

THE  
**PART-TIMER'S**  
**Almanac**

**2017-18**

Compendium  
of Valuable  
Information



*Created by*

**THE LRCFT PART-TIME FACULTY CAUCUS**



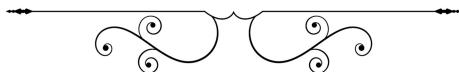
Welcome to the first edition of the Part-Timer's Almanac!

A group of Los Rios part-time faculty worked together throughout the summer of 2017 to create some new ways for part-time faculty to connect with each other and increase their knowledge.

This work resulted not only in this Almanac but in the formation of the Los Rios College Federation of Teachers (LRCFT) Part-Time Faculty Caucus, a mechanism for part-time/adjunct faculty to have a more organized and effective voice within our faculty union.

The Part-timer's Almanac is an evolving and collaborative work, meant to be continually revised and updated. The caucus warmly encourages you to submit your suggestions, corrections and enhancements for future editions of the Almanac.

Keep your eyes and ears open for invitations to join this caucus and reports of its activities!



## **THE LOS RIOS COLLEGE FEDERATION OF TEACHERS (LRCFT) PART-TIME FACULTY CAUCUS STATEMENT OF PURPOSE**

The purpose of the LRCFT Part-Time Faculty Caucus is to build community, collaboration, knowledge, and power among part-time (also known as "adjunct" or "contingent") faculty in the Los Rios Community College District by:

- holding regular open meetings, professional workshops and social events using democratic processes that respect all participants in order to connect with each other, discuss matters of importance to part-time faculty, and celebrate the contributions of part-time faculty
- collectively deciding on and pursuing meaningful projects that support the interests and address the needs of part-time faculty in the Los Rios District
- expanding knowledge of part-time faculty issues and concerns within both the part-time community and the district through the development of informational resources and education forums
- empowering part-time faculty by advocating for greater inclusion in academic department matters, and communicating with part-time faculty leadership within the campus Academic Senates and Faculty Union (LRCFT) to advance the interests of part-time faculty in the district.

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The creators of this Almanac would like to acknowledge the Los Angeles Faculty Guild, AFT 1521, *Adjunct Faculty Survival Guide* as a source of inspiration.

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### **Some notes on language used throughout the Almanac**

The following words and phrases appear interchangeably:

*Management* • *Administration* • *LRCCD (Los Rios Community College District)* • *The District*. These terms all refer to employees of the Los Rios District who are “managers,” those who are not faculty or classified employees. Sometimes the term “Area Dean” – the dean of your academic division or “area” – is used in discussion of processes that specifically involve this manager/administrator or her/his office.

*LRCFT* • *Union* • *Your union* • *Faculty union* • *LRCFT representatives*. Your local faculty union is the Los Rios College Federation of Teachers (LRCFT), American Federation of Teachers (AFT) Local 2279. Please see “Your Union: How We Work Together” in this Almanac for contact information for all elected LRCFT representatives, including those on your campus(es).

*Your contract* • *LRCFT-LRCCD contract* • *Faculty contract* • *Bargaining agreement*. This is the set of provisions governing various aspects of faculty working conditions that your faculty union (the LRCFT) negotiates with the Los Rios District administration every 3 years. The current contract can be found here: <http://www.lrcft.org/what-we-do/contract/> If you work as a faculty member in Los Rios, you automatically become a member of the LRCFT bargaining unit on your first day of employment, meaning that the LRCFT contract applies to you. All citations of the contract in this Almanac use the word “Article” to refer both to entire articles and to subsections, with identifying alphanumeric detail.

*Part-time Faculty* • *Part-timers* • *Adjuncts*. This Almanac uses the term “part-time faculty” in place of “Adjunct,” even though many Los Rios documents, including our faculty contract, use the latter term. Please see “Being a Part-Timer in Los Rios” for more information about the history of these terms.

# BEING A PART-TIMER IN LOS RIOS

What is an “adjunct”? What is the definition of “contingent faculty”? What does it mean to be a part-time faculty member in the Los Rios district? There are actually several ways to answer these questions. In terms of the work we do with students, being a part-timer means exactly the same thing as being a full-timer. We are educators and professionals, hired for our qualifications and expertise, who are held to the same academic standards as full-time faculty.

Of course, in terms of employment status, part-time faculty are in a very different position than full-time faculty. As employees in the California Community College system, our status is governed by the “67% law,” that part of the Education Code that limits the part-time workload to no more than 67% of a full-time workload (see Article 2.4.3 of the LRCFT-LRCCD contract). Furthermore, in accordance with the Ed Code, Los Rios defines part-time community college faculty as “temporary employees,” with no *absolute* contractual guarantee of rehire from semester to semester (Article 4.10.1). Because teaching and other faculty work assignments depend upon a number of factors (adequate enrollment, funding, full-time faculty loads), our employment is considered *contingent*. And this is the case no matter how long we work in Los Rios, or what level of preference we attain.

Another way to think about what it means to be a part-timer is to consider the history of the “adjunct” in higher education. Originally, adjuncts were temporary, part-time instructors who typically had other full-time jobs, usually in the private sector, and were hired for their particular expertise to staff a limited number of classes. As adjuncts, they were paid *only* for the work necessary to teach those classes (preparation, class time, and grading), and were *not* expected (nor invited) to participate in governance of the college, college service, or

even office hours. An adjunct was, as Merriam-Webster defines the term, “supplementary rather than an essential part” of the college. This basic outline of workload has endured, even as colleges and universities have come to rely more and more on so-called adjuncts as the majority workforce. This is why the hourly rate for adjunct instructors in Los Rios is based on the percentage (75%) of a full-time faculty member’s salary dedicated strictly to classroom prep, instruction and grading. (See “Salary, Benefits, and Other Entitlements.”)

Since the 1970s, the entire system of higher education nationwide has increasingly relied on part-time faculty to a degree that has made the term “adjunct” anachronistic. Indeed, part-timers are now the majority of instructors in community colleges nationwide, in California, and in the Los Rios District. This massive shift in faculty employment in the California community college system was recognized as early as 1988, when California Assembly Bill 1725 was signed into law, setting a state goal to eventually have no less than 75% of classes taught by full-timers and no more than 25% by part-timers. To date, California has achieved a ratio of 56% classes taught by full-timers to 44% classes taught by part-timers.

Despite the constraints that part-time faculty work under and the contingency of our employment, it is important to recognize that, as members of the LRCFT bargaining unit, you do have certain rights and opportunities, many of which are governed by the LRCFT-LRCCD contract. This Almanac is designed to help you more fully understand key provisions of the contract and District processes that apply specifically to part-timers. It is divided into five sections: “Know Your Rights,” “Know Your Responsibilities,” “Salary, Benefits, and Other Entitlements,” “Additional Opportunities,” and “Your Union: How We Work Together.” We hope you find it useful.

# **KNOW YOUR RIGHTS**

*Because one of your union's most important functions is to support you in upholding the provisions of your collective bargaining agreement – the LRCFT-LRCCD contract – you should always inform your LRCFT representatives if you perceive that any of your rights below have not been respected. You should also feel welcome to approach your representatives for more information or guidance regarding any aspect of your working conditions and experiences, knowing that they will NOT speak with management on your behalf without your express written permission. See “2. Confidentiality” in the LRCFT Policy for Grievance Handling – Grievant, reproduced in this Almanac. For more information about your rights as a member of the LRCFT bargaining unit, see Bargaining Unit and LRCFT Members’ Bill of Rights, also in this Almanac.*

## ***Academic Freedom***

According to the contract, both the faculty union and the administration recognize academic freedom as “essential.” (Article 17). The contract discusses this freedom in two ways: as “professional protections” and “professional autonomy.”

### **Protections**

You are protected from: 1) “censorship, restraint, or dismissal” as you “study, investigate, present, interpret, or discuss the relevant facts and ideas within the assigned curriculum and outline” and 2) ”extraneous considerations … being used in evaluations of professional performance.” Such considerations include “ethnicity, race, religion, political beliefs or affiliations, sexual orientation, immigrant status (except as required by law), or disability.”

### **Autonomy**

The contract specifies that you, as a faculty

member, have the “principal right and responsibility to determine” the following, “in accordance with the approved curriculum and course outline and the educational mission of the District in accordance with state laws and regulations”:

- a) the methods of instruction
- b) the planning and presentation of course materials
- c) the fair and equitable methods of assessment.

## ***Department Meetings***

According to the contract, one of the responsibilities of faculty department chairs is “calling regular meetings of the department members and serving as presiding officer at department meetings” (Article 2.2.4.3.6). The frequency of such meetings, as well as the degree to which part-time faculty are invited and encouraged to attend them, varies across departments and colleges within Los Rios.

