

Master Agreement

(LBCCD and CCA-LBCC)

Long Beach Community College District and
Community College Association - Long Beach City College



Effective July 1, 2012 - June 30, 2014
(16 Week Calendar)

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PREAMBLE

This Agreement is entered into this 19th day of July 2012, between the Board of Trustees of the Long Beach Community College District of Long Beach, California, hereinafter called the "Board of Trustees," and the Community College Association, Long Beach City College Chapter, hereinafter called "Association" or "CCA-LBCC."

ARTICLE I

RECOGNITION

- A. The Board of Trustees of the Long Beach Community College District recognizes the CCA-LBCC as the sole and exclusive bargaining agent for faculty members occupying the bargaining unit described by the Public Employment Relations Board (PERB) at the time of the unit determination election held in May 1978. Specifically, the unit shall include: full-time tenured and probationary faculty, including instructors, counselors, librarians, department heads, instructional specialists, and full-time faculty on special assignments such as program specialists, faculty directors, and faculty coordinators.
- B. Furthermore, the unit shall exclude: all administrators and classified employees. In addition, the unit shall exclude all part-time and temporary academic employees, Child Care Center Director and volunteers.
- C. CCA-LBCC, in turn, recognizes the Board of Trustees as the duly elected representative of the people and agrees to negotiate exclusively with the Board of Trustees through the District negotiating team and in accordance with the provisions of the Educational Employment Relations Act (EERA).
- D. Should any new positions be established during the term of this Agreement, the placement of those positions in or out of the bargaining unit shall be negotiated with the Association. Should the issue not be resolved within thirty (30) days of the establishment of a new position, the issue shall be submitted to PERB for a ruling.
- E. If any job classification within the Unit, as described in Section A of this Article, is changed during the life of this Agreement, all affected faculty members shall remain in the Unit for the duration of the Agreement.
- F. This Article shall not be subject to the grievance procedure as outlined in Article V.

ARTICLE II

ASSOCIATION RIGHTS

CCA-LBCC shall have the following rights, in addition to any rights set forth elsewhere in the Agreement.

A. Access and Meetings

Authorized representatives of CCA-LBCC shall be granted reasonable access to District properties in order to meet with faculty members, but such contacts are not to interfere with or interrupt performance of scheduled duties. CCA-LBCC will provide the Vice President, Human Resources a list of its authorized representatives. CCA-LBCC shall also be permitted to schedule meetings on campus, at times and in available locations which are subject to the normal scheduling and reservations systems. Employee lounges and dining areas during peak hours of use shall not be deemed appropriate locations for meetings held either by CCA-LBCC or by the District.

B. Distribution and Posting

CCA-LBCC representatives may distribute organizational literature on District property, or leave same for faculty members to pick up in the faculty members' mailboxes or at designated locations, provided there is no interference with, distraction from, or interruption of scheduled duties or District business. CCA-LBCC also shall be permitted to post organizational materials on District bulletin boards, subject to space and time limitations as necessary to deal with excessive volume of material to be posted. CCA-LBCC is responsible for maintaining neatness and order with respect to such distributions and postings, and for removal of excess or outdated material. At the time of distribution and posting, a copy of the material shall be given to the Vice President, Human Resources. District supplies and materials are not to be used for organizational purposes. A mailbox shall be provided to CCA-LBCC.

C. Presentations to the Board of Trustees

Duly authorized CCA-LBCC representatives shall have the right to speak at public meetings of the College Board of Trustees, pursuant to existing Board of Trustees policies governing such appearances.

D. Information to CCA-LBCC

The District shall furnish to CCA-LBCC:

1. A copy of the Tentative Budget, the Adopted Budget, Form 311, state waiver requests, quarterly report, and other requested public documents.
2. Upon request, a complete list of the names, job titles, work locations, phone numbers, and mailing addresses of all faculty members (to be furnished not more than four [4] times per year). The District also shall, upon written request, provide access to District financial records necessary and relevant to CCA-LBCC's collective bargaining representation. CCA-LBCC shall reimburse the District for additional copies of records previously provided to CCA-LBCC.
3. A copy of this Agreement will be made available to each faculty member after negotiations are completed for a new contract, and for each newly hired faculty member upon employment.

E. Information to Employees

Upon hire into any position within the bargaining unit, the District shall provide information to the faculty member concerning CCA-LBCC's status as exclusive representative, including CCA-LBCC's rights to employee financial support pursuant to Article III of this Agreement. The District

shall make available for review, by any faculty member, a directory of District employees, and shall provide CCA-LBCC with a copy of same.

F. Committees

Unless otherwise provided in this Agreement or in District policy, whenever the District proposes the formation of an advisory committee on any matter (except management matters as designated by the Executive Committee), the Association shall have the right to designate a faculty representative.

G. Automatic Salary Deductions

Upon appropriate written authorization from the faculty member, the District shall deduct from the salary of the faculty member and make appropriate remittance for Association dues, annuities, credit union, savings bonds, charitable donations and any other plans or programs approved jointly by CCA-LBCC and the District. The District will provide a form that can be used to approve salary deductions for CCA-LBCC's Political Action Committee to each newly hired full-time faculty member.

ARTICLE III

ORGANIZATIONAL SECURITY

A. Maintenance of Membership

Any faculty member who was employed on or before June 30, 1982, may decide whether or not to join the Association. However, if such a faculty member chooses to join, he or she shall, for the duration of this Agreement, as a condition of continued employment either maintain membership in good standing or comply with the agency fee requirements of Section B below.

B. Agency Fee

As a condition of continued employment, all faculty members hired on or after July 1, 1982, or transferred from non-faculty status to faculty member status after July 1, 1990, shall within thirty (30) days of employment join the Association and maintain membership for the duration of the Agreement. As an alternative, the faculty member may pay to the Association a service fee in an amount to be determined by the Association, consistent with applicable law, but in no event to exceed the standard initiation fee, periodic dues and general assessments of the Association. The Association shall give faculty members and the District a thirty (30) day written notice of any change in the amount of dues or service fees.

C. Enforcement of Organizational Security

Faculty members who are delinquent in the payments required by Sections A and B above shall be terminated by the District, upon written request of the Association, subject to applicable laws and to the following. When requesting such a termination, the Association shall certify to the District in writing that the faculty member has been furnished with a thirty (30) day written notice of delinquency and then failed for more than thirty (30) days to tender the Association dues or service fees as required above.

D. Notice to New Employees

The District shall, as a part of the packet of materials furnished to new employees, provide each new employee with a copy of this Agreement. A dues authorization card will be provided to the new employee by CCA-LBCC. In addition, a CCA-LBCC representative and an Academic Senate representative will be invited to participate in new faculty orientation.

E. Dues Deductions

The District shall, each month (tenthly) during the life of this Agreement, honor any voluntarily executed Association payroll dues deduction requests submitted by faculty members. The District shall, within sixty (60) days after the close of each payroll cycle, deliver to the Association the proceeds of such voluntary payroll deductions, together with a list of faculty members and amounts deducted. Nothing contained in this Article shall prohibit a faculty member from paying Association dues or service fees directly to the Association. The District shall notify the Association if any faculty member revokes a payroll dues authorization.

F. Indemnity

The Association shall indemnify and hold the District harmless against any and all claims, demands, suits, judgments, or other actions arising from the above organizational security provisions, including but not limited to claims arising out of demands by the Association for termination of faculty members. The District shall not be liable to CCA-LBCC by reason of the requirements of this Article, except for the payment to CCA-LBCC of authorized dues deductions made from the wages earned by faculty members.

ARTICLE IV

MANAGEMENT RIGHTS

It is understood and agreed that the District has all the customary and usual rights, powers, functions and authority to discharge its obligations. Any of the rights, powers, or authority which the District had prior to the execution of this Agreement are retained except as those rights, powers, and functions or authority are specifically abridged or modified by this Agreement or by any supplement to this Agreement arrived at through the process of collective bargaining.

