



# AGREEMENT

Between the

Los Angeles Community College District And the

Los Angeles Community College District

Administrators' Unit Represented by

California Teamsters

Public, Professional & Medical Employees

Union Local 911

July 1, 2023 – June 30, 2026



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**Article 1      Preamble**

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The Board of Trustees of the Los Angeles Community College District (the "Board") and the Los Angeles Community College District Administrators' Association (the "Union"), represented by Teamsters Local 911, have entered into this Agreement because they share the desire to provide access to education and the means to achieve success for the diverse students and communities our District serves. The Board recognizes the importance of the work of this Unit toward achieving those ends and remains committed to maintaining a professional relationship with administrative employees, which will support the continued success of the Los Angeles Community College District (the "District").

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## **Article 2 Recognition, Exclusive Representative and Organizational Security**

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### **A. The Unit**

The Board recognizes that Teamsters Local 911 is the duly certified exclusive representative of those regular and non-regular employees included in the Unit, as listed below. The Unit may be modified in accordance with Government Code sections 3540 et seq. and the rules and regulations of the California Public Employment Relations Board ("PERB"); those modifications, once approved by PERB, become parts of this Agreement without further negotiations.

The union reserves the right to assert that modifications may be made to the unit. The District reserves all its rights regarding unit modification.

The District and Local 911 agree that the Unit shall consist of academic administrators who are primarily involved with supervision of faculty members and or other employees and who generally have a higher level of authority than department chairs for hiring, firing and discipline. The Unit shall include the following classifications:

- Dean
- Associate Dean
- Assistant Dean

### **B. Organizational Security and Dues Check Off**

#### **1. Dues Check Off**

- a. The District agrees to deduct dues as may be specified by the union twelve (12) times per year.
- b. Such deductions along with a written statement of the names of the employees from whose pay dues deductions were made and the amounts deducted, shall be forwarded to Teamsters Local 911 within thirty (30) days from the close of the pay period for which the deductions were made.

#### **2. Authorization for Dues Deduction**

- a. The District will honor all employee authorization for Union dues deductions as certified in writing on forms prescribed by the Union.
- b. The District shall deduct and make appropriate remittance to Teamsters Local 911 all dues in amounts to be determined by the union within thirty (30) days from the close of the pay period during which the deductions were made in accordance with the following provisions:



- (1) Upon assignment to a classification in the Unit, union dues will be deducted from the pay of Unit members.
- (2) Employee requests to terminate dues deductions and Union membership will be directed to the Union rather than the District. The District will rely on the Union's certification regarding whether a change in deductions has been requested by the employee.

The District shall not be liable to the Union or to Teamsters Local 911 by reason of the requirements of this article for the remittance or payment of any sum other than that constituting the actual deductions made from the wages earned by the employee.

The Administrators' Unit and Teamsters Local agree they shall pay reasonable attorney fees and costs and in all other ways shall indemnify the Los Angeles Community College District, its officers, employees and agents, from any liability arising from any and all claims, demands, suits, actions, proceedings, or other actions arising from compliance with this article, or in reliance of any list, notice, certification or authorization furnished under this article. Teamsters Local 911 agrees that it shall refund to the District any sums paid to it in error within thirty (30) days of being informed of the error.

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**Article 3      Non-Discrimination, Equal, Employment Opportunity, Americans With Disabilities, Harassment, and Commitment to Diversity**

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**A. Non-discrimination**

The Board and the members, the District and its employees, and officers of the Union agree not to discriminate against any District employee, officer or student on the basis of race, ethnicity, national origin, religion, sex, age, pregnancy, sexual orientation, political beliefs, affiliations and activities, marital status, veteran status, physical or mental disability or medical condition.

The Board shall not discriminate against Unit members or applicants for positions contained in the Unit because of their membership in the Unit or because of their exercise of other rights to meet and negotiate as provided by law.

The District and the Union shall strive to promote a collegial and non-hostile workplace for all district employees. Complaints regarding discrimination, retaliation, and hostile workplace should be brought to the attention of the appropriate supervising manager or compliance officer for investigation and remediation, which could include the use of a mediator. Management shall follow the processes and procedures outlined in Board Policy 3410, associated administrative procedure, and Los Angeles Community College District Administrative Regulation C-14.

**B. Equal Employment Opportunity, Diversity, Harassment, and Americans with Disabilities**

The Union and the District shall actively practice equal opportunity for all students, employees and applicants for employment, without regard to race, ethnicity, national origin, religion, sex, age, pregnancy, sexual orientation, political beliefs, affiliations and activities, marital status, veteran status, physical or mental disability or medical condition.

The District and the Union agree that no student, member of the public or employee should be subject to harassment on any of these prohibited bases.

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## **Article 4      Agreement**

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### **A. Term**

This agreement shall become effective upon ratification by the Unit and approval by the Board. The agreement shall remain in effect for three (3) years, covering July 1, 2023 to June 30, 2026.

### **B. General Provisions**

This agreement between the District and the Unit represents the negotiated conditions of employment, which are subject to collective bargaining.

1. 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 thereto. Modifications to the Agreement shall be referred to as Memoranda of Understanding (MOU's). Written interpretations of the Agreement shall be referred to as Contract Interpretations (CI's).
2. In the event that any provisions of this agreement are determined to be contrary to the law by a court of competent jurisdiction, all of its remaining provisions shall continue in full force and effect.
3. Upon District clearance, the College shall, for any offer of employment for a position in the Unit:
  - a. Provide the newly hired or newly assigned employee an offer letter within 5 days after the beginning of the assignment. The letter shall include the salary, job title, supervisor's name and any additional documentation needed to substantiate the salary offer.
  - b. Provide the Unit Member a copy of the Collective Bargaining Agreement within 5 days from the start date of employment.
4. Copies of the Collective Bargaining Agreement shall be distributed to all existing Unit members by the Union. The cost of printing the Agreement shall be shared equally by the Union and the District.

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**Article 5      Board Of Trustees' Rights and Responsibilities**

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The Board has all the customary and usual rights, powers, functions, and authority as an employer as established in Government Code 3540 et seq. (the Educational Employment Relations Act; "EERA") and other California law. Except to the extent limited by the express and specific terms and conditions of this agreement, the control of the Los Angeles Community College District operations, workforce and facilities are vested in the Board of Trustees. Except to the extent limited by the express and specific terms and conditions of this agreement, rights, including but not limited to the right to select, direct and control the District's business operations working force; to determine staffing levels and job duties, to hire, suspend, transfer, lay off, and discipline, or discharge Unit members with just cause in accordance with applicable Education Code provisions; and the right to require Unit members to observe rules and regulations not inconsistent with this agreement, are all vested in the Board.

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

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## **Article 6      Union Rights**

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### **A. Release Time for Union Activities**

The Unit shall be allowed release time for all union-related activities of 0.5 FTE in accordance with Government Code section 3540 et seq. The Unit may determine how to allocate the release time and shall provide prior written notice to the district Office of Employee and Labor Relations regarding the use of the release time.

### **B. Access to Unit members Information and Facilities**

Representatives of the Union shall have the right of access at reasonable times which will not disturb the normal work day to areas in which Unit members work. Representatives shall have the right to use institutional bulletin boards and mailboxes, and other means of oral or written communication, all subject to reasonable regulation and not for purposes or by methods inconsistent with state or federal law.

The Union shall have the right to use institutional facilities at reasonable times for the purpose of conducting union business in accord with the exercise of rights guaranteed by this agreement to the extent that such use shall not interfere with normal operations. In instances where such access or use of facilities results in additional costs to the District, prior arrangements shall be made by the Union for reimbursement to the District at rates set by the District. District rules and regulations regarding Civic Center Permits shall apply to facilities usage by the Union; however, the Unit is not required to have a Civic Center Permit and shall not be required to pay for the permit.

The District shall provide the Union the names, addresses and telephone numbers of those Unit members who have authorized release of such information upon request. After the close of each pay period, the District shall furnish the Unit with lists of newly employed and newly terminated Unit members.

### **C. Board Meetings**

The Union shall have the right to representation at all regular open session meetings of the Board of Trustees, and shall have the right to speak on any item on the meeting agenda in accordance with existing Board Policies. The Union President or designee shall be furnished with Board agendas and meeting minutes at such times as they are made available to the public.

### **D. Shared Governance Councils**

The Union Representative or their designee at each college shall be granted a voting seat and shall represent the Unit on the shared governance council and standing subcommittees of the shared governance council.

**E. District Budget Committee**

The Union President or their designee shall be a voting member of the District Budget Committee.

**F. Release of Information**

Upon request of the Union, the District shall furnish the Unit all information, which is available to the public.

**G. Consultation**

1. **College.** The College President or their designee and the College Union Representative or their designee shall meet at a designated date, time and place, as frequently as once a month to review and facilitate enforcement of the agreement at the college and to discuss matters of mutual interest. Prior to each consultation session, the parties should exchange written agendas. The parties should summarize any agreed upon actions resulting from the consultation prior to the date of the next consultation.
2. **District.** The Chancellor, or their designee and the President of the Union or their designee shall meet at a designated date, time and place, as frequently as once a month to review and facilitate enforcement of the agreement and to discuss matters of mutual interest. Prior to each consultation session, the parties should exchange written agendas. The parties may document any agreed upon action items resulting from the consultation prior to the date of the next consultation.

**Non-Reprisal.** Reprisals of any nature shall not be taken against Unit Members for exercise of their union rights.

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## **Article 7      Class Specification and Assignments**

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### **A. Classification Description**

1. The classification description is contained in Appendix A. In the event there is a need for a classification not listed in Appendix A, the District and the Administrator's Unit will engage in consultation.

### **B. Reclassification Procedure**

1. If a unit member believes they have assumed additional duties, responsibilities, and or departments or programs that have resulted in their position changing classification levels, they may request a reclassification.
2. To request reclassification, the unit member shall complete and submit the reclassification paperwork to their direct supervisor. The supervisor will complete their portion of the paperwork and submit the completed reclassification paperwork to the College President or Vice Chancellor within five (5) business days. The College President or Vice Chancellor shall sign their recommendation of the request on the reclassification paperwork within fifteen (15) business days and forward it to the Human Resources Division.
3. The Human Resources Division shall respond to the request for reclassification in writing to the unit member within twenty (20) business days. If the request is denied, the unit member will be provided the rationale for the denial in writing.
4. The reclassification procedures shall not be applicable to incumbents in acting, interim, or other temporary dean roles.

### **C. Temporary Assignments for Assistant Deans and Associate Deans**

#### **1. Acting Status**

An acting position is filled to temporarily act in a higher-level capacity during the absence of the position incumbent. In the case of an absent administrator, the absent administrator retains the responsibility of their position but delegates authority to the "acting" person. When a unit member holds acting status, per HR R-110, within the bargaining unit, at each 12-month interval, the supervising administrator shall review the acting status with the unit member before extending or ending the acting assignment. Any changes to an acting assignment shall be provided in writing. The "acting" status shall not exceed 24 months.

## **2. Interim Status**

An interim position is filled to perform the duties of a vacant career position while recruitment is underway. When a unit member holds interim status, per HR R-110, within the bargaining unit, the assignment may not exceed one (1) year in duration without the approval of the Chancellor; and has a maximum of two (2) years.

## **3. Compensation**

A temporary assignment for an acting or interim position that exceeds twenty (20) consecutive business days shall receive compensation at the rate of pay for the classification in which the unit member is temporarily assigned beginning with the twenty-first day of performance of duties of the position. The unit member must assume at least 80% of the duties of the position in order to have a temporary assignment and to receive pay at the rate of the higher classification.

If the unit member believes that they are eligible for a temporary assignment under the terms of this Article, and such an assignment has not already been made, the unit member must request to the supervising manager that the assignment be made. If the unit member is to receive retroactively the higher rate of pay, such request must be made no later than thirty (30) working days from the date that the unit member assumed the duties of the new assignment. The new rate of pay shall be retroactive to the 21st day of performance of the temporary duties.

In the absence of the processing of a temporary assignment and of a timely request for such formal assignment, there shall be no retroactive pay awarded. If a request is made after thirty (30) working days, then, after approval by management, pay at the higher rate shall commence effective the date the request was made. The determination of whether a temporary assignment is appropriate shall be within the sole discretion of District management.

## **D. Job Duty Statements**

### **1. New Employee**

A Job Duty Statement (Appendix C) based on the original job posting shall be issued to the unit member at the start of the assignment.

### **2. Current Employee**

To complete a change in a unit member's duties, a revised job duty statement shall be developed by the supervisor with input from the Unit member at the time of the Unit member's assignment to the new duties. A change is defined as a modification of the scope of the Unit members' assignment, such as supervision of new departments or



programmatic areas. When a Unit member receives a revised job duty statement, appropriate training will be provided, if needed.

**E. Night and or Weekend Duty**

When a unit member is called upon to work evenings and or weekends, their supervisor will give reasonable notice to the Unit member and consider input from the employee before confirming the work schedule.

**F. Work of the Unit**

The District shall strive to ensure that Unit members are only assigned the work of the Unit. The District and the Unit recognize that, for the good of the District or the College, temporary duties may be assigned as needed. A unit member shall not be assigned work of another Unit for more than sixty (60) working days, absent extenuating circumstances that would require consultation between the unit member, the campus Administrator's Unit representative and the College President. See Appendix H—Agreement between the LACCD, the Faculty Guild, and the Teamsters Unit.

**G. Additional Assignments**

A unit member with additional assignments in another classification (i.e. Department Chair, Director) for longer than twenty (20) consecutive business days shall receive a monthly salary differential of \$550.00 for the duration of the additional assignment.

**H. Support Staff**

The parties agree that adequate clerical support is important and contributes significantly to the effective operation of the programmatic areas. Colleges should include a regular review of programmatic clerical support needs in its classified staffing plans. Unit members shall have access to sufficient support staff to carry out the duties and responsibilities of their respective classification. The College President or designee has the option of using an approach where Clerical or Technical support staff is shared among programmatic areas. If this option is exercised, the programmatic areas must collectively meet the minimum twenty (20) FTEF to qualify for at least one FTE clerical support staff. The minimum FTEF requirement may be waived by the College President. The qualification or need for clerical support staff does not guarantee that a position will be approved, filled, or funded by the District. Requests to increase the level of clerical or technical support must be submitted and reviewed through the applicable participatory governance process. The qualification or need for additional support staff does not guarantee that a position will be approved, filled, or funded by the District.

## **I. The Administrators Unit**

Teamsters Local 911 shall have the right to make the following appointments to selection, hiring committee, and panels.