As a part-time faculty member, you are not required to attend department meetings. However, since attending department meetings allows you to be more informed about departmental processes, decisions, and ongoing discussions, as well as to contribute to them, attendance may be beneficial if your schedule permits it.

## ***Freedom from Discrimination***

The contract’s language on freedom from discrimination reads in full:

“The Board and the Los Rios College Federation of Teachers agree not to discriminate against any faculty member on the basis of ethnic group identification, race, color, sex, gender, gender identity, gender expression, pregnancy or childbirth-related condition, sexual orientation, sexual identity, religion or religious creed, age (over forty), national

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origin, ancestry, physical or mental disability, medical condition, political affiliation or belief, military and veteran status, or marital status.

The LRCFT commends the Board’s commitment to equal opportunity and diversity” (Article 18).

*If you feel you have been discriminated against on any of the bases listed above, contact your LRCFT campus representatives as soon as possible.*

## ***Intellectual Property Rights***

The contract specifies that you own materials you develop to do your job as a faculty member in Los Rios unless:

--the District has provided “substantial support” for the creation of those materials (Article 28.4.2a), defined as “financial support over and above the cost of the faculty member’s normal compensation, office space, office computer, local telephone use, minimal office supplies and copy services” (Article 28.2c.), or

--the material has been “formally reviewed by the District and becomes part of its curriculum, policies, or administrative or promotional literature” (Article 28.4.2b).

See Article 28, “Intellectual Property,” as well as sections of Article 26, “Educational Technology,” for more detail.

## ***Office Hours***

### **Instructional Classroom Faculty**

For many years, Los Rios offered part-time instructors a maximum of one (1) paid office hour per week per semester. Starting fall 2017, you have the right to be paid for up to one (1) office hour per week per .2 FTE you teach, up to a total of two (2) office hours per week, each fall and spring semester. You may hold your office hour(s) on campus or online. To be paid,

you must submit the Office Hours Interest Form to your Area Dean’s office by the end of the first week of the semester. For the actual form, click on “Interest Form for Adjunct Faculty Office Hours Program” under “LRCFT Forms from Appendix C” here: <http://www.losrios.edu/hr/HumanResourcesForms.html>

See “Additional Opportunities” in this Almanac for more detail about the Adjunct Office Hours Program.

### **Counselors**

As per the contract, part-time counselors are paid for “office time,” which is defined as “counseling services carried out either partially or completely outside direct student contact” (Article 4.8.3.1). If you are scheduled to work between 4 and 5 hours in a day, you will be paid for 30 additional minutes of office time. If you are scheduled for more than 5 hours in a day, one of those hours will be committed to office time. “Office time is not to be reduced during peak time” (Article 4.10.5).

## ***Performance Review***

According to California Education Code, part-time faculty must be evaluated during their first semester and at least once every three years of employment.

The contract governs the performance review processes for all faculty and establishes timelines for those processes; there are many similarities but some differences between full-time and part-time faculty performance review (Article 8).

Performance review is rooted in the contract-stipulated “Standards and Criteria for Performance Review” (Article 8.4), listed as “Professional Responsibilities” for each distinct category of faculty: Classroom Faculty, Counselors, Librarians, Nurses, Coordinators,

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and Athletic Coaches. Please see this section of the contract for the complete lists.

The purposes and goals of performance review are the same for all faculty. You should view performance review as an opportunity to be part of a collegial and professional conversation about your work, a formalized process of sharing with colleagues what you do, and hopefully learning with them.

You have the same rights to confidentiality during the performance review that full-time faculty have; performance review team members should not discuss your review process with others, but you are free to discuss

it with anyone you choose.

## Your Peer Review Team

Your peer review team will consist of at least your Area Dean and one faculty member (Article 8.8). Your “peer” faculty member may be a full-timer OR a preferred part-timer from your discipline or a related discipline. (See “Rehire Processes: The Preference System” in this section of the Almanac for more detail about “preferred part-time” faculty status.) The following chart, which appears in Article 8.8, outlines the timelines and processes for these teams’ formation:

<b>Committee</b>	<b>Assigned By</b>	<b>Timelines</b>
Area Dean/Administrator	Primary Service Area	
List of Faculty for Review	Area Dean to Academic Senate	By the 1 <sup>st</sup> week
Type A/B Notification	Area Dean	Prior to classes*
One Faculty Member - Minimum of Preferred Adjunct (Section 8.8.1.1c)	Academic Senate President	By the 3 <sup>rd</sup> week
Department Chair (ex-officio) (Section 8.8.1.1.e)	Academic Senate President	By the 3 <sup>rd</sup> week
Workstation Observers (Sections 8.8.1.1d, 8.8.2.1c) Faculty on team – Required Area Dean – Optional Dept. Chair (ex-officio) – Optional Additional Faculty – Optional by Team	Academic Senate President	TBA
Change Type B to A (Section 8.8.2.1a)	Adjunct Faculty under review	By the 6 <sup>th</sup> week*

\*Appropriate adjustments made for short-term classes

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## Procedures A and B

Processes for part-time faculty review take the form of Procedure A or Procedure B. Procedure A, identified as the “more rigorous procedure,” is used for all non-preferred part-time faculty and at least every other review cycle for preferred part-time faculty. (Again, see “Rehire Processes: The Preference System” in this section of the Almanac for more detail about “preferred part-time” faculty status.) Procedure A includes both a workstation observation by a colleague and student review forms. Procedure B is used for preferred part-time faculty only after a “satisfactory” Procedure A performance review rating has been documented. It includes only student review forms. See chart immediately below, with timelines.

<b>Review Elements</b>	<b>Procedure A (Section 8.8.2.1)</b>	<b>Procedure B (Section 8.8.2.2)</b>	<b>Timelines*</b>
a. Pre-Review Arrangements	Yes	Yes	By the 6 <sup>th</sup> week
b. Self-Study First Review	Yes No	Yes	By the 6 <sup>th</sup> week
c. Workstation Observation	Yes	No	3 <sup>rd</sup> -15 <sup>th</sup> week
d. Student Reviews	Yes	Yes	3 <sup>rd</sup> -15 <sup>th</sup> week
e. Review Team Conference	Yes	Yes	14 <sup>th</sup> -17 <sup>th</sup> week
f. Post-Review Conference	Yes	Optional (Unless an overall “Needs Improvement”) or “Unsatisfactory” is marked)	Before end of semester
g. Faculty Performance Review Form	Yes	Yes	End of semester under review

\*Appropriate adjustments made for short-term classes

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## The Self-Study (Procedures A and B)

All part-time faculty undergoing performance review after their first year are required to prepare and submit a “Self-Study,” a four-page maximum, typed, single-spaced document that should contain the following headings: “Response to Recommendations of Previous Review,” “Remedy Cycle History,” “Efforts Taken to Stay Current,” “Future Directions,” “Other,” and “Attachments” (Articles 8.8.2.1b and 8.8.2.2.b). *Please see Appendix F of the contract for more detail about what belongs in each of these sections.*

## Workstation Observation (Procedure A Only)

For most part-time faculty, a workstation observation is a visit to your workstation from a peer colleague: the faculty member on your review team (or, in the case of librarians and counselors teaching HCD and Library classes, possibly the Area Dean). Note that this may be a full-time faculty member OR a preferred part-time faculty member from your discipline or a related discipline. Also note that the Area Dean and ex-officio member of the review team, the Department Chair, have the option of performing further workstation observations (Article 8.8.2.1c).

Depending on the length of your class meeting, the visit may be for the entire meeting or just a portion of it. You and your observer should decide on this before the workstation observation to minimize disruption to you and your students.

The results of this observation will be reflected in the narrative portion of the Faculty Performance Review Form and, in conjunction with other sources of information, the ratings on that form.

## Student Review Forms (Procedures A and B)

Student review forms for classroom faculty are typically distributed and collected during your

workstation observation. You will be asked to leave the room during this process. The contract identifies these forms as “primarily a tool for faculty use to facilitate the improvement of instruction or student services” (Articles 8.8.2.1d and 8.8.2.2d). As such, they may be used as corroborating material in performance review, but they may not be used as the sole source of evidence to support a less than satisfactory performance review rating.

Student review forms are to be returned to you after the completion of the semester of your review; the District may maintain copies for no longer than one (1) semester or until a grievance has been resolved (Articles 8.8.2.1d and 8.8.2.2d).

Please note that any informal student complaints shared with your Area Dean may NOT be used as supporting documents in your formal performance review unless: a) they have been shared with you within two (2) weeks of their receipt by your Area Dean, and b) you have had the opportunity to respond to them. (See “Student Complaints and Grievances” below.)