ARTICLE V
GRIEVANCE

A. Definitions

1. A Grievance is a formal allegation, oral or written, by a grievant that he/she has been adversely affected by a violation, misapplication, or misinterpretation of the specific provisions of this Agreement.
2. A Grievant must be a faculty member covered by the terms of this Agreement or CCA-LBCC.
3. A Day is defined as one of the days (Monday through Friday) that the District is open for business during the fall and spring semester, as covered by Article XI.A.
4. The Respondent is the lowest level of administration determined by the District as having the authority to adjust the complaint.
5. A Representative is a faculty member of the District who may be designated by the grievant to serve at any level of the grievance. The representative may be a member of the CCA-LBCC Grievance Committee. Absence from regular duties shall be granted without loss of salary to the grievant, respondent, and designated representative, if any, when such regular duties conflict with attendance at conferences or hearings with District personnel. The District shall, when requested, attempt to provide substitutes for the grievant, respondent, and representative.
6. The grievance form is the form upon which all formal grievances must be filed and upon which the decisions shall be rendered. It is the official record of the grievance, and will be made available to all parties.
7. Receipt of a grievance or receipt or return of the response to a grievance means any one of the following: giving the grievance or the response to the grievance in person to the grievant or respondent (or appropriate administrator), stamping the date and time at which the grievance or response to the grievance was received in the office of the grievant or respondent on the form (for proof of receipt of the grievance or response), or sending the grievance or response to the grievant via email with a copy to the CCA-LBCC grievance chair.

B. Miscellaneous

1. CCA-LBCC shall receive a copy of all documents, grievances, and appeals at the formal levels.
2. CCA-LBCC shall have the right to consult with and/or represent the grievant at any level of the grievance process.
3. Time limits may be modified by mutual agreement in writing between the parties.
4. Failure of the grievant to adhere to time limits set forth herein shall render any grievance null and void. Failure of the District to adhere to time limits set forth herein shall automatically send the grievance to the next level.
5. If, in any ten (10) day period, an administrator receives more than two (2) grievances, the administrator shall have the option of referring the overload to the next higher level.
6. No reprisals of any kind shall be taken by the Superintendent-President or by any member or representative of the administration or the Board of Trustees against any

aggrieved party, any party in interest, any member of CCA-LBCC, or any other participant in the grievance procedure by reason of such participation.

7. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

C. Informal Level of Grievance

1. Within twenty (20) days after the faculty member knew of the alleged violation, misapplication, or misinterpretation of the specific provisions of this Agreement, the grievant shall schedule a meeting to attempt to resolve the grievance by an informal conference with the respondent. At the time of the scheduling of the meeting, the grievant shall notify the respondent that the meeting will deal with a possible grievance, the nature of the grievance, and that this is the informal level of the grievance policy. When the respondent receives a request, he/she shall arrange a mutually convenient meeting time (within five [5] days) with the grievant to discuss the matter and attempt to resolve the complaint. If the grievant desires, he/she may have a faculty member present to assist. CCA-LBCC shall be notified and have the right to consult with the grievant and to be present at the meeting. The respondent may have a representative of the administration at this meeting. Both parties will make an earnest effort to settle complaints in this manner.
2. The grievant and respondent may mutually determine that the grievance be considered under the provisions of Article XX. Decisions reached by the Contract Administration Committee shall be binding on both parties.

D. Formal Level of Grievance

Level I: Within ten (10) days of the informal conference, should the grievance not be resolved, the grievant must present his/her grievance in writing on the grievance form to the respondent. Once the grievance is received, signed copies shall be given to Human Resources, the grievant, the respondent, and CCA-LBCC.

This statement of the Level I grievance shall be a clear, concise statement of the circumstances giving rise to the grievance, citation of the specific article, section, and paragraph of the Agreement that is alleged to have been violated, the decision rendered at the informal conference, and the specific remedy sought. The respondent shall return the form with his/her decision with rationale for the decision to the grievant in writing within ten (10) days after receipt of the written grievance, with signed copies to Human Resources, the grievant, the respondent, and CCA-LBCC.

Level II: If the grievant is not satisfied with the decision at Level I, he/she may, within ten (10) days of the receipt of the decision from Level I, appeal the decision on the grievance form to the appropriate vice president. This statement of the Level II grievance shall include a copy of the original grievance and appeal, the decisions rendered, and a clear, concise statement of the reasons for the appeal. A copy of the appeal and supporting documents shall be sent to Human Resources, the grievant, the appropriate vice president, and CCA-LBCC. The vice president shall return the form with his/her decision to the grievant, in writing, within ten (10) days after receiving the written appeal with signed copies to Human Resources, the grievant, the vice president, and CCA-LBCC.

Level III (MEDIATION): If the grievant is not satisfied with the decision at Level II, he/she may within ten (10) days of the receipt of the decision from Level II, appeal the decision on the grievance form. The grievant must submit this form, consisting of a written request for mediation of the grievance, to the Vice President, Human Resources. However, once a grievance passes beyond Level II, the grievance belongs to CCA-LBCC, not to the grievant; that is to say, CCA-LBCC must agree that the grievance be submitted to Level III. The request must include a copy of the original grievance and appeals, the decisions rendered, and a clear, concise statement of

the reasons for the appeal. A signed copy of the appeal shall be sent to Human Resources, Superintendent-President, CCA-LBCC, and the grievant. The Vice President, Human Resources shall within ten (10) days after receipt of the written request submit to the California State Mediation and Conciliation Service a request for the immediate services of a mediator. The mediator selected shall be jointly agreed to by CCA-LBCC and the District.

1. The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution of the grievance by means of the mediation process.
2. If a satisfactory resolution of the grievance is achieved by means of this mediation process, both parties to the grievance shall sign a written statement of the resolution to that effect, and thus waive the right of either party to further appeal of the grievance.
3. The mediator shall not have the authority to impose a settlement upon the parties.
4. In the event the grievance is not resolved by the parties at this level, the mediator may advise the parties of his/her recommendation to resolve the dispute, based upon an informal record created during the mediation session.

Level IV (BINDING ARBITRATION):

1. If the grievant is not satisfied with the outcome at Level III, the grievant may, within ten (10) days of the outcome of the mediation, submit a request in writing to CCA-LBCC for arbitration of the dispute. Within ten (10) days of the grievant's request for arbitration, CCA-LBCC shall inform the District of its intent as to whether or not the grievance will be arbitrated. At that point, the District and CCA-LBCC shall request that the California State Mediation and Conciliation Service supply a list of five (5) names of persons experienced in handling grievances in community colleges. Each party shall alternately strike a name until only one name remains. The order of the striking shall be determined by lot. The remaining person on the list shall be the arbitrator.
2. The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue submitted. If either party so requests, the arbitrator shall specifically rule upon the arbitrability of issues. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issue to be arbitrated by referring to the written grievance.
3. The District and CCA-LBCC agree that the jurisdiction and authority of the arbitrator and the decision rendered by the arbitrator will be confined exclusively to the interpretation of the express provision or provisions of this Agreement that are at issue. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement.
4. A hearing shall take place at which both parties shall have an opportunity to present their case orally, and separately, to the arbitrator. Written arguments may also be submitted. The arbitrator shall submit in writing to both parties his/her findings and decision, which shall be binding on the parties.
5. The fees and expenses of the arbitrator shall be shared equally by the District and CCA-LBCC. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.
6. By processing a grievance beyond Level III, except as provided by law, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this Article. The processing of a grievance beyond Level III shall constitute an express election on the part of the grievant that the grievance procedure is the chosen forum for resolving the issue contained in the grievance and that the grievant will not resort to any other forum or procedure for resolution of that issue.

ARTICLE VI

LEAVES

It is the responsibility of each faculty member to notify the appropriate administrative office of any and all absences from his/her assignment.

A. Association Leave

The Association shall have a total of seven (7) days paid leave annually, (not to be deducted from sick leave) for its representatives to utilize for local, state, or national conferences, or for conducting other business pertinent to Association affairs. These representatives shall be excused from teaching duties upon two (2) days advance notification to the appropriate dean by the Association President. CCA-LBCC shall provide the Vice President, Human Resources and all deans with a list of the names of the designated representatives. In accordance with Education Code §87768.5, if the purpose of the leave provided for in this section is for the purpose of enabling an employee to serve as an elected officer of CCA-LBCC or of any statewide or national public employee organization with which CCA-LBCC is affiliated, the District shall be reimbursed (within 10 days of the District's certification of payment of compensation to the employee representative) by CCA-LBCC for all compensation paid to any of its employees on account of the leave.

B. Bereavement Leave

Every faculty member shall be entitled to leave of absence for each occurrence of death of any member of the immediate family. "Immediate family" means mother, father, grandmother, or grandfather of the faculty member or the spouse/domestic partner of the faculty member, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law or grandchild of the faculty member, and stepson, stepdaughter, stepmother, stepfather, stepbrother, or stepsister of the faculty member, or any person living in the immediate household of the faculty member. This leave shall be paid and shall not be deducted from sick leave. The time allowed for bereavement leave shall be four (4) days, if travel of less than 250 miles one way is required, and six (6) days if travel of more than 250 miles one way is required.

