

ADJUNCT

SURVIVAL GUIDE

Fall 2006

Prepared by the
Adjunct Issues Committee



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A Message From
Guild President Carl Friedlander

Familiarizing yourself with your rights as well as your obligations as a part-time instructor can be a daunting endeavor. To help guide you through the maze of rules and regulations, the Guild's Adjunct Issues Committee has put together this updated *Adjunct Survival Guide*.

The LA College Faculty Guild, AFT Local 1521, is always seeking ways to improve the quality of professional life for the 2,400 adjunct faculty who work in our district. We hope that this *Guide* saves you time you might otherwise have to spend hunting down answers to some of your questions. We intend to continually update the *Guide*; you should be able to access the most up-to-date version on our website at www.aft1521.org. I also want to encourage you, if you haven't already, to join and become active in the Guild (see Appendix C).

Disclaimer:

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

CARL FRIEDLANDER

President, LA College Faculty Guild
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In the Classroom

HOW DO I TAKE ATTENDANCE?

The first week of class you should get a roster in your mailbox. If the class is full, you will also receive a waiting list. Many students, in some cases nearly 1/3, will drop the class. You may add as many students as you want for a short period after class has begun, but not more than the number of seats in the room.

It is very important that you take accurate roll through census week. The student count on census week helps determine funding for the college and district. Check with your chair and your VP of Academic Affairs to see if your college requires you to take attendance throughout the semester.

Also, be aware that according to the California Education Code, you cannot assign a grade based solely on attendance. However, you may give a grade for participation (and, of course, attendance is part of that).

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

This varies – check with your department chair. There are usually upper limits, beyond which you are not required to add students. (The contract gives 34 as the average class size but that varies, depending on the number set by Academic Affairs for each course. Class size limits apply to intersessions, so don't let those classes be overloaded. Distance Learning classes have different limits – see Article 40.) In terms of a minimum, you generally need 15 students to keep a class open. If you start out with fewer than that, it might be a good idea to do some recruitment among students you know to keep the class from closing.

IS A COURSE SYLLABUS REQUIRED?

Yes. You are required to give your students accurate and complete information about your course requirements. Issue a complete syllabus which very explicitly states:

- Administrative information. Include the course name and section number, meeting times and place, your name and contact information, including your office hours and where the office hours will be held.
- Course description. List the topics to be covered and a course schedule by day or week.

- Materials required—textbooks, dissecting kits, drawing papers, art supplies, and any other materials.
- Prerequisites. What skills must the student have acquired prior to enrolling in your class?
- Rules of conduct. The LACCD has adopted 20 “Standards of Student Conduct.” These are commonly printed in the college schedule of classes or the college catalog, so they do not need to be reprinted in your syllabi. But many instructors reference these standard and include reminders about other prohibited activities, such as no eating or drinking in class, attendance requirements (and disciplinary actions for attendance problems), no cell phones or pagers going off, no young children in the classroom, and so on.
- Grading policy. Usually, each instructor decides on the grading policy for a class, but check with your department chair whether there are also standard requirements for the courses you are teaching. It is a good idea to explain in your syllabi how many exams will be given, topics covered on each exam, how many points and so on. State the criteria you will use to determine the final course grade.
- Academic dishonesty. Many teachers include a reminder that honesty and integrity are integral components of the academic process and cite college policy that violators are subject to disciplinary action. The college schedule of classes and catalog usually include a “Student Academic Integrity Policy Statement” and can be referenced.

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

HOW DO I HANDLE DISRUPTIVE STUDENTS?

Our faculty work hard to provide an environment where there is freedom to learn. To promote this educational opportunity, the District has adopted 20 “Standards of Student Conduct.” These standards are commonly printed in the college schedule of classes or the college catalog. Violations of these rules include interference with classes, abuse of an instructor, dishonesty, disruption of classes, willful disobedience, and other inappropriate behavior. When a student demonstrates unacceptable behavior that violates the Student Code of Conduct, there is a disciplinary procedure a faculty member should follow to correct the problem:

1. **Reminder.** Remind the class that your standard for appropriate behavior has been set forth in the Student Code of Conduct and/or in your syllabus.
2. **Verbal warning.** Should a student persist in being disruptive, issue the student a verbal warning.
3. **Written warning.** If the student’s misbehavior persists, issue the student a written warning.
4. **Suspension.** If verbal and written warnings are inadequate, a faculty member may suspend a student from class for up to two class days. If the student fails to leave the class when directed, campus police should be contacted for assistance.