You can find all student review forms here under “LRCFT Forms from Appendix C”: [http://www.losrios.edu/hr/  
HumanResourcesForms.html](http://www.losrios.edu/hr/HumanResourcesForms.html)

## Post-Review Conference (Procedure A; Optional for Procedure B)

You and your performance review team meet to discuss the faculty performance review form they have completed, and to engage in professional, collegial discussion of your work.

## Faculty Performance Review Forms (Procedures A and B)

Each category of faculty (classroom and various categories of non-classroom) has a distinct performance review form that reflects the professional standards and criteria for

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performance review. You can find them here under “LRCFT Forms from Appendix C”:  
[http://www.losrios.edu/hr/  
HumanResourcesForms.html](http://www.losrios.edu/hr/HumanResourcesForms.html)

These forms include three possible ratings for each area of performance and for your performance overall: Satisfactory, Needs Improvement, and Unsatisfactory. Your peer review team must indicate in writing the reasons for any less than satisfactory ratings and any recommendation for a regular review in less than three (3) years (Article 8.8.2e).

Your team will also indicate, at the bottom of the form, whether they recommend you be “rehired for service as needed” or not rehired, based on their ratings. If they recommend you be rehired, they will also indicate whether they recommend Procedure A or Procedure B for your next review cycle.

Your Area Dean’s office will ask you to read and sign your form before the end of the semester you’re being reviewed. *Please note that signing the form does not communicate your agreement with its contents but merely that you have received the form.* You have the right to rebut the contents of your review form and to have your rebuttal included with it in your Personnel File. (See “Personnel File” below). Please also note that if any part of the performance review process is not followed, you should notify your LRCFT representatives.

## **Online and Hybrid Courses**

The LRCFT is dedicated to making the process of performance review for instructors of online and hybrid classes as similar as possible to the process for instructors of on-ground classes, assuring opportunities for professional and substantive conversation between you and your review team and minimizing the possibility that you feel unduly or covertly surveilled. To those ends, the LRCFT is continuing during fall 2017 to negotiate with the District more

detailed guides to the implementation of contract language governing performance review of online instruction (Article 8.9). When these guides are completed, the LRCFT will make them available and publicize them to all faculty.

## ***Personnel File***

You have the right to view your personnel file — and there is to be only one, maintained by the District Office — with 24 hours notice to Human Resources: 916-568-3112; 1919 Spanos Ct., Sacramento, 95825 (Article 12).

You also have the following rights:

- To review your file with an LRCFT representative present with you
- To grant written permission to an LRCFT representative to review your file without you present
- To be notified by the District Human Resources Office in advance and in writing if any materials to be placed in your file are “derogatory” to your “conduct, service, character, or personality”
- To request that such materials not be included in your file if you deem them false. You must direct your request in writing to the Director of Human Resources within 30 days.
- To write a response to any such materials, if you deem them false, and have that response included in your file
- To receive a copy of your personnel file upon request.

## ***Rehire Processes: The Preference System***

Because the California Education Code defines part-time faculty in the California community colleges as “temporary” employees, you are technically “rehired” every semester you work.

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Part-time faculty earn “rehire rights” over time, part of a system Los Rios calls “preference.”

## The Preference System

The Los Rios preference system, or “priority order” for scheduling assignments beyond all full-time faculty assignments of 1.0 FTE (100% employment), consists of four levels (Article 4.10.6).

First Level preference is actually NOT for part-time faculty; it’s for full-time faculty wanting to teach “overload,” or classes beyond their 1.0 FTE (100% employment) teaching load.

Second Level preference consists of part-time faculty who have taught sixteen (16) out of the previous twenty (20) semesters in a given discipline/subject area at a given college.

Third Level preference consists of part-time faculty who have taught eight (8) out of the previous twelve (12) semesters in a given discipline/subject area at a given college.

Fourth Level preference (effectively, no preference) consists of “all other district full-time faculty who meet minimum qualifications” (meaning full-time faculty teaching overload assignments outside of their regular assignment who have not yet attained Third Level preference) and “all other applicants from approved pools” (including previously employed part-time faculty who have not yet attained Third Level preference).

*These placements happen automatically; you do not need to submit any special request to be placed within the preference system. However, it IS your responsibility to submit a Faculty Availability/Preference Form by the campus-determined deadline (provided by each Area Dean and on each college's website) for every academic term for which you request an assignment. According to the contract, this form is available “in the Area Dean's office, on the College website, and on the Los Rios*

*Human Resources' Forms webpage” (Article 4.10.3).*

## How It Works in Practice

After full-time faculty in a department are assigned a “full load” of classes or other assignments totaling 1.0 FTE (the equivalent of 5 3-unit classes), they may elect to teach one or more “overload” classes. Los Rios limits full-time faculty overload to .6, the equivalent of 3 additional 3-unit classes, per semester. Full-time faculty wishing to teach overload must submit the very same form that part-time faculty submit each semester indicating their interest in continuing to teach beyond the current semester/term: a Faculty Availability/Preference Form.

Once all full-time faculty with First Level preference have been scheduled, part-time faculty with Second Level preference are offered assignments, assuming available program FTE. Each individual’s preferred FTE for Second and Third Level preference is determined as follows: “the average FTE of the two (2) highest of the previous three (3) semesters worked,” not to exceed .4 FTE (Article 4.10.6b).

This means that if you have Second Level preference, you MUST be offered an assignment of at least the FTE to which you have established a right according to the above formula (again, assuming available program FTE) – and this must happen before anyone with Third Level or Fourth Level preference may be offered an assignment.

If you have Third Level preference, you MUST be offered an assignment of at least the FTE to which you have established a right according to the same formula (assuming available program FTE) – and this must happen before anyone with Fourth Level preference may be offered an assignment.

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## Preference above .4 FTE?

The contract has no currently active provisions giving part-time faculty the right to be offered assignments beyond .4 FTE, but the contract language negotiated in spring 2017 for ".6 preference" goes into effect spring 2019 (Article 4.10.6a). At this point, instructors who have taught at least .595 FTE for five (5) of the previous six (6) semesters secure preference for that higher level of .6 FTE (at least .595 in practice). One documented overall "less than satisfactory" performance review will result in the reduction of a part-time faculty member's ".6 preference" to Second Level .4 preference until the next documented overall "satisfactory" performance review.

## Your Access to the Preference Report

As of spring 2017, the district has agreed to make public the current semester's "preference report" on its website: <http://www.losrios.edu/hr/Preference%20Report/Spring%202017%20Preference%20Report.pdf>

This permits you to check your own preference level and to see the preference level of all other instructors in your department.

**Important!** You are strongly encouraged to keep track of your placement and advancement through the levels of the preference system, and to be mindful of your current preference status *and* the FTE assignment you have earned (as listed on the Preference Report). If you believe that you are being offered assignments for a semester that fall short of what you expected, given your preference status, you should feel comfortable asking questions of your chair and Area Dean about how your assignments were determined. You should also contact your LRCFT representatives.

## Losing Preference Status

You cannot lose your preference status or your preferred FTE due to cancellation of part or

all of your assignment because of low enrollment.

However, if you have Second or Third Level preference and have received two consecutive documented "overall less than satisfactory" performance reviews (see "Performance Review" above), you lose your preference status.

## The Right to Be Told If You Won't Get an Assignment

If you have submitted an Availability/Preference form on time but are not going to be offered an assignment, management must inform you of this no later than 30 days before the beginning of the academic term for which you have requested an assignment (Article 4.10.3).

## **Safety**

You have a right to a safe working environment. If you have an emergency or perceived a threat, you should immediately call the Los Rios Police Department (LRPD): 916-558-2221 (extension 2221 from on-campus phones).

You also may request an escort between locations on campus (including to or from your car or other mode of transportation) if you ever feel unsafe for any reason. Call the LRPD to make such a request.

According to the Jeanne Clery Act, you have the right to information about crime statistics on campus and on public property immediately adjacent to LRCCD facilities. You can find that information, along with daily crime bulletins, under the "Crime" tab on the Los Rios Police Department website: <https://www.police.losrios.edu/>

## Removal of Student

If a student's behavior is disruptive to the

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learning environment (classroom or immediate instructional environment), you have the right to remove that student for the remainder of the class meeting during which the behavior occurs and the next class meeting (Article 21.2.1; California Education Code 76032). You are required to notify the College President or other appropriate college official within one (1) day of removing the student (Article 21.2.1.1).

