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**TENTATIVE AGREEMENT  
BETWEEN THE EL CAMINO COMMUNITY COLLEGE DISTRICT  
AND THE EL CAMINO COLLEGE FEDERATION OF TEACHERS,  
LOCAL 1388, AFT, AFL~CIO  
March 21, 2025**

This Tentative Agreement between the El Camino Community College District and the El Camino College Federation Of Teachers, Local 1388, AFT, AFL~CIO ("Federation"), is made expressly pursuant to the Educational Employment Relations Act and the current Collective Bargaining Agreement between the parties. The following article shall be deemed to remain unchanged in the Collective Bargaining Agreement except as set forth below:

**ARTICLE 2  
RIGHTS OF THE DISTRICT**

Except as limited specifically by the express terms of this Agreement, the District retains all of the rights and authority conferred upon it by the laws of the State of California to direct, manage, and control the affairs of the District. Such rights of the District include, but are not limited to:

- (a) The right to determine its organizational structure and to delegate its rights and responsibilities to the Superintendent-President and to such other officials, persons, divisions, departments, and committees as it shall determine from time to time;
- (b) The right to determine its financial structure including (i) all decisions and conditions relating to all sources of District income, (ii) all investment policies and practices, and (iii) all budgetary matters and procedures, to wit, the budget calendar, the budget formation process (subject to Article 21, ~~Section 6~~, respecting budget requests), accounting methods, payroll practices, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures;
- (c) The right to acquire, administer, and dispose of all District property whether real or personal and whether owned, leased, or otherwise controlled, including all land, buildings, facilities, grounds, fixtures, machinery, and other improvements;
- (d) The right to determine all services to be rendered to the students and to the public, including the nature, methods, quantity, quality, frequency, and standards of service, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment, and tools to be used in connection with such service, the contracting of services to be rendered and functions to be performed, including educational support, educational aids and devices, structural maintenance, and repair services;
- (e) The right to determine the utilization of personnel, including:
  - (1) the determination of the number of Faculty Member positions,
  - (2) the selection and utilization of personnel not covered by this Agreement,
  - (3) the determination of the use of certificated management personnel to perform teaching and other work that is also performed by Faculty Members covered by this Agreement,
  - (4) the selection of Faculty Members subject to the provisions of Article 4, ~~Section 5~~,

51 (5) the determination of the assignment or reassignment of certificated management  
52 employees of the District to positions covered by this Agreement shall be subject  
53 to the provisions of the Education Code, and, in cases where such reassignment  
54 results in the layoff of a Full-Time Faculty Member, shall be subject to the  
55 competency criteria as specified in Article 6, ~~Section 3~~;

56  
57 (f) The right to make final determinations on all matters relating to the instructional program  
58 of the College, subject to the referral of certain specific matters to joint District-  
59 Federation Committees or to the Academic Senate or the General Curriculum  
60 Committee or the procedures for textbook selection as otherwise provided by this  
61 Agreement, and the right to determine all matters related to student personnel services;  
62

63 (g) The right to make final determinations regarding the assignment of Faculty Members to  
64 work schedules, functions, and activities, and the right to determine the assignment of  
65 Faculty Members to courses to be taught, classrooms, laboratories, and other facilities  
66 and equipment, and offices, subject to Articles 8, 9, and 10 and Appendix A of this  
67 Agreement;  
68

69 (h) The right to adopt reasonable rules and regulations, including rules and regulations  
70 related to safety and security matters;  
71

72 (i) The right to determine the requirements for, management and control of District facilities,  
73 such as the food service centers and the bookstore.  
74

75 (j) The exercise of any right reserved to the District herein in a particular manner or the  
76 non-exercise of any such right shall not waive such right or preclude the District from  
77 exercising the right in a different manner.  
78

79 [...]

## 80 81 **ARTICLE 7 - CALENDAR**

### 82 83 **Section 7.1. Calendar**

84  
85 During the fall semester of each school year, the District shall establish a calendar  
86 committee which shall be comprised of a representative or representatives of various  
87 campus organizations. A majority of the members of this committee shall be appointed  
88 by the President. The function of this committee is to recommend to the President and  
89 the Board of Trustees of the District a school calendar for the following two years, through  
90 the end of the summer session of the second year, to be adopted by the District. The  
91 Federation shall be entitled to appoint two (2) voting members as its representatives on  
92 the committee. The Academic Senate shall be entitled to appoint two (2) members as its  
93 representatives on the committee. Calendar changes that impact working conditions will  
94 be subject to negotiations.  
95

### 96 **Section 7.2. Committee Recommendations**

97  
98 The calendar committee shall make recommendations for a school year in compliance  
99 with the Education Code. The calendar shall include an academic year consisting of fall  
100 and spring semesters, summer and winter sessions, and other academic sessions as  
101 may be developed in the future. It is understood that the District has the option to not

102 offer or modify the length of winter or summer sessions commencing with summer  
103 session 2012.

