

	<b>LOS ANGELES COMMUNITY COLLEGES HUMAN RESOURCES GUIDE</b>	<b>HR R-126</b>
		<b>TENURE</b>
<b>ISSUE DATE:</b> October 13, 2009	<b>SERVICE:</b> <input checked="" type="checkbox"/> ACADEMIC <input type="checkbox"/> CLASSIFIED <input type="checkbox"/> UNCLASSIFIED	
<b>REPLACES:</b> <u>Legacy Personnel Guides:</u> B 328	<b>CHANGES:</b> Updated of legacy guide to HR Guide format	

## I. POLICY

It is the policy of the District to provide the opportunity for faculty to earn academic tenure for continuity of employment under EC 87600-87612.

## II. DEFINITIONS:

- **Break in Service Year** is any academic year other than a **Complete Year** or an **Incomplete Year**.
- **Complete Year** is any academic year in which an employee serves in probationary status for more than 75% of the number of days or hours considered as a full-time assignment for permanent employees having similar duties in the District (EC 87468, 87469) This is based on the days the school is maintained during the fall and spring semesters; any service during summer or winter intersession is not included.
- **Entrance-Level Job** is a faculty job for which permanent status tenure may be acquired with the appropriate service and credential or degree (Board Rule 10407).
- **Incomplete Year** is any academic year in which an employee's service does not qualify for a complete year but during which the employee served or was on leave during the entire year.
- **Service** is time in which an employee is present and working as authorized by assignment. Time on leaves (paid or unpaid) and unauthorized absence does not count as service in this context.
- **Tenure** is the status earned by an employee that provides legal rights for continuity of employment.

## III. REQUIREMENTS

- A. Tenure provides legal rights for continuity of employment. Tenure does not include any rights to a particular position or assignment. A tenured employee may be assigned to perform any duties authorized by his/her qualifications or credentials. Tenure rights may be earned only in a basic class (i.e., an academic entrance-level class or position: instructor, counselor, librarian, nurse, handicap specialist, learning disability specialist/instructor, child development center teacher); no tenure is earned in administrative positions.
- B. **Earning Tenure.** An employee may earn tenure for only one full-time position. Tenure is gained after four complete consecutive academic years of service and re-election for a fifth year (EC 87609). Basic tenure is earned only on a "C" basis even though the service may be rendered on another basis.

The four years are divided into three contracts as follows:

- The first contract is for one academic year
- The second contract is for one additional academic year
- The third contract is for two additional consecutive academic years

Probationary assignments are open-ended even though contracts have end dates. Tenure is earned in the basic class for which the employee qualifies, but the employee may be assigned to any faculty duty for which he/she is qualified per the FSA procedure (EC 87743-87743.5).

- C. **Consecutive Years of Service.** Complete service years are consecutive if not separated by a break in service year. Incomplete years do not count toward tenure but do not break continuity of service (EC 87776). A year that qualifies as a complete year will not be considered a break in service year even if a resignation occurs during the year. The year(s) between a resignation and a rehire will be considered a break in service year(s).
- D. **Credential.** A person whose basic credential expires, or whose minimum qualification, including any required licensure, expires, ceases to have a basis upon which to contract with the District and must, therefore, be terminated. Such a terminated employee loses whatever tenure he/she has gained.
- E. **Date of Permanency.** An employee who has completed the required probationary period will be classified as permanent at the beginning of the following academic year (July 1) (EC 87477). An employee who has just completed his/her probationary period but whose resignation is effective before July 1, resigns as a probationary employee; if he/she resigns effective on or after July 1, or is absent without leave on the first day of the Fall semester and is separated without returning to service or being placed on leave of absence, he/she will be separated as a permanent employee and has reinstatement rights under EC 87731 (County Counsel Opinion, 06-20-67). Since such an employee is under contract for the entire academic year, the actual effective date of his/her separation may be established as any date from July 1 through the last day of the following Spring semester (EC 87730). A retiring employee is automatically separated for all assignments at the end of the school year of the retirement (EC 87467).
- F. **Service Credit for Tenure**
1. Service for tenure purposes includes only days of actual service on regular credential (EC 87355) or qualification (EC 87356).
  2. Service as a temporary employee under EC 87482.5 (less than 67% assignment), EC 87482 (limited basis) or EC 87480 (long-term substitute) do not count towards tenure, if the time or hour limitation for the assignment is not exceeded.
  3. Paid holidays (on which the college is closed) and paid vacation days do not count.
  4. Absence without leave or absence on leave (paid or unpaid) (other than positions leaves for faculty service in specially funded programs) does not count; time on involuntary leave, even though paid, cannot count toward tenure.