If you have reason to request that the student be removed from your classroom or instructional environment for a longer period, the following process should be followed (if it is not, contact your LRCFT representatives):

--After you notify the College President or appropriate college official and before the class meeting when the student is eligible to return, you will be invited to meet with the campus Student Discipline Officer (SDO) at a mutually agreeable time to discuss the student's behavior and your request (Article 21.2.2.2).

—The SDO will inform you of her/his decision, including “any expectations or conditions of student behavior when the student returns to class” (Article 21.2.2.3).

--Within one (1) working day of receiving the SDO’s decision, you may submit an appeal in writing to the College President, identifying the “Good Cause” justification for your request that the student be removed from class for a longer period of time (Article 21.2.2.4).

--The student will not be permitted back to your classroom or instructional environment pending this appeal (Article 21.2.2.5), and the College President’s (or designee’s) decision shall be final (Article 21.2.2.6).

### **Threat to a Faculty Member**

If you ever feel threatened by a student, you should immediately inform your Area Dean and law enforcement about the incident.

Management is also expected to inform law enforcement.

You have the right to:

--have the student posing the threat removed from your classroom or other instructional area

--be assisted by the District in securing necessary protection, including “police assistance, support for obtaining restraining orders, and providing release time if needed to attend any related legal proceeding” (Article 21.3.4)

--not have the student in your classroom or other instructional area if the Los Rios Police Department (LRPD) determines a “direct and serious threat” to you exists, pending the completion of a threat assessment by the LRPD (Article 21.3.4.1)

--be notified by the Los Rios Police Department of the results of their threat assessment within three (3) instructional days

--appeal the results of the LRPD threat assessment to the District Vice Chancellor of Finance and Administration (916-568-3058) (Article 21.3.4.1.2)

--be informed of the decision of the Vice Chancellor within six (6) instructional days, in the absence of extenuating circumstances (Article 21.3.4.1.3).

You also have the right to be informed by the District if there is reason to believe a “direct and serious threat” exists to you at work (Article 21.3.5).

A note on your labor rights if you are the victim of domestic violence, sexual assault, or stalking: You have the right to time off to pursue your own and your children’s safety, reasonable accommodation to increase your safety, and freedom from retaliation and discrimination from your employer based on your situation or on your exercise of the

# **KNOW YOUR RIGHTS**

previously stated rights. More information is available here: [https://www.dir.ca.gov/dlse/Victims\\_of\\_Domestic\\_Violence\\_Leave\\_Note.pdf](https://www.dir.ca.gov/dlse/Victims_of_Domestic_Violence_Leave_Note.pdf)

## ***Student Complaints and Grievances***

There are two categories of general student “complaints” that may arise outside of the formal performance review process: one is informal (“Student Complaints”) and the other formal (“Student Grievances”). These exclude claims of unlawful discrimination or sexual harassment; see below for processes governing these claims.

Any informal student complaints that are to be used in a formal performance review MUST be shared with you within two (2) weeks of their receipt by your Area Dean, and you must have the opportunity to respond to them (Article 27.3.1).

Any formal student complaints (grievances) – excluding claims of discrimination or sexual harassment – are handled according to processes outlined in Los Rios Board Policy and Administrative Regulation 2412: typically, the campus Student Grievance Officer (SGO) or Human Resources manager will notify the instructor within seven (7) days when a student files a formal complaint. *You should be notified by management that you have the right to LRCFT representation in these matters.*

In cases involving claims of unlawful discrimination or sexual harassment, the District follows policies outlined in District Administrative Regulation 2423. *You have the right during the investigation process to LRCFT representation in all meetings with management and for the LRCFT to receive copies of all documentation related to the claims made against you.* For more information, see “Union Representation” below.

## ***Union Representation***

According to a 1975 US Supreme Court ruling, you have a right to union representation in any meeting with management a) that you believe could lead to the imposition of any form of discipline, and/or b) at which you believe an administrator may question you about your conduct. These are typically referred to as “investigatory interviews,” and your rights to union representation at them are often called your “Weingarten rights.” If you’re asked to meet with a manager and you have been informed, or you believe, that one or both of the above conditions may be true, you should not feel that you’re “on your own.” *Contact any of your campus LRCFT representatives as soon as possible* so that you – and your union representative, if you choose to have someone accompany you -- can be fully informed and prepared for such a meeting.

You also have the right to ask the LRCFT leadership to file a grievance on your behalf. The LRCFT Dispute Resolution Team (DRT) handles potential grievances. For more information about these processes, see Article 27 of the contract, “Just Cause and Formal Complaints,” as well as the *LRCFT Policy for Grievance Handling – Grievant*, reproduced in this Almanac.

## **BARGAINING UNIT & LRCFT MEMBERS' BILL OF RIGHTS**

(adopted by the LRCFT Executive Board, April 21, 2016)

The LRCFT recognizes and supports the following Bargaining Unit and LRCFT Members' Bill of Rights:

- Bargaining unit members have the right to representation in work-related contractual issues.
- Bargaining unit members have the right to freedom of speech and assembly, including the right to criticize union officials.
- Bargaining unit members have the right to speak at local union meetings or to hold independent meetings.
- Bargaining unit members have the right to be protected from retribution, including due process in matters of both discipline and internal union disputes.
- Bargaining unit members have a right to access internal operating documents, including but not limited to the Constitution, By-Laws, and Executive Board policies.
- Bargaining unit members have a right to form independent caucuses.
- Bargaining unit members have a right to a copy of the collective bargaining agreement (contract), including all addenda and memoranda of understanding.
- Bargaining unit members have the right to receive information regarding benefits provided to LRCFT members by affiliate organizations, such as the California Federation of Teachers (CFT) and the American Federation of Teachers (AFT).

LRCFT Members have the following additional rights:

- LRCFT members have the right to fully participate in LRCFT, CFT and AFT elections, including voting, nominating candidates and running for office.
- LRCFT members have the right to fully participate in Union elections for delegates to the California Federation of Teachers (CFT) and the American Federation of Teachers (AFT) conventions.
- LRCFT members have the right to participate in contract ratification votes.

# **LRCFT POLICY FOR GRIEVANCE HANDLING—GRIEVANT**

1. **Notification**—Consult a union representative if you believe that management has violated the contract, LRCCD policy or regulation; any federal, state, county or municipal law; or any health or safety regulation.
  - Schedule a meeting with a representative as soon as possible. You have the right to consult a representative about your rights without committing to filing a grievance.
  - You can seek information or you can seek action. If you are merely seeking clarification or information, notify the union representative that you do not want any additional action taken.
  - If you want the representative to act on your behalf, put it in writing—send an email requesting union representation. You also have the option to represent yourself (Article 13.2.1.1.b).
2. **Confidentiality**
  - You have the right to expect your union representative(s) to maintain confidentiality, unless you explicitly grant permission to share relevant information with faculty who are not union representatives or with college or district administrators. After the matter brought to it has been resolved, the LRCFT reserves the right to publicize the specifics of the grievance or grievable matter, without using the grievant's name or work location.
3. **Documentation**
  - Keep a record of all grievance-related interactions with college or district administration, including phone conversations, emails, or text messages.
  - Summarize the issues and events and log them in chronological order to give to your representative.
  - You should also maintain a record of all communication with your union representative, including dates and times of meetings, texts, or phone calls.
  - You can request a copy of any communication between your union representative and college or district administration that was sent on your behalf.
4. **Participation**
  - Be an active participant in the grievance process, gather witnesses, provide documentation, and respond to requests from your representative for any additional information as soon as possible.
5. **Consultation**
  - During steps 3, 4, or 5 of the grievance process (13.4 through 13.4.9), LRCFT may consult with a legal representative, and you may request a summary of that consultation. You do not, however, have the right to directly consult with the union's attorney.
  - If you request LRCFT representation in a grievance, you must cooperate fully with the union representative. While the Informal Dispute Resolution process (13.3) is a recommended step in the overall grievance process, it is not mandatory, and you have a right to by-pass that Informal Dispute Resolution process.
6. **Complaints**
  - If you believe your rights have been violated by any officer of the union, you have the right to file a complaint through the Internal Dispute Procedure, as identified in the LRCFT By-Laws, Article III.

# **KNOW YOUR RESPONSIBILITIES**

While some responsibilities and expectations of part-time faculty members are consistent throughout the Los Rios District, and some are even governed by the State of California, others vary from campus to campus, so you will need to gather some specific information for every location where you work.

There is a checklist at the end of this section to fill in the details appropriate to your work location(s). In many cases, when you are first hired or start working in a new location, this information will be given to you by the department chair or administrative assistant for your area, or at an orientation meeting shortly before the beginning of the semester.

## **Campus Mailbox**

You should be assigned a mailbox at each work location. Your mailbox is likely to be either in a faculty/staff common room that is open most of the day, or in a locked room for which you will receive a key or other means of access.