1. Chancellor and College President: at least two (2) seats from two different divisions (i.e., academic affairs, student services, institutional effectiveness, etc.).
2. Any senior administrator that is directly supervised by the Chancellor: at least two (2) seats from two different divisions (i.e., academic affairs, student services, institutional effectiveness, etc.).
3. Any senior administrator who is directly supervised by the College President: at least two (2) seats from two different divisions (i.e., academic affairs, student services, institutional effectiveness, etc.), excluding Foundation Director positions.
4. Assistant Dean, Associate Dean, and Dean: at least two (2) seats from two different divisions (i.e., academic affairs, student services, institutional effectiveness, etc.).

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## **Article 8      Evaluation of Administrators**

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### **A. Purpose of the Evaluation**

The performance evaluation process gives the Unit member and their supervisor an opportunity to formally review the Unit member's job performance. It is designed to assess accomplishments, communicate standards and expectations, and to set goals for future performance.

### **B. Union Representation**

At any time during the evaluation process, a Unit member may request their union representative to attend as an observer.

### **C. Time Frame**

A Unit member completing their first year in an assignment will be evaluated no later than 12 months after the start date of that assignment. Thereafter, the evaluation shall be scheduled by the appropriate supervisor in writing and performed once every fiscal year. If a supervisor fails to evaluate a Unit member within 60 working days of the evaluation date, that Unit member's evaluation will automatically default to "meets expectation" evaluation for that time period.

### **D. Evaluation Categories**

Each Unit member's evaluation process will include the form in Appendix B of the Agreement. The Unit member shall also be given the opportunity to complete and submit the form in Appendix B, as a self-assessment tool, to be given consideration in their overall evaluation. The categories of the evaluation shall include the following based on the classification:

1. Accomplishments
2. Professional Knowledge and Expertise
3. Problem Solving
4. Communications Skills, Collaboration and Adaptability to Change
5. Managerial Qualities, Reliability, and Effectiveness
6. Planning, Leadership, and Initiative
7. Supervisor's Overall Evaluation
8. Goals and Objectives for current evaluation period and for next evaluation period

#### **E. Supervisor's Role**

1. Ongoing informal feedback from the Unit member's Supervisor, faculty members, staff members, peers and others who work with the Unit member regarding their performance is expected.
2. When the formal evaluation process is conducted, the Unit member's immediate supervisor shall meet with the Unit member to review the steps in the evaluation process and set the timeline in writing to complete the evaluation. Once the evaluation has begun (see section C of this Article), the Supervisor must complete the evaluation within 60 working days.

#### **F. Evaluation Review**

The Unit member, their immediate supervisor, the supervising vice president and the college president shall all sign the completed evaluation form. A copy of the evaluation shall be given to the Unit member and the original shall be forwarded to the District's Human Resources Division for inclusion in the Unit member's official personnel file. Should the Unit member disagree with any part of the evaluation, they may prepare a written statement to be added to the personnel file along with the evaluation.

#### **G. Needs to Improve and Unsatisfactory Evaluation Rating**

When a Unit member receives an overall "Needs to Improve" or "Unsatisfactory" evaluation rating from their immediate supervisor, they will work with the supervisor to develop a Remediation Plan as described in section H below. An overall "Needs to Improve" or "Unsatisfactory" rating can only be given if a unit member has received prior written feedback regarding areas that need improvement, and the time and opportunity to improve. Nothing in this section precludes the District from exercising their rights under California Education Code 87732.

#### **H. Remediation Plan**

The Remediation Plan shall include specific examples of expected performance, suggestions about how to improve, and the method that will be used to assess improvement within an agreed upon time frame for each item addressed in the plan. Should the Unit member disagree with the plan, they may request to meet with the President along with their supervisor to reach agreement on the plan. All parties shall receive a copy of the agreed upon plan within 20 business days of the "Needs to Improve" evaluation.

#### **I. Grievance Rights**

If the Unit member being evaluated believes any aspect of the evaluation process has not been properly followed, they may grieve. The content of the evaluation may not be grieved.

**J. Online Form Conversion**

The District, in consultation with the administrator's unit, will facilitate the automation of Appendix B in collaboration with District resources in order to develop organizational efficiency, and enter into a digital platform. Section J will sunset upon conclusion of the automation effort, testing of the form, and commencement of production with the District's technology enhancements.

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## **Article 9      Compensation**

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### **A. Policies and Regulations**

All policies and regulations regarding compensation, rating-in, differentials, increments, and all other salary payments shall remain as they existed on the date this agreement was consummated, and shall be incorporated into this agreement as such, except as superseded by specific provisions below. These rules include but are not limited to the Los Angeles Community College District Board of Trustees' Board Policy and Administrative Procedure 7130 and applicable Human Resources Guides.

### **B. Salary**

#### **1. Cost of Living Adjustment ("COLA")**

Effective for the fiscal years 2023-24, 2024-25, and 2025-26 If the District receives COLA that is above 0% that is approved, funded and provided by the State, the District will allocate 100% towards the base salary. COLA will also apply to all elements of the salary schedule, including steps, columns, and all differentials, in each of the three fiscal years.

#### **2. Additional Increases**

- a. In fiscal year 2023-24, all unit members shall receive a base salary increase of 2%. This increase shall be applied to the salary schedule after the COLA % increase on July 1, 2023 and shall be in effect on July 1, 2023. The new salary shall be calculated by multiplying the current base salary by 2% and rounding up to the nearest dollar.
- b. In fiscal year 2024-25, all unit members shall receive a base salary increase of 1%. This increase shall be applied to the salary schedule after the COLA % increase on July 1, 2024 and shall be in effect on July 1, 2024. The new salary shall be calculated by multiplying the current base salary by 1% and rounding up to the nearest dollar.
- c. In fiscal year 2025-26, all unit members shall receive a base salary increase of 1%. This increase shall be applied to the salary schedules after the COLA % increase on July 1, 2025 and shall be in effect on July 1, 2025. The new salary shall be calculated by multiplying the current base salary by 1% and rounding up to the nearest dollar.

### **C. Reserve Requirement**

The District and the Union have agreed that before the salary augmentation is implemented, a 10% reserve, which is comprised of the contingency reserve and general reserve, must be identified by June 30th of each year.

If the reserve on July 1st is equal to or greater than the required reserve the salary augmentation will be implemented without adjustment to the elements of the formula.

In the event that the reserve on July 1st does not meet the reserve requirement for the fiscal year, the District and union agree that the application of funds received from the State Cost of Living Adjustment, any Growth funding, and any additional salary increase, shall be used to meet the reserve requirement. Funds remaining after the reserve requirement is met will be distributed proportionately to employees using the salary augmentation scheme above.

**D. Assignment to the Schedule**

Employees who become members of the Administrator’s Unit after the execution of this agreement shall be “rated in” in accordance with existing Board Policies and Administrative Procedures.

Below is the salary schedule effective July 1, 2023. For the updated salary and differential amounts, please refer to our website <https://www.laccd.edu/offices/hr/Salary-Differentials>

Dean		Associate Dean		Assistant Dean	
Step	Monthly	Step	Monthly	Step	Monthly
1	\$13,896	1	\$12,851	1	\$11,969
2	\$14,146	2	\$13,082	2	\$12,185
3	\$14,401	3	\$13,317	3	\$12,404
4	\$14,660	4	\$13,557	4	\$12,628
5	\$14,924	5	\$13,801	5	\$12,855
6	\$15,193	6	\$14,050	6	\$13,086
7	\$15,466	7	\$14,302	7	\$13,322
8	\$15,744	8	\$14,560	8	\$13,562
9	\$16,028	9	\$14,822	9	\$13,806
10	\$16,316	10	\$15,089	10	\$14,054

**E. Salary Step Advancement**

The Unit member shall receive a step increase on the salary schedule at the time of the next regularly scheduled July 1 step advance. Unit members must have served 130 workdays in order to receive the salary advance July 1. Unit members hired between July 1 and December 31 of the academic year will be eligible to receive the salary step advance. Step advancement for Unit members hired between January 1 and June 30, shall occur on the

first day of the pay period that follows completion of 130 workdays in paid regular status in the class.

**F. Longevity Differential**

Effective July 1, 2023, Unit members who are at the top step within their respective classification level for a period of twenty-four (24) months shall receive a 6% longevity differential to the base pay effective July 1st after completing 24 months. Unit members who have served within the unit for 12 or more years shall also receive a 6% longevity differential increase to their base pay effective July 1st after completing the 12th year.

**G. Doctorate Differential**

The doctoral differential for unit members shall be equal to the highest monthly doctoral differential offered to non-represented management employees.

**H. Wage Parity**

If the Teamsters compensation package (e.g. wages, bonuses, health benefits, pension) is determined to be less than what was provided to any other bargaining unit at LACCD, then an increase that brings the Teamsters compensation package to equal of the other bargaining unit will be applied to the Teamsters compensation package.



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**Article 10      Employee Benefits**

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The Los Angeles Community College District Administrators' Association, and the District are both signatories to the “Master Agreement between the Los Angeles Community College District and the American Federation of Teachers College Guild, Local 1521; the American Federation of Teachers College Staff Guild, Local 1521a; the Los Angeles City and County School Employees Union, Local 99; the Los Angeles and Orange County Building and Construction Trades Council; the Supervisory Employees Union, Local 721; 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.” That agreement (including any and all revisions or modifications to the agreement the District and the other signatories subsequently approve) is, by this reference, incorporated herein as if it were set forth in its entirety.

The Master Benefits Agreement can be found online at:

<https://studentlaccd.sharepoint.com/sites/laccd/offices/ELR/SitePages/Collective-Bargaining-Agreements.aspx>

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**Article 11      Holidays**

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A. **Holidays.** Unit members shall receive holiday pay for those holidays listed below, and for any other holidays declared by the President of the United States, unless it is a special or limited holiday, the Governor or the Board of Trustees, which fall within the Unit member's assignment period, and subject to the conditions listed below. The dates on which the following holidays are observed shall be determined, where appropriate, by the academic calendar.

- New Year's Eve Day
- New Year's Day
- Dr. Martin Luther King, Jr. Day
- Lincoln Day
- Washington Day
- Cesar Chavez Day
- Genocide Remembrance Day
- Memorial Day
- Juneteenth Day
- Independence Day
- Labor Day
- Admission Day (Observed between December 26<sup>th</sup> and December 30<sup>th</sup>)
- Veterans' Day
- Thanksgiving Day
- Thanksgiving Friday
- Christmas Eve Day
- Christmas Day

1. In order to receive holiday pay, a Unit member must have been in paid status on the work day immediately preceding or succeeding the holiday.
2. When a holiday falls on the first day of a Unit member's weekend (usually Saturday), the holiday shall be celebrated the preceding work day (usually Friday). When a holiday falls on the second day of a Unit member's weekend (usually Sunday), the holiday shall be celebrated the following day (usually Monday).

**B. Non-Vacation, Non-Illness Time Off**

On July 1st of each year, the District shall grant employees two (2) days of paid time. Bargaining Units may designate these 2 days as Wellness Days, Paid Annual Leave, or days in recognition of culturally significant State and federal holidays, as specified by the Bargaining

Unit. These days do not accrue year over year. Teamsters have chosen to designate this time as Wellness Days. Employees who have resigned or are terminated from their employment with the District will not receive pay for any unused Wellness Days, nor can employees take a Wellness Day during their resignation notice period.

**Wellness Days.** Unit members shall be granted two (2) Wellness Days, each fiscal year. Unit members shall give their supervisor a minimum of two (2) days written notice prior to taking a Wellness Day.

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## **Article 12      Vacation**

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### **A. Earning Vacation**

Members of the Administrator's Unit who are appointed to a classification in the unit shall earn vacation at the rate of .09232 hour for each hour of paid service (twenty-four [24] days per year). Members of the Administrator's Unit who are appointed to a classification in the unit after the beginning of the current fiscal year shall have their vacation pro-rated.

### **B. Terms and Conditions for Earning Vacation**

1. A day of vacation is equivalent to eight hours of vacation for purposes of this Article, regardless of the actual length of a Unit member's day.
2. No vacation may be taken until it is actually earned.
3. For the purposes of this article, a year is defined as the period between the beginning of the July 1 pay periods in successive calendar years.
4. In order to be credited with a year of service for the purposes of this article, an employee must have been in regular status during the appropriate year, as defined in paragraph 3. above, for at least 130 days in paid status. Time on industrial accident leave and military leave counts toward this requirement.
5. Credit for years of service shall be applied and vacation accrual rates shall be changed as required by this article effective on the first day of the July 1 pay period each year.
6. For the pay period following any pay period in which a Unit employee's vacation balance equals or exceeds 400 hours, the employee shall not earn any additional vacation credit.
7. Unit employees may cash out up to 80 accrued vacation hours per year. Unit employees who have accrued more than 360 hours of vacation and are denied vacation requests of eighty (80) hours or more that are made more than one month in advance may cash out up to 80 accrued vacation hours in the year that the vacation request was denied. Cash out requests must be made on or before June 1<sup>st</sup>. A special cash out request period not to exceed 30 days shall be created upon execution of this agreement.

### **C. Scheduling Vacation**

Vacation requests shall be submitted in writing in advance for approval to the immediate supervisor. No vacation request will be unreasonably denied. Any denial of a vacation shall be made in writing.

**D. Lump-sum Payments**

Upon termination of service, or upon reassignment of a Unit member to an assignment basis which does not accrue vacation, the Unit member may request a lump-sum payment of all or part of vacation hours credited to the Unit member upon such reassignment or termination. Payment shall be made at the salary rate for the last classification to which the Unit member was assigned in which vacation could be earned. Lump sums for terminating Unit members shall be paid no later than two (2) months following the pay period during which the separation took place. Payments to reassigned Unit members shall be made in a timely manner.

**E. Donation of Vacation**

An employee may donate up to forty (40) hours of accrued vacation to another Unit employee who has suffered a catastrophic illness or injury and who has exhausted all full pay and half-pay illness leave, and all other paid time.

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## Article 13 Leaves

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### A. General Provisions

#### 1. Leave of Absence Defined

A leave of absence is an authorized absence from active service for a specified period of time and for an approved purpose.

- a. **Formal Leave.** A leave which is requested for more than twenty (20) business days.
- b. **Informal Leave.** A leave requested for twenty (20) or fewer days.
- c. **Mandatory Leave.** A mandatory leave must be granted by the District if the Unit member has submitted the appropriate documentation for the leave and has complied with all other requirements in accordance with the provisions of this Agreement.
- d. **Permissive Leave.** A permissive leave is one which may be granted at the discretion of the District. To request such a leave the Unit member must submit the appropriate documentation for the leave and comply with all other requirements in accordance with the provisions of this Agreement. Denial of a permissive leave shall not be grounds for a grievance.

#### 2. Application

An informal leave shall be requested verbally as far in advance of its beginning date as possible. A formal leave must be requested by the Unit member in writing on the form designated by the District when possible at least ten (10) business days in advance of its beginning date.