104  
105 It is understood that the District may add an additional unscheduled day or days to the  
106 calendar in the event that any day or days are "lost" due to uncontrollable circumstances.  
107 The recommended calendar shall include the stipulated holidays as provided by Article  
108 15.

109  
110 [...]

111  
112 **ARTICLE 16**  
113 **PROFESSIONAL MEETINGS AND CONFERENCES**

114  
115 **Section 16.1. General**

116  
117 The District encourages Faculty Members to attend professional meetings and  
118 conferences related to the District's educational program and the Faculty Member's  
119 professional growth.

120  
121 **Section 16.2. Budget Allocation**

- 122  
123 (a) Each fiscal year the District will budget a conference and travel fund for Faculty  
124 Members to be administered as provided herein. The fund will amount to a sum  
125 equivalent to One Hundred Dollars (\$100.00) times the number of Full-Time Faculty  
126 Member positions provided for that year. The fund will be utilized to pay the cost, or a  
127 portion of the cost, of the Faculty Member attending a professional meeting or  
128 conference and may include such expenses as registration fees, meals, and lodging  
129 expenses and travel expenses.  
130  
131 (b) Each fiscal year, the District will budget an additional conference and travel fund for  
132 Faculty Members to be administered by the College Conference Committee. The fund  
133 will amount to a sum equivalent to One Hundred Dollars (\$100.00) times the number of  
134 Full-Time Faculty Member positions provided for that year. These funds will be used to  
135 pay the cost, or a portion of the costs, of the Faculty Member attending a professional  
136 meeting or conference that focuses on (1) uses of technology in the instructional  
137 program, (2) strategies for improving student retention, or (3) issues of sensitivity to  
138 diversity. Such costs may include expenses as registration fees, meal, lodging expenses  
139 and travel expenses. The Committee shall set a goal of using twenty- five percent (25%)  
140 of these funds for Part-Time Faculty. Funds not used in one fiscal year, as described in  
141 this paragraph (b), shall be rolled over to the next fiscal year.

142  
143 **Section 16.3. Administration of the Fund**

144  
145 The District's conference and travel fund for Faculty Members will be divided into two  
146 parts to be administered as herein provided. Eighty percent (80%) of the fund will be  
147 allocated to the College's academic divisions or approved unit proportionate to the  
148 number of Full-Time Faculty Members in each respective division and shall be  
149 administered by the Deans of the divisions as provided in Section **16.4**. Twenty percent  
150 (20%) of the fund will be allocated to the College Conference Committee, provision for  
151 which is set forth in Section **16.5** of this Article.

152

153 **Section 16.4. Faculty Member Requests**

- 154
- 155 (a) A Faculty Member who desires to attend a conference should submit a request for  
156 approval and/or funding in writing to the Dean of the Division at least one (1) month prior  
157 to the conference and two (2) months in advance of proposed international travel.  
158 International conferences require approval by the Board of Trustees. Therefore,  
159 conference requests must be submitted to the Division Conference Committee at least  
160 two months prior to the conference date in order to comply with the board approval  
161 process. The District cannot be responsible for conference attendance commitments  
162 prior to Board approval.  
163
- 164 (b) Travel outside the United States must be approved by the President prior to submission  
165 of the conference request to the Board of Trustees. The President will provide a written  
166 explanation to the faculty members whose request for conference attendance is not  
167 approved.  
168
- 169 (c) Requests will be reviewed by a committee chaired by the Dean of the Division, a Faculty  
170 Member appointed by the Federation representative of the division, and a Faculty  
171 Member appointed by the Dean. If the request is deemed appropriate by the committee,  
172 the Dean will submit the request for necessary approval and action. The committee may  
173 refer the request to the Vice President - Academic Affairs, or the College Conference  
174 Committee, if appropriate. The Committee will provide a written explanation to the  
175 Faculty Member whose request for conference attendance and/or funding is not  
176 approved. Faculty Members utilizing conference and/or travel funding will agree to make  
177 a reasonable effort to minimize the cost of substitutes by arranging for their classes to be  
178 covered by other Faculty Members, arranging class assignments to utilize students' time  
179 appropriately, or by arranging departure times to minimize missed classes whenever  
180 possible. The Temporary Instructor Reassignment form (Article 11, **Section 11**) must be  
181 submitted to the Dean if classes will be covered by other Faculty Members.  
182