You should check your mailbox regularly. Also, don't be surprised if you're asked to remove its contents at the end of each semester, as mailboxes are often rearranged between academic terms as staff assignments change.

## **Computer Access and Printing Small Jobs**

Find out where computers are available for your use. How many, and how heavily they are used, varies considerably between campuses and divisions. Be mindful of local expectations regarding paper tray refill and communicating with Area Offices when printer toner and other supplies run low.

Additionally, many campus classrooms have computers. Be sure to log out after you've finished using them.

## ***Disabled Students Programs and Services (DSPS)***

At some point, you are likely to have students who use the Disabled Students Programs and Services. Students who use DSPS will give you a form at the beginning of the semester that tells you what accommodations they need to help them succeed in class. It's your responsibility to provide the reasonable accommodations to which federal law entitles them, as well as to avoid divulging their disability status to any students other than those who volunteer to be their notetakers, if applicable.

Some students will have accommodations for testing. You should find out where the DSPS office and testing centers are and what the procedures are for getting any exams to and from the testing rooms (for example, you deliver it in person, through campus mail, or through email; student transports it himself/herself). Typically, if such students choose to take exams at the DSPS center, you will fill out a form with exam details (first and last day to take it; how long students had to complete it in class; whether or not notes, calculators, scratch paper, etc. are allowed).

## ***Duplication of Class Materials***

You can usually order an unlimited number of copies for your class through duplicating services so long as you are using basic options (black and white printing on standard 8.5" x 11" white paper). This is the preferred way to generate paper materials for your classes, but you will need to check exact procedures, including how much advance time is necessary, for your main campus or off-campus center. Often the centers do not have their own duplicating services, and thus require more time to receive the materials from the main campus. You can usually choose if you want

# **KNOW YOUR RESPONSIBILITIES**

your order to be delivered to your campus mailbox or if you would prefer to pick it up yourself. The latter can save some time in a pinch.

If you do not have enough prep time to order through duplicating services or only need a few copies, you may have printers and/or copiers available for small jobs in your office space or Area Office. Usually you will have a designated number of copies available each semester, based on the number and size of the class(es) you are teaching. A code will be assigned to you that will allow you to access these resources and that keeps track of your usage. Many divisions will encourage you to use the campus duplicating department whenever possible because it saves money.

## ***E-mail***

Make sure you know how to access your work email both on and off campus. (One way is to type “ex.losrios.edu” into the address bar of an internet browser, which will bring up the Outlook application on any computer.) You will need your employee ID number, preceded by a “W,” and your password to access email as well as any other electronic campus resources, such as library databases, class rosters and curriculum resources, payroll, and other employee self-services. The system will periodically require you to change your password.

## ***Grades and Rosters***

You are responsible for accessing your class roster(s) electronically through the Los Rios Intranet, and maintaining them in accordance with any policies on your syllabus related to dropping students for non-attendance. While you are not required to take attendance, you will be asked when you submit final course grades to provide information about the last

documented date of attendance in class for any students receiving a failing grade.

The colleges post each semester’s deadline for submission of final course grades; be sure to do your very best to get final grades submitted on time, as not doing so can negatively affect students and also reflect poorly on you.

## ***Keys***

Depending on where you work, you may receive access — physical keys, fobs, or electronic access using your ID card — to campus buildings, portables, classrooms, media closets within the classroom, lab prep rooms, supply/duplicating rooms, mailrooms, and/or shared office space. In some cases, you will not have a key but will need to ask campus police or your Area Office to open the door for you. If at all possible, check to make sure that your keys work as soon as you receive them and before you need to use them. You will pick up your keys from different places depending on the campus or center. If your key stops working or you accidentally lock it inside the room, you can usually get help from campus police.

## ***Library Reserve***

You can place your own materials (textbooks, readings, movies, etc.) on reserve at the library for students, or you can request that library-owned materials be put on reserve for your students’ use. This may take weeks to process, so try submit your materials early. You can usually choose how long a student can have the materials and whether or not the materials can leave the library. Note that at the end of the semester, it often takes several days to get your materials back.

You can also request materials from anywhere in the Los Rios library system to be transported to the reserve area at any Los Rios campus

# **KNOW YOUR RESPONSIBILITIES**

location. You will be notified by e-mail when they have arrived so that you can pick them up.

## ***Office Hours and Office Space***

Office space available for your use, including for office hours and confidential conversations with students, varies considerably throughout Los Rios. If you are discussing a sensitive matter, including grades, you may wish to ask the student for permission to talk while other colleagues are present. You may also request a private space in which to meet with students. Some campus location require reservation of shared office space; if you reserve office space, be sure to use it or cancel it in advance.

You are not required to hold office hours, but if you choose to, you must complete and submit the Interest Form for Adjunct Office Hours Program to your Area Dean(s) at every campus you teach at by the end of the first week of the fall and spring semester. (See “Office Hours Program” under “Additional Opportunities” in this Almanac.)

## ***Parking Stickers***

Typically you will visit the campus’s Los Rios Police Department and fill out a form, indicating your car’s color, year, make and model, and license plate number, to receive a parking sticker. Some off-campus centers will also distribute campus parking stickers. As of summer 2017, preferred part-time faculty will receive a two-year parking sticker (for more on “preferred part-time” faculty status, see “Rehire Processes: The Preference System” under “Know Your Rights” in this Almanac). If you don’t have rehiring preference, you will need to get a new sticker each academic term, including summer. Your sticker is only good for the specific vehicle it was issued for, though you can get two if you need them. Note that your sticker is valid for parking in “Staff”

spaces at any Los Rios campus or off-campus center.

## ***Professional Expectations and Responsibilities***

The contract lays out professional responsibilities and expectations for all faculty in Article 11.2. You are expected to:

--Conduct a classroom environment that is conducive to student learning, growth, and development in which students are free from discrimination, prejudice, and harassment and in which students are free to express relevant ideas and opinions

--Clearly differentiate to students the expression of your personal opinions or convictions from the objective presentation of theory, fact, or ideas

--Adhere to District procedures for using approved materials and resources

--Meet obligations for college service, participate in institutional planning processes and accreditation efforts, and submit course and department-related documents, such as, but not limited to, syllabi, student grades, updated rosters, schedules, requisitions, textbook orders.

Note: Some of these stated expectations do not apply to non-classroom faculty, and that part-time faculty are not required to participate in college service or institutional planning processes. See “Additional Opportunities” in this Almanac for more information about ways you may participate and possibly be paid for such work if you choose to engage in it.

The contract lays out more detailed responsibilities according to classroom or non-classroom assignments. These are the criteria that your peer review team will use when evaluating you, so you should familiarize yourself with the “professional

# **KNOW YOUR RESPONSIBILITIES**

responsibilities” applicable to you: Classroom Faculty (Article 8.4.1), Counselors (8.4.2), Librarians (8.4.3), Nurses (8.4.4), Coordinators (8.4.5), and Athletic Coaches (8.4.6).

## ***Student Behavior***

You should document any student behavior issues that represent failure to adhere to your syllabi's stated expectations for student behavior. It's also in your interest to notify your Area Dean via email of any such issues in case you need her/his support to resolve the issues. Doing so helps inform management of the seriousness with which you take your responsibilities and your rights and also gives management valuable information, including context, on individual students' problematic behavior. If students complain to your Area Dean, you're in a stronger position if you've given the Dean some "heads up" in cases where students have violated course policies or college expectations for student behavior.

You should also take some time to learn about campus processes for handling cheating, plagiarism, and other violations of college codes of conduct for students. Reporting serious violations to appropriate authorities helps all involved: you, the instructor experiencing the problem(s); the struggling students, who may get the support or intervention they need to help them change their behavior; and other staff, who may work with those students.

## ***Campus/Center Information Checklist***

The following are important pieces of information that you should know for each campus location where you work. Many details vary among the four colleges of Los Rios (as well as at their different centers), so check with your department/division chair, Area Dean, or administrative office assistant to fill in the blanks.