- a. In the event that a Unit member with good cause cannot submit a written request for leave, they must make every reasonable effort to contact their supervisor by telephone to inform the supervisor of the need for the leave.
- b. If the Unit member is not capable or competent to file for the leave themselves, the District may accept application from a family member or close friend.
- c. Decisions to extend leaves beyond the period authorized below or to authorize compensation beyond that which is authorized below shall be made at the discretion of the Chancellor.

### **3. Rights Upon Return**

- a. A Unit member shall return to the same location and the same classification from which leave was taken if they return to service no later than one (1) year from the beginning date of the leave.
- b. During this one (1) year period, if a Unit member would have been reassigned to another classification or transferred to another location, notwithstanding the leave, such reassignment or transfer shall be affected, and the Unit member shall have return rights to the new classification or location.
- c. Beyond one (1) year, the Unit member shall be given consideration to return to a position as near as reasonably possible to the position held prior to the leave.

### **4. Cancellation of or Early Return from Leave**

A request for cancellation of the leave by a Unit member already on leave or for whom leave has been approved may be granted at the discretion of the District.

### **5. Effect on Sabbatical**

Time on leave does not count toward the service requirements for sabbatical, with the exception of time spent on paid military leave. Leaves do not constitute a break in continuity of service but may reduce the number of days served in a year below the minimum required for a sabbatical.

### **6. Failure to Return from Leave**

A Unit member who fails to return from leave and who, without good cause has failed to file a request for an extension of the leave prior to the expiration of the leave, shall be considered to have abandoned their position, and may be recommended for dismissal in accordance with procedures set forth in applicable Education Code sections.

## **B. Mandatory Leaves**

### **1. Governmental Order Leave**

Granted to a Unit member to appear as a witness in court (other than as a litigant) or to respond to an official order from a governmental jurisdiction (including jury duty) for reasons other than their own misconduct.

#### **a. Length of Leave**

Limited to the specific times and dates specified on the order.

**b. Compensation**

Not to exceed two (2) weeks during any two (2) consecutive fiscal years of regular salary shall be paid if the Unit member has provided a copy of the order to their supervisor. Additional leave shall be without pay; however, the Chancellor or the appropriate College President, shall not unreasonably deny payment for State or Federal jury service because a trial extended beyond the two (2) weeks provided herein.

**c. Effect on Benefits**

The District shall continue to pay the cost of all benefits while the Unit member is on leave.

**d. Hours of Work**

If an employee's normal work week contains one or more days of "evening duty" (starting time of 12:00 noon or later), for the duration of jury service, the employee's starting time shall be changed to conform with the starting time of jury service.

**2. Illness Leave**

A paid or unpaid leave granted to a Unit member who is compelled to be absent from duty because of illness or injury or because of quarantine occasioned by their own or another's illness.

**a. Calculation of and Compensation for Illness Leave**

(1) If a newly assigned Unit member was not a District employee in a classification in which illness leave accrues, upon initial appointment to an administrative position, that Unit member shall be granted twelve (12) days of full-pay illness leave and eighty-eight (88) days of half-pay leave.

Thereafter, Unit members will be credited annually with twelve (12) full pay days, during the pay period in which July 1 falls. At that time, half pay illness days will be credited to make up any difference between the number of full-pay days the Unit member has accumulated and one hundred (100) days. If the number of full-pay days a Unit member has accumulated equals or exceeds one hundred 100, no additional half-pay days will be credited.

(a) For purposes of this article, a day of illness is considered an eight (8) hour day. If a Unit member is assigned less than full-time, a day of illness shall be considered the amount of time which constitutes that person's average work day.



- (b) There shall be no year-to-year limit on the number of full-pay illness days a Unit member may accumulate.
- (c) Half-pay days shall not be used prior to the exhaustion of full-pay days. After the exhaustion of half-pay days, the Unit member shall be on unpaid leave for the duration of the approved leave unless the approved leave extends to the following fiscal year, when full- and half-pay balances are credited.

Upon the request of the Unit member, when full-pay illness is exhausted, they shall be allowed vacation pay in lieu of half-pay. Notification must be given to the Unit member's time reporting office which details the days to be taken as vacation pay. The date when such payment commences shall be no earlier than the requested date, and shall continue only as long as the Unit member has a vacation balance. After the exhaustion of vacation pay, the Unit member shall be paid half pay to the extent that such balance exists. Regardless of the method of payment (full-pay, half-pay or vacation pay), the Unit member shall still be considered to be on illness leave.
- (d) Illness pay shall be calculated to include all differentials and increments normally paid to the Unit member.
- (e) There shall be no lump-sum pay off for accumulated illness leave upon the retirement of the Unit member.
- (f) Salary payments shall be withheld until there is valid leave on file for a Unit member, or until the Unit member provides the required documentation to support the ongoing need for the leave.

**b. Length of Leave**

- (1) **Informal Leave.** Informal illness leave is limited to twenty (20) business days or less.
- (2) **Formal Leave.** Formal illness leave shall be granted in increments of six (6) months or less. Formal leave, paid or unpaid, shall not extend for more than one (1) year. If, at any time, in the opinion of the District's physician consultant, a Unit member would be unable to return to service, a leave sufficient only to allow the Unit member to apply for disability retirement will be granted.

**c. Request Procedure**

- (1) **Informal Leave.** Request for informal leave must be made as soon as possible to the Unit member's immediate supervisor.

**(2) Formal Leave**

- (a) Complete the Leave of Absence Request form.
- (b) Attach a statement on the designated form (Attending Physician's Statement) from a licensed physician or practitioner, which verifies that the Unit member cannot work because of illness or injury.
- (c) Submit these forms to the immediate supervisor, who, after acknowledging the leave, forwards the forms to the Human Resources Division. Whenever possible, such documentation should be submitted prior to the twentieth day of informal leave to avoid delays in salary placement. The District shall send to the Unit member all necessary forms upon the request of the Unit member. [LACCD Forms](#) are available to all current District employees online.
  - i. Upon request of the District, the Unit member shall provide additional documentation necessary to validate the leave. In such instances, the District will send requests for documentation and appropriate forms to the unit member's District email address.
- (d) Based upon the documentation received, the District will either approve or deny the leave and Unit members shall be so informed in writing by the Human Resources Division.

**d. Return to Service**

- (1) For absences due to maternity, illness or injury, the Unit member shall:
  - (a) for absences of up to five (5) business days, submit a completed Absence Certification Request (Form TA-1).
  - (b) for absences of six (6) or more days, submit a Leave of Absence Request (Form HR-P-400A) along with Attending Physician Statement (Form HR-P400B) if appropriate.
- (2) **Return Procedure.** The College President or Vice Chancellor shall have the discretion to admit to service a Unit member who has been on illness leave without an examination by the District's physician consultant. If, in the opinion of the College President or Vice Chancellor, the Unit member does not appear fit to return to service, the Unit member shall be examined by the District's physician consultant. In preparation for such examination, the Unit member must have a completed "Attending Physicians Statement" to present to the physician consultant.

**e. Employment While on Leave**

An illness leave period is considered as beginning on the first day for which illness is claimed at the time the Unit member usually reports to work, extending through the last day for which illness is claimed (at the time the Unit member usually departs for the day). If, between these two times, the Unit member is engaged in any gainful employment, they will be required to forfeit any illness pay paid by the District during the period the Unit member was engaged in outside employment.

**f. Extra Assignments**

Unless otherwise authorized by the District's physician consultant, the Unit member must take leave from any hourly rate or other extra assignment with the District for the period of time the Unit member is ill or quarantined.

**3. Industrial Accident Leave**

Leave granted in the event a Unit member experiences an illness or injury whose cause arose out of their course and scope of employment. Such leave shall be granted only after the District has accepted the Unit member's Workers Compensation claim.

**a. Length of Leave**

- (1) For instances where the District agrees that the illness or injury arose out of the course and scope of the Unit member's employment, leave shall be granted from the first day of absence, but shall not exceed sixty (60) business days for each accident or illness. The leave shall terminate on the day following the last day of the Unit member's eligibility for Temporary Disability payments. The sixty (60) day balance shall be reduced by one (1) day for each day of authorized absence, regardless of the amount of the authorized Temporary Disability payment.
- (2) The sixty (60) day maximum is not accumulated from one year to the next; in the event that the absence extends into the following year, only the unused portion of the leave for that accident or illness will be available.
- (3) A Unit member who is unable to return to service after the initial sixty (60) days of leave shall continue on Industrial Accident Leave, and shall receive compensation in accordance with paragraph 2. Below.

**b. Compensation**

- (1) During the period of time that a Unit member has been determined to be temporarily totally disabled, they shall be eligible for Workers Compensation Temporary Disability payments ("TD"). TD payments never equal the amount of the Unit member's full salary.

During the first sixty (60) days of leave, TD payments shall be supplemented by the District to the extent that the Unit member receives full salary. Thereafter, TD payments shall, at the discretion of the Unit member, be supplemented with accumulated illness leave. The Unit member's illness leave balance shall be reduced by an amount, which, when combined with the TD amount, results in the Unit member receiving full salary. The District shall issue these salary payments as salary warrants, subject to all authorized deductions.

After illness leave balances are exhausted, the Unit member may apply vacation balances to TD payments to receive full salary. After all balances are exhausted, the Unit member shall continue to receive TD payments directly from the District's Workers Compensation Administrator.

In no case shall the Unit member receive an amount in excess of full salary.

- (2) After a Unit member has been determined to be "permanent and stationary" (the condition will get no better and no worse), TD payments shall terminate. If able, the Unit member shall return to service. If the Unit member, because of permanent disability, is determined to be a "Qualified Injured Worker" by the Workers Compensation administration, the Unit member may be eligible for vocational rehabilitation. During the period of time the Unit member is participating in vocational rehabilitation, they will usually receive Vocational Rehabilitation Temporary Disability (VRTD). VRTD payments shall be supplemented in the same manner as TD payments so that the Unit member receives full salary if their illness or vacation balances are sufficient.
- (3) If, after a Unit member receives final settlement in a Workers Compensation case, they are absent because of illness arising from the industrial accident or because of continuation of industrial illness, they may be eligible for Illness Leave.

**c. Effects on Benefits**

- (1) Time on Industrial Accident Leave does not constitute a break in service.
- (2) During the entire period of leave, the District shall contribute to the Unit member's health and welfare benefits to the same extent that such contributions were made while the Unit member was in active service.
- (3) The first sixty (60) days of leave are not charged against any illness or vacation balances.
- (4) Time on leave counts toward step advancement and retirement credit; time on leave does not count toward eligibility for other leaves.

**d. Activities While on Leave**

An Industrial Accident leave period is considered as beginning on the first day for which industrial illness or injury is claimed at the time the Unit member usually reports to work, extending through the last day for which illness or injury is claimed (at the time the Unit member usually departs for the day). If, between these two times, the Unit member is engaged in any gainful employment, they will be required to forfeit any pay paid by the District during the period the Unit member was engaged in outside employment. Such employment may also affect the Unit member's eligibility for TD or VRTD.

A Unit member on Industrial Accident Leave may not leave the State of California without the authorization of the governing board.

**4. Assault and Battery Leave**

A type of industrial accident leave which is granted because of an absence due to an injury caused by an assault and or battery suffered by a Unit member in the course and scope of their employment. The determination as to whether the absence is considered an assault and or battery leave shall be the responsibility of the Human Resources Division.

**a. Length of Leave**

After approval, leave shall be granted from the first day of injury or illness and shall continue for no longer than one (1) year. If the Unit member is unable to return after one (1) year, and they are is still eligible for Workers Compensation temporary disability or vocational rehabilitation temporary disability payments, they shall be placed on an Industrial Accident Leave. Otherwise, the Unit member shall be placed on any other paid or unpaid leave for which they can document eligibility.

**b. Compensation**

The Unit member shall receive full pay in the classification in which they were serving at the time of injury during the term of the leave, but shall not include pay for any extra or hourly rate assignments the Unit member might have. If such non-regular, additional assignments are covered by another collective bargaining agreement, additional benefits may derive from that agreement. Workers Compensation temporary disability payments to the Unit member shall be supplemented so that gross pay equals the gross pay the Unit member earned while in active service. Such supplementation shall be borne by the District and shall not be charged to the Unit member's illness leave or vacation balances.

**c. Additional Provisions**

All applicable portions of the Industrial Accident Leave section of this agreement shall apply to Assault and Battery Leaves.

**d. Report to Law Enforcement Agency**

In accordance with Education Code section 87014, whenever any Unit member is attacked, assaulted or menaced by any student, it shall be the duty of that Unit member, and the duty of any person under whose direct supervision the Unit member is employed who has knowledge of the incident, to promptly report the same to the appropriate law enforcement authorities. Education Code section 87014 also provides as follows: failure to make the report shall be a misdemeanor punishable by a fine of not more than \$200.00. Any action by a member of the governing board or any Unit member of the District which is designed to directly or indirectly urge or influence a Unit member not to make the report shall also be a misdemeanor, and shall be punishable by a fine of not less than \$100.00 and not more than \$200.00.

**e. Request Procedure**

The Unit member should complete the District's leave of absence request. The Division of Human Resources shall be responsible for verifying the Workers Compensation status of the Unit member. The leave shall not be approved until written verification of the report to authorities is submitted.

**5. Bereavement Leave**

**a. Definition**

A bereavement leave is an approved absence due to the loss by death of a family member or persons who lived in the same domicile as the Unit member at the time of death. For the purposes of bereavement leave, "family member" is defined as the employee's spouse, child (including biological, adopted, foster child, a stepchild, a legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis), parent, sibling, grandparent, grandchild, domestic partner, parent-in-law, and the equivalent relatives of the employee's registered domestic partner.

Bereavement leave is also granted for absence due to:

- (1) Official notice in time of war that a member of the family member is "missing in action,"
- (2) Official notice that a deceased family member of the family member is being returned by the armed forces for interment in this country, or

(3) A close friend or fiancée that was not a cohabitant.

**b. Length of Leave**

Up to five (5) days of paid leave shall be granted to the employee for each qualifying family member or cohabitant lost. Up to five (5) days of unpaid bereavement leave per fiscal year may be granted to attend the funeral of a close friend or fiancée that was not a cohabitant.

(1) Bereavement leave can be used intermittently for up to three (3) months following a family member, close, friend or cohabitant's death. Such leaves do not need to be consecutive and may run adjacent to other leaves, including illness leave.

**c. Compensation**

(1) Regular salary shall be paid for a maximum of five (5) days absence for each instance of absence due to bereavement for each qualifying family member or cohabitant lost and shall not be charged to a Unit member's illness leave or vacation balances.

(2) Unit members may use personal necessity leave, if available, to receive compensation for the bereavement of a close friend or fiancée that was not a cohabitant.