If a student is suspended for only one class meeting, no additional formal disciplinary action is necessary. If the student is suspended for two class meetings, the faculty member should write down the circumstances and send it to the Department Chair, who will forward it to the area Dean, and the Vice Presidents of Academic Affairs and Student Services.

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

If necessary, the Vice President of Student Services will carry out further disciplinary actions, such as longer suspensions and expulsions.

WHAT IS AND IS NOT ALLOWED IN THE CLASSROOM?

There are rules on each individual campus; however, generally, food and beverages are not allowed in class nor is the use of pagers and cell phones. The LACCD has adopted a “no smoking” policy in all buildings. Many campuses have also restricted outdoor smoking to designated areas only. It is unlawful for a student to use a tape recorder or similar electronic device in class without the consent of the instructor. Students with certain disabilities are the exception to this rule — consult with the college’s Special Services office for specifics. Check with your department chair or the Dean of Student Services with any specific questions you have about classroom or campus rules.

AM I FREE TO CHOOSE MY OWN TEXTBOOKS?

This varies from campus to campus, and within each campus it also varies from department to department. Each department sets the policy. In some departments, new instructors must follow a recommended booklist, while more experienced instructors are more at liberty to choose their own materials.

DO WE HAVE ACADEMIC FREEDOM?

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

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

WHAT'S THE DEAL WITH SEXUAL HARASSMENT?

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

Each campus has a "Sexual Harassment Compliance Officer" and all instructors should seek information from this officer. You need to know your rights and responsibilities. The officer will be able to provide written information and informal advice in any situation.

The basic message is clear: If you are uncertain – ask The Sexual Harassment Officer. If you feel there is a potential problem brewing – tell The Sexual Harassment Officer.

Working Conditions

WHAT IS THE WORK ENVIRONMENT?

Work environment means a physical space, or conditions, in which you, the instructor, conduct your instruction (the classroom) or prepare for it (the office). The district and the Work Environment Committee on each campus have to make sure that the college operates in accordance with established health, safety, and sanitation standards. The contract states: “Adjunct faculty shall have access to office and storage space, as well as phone access.” It is the responsibility of the department chair “to provide adequate office space for their adjunct faculty.” The contract also specifies that adequate office space means “access to a desk, chair, telephone with voice mail, and file cabinet.” In addition, you should be given your own key to the office.

All faculty should also have access to “authorized instructional supplies, as well as reprographic, multimedia, and computer services (including LAN, internet and e-mail access).”

In reality, part-timers in many departments have to share a desk, a chair, a telephone, and a file cabinet with other part-timers (often more than one). In that case, the faculty lunch room, department workroom, library, or cafeteria may be an alternative. (General information on work environment can be found in Article 9 of the contract.)

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

Our new contract states that whenever possible, college website and printed directories should list the names, departments, voicemail extensions and e-mail addresses (when available) of all faculty, including adjuncts. So make sure that you send this information to the appropriate person (webmaster, dean).

WHAT ARE PAID OFFICE HOURS?

LACCD students are entitled to equal access to academic advice and assistance from faculty, including adjunct instructors. Adjunct instructors of credit courses are compensated for their time. The office hour differential of \$12.32 is added to every hour of an adjunct instructor’s pay rate, so your time for holding office hours is compensated at the rate of \$73.92 per hour. This now includes classified employees teaching as adjuncts.

• *What is my office hour obligation?*

You must provide 10 minutes of office hour for every standard hour (50 minutes) of instruction. For a 3-unit class on the compressed calendar used by all colleges in the district, this translates into 35 minutes of office hour time per week.

• *Where and when do I provide this service?*

Some adjunct faculty use their classrooms before or after class, when available. Some departments have set aside separate offices for adjuncts to share. Some colleges have a faculty lounge you can use. Some full-time faculty allow adjunct faculty to use their offices when they are not on campus. Check with your department chair.

You may choose a time that is convenient for you and your students. Your syllabus must state where and when office hours will be held for each class.

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

No, the program does not require faculty to provide a timesheet or other such record. If a department chair or supervising administrator asks to be informed of office hour time and place, instructors should provide this information.

