# SIDE LETTER AGREEMENT

# By LACCD and AFT Faculty Guild 1521 Regarding Implementation of Various Successor Agreement Related Concerns

The Los Angeles Community College District (the "District") and the American Federation of Teachers, the Los Angeles College Faculty Guild, AFT 1521, CFT/AFT, AFL-CIO (the "union") agree to the following stipulations concerning the collective bargaining successor agreement, as it may become effective starting in various stages of the 2020-2021 academic year, or thereafter:

## Class Size (Article 12. A. 3.)

• The Union and District agree to initiate class size changes effective the Spring 2021 term.

## Student Enrollment (Enrolled below Cap) After First Day of Instruction (Article 12. B. 2)

Per our new CBA language, the District will program our enrollment system to accommodate the following parameters:

- For courses not at their enrollment cap on the first day of instruction, students will be allowed to self-enroll up to but no later than the start of the second-class session.
- If the enrollment system cannot be modified to allow this flexibility, then the Guild and District agree to the following position as discussed during negotiations: For courses not at their enrollment cap on the first day of the term, students will be allowed to self-enroll through the second day of the term.

Implementation of this capability will be no later than July 1, 2021.

## 12-Month Pay Option. (Article 29. C.)

- The Union and District have agreed that the District will have to migrate information and engage in computer programming to facilitate this new pay structure.
- The programming will involve collaboration between various departments in the District, and so as to not unduly impact wages and other reportable earnings, implementation shall be effective July 1, 2021.

#### Non-Classroom Faculty (0.2) Professional Time. (Article 13. A. 1. Paragraph 2)

• The Union and District have agreed to a contract interpretation of the non-classroom faculty professional time release and will enter the contract interpretation contained in Appendix A as 2020-01 to Appendix L of the 2020-2023 AFT Collective Bargaining agreement.

#### Load Reductions (Article 13. Table A & B)

- The District and the Union agree that faculty load changes are effective July 1, 2020 and shall be reported to CalSTRS as such.
- Fall 2020 assignments shall be adjusted to reflect the new loads and any overload will be paid at the faculty member's hourly rate. If the implementation of this article results in an adjunct

faculty member exceeding the 0.67 load limit, the Administration and the Faculty Guild will agree to assign a temporary waiver per Article 16. H. 8. for the fall term to exempt them from the 0.67 percent limit.

• Spring 2021 assignments shall be scheduled to reflect the new loads. If assignments in Spring 2021 are insufficient in meeting instructional demand, faculty will be offered adjunct assignments to fill the deficiencies pursuant to Article 16.

Faculty Evaluation Training. (Article 19. A. 4 & Article 42. A. 2)

- The Union and the District agree to the development of an on-line training that will address the mandatory requirements of Article 19 A. 4 for Department Chairs, Deans, and Sr. Management via Canvas. The training shall be available no later than June 2021.
- The Union and the District will identify the appropriate content experts who will collaborate on the development and execution of relevant training material.

## Department Chair Workshop (Contract Update Training) Article 17. D. 1. h.)

- The Union and the District agree to the use of Zoom in order to facilitate the Successor Agreement updates. This training will be recorded, and questions may be directed to a designated email.
- The Union and the District will identify the appropriate content experts who will collaborate on the development and execution of relevant training material.

Faculty Evaluation Materials. (Appendix C.)

• Faculty evaluation forms will be effective Spring 2021, and made accessible via fillable PDF's, and ADA compatible.

Implicit Bias and Culturally Responsive Teaching Practices (Article 23. K.)

• The District and the Faculty Guild will develop and coordinate options for training. Training shall be available starting July 1, 2021.

Dated: Friday, October 23, 2020

For the District:

DocuSigned by: Merades Gutierres

Mercedes Gutierrez, Ed. D. Acting Vice Chancellor, Human Resources For AFT:

DocuSigned by: Joanne Waddell

Joanne Waddell President for AFT College Faculty Guild, 1521

## Non-Classroom Professional Time Contract Interpretation CBA: Article 13 A. 1. Effective 10/21/2020

A. Where practicable, all items identified below as part of the regular 0.8 portion of the assignment shall be scheduled in advance, and blocked in the scheduling system (e.g., Cranium Café)

The following are considered part of the 0.8 "Regular" portion of the assignment and not considered part of the 0.2 "Professional Time" as identified in Article 13 A. 1.

- Appendix Q #5- The one required meeting.
- Required Department Meeting once per month.
- Participation in meetings or activities directed or mandated by administration.
- Approved Conference/Travel; per Article 23.
- B. Where practicable, items identified below are considered part of the 0.2 "Professional Time" as identified in Article 13 A. 1. This time shall not be blocked in the scheduling system (e.g., Cranium Café).
  - Self-directed work including but not limited to; following up on emails, extra time with a student that was not anticipated apart from a regular student contact, etc.
  - Any additional voluntary meetings or activities that are not student contact, shall be annotated as soon as possible in the scheduling system (e.g., Cranium Café).
- C. If mandated meetings or activities are required of the non-classroom faculty member, they must have the ability to adjust their 0.8 "Regular" scheduled time to compensate for the new mandated time. This will not to be taken out of their 0.2 professional time.
- D. Non-classroom professional time is calculated proportionally based on the faculty member's primary assignment (e.g., counseling, librarian).
  - Example(s): Release or reassigned 0.6 to accreditation officer and remain 0.4 counseling or 0.4 Librarian. Faculty with a (35-hour load) will be granted 0.2 "Professional Time" of the 0.4 proportional counseling assignment or 2.8 hours per week (2 hours 48 min). Faculty with a (30-hour load) will be granted 0.2 "Professional Time" of the 0.4 proportional librarian assignment or 2.4 hours per week (2 hours 24 min).
  - Under Article 13 A. 1, adjunct assignments are not eligible for "Professional Time".

For the District:

For AFT:

-Docusigned by: Mercedes Gutierrez

Mercedes Gutierrez, Ed. D. Acting Vice Chancellor, Human Resources Joanne Waddell

Joanne Waddell President for AFT College Faculty Guild, 1521