C. Family Care Leave

1. Upon request, the Board of Trustees shall grant an unpaid leave of absence to any faculty member for a period of time of one (1) year for the purpose of rearing the faculty member's child/children (whether natural or adopted) or for the purpose of caring for ill or infirm member(s) of the faculty member's immediate family (as defined in Section B of this Article) provided that the employee submit the leave of absence request form to Human Resources at least thirty (30) days prior to the anticipated beginning date of the leave. Exceptions to this notice requirement may be granted by the Board of Trustees.
2. Additional leave for up to one (1) additional year may be granted upon the request of the employee if the request is made at least thirty (30) days prior to expiration of family care leave and if the original need persists. Exceptions to this notice requirement may be granted by the Board of Trustees.
3. If a family care leave is taken pursuant to this section by an academic employee after the employee has begun work in a given school year, service credit shall be granted for the balance of that year and then no service credit shall be granted for any subsequent year of unpaid leave.

D. Discretionary Leave

Every faculty member shall be entitled to one (1) day (non-cumulative) per fiscal year at full pay (not to be deducted from sick leave) for any purpose. Faculty members shall also receive two (2) additional discretionary days per fiscal year (a total of three [3]) not subtracted from sick leave.

These two (2) additional discretionary days shall only be taken on a day for which the District does not have to pay for a substitute. The appropriate department or school office must be notified at least twenty-four (24) hours in advance of the absence.

E. Statutory (Extended Illness) Leave

A faculty member who is absent from duty because of personal illness and who has exhausted his/her current and cumulative sick leave is eligible for partial payment of his/her regular salary for the ensuing five (5) school months at a rate of fifty percent (50%) of his/her regular salary.

F. Imminent Death Leave

Every faculty member shall be entitled to two (2) days (noncumulative) imminent death leave per fiscal year at full pay (not to be deducted from sick leave). This type of leave shall be authorized in case of accident or critical illness with death imminent for a member of the immediate family (immediate family defined in Section B of this Article).

G. Industrial Accident and Illness Leave

Faculty members who are absent from duty because of industrial injury or illness shall be allowed, for each injury or illness, full salary from the first day of absence to and including the last day of absence for the illness or injury, not to exceed sixty (60) working days paid leave in any one (1) fiscal year. Allowable leave under this Section shall not be accumulated from year to year. Additional paid leave time beyond the sixty (60) day limit may be granted at the discretion of the Board of Trustees.

H. Jury Leave

The District agrees to grant to faculty members called for jury duty in the manner provided by law, leave of absence without loss of pay for time the faculty member is required to perform jury duty during the faculty member's scheduled working hours. Faculty members called for jury duty must notify the District of service date(s) upon receiving said notice from officers of the court. The District shall pay the faculty member the difference, if any, between the faculty member's regular rate of pay and the amount received for jury duty, less meals, travel and parking allowances. Faculty members are required to return to work during any day in which they do not have to report to court. If the faculty member's contract assignment is in the evening, the faculty member may choose to have a substitute or shall receive hourly pay for that portion of his/her assignment that he/she teaches after completing a day of jury duty.

I. Pregnancy and Maternity Leave

1. Optional Unpaid Portion: The District may, upon application and approval, grant an unpaid pre-childbirth leave of absence to a pregnant faculty member prior to the time of qualifying for sick leave benefits.
2. Utilization of Sick Leave: During that period of time in which the faculty member is physically disabled and unable to perform her regular duties due to pregnancy, miscarriage, childbirth and recovery therefrom, as certified by her physician, she shall be permitted to utilize her accrued sick leave pursuant to Section M of this Article.

J. Personal Necessity Leave

All faculty members may use their accumulated sick leave, not to exceed six (6) days per fiscal year, for this leave.

Personal Necessity Leave shall be granted for any of the following situations:

1. Death of a member of the immediate family (immediate family defined in Section B of this Article) when the leave granted under Article VI.B., has been exhausted;

2. Accident involving the faculty member's person or property, or the person or property of a member of the immediate family, as defined in Section B of this Article;
3. Appearance as a witness under official order. Each date of necessary attendance under such an order, other than the date specified in a subpoena, shall be certified by the clerk or other authorized officer of a court or governmental jurisdiction. Although the faculty member shall be paid by the District during his/her appearance as a witness, any witness fees collected by the faculty member shall be remitted to the District. Faculty members may accept payments made by the court for mileage. This section does not apply to professional witnesses;
4. Illness in the immediate family of the faculty member, as defined in Section B of this Article;
5. Home protection in the event of a natural catastrophe such as severe storm, fire or earthquake;
6. Paternity;
7. Observance leave for certain religious holidays;
8. Appearance in any court or before any administrative tribunal as a litigant or party; and/or
9. For reasons of compelling personal importance (as per Education Code §87781.5). The faculty member must provide twenty-four (24) hours advance notice to the department/school office of the intention to use this provision.

K. Professional Development Leave

1. The Board of Trustees may grant a faculty member an unpaid leave of absence of up to one (1) year, renewable, for professional development which shall include, but not be limited to, additional schooling and/or training, participation in faculty exchange programs, involvement in research efforts, and acceptance of long-term assignments to other higher institutions, agencies, corporations, foundations or governments. The faculty member shall be allowed to keep any financial remuneration acquired during professional development leave, and shall be allowed to continue District-paid coverage under the fringe benefit insurance plan unless the leave employment provides comparable coverage. Neither the District nor the faculty member may make STRS contributions for this unpaid leave. In other words, service credit under STRS is not available under this leave.
2. Procedures and criteria for applying for and awarding such leave shall be the same as Sabbatical Leave (Section Q of this Article, excluding Q.2 and Q.3).

L. Retraining Leave

1. The Board of Trustees may grant an eligible faculty member a paid leave of absence with benefits equivalent to a maximum of two (2) consecutive semesters (fall-spring or spring-fall) for professional retraining, which is defined as training for the purpose of qualifying the faculty member to teach in a discipline other than that for which the individual is currently qualified at the time of application for such leave.
2. A faculty member will be considered eligible for a Retraining Leave if all these conditions are met:
 - a. In the judgment of the appropriate vice president, the faculty member is facing lay-off or reassignment within the next two years due to a reduction within the program in which the individual is currently teaching;

- b. The faculty member agrees to serve for a period of time equivalent to twice the length of the Retraining Leave;
 - c. The faculty member agrees to assume the costs related to the retraining, which shall be limited to course fees and supplies which would normally be required in a twenty-four (24) semester unit course of study at a California State University. If the costs of the proposed retraining will exceed this amount and the more costly retraining has been suggested by the faculty member, the faculty member will pay the excess costs. If more costly training is mandated by the District, the District will pay the excess costs.
- 3. The proposed retraining program, including the method of verification, will be designated by the Professional Retraining Committee, which shall consist of:
 - a. The faculty member to be professionally retrained;
 - b. The appropriate vice president(s). The chair will be the vice president from the area of the majority of the faculty member's previous assignment;
 - c. The appropriate instructional/area dean(s) or administrator;
 - d. The appropriate department head(s);
 - e. A representative of CCA-LBCC; and
 - f. A representative of the Academic Senate.
- 4. The number of Professional Retraining Leaves available in any given year will be subject to available resources.
- 5. The recommendation to grant a Retraining Leave will be made to the Board of Trustees by the Superintendent-President, on the advice of the Professional Retraining Committee.
- 6. Salary, benefits, retirement contributions, salary increases, and step and column increases as may apply for the standard academic year will continue to be paid to the faculty member while on Retraining Leave. The total employment earnings of the faculty member including grants, fellowships, retraining leave payments (but excluding investment income) shall not exceed the amount which would have been earned while on a 177-day assignment, plus six (6) hours overtime/overload during that assignment, unless additional earnings are fully disclosed in advance as a part of the leave application proposal. Should additional employment earnings, unknown at the time of the application proposal, become available during the course of the retraining leave, the faculty member shall report such earnings to the District and the District shall proportionately reduce the faculty member's compensation.
- 7. Fulfillment of Obligation
 - a. A faculty member shall not be considered as having completed leave requirements until the objectives of the retraining proposal have been completed, reviewed by the Professional Retraining Committee, and accepted by the Superintendent-President and the Board of Trustees. The faculty member shall provide written evidence of progress on a semester/quarter basis and completion of the leave requirements to the Professional Retraining Committee and to the Vice President, Human Resources no later than one (1) month following the end of each semester/quarter.