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

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

WHAT ARE MY PROFESSIONAL DEVELOPMENT (FLEX) OBLIGATIONS?

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

Each college in the district has different procedures and forms for you to fill out and file. If you do not satisfy the college Professional Development Committee’s requirements for verification of compliance, you may lose pay.

Every college has opportunities throughout the semester to earn “flex credit.” Classes, workshops, and even field trips are offered on topics from CPR to computers. Most colleges also have an “orientation day” or similar activity at the start of the Fall semester. This counts as flex time and you get credit for the hours you attend. If you present a workshop or other activity you get double credit.

You may not, however, get credit for work you have gotten paid for, such as developing curriculum for which you received a grant, or teaching an outside workshop or class for which you received payment. Often, however, work that enhances learning in the broader community may qualify.

CAN I BE REIMBURSED FOR ATTENDING CONFERENCES AND TAKING CLASSES?

Yes! If you attend a professional conference or take classes relevant to your subject field, you may be eligible for partial reimbursement of conference expenses and tuition. The district provides each college with funds each year, which are often not used up. Check with your Professional Development Committee on your campus.

CAN I PARTICIPATE IN THE ACADEMIC SENATE AT MY SCHOOL?

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

WILL MY PERFORMANCE BE EVALUATED?

Your department chair is supposed to evaluate you before the end of your second semester and least once every six semesters after that. You are given ratings

of satisfactory, needs to improve, or unsatisfactory, based on your knowledge of the subject, effectiveness, performance of responsibilities, and recent professional growth. Evaluations may be based on student evaluations and observation by the department chair. An instructor with seniority may request a comprehensive evaluation if an “unsatisfactory” rating is received on a basic evaluation.

WHAT IS THE GRIEVANCE PROCEDURE?

A grievance is a process that seeks to remedy a violation of the collective bargaining agreement or of a written rule or regulation of the district. It is not a complaint or feeling of dissatisfaction alleging unprofessional conduct by another faculty member, rude behavior by others, or poor judgment by an administrator. However, even though a complaint may not be grievable, your Guild may be able to help. Some complaints might be resolved through exposure or other public pressure. Other conflicts are best handled through mediation. Either way, the Guild might be able to facilitate a resolution. Each campus has a grievance representative who is available to assist you. Your chapter president may also help you.

If you feel that a provision in the contract has been violated, you should first contact the campus grievance representative or the chapter president. If, in the judgment of the grievance representative, a grievable violation has occurred, your Guild will handle the grievance through all the steps of the process. This expert assistance is provided to all members of the bargaining unit.

HOW DOES SENIORITY WORK?

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

- ***What are seniority rights?***

Instructors with seniority rights are entitled to teach the same-day, same-time class each semester if practicable. If the same schedule is not available,

a comparable assignment shall be offered. Offers for other available classes are made in seniority list order for both first and second assignments although no new names have been added to the second class list since 2000. The lists are required to be readily available, either on your college website or through your department chair or VP of Academic Affairs.

The names of instructors of record are supposed to be listed in the schedule of classes, not just designated as “staff.”

- ***How is seniority determined?***

Classroom instructors (both full-time instructors teaching overload and part-time instructors) must complete three semesters of adjunct assignments and accept a fourth assignment within a period of eight consecutive semesters to be placed on a seniority list in a discipline. Seniority lists are ordered according to each adjunct employee’s first semester of employment. If you have a break in service, seniority is determined by your first semester of service following the most recent break.

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

Yes, part-time teachers may earn seniority in more than one discipline and on more than one campus.

- ***Can an instructor on the seniority list be “bumped” from a class?***

Bumping can occur if a campus’ class offerings in a discipline are reduced; in this case, instructors lose classes in reverse seniority order (i.e., those with the least seniority are bumped first) and all with a second class must be reduced to one class before anyone on the seniority list in a discipline is terminated entirely for the semester.

Also, full-time faculty members may bump an adjunct teacher if the class is needed to complete a full-timer’s schedule. In this situation, the bumped adjunct instructor may also bump an instructor with less seniority. A fulltimer who bumps an adjunct should bump the least senior person possible even if it results in his/her exceeding five work blocks. Bumping may only occur during the first two weeks of a semester.