5. Time on military leave or as an administrator does not count for tenure, but upon return, service in two of the years following separate years will be combined (e.g., first semester of one year and second semester military service or administrator service). Such time is not construed as a break in service.
6. Service in an equivalent class counts toward tenure in the corresponding basic class, e.g., fractional service as Instructor Special Assignment or Consulting Instructor counts (see Article 13.D.11 for limitations).
7. Under EC 87474, time served in a summer or winter intersession assignment does not count toward tenure unless it is service shifted from the Fall or Spring semester as provided in the section Non-Standard Annual Load, Article 13.A.1.

**G. Dates of Employment for Seniority Purposes**

1. Probationary and permanent employees are deemed to have been employed on the date upon which paid service in a probationary position was first rendered (EC 87414), or on the first date of temporary service later counted for tenure as in F (2) above.
2. Employees who held probationary or permanent status with the Los Angeles Community College District on June 30, 1969, and who had previous service in the Los Angeles Unified School District as probationary and/or permanent certificated employees are deemed to have been employed on the date upon which paid service in a probationary position was first rendered in the other district.
3. Permanent employees reinstated to permanent status within 39 months after resignation or layoff are deemed to have been employed on the original seniority date (EC 87731).
4. Probationary employees reinstated to probationary status within 39 months after layoff are deemed to have been employed on the original seniority date (EC 87746).
5. Other employees who are re-employed after resignation or dismissal are deemed to have been employed on the date upon which paid service was first rendered after re-employment (EC 87417). Other employees whose service are terminated for lack of enrollment or discontinuance of service or other reason not constituting a break in service, if re-employed shall be deemed to have been employed on the original seniority date (EC 87417).
6. A random number shall be assigned to each probationary and permanent employee to break ties in case of identical seniority dates (EC 87413; See MOU 1993-01).

**H. First, second and third contracts.** As provided in EC 87608, 87608.5 and 87609, the District issues contracts as follows: a first contract for the first academic year of probationary service, a second contract for the second academic year of probationary service, and a third contract for the third and fourth years of probationary service. The beginning and end dates of the contracts are those of the employee's regular basis, except that the start date of the first contract is the employee's first date upon which paid service in a probationary position was rendered. Irrespective of the contract dates, the assignment will be open-ended, from the first date upon which paid service in a probationary position was rendered, with no end date. Advancement from first contract (B1) status to second contract (B2) and third contract (B3) status and tenured status (SM or CN) will be performed by change of status actions initiated by the Human Resources

Division based on verification of the required 75% service of that portion of the regular basis which occurs during the academic year, the results of the employee evaluation process, and other information as provided by the college. If less than the required 75% of service is rendered during the academic year, contract status advancement, i.e. first contract (B1), second contract (B2), third contract (B3), tenure (SM or CN), will not occur. Probationary status advancement will remain unchanged, without need for the college to initiate action, until 75% service is rendered in the academic year.

- I. **Faculty mentors.** If a probationary faculty member has a faculty mentor as provided in Article 19 of the Agreement, such a mentor will be assigned at 1 hour per month in class 0915 on the C basis, for a total of 10 hours per year if the mentor serves the entire year. If the mentor changes during the year, mentor assignments will be adjusted so as to apply to the current mentor. If an employee is mentor for more than one probationary faculty member, the compensation is 1 HP per employee mentored.
  