- b. Should the faculty member not return to the District, not serve the requisite term after returning from retraining, or otherwise fail to fulfill the obligations of the Retraining Leave, the faculty member shall repay the District the full amount received while on retraining leave, including fringe benefits and retirement contributions paid by the District. Should the faculty member return for only a portion of the required period, the repayment will be reduced proportionately. Repayment shall be waived by the District in the event that the failure by the faculty member to meet the obligations of the leave is caused by the death or physical or mental disability of the faculty member.

M. Sick Leave

Per the California Education Code, every faculty member shall be granted ten (10) days/eighty (80) hours sick leave at full pay per school year. Unused sick leave shall be accumulated from year to year. In addition, effective July 1, 2010, every faculty member shall be granted one (1) additional sick leave day per year. With respect to this additional day of sick leave, the parties agree that the District will have no responsibility to submit such sick leave to the State Teachers' Retirement System (STRS) if it is determined by STRS that this sick leave day is in excess of the maximum limitation for sick leave. In addition, the District is not responsible for ensuring that the additional day of sick leave is creditable or compensation earnable for purposes of retirement.

These provisions shall be governed by the following:

1. When a faculty member works less than a one hundred percent (100%) contract load, the amount of sick leave granted will be based on a proration of the actual time worked during the academic year.
2. Faculty members employed for overtime classes shall receive hourly sick leave credit at the rate of one (1) hour for every eighteen (18) hours paid.
3. During summer and winter session faculty members with classroom assignments shall receive hourly sick leave credit at the rate of one (1) hour for every eighteen (18) hours paid. Faculty members with non-classroom assignments shall receive hourly sick leave credit at the rate of one (1) hour for every twenty-six (26) hours paid.
4. Faculty members shall be entitled to draw upon their accumulated sick leave for absence due to illness or injury while serving beyond the contract year (summer intersession and winter inter session), upon exhaustion of their hourly overtime sick leave, if they elect to do so.
5. Faculty members on sick leave in excess of ten (10) consecutive days (not including personal necessity days) prior to returning to work may be required to produce a doctor's note authorizing return to work or may be required to secure medical clearance from a District-designated physician. The cost of the District-designated physician, if any, shall be borne by the District.
6. During the fall and spring semesters a faculty member who is absent for sick leave for a period of five (5) consecutive scheduled work days or less (regardless of the actual work days within that period) will be charged sick leave for the actual hours of absence on the day(s) of reported illness. Scheduled office hour(s) will be charged in a similar manner.

For Librarians, Instructional Specialists and Coordinators responsible for forty (40) hours per week, absences which exceed five (5) consecutive scheduled work days, the number of hours subtracted from a faculty member's sick leave, commencing on the sixth day of absence, shall be computed by the following formula:

$$H = \frac{8T}{3} \quad \text{where } H = \text{Hours subtracted and } T = \text{TU's missed.}$$

If part of a faculty member's load is release time, the total number of hours subtracted for release time missed shall be calculated as follows:

$$R = \frac{\%RT}{D} \times 40 \times \text{days missed where } R = \text{release time subtracted,}$$

RT = release time assigned, D = days worked/week

$$\text{Overall formula: } H = \frac{8T}{3} + R$$

Assumptions:

- a. Assume RT is divided equally over the days worked per week.
- b. For partial day absences, the amount of release time subtracted for that day equals R multiplied by the percentage missed of the teaching units assigned for that day.

For Instructors and Counselors responsible for forty-five (45) hours per week, absences which exceed five (5) consecutive scheduled work days, the number of hours subtracted from a faculty member's sick leave, commencing on the sixth day of absence, shall be computed by the following formula:

$$H = \frac{9T}{3} \quad \text{where } H = \text{Hours subtracted and } T = \text{TU's missed.}$$

If part of a faculty member's load is release time, the total number of hours subtracted for release time missed shall be calculated as follows:

$$R = \frac{\%RT}{D} \times 45 \times \text{days missed where } R = \text{release time subtracted,}$$

RT = release time assigned, D = days worked/week

$$\text{Overall formula: } H = \frac{9T}{3} + R$$

7. During the term of this Agreement, in addition to the eleven (11) days of sick leave provided for in this section, each faculty member is entitled to one (1) additional leave day each year entitled "Contract Illness Leave". This leave is not accruable from year to year, must be used in the year in which it is earned or will be lost on June 30 of that year and is not subject to STRS service credit. Once this Agreement expires on June 30, 2013, this leave shall not continue to be provided unless the parties specifically agree through subsequent negotiations to continue it.

N. Sick Leave Sharing

1. The intent of this provision is to assist faculty members who have serious health problems and have exhausted their sick leave and other fully paid leave. Faculty members may donate at any time up to a maximum of forty (40) hours of sick leave (regular monthly and/or hourly) per year in increments of no less than one (1) hour. This donation may be made to another specific faculty member or to the sick leave pool. The identity of the donor shall not be disclosed to the recipient. In addition, faculty members contemplating retirement may donate no more than forty (40) hours to the sick leave pool at the time of retirement.
2. The net effect of this donation will be to extend the total paid leave available for a faculty member receiving the sick leave donation. Faculty members receiving such a donation shall receive hour for hour credit, in paid status, for sick leave donated by other faculty members.
3. It is expressly understood that participation in the sick leave sharing plan is voluntary and shall require the written authorization of the faculty member. Faculty members voluntarily

participating in this program shall hold the District and CCA-LBCC harmless for any and all disputes arising out of this provision.

O. Leave Without Pay

Leaves of absence without pay may be granted to faculty members under contract for recuperation, rest and travel, military service (short-term military leave [Education Code §87832], with proper verification, is with pay), and such other reasons as are deemed sufficiently important by the Board of Trustees.

P. Parental Leave

A faculty member who is a natural or adopting parent shall be entitled to ten (10) days of paid leave, deducted from sick leave, for the purpose of caring for the needs of the child.

Q. Sabbatical Leave

1. Qualifications

An applicant for sabbatical leave must have rendered service in the District for at least six (6) years during the seven (7) years immediately preceding the sabbatical leave; and not more than one (1) sabbatical leave shall be granted in each seven (7) year period except as provided herein. Credit for one (1) year of service is earned when a faculty member has been compensated for fifty percent (50%) or more of a school year.

2. Duration

A sabbatical leave will be granted for one (1) semester or two (2) semesters taken consecutively or within a six (6) semester period. Once a sabbatical leave is granted by the Board of Trustees, it may not be terminated before the date of expiration, unless the District expressly agrees, or unless serious illness or disability during a sabbatical leave results in the faculty member's inability to fulfill the sabbatical leave obligations. In such circumstances, the faculty member must immediately so notify the chairperson of the Sabbatical Leave Committee. The faculty member shall then be permitted to use sick leave as provided in Section M, of this Article, to maintain his/her income with the use charged against the accrued sick leave balance on a pro-rata basis (i.e., if on seventy-five percent [75%] pay, the member's sick leave balance will be charged seventy-five percent [75%] per day.) Sabbatical leaves for librarians, instructional specialists and coordinators who work an eighteen (18) week semester shall be for a length of time equal to one or two eighteen (18) week semesters. If the faculty member on a 197-day schedule is approved for a two-semester sabbatical, compensation will be paid for sixty-six and two-thirds percent (66.67%) of a 177-day assignment. The faculty member on a 197-day schedule may choose to work (and be compensated in the normal manner) or not to work (and not be compensated for) the additional twenty (20) days of the extended year contract.

3. Compensation

- a. Compensation for a leave of two (2) consecutive semesters shall be 66.67 percent of the Schedule 1 salary which the faculty member would have received had he/she remained in active service. This compensation formula shall be utilized whether the faculty member is approved for sabbatical leave during two (2) consecutive semesters or two (2) non-consecutive semesters within six (6) semesters. Should the faculty member fail to take the second semester during the stated eligibility period of six (6) semesters, compensation for the semester of sabbatical leave shall not be adjusted. Compensation for a leave of one (1) semester shall be seventy-five percent (75%) of the Schedule 1 salary which the faculty member would have received had he/she remained in active service.