**d. Request Procedure**

The Unit member shall request leave and, upon request, shall furnish such verification of death that their supervisor requires. "Documentation" includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

**6. Family and Medical Leave**

**a. Definition**

Pursuant to the Family Medical Leave Act ("FMLA") and California Family Rights Act ("CFRA"), Family and Medical Leave is leave granted to a Unit member who must be absent from duty because of the Unit member's own serious health condition (as serious health condition is defined in the FMLA and CFRA) which makes it impossible for them to perform essential job functions; the birth or adoption of a child, or receiving a child for foster care; leave to care for a family member as defined in B.5.a. above or an employee's designated person, as defined below, with a serious health condition; "next of kin" who is a covered service member of the U.S. Armed Forces who has a serious injury or illness incurred in the line of duty or was

aggravated by service in the line of duty on active duty in the Armed forces (“military caregiver leave); a qualifying exigency arising from a Unit member’s family member being on active military duty or called to active military duty; or caring for the following family members:

- (1) biological, adopted, step- and foster children of any age;
- (2) anyone under the age of 18 who is treated as the Unit member’s child;
- (3) disabled children of any age, meaning those who have a physical or mental disability which 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;
- (4) biological parents and or custodial parents and anybody who treated the Unit member as a son or daughter when the Unit member was under 18 years of age and or while they were disabled;
- (5) spouse;
- (6) a legal ward; or
- (7) for purposes of this section, a “designated person” means a person identified by the employee at the time the employee requests paid sick leave. Employees are limited to one designated person per 12-month period.

**b. Length of Leave**

Leave may not exceed twelve (12) weeks per calendar year, taken continuously or intermittently or on a reduced work schedule, except that a Unit member may take leave for a maximum of twenty-six (26) weeks for leave to care for a covered service member. Leave is not accumulative, and unused leave does not carry over from year to year. For a new child, leave must be completed within twelve (12) months after the birth, adoption or placement for foster care.

If two spouses both work for the District, and both are eligible for leave, they can each have up to twelve (12) weeks of leave for birth, adoption, foster care, or caring for a family member with a serious health condition.

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

If Unit member requests leave intermittently (a few days or hours at a time) or on a reduced leave schedule for their own serious health condition, or to care for or provide psychological comfort to an immediate family member with serious health



condition, the Unit member must provide medical certification that such leave is medically necessary. "Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule. The District may require a Unit member who certifies the need for a reduced schedule or intermittent leave to temporarily transfer to an alternate position of equivalent pay and benefits that better accommodates the leave schedule.

**c. Eligibility**

The Unit member must have been employed by the District for at least one year and must have provided 1,250 hours of service in the 12-month period immediately preceding the commencement of the leave.

**d. Compensation**

No salary shall be paid during the period of the leave, however, Unit members may elect to take any available paid illness or vacation leaves, as appropriate, in lieu of unpaid Family and Medical leave.

**e. Effects on Benefits**

Unit members on Family and Medical Leave shall be covered by the District's benefits as described in Article 10 of this agreement as if they were in paid service for the period of the leave.

Time on Family and Medical Leave does not count as service in meeting the requirements for other leaves.

**f. Certification for Leave**

(1) **Time for Certification.** The Unit member must provide a medical certification of their own serious health condition or the serious health condition of a family member from a health care provider. The Unit member must provide this certification 30 days prior to the need for leave if the need for leave is reasonably foreseeable. When this is not possible, the Unit member must provide the medical certification to the District within 15 calendar days, unless it is not practicable under the particular circumstances to do so despite the Unit member's diligent, good faith efforts.

(2) **Requirements for Certification**

(a) For the Unit member's own serious health condition, the Unit member must provide written certification that contains: the date, if known, on which the serious health condition commenced; the probable duration of

the condition; and a statement that, due to the serious health condition, the Unit member is unable to work at all or is unable to perform any one or more of the essential functions of their position.

- (b) For the serious health condition of a family member, the Unit member must provide written certification that contains: the date, if known, on which the serious health condition commenced; the probable duration of the condition; an estimate of the amount of time which the health care provider believes the Unit member needs to care for the family member, and a statement that the serious health condition warrants the participation of the Unit member to provide care during a period of treatment or supervision of the family member. The term “warrants the participation of the Unit member” includes, but is not limited to, providing psychological comfort, and arranging third party care for the covered family member, as well as directly providing, or participating in, the medical care.
  - (c) For a covered service member with a serious injury or illness, the Unit member must provide written certification that contains information from a health care provider with information regarding the service member’s serious injury or illness.
  - (d) For a qualifying exigency, the Unit member may be required to provide a copy of the military member’s active-duty orders or other documentation issued by the military that indicates that the military member is on covered active duty or call to active-duty status in a foreign country, and the dates of the military member’s active-duty service.
- (3) **Recertification.** If the Unit member requests additional leave upon expiration of the time period initially estimated by the health care provider, the Unit member must obtain recertification from the health care provider.
- (4) **Deficient Certification.** If the Unit member provides an incomplete medical certification, the District must give the Unit member a reasonable opportunity to cure any such deficiency. However, if the Unit member fails to provide a timely medical certification, the District may delay the Unit member’s Family and Medical Leave until the Unit member provides the required certification.
- (5) **Second and Third Opinions.** The District may seek a medical opinion of a second health care provider chosen and paid for by the District if the District has a good faith, objective reason to doubt the validity of a certification for the Unit member’s serious health condition. If the second opinion is different from the

first, the District may require the opinion of a third health care provider jointly approved by the District and the Unit member and paid for by the District.

**g. Reinstatement from Leave**

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

**7. Maternity Leave**

An unpaid leave granted to Unit members who are pregnant.

**a. Length of Leave**

A maternity leave shall be granted for any requested period during the pregnancy.

**b. Compensation**

- (1) For the period of time that a Unit member may be physically disabled and unable to perform the duties due to pregnancy, miscarriage, childbirth and recovery there from, the employee shall be authorized to utilize illness leave benefits, in accordance with section 13.B.2. of this agreement.
- (2) A Unit member may interrupt maternity leave for the purpose of commencing illness leave.

**c. Effects on Benefits**

- (1) During the period of maternity leave, a Unit member's health and welfare benefits shall be paid by the District.
- (2) Time spent on maternity leave shall not count toward step advancement, eligibility for other leaves, or retirement.

**8. Military Leave**

**a. Indefinite Military Leave**

A leave granted to a Unit member ordered to active military duty for more than one hundred eighty (180) calendar days as required by the Military and Veterans' Code and the Education Code.

**b. Temporary Military Leave**

A leave granted to a Unit member ordered to active military service for not more than one hundred eighty (180) calendar days (including travel time) as required by the Military and Veterans' Code and the Education Code.

**C. Permissive Leaves**

**1. Personal Leave**

Granted to a Unit member for a specific personal reason. Formal Personal Leave may be granted for periods more than twenty (20) consecutive business days; informal leave may be granted for periods of twenty (20) business days or less.

**a. Compensation**

No compensation shall be paid by the District for the period of the leave, except for such extra assignments in which the Unit member serves.

**b. Effect on Benefits**

No credit is allowed for time spent on formal Personal Leave toward any benefits. A Unit member may self-pay for hospital and medical, dental, or vision care insurance.

**2. Personal Necessity Leave**

May be granted to permit Unit members to be absent without loss of pay when the specific conditions or events require the personal attention of the Unit member during their assigned hours of service and involve circumstances the Unit member cannot reasonably be expected to disregard.

a. **Length of Leave**

Leave may be requested in increments of one (1) hour. The total number of paid hours per year granted for Personal Necessity shall not exceed the equivalent of six (6) eight (8) hour days.

b. **Compensation**

Hours on Personal Necessity Leave shall be charged to a Unit member's full-time illness leave balance. Full compensation shall be paid for all approved hours of leave to the extent that the Unit member's full-pay illness balance has a sufficient number of hours.

c. **Qualifying Events**

The following are the events which may be used as a basis for requesting Personal Necessity Leave:

- (1) **Bereavement.** The death of a mother, grandmother, father, grandfather, grandchild of the Unit member or of the spouse, mother-in-law, father-in-law, husband, wife, son, daughter, brother or sister, or any relative living in the immediate household of the Unit member. This benefit is in addition to any days of paid Bereavement Leave granted under the provisions of paragraph B.5., Bereavement Leave.
- (2) **Accident.** An accident to a Unit member's person not covered by the provisions of Illness Leave, paragraph B.2., or Industrial Accident Leave, paragraph B.3., or to their property or to the person or property of a member of their family as defined in B.5.a. above, which is serious and which requires the attention of the Unit member during their assigned hours of service.
- (3) **Court Appearance.** Appearance in court as a litigant or party, provided that the Unit member return to service on days that it is not necessary for them to be present in court for the entire day.
- (4) **Witness.** Appearance in court as a litigant under official governmental order, where such absence is not covered under the provisions of paragraph B.1., Governmental Order Leave. For payment to be made, the Unit member must:
  - (a) Provide verification from the Clerk of the Court or authorized officer of another governmental jurisdiction for each day of necessary attendance, or part thereof, under such order, other than the date specified in a subpoena; and or

(b) Collect and remit to the District Payroll Services any witness fees payable to the Unit member; and or

(c) Return to work for those days or portions of days when it is not necessary for the Unit member to appear.

(5) **Family Illness.** Illness of a member of the Unit member's family. The definition of "family member" is as defined in Article 13, section B.5. above.

(6) **Paternity.** Birth of a child.

(7) **Home Protection.** Necessary action taken by a Unit member to protect their domicile in the event of a natural disaster.

(8) Any other significant event, personal to the Unit member, for which other paid leave of absence is not authorized, which, under the circumstances, the Unit member cannot be expected to disregard, and which requires the immediate attention of the Unit member during their assigned hours of service.

**d. Limitations**

(1) Paid Personal Necessity Leave is limited to the equivalent of six (6) eight (8) hour business days per fiscal year.

(2) Paid days allowed shall be deducted from, and shall not exceed, the number of full-pay days of illness leave in the Unit member's bank of leave.

(3) Paid Personal Necessity Leave shall not be allowed during other leaves of absence.

(4) Personal Necessity Leave shall not be granted for a Unit member organization meeting, a campaign meeting, a strike, a demonstration, a rally, a march or for picketing, lobbying, or any other work stoppage activities; the foregoing reasons are specifically excluded from the authorized reasons for Personal Necessity Leave.

**3. Sabbatical Leave**

A sabbatical is a paid leave for study or travel intended to enhance the job performance and professional growth of Unit members by permitting them to undertake a significant professional development project, or to begin a program of formal study or training.

**a. Requirements**

(1) The Unit member must hold regular status in the District at the time the leave begins.

- (2) The Unit member must have rendered service to the District for at least six (6) consecutive years preceding the beginning of the leave. Only service rendered subsequent to the Unit member's return from their most recent sabbatical leave and subsequent to the most recent break in the Unit member's service (if any) is counted, except that all time served between the two periods of a split sabbatical count toward the service requirements for subsequent sabbaticals.
- (3) The Unit member shall not have taken any other paid sabbatical leave during the prior six-year eligibility period.

**b. Length of Leave**

Each sabbatical leave may not exceed six (6) months.

**c. Compensation**

A Unit member shall be paid one-half (1/2) their salary during the period of the sabbatical leave. The Unit member may combine the sabbatical leave with earned vacation balances in order to provide for a fully paid sabbatical leave.

**d. Sabbatical Plan**

An eligible Unit member may request a sabbatical leave by filing a written sabbatical plan and form as prescribed by the District. The application must be received by the immediate supervisor (with a copy to the Office of Human Resources) at least four months before the proposed start of the leave. The plan should be sufficiently detailed to establish how the sabbatical would contribute to the mutual benefit of the Unit member and the College and or the District.

The sabbatical leave plan shall:

- (1) State objectives for the leave that relate to enhancing performance and professional growth;
- (2) Describe the activities to be completed while on leave in order to accomplish the stated objectives;
- (3) Provide an anticipated calendar or timetable for carrying out the stated activities;
- (4) Include an explanation of how his or her duties will be addressed during their absence; and
- (5) State other relevant information that demonstrates the leave plan has appropriate substance and that its duration is commensurate with the objectives to be achieved.

**e. Sabbatical Plan Approval Process**

Upon receipt of a sabbatical leave plan, the supervisor shall indicate whether the operational needs of the Unit member's department can reasonably be met if the leave is approved, and whether or not they recommend approval of the leave. The supervisor shall then forward the plan to the College President (or, if the applicant is a district manager, the Vice Chancellor) who shall also indicate on the plan whether the operational needs of the Unit member's department can reasonably be met if the leave is approved, and whether or not they recommend approval of the leave. If the leave request is denied, reasons for such denial will be submitted in writing within 10 business days.

The sabbatical leave plan shall then be forwarded to the Vice Chancellor of Human Resources with a recommendation for approval.

**f. Final Report**

Within sixty calendar days following their return from a sabbatical leave, the Unit member shall give the President or their designee a report regarding how the Unit member's study and travel leave provided a benefit to the Unit member or District or College. The College President may require that the Unit member make reasonable presentations to the appropriate audiences describing the study or travel, and its relevance and benefits to the District.

- g. All other existing rules, regulations, procedures and Education Code provisions existing at the time of ratification of this agreement shall remain unchanged unless mutually agreed to by the parties.



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## **Article 14 Professional Growth, Training, and Retraining**

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### **A. Training**

The District and or College may provide in-service and other forms of training, as necessary, for all Unit members in areas including, but not limited to, relevant law, rules, policies, and procedures. The District shall provide training for Unit members on the District's Title IX, Discrimination and Harassment Policies. From July 1, 2023 through June 30, 2026 training topics and schedule will be developed in consultation with the Unit and will include activities to achieve a culturally responsive, diverse, and inclusive workforce.

### **B. Professional Growth**

The District shall establish a fund of at least \$40,000 per fiscal year for the purpose of tuition reimbursement and reimbursement for conference attendance requested by the Unit Member and approved by the college president. The fund shall be administered by the Vice Chancellor of Human Resources or their designee.

Each Unit member may receive tuition reimbursement or conference reimbursement to a maximum of \$3,000 for any fiscal year up to the maximum of \$40,000 per year for the entire unit. In no case shall tuition reimbursement exceed 50% of the actual tuition for any educational term; however, all allowable expenses may be reimbursed for conference attendance.

#### **1. Approved Activities**

Reimbursement shall be made for courses, workshops, or other organized activities in education, management, supervision and administration, or any other course of study directly related to the Unit member's assignment and approved by management. Specifically, conferences requested by the Unit Member and approved by the college president are approved for reimbursement.

- a. If a college or the District requires a unit member to attend a conference or training, then the college or District shall bear the expense.