- J. **Early tenure.** As provided in EC 87608 and 87608.5, the Board may award early tenure prior to the start of the second or the third contract, rather than at the end of the third contract. The Agreement does not authorize faculty recommendation of tenure at the end of the first contract. In order for Board action (approving or denying early tenure) to occur prior to the issuance of the next contract and Board approval of the accompanying status change, normally in July, all information specified in the Agreement relating to the early tenure request must be filed by the College with the District prior to Board agenda deadlines for the last Board meeting prior to July. These materials include the results of peer evaluation, the required administrative evaluation, and the recommendation of the college president. All such materials should be sent together marked for special attention separate from those evaluations which do not request early tenure. Upon receipt the materials will be evaluated by staff in Human Resources and reviewed by the Vice Chancellor and Chancellor for recommendation to the Board at the next available Board meeting. If approved by the Board, tenure will be granted as a status change in lieu of issuance of the next contract. However, once the next contract has been issued on behalf of the Board instead of early tenure, late application for early tenure will normally not be permitted, since there is no authorization in the Education Code for amendments to contracts once issued.
  
- K. **Non-renewal of contract.** As provided in EC 87608, 87608.5 and 87609, the Board may elect not to issue a subsequent contract or not to award tenure at the end of the first contract (B1), second contract (B2), or second year of third contract (B3). Such a process is not considered dismissal for cause. Information required for such process, including evaluations, must be submitted by the college to the District in order for Board action prior to March 15 of the year in which the contract is not renewed or tenure is not granted. Otherwise, employment will continue in the following year.
  
- L. **Criteria for Recommendation for Early Tenure.** It is the policy of the Board of Trustees to act in a manner consistent with legislative intent as shown in AB1725 Section 4 (m) "the current tenure system ... provides an inadequate probationary period for the evaluation of permanent faculty ..." The Board intends that only infrequently will probationary faculty be granted early tenure; since AB1725 indicated that two years was an inadequate period for probationary service, the full four years should be served except in rare and exceptional circumstances. In order to approve early tenure, the Board must receive conclusive evidence that the probationary faculty member has achieved a level of competence and experience that is beyond or at least equivalent

to the level achieved by a faculty member who has served four probationary years. Exceptional achievement in the criteria areas stated for granting of tenure is appropriate evidence for early tenure, with the added allowed criterion of prior achievement of tenure in an accredited institution of higher education, in the same subject field in which the probationary faculty member is currently serving.

### III. ADDITIONAL SOURCES

#### CALIFORNIA EDUCATIONAL CODE

Chapter 2.5, Qualifications for Community College Personnel

Article 2, Minimum Qualifications and Hiring Criteria

[Section 87355](#)

[Section 87356](#)

Chapter 3, Employment

Article 1, General Provisions

[Section 87413](#)

[Section 87414](#)

[Section 87417](#)

[Section 87467](#)

[Section 87468](#)

[Section 87469](#)

[Section 87474](#)

[Section 87475](#)

[Section 87477](#)

[Section 87480](#)

[Section 87482](#)

[Section 87482.5](#)

Article 2, Employment of Faculty

[Sections 87600 - 87612](#)

Article 6, Termination of Services and Reduction in Force

[Section 87730](#)

[Section 87731](#)

[Section 87743](#)

[Section 87743.5](#)

[Section 87746](#)

Article 7, Leaves of Absence

[Section 87776](#)

#### CALIFORNIA ASSEMBLY BILL 1725

[Chapter 973, Faculty, Staff and Administrators, Sections 38 - 43](#)

#### LACCD BOARD RULES

Chapter X,

Article IV,

[Section 10407, Terminology for Use in Certificated Assignments](#)

#### LACCD COLLECTIVE BARGAINING AGREEMENTS

**AFT Faculty Guild Local 1521**

[Article 13, Assignment](#)

[Article 42, Tenure Review and Evaluation of Contract \(Probationary\) Faculty](#)