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

If you are not offered a class due to a reduction in the offerings, you will remain on the seniority list for six semesters. If you refuse an assignment for three consecutive semesters, or four out of five consecutive semesters, you will be removed from the list.

Winter & Summer Sessions

WHAT ARE THE RULES FOR WINTER AND SUMMER INTERSESSIONS?

The winter and summer intersessions tucked between the fall and spring semesters have experienced heavy enrollment and provide additional opportunities for adjuncts. With student interest in short-term classes increasing and enrollments soaring, teaching during the winter and summer sessions is becoming a realistic opportunity for adjunct instructors.

- ***What is the priority for intersession hiring?***

The contract specifies the following hiring priorities:

1. Full-timers using the assignment as part of their regular load.
2. Full-time faculty, including those teaching for load banking credit.
3. Part-time instructors with seniority rights at the college.
4. All others.

The adjunct seniority lists will be used as a pool but NOT in seniority order. As part-time faculty teach during any intersession, their priority for the next intersession will be below all those who did not have an assignment in a previous corresponding intersession.

- ***What is intersession pay?***

Since the union and the district have adopted the concept of “pay-by-course,” an effort to move us away from the concept of “hourly” pay, adjuncts teaching winter or summer intersessions will receive pay equivalent to that earned for teaching that same course during a regular semester. The standard teaching hours associated with the assignment are used, rather than the actual hours served. So for a 5-week summer session, pay is based on 20 weeks.

WILL THESE ASSIGNMENTS COUNT AGAINST THE STATE’S 60% LIMIT?

No. Summer and winter intersession assignments are not included in the calculations limiting part-timers during regular semesters to 60% of a full-time load.

Salary and Benefits

SALARIES

The most exciting recent development for part-timers has been the District's agreement in principle to the concept of *pro rata* pay, or equal pay for equal work. The agreement, hammered out by the Guild and the District, reads: "The District will pay part-time temporary faculty for a course (or other appropriate unit of work), not hours."

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

Another boost for part-timers has been the allocation of equity funds by the state of California to bring part-timers closer to achieving pay equity with their full-time colleagues. Funding for this year is \$50.8 million. Our district's share will be paid out in the form of a pay differential added to the adjunct salary schedule of those teaching classes in the 12, 15, and 18 hour disciplines. The amount, which is added to the adjunct salary rate, is \$3.20 per hour.

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

There is no one in the district or at your college(s) who checks to see whether you get paid the right amount or get paid on time. This is entirely up to you.

There are four offices responsible for your payment: (1) your college's personnel department, (2) your college's payroll office, (3) the district's personnel department, and (4) the district's payroll department.

The college personnel department records your hours, so it is important that they have the correct information about the number of hours you work. The district's personnel department determines your pay rate (which column and step you are in on the pay scale). This department "releases" your assignment every semester, verifying your eligibility to be employed. If they do not release your assignment, you do not get paid.

Remember that it is incumbent upon you to check your hours, rate, and deduction information. If you spot a mistake on your paycheck, contact your college's payroll department. Each college has a SPOC (Single Point of Contact) who handles payroll problems. If you still need help, contact your chapter president.

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

If you are an adjunct instructor and NOT also employed as a full-time classified staff member or an administrator, then you are in column K (that would be most of us). Classified staff teaching as adjuncts are in column L, and regular contract faculty teaching overload are in column M. The nine steps refer to the years you have worked for the district. You also receive an hourly differential of \$11.63 for office hours plus the hourly differential of \$3.20 for pay equity from the state. For PhD's, another hourly amount is added. See Appendix E.

- ***How do I read my pay stub?***

Since the district's new SAP HR system was instituted in July 2005, there have been some glitches in the system. Check your pay stub carefully. The district website, www.laccd.edu, has bulletins on how to interpret the codes and forms to allow you to make changes.

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

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

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

File a change of address with the payroll office at your college(s).

- ***How are coaching stipends handled?***

Many changes have been made recently regarding payment to athletic coaches as well as to those who coach in performance areas (dance, speech, music, fashion, journalism, etc.) See Article 14 in the contract for all the details.

WHAT IS THE 60 PERCENT RULE?

