment?
- Your rights at the LACCD
- Simple guidelines for avoiding sexual harassment
- Who can be a victim of sexual harassment?

LACCD Sexual Harassment Policy

Sexual Harassment Pre-Complaint Questionnaire Form

What to do and who to contact

TOP CODE LINKAGES AND MAP

In the Agreement, Table A – Classroom Faculty Standard Teaching Loads, Appendix E – Seniority Lists, and Appendix F— Faculty Service Areas, have been organized using TOP Codes contained in the Taxonomy of Program (TOP), which is issued by the System Office of the California Community Colleges. According to the Taxonomy’s introduction, it provides a “system of numerical codes used at the state level to collect and report information on programs and courses, in different colleges throughout the state, that have similar outcomes.” While the Taxonomy was designed primarily to provide definitional parameters for the grouping of courses and programs, a districtwide taskforce, comprised of representatives from the AFT College Guild, the District Academic Senate and the administration, concluded that TOP codes would provide a useful mechanism for linking other related information, such as minimum qualifications, faculty service areas, contract teaching load, and seniority lists.

The graphic below provides examples on how TOP codes can be used for such linkages. Every course has an assigned TOP code, and thus every class section of that course has the same TOP Code. In order to collect apportionment, every class must be taught by an instructor who meets the minimum qualifications (MQs) to teach that subject. The box below, entitled CLASS, indicates the TOP code of the class (2001 – Psychology) and the name and employee number of the faculty member teaching the class (John Jones). Assigning a TOP code to the MQs for each subject taught within the District creates a linkage between a subject (e.g., Psychology) and the MQs necessary to teach that subject, as represented in the box entitled MINIMUM QUALIFICATIONS.

TOP codes can also provide a link between an instructor and a course, indicating that the instructor has the necessary MQs to teach the course. When regular and adjunct faculty are hired by the District, the Human Resources Division determines which Minimum Qualifications (MQs) the new employee meets. This information is maintained in the employee’s records. The box entitled INSTRUCTOR indicates that John Jones meets the MQs to teach both Psychology and Sociology. Since this information is identified by a TOP Code, it is easy to determine that John Jones has the MQs necessary to teach the Psychology course in the box entitled CLASS.

TOP Codes can also be used to identify the subjects that can be taught within a Faculty Service AREA(s), which can then be linked to a specific faculty member as indicated in the boxes entitled FACULTY SERVICE AREAS(S) and INSTRUCTOR. Finally, TOP Codes can be used to link the contract teaching load for a given subject, which can then be used to identify the contract teaching load for a specific class. The box entitled CONTRACT TEACHING LOAD identifies the teaching load for Psychology and then links this load to the CLASS, by means of the TOP codes.

TOP Code Linkages

INSTRUCTOR	
Employee #	111 222
Employee Name	John Jones
MQ 1	2001.00
MQ 2	2208.00
FSA 1	2201.00
FSA 2	2208.00

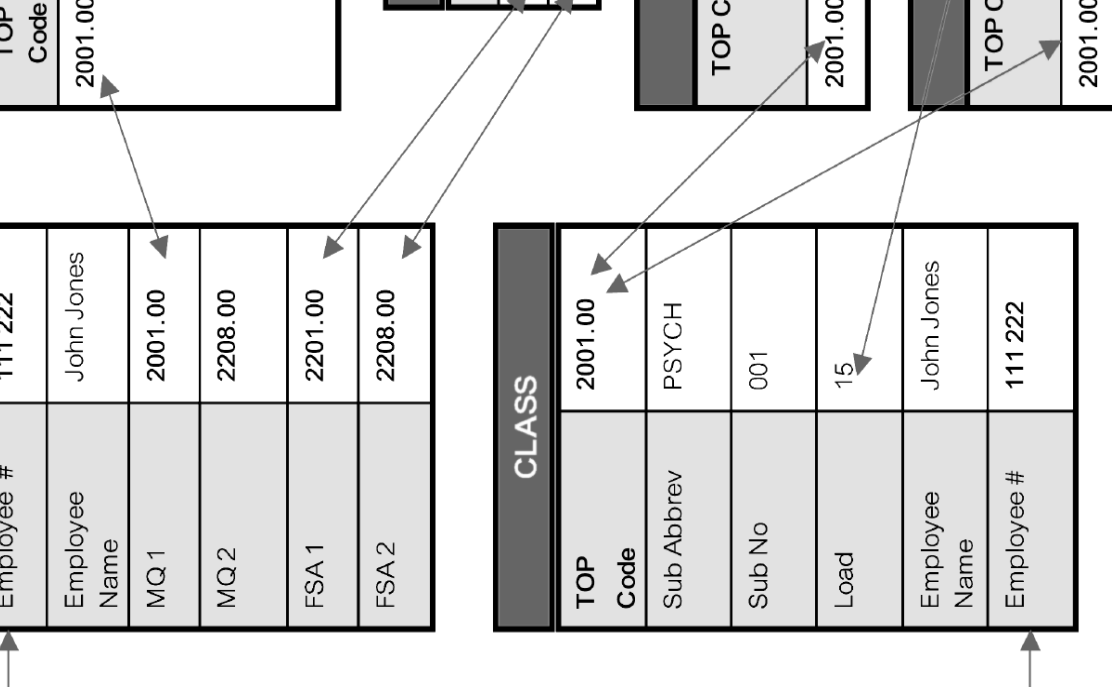
CLASS	
TOP Code	2001.00
Sub Abbrev	PSYCH
Sub No	001
Load	15
Employee Name	John Jones
Employee #	111 222

MINIMUM QUALIFICATIONS													
TOP Code	2001.00	State MQ Title	Psychology	MQs	Master's in psychology OR Bachelor's in psychology AND Master's in counseling, sociology, statistics, neuroscience, or psychiatric social work.	Masters	Yes	License	No	Title 5		SPC Code	760

FACULTY SERVICE AREA (S)	
TOP Code	FSA (Appendix F)
2001.00	Psychology
2208.00	Sociology

SUBJECTS									
TOP Code	2001.00	TOP Title	Psychology	Subject Code	825	Subject Abbreviation	PSYCH	Subject Title	Psychology

CONTRACT TEACHING LOAD					
TOP Code	2001.00	Table A Discipline	Psychology	Teaching Load (Standard Hours per week)	15



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Article 16.C.2 should read:

An adjunct employee shall be notified in writing of the reasons for termination due to reduction in force.