#### **2. Procedure for Approval**

- a. The College President or Vice Chancellor must approve the Unit member's request for Conference Attendance and or Tuition Reimbursement for Professional Development requests prior to the commencement of the activity utilizing appropriate forms. College President or Vice Chancellor approval is only required for the activity request. Reimbursement approval is the Teamsters Unit's purview, prior to forwarding to the Human Resources Division for final verification and processing for payment.

- b. Once the activity is approved by the College President or Vice Chancellor, the Unit member must submit a copy of the approved form to the Teamsters Executive Board for approval of funding.
- c. The Unit member must successfully complete the activity and provide appropriate and acceptable official written verification thereof prior to receiving reimbursement.
- d. The Unit member may request an advance for purposes of conference attendance.

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**Article 15      Retreat Rights**

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It is the intent of the parties to respect the rights of Administrative Unit members to exercise their rights under the Education Code in their efforts to maintain their employment status. All "retreat rights" shall be in accordance with the applicable Education Code sections. Education Code Section 87458(a) states that, "the process by which the governing board reaches the determination shall be developed and agreed upon jointly by representatives of the governing board and the academic senate and approved by the governing board. The agreed upon process shall include reasonable procedures to ensure that the governing board relies primarily upon the advice and judgment of the academic senate to determine that the administrator possesses the minimum qualifications for employment as a faculty member. It further states that until a joint agreement is reached, the District process in existence on January 1, 1989, shall remain in effect. The District shall include the Administrative Unit in the process when it develops new administrative retreat procedures. Any policy set in place without input and consent of the exclusive representative of the deans cannot be endorsed by the District.

See Appendix G for a copy of Education Code Sections 72411 and 87458.

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## Article 16      Transfer and Reassignment

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### A. Definitions

1. **Transfer.** A transfer is a change from one location to another of a Unit member in their classification.
2. **Location.** Location is defined for purposes of this article as any one (1) of the District's nine (9) colleges or the Educational Services Center.
3. **Reassignment.** Reassignment is the assignment of an Administrator from their assignment to another assignment, in the Collective Bargaining Unit, at the same location in the same classification.

### B. Types of Transfer and Reassignment

1. **Administrative Transfer and Reassignment.** A transfer or reassignment of a Unit member may be made at any time when such transfer is deemed for the good of the District by the Chancellor (for transfer) or College President or Division Head (for reassignment) when the circumstances warrant such action.
2. **Temporary Transfer or Temporary Reassignment.** A temporary transfer or reassignment of a Unit member may be made for a period not to exceed one (1) year. Extensions of this period may be authorized by the Chancellor (for transfer) or College President or Division Head (for reassignment) when the circumstances warrant such action.
3. **Voluntary Transfer.** A voluntary transfer is the voluntary change from a position at one location to a position at another location in the unit member's classification after a member's transfer request has been approved and they have been selected for the position in accordance with the procedure in paragraph C.3. below.

### C. Procedure for Transfer and Reassignment

1. **Administrative Transfer.** A Unit member whose transfer has been deemed for the good of the District by the Chancellor shall be informed in writing of the need for the transfer, the reason, the location to which the Unit member will be transferred, and the effective date of the transfer. This notification shall be made no later than thirty (30) days prior to the effective date of the transfer unless business necessity makes such notification impracticable. The specific reason for the transfer shall be cited in the notification; however, the reason, its sufficiency and its necessity shall not be subject to the provisions of Article 18, Grievance Procedure.

2. **Administrative Reassignment.** When a College President or a Division Head determines that a Unit member's reassignment is required for the good of the college or division, the Unit member shall be informed in writing of the need for the reassignment, the position to which the Unit member will be reassigned, and the effective date of the reassignment. This notification shall be made no later than thirty (30) days prior to the effective date of the reassignment unless business necessity makes such notification impracticable. The specific reason for the reassignment shall be cited in the notification, the reason, its sufficiency, and its necessity shall not be subject to the provisions of Article 18, Grievance Procedure. The Unit member shall be provided training or retraining, as determined by the District, needed to meet the scope of the new duties.
3. A Unit member who is in a classification may request a voluntary transfer in accordance with procedures developed by the District. Where an opening exists in their classification, the Unit member shall be considered for the position and shall be offered an interview.

**D. Selection of Administrators**

The Union and the District agree to review the process of hiring or appointing regular, acting, and interim administrators. Administrative hiring shall follow all relevant Board Policies and District and College procedures in developing job descriptions, recruiting candidates and establishing selection committees.

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**Article 17      Workplace Environment, Health, and Safety**

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**A. Policy**

The District and the Administrators' Unit shall work together to ensure a healthful, safe, sanitary, and non-hostile work environment for the students, faculty and staff of the District.

This shall include sanitary and adequately maintained restrooms and lactation spaces in accordance with applicable District Policies and State and Federal Laws and Regulations. Notwithstanding power outages at the college or central plant, regular maintenance and or repairs or other emergency situations which might impact the HVAC system, the District shall endeavor to provide temperature-controlled environments in the range of 66-75 degrees Fahrenheit in winter and 75-82 degrees Fahrenheit in summer in offices, and other indoor spaces for the performance of work duties. If the temperature exceeds 82 degrees or drops below 65 degrees the administration shall engage in remediation strategies such as relocating staff and providing portable heating or cooling devices. The work environment shall be maintained with scheduled inspections.

**B. Safety**

1. The District maintains zero tolerance for workplace violence. The District will respond promptly to all reports of workplace violence and take appropriate action to prevent such behavior.
2. Unit members who are assigned to conduct activities within the District shall do so in accordance with established District Policies and applicable State and Federal Laws and Regulations. Unit members may report unsafe practices or hazardous conditions to the appropriate administrator.

**C. Emergency Preparedness**

1. An emergency preparedness plan shall be created and maintained at each campus and at the ESC. This plan shall be made available to the campus community annually.
2. Earthquake, fire, active shooter, and threat assessment operational plans shall be updated annually. Appropriate training shall be provided consistent with the plans.
3. A minimum of one day and one evening drill shall be held twice a year, notwithstanding any unforeseen circumstances. Participation is mandatory.
4. Unit members are encouraged to sign up for the district's emergency notification system.

5. The District will provide first aid kits as required by state law and applicable District policies.
  6. The District shall provide emergency evacuation sleds or other comparable solutions for individuals with disabilities in order to ensure evacuation devices are readily available as specified on the appropriate evacuation plan.
- D. Unit members who believe they have been subjected to reprisal for making reports regarding unlawful activity, defined as any activity (intentional or negligent) which violates state or federal law, local ordinances, or District policy, may make complaints pursuant to AP 7700.

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## Article 18 Grievance Procedure

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A grievance is a formal written complaint, by a Unit member, alleging that there has been a misinterpretation, misapplication or violation of specific items or Articles of this Agreement, modifications to the Agreement (MOU).

The grievant cannot ask for an adjustment to, and the grievance process does not address a remedy for, any of the following:

1. Another employee represented by bargaining unit.
2. Any and all matters relating to the selection and or hiring of employees
3. Suspensions, demotions, and dismissals for which review procedures are provided by the Education Code and letters of reprimand.
4. The outcome of any performance evaluation.
5. Accusatory statements or charges relating to the professional fitness or moral fitness of an employee and allegations of unlawful discrimination, including but not limited to alleged violations of Article 3 of this agreement.
6. Denial of a request for a permissive leave.
7. Safety issues including but not limited to alleged violations of Article 17 of this Agreement.
8. Alleged violations of Article 5, Board of Trustees Rights and Responsibilities, of this Agreement.

### A. Definitions

1. **Grievant.** A grievant is a member or group of members of the Unit.
2. **Group Grievances.** 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. Such consolidated grievances may be carried through the process by one designated Grievant or by the Union.
3. **Unit Member.** A District employee in the LACCD Administrators' Association, Teamsters Local 911 Unit.
4. **Respondent.** The management employee, as designated in Section C of this Article, who has the authority to adjust the complaint or grant the remedy sought.



5. **Representative.** Any employee of the Los Angeles Community College District designated by (a) the Union to represent a Grievant or (b) the District or College manager to represent a respondent.
6. **Business Day.** Any day of the calendar year, except Saturdays, Sundays and legal or school holidays, within the grievant's assignment period.
7. **Time Limits.** Time limits contained in the grievance process shall be followed by both parties unless they are extended by mutual agreement.
8. **Mediation.** Mediation is defined as a formal process agreed upon by and including the parties to resolve grievances to avoid arbitration. The goal is to resolve the grievance at the lowest possible level in the shortest amount of time at the lowest cost to the parties.

## B. General Provisions

1. The Unit member initiating the grievance may elect to represent themselves at any step in the grievance process and or, be accompanied by a Union representative. However, no party may be represented by attorneys at steps one (1) or two (2). If the representative is a Union representative, they shall serve without loss of pay. Prior approval for absence from regular duties shall be granted by the appropriate supervisor to the grievant and their representative.
2. Any level of review may be waived, extended, shortened or revert to a prior step by written agreement between the grievants, the Union and the District.
3. Before any formal written grievance is filed, the Grievant should make a good faith effort to discuss their complaint with their immediate supervisor in an effort to resolve the matter.
4. If the matter is not resolved informally, the Grievant may then proceed with a formal grievance.
5. Any investigation or other handling or processing of any grievance by the grieving employees shall be conducted so as to result in minimal interference with, or interruption of, any work activities of the grieving employees or of the staff.
6. Grievance meetings and or hearings shall be scheduled at mutually convenient times and places during District business hours. The parties to the grievance and their representatives shall attend grievance meetings and or hearings without loss of pay.
7. The respondent shall inform the grievant of any limitation upon their authority which would prevent full resolution of the grievance and shall direct the grievants to the person who has the authority to resolve the grievance.
8. If a grievance is not processed by the grievant at any step in accordance with the time limits of this Article, it shall be deemed withdrawn and conclude the grievance. If the

Respondent fails to respond or act upon the grievance in a timely manner, as delineated in Section C of this Article, the running of its time limit shall be deemed a denial of the grievance and termination of the step in question and the Grievant may proceed to the next step.

9. The filing or pendency of a grievance shall not delay or interfere with implementation of any District action during the processing of the grievance unless the parties agree to the contrary.

### C. The Grievance Process

1. **Step One.** Within twenty (20) days after any specific or documented incident upon which the grievance is based, the grievance must be presented in writing on the District's Grievance Form to the appropriate supervising manager. If the grievance involves a disagreement or dispute between the Unit Member and the supervising manager, then the next line of authority shall hear the grievance.
  - a. The Unit Member shall:
    - (1) write a clear and concise statement of the incident, including the names of the parties involved, which led to the grievance
    - (2) identify the specific section of the Agreement that was allegedly violated; and
    - (3) provide a desired remedy
  - b. A meeting between the Grievant and the Respondent or their designee, shall take place within ten (10) work days from the date the grievance was received by the Respondent. The Grievant shall be responsible for making the appointment and the Respondent or their designee shall be responsible for meeting within the ten (10) work days, unless agreement is reached (in writing) to extend this time limit. The Respondent or their designee shall respond in writing to the Grievant within ten (10) work days following the date of the meeting. The decision shall contain a clear and concise statement explaining the reason for the decision. If no response is rendered within ten (10) working days, the grievance is automatically escalated to Step Two.  
  
If the respondent in this step is the Chancellor, Step Two is waived, and the grievant may elect to proceed in accordance with the procedures for Step Three.
2. **Step Two: Grievance Appeal.** If the grievance is not resolved in Step One, the Grievant may appeal the Respondent's decision, within ten (10) days after the receipt of the decision. The Unit Member shall present the original written grievance to the next level of authority with a copy of the written decision from Step One. The grievant shall notify the Respondent of their action as part of Step Two.

Within ten (10) work days of receipt of the Grievance Appeal, a meeting shall be scheduled between the grievant and the Step Two authority or their designee. The Grievant shall be responsible for making the appointment with the Step Two authority, or their designee. The Step Two authority or their designee, shall be responsible for meeting within ten (10) work days, unless a written agreement is reached to extend this time limit. The Step Two authority, or their designee, shall reply to the Grievant in writing within ten (10) work days following the date of the meeting. The decision shall contain a clear and concise statement explaining the reason for the decision. If no response is rendered within ten (10) working days, the grievance is automatically escalated to Step Three.

A copy of the reply shall be sent to the Chancellor, each of the parties, the Office of Employee and Labor Relations and the Step One authority.

**3. Step Three: Second Grievance Appeal.**

- a. If the grievance is not resolved at Step Two, the Grievant may, within ten (10) work days after the receipt of the decision in Step Two, present the original written grievance to the College President. If the Respondent in Step Two was the College President, the Grievant may forward the Grievance to the Vice Chancellor of Human Resources, who shall serve as the Step Three Respondent.
- b. The Grievant shall present the original written grievance, copies of the Step One and Step Two decisions, and their reasons for appeal to the President or Vice Chancellor. The Grievant shall be responsible for making the appointment with the College President or Vice Chancellor. Within ten (10) work days, a meeting shall take place to discuss the matter. Due to the objective of resolving the matter in a timely fashion, no extension of time shall be entertained unless the College President or Vice Chancellor is unavailable.
- c. The College President or Vice Chancellor shall reply in writing within ten (10) work days following the meeting. The decision shall contain a clear and concise statement explaining the reason for the decision.

**4. Step Four: Request for Arbitration Hearing.** If the Grievant is not satisfied with the decision at Step Three, they shall consult with the Union and the Union may choose to submit the matter to the Office of Employee and Labor Relations for a hearing. Any requests for Arbitration shall be made in writing within fifteen (15) work days after the final decision in Step Three.

A copy of this written request, along with the original grievance and all decisions made under Steps One, Two and Three, must be forwarded by the Union to the Step One, Step Two, and Step Three authorities.

5. **Selection of an Arbitrator.** The Office of Employee and Labor Relations and the Union President or their designee shall agree on an arbitrator. Each party shall nominate potential arbitrators until both parties agree on the arbitrator to hear the matter.
6. **Limitations Upon the Arbitrator.** 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 no power to grant a remedy in excess of that sought by the grievant. The Arbitrator shall have no power to render recommendations. The arbitrator's decision shall be limited to specific findings regarding the alleged misinterpretation, misapplication or violation of the Collective Bargaining Agreement or a written rule, regulation, policy or procedure of the Los Angeles Community College District.
  - a. **Governing Law.** The hearing shall be conducted in accordance with Government Code section 11513; no other section of the Administrative Procedures Act shall apply to this hearing procedure.
  - b. **Privacy.** The hearing shall be private with attendance limited to the parties to the grievance and their representatives, if any, witnesses while testifying, and representatives from the Office of Employee and Labor Relations
  - c. **Coordination Duties.** The Office of Employee and Labor Relations shall be responsible for the arrangements of the hearing, the recording of the proceedings, the maintenance of records, and any other services required by the arbitrator to assist them in carrying out their duties.
  - d. **Preservation.** The hearing shall be tape recorded. The parties shall have access to the tape recordings. A transcript of the proceeding shall be prepared at the request of either party or of the arbitrator. The cost of the transcript shall be borne by the party requesting it, except that the cost shall be shared by the parties if the arbitrator requests the transcript.
  - e. **Witnesses.** The parties shall exchange lists of proposed witnesses not later than five (5) working days prior to the first day of the hearing. Either party may request the presence of witnesses and the production of records. The hearing officer shall have the authority to cause the appearance at the hearing of any District employee without that employee losing pay. The hearing officer shall have the authority to require the parties to produce records relevant to the hearing.
  - f. **Evidence.** Representatives for the parties shall exchange all documents at least ten (10) work days prior to the first day of the hearing if such documents and or materials are to be entered as evidence during the hearing to give each party notice and opportunity to prepare.