California regulations prohibit part-time instructors from working more than “60%.” This sixty (60) percent rule states that no part-time temporary faculty member may be employed to teach more than 60 percent of the load of scheduled duties assigned a full-time, regular employee having comparable duties averaged over the semester. (Scheduled duties comprise the portion of a regular faculty member’s contractual responsibilities that consist of assigned teaching, counseling, or librarianship, but exclude office hours.)

The scheduled duties (or “load”) for a full-time regular employee are determined according to the standard teaching hours assigned per discipline, and this varies by discipline. If, for example, the standard number of teaching hours in a discipline is 15 hours, as in history, a part-time instructor may be assigned up to sixty (60) percent of the standard teaching load, or up to 9 hours per week. In English, the standard load is 12 hours, so the part-time instructor cannot exceed 7 hours per week.

You can, however, get a special waiver to teach over the 60% limit for no more than two semesters in three years. (So if you are offered an extra unit, you might want to wait for a more substantial overload assignment, since you can’t get permission to do it again for three years!) The waiver must be approved by the department, the college president or his/her designee, the Chancellor or his/her designee, your college AFT chapter president, and the AFT president. (It’s not as daunting as it sounds – it’s done all the time.)

The 60% rule applies to employment in each college district...thus the evolution of the “freeway flyer,” those who cannot earn a living from community college teaching unless they work in multiple districts.

• **What are ancillary activities?**

Although full-time instructors are supposed to take on many extra duties, sometimes there are not enough of them available to do the work, or the expertise of an adjunct may be needed. A new state law, SB 955, allows part-timers to be paid for “ancillary activities” or non-teaching assignments, without violating the 60% rule. These include:

- 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*

Adjuncts may also serve as appointed vice chairs of departments, supervising other part-time instructors. Let your VP of Academic Affairs and your department chair know if you’re interested in taking on extra paid assignments. Each college will decide how many hours the task will entail. Payment will be at the nonteaching rate, about \$50 an hour. Money is available in the colleges’ budgets to pay for these activities. Refer to Article 43 of the contract when you request to be paid for this work.

LEAVES

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

• **Am I entitled to sick leave?**

Adjunct instructors are entitled to receive one day of full-pay illness leave for each day worked per week during a semester. So if you teach two days a week in both fall and spring semesters, you receive four days of illness leave for the year. You need to begin working at the beginning of a semester to use your illness leave pay. Illness pay accumulates every semester – on your monthly pay warrant, you will see the number of full and half days you have accumulated. If you use up all your full-pay illness leave, you are eligible for extended illness leave at half-pay rate. When you

retire or quit the district, you lose those illness days unless you are vested in the STRS Defined Benefit plan, in which case you will receive service credit for unused sick leave when you retire.

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

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

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

CAN I OBTAIN MEDICAL BENEFITS?

Yes. If you meet certain criteria, you have access to any of the health plans offered to full-time instructors. Read the following carefully to understand how it works.

- ***Who qualifies for partially paid medical benefits?***

Beginning in March 2006, the district will contribute \$1,800 annually toward medical benefits for adjuncts who enroll and meet the following criteria:

- are teaching in the current fall or spring semester
- are on a seniority list
- teach at least .33 FTE in the LACCD
- have taught at least a .2 load for three out of the last eight semesters
- sign an affidavit attesting that they have no access to coverage through another employer

Coverage is for 12 months, even if not teaching intersessions. Payments must be made through salary deductions (the Premium Only Plan), so you are

using pre-tax dollars to pay your premiums, a savings that varies, depending on your tax bracket. Adjuncts who meet the above qualifications may purchase dental and vision coverage by paying 100% of the premiums through the POP plan.

The district contribution works out to \$150 a month, but premiums are deducted from 10 paychecks to cover 12 months of benefits, so the deductions will be slightly higher. For example, if you choose the Kaiser single person plan at \$305 a month, the district covers \$150 and you pay \$155. However, that \$155 is multiplied by 12 months and then divided into 10 paychecks, so your salary deductions will be \$186. It's actually costing you \$155 per month (less the percentage you save in taxes by using pre-tax income) for your medical benefits because no deductions are taken in July and August.

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

Adjuncts who do not qualify for this monthly contribution because they teach less than .33 but at least .2 FTE but otherwise meet all of the criteria listed above may purchase any of the medical, dental, and vision plans available through the District at 100% of the premiums. Payment must be made for six months of premiums in advance by check, cashier's check, or electronic fund transfer (when it becomes available) each semester. Although premiums are expensive, being part of the group plan has its advantages over purchasing health benefits on your own. In a group plan, you receive coverage regardless of your age, health, or pre-existing conditions.