### **Important contact information:**

1. Whom to call when you're absent:

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2. Administrative assistant's name and number:

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3. Department chair's name and number:

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4. Area Dean's name and number:

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5. Academic Senate contacts:

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6. LRCFT representatives' names and contact info (See "Your Union: How We Work Together" in this Almanac):

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7. Phone number for campus office of Los Rios Police Department [Emergency number for all campuses is 916-558-2221]:

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Basic district information to gather

- 1. Your employee ID number
- 2. Your employee e-mail address
- 3. How to access the online sexual harassment training
- 4. How to access employee self-services online (payroll, etc.)
- 5. How to access rosters, curriculum information, etc. online
- 6. How to access your e-mail off campus

Campus/center-specific information to gather

- 1. How to get your employee ID card
- 2. How to access your email on campus
- 3. Where/when to get fingerprinted
- 4. Where/when to get a TB test (must be renewed every 4 years)
- 5. How and where to get keys to building, classrooms, media closets, offices, etc.
- 6. How to get a campus parking sticker
- 7. Location of your mailbox
- 8. Location(s) of available office space
- 9. Telephone number in your office space
- 10. How to set up and access voice mail
- 11. Locations of computers available for your use

Information to gather throughout the semester

- 1. How to order textbooks through the bookstore
- 2. How to place materials on reserve in the library or other reserve location
- 3. How to reserve AV and other equipment
- 4. How to access and use classroom technology
- 5. Classroom technology help number
- 6. How to get Learning Management System help
- 7. How to use duplicating services

- 8. Printers/copiers available for small jobs (and access code)
- 9. How to obtain classroom and office supplies

## **And Don't Forget!**

- 1. Place your textbook orders with the campus bookstore.
- 2. If desired, place materials on reserve in the library or other reserve location.
- 3. If you are eligible and participating in office hours, fill out the form at EACH campus where you will hold them and submit it/them to your Area Dean(s) by the end of the first week of each semester.
- 4. Give copies of your syllabi to the Area Office (usually electronically).
- 5. Activate and make visible to students your Learning Management System course, if you are using one.
- 6. Order any duplicating materials needed in a timely manner.
- 7. If have a flex obligation, report your completed hours by the due date at each campus where you work.
- 8. If you are working at multiple campus locations on the same day, file a Travel Authorization form for mileage reimbursement at the beginning of the semester.
- 9. If you will miss scheduled work hours for conferences, district trainings, or other authorized purposes, file a Travel Authorization form in advance, even if you are not applying for Professional Development funding. Note: if you work at more than one campus, you can file the form at one and provide copies to the other(s).
- 10. At the end of the semester, file your grades through the online roster system.
- 11. Pick up library reserve materials that you'd like back. (This can take a few days!)
- 12. Return campus keys if you're unlikely to need them the following semester, or as required by your campus.

# SALARY, BENEFITS, AND OTHER ENTITLEMENTS

## Your Pay

As a part-time faculty member, you are paid at an hourly rate, which is calculated as a pro-rated percentage of the salary of a full-time faculty member with equivalent educational background. For you counselors, coordinators, college nurses, and librarians, that percentage is 100%. In other words, a part-timer in those categories is paid the same for an hour's work as a full-timer when the yearly full-time salary is converted to an hourly rate.

If you are a part-time *instructor*, you are paid at an hourly rate based on that portion of a full-timer's workload dedicated specifically to classroom teaching, which is calculated at a pro-rated 75%. That is, you are paid per **lecture hour**, an hourly rate that includes pay for class preparation, class time, and grading, but not the mandatory office hours and college service obligations of full-time faculty (the other 25% of their salary). In other words, *all of the work that you need to do in order to teach your class (prep, class time, grading, responding to emails) is paid for in your lecture hour rate*. It is up to your professional discretion to determine how much time to spend on out-of-class preparation and grading. You should not expect to be paid additionally or separately for the out-of-class work you do in relation to your teaching assignments. The rate for a lab hour equates to 3/4 of a lecture hour.

**The hourly rates for part-time faculty are listed in Salary Schedule B.**

**Important note!** The Los Rios salary schedules are designed around the concept of *pro rata* pay, or "equal pay for equal work." However, it is worth repeating that part-time instructors are paid only for work necessary for classroom instruction (see above). Any other work you do for Los Rios is considered an "ancillary activity," for which you may be compensated

separately. (See "Additional Opportunities" in this Almanac.)

**Another important note!** Because part-time faculty are paid by the hour, you are *not* paid for holidays.

## *Salary Schedule Advancement*

When faculty are hired, the District places them in a specific Class column (numbered I-V) on the salary schedule based on the amount of higher education completed, and a specific Step row (numbered 1-15) based on work experience. As part-time faculty, your initial placement in the class column is determined in the same manner as full-time faculty, i.e. based on your higher education (Article 2.8).

However, new part-time faculty hires begin at step 1, regardless of previous work experience (Article 2.7.1). If you have any questions about your initial salary placement, you should speak to the Human Resources department or consult one of your LRCFT representatives.

You receive step advancement on the pay schedule for every year of full-time equivalent work you complete. For instructors, full-time equivalency is defined by the California Education Code as 540 lecture hours in an academic year, typically completed at 1.0 FTE per semester. Once you've completed 540 hours in the Los Rios District (i.e., 2.0 FTE), you will automatically advance to the next step on the pay schedule. However, it is highly recommended that you keep track of your progress in completed lecture hours to be sure your advance as you should.

Adjustments to your class placement can be made upon completion of additional upper division/graduate units and/or advanced degrees (Article 2.8). In order to receive adjustments in your class placement, you *must submit evidence to Human Resources of the credits you've earned by August 15 to have it*

# **SALARY, BENEFITS, AND OTHER ENTITLEMENTS**

*take effect for the academic/fiscal year.* Such “evidence” must be issued by the accredited institutions, and official transcripts and advanced degrees must be on file within 60 days of adjustment.

## **Your Paycheck**

Paychecks for part-time faculty are available for pickup at the Business Services Office on your campus or directly deposited on the 10th of each month. If you would like your paychecks mailed to you, you will need to provide self-addressed stamped envelopes to the Business Services Office. You receive five paychecks each semester. For the fall term, paychecks are issued from September through January. For the spring term, paychecks are issued from February through June. In general, your paycheck reflects hours worked in the previous month. Exceptions include payment for the Adjunct Office Hours Program, which is included as one lump sum in your last paycheck for the semester. If the 10th falls on a weekend or holiday, you will be paid on the last working day prior to the 10th.

There are two offices responsible for your payment: Human Resources and Payroll. Human Resources records your hours, so it is essential that they have the correct information about the number of hours you work. They also determine your pay rate (which Class and Step you are in on the Salary Schedule), and “release” your assignment every academic term you work. If they do not release your assignment, you do not get paid. The Payroll office processes your paycheck and tracks your sick leave hours.

**Important!** We strongly encourage you to review your paychecks for accuracy. Your detailed pay records are available to you online through Employee Self-Services. You should report any mistakes to the Payroll Department and your LRCFT representatives immediately.

If the District discovers a mistake in your favor, you will be required to return overpayments. NOTE: There is a four-year time limit on correcting payroll mistakes, whether in your favor or not (Article 2.11).

## **Your Benefits**

### ***Health/Medical and Dental***

As a part-time faculty member, you become eligible to enroll in medical and dental benefits through Los Rios after you have completed two (2) of the last five (5) semesters (not including summer session) with an assignment of at least .3 FTE in each of those semesters. You must have an approved Tentative Class Schedule (TCS) with an assignment load of at least 30% of full-time (.3 FTE) in place by the enrollment deadline each semester, and you may not have any other group medical or dental coverage.

For detailed information about eligibility, medical and dental plan details, mid-year changes, and other benefits such as the Employee Assistance Program (EAP), consult the 2017-2018 Adjunct Faculty Employee Benefits Guide at <http://www.losrios.edu/business/LRCFTAdj.php>.

### ***Retirement Options***

As a part-time faculty member in the Los Rios District, you must participate in one of two available retirement systems: Social Security or the California State Teachers’ Retirement System (CalSTRS). Because individual situations vary dramatically, to determine which option is best for you, contact the Los Rios Benefits Office at (916) 568-3070.

# SALARY, BENEFITS, AND OTHER ENTITLEMENTS

## Other Importants Entitlements

### Paid Leaves

A leave of absence is an authorized absence from your job with the right to return to a position in the same classification at the conclusion of the leave. As a part-timer, you are entitled to certain (but not *all*) leaves *with pay*, as enumerated in Article 9 of the contract. Be sure to notify your Area Dean or College President of the reason for the leave, and the amount of time involved. If the absence cannot be anticipated in advance, notify the appropriate administrative officer as soon as possible. Specific leaves include:

- **Sick Leave:** You begin earning sick leave on the day your employment begins, and it accrues each semester based on your FTE. That is, you earn paid sick leave hours in function of the proportion of full-time employment you work. Unused sick leave accrues indefinitely, and the accrual and total earned appears on your pay stub. Upon retirement, unused sick leave may be added to your STRS benefit (Article 9.3). NOTE: If you are not enrolled in STRS, but rather in Social Security, you will lose that accrued sick leave upon retirement.
- **Maternity/Paternity Leave:** You have the right to use up to 30 days of accrued sick leave for maternity/paternity reasons, minus any days previously used for Personal Necessity. (Article 9.3.8).
- **Personal Necessity:** You may use up to 6 days of accrued sick leave during any year in cases of personal necessity, which is defined as “circumstances that are serious in nature that the employee cannot reasonably be expected to disregard, that necessitate immediate attention” (Article 9.4).
- **Industrial Accident and Illness:** Otherwise known as “Worker’s Comp,”

this leave is granted to any faculty who sustain a personal injury in the performance of the job assigned by the District (Article 9.5). NOTE: You *do not* have Disability Income protection for accidents that occur away from work.