- b. While on sabbatical leave the total employment earnings by the faculty member (including grants and fellowships and sabbatical payments but excluding investment income) shall not exceed the amount which would have been earned while on a 177-day assignment plus six (6) hours overtime during that assignment for the District, unless the source(s) of additional employment earnings is fully disclosed in advance as a part of the leave proposal.
- c. While on sabbatical leave, the faculty member shall receive all fringe benefits. The faculty member will be responsible for paying his/her and the District's STRS contribution for the time in unpaid status if he/she wishes to receive a full semester's or full year's service credit. The faculty member must contact STRS for the procedure.
- d. A faculty member shall receive one-hundred percent (100%) compensation for a sabbatical leave of one (1) year's duration if he/she uses 10 TUs of banked load for that purpose.

4. Proposals

A sabbatical leave must benefit the District. It must be related to activities which will improve the instructional process, such as developing improved methods of instruction or services to students, programs or materials appropriate for use by other faculty, or preparing the faculty member to provide improved or alternative services to the District in specifically identified areas of District need. The faculty member must demonstrate in his/her proposal that the goals of the sabbatical leave can be completed within the time frame and circumstances of the requested leave. Should the faculty member's proposal include a request in non-consecutive semesters, it must be so stated with the scheduled semesters and an explanation of that action.

5. Process

The applicant's service records, application for leave, and the proposal shall be reviewed by a Sabbatical Leave Committee. This Committee shall be composed of two (2) District administrators and three (3) faculty members, one of which shall serve as Chairperson. The faculty members are to be appointed by CCA-LBCC for three (3) year terms or to complete the terms of members who resign or retire. These three (3) faculty members shall be from three (3) different departments and shall be tenured. The Committee shall screen the applications, establish criteria for determining an order of priority, establish an order of priority, and recommend the qualified proposals to the Superintendent-President and the Board of Trustees for approval. If the Board of Trustees rejects a proposed sabbatical application, the Board of Trustees shall so advise the applicant in writing, stating the reason(s) for its action.

6. Fulfillment of Obligation

- a. Within three (3) months of the faculty member's return to duty the following shall be submitted to the Sabbatical Leave Committee:
 - 1) All transcripts of work completed or a written report that shows how the objectives in the proposal were accomplished.
 - 2) A copy of any book or article written or compiled during the sabbatical leave, with a cover letter indicating the benefits to the College and community.
 - 3) Faculty members will summarize their sabbatical leaves through presentations to the Board of Trustees at scheduled Board meetings.

A faculty member shall not be considered as having completed sabbatical leave requirements until the objectives of the proposal have been completed, reviewed by the Sabbatical Leave Committee and accepted by the Superintendent-President and the Board of Trustees. Copies of sabbatical leave reports shall be kept on file in the library.

- b. The faculty member shall return to his/her previous assignment upon completion of the sabbatical leave, and then serve for a period of time equal to twice the length of the sabbatical.
 - c. Should the faculty member not return to the District, not serve the requisite term after returning or otherwise fail to fulfill his/her obligation as provided in 6.a. and 6.b. above, he/she shall repay the District the full amount received while on sabbatical, plus fringe benefits and retirement contributions paid by the District. Should the faculty member return for a portion of the required period, the repayment will be reduced proportionately. Repayment shall be waived by the District in the event that the failure by the faculty member to meet his/her obligations(s) is caused by the death or physical or mental disability of the faculty member.
7. The District supports the continuation of sabbaticals. However, the provision of sabbaticals each year is subject to available funding. The maximum number of sabbatical leaves which will be granted each year will depend upon funds provided in the annual budget. The District shall approve a minimum of one (1) sabbatical per academic year.

R. Professional Conference Leave

- 1. Definition: A professional conference is defined as a national, regional, state, or sectional meeting whose principal business is either community college instruction and/or support or the advancement of the discipline normally taught by the faculty member as part of the college curriculum. Not included in the above definition are:
 - a. Meetings where participants receive college credit.
 - b. Meetings that pay a salary or honorarium to participants.
 - c. Meetings which are promotional, lobbying or legislative in orientation.
 - d. Special interest meetings outside the scope of the definition.
 - e. Meetings of professional organizations whose interests are outside the scope of the faculty member's normal work assignment.
- 2. A faculty member with the approval of a student services dean, or upon the recommendation by the department head and appropriate area dean may use paid leave for the purpose of attending professional conferences. It shall be the faculty member's responsibility to arrange suitable coverage pursuant to Article XI.E.7. if substitutes are not otherwise available. Requests for this leave shall be processed by the District in a timely manner.
- 3. Other Paid Leave
 - a. The District may at any time request a faculty member to attend a professional conference. When such requests are made and the faculty member accepts, the District shall reimburse the faculty member for his/her expenses up to an agreed-upon limit. District-requested attendance at professional conferences shall be in addition to the leave provided by this section.

- b. Conference leaves of appropriate duration can be funded from sources other than the departmental or District conference accounts which have been approved by the appropriate vice president.
 - c. Any other conference may be approved by the appropriate vice president regardless of the source of funding.
4. The following reports are required within three (3) weeks following the conference.
- a. The faculty member shall file with the appropriate dean a typed summary report of conference outcomes and potential benefits to the District, and may include copies of papers presented during the conference. In the case of a District conference the report shall be filed with the administrator providing the budget for the conference.
 - b. If the District approval included coverage of expenses, the faculty member shall complete a District claim form, including receipts for registration fees, lodging, meals, and transportation, and file it with the appropriate dean in order to be reimbursed.

S. Short-Term Military Leave

- 1. Short-term military leave is defined as leave for temporary military duty ordered for purposes of scheduled reserve drill periods or for active military training, encampment, naval cruises, special exercises, or like activity.
- 2. District employees on short-term military leave shall receive their regular monthly and hourly salary, extra compensation, and fringe benefits while on such leave for the first thirty (30) calendar days of any such absence from their regular assignment in one (1) fiscal year. A faculty member shall receive the actual salary he/she would have received for this thirty (30) calendar day period of time.

T. Miscellaneous

- 1. At the expiration of a leave of absence, the faculty member shall, unless he/she agrees otherwise, be reinstated in the assignment held at the time of the granting of the leave of absence.
- 2. Annual Salary Step Increments: Employees on paid leave and Professional Development Leave shall have their leave time count as time served for purposes of salary step advancement. Faculty members on unpaid leaves (excluding Professional Development Leave) shall not have their leave time count as time served for purposes of salary step advancement. However, if a leave is taken pursuant to Section C of this Article, after the faculty member has begun work in a given school year, service credit shall be granted for the balance of that year, and then no service credit shall be granted for any subsequent year of unpaid leave. This provision, limiting salary service credit for faculty members on certain leaves, shall be prospective in effect; faculty members who, pursuant to prior policies, previously earned service credit while on leave shall not have their previous salary status affected.
- 3. While on paid leave or on less than thirty (30) calendar days of unpaid leave or on Professional Development Leave (Article VI.K.), the District shall provide all health and life insurance benefits for the faculty member and his/her enrolled dependents.
- 4. While on unpaid leave for more than thirty (30) calendar days, except as in Article VI.K., the faculty member shall be permitted to participate in District health insurance plans by paying the cost of the plans during the period of leave. Neither the District nor the faculty member may make STRS contributions for unpaid leaves of any length except for the

STRS pre-retirement reduced workload program (Article XIV.B) and sabbatical leaves (Article VI.Q).

5. Pursuant to Education Code §87775, the District and Board of Trustees shall be freed from any liability for payment of any compensation or damages provided by law for the death or injury of any faculty member when the death or injury occurs while the faculty member is on any leave of absence granted pursuant to this Article.
6. The Board of Trustees has the power to grant leaves of absence with pay to employees for other purposes or for other periods of time.

ARTICLE VII

FRINGE BENEFITS

A. Medical Insurance

1. The District shall provide health insurance for all faculty members and qualified dependents at a level of coverage which is at least equal to coverage effective July 1, 1993.
2. All faculty members hired after October 1, 1993 will be offered the California Care and Kaiser plans and Blue Cross PPO Plan.
3. The District shall consult with CCA-LBCC should it be necessary to make any change in health insurance carriers.
4. Effective July 1, 2008, the District agrees to contract with the Blue Cross PPO plan to increase the lifetime medical cap per employee from two million dollars (\$2,000,000) to five million dollars (\$5,000,000).

B. Dental Insurance

1. The District shall provide dental insurance for all faculty members and qualified dependents, at a level of coverage which is at least equal to coverage effective July 1, 1993.
2. The District shall consult with CCA-LBCC should it be necessary to make any change in dental insurance carriers.