- ***How do I find out about the plans?***

The District will send out a plan description booklet and application forms to eligible part-time faculty during the open enrollment period in the Fall. If you are already in the program and wish to continue to receive benefits, you must re-enroll before November 21, 2005. However, those wishing to join for the first time may enroll for the spring semester, too. Call (213) 891-2200 if you have not received the booklet outlining the plans and their costs or if you have any questions.

A benefit available at no cost to part-timers is psychological counseling through the Employee Assistance Program (EAP), which also covers anyone

living in your household. You are entitled to five sessions per incident, using the services of licensed mental health professionals to help with such issues as marital relations, parenting, depression, stress, and more. The program also offers consultations on legal and financial matters. See its website www.IntegratedInsights.com (password: LACCD) or call (800) 342-8111.

• Can I buy long term care insurance?

As a public employee, you are entitled to apply to CalPERS for their low-cost long term care insurance for you or a family member (even though the LACCD is not part of its retirement system). For more information on its enrollment periods and types of plans, check out its website, www.calPERS.ca.gov/ or call the regional office at (800) 982-1775.

• Do I have access to a teachers' credit union?

Adjuncts may use the services of the California Credit Union. See www.californiacu.org for branch locations and services or call (800) 334-8788.

WHAT RETIREMENT BENEFITS DO WE RECEIVE?

Part-time faculty currently have four retirement plan options. For more detailed information on retirement, including a comprehensive primer, see the Adjunct Retirement Resource Center at www.AFT1521.org. Social security is an option only for new hires and those

in PARS; those wishing to switch from STRS Cash Balance may do so in the spring semester of 2008 by election effective July 1 of 2008.

Currently, you may be enrolled in the California State Teachers Retirement System (STRS) Defined Benefit plan, the STRS Cash balance plan, or the Public Agency Retirement System (PARS). CalSTRS is a state government agency; PARS is a private provider.

Everyone in PARS was automatically transferred into the STRS Cash Balance plan in the summer of 2003 unless they requested to stay in PARS. If you have not had any contributions placed into PARS for two years, you may request that your funds be transferred. You should have received forms, but if not, contact Rudy Lopez in the retirement unit at the district, lopezR@laccd.edu. New hires are automatically put into the Cash Balance plan. However, a PARS member may switch to STRS and a Cash Balance member may switch to the Defined Benefit program.

One important consideration is that in the STRS Defined Benefit plan, you need five years of service credit to become vested in the system (i.e. 10 years of teaching half-time). Once you're in Defined Benefit, you may not transfer later to another plan. Before selecting a retirement option, part-time faculty should review the different options carefully. Detailed information can be obtained by contacting:

- CalSTRS: www.calstrs.ca.gov or (800) 228-5453

What are the differences among the plans?

| | <u>STRS Defined Benefit</u> | <u>PARS</u> | <u>CASH BALANCE</u> | <u>SOCIAL SECURITY</u> |
|-----------------------|---|---|---|---|
| Employee contribution | 8.00% of salary | 3.50% of salary | 3.75% of salary | 6.2% of salary |
| LACCD contribution | 8.25% of salary | 4.00% of salary | 4.25% of salary | 6.2% of salary |
| Vesting | 5 years full-time teaching (part-timers will take longer to vest; e.g., 50% load would require 10 years of service) | Immediate | Immediate | 40 calendar quarters |
| Benefits summary | Lifetime monthly allowance based on service credit x age x salary formula | Lump sum paid = total contributions plus interest accrued | Choice of lump sum (annuity options with account balance over \$3500) | Lifetime monthly payments (less possible offsets) |
| Withdraw early | Receive employee contribution | Receive employee + employer contribution | Receive employee + employer contribution | Not possible |

- PARS: www.parsinfo.org or (714) 250-0009

We are also eligible to take part in the tax-sheltered annuity program (403B accounts) through automatic payroll deductions. Information is available on the district website, www.laccd.edu.

CAN I RECEIVE UNEMPLOYMENT BENEFITS?

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

You may file a claim with the EDD:

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

The last day for which you are paid is the last day of finals. So if you want to file for benefits, you should not file until after that day.