- **Bereavement Leave:** You are entitled to 3 working days of leave in the event of the death of any member of your immediate family. If out-of-state travel is required, you are entitled to 5 days leave (Article 9.7).
- **Jury Duty Leave:** You will receive paid leave for the length of jury duty. However, you must sign over all compensation received for such jury duty to the District, excluding mileage, meals and lodging (Article 9.9).
- **Judicial Appearance Leave:** You are entitled to 1 day of leave to make a mandatory court appearance as a litigant or as a witness (Article 9.10)

### Unemployment

As a part-time community college faculty member, you are eligible to file for unemployment benefits at the conclusion of every semester you work *even if you have an assignment for the following semester*. This is because part-timers are “temporary employees” and have no “reasonable assurance” of re-employment the following semester. Your assignments are contingent on adequate enrollment, funding, program needs, not being “bumped” by a full-time instructor to maintain 1.0 FTE, and District prerogatives. It is important to realize that, because of the contingent quality of this part-time employment status, you are never on a “semester break” or “recess.” Technically, you are “laid off/out of work” at the end of each semester, no matter what level of hiring preference you have achieved. Your right to

## **SALARY, BENEFITS, AND OTHER ENTITLEMENTS**

unemployment benefits as a “temporary employee” was upheld as law by the California Court of Appeal in *Cervisi v Unemployment Ins. Appeals Bd.*

Furthermore, even if you *are* employed during summer or winter break or your teaching load is significantly reduced in the fall or spring semester, you may still qualify for reduced unemployment benefits during that semester.

You should apply as soon as possible after you become unemployed (or underemployed), but not before then. In practical terms, you become unemployed after giving your last final exam for the semester (or performing other service for which you are paid). At that point, you can file an application for benefits online at [www.edd.ca.gov](http://www.edd.ca.gov) or by phone, fax, or mail (see phone numbers and mailing address on the EDD website). Your claim will start at the beginning of the week you apply and only go back to the first day of application, so it is best to apply as soon as you are unemployed. Your claim will be good for 12 months, unless extended, and there is a one-week waiting period (no benefits) for each 12-month period.

The application form for unemployment benefits changes periodically, and you should become familiar with the questions you will be asked, some of which can be a little complicated. Near the end of each semester, LRCFT representatives email a detailed *Unemployment Guide*, which you can also find on the LRCFT website at [www.lrcft.org](http://www.lrcft.org).

***If you are denied unemployment benefits for any reason,*** always contact a Union representative immediately to appeal. LRCFT represents part-time faculty in unemployment appeal hearings. For this, and any other questions about unemployment issues, talk to any Union representative, or call the LRCFT Union Office at 916-448-2452.

## **ADDITIONAL OPPORTUNITIES**

Always remember that as a part-timer, you are compensated in your regular hourly pay *only* for the work you do that is necessary for classroom instruction (i.e., class preparation, class time, and grading). This is called your “regular load,” and it cannot, by California law, exceed 67% of a full-time faculty member’s regular duties. However, there are several opportunities for part-time faculty to be compensated for certain types of work that are not part of their regular load. For example, pay for holding office hours is *not* included in your regular hourly rate, but you *can* be paid for office hours by enrolling in the Adjunct Office Hours Program (described below).

In addition, state law allows collective bargaining agreements to define “ancillary activities” that will not apply toward the “67% rule.” In other words, you are eligible to be compensated for this work even if you have reached your district FTE limit as a part-timer. Such opportunities are described in the LRCFT contract as “special project activities,” which include selected Participatory Governance and College Service activities (Article 2.3). The two principal ones (described below) are the Academic Senate College Service Program and the College Service Activities Program.

You are paid for the work you do in these programs through an Employment Service Agreement-Academic (ESA). To find out more about ESAs, including a list of current “Ancillary Activities,” check out the Human Resources department’s ESA page at: [http://www.losrios.edu/hr/ESA%20Page/ESAs\\_Sep2010/EnterPage.html](http://www.losrios.edu/hr/ESA%20Page/ESAs_Sep2010/EnterPage.html)

### ***Office Hours Program***

Part-time faculty who teach a load of at least .2 FTE are eligible for paid office hours through the Adjunct Faculty Office Hours Program (Article 4.10.11), and can hold those hours on-ground or online. As of fall 2017, part-timers

teaching a .2 FTE load can be paid for 18 office hours held per semester. Those teaching a load of at least .4 FTE will be eligible for 36 hours of paid office hours. The hourly rate for office hours is based on Step 1/Class 1 on Salary Schedule B, which is currently \$33.47. You will be paid for the semester’s office hours in one sum issued at the end of the semester, typically on the 10th of the month following the end of classes.

The 2017-2020 contract contains a provision for improvement of the pay rate for part-time faculty office hours when sustainable funding becomes available (see Appendix A, A.2.13.3 for details).

*This is a voluntary program!* If you are going to hold office hours and wish to be paid (and you should!), **you must apply to the program by the end of the first week of scheduled classes**. Do this by filling out the “Interest Form for Adjunct Faculty Office Hours Program” and submitting it to your Area Dean. Click on “Interest Form for Adjunct Faculty Office Hours Program” under “LRCFT Forms from Appendix C” at: <http://www.losrios.edu/hr/HumanResourcesForms.html>.

**If you do not submit the form by the deadline, you will not be paid for your office hours.**

Make sure that your on-ground office hours are scheduled at the site where your class is being held, and to include the time/place of your office hours in your course syllabus. If you hold online office hours, be sure to indicate that on your form, and include the day, time, and means of communication on your syllabus. If you have classes at multiple colleges in the district, be sure to submit a form to your Dean(s) at each of those colleges, and include information about your anticipated FTE load at each college.

# **ADDITIONAL OPPORTUNITIES**

## ***Academic Senate College Service***

As per the contract, you are entitled to be paid for work done in certain selected areas of Participatory Governance. Specifically, part-time faculty with an assignment of at least .20 FTE for the semester will be compensated for serving on the following committees: the Academic Senate, the Curriculum Committee, and the Matriculation/Student Success

Committee. Adjunct Faculty Representative in the Academic Senate is an elected position, and the number of such positions varies across the campuses. To serve on either of the other two committees, you need to apply to the college Academic Senate president for appointment.

Part-time faculty serving on these committees will be paid at the same rate as the Office Hours Program (Step 1/Class 1 on Salary Schedule B), which is currently \$33.47 (as of fall 2017). The Vice President of Instruction will complete an ESA for the appointees to these committees, and you'll need to submit a timesheet to be paid. Payment is made in one stipend at the end of the semester, usually on the tenth of the month following the end of classes.

## ***College Service Activities***

You may also be paid for participating in some approved college service activities that are outside your regular load as a part-timer. These activities include, but are not limited to, college planning (e.g. Education Plan, Strategic Plan), SLO activities, curriculum and program development, and accreditation work. Some of these activities count toward the “67% rule” and others do not. You can find a list of “Ancillary Activities” that are currently open to part-timer participation on the Human Resources ESA page at <http://www.losrios.edu/hr/ESA%20Page/AncillaryActivities.pdf>.

As a part-time faculty member, you may be

paid for approved college service activity each semester at the same rate as the Office Hours Program (Step 1/Class 1 on Salary Schedule B), which is currently \$33.47 (as of fall 2017). To apply for this program, you need to submit an ESA form to your Dean’s office by the campus-determined deadline date each semester. Make sure to check with your Dean for your specific deadline.

***Important!*** The list of “Ancillary Activities” is not exhaustive, and there may be other types of work for which you are entitled to be compensated. If you have questions about a particular college service activity you would like to participate in (and be paid for), talk to your Department Chair, Area Dean and the Professional Development Committee to find out if you are eligible for compensation.