C. Vision Insurance

1. The District shall provide vision insurance for all faculty members and qualified dependents, at a level of coverage which is at least equal to coverage effective July 1, 1993.
2. The District shall consult with CCA-LBCC should it be necessary to make any change in vision insurance carriers.

D. Contribution Towards Medical, Dental, Mental Health and Vision Insurance

1. Active Employees

Each employee and retiree (retiree as specified in D.2) will contribute 4% (single), 6% (two-party), or 8% (family) of each year's total health and welfare premiums. Such rates will remain the same at 4%, 6%, and 8% of the current year's premium in subsequent years if the following should occur:

The actual Unrestricted General Fund Ending Fund Balance is either equal to or greater than 20% of the Total Expenditures and Other Outgo as reported in the Annual Financial and Budget Report (CCFS-311) filed with the State Chancellor's Office in the fall semester of the current year.

2. Retirees

In accordance with Article XIV.C., faculty members who retire from the District under STRS or PERS with fifteen (15) or more years of service (i.e., they started in the employ of the District on or before June 30, 1993) qualify for District paid hospital/medical insurance. The parties agree that once they retire and start receiving retiree medical benefits, those faculty members will not be required to make the contributions described

ARTICLE VII – FRINGE BENEFITS

in the previous paragraph towards Medical Insurance. All other faculty, i.e., any faculty member hired on or after July 1, 1993, shall be required to make the agreed upon contribution (the dollar amount which is equivalent to four, six, and eight percent of the District's cost of the benefits per D.1 above) towards their Medical Insurance only upon retirement. These contributions do not apply to faculty who are retired as of June 30, 2008. Future retirees hired after July 1, 1993, shall pay the same percentage for medical insurance as active faculty.

E. Life Insurance

1. The District shall provide a \$100,000.00 life insurance plan for all faculty members, at District cost.
2. The District shall consult with CCA-LBCC should it be necessary to make any change in life insurance carriers.

F. The District shall extend Managed Health Network coverage provided to employees enrolled in the Blue Cross plan, to all employees in the California Care and Kaiser plans.

G. Continuation of Fringe Benefits

If, after fifteen (15) years of service, a faculty member dies while currently employed, the District shall, commencing with the date of the faculty member's death or the beginning of his/her unpaid disability leave, provide the benefits to the surviving spouse or domestic partner (that meets District eligibility) on the same basis as those provided in Article XIV.D. Application for such benefits must be made within 30 (thirty) days of the faculty members death and shall be governed by the eligibility criteria of the insurance carrier, provided that the surviving spouse or domestic partner was eligible for coverage under the original provision of the affected insurance plan.

H. Medicare Enrollment

Employees retiring after June 30, 2004 who are age 65 and over shall be required to enroll in and participate in Medicare Parts A and B as a condition of receiving the benefits contained in this Article VII – Fringe Benefits.

I. Wellness Program

The District and the CCA-LBCC agree conceptually to the value of an in-house Wellness Program.

J. Liability Insurance

The District shall provide self-insurance or a policy of liability insurance, pursuant to Education Code §72506, which shall cover faculty members within the course and scope of their assignment (including medical malpractice) subject to the provisions of the California Government Code.

K. Personal Enrichment Courses

Subject to the approval of the instructor, faculty members shall be permitted to attend courses, on a space available basis, for personal growth and enrichment. These courses shall not count toward advancement on the salary schedule.

L. Section 125 Flexible Benefit Plan

The District shall offer an IRS Section 125 Flexible Benefit Plan to all faculty members.

ARTICLE VIII

WORKING CONDITIONS

A. Offices

Faculty members shall be provided with an office at the campus where they have the majority of their assignment. Each faculty member shall be provided with a desk, desk chair, filing cabinet, side chair, and bookcase or book shelf. Each office shall be equipped with a telephone and telephone answering machine in good working order or voice mail, whichever the District can provide, and subject to available resources, a computer with Internet connections. Upon request, a faculty member will be provided with one lockable desk and file drawer. Faculty members shall have the option of an individually keyed office, if requested and approved by the appropriate dean, due to the nature of the equipment contained within the office. No one except a law enforcement officer searching for contraband or other illegal objects or substances or a court-appointed officer in the course of his/her official duties shall go through a faculty member's desk, files, or other materials without first obtaining the permission of the faculty members who are assigned to that office.

Classrooms, faculty offices, and public rooms will be adequately maintained and cleaned. The District will investigate complaints regarding improper maintenance of the facilities mentioned above and notify the complainant regarding the disposition of the complaint.

B. Clerical Support

All faculty members, through their department heads and through the coordination of the appropriate dean, shall receive clerical, and duplication support required by the faculty member in the course of the proper performance of his/her professional responsibilities. These services shall be subject to school/departmental budget limitations. Faculty service load agreement(s) will be prepared and submitted in a timely manner.

C. Meetings

Any meetings called by the District and involving faculty members shall be scheduled during one of the 177 days covered by Article XI.A at a time when a minimal number of classes are in session.

In the event of an emergency meeting or one involving required attendance, faculty members shall be excused from their job-related responsibilities for the duration of the meeting.

D. Health and Safety

1. Compliance: The District and faculty members shall conform to and comply with all health, safety, and sanitation rules and regulations included in District policy, governmental regulation or statute. Faculty members shall comply with directions from the District concerned specifically with health, safety, and sanitation, as long as those directions are reasonable and not arbitrary or capricious in nature. The District agrees to provide faculty members with safe working conditions including, but not limited to, properly maintained equipment and facilities with adequate lighting, ventilation, and security.

The District agrees that no faculty member shall suffer a loss of wages or benefits due to absence as a result of inadequate facilities, unsafe conditions or natural catastrophe.

2. No Retaliation: No faculty member shall be in any way retaliated against as a result of reporting any condition believed to be a violation of this Article.

3. Employee Responsibility: In the course of performing their normally assigned work, faculty members shall be alert to observe unsafe practices, equipment and conditions as

well as environmental conditions in their immediate area which represent health hazards and shall report such conditions to the appropriate dean or site administrator. In the event of the absence of the appropriate dean, or site administrator, the District agrees that faculty members shall promptly report such observations to the Director, District Facilities.

E. Mileage

1. Faculty members whose contract assignment requires them to travel for the benefit of the District shall be eligible for mileage, subject to the following rules and procedures.
 - a. Mileage reimbursement will be made for travel by eligible faculty members, upon submission of a claim, approved by the appropriate dean.
 - b. The mileage allowance shall be at the rate allowed by the Internal Revenue Service (IRS). If the mileage deduction allowance is changed by the IRS, the new rate shall be effective at the beginning of the District's fiscal year following the effective date of the IRS's revised mileage deduction allowance. No adjustments will be made for conference mileage claims submitted and paid prior to notification of rate increase by the Los Angeles County Superintendent of Schools.
 - c. Mileage reimbursement is not allowed for travel to and from the faculty member's residence to the work location.
 - d. When the trip is outside the District, prior approval must be received from the appropriate dean. When such a trip outside the District is to a city regularly serviced by scheduled airlines, reimbursement may not exceed the amount of economy class plane fare.
 - e. All faculty members authorized for mileage are required to have a valid California driver's license and the minimum property damage and public liability insurance as required by the State of California under the Financial Responsibility Act.
 - f. Where two (2) or more policies affording valid and collectible liability insurance apply to the same motor vehicle in an occurrence out of which a liability loss arises, it shall be conclusively presumed that the insurance afforded by that policy in which such motor vehicle is described or rated as an owned automobile shall be primary and the insurance afforded by any other policy shall be excess.
2. The District will provide unassigned, free parking to faculty members for the duration of this Agreement unless the Air Quality Management District or other authorized agency mandates paid parking.