183

184 **Section 16.5. College Conference Committee**

- 185
- 186 (a) A College Conference Committee shall be established composed of the Vice President -  
187 Academic Affairs (or the Vice President's designee), one Dean appointed by the Vice  
188 President, and two Faculty Members appointed by the President of the Federation. The  
189 two Faculty Members appointed by the Federation will be selected from divisions other  
190 than that represented by the Dean. The Committee members shall serve for the term of  
191 this Agreement. The Vice President (or his or her designee) shall chair the Committee.  
192
- 193 (b) The fund administered by the College Conference Committee will be utilized for (1)  
194 Conferences of a general import to the College, and (2) Conferences that the District  
195 requests a Faculty Member to attend as its representative, and (3) Conference expenses  
196 in any division which has utilized its fund and where allocation of additional funds is  
197 desirable.  
198

199 **Section 16.6. District Appointments**

200

201 The District may appoint a Faculty Member, with the Faculty Member's consent, as its  
202 representative to a conference. If a Faculty Member is approved for attendance at a  
203 conference, the Faculty Member will be entitled to attend the conference without loss of

204 pay or benefits. The District may approve attendance for a conference without providing  
205 any reimbursement for expenses.

206  
207 **Section 16.7. Reimbursements**

208  
209 If expenses are authorized, the following rules shall apply:

- 210
- 211 (a) Faculty Members will travel jet economy air coach or by authorized alternative means.
  - 212
  - 213 (b) Faculty Members authorized to use a private car with expenses paid shall be reimbursed  
214 at the rate established by the District for business travel, but in no case will such mileage  
215 expense exceed the cost of jet economy air transportation plus ancillary ground  
216 expenses.
  - 217
  - 218 (c) If two or more Faculty Members attend a conference and travel together by private  
219 automobile, only the individual furnishing the car will be compensated for transportation  
220 expenses.
  - 221
  - 222 (d) Requests for reimbursement of expenses shall be for actual authorized expenses and  
223 shall be made on the appropriate expense form.

224  
225 **Section 16.8. Reports**

226  
227 Written reports of conferences attended at District expense shall be submitted to  
228 the Division Dean.

229  
230 [...]

231  
232 **ARTICLE 19**  
233 **RETIREMENT, DISABILITY, AND RESIGNATION**

234  
235 **Section 19.1. Retirement**

236  
237 Faculty Members may elect to retire pursuant to the provisions of the State Teachers'  
238 Retirement System or the Public Employees' Retirement System and upon such  
239 retirement the Faculty Member's service with the District shall be considered terminated  
240 due to the Faculty Member's electing retirement.

241  
242 **Section 19.2. Disability**

243  
244 A Faculty Member who is determined to be disabled by the State Teachers' Retirement  
245 System or the Public Employees' Retirement System and who is approved for a disability  
246 allowance shall be considered upon such approval to be terminated due to disability.

247  
248 **Section 19.3. Retirement Contribution**

249  
250 Faculty Members are required to contribute to the California State Teachers' Retirement  
251 System or the Public Employees' Retirement System as provided by State Teachers'  
252 Retirement Law. The District will contribute such sums to the retirement system (STRS or  
253 PERS) as required by law.

254

255 **Section 19.4. Resignation**

256

257 The District shall accept a Faculty Member's voluntary resignation effective at the end of  
258 the academic year, fiscal year, or the end of the summer session, as the case may be,  
259 provided that the Faculty Member submits a written notice of such resignation to the Dean  
260 of the Division at the earliest opportunity but not later than June 1 of the year. The  
261 President or designee shall be empowered to accept in writing the resignation and shall  
262 waive the time when the resignation shall take effect, subject to approval by the Board of  
263 Trustees. Prior to Board approval, the Faculty Member may withdraw the resignation,  
264 subject to the agreement of the President or designee.

265

266 **Section 19.5. Part-Time Faculty Members' Plan**

267

268 Any Part-Time Faculty Member who has not elected to be covered pursuant to the  
269 California STRS plan, the Part-Time Faculty Member is required to participate in the  
270 STRS Cash Balance Plan. The Part-Time Faculty Member shall contribute four percent  
271 (4%) of pay to the STRS Cash Balance Plan and the District shall contribute five percent  
272 (5%) of the Part-Time Faculty Member's pay to the STRS Cash Balance Plan.

273

274 For any Part-Time Faculty Member who has elected to be covered pursuant to the  
275 California STRS plan, the minimum standard hours for a Part-Time Faculty Member is  
276 five hundred twenty-five (525) hours per school year for lecture and seven hundred (700)  
277 hours per school year for lab. The minimum standard hours for a non-instructional Faculty  
278 Member, which includes but not limited to counselors, librarians, nurse practitioners,  
279 nurses, and clinical psychologists is one thousand four hundred (1400) per school year.  
280 The minimum hours for any creditable special assignments will be one thousand four  
281 hundred (1400) per school year.

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284 Signed and entered into this 24 day of March, 2025.

285

286 FOR THE DISTRICT

287

288 Jane Mijashiro

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FOR THE FEDERATION

Laura C. Saldivar

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