## ***A Note on Reimbursement***

There are some costs related to your work as a part-time faculty member for which you may be reimbursed. Here are two items that you should look into:

- **Mileage** (Article 11.5): If you are required to travel between your “regular place of work” and another location in the district on the same day as part of your regular workload, you can be reimbursed for the mileage traveled between those two locations. In other words, you can be reimbursed for travel between multiple district locations if you teach or otherwise work at them on the same day. You will need to submit a Travel Reimbursement form to your Area Dean ***at the beginning of the semester for which you are seeking reimbursement.*** Payment for reimbursement will be made at the end of the semester.
- **Conference/Travel Funds** (Article 11.4): Funds are available at each college and in

## **ADDITIONAL OPPORTUNITIES**

each department for conference and travel related to certain professional development activities. Part-time faculty are eligible for such funds, but they are administered differently at each college and within each department. To find out about funded opportunities for conferences and other professional development activities, talk to your Area Dean and/or your college's Professional Development committee.

# YOUR UNION: HOW WE WORK TOGETHER

Your faculty union plays crucial roles in the life of Los Rios.

While your LRCFT leadership renegotiates your collective bargaining agreement (your contract) with the Los Rios District every three years, your union staff, elected representatives, and activist colleagues work year-round by:

- Supporting workplace rights for all faculty members
- Promoting academic freedom and full access to a quality education
- Ensuring fair pay and professional opportunities
- Building awareness of our members' skill, professionalism, and dedication to the art of teaching.

Each Los Rios campus has an elected team of five faculty who work with unit members one-on-one and in educational workshops, social-professional gatherings, and other venues on-and off-campus: a president and four campus representatives, one of whom must be a part-time/adjunct faculty member. Please note that all part-time/adjunct faculty who are members of the union "in good standing" may run for all elected positions within the LRCFT. (See *Bargaining Unit and LRCFT Members' Bill of Rights* in this Almanac.) Running for an elected position isn't the only reason to join your union, but it's a good one! **For more information about becoming a member if you aren't already, contact any of the people listed below.** You can also find a membership form at [www.lrcft.org](http://www.lrcft.org), where a calendar of LRCFT events for the semester is also available.

Both American River College and Sacramento City College have an Area Stewards program. Contact your elected campus representatives to find out more. Contact your campus

representatives at Cosumnes River College and Folsom Lake College if you're interested in helping develop such a program at either of these colleges.

You should **always feel welcome to contact any of the people listed below** to discuss any aspect of your work life as a faculty member in Los Rios. After initially contacting them through Los Rios email, you may wish to continue your conversation in person, by phone, or through off-District email.

Your LRCFT Executive Board is made up of the following people and positions:

Dean Murakami, President

[murakad@arc.losrios.edu](mailto:murakad@arc.losrios.edu)

Dennis Smith, Past President

[smithd13@aol.com](mailto:smithd13@aol.com)

Bill Miller, Secretary/Treasurer

[millerb@scc.losrios.edu](mailto:millerb@scc.losrios.edu)

KC Boylan, Chief Negotiator

[kcboylan@lrcft.org](mailto:kcboylan@lrcft.org)

Walter Kawamoto, Political Action Fund Committee (PAFC) Chair

[kawamow@arc.losrios.edu](mailto:kawamow@arc.losrios.edu)

## American River College

Oranit Limmaneeprasert, Campus Union President

[linmano@arc.losrios.edu](mailto:linmano@arc.losrios.edu)

Michael Angelone, Campus Representative

[angelom@arc.losrios.edu](mailto:angelom@arc.losrios.edu)

Beth Verhage, Campus Representative (Part-time/Adjunct)

[verhagb@arc.losrios.edu](mailto:verhagb@arc.losrios.edu)

## Cosumnes River College

Jason Newman, Campus Union President

[newmanj@crc.losrios.edu](mailto:newmanj@crc.losrios.edu)

Teresa Aldredge, Campus Representative

[aldredt@crc.losrios.edu](mailto:aldredt@crc.losrios.edu)

Alex Peshkoff, Campus Representative

[peshko@crc.losrios.edu](mailto:peshko@crc.losrios.edu)

# **YOUR UNION: HOW WE WORK TOGETHER**

Linda Sneed, Campus Representative (Part-time/Adjunct)  
sneedl@crc.losrios.edu

Gabriel Torres, Campus Representative  
torresg@crc.losrios.edu

## **Folsom Lake College**

KC Boylan, Campus Union President  
boylank@flc.losrios.edu

Paul Baltimore, Campus Representative (Part-time/Adjunct)  
baltimp@flc.losrios.edu

Zack Dowell, Campus Representative  
dowellz@flc.losrios.edu

Wayne Olts, Campus Representative  
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James Telles, Campus Representative  
tellesj@flc.losrios.edu

## **Sacramento City College**

Annette Barfield, Campus Union President  
barfiea@scc.losrios.edu

Sandra Guzman, Campus Representative  
guzmans@scc.losrios.edu

Jesus Limon, Campus Representative  
limonje@scc.losrios.edu

Belinda Lum, Campus Representative  
lumb@scc.losrios.edu

Angelo Williams, Campus Representative  
(Part-time/Adjunct)  
williaa3@scc.losrios.edu

Additionally, two LRCFT staff members are available to help you:

Robert Perrone, Executive Director  
robert@lrcft.org

Reina Mayorga, Administrative Assistant  
myhija@aol.com

The LRCFT office is located at 2126 K St. in midtown Sacramento (95816) and can be reached by phone at (916) 448-2452.

Its Executive Board meets every first and third Wednesday of the month during the

regular academic year from 3 to 5pm. All bargaining unit members are welcome to attend meetings. Meeting agendas and minutes can be found at [www.lrcft.org](http://www.lrcft.org).

The work of the LRCFT is governed not only by the LRCFT-LRCCD contract but by the following documents, available at [www.lrcft.org](http://www.lrcft.org):

- Constitution
- Official By-Laws
- Executive Board Policies

Remember: a union is nothing without YOU!

Your union leadership – and the creators of the new LRCFT Part-Time Faculty Caucus – want YOU to be involved!



# NOTES

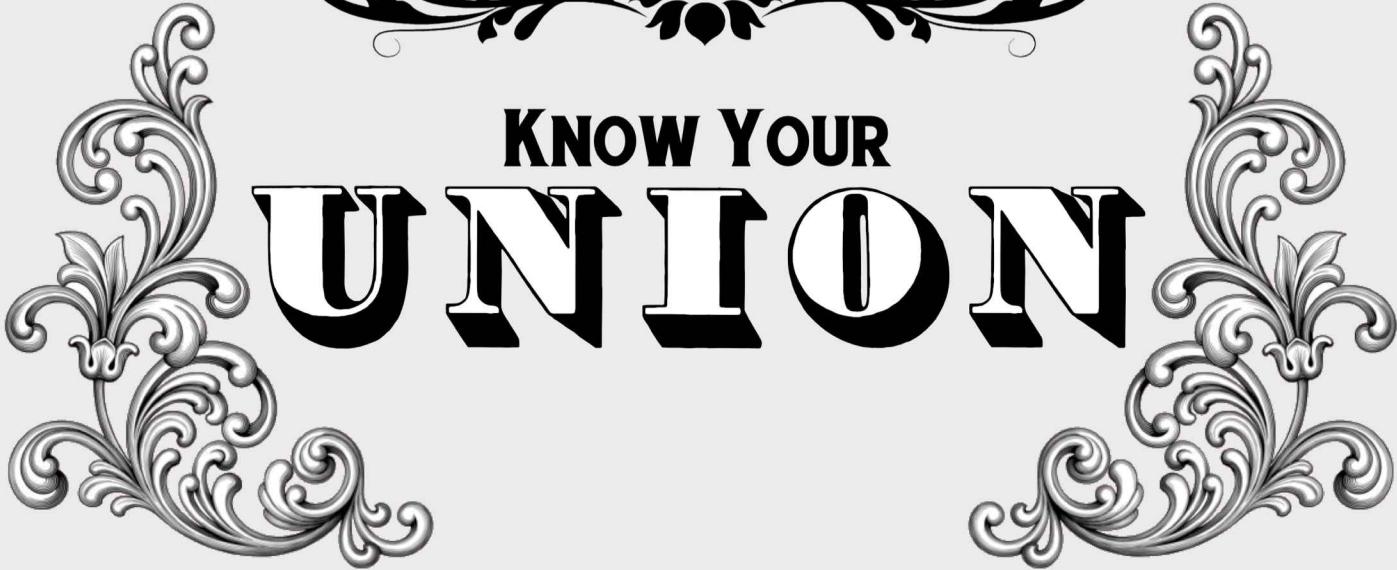




**KNOW YOUR  
RIGHTS**



**KNOW YOUR  
RESPONSI-  
BILITIES**



**KNOW YOUR  
UNION**



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