- g. **Expenses.** The District and the Union will share equally the payment of the services and expenses of the arbitrator (hearing officer). Each party shall bear the expense of the presentation of its own case.
  - h. **Arbitrator's Authority and Decision.** The arbitrator's decision shall be based solely and exclusively on the documentary evidence presented, the testimony of witnesses, and the arguments presented by the parties and the hearing record. The arbitrator shall have the authority to recommend the payment of salary only if the grievant rendered service for which they were not paid.
  - i. **Findings.** The arbitrator shall render written findings, conclusions and decisions within sixty (60) days of the termination of the hearing. The arbitrator's decision shall be limited to specific findings regarding the alleged misinterpretation, misapplication or violation of the Collective Bargaining Agreement or a written rule, regulation, policy or procedure of the Los Angeles Community College District. The findings, conclusions, and recommendations shall be sent to the Grievant, the Union and the District. The decision rendered by the arbitrator shall become final and binding upon the Grievants, the District, and the Union and shall constitute the final administrative remedy available to the Grievant.
7. **Grievance Files.** The District's Office of Employee and Labor Relations shall maintain a file of all grievance records and communications separate from the personnel files of the Grievants, and grievance documents and decisions shall not be included in the personnel file, except to the extent provided by the final decision.

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**Article 19 Personnel File**

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**A. Definition**

A personnel file is the official record of the employee's work history with the District. It may include, but not be limited to the following: employment application, resume, performance evaluations, letters of recommendation or commendation, counseling letters, reprimands, other work-related documents that have been shared with or generated by the employee, and employee responses to any documents in the file.

The District's Office of Employee and Labor Relations shall maintain a file of all grievance records and communications separate from the personnel files of the Grievant(s), and grievance documents and decisions shall not be included in the personnel file.

**B. Placing Adverse Materials in the Personnel File**

Materials may be signed, dated and placed in the file by the appropriate administrator. Prior to placing any adverse material in a Unit member's file, the employee shall be notified and provided a copy. The Employee may attach their own statement to any material placed in the personnel file within ten (10) business days. No adverse material may become a part of an employee's record, placed in their personnel file, until the employee has been provided a copy of such material and had an opportunity to respond.

**C. Removing Adverse Materials from the Personnel File**

Adverse material which has been placed or will be placed in an employee's personnel file shall be retained in that file after original receipt of the materials. The employee may request adverse material to be removed from their personnel file after four years of receipt of the material.

**D. Viewing the Personnel File**

1. A Unit member and or Union representative shall have the right, at any reasonable time, to inspect a personnel file at the college and or at the District office.
2. The Unit member may elect to have a Union representative accompany them to inspect the personnel file.
3. The Unit member shall have the right to give written consent to a Union representative to inspect the Unit Member's personnel file.

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**Article 20 Fair and Respectful Treatment**

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Unit members and the District recognize that respectful, fair treatment of others promotes a work environment and organizational culture that supports and values all members of the District community. Unit members and the District shall strive to promote a collegial, fair, and respectful work environment that is free of bullying and disruptive behavior. Members of the bargaining unit shall be treated with dignity and respect in all interactions.

**Non-Collegiality Concerns (Appendix I):**

All employees within the District have an obligation to facilitate strong collegial relationships and teamwork among the staff and to facilitate adherence to applicable professional standards. Unit members with concerns regarding non-collegiality issues not resolved informally or that are not appropriate for resolution at the departmental division level shall report those concerns to the appropriate college vice president or designee for consideration, resolution, or referral by submitting an incident report form.

If a Unit member has submitted an incident report form (Appendix I), the appropriate administrator shall respond to the complainant within 15 working days of the submission of this concern to prevent the escalation of the issue reported. A final response will be sent to the complainant within 45 working days of submission. The final response shall be reported back to the complainant on Appendix J.



Los Angeles Community College District Administrator's Unit Represented by California Teamsters Public, Professional & Medical Employees Union Local 911

EXECUTION OF AGREEMENT

In witness whereof, the parties execute this Agreement on the 4<sup>th</sup> day of October, 2023.

LOS ANGELES COMMUNITY COLLEGE DISTRICT

TEAMSTERS, LOCAL 911

DocuSigned by: [Signature]
By: B73333FC3A58440...
David Vela, President
Board of Trustees

DocuSigned by: [Signature]
By: F9696090816E431...
Dr. Vi Ly, Chief Negotiator,
Dean of Academic Affairs, Los Angeles City College

DocuSigned by: [Signature]
By: 5C10F336DA3B49C...
Francisco C. Rodriguez, Ph.D.
Chancellor

DocuSigned by: [Signature]
By: CD49A54F29CB49E...
Judith Serlin, Business Representative
Teamsters Local 911

DocuSigned by: [Signature]
By: CBD1D91752D2444...
Teyanna Williams, Chief Negotiator,
Vice Chancellor, Human Resources

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By: BCA84A9150954E9...
Dr. Deborah L. Harrington, President, LACCD Administrator's
Unit - Teamsters Local 911
Dean for Student Success, ESC

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By: 98820025E557473...
Rick von Kolen, Director Employee and Labor Relations

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By: E3A90A0A653A4CE...
Dr. Steven Reynolds, Dean, Instructional Services,
East Los Angeles College

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By: 6A0258191D4E477...
Barry Gribbons, President
Los Angeles Valley College

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By: 9A3C83019BB04E0...
Dr. Adrienne Ann Mullen, Dean, Adult, Community & Continuing
Education Programs & Services, ESC

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By: 618828CA29F2431...
Roberto Gonzales, Vice President of Student Services
West Los Angeles College

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By: 741A7D793D2D48E...
Dr. Armando Rivera-Figueroa
Dean of Academic Affairs, Los Angeles City College

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By: 7DE8B60065DD402...
Leisa Biggers, Director of Human Resources

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By: 72637D258F944CB...
Marla Uliana, Dean, Career & Workforce Education,
Los Angeles Mission College

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By: 152AB07B213E459...
Christopher Nersisyan, Chief IT Manager Engineer &
Tech Services Delivery

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By: B7BF00F89E80434...
Dr. Claudia Velasco, Dean of Student Success and Support,
Los Angeles Pierce College

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By: 265FB19732C74EA...
Deborah La Teer, Director of Budget and Management
Analysis

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Dr. Carmen Cortez Dominguez, Dean, Academic Affairs, Arts,
Media, and Design, Los Angeles Valley College

DocuSigned by: [Signature]
By: C3268AC22DA846E...
Emmy Stovall, Division Operations Specialist (Conf.)
Human Resources

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By: C31191DF1A33402...
Ralph Davis, Dean, Student Services
Los Angeles Southwest College

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Maggie Cordero, J.D., Dean of Pathways and Student Affairs,
Los Angeles Trade Tech College



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## Appendix A Dean Classification Description

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# Los Angeles Community College District

## Classification Description

Original Date: 9

FLSA Status: Exempt

Service Type: Academic

Title: Dean (Assistant Dean, Associate Dean, and Dean)

Unit: Supervisory

### A. Definition

Under the direction of a President, Vice Chancellor, Associate Vice Chancellor, Vice President of Academic Affairs, Vice President of Student Services, or other senior administrator, a dean will plan, develop, support, organize, direct, and supervise a sizable and complex instructional, instructional support or student services programs.

### B. Distinguishing Characteristics

Deans supervise and provide leadership to a program(s) involving a group of academic subject areas or programs, a large continuing education program, an instructional support or a student services program employing academic, classified, and unclassified staff. Deans supervise faculty and classified and unclassified staff directly or through first-line supervisors, such as Department Chairs and Classified Managers.

A programmatic area on a college campus refers to a specific functional area that is responsible for providing a specific set of services or programs to support the academic and non-academic needs of students, faculty, and staff.

Programmatic areas can vary from college to college, but some common examples include academic departments (such as the department of biology or the department of psychology) and student services offices (such as the office of student activities).

A large programmatic area has the following components:

1. Budget; and
2. Staff and or faculty at least five (5) FTE; and
3. Program review and or reporting to an outside agency (Department of Education, California Community Colleges Chancellor's Office (CCCCO), State of California, accrediting agency, Public and Private Grants, etc.)

### **C. Example of Duties**

1. Plan, develop, organize, coordinate, supervise and evaluate assigned instructional and or student support programs in accordance with legal requirements, District policies, Accreditation Standards, and sound instructional or guidance principles and practices.
2. Facilitate completion of overall objectives and plans for departments; initiate and participate in overall program planning; assess needs for new programs or services; facilitate their development and implementation in accordance with established approval guidelines and budgets.
3. Monitor outcomes assessment processes for programmatic improvement, which may include providing relevant information and facilitating discussions about the results of Student Learning Outcomes (SLO), Service Area Outcomes (SAO), Program Learning Outcomes (PLO), and or Institutional Learning Outcomes (ILO) and using the outcomes assessment results to make improvements to those areas.
4. Oversee the screening, interviewing, and selection process of faculty, classified, and unclassified staff to ensure compliance with the California Education Code, Title 5 Regulations, Los Angeles Community College District (LACCD) Board Policies, LACCD Administrative Regulations, Human Resources Guides, Personnel Guides, Personnel Commission Laws and Rules, and collective bargaining agreements in a fair and consistent manner.
5. Assign, supervise, and evaluate faculty, classified staff, and unclassified staff.
6. Plan, coordinate, and provide training and professional development to assigned staff.
7. Oversee staff assignments and schedules; assign work location in accordance with established District policies.
8. Coordinate and direct special projects; initiate studies and conduct analysis as necessary to evaluate the efficiency of instructional and student support programs to determine the need for new or modified course offerings, programs, or services.
9. Ensure the preparation, distribution and maintenance of required reports, records, and files by appropriate staff.
10. Communicate and promote program objectives and offerings to potential and current students, other educational institutions, community organizations, staff, instructors, and others. Establish formal partnerships or alliances and collaborate with industry and external educational institutions, educational initiatives, and or programs.

11. Responsible for supervising and developing the annual budget and contractual commitments according to established procedures; control and oversight of assigned program budgets; and specially funded budgets.
12. Serve as a member of college and District committees and task forces; liaise with other campuses and District administration to ensure proper coordination of activities; promote sharing of ideas and communication of administrative required benchmarks with others, internal and external, to the District.
13. Represent the college and District at external, local, state, national and international conferences, meetings, task forces, and activities that improve, promote, and publicize college and District instructional and or student support programs.
14. Coordinate the investigation of and assist in the facilitation and the resolution of student, staff, and faculty conflict and complaints in accordance with State and District requirements.
15. Coordinate, investigate and facilitate the resolution of student grievances.
16. Manage student conduct and discipline.
17. Interpret, articulate, implement, and monitor compliance with the California Education Code, Title 5 Regulations, LACCD Board Policies, LACCD Administrative Regulations, Human Resources Guides, Personnel Guides, Personnel Commission Laws and Rules, applicable state and federal laws, and collective bargaining agreements in a fair and consistent manner.
18. Serve as the administrator in charge of the college in the absence of the President or Vice President as delegated.
19. Serve as evening and or weekend administrator as assigned.
20. May serve on the incident command team.
21. The dean leads and engages in strategic planning and promotes creative ideas that enable the division and the college to be more productive, efficient, and continuously improve its services. Specific organizational and operational duties typically consist of budget planning or implementation, direct oversight of institutional Student Learning Outcomes (SLO), Service Outcomes, and Program Learning Outcomes (PLO) programs.
22. Facilitates discussion and collaboration related to the understanding and utilization of data in planning and decision making.
23. Perform other duties as assigned.

## **D. Levels of Dean**

### **1. Assistant Dean**

Assistant Deans supervise no more than two programmatic areas. They receive moderate to limited supervision and work from goals and objectives set by their supervisor. Assistant Deans organize and carry out functions of the assigned areas of responsibility in accordance with direction provided from their supervisors and standard practices and procedures in place.

### **2. Associate Dean**

Associate Deans supervise no more than four programmatic areas. They receive limited supervision and are provided with general guidance on goals and objectives from their supervisor. Associate Deans set specific goals and objectives for their areas of supervision and are responsible for planning, designing, and implementing programs, services, and projects to accomplish the objectives and meet the goals.

### **3. Dean**

Deans typically supervise no more than eight (8) large programmatic areas or no more than ten (10) programmatic areas of any size. The number of programmatic areas assigned shall be stated in the Job Duty Statement. Deans receive limited supervision and are responsible for defining goals and objectives.

Deans provide direction and leadership over strategic and long-range planning, implementation, and management to the assigned areas of responsibility. They proceed independently in accomplishing goals and advancing the mission of the organization.

Since the leadership and management provided by Deans of Institutional Effectiveness is college-wide, the number of departments or programs supervised, budgets overseen, and employees supervised may not align with the above levels.

If any unit member is assigned the supervision of a program in which a stipulated percentage of management workload is required, then this percentage shall be counted toward their total assigned programmatic areas.

## **E. Types of Dean**

### **1. Dean – Student Services**

This is an academic administrative position responsible for providing leadership and management for programs and initiatives in the Division of Student Services. Deans in this classification are responsible for day-to-day operations, supervision, organization, budgets, implementation, creation and evaluation of Learning Outcomes and Service

Area Outcomes (SAO's) for programs and disciplines within the Division of Student Services.

**2. Dean – Academic Affairs**

This is an academic administrative position responsible for providing leadership and management for programs and initiatives in the Division of Academic Affairs. Deans in this classification are responsible for day-to-day operations, supervision, organization, budgets, implementation, creation and evaluation of Learning Outcomes and Service Area Outcomes (SAO's) for programs and disciplines within the Division of Academic Affairs. Typical areas include but are not limited to: Credit, Continuing Education, Career Technical Education, Workforce and Economic Development, Adult Education, and Non-Credit or other programs deemed necessary by the college. The Dean shall be responsible for providing leadership and supervision for academic discipline-specific programs, state, college, or district initiatives, and or departments.