ARTICLE IX

PERSONNEL FILES AND RECORDS

- A. “Personnel files” means all records contained in the faculty member’s official District electronic personnel file. There shall be only one (1) official personnel file for each faculty member; it shall be located in the Human Resources Office. No action may be taken against a faculty member on the basis of material other than that contained in the official personnel file.
- B. Personnel files shall be kept in confidence and shall be available for inspection (except for material exempted by statute) only by a faculty member, a representative of the Association (with the faculty member’s written authorization), the Superintendent-President, the Vice President, Human Resources, and appropriate administrators of the District when actually necessary in the proper administration of the District’s affairs or the supervision of a faculty member. The faculty member shall be notified within two (2) working days when an appropriate administrator has been granted access to his/her file.
- C. If access to, or copies of, personnel file data or any other employee records are granted to any other persons through legal process, the faculty member shall be so notified within two (2) working days after District compliance with the legal process.
- D. Any unsolicited material from outside of the faculty member’s line of supervision must be approved by the faculty member prior to the time of insertion in the personnel file.
- E. In the case of derogatory materials related to a faculty member’s assigned duties or professional responsibilities, such material shall not be entered in a faculty member’s personnel file unless and until the faculty member is given notice and an opportunity within fifteen (15) working days excluding leaves, holidays, or recess days to review, comment, and to have such comments attached to the material in question.
- F. A faculty member shall have the right to submit materials for placement in his/her personnel file if it is determined that the material is pertinent to his/her employment status. In the case of bulky items such as manuscripts or books, only a reference shall be placed in the file.

ARTICLE X

FACULTY EVALUATION

A. Introduction

1. This evaluation procedure will enable the Long Beach Community College District to meet the legal requirements of the Education Code for the evaluation of probationary and tenured faculty members. The District and CCA-LBCC have mutually agreed to the evaluation process and the evaluation forms. Copies are attached to the Master Agreement at Appendix E-1 through E-8.F for probationary faculty and Appendix E-9 through E-14 for tenured faculty. Copies are also available on the Human Resources Department intranet.
2. The evaluation system is based on the assumption that the faculty of the college are both professional and competent. It is intended to ensure the professional competence of the faculty and to ensure that every effort is made to assist and support these academic personnel to maintain a satisfactory level of performance of professional duties.
3. The evaluation procedure has been designed to provide a uniform process that is in accord with the principles of due process of law. The evaluation standards should be considered guidelines for the evaluation process rather than as an absolute measuring device. Evaluation and re-evaluation teams are expected to evaluate each evaluatee's qualifications as a whole, to exercise their best professional judgment in preparing their reports, and to present reports that have value to the evaluatee and to the District. The evaluation procedure is intended to be unbiased, data driven and primarily narrative based.
4. Evaluators are expected to base their judgments and their reports on general observation through normal contacts inside and outside of the classroom, conferences with supervising personnel and with the faculty member, and any documentation or other evidence submitted for evaluation purposes, as outlined in this Article.
5. The evaluation shall cover the period of time since the last evaluation or such period of time since the last evaluation should have taken place
6. All evaluation forms (probationary, tenure review, tenured and part-time) are available from the Human Resources Office.
7. No member of the tenure review committee or evaluation team shall be a "close relative" of the evaluatee (defined as spouse/partner, son, step-son, son-in-law, daughter, step-daughter, daughter-in-law, mother, step-mother, mother-in-law, father, step-father, father-in-law, brother, step-brother, brother-in-law, sister, step-sister, sister-in-law, grandmother, grandmother-in-law, grandfather, grandfather-in-law, grandchild of the employee, or any person living in the immediate household of the employee.)
8. All members of the tenure review committee shall support the diversity described in California Education Code §87663. Within thirty (30) days of the formation of the Tenure Review Committee (or a change in committee membership), if an evaluatee believes that the composition of his/her evaluation committee is not sufficiently diverse, he/she shall have the right to request that an additional tenured faculty member from the evaluatee's department or a closely related discipline be added to the committee. The selection of the additional member must be mutually agreed to between the evaluatee and the area dean/administrative supervisor. Any tenured faculty member so appointed shall receive hourly pay at his/her regular hourly rate or may count this service towards college service hours.

9. The current CCA-LBCC President is prohibited from serving as a member of any tenure review committee unless specifically agreed to by the Vice President of Human Resources or designee.

B. Definitions

1. Tenured faculty member -- is a permanent (regular) faculty member.
2. Probationary faculty member -- is a non-tenured (contract) faculty member who will serve a four-year probationary period, commencing with the fall term of the first academic year in which the probationary member serves at least seventy-five percent (75%) of the days considered a full-time assignment.
3. Peer evaluator – is a tenured faculty member serving on an evaluation committee.

C. Professional Standards

All faculty members shall be evaluated by means of these professional standards.

1. Professional Competence

- a. Demonstrates professional knowledge in his/her field of preparation/instruction during the performance of assigned duties.
- b. Communicates ideas, instructions, assignments, and other presentations effectively, clearly, and accurately.
- c. Knows and uses materials and delivery methods designed to achieve the objectives of the area of service assigned.
- d. Exercises prudent, reasonable, and impartial judgment in reaching decisions, resolving problems, and evaluating the work of others.
- e. Plans and organizes effectively the work involved in the assignment.

2. Professional Responsibilities

- a. Meets promptly and effectively all contractual obligations to the District, including but not limited to turning in attendance, grades, and other reports on time, developing and distributing a course syllabus in a timely manner, keeping office hours, and performing college service hours.
- b. Develops and utilizes effective pedagogical techniques (as applicable) in order to enhance the communication of ideas and promote optimal learning, critical thinking, and performance skills.
- c. Demonstrates, cultivates, and encourages courtesy, respect, and professionalism in relationships and learning environments with students, colleagues, staff members, and the community.
- d. Adherence to ethical standards and principles as per Administrative Regulation 3008 – Institutional Code of Ethics.
- e. Accepts responsibility in his/her assigned area for the development of the educational program of the District. This includes but is not limited to assisting in the development of the curriculum for the area of his/her assignment, reviewing and updating course outlines, as well as reviewing and updating the curriculum to meet timelines of the Curriculum Committee.

ARTICLE X – FACULTY EVALUATION

- f. Accepts and respects differences of opinion, attitudes, and procedures in professional matters on the part of students, faculty, classified staff, and administration as important to the development of an educational institution.
 - g. Demonstrates conscientious use, care, and protection of District property, supplies, and equipment.
3. Professional Activities
- a. Demonstrates interest in keeping current on issues and developments in his/her academic field.
 - b. Works cooperatively with students, faculty, and other members of the staff on matters of common interest and concern.
 - c. Evaluates own performance, seeks appropriate help when it is needed, and accepts constructive suggestions for improvement in the assignment.
 - d. Participates in and completes college service hours.
- D. The Tenure Review Process for Probationary Faculty Members
1. Statement of Philosophy
- a. Probationary employees shall be evaluated annually during the four-year probationary period. In the case of probationary faculty members hired initially in the spring semester, the annual evaluation process will commence in the succeeding fall semester.
 - b. Tenure review is the extension of the hiring process during which probationary faculty are integrated into the life of the College prior to becoming permanent members of the College community. The decision to grant tenure is as important as the initial employment decision.
 - c. A copy of the Master Agreement shall be made available to each new faculty member during the orientation period.
2. Tenure Review Committee
- a. Formation: The CCA-LBCC shall have the responsibility to notify the Human Resources Department of the names of the peer evaluators serving on the Tenure Review Committees.
 - b. Committee Composition
- The Tenure Review Committee shall consist of the following:
- 1) The tenured department head of the department in which the faculty member is being evaluated, or his/her tenured designee from that department, who shall chair the Committee.
 - a) In the case of areas where there is no department head, the chair of the Committee shall be as listed in Appendix B of the Master Agreement.
 - b) If the department head is a probationary faculty member, the chair of the Tenure Review Committee shall be appointed by CCA-LBCC from among the tenured faculty members of the probationary faculty member's primary department, and if that is

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not possible, from the tenured faculty members of a closely related discipline.

- c) If a probationary faculty member's assignment is split between two (2) departments, CCA and the District shall come to a mutual agreement as to what process will be utilized.
 - d) The positions listed in Appendix B do not fit within the parameters as cited in 2.b.1 above, therefore, the persons who have direct supervision over the positions listed in Appendix B will be designated as the Chair of the Tenure Review Committee. The Contract Administration Committee (Article XX) shall approve the evaluation chair if not covered under Appendix B. If the probationary faculty member has a concern about the assigned chair in Appendix B, the faculty member may request that the Contract Administration Committee review the assignment.
 - e) When the department head is a close relative (as defined in X.A.7) of the evaluatee or he/she is serving as President of CCA-LBCC, the Contract Administration Committee shall select the evaluation chair.
- 2) A tenured department member elected by the department or area in an election conducted by CCA-LBCC. If such an election is not possible due to the small size of the department or area, this member of the Committee shall be appointed from a closely related discipline by the CCA-LBCC.
 - 3) A tenured faculty member, preferably from the evaluatee's department or area, or if that is not possible, from a closely related discipline, appointed by the Academic Senate. When making its appointment to the Committee, the Academic Senate shall support the diversity envisioned by California Education Code §87663 by appointing a tenured faculty member from the evaluatee's department or school. If that is not possible, the Academic Senate shall appoint a tenured faculty member to the Committee from the college at large, but that appointment shall be made from a closely related discipline whenever possible.