Sometimes EDD personnel are not aware that, unlike K-12 teachers, we are entitled to collect unemployment in the summer. If you are denied benefits on the basis of having reasonable assurance of future employment, cite the Cervisi decision. (See Appendix F for the full text.) You may also contact the Guild or Merle Demoroff at (310) 286-0042 for help filing an appeal.

HOW CAN I BECOME A FULL-TIME EMPLOYEE?

Good question! Keep in mind that obtaining a full time position is not easy, although recently many of our colleges have hired a number of full-time instructors, including several from our Adjunct Issues Committee. A few of us have obtained full-time Instructor Special Assignment (ISA) positions or monthly assignments as PACE instructors, which include health benefits. The district website, www.laccd.edu, lists full-time and part-time job openings under employment opportunities. The AFT website, www.aft1521.org, has a link under “Adjunct Faculty, Employment” to websites with job openings for instructors, locally and elsewhere.

Hiring is not within the union’s power, since we are allowed to deal with only matters of hours, wages, benefits, and working conditions. It is within the domain of the college administration and the Academic Senate. However, we’ve found these tips to be helpful.

- **Participate.** Be active on campus and make yourself known. Attend department meetings and volunteer to serve on committees. Serve on the academic senate if your campus allows it. Get to know people by going to meetings and social gatherings. It helps to be known and well-thought-of, particularly as an instructor whom students recommend to others. You might volunteer to be an advisor for a student organization.
- **Be persistent.** Apply whenever there is an opening for which you are qualified. The contract states that at least one qualified adjunct working in our district must be invited to the selection interview for a full-time job. Try not to be demoralized — it is not uncommon for people to try for years before they finally land a full-time position.
- **Be aware.** Get to know the campus department chairs in disciplines for which you are qualified. Try to find out about potential job openings before they are officially advertised. Be aware of the “hot trends” departments are trying to latch onto, as well as the “dying trends” of practices or philosophies are being phased out.
- **Stay current.** Continue your education and professional development. Constantly work on your qualifications and stay abreast of new technology and developments in your field.

Campus Checklist

The following are important pieces of information to find out about at your individual campus. They vary among the nine campuses of the LACCD, so check with your department chair, AFT chapter chair, or administrative dean to fill in the blanks.

1. Whom to call when you're absent: _____
2. Employee number: _____
3. Department Chair name and number: _____
4. How to contact campus security: _____
5. How to access your email on campus: _____
6. Availability of computers for your use: _____
7. How to obtain supplies: _____
8. How to get campus parking: _____
9. How to get keys to rooms, offices, and bathrooms: _____
10. Department meetings and involvement: _____
11. How to access AV equipment, copying services, mailbox, voice mail, office space, phone, file cabinet: _____
12. Academic Senate contact: _____


Chapter Presidents

| College | Chapter President | Phone | Email |
|--------------------|------------------------|---------------------------|---------------------|
| 1. City..... | Mattie Moon..... | (323) 953-4000 x2955..... | Mmoon13956@aol.com |
| 2. East..... | Evelyn Escatiola | (323) 265-8757 | escatie@elac.edu |
| 3. Harbor | Rodney Oakes | (310) 522-8297..... | oakesr@aol.com |
| 4. Mission..... | Gary Prostag..... | (818) 364-7666..... | prostag@mission.edu |
| 5. Pierce..... | Bill deRubertis..... | (818) 719-6482..... | wder@socal.rr.com |
| 6. Southwest..... | Sandra Lee | (323) 241-5224..... | sanpsych@aol.com |
| 7. Trade Tech..... | Carole Anderson..... | (213) 763-3642..... | anderscl@lattc.edu |
| 8. Valley | Joanne Waddell..... | (818) 947-2566..... | wisters@attbi.com |
| 9. West..... | Olga Shewfelt..... | (310) 287-4223..... | shewfeo@wlac.edu |

Membership Form

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

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

| | | | |
|---|---|----------|--------|
|  <p>LA College Faculty Guild Local 1521 American Federation of Teachers, AFL-CIO 3356 Barham Blvd. Los Angeles, CA 90068 (323) 851-1521</p> | Please enroll me as a Guild member. | | |
| | NAME (First) | (Middle) | (Last) |
| Full-time faculty ___ Part-time faculty ___ | HOME ADDRESS (City) (Zip) | | |
| College: _____ | HOME PHONE E-MAIL ADDRESS | | |
| Employee Number: _____ | To the Board of Trustees: You are hereby requested to enroll me in Los Angeles College Faculty Guild (Code 721). I understand that this will not result in any additional sum being deducted from my paycheck. | | |
| OFFICE USE ONLY | | | |
| To Become Effective _____ No. of Reg. Mos. _____ | SIGNATURE DATE | | |
| Approved: _____ | | | |

Form 30082

Seniority Rules

ARTICLE 16, RETENTION AND SENIORITY, ADJUNCT

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

A. 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

B. 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 teaching assignments, same number of hours for non-teaching 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-teaching 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-teaching 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-teaching 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 hourly rate 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.

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 em-

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 work blocks, the additional work block 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.

ADJUNCT SALARY SCHEDULE

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

2006/07

| | DESK ^d | | | EESK ^d | | GESK | | FESK ^d | |
|---|---------------------|---------------------|--------------------|-------------------|-------|---------------------|-------|--------------------|-------|
| | Credit Teaching | | | Nonclassroom | | Sub credit teaching | | Noncredit teaching | |
| | K | L | M | K | L/M | K | L/M | K | L/M |
| 1 | 52.71 ^{*e} | 65.71 ^{*e} | 65.71 ^e | 49.75 | 60.10 | 57.08 | 68.95 | 48.05 | 58.04 |
| 2 | 54.40 ^{*e} | | | 51.34 | | 58.91 | | 49.59 | |
| 3 | 56.14 ^{*e} | | | 52.98 | | 60.80 | | 51.18 | |
| 4 | 57.94 ^{*e} | | | 54.68 | | 62.75 | | 52.82 | |
| 5 | 59.79 ^{*e} | | | 56.43 | | 64.76 | | 54.51 | |
| 6 | 61.70 ^{*e} | | | 58.24 | | 66.83 | | 56.25 | |
| 7 | 63.67 ^{*e} | | | 60.10 | | 68.97 | | 58.05 | |
| 8 | 65.71 ^{*e} | | | | | 71.18 | | 59.91 | |
| 9 | 67.81 ^{*e} | | | | | | | | |

*Plus \$12.32 office hour differential

^eplus \$3.10 equity differential for loads 12 - 18.

^dFor posted doctoral degree add 1.67 for DESK, .83 for EESK, and 1.01 for FESK.

All schedules column K have 3.2% between steps. DESK is for credit teaching in Fall, Winter, Spring and Summer. The total salary per term for one standard hour of credit or noncredit teaching is 20 times the rate shown in the schedule (DESK or FESK) above, using the pay by course method. For credit teaching in Col. K, the office hour differential per standard hour is 20 times the rate shown above. Regular classified with adjunct credit are on Col. L. The hourly 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. The method of equity payment distribution has been agreed to be a differential on the adjunct credit teaching schedule DESK, contingent upon funding.

Unemployment Benefits

(*Cervisi Decision*)

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

I. SUMMARY

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

II. BACKGROUND

A. Court Case

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

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

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

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

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

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

B. Reasonable Assurance Prior to *Cervisi*

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

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

C. Effect of *Cervisi*

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

D. Substitute Teachers

The provisions of *Cervisi* do not apply to substitute teachers. We will continue to apply the principles in *Long Beach*. The Court of Appeal in *Cervisi* made reference to the trial court distinguishing *Cervisi* from

Long Beach. See Section III. A.3 of the School Employee Claims Handbook for a discussion of the Long Beach case.

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

III. REFERENCE

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

IV. ACTION REQUIRED

A. Completion

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

B. Determinations

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

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

Token Offer of Employment

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

Offer of Employment With Other School Employer

If an individual, who is a nontenured, hourly instructor employed by an institution of higher education, also works for a lower education school employer (grades K through 12) and has an offer of work with this employer and the economic terms and conditions are substantial-

ly the same, the individual would be subject to disqualification under the provisions of Section 1253.3. Under the provisions of Section 1253.3, all school wages are subject to denial if there is a finding that an individual has “reasonable assurance” of employment with a school employer in the post-recess period (refer to Section VII. E. of the School Employee Claims Handbook). .



LA College Faculty Guild, AFT 1521
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