**3. Dean – Institutional Effectiveness**

This is an academic administrative position responsible for providing leadership and management for college-wide institutional effectiveness efforts. Deans in this classification are responsible for day-to-day operations, supervision, organization, and budgets within the office of Institutional Effectiveness. Deans in this classification provide collaborative leadership, expertise, and oversight in college planning processes and in the review and assessment of programs, student achievement, learning outcomes and student success strategies. Deans in this classification develop and implement the college research agenda to support assessment efforts, data-driven decision making, accountability, and institutional effectiveness.

**4. Dean – Specially Funded Programs (SFP)**

This is an academic administrative position responsible for providing leadership and management for programs and initiatives for Specially Funded Programs (SFP). Deans in this classification are responsible for day-to-day operations, supervision, organization, budgets, implementation of awarded programs. The Dean shall be responsible for providing leadership, expertise, and oversight of awarded funds and regulatory compliance with the terms and conditions of awards.

Specially Funded Programs are supported with funding from external sources, such as federal, state, and local agencies or private entities. SFP positions are renewable annually based on evaluation of outcomes and performance and availability of funds.

## 5. Districtwide Dean

The leadership and management provided by District Deans covers all 9 college campuses. The number of departments or programs supervised, budgets overseen, and employees supervised may not align with the levels described above.

## F. Minimum Qualifications

Applicants must meet the minimum qualification requirements below as described in the **Minimum Qualifications for Faculty & Administrators in California Community Colleges** handbook:

1. Master's degree from an accredited college or university.
2. Completion of one year of full-time formal training, internship or leadership experience reasonably related to the administrative assignment.
3. Sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of community college students.

## G. Special Conditions of Employment

This position may require a non-traditional work schedule, including evenings and weekends, remote work, and local, state, and national and international travel.

## H. Desirable Qualifications

1. Demonstrated experience in working with academic departments or student support programs.
2. Knowledge and experience in areas of oversight in the classification type noted above.
3. Possesses personal characteristics necessary for working with students, employees and the public in an administrative capacity including: ability to communicate effectively both orally and in writing, flexibility, good judgment, tact, and cooperation with coworkers.
4. Demonstrated experience and knowledge of budget development and implementation, and accounting procedures for general, categorical, and Specially Funded Programs (SFP) including the development of audit trails.
5. Knowledge and experience of the technology needs of the related programs and uses of various resources to meet the needs.
6. Knowledge of and experience with current research trends in higher education.
7. Knowledge or experience related to compliance with applicable federal and state civil rights laws, collective bargaining agreements, policies, and procedures.

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## **Appendix B LACCD Administrator’s Performance Evaluation**

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Access an [Accessible Fillable PDF Form of Administrator’s Performance Evaluation Form](https://studentlaccd.sharepoint.com/:b:/r/sites/laccd/offices/laccd-forms/Shared%20Documents/Administrative/Academic%20Administrator%20Supervisor%20Evaluations/Teamsters%20Administrators%20Performance%20Evaluation%20(AI).pdf?csf=1&web=1&e=wqJAE3) at the following webpage: [https://studentlaccd.sharepoint.com/:b:/r/sites/laccd/offices/laccd-forms/Shared%20Documents/Administrative/Academic%20Administrator%20Supervisor%20Evaluations/Teamsters%20Administrators%20Performance%20Evaluation%20\(AI\).pdf?csf=1&web=1&e=wqJAE3](https://studentlaccd.sharepoint.com/:b:/r/sites/laccd/offices/laccd-forms/Shared%20Documents/Administrative/Academic%20Administrator%20Supervisor%20Evaluations/Teamsters%20Administrators%20Performance%20Evaluation%20(AI).pdf?csf=1&web=1&e=wqJAE3)





## LACCD Administrator's Performance Evaluation (Teamsters)

Name:

Location:

Title:

Evaluation Period:

From:

To:

### Type of Evaluation (Choose one.):

Self

New Employee

Annual

### Purpose:

The purpose of this evaluation is to provide a systematic, objective and entirely constructive method of evaluating and informing an administrative employee of the effectiveness of the employee's performance and contribution to the overall purpose and mission of the Los Angeles Community College District. The evaluation process is designed to achieve a mutual understanding between the supervisor and the employee regarding levels of past performance, identification of strengths and weaknesses, means for improving performance, and expectations for future performance based on set goals throughout the evaluation period.

**Instructions for Unit Member Employees:**

As part of the self-evaluation process, evaluate each category separately providing examples as appropriate.

**Goals and Objectives in Support of College Mission—Evaluatee to Complete**

State goals and identified for this evaluation period, and the status of each (accomplished or not).

If goals and objectives which were not accomplished during this evaluation period, please explain challenges and describe what can be done to accomplish them in the future:

## **Other Accomplishments during the evaluation period**

### **Instructions for Supervisors:**

Evaluate each category separately. The supervisor should provide specific comments, examples and or suggestions for each category. If “Needs Improvement” or “Unsatisfactory” is indicated, specific suggestions for improvement must be provided.

### **Definitions of Performance Level Degrees:**

**Unsatisfactory** – Failure to meet job expectations or performance standards. This may include factors such as failure to complete assigned tasks, low productivity, inadequate communication, or failure to follow institutional policies and procedures. This rating must be supported by a statement of facts within the “comments, examples, and or suggestions” section.

**Needs Improvement** - Performance shows deficiencies which seriously interfere with the attainment of the principal objectives of the category and seriously falls below the mutually agreed upon goals. Improved performance is needed which requires a serious concentrated effort on the part of the employee to reach a satisfactory level. This rating must be supported by a statement of facts within the “comments, examples, and or suggestions” section.

**Meets Expectations** - Performance shows attainment of the principal objectives of the category. Performance is consistent with the Job Duty Statement and the mutually agreed upon goals for this category.

**Exceeds Expectations** - Performance achievements are consistent, important, distinctive, and unique, and are beyond the defined objectives of the category delivering additional outcomes from those stated in the Classification Specification and mutually agreed upon goals. This rating must be supported by a statement of facts within the “comments, examples, and or suggestions” section.

**Evaluation Categories**

**Accomplishments**

(Accomplishments related to goals set in the prior year or other accomplished achieved during the year.)

	Exceeds Expectations	Meets Expectations	Needs Improvement	Unsatisfactory
Performance Level (Choose one.)				

Comments, Examples, and or Suggestions:

## Professional Knowledge and Expertise

(Consider the depth, breadth of knowledge, and how that knowledge is applied in circumstances encountered by the evaluatee.)

	Exceeds Expectations	Meets Expectations	Needs Improvement	Unsatisfactory
Performance Level (Choose one.)				

Comments, Examples, and or Suggestions:

## Problem Solving

(Consider ability to identify the nature and causes of problems; Solves problems using data, facts, observation, analysis, and evaluation; Considers alternative courses of action; Engages in appropriate self-reflection.)

	Exceeds Expectations	Meets Expectations	Needs Improvement	Unsatisfactory
Performance Level (Choose one.)				

Comments, Examples, and or Suggestions:

### **Communication Skills, Collaboration, and Adaptability to Change**

(Consider the employee’s ability to organize and present information; and the ability to facilitate groups and adjust communication to different level of audience.)

	Exceeds Expectations	Meets Expectations	Needs Improvement	Unsatisfactory
Performance Level (Choose one.)				

Comments, Examples, and or Suggestions:

### **Managerial Qualities, Reliability, and Effectiveness**

(Consider employee’s ability to train, develop, and evaluate subordinates; contribute ideas for improvement in operations.)

	Exceeds Expectations	Meets Expectations	Needs Improvement	Unsatisfactory
Performance Level (Choose one.)				

Comments, Examples, and or Suggestions:

## Planning, Leadership, and Initiative

(Consider the establishment of definitive short and long-term goals and objectives; the development of plans to achieve desired, timely results; initiative in accomplishing goals; meeting stated goals; maintaining budgets and providing forecasts; staying ahead of day-to-day responsibilities; organizing, directing, and coordinating work activities for the attainment of goals and objectives.)

	Exceeds Expectations	Meets Expectations	Needs Improvement	Unsatisfactory
Performance Level (Choose one.)				

Comments, Examples, and or Suggestions:

## Overall Evaluation

Choose One.

Exceeds Expectations

Meets Expectations

Needs to Improve

Unsatisfactory

An overall “Needs to Improve” or “Unsatisfactory” evaluation will initiate the development of a Remediation Plan (Article 8, G and H.) that shall include specific examples of expected performance, suggestions about how to improve and the method that will be used to assess improvement within an agreed upon time frame for each item addressed in the plan.

## **Goals and Objectives in Support of College Mission**

Next Evaluation Period Beginning Date:

Next Evaluation Period Ending Date:

### **Instructions:**

The development of performance goals and objectives is a collaborative process between the employee and their supervisor to arrive at a mutual understanding of expectations and accomplishments for the next evaluation period. When preparing goals and objectives statements be certain that they are measurable and verifiable, that they are directly related to the administrator's Job Duty Statement, that they are realistic and obtainable, that they are consistent with policy and practice, and that accountability is clearly established.

State goals and objectives to be accomplished during the next evaluation period. Goals should relate to College mission, the employee's Job Duty Statement and their professional growth.



## Signatures

This evaluation has been reviewed by me and discussed with my supervisor. These goals and objectives for the next evaluation period have been reviewed by me and discussed with my supervisor.

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

Employee Print Name:

Employee Signature:

Date:

Immediate Supervisor Print Name:

Immediate Supervisor Signature:

Date:

Immediate Supervisor Title:

Next Level Authority Print Name:

Next Level Authority Signature:

Date:

Next Level Authority Title:

College President Print Name (if applicable):

College President Signature

Date:

## Instructions Following the Evaluation

A copy of this evaluation will be uploaded into the appropriate Human Resources Information System by the appropriate supervisor or designee.

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## Appendix C Job Duty Statement

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Access an [Accessible Fillable PDF Form of the Job Duty Statement](https://studentlaccd.sharepoint.com/:b:/r/sites/laccd/offices/laccd-forms/Shared%20Documents/Administrative/Academic%20Administrator%20Supervisor%20Evaluations/Teamsters%20Administrator%20Job%20Duty%20Statement%20(AI).pdf?csf=1&web=1&e=kntBI7) at the following webpage:  
[https://studentlaccd.sharepoint.com/:b:/r/sites/laccd/offices/laccd-forms/Shared%20Documents/Administrative/Academic%20Administrator%20Supervisor%20Evaluations/Teamsters%20Administrator%20Job%20Duty%20Statement%20\(AI\).pdf?csf=1&web=1&e=kntBI7](https://studentlaccd.sharepoint.com/:b:/r/sites/laccd/offices/laccd-forms/Shared%20Documents/Administrative/Academic%20Administrator%20Supervisor%20Evaluations/Teamsters%20Administrator%20Job%20Duty%20Statement%20(AI).pdf?csf=1&web=1&e=kntBI7)



# Administrator's Job Duty Statement (Teamsters)

Name:

Location:

Position Title:

Effective Date:

**Position Status (Choose one.):**

Regular

Temporary

## 1. Programmatic Areas

### Number of Programmatic Areas:

List the programmatic areas assigned to the position. Indicate additions or changes from prior job duty statement, if applicable.

## **2. Job Duties**

List the duties assigned to the position starting with the duties and responsibilities typically consuming the largest amount of time and or most important to the job.

Remember to include infrequently performed duties if they are significant to the position.

Indicate additions or changes from prior job duty statement, if applicable

### 3. Responsibilities

List the job titles of employees supervised by this position. Indicate additions or changes from prior job duty statement, if applicable.

<b>Job Title</b>	<b>Programmatic Area</b>	<b>Number of Employees Supervised</b>

#### 4. Signatures

I have read and understand this Job Duty Statement including all of the requirements and information above and discussed the duties listed with my direct supervisor.

Unit Member Signature:

Date:

Immediate Supervisor Name:

Immediate Supervisor Signature:

Date:

Next Level Supervisor Name:

Next Level Supervisor Signature:

Date:

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## Appendix D Domestic Partner Policy for Health Insurance and Affidavit and Declaration

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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 or retiree, and their domestic partner, must satisfy the eligibility requirements of a domestic partnership established by the State of California, register with the State of California as a domestic partnership and present proof of such registration, or submit a completed, notarized copy of the Affidavit of Domestic Partnership form to the Health Benefits Section, Human Resources Division.
2. Once an employee has registered their domestic partnership with the District, such domestic partners have the same rights, protections, and benefits, and are subject to the same responsibilities, obligations and duties under law as are granted to and imposed upon a licensed marriage.
3. The employee may enroll a domestic partner and or their children into health, dental, vision and any other applicable benefit. The employee will receive an increased employer contribution for the added coverage.
4. **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.

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## Appendix E Employee Grievance Form

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Access an [Accessible Fillable PDF Form of Employee Grievance Form](https://studentlaccd.sharepoint.com/:b:/r/sites/laccd/offices/ELR/Shared%20Documents/Union-Contracts/Forms%20in%20Appendices/Teamsters%20Employee%20Grievance%20Form%20(AI).pdf?csf=1&web=1&e=aRBNC4) at the following webpage:

[https://studentlaccd.sharepoint.com/:b:/r/sites/laccd/offices/ELR/Shared%20Documents/Union-Contracts/Forms%20in%20Appendices/Teamsters%20Employee%20Grievance%20Form%20\(AI\).pdf?csf=1&web=1&e=aRBNC4](https://studentlaccd.sharepoint.com/:b:/r/sites/laccd/offices/ELR/Shared%20Documents/Union-Contracts/Forms%20in%20Appendices/Teamsters%20Employee%20Grievance%20Form%20(AI).pdf?csf=1&web=1&e=aRBNC4)





# Employee Grievance Form LACCD Administrator's Association or Teamsters Local 911

## Instructions

The Grievant shall complete Sections 1 - 8 of this form and deliver it to the Respondent (the party whom you are grieving). Refer to Article 18, Grievance Procedure.