If the Chair of the evaluatee's Tenure Review Committee is as listed in Appendix B, an additional tenured faculty evaluator shall be appointed to the Tenure Review Committee by CCA-LBCC. This tenured faculty evaluator shall be appointed from the evaluatee's area of assignment whenever possible; if that is not possible, he/she shall be appointed from a closely related area.

- 4) Area dean or a dean designated by the area vice president.
- 5) The probationary employee (the evaluatee) who is the subject of the tenure review process.

c. Participation and Voting

All members of the Tenure Review Committee, including the probationary faculty member, shall have the right to have his/her views heard by the Committee. The probationary faculty member shall be a nonvoting member of the Committee. The chair shall maintain within the evaluatee's tenure review file a record of all Committee actions. The tenure review file shall be maintained in a secured area in the departmental office. Tenure review files shall be accessible to Tenure

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Review Committee members, the appropriate Vice President, and the Superintendent-President.

d. Committee Service

Nothing in this section shall prevent a person from simultaneously serving on more than one Tenure Review Committee.

e. Term

Members of the Tenure Review Committee shall serve until the evaluatee has been either granted or denied tenure. This requires up to a four-year commitment by committee members. For this reason, those who anticipate a sabbatical or other extended leave of absence within the term of their committee should defer participation in tenure review until after said leave.

f. Compensation

The Tenure Review Committee Chair shall receive one (1) additional discretionary day (not subtracted from sick leave) per Tenure Review Committee per year, granted following the completion of the annual evaluation process.

g. Committee Member Resignation/Replacement

- 1) Upon receipt of a committee member's resignation, the CCA-LBCC shall implement a procedure which fills the vacant seat in the same manner as the original committee member had been selected.
- 2) The committee may require that the Academic Senate or CCA-LBCC replace any faculty committee member who misses one or more meetings or who, in the Committee's opinion, is otherwise not participating in the tenure review process. Replacement shall occur in the same manner by which the original appointment or election occurred.

3. Evaluations

a. The Evaluation Timeline

- 1) By the end of the first week of the semester, Human Resources will distribute a recommended timeline for the Tenure Review Committee to follow.
- 2) The Tenure Review Committee may adopt and/or modify the proposed timeline throughout the process as long as all Tenure Review Committee activities (with the exception of the Board of Review) are completed by the last day of the fall semester. Any subsequent modifications will be provided in writing to the evaluatee.

b. The Initial Evaluation Conference

- 1) The Tenure Review Committee shall conduct an Initial Evaluation Conference with the probationary faculty member for the purpose of discussing the evaluation timelines and procedures, the professional standards for evaluation, and evaluation forms (Appendix E-1 through E-8.F.).

The forms related to the evaluation process are provided in this Agreement beginning at Appendix E-1 and will be available online through the Human Resources intranet. The forms to be used in the evaluation of probationary faculty are:

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Appendix E-1:	Probationary Evaluation Checklist
Appendix E-2:	Probationary Faculty Observation Report
Appendix E-3:	Faculty Response to Student Evaluation Form
Appendix E-4:	Self-Evaluation Report: Probationary Faculty
Appendix E-5:	Committee Member Evaluation Worksheet
Appendix E-6:	Annual Evaluation Report for Probationary Faculty
Appendix E-7:	Recommendation Sheet: Probationary Faculty
Appendix E-8.A:	Student Evaluation of Classroom Faculty
Appendix E-8.B:	Student Evaluation of Counselor
Appendix E-8.C:	Student Evaluation of Librarian
Appendix E-8.D:	Student Evaluation of Instructional Specialist
Appendix E-8.E:	Student Evaluation of Clinical Faculty Nursing and Allied Health Program
Appendix E-8.F:	Student Evaluation of Online Teaching

- 2) At the Initial Evaluation Conference, dates for scheduled observations and the Annual Evaluation Conference will be established by the Committee and provided to the evaluatee, in writing, upon establishment.

c. The evaluation of probationary faculty members shall include: (1) evaluatee's self-evaluation report; (2) evaluation of professional competence; (3) evaluation of the evaluatee's ability and/or adherence in regards to professional responsibilities; (4) evaluation of the evaluatee's professional activities; and 5) student evaluations. This section shall not apply to faculty members with no student contact.

- 1) Self-Evaluation Report: Probationary Faculty (Appendix E-4)

The evaluatee shall complete a Self-Evaluation Report and present copies to all Committee members by the date that was established by the Tenure Review Committee during the Initial Evaluation Conference.

- 2) Student Evaluation (Appendices E-8.A, B, C, D, E, F)

- a) Process for Conducting Classroom Student Evaluations

Student evaluations shall be conducted in each of the classes being taught by the evaluatee during the fall semester. A member of the Tenure Review Committee shall meet with the evaluatee's class during the first twenty (20) minutes (unless otherwise agreed to by the evaluatee) of the designated class period for the purpose of distributing the appropriate student evaluation forms to all students in each class. The evaluatee shall not be present while student evaluations are being conducted. All the student evaluation forms will be collected by the Tenure Review Committee member, placed in an envelope identified with information about the section number and instructor and sealed. The member of the Tenure Review Committee that conducts the student evaluations will deliver the sealed envelope to the Chair of the Tenure Review Committee.

The Chair will provide a copy of the evaluation materials (without the written comments) to the evaluatee, and a copy of the evaluation materials (with the written comments) will be provided to each voting member of the Tenure Review Committee.

The area dean/administrative supervisor may have access to the student evaluations any time after they have been distributed to the Tenure Review Committee members.

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The original student evaluation forms shall be retained by the Chair of the Tenure Review Committee so that the evaluatee may have access to the original documents after the evaluatee has posted his/her grades for that class. The evaluatee is entitled to ask the Committee for a description of the written comments from the student evaluations prior to grades being posted.

b) Process for Conducting Student Evaluations for On-line Courses

Online evaluations will be sent to students registering in the course and returned to a designated District repository for collection purposes only.

Collected evaluations will be sent in a batch file directly to the committee chair for disbursement as outlined in Article X.D.3.c.2.a.

c) The student evaluation forms are provided at Appendices E-8.A, B, C, D, E and F.

d) There are separate forms to be used for both teaching and non-teaching faculty. The basic evaluation instrument appropriate for teaching shall be used in all classes, excluding overload classes and summer session classes, to which the faculty member is assigned. Departments may add questions to the basic instrument to satisfy their individual needs. If additional questions are added, they need to be approved by the Vice President of Human Resources or designee.

e) In the case of classes or services for the disabled, the student evaluation forms shall be distributed to all students that the probationary member meets on Monday and Tuesday, including night students. In such cases the student assistants may assist the students in filling out the evaluation forms.

f) In the case of English as a Second Language courses, the department may simplify the language on the form for better student understanding. Student evaluation forms may be translated into other languages where appropriate.

g) The evaluatee shall complete the Faculty Response to Student Evaluation Form (Appendix E-3) and present copies to all Committee members.

3) Evaluation of professional competence and Classroom/Worksite Observation:

a) Each Tenure Review Committee member shall conduct a classroom/worksite observation. This evaluation shall be conducted during the academic semester with the exception of counseling, which may observe probationary faculty during registration during the summer.

b) The classroom/worksite observation shall be concerned with professional performance, primarily teaching, counseling, librarian, or instructional specialist skills and knowledge related to their subject matter. Specifically, this evaluation shall be concerned with the faculty member's preparation, teaching

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and/or content delivery, use of a variety of delivery methods if appropriate, and supervision of instructional activities and classroom/worksite management as well as the criteria outlined in Article X.C.1. The primary basis for this evaluation is classroom visits or in the case of non-teaching faculty, observation of the faculty member's performance of assigned duties. Tenure Review Committee members shall document their observations in this and all steps of the evaluation procedure for use in the final evaluation.

- i) In the case of librarians, faculty members shall be observed while providing reference and other information assistance to students, faculty and staff; while giving class orientations and providing bibliographic instruction; and while performing various duties related to the faculty member's area of responsibility, such as automated services, cataloguing, and collection management.
 - ii) In the case of counselors, faculty members