1. Grievant (Full Name):  
  
Location:
2. Grievant's Job Title:
3. Name of Grievant's Supervisor:
4. Supervisor's Job Title:
5. Names of Grievant's Representatives (if any)

## Grievance

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

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

8. Signature of Grievant:

Date:

9. Grievance Step Level #

Resolved (Choose one.):

**Yes**

**No**

Date:

10. Next action, if any:

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## Appendix F Glossary of Terms

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1. **Anniversary Date for Vacation Accrual Purposes:** the anniversary date for purposes of determining vacation accrual shall be based on the date of hire in the district in a permanent position (academic or classified). See Article 12, Vacation.
2. **Business Day:** any day during the workweek, typically Monday through Friday, excluding observed holidays, during which normal business operations take place.
3. **Designated Person:** For purposes of Family and Medical Leave (Article 13.B.6.), it means a person identified by the employee at the time the employee requests paid sick leave. Employees are limited to one designated person per 12-month period.
4. **Due Process:** in accord with California and Federal law, Unit members shall be afforded due process (notice and opportunity to be heard) surrounding all claims, disputes, or grievances arising out of this agreement.
5. **Family Member:** defined as the employee's spouse, child (including biological, adopted, foster child, a stepchild, a legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis), parent, sibling, grandparent, grandchild, domestic partner, parent-in-law, and the equivalent relatives of the employee's registered domestic partner.
6. **Job Duty Statement:** a formal document issued to the unit member at the onset of the assignment outlining the scope of the Unit member's responsibilities. This document identifies departments or programmatic areas they are vested with authority, as well as a comprehensive list of duties and responsibilities for which accountability is assigned.
7. **Primary Area of Responsibility:** the areas of the college for which the Unit member is held accountable for the performance, supervision, reporting, accuracy or overall function. These include but are not limited to: Admissions and Records, Supervision of an Academic Departments or Athletic Program; Curriculum; Catalog; Scheduling; Research and Planning; Program Review; Noncredit and Not- for-Credit offerings; Financial Aid, EOPS or CARE, CalWorks; International Student Services; Matriculation; Workforce Development; Specially Funded Grants and Programs; Outreach; Distance Education; Student Services; and Disabled Students Programs and Services.
8. **Release Time for Union Activities:** any union-related meeting (on campus and/or off-campus), teleconferencing, e-conferencing or for any other reasonable activity associated with official Union business.

9. **Workplace Environment:** the District shall provide conditions for a safe, healthful and sanitary work environment. Unit Member's work environs should be maintained with routine scheduled maintenance and cleaning, including such cosmetic maintenance as painting and flooring.
10. **Work Day:** any day during the week on which the employee is scheduled to work.

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## Appendix G Education Code Sections

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Education Code Sections 72411 and 87458 are subject to change, check the current Education Code for latest version.

### 72411

- (a) Every educational administrator shall be employed, and all other administrators may be employed, by the governing board of the district by an appointment or contract of up to four years in duration. The governing board of a community college district, with the consent of the administrator concerned, may at any time terminate, effective on the next succeeding first day of July, the term of employment of, and any contract of employment with, the administrator of the district, and reemploy the administrator, on any terms and conditions as may be mutually agreed upon by the board and the administrator, for a new term to commence on the effective date of the termination of the existing term of employment.
- (b) If the governing board of a district determines that an administrator is not to be reemployed by appointment or contract in his or her administrative position upon the expiration of his or her appointment or contract, the administrator shall be given written notice of this determination by the governing board. For an administrator employed by appointment or contract, the term of which is longer than one year, the notice shall be given at least six months in advance of the expiration of the appointment or contract unless the contract or appointment provides otherwise. For every other administrator, notice that the administrator may not be reemployed by appointment or contract in his or her administrative position for the following college year shall be given on or before March 15.
- (c) If the governing board fails to reemploy an administrator by appointment or contract in his or her administrative position and the written notice provided for in this section has not been given, the administrator shall, unless the existing appointment or contract provides otherwise, be deemed to be reemployed for a term of the same duration as the one completed with all other terms and conditions remaining unchanged.
- (d) Subdivisions (b) and (c) do not apply to any administrator who holds a position that is funded for less than a college year, is assigned to an acting position whose continuing right to hold the position depends on being selected for the position on a regular basis, is terminated pursuant to Section 87743, 88017, or 88127, or is dismissed for cause.

**87458**

A person employed in an administrative position that is not part of the classified service, who has not previously acquired tenured status as a faculty member in the same district and who is not under contract in a program or project to perform services conducted under contract with public or private agencies, or in other categorically funded projects of indeterminate duration, shall have the right to become a first-year probationary faculty member once his or her administrative assignment expires or is terminated if all of the following apply

- (a) The process by which the governing board reaches the determination shall be developed and agreed upon jointly by representatives of the governing board and the academic senate, and approved by the governing board. The agreed upon process shall include reasonable procedures to ensure that the governing board relies primarily upon the advice and judgment of the academic senate to determine that the administrator possesses the minimum qualifications for employment as a faculty member. The process shall further require that the governing board provide the academic senate with an opportunity to present its views to the governing board before the board makes a determination and that the written record of the decision, including the views of the academic senate, shall be available for review pursuant to Section 87358.
- (b) Until a joint agreement is reached pursuant to subdivision (a), the district process in existence on January 1, 1989, shall remain in effect,
- (c) The administrator has completed at least two years of satisfactory service, including any time previously served as a faculty member, in the district.
- (d) The termination of the administrative assignment is for any reason other than dismissal for cause.
- (e) This section shall apply to every educational administrator whose first day of paid service in the district as a faculty member or an administrator is on or after July 1, 1990.

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## **Appendix H Agreement Between the LACCD, The Faculty Guild, and the Teamsters Unit**

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### **Agreement Between The Los Angeles Community College District and the Los Angeles College Faculty Guild, AFT Local 1521 and the Public, Professional and Medical Employees Union of the California Teamsters, Local 911**

The Los Angeles Community College District (“the District”), the Los Angeles College Faculty Guild, AFT Local 1521 (“the Faculty”), and the Public, Professional and Medical Employees Union of the California Teamsters, Local 911 (“Teamsters”) (collectively “the parties”) agree to the following framework for resolution of disputes regarding whether the work of a particular position belongs in the Faculty or Teamster bargaining unit.

1. This framework will only be triggered prospectively in the following instances:
  - a. A vacant Assistant Dean, Associate Dean, Dean, Assistant Director or Associate Director position exists and it is proposed to be filled, meaning that the college has developed a job announcement and job description, and has completed an intent to fill form and is ready to send these documents to District Divisions of Human Resources; or
  - b. A vacant Instructor Special Assignment (ISA) or Consulting Instructor (CI) position exists and it is proposed to be filled, meaning that the college has developed a job announcement and job description, and has completed an intent to fill form and is ready to send these documents to the District Division of Human Resources; or
  - c. When either the Faculty or the Teamsters reasonably believe that the work being performed by an employee is primarily outside the scope of the work performed by that bargaining unit and is rather within the scope of their respective bargaining unit. The position in contention must have been created after June 30, 2004.
2. The District acknowledges it has an obligation to and will provide the Faculty and the Teamsters on a regular basis with all job announcements, job descriptions, and intent to fill forms which involve positions in either bargaining unit.
3. The job description referred to in Paragraphs 1 and 2 above shall include the following:
  - a. Description of overall duties and responsibilities of the position, including level of supervisory responsibility;
  - b. Description of amount of time spent on academic and professional matters in carrying out the duties of the position;

- c. Estimate of amount and type of direct contact with students in the learning process;
  - d. Statement about the level of responsibility for curriculum and/or instruction; and
  - e. Rationale for the position to be designated as non-teaching faculty or academic supervisor.
4. If a party disagrees with the proposed bargaining unit assignment, that party shall notify the other parties within five business days from receipt of the job description.
  5. The parties will thereafter meet within ten business days from written notice of such disagreement and will discuss and analyze this disagreement by reference to the following criteria:
    - A faculty member is primarily involved with the teaching and learning process that directly serves students.
    - An academic administrator is primarily involved with supervision of faculty members and other employees. An academic administrator generally has a higher level of authority than a department chair for hiring, firing and discipline.
  6. If the parties are able to resolve the disagreement at this meeting, a joint recommendation will be made to the Chancellor. If the parties are unable to reach agreement, each party shall forward their recommendation to the Chancellor. Any recommendation to the Chancellor must be forwarded within ten business days of the meeting.
  7. The Chancellor will render his/her determination and notify the parties within five business days of receiving the recommendation(s).
  8. If either party is dissatisfied with the determination of the Chancellor, the disagreement will be referred to a mutually selected arbitrator for an expedited arbitration. The parties agree to select an arbitrator and hearing date within thirty (30) calendar days of the date of the Chancellor's determination. The hearing need not be conducted within thirty (30) calendar days.
  9. The arbitrator's decision shall not be binding but rather shall be advisory to the District's Board of Trustees, who shall take action upon the advisory decision within forty-five (45) calendar days from receipt of the decision.
  10. The Teamsters agree to withdraw with prejudice, PERB Case No. LA-CE-4692-E immediately upon execution of this Agreement.
  11. The parties agree that disputes over classified positions are not a part of this Agreement. The parties also recognize the rights of the Faculty and the Teamsters to challenge decisions of the District's Personnel Commission.



12. The parties agree that this Memorandum of Understanding does not abridge the District's right to "select, direct and control the District's business operations and working force" and to "determine staffing levels and job duties.
13. All time limits in this Agreement are mandatory and may only be waived by mutual written agreement of the parties.

This Agreement will become effective on the date executed by the parties.

Date: **September 8, 2004**

For the District:

Signature on File

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Peter Landsberger, Chancellor, Los Angeles Community College District

For the Faculty:

Signature on File

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Carl Friedlander, President, Los Angeles College Faculty Guild, Local 1521

For the Teamsters:

Signature on File

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Charlie Bossler, President, Administrators Association, affiliated with Public, Professional and Medical Employees Union, Teamsters Local 911

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## **Appendix I Deans' Administrative Non-Collegiality Incident Report Form**

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Access an [Accessible Fillable PDF Form of Deans' Administrative Non-Collegiality Incident Report Form](https://studentlaccd.sharepoint.com/:b:/r/sites/laccd/offices/ELR/Shared Documents/Union-Contracts/Forms in Appendices/Dean Administrative Non-Collegiality Incident Report Form (AI).pdf?csf=1&web=1&e=gTpGKL) at the following webpage:

[https://studentlaccd.sharepoint.com/:b:/r/sites/laccd/offices/ELR/Shared Documents/Union-Contracts/Forms in Appendices/Dean Administrative Non-Collegiality Incident Report Form \(AI\).pdf?csf=1&web=1&e=gTpGKL](https://studentlaccd.sharepoint.com/:b:/r/sites/laccd/offices/ELR/Shared Documents/Union-Contracts/Forms in Appendices/Dean Administrative Non-Collegiality Incident Report Form (AI).pdf?csf=1&web=1&e=gTpGKL)



# Deans' Administrative Non-Collegiality Incident Report Form

## Instructions

For concerns regarding non-collegiality, submit this incident report form to the appropriate administrator.

1. Name:
2. Job Title:
3. Department:
4. Location:
5. Clearly and concisely state your concerns and describe the events. Include the dates of the incidents, the names of employees involved, witnesses, evidence, documentation, and all other information that you deem to be useful. Please include proposed remedy for the concerns. Attach additional sheets if necessary.

Signature:

Date:

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## **Appendix J Administrative Resolution to Appendix I**

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Access an [Accessible Fillable PDF Form of Administrative Resolution to Appendix I Form](#) at the following webpage:

[https://studentlaccd.sharepoint.com/:b:/r/sites/laccd/offices/ELR/Shared Documents/Union-Contracts/Forms in Appendices/Deans Appendix I Resolution \(AI\).pdf?csf=1&web=1&e=YOICxd](https://studentlaccd.sharepoint.com/:b:/r/sites/laccd/offices/ELR/Shared%20Documents/Union-Contracts/Forms%20in%20Appendices/Deans%20Appendix%20I%20Resolution%20(AI).pdf?csf=1&web=1&e=YOICxd)



# Administrative Resolution to Appendix I

Date of Appendix I Submission:

1. Response to Appendix A Investigation and Findings:

2. Recommendation, if needed, and rationale:

A. Office of Diversity, Equity, and Inclusion (ODEI)

B. Human Resources Division (HRD)

C. Employee and Labor Relations (ELR)

D. Training

E. Mediation

F. Other

**Appendix K Distinguishing Characteristics Supervisory Positions Chart**

**Distinguishing Characteristics Supervisory Positions**

**Academic, Classified, and Faculty Instructor Special Assignment (ISA) or Consulting Instructor (CI) positions**

<b>Characteristics</b>	<b>Instructor Special Assignment (ISA) or Consulting Instructor (CI)</b>	<b>Academic Supervisor</b>	<b>Professional Expert</b>	<b>Classified Supervisor</b>
Supervision: General Level of Responsibility	<p>May supervise some people, generally in limited areas (e.g., department chair).</p> <p>May select and evaluate faculty.</p> <p>Nature of the duties requires relating to faculty as peers.</p>	<p>Supervision is a basic element, usually in multiple areas.</p> <p>May select and evaluate faculty.</p> <p>Nature of the duties requires hierarchical relationship with faculty.</p>	<p>Not supervisory: assistance from supervisors or managers needed to manage program area.</p> <p>Does not select or evaluate faculty.</p>	<p>Responsible for supervising other than academic employees.</p> <p>Does not select or evaluate faculty.</p> <p>Relationship with staff and Management.</p>
Direct Service to Students (Such as Teaching and Counseling)	<p>Significant regular contact with students is indicative of faculty status.</p> <p>Activities related to learning are generally the focus of the work.</p>	<p>Service to students is generally provided by a subordinate professional employee.</p>	<p>Project dependent as component of larger program.</p>	<p>Interact with students to carry out college functions (i.e., Business Office).</p>

Academic and Professional Matters Within the Domain of the Academic Senate *(See List Below)	Responsibilities that relate directly to matters within the purview of the academic senate imply faculty status.	Responsibilities that relate to implementation or that are limited to guiding and assisting faculty in carrying out academic and professional matters implies administrator status.	Often apply since curriculum development and other programmatic concerns are often part of the project or program.	Responsibilities generally not in areas that include academic and professional matters, which signify academic positions.
Minimum Qualifications (MQs) Required	State MQs required for selection and appointment to the position.	State MQs required for selection and appointment to the position.	Nature of work determines MQs.	Classification determines MQs for the position.
Duration of Assignment: Ongoing or Limited	Often limited (e.g., Accreditation Chair, chair of special initiative).	Generally ongoing.	Project oriented-limited to set timeframe.	Generally ongoing.
Status of Vacancy: New or Replacement	Selection from faculty as need arises.	Open recruitment and selection, starts with published job description.	Various methods.	Selection from certified lists, which result from request to fill.

## **Distinguishing Characteristics Supervisory Positions Academic, Classified, and Faculty ISA/CI positions**

**\*Academic and Professional Matters** means the following policy development and implementation matters:

1. Curriculum, including establishing prerequisites and placing courses within disciplines;
2. Degree and certificate requirements;
3. Grading policies;
4. Educational program development;
5. Standards or policies regarding student preparation and success;
6. District and college governance structures, as related to faculty roles;
7. Faculty roles and involvement in accreditation processes, including self-study and annual reports;
8. Policies for faculty professional development activities;
9. Processes for program review;
10. Processes for institutional planning and budget development; and
11. Other academic and professional matters as mutually agreed upon between the Board and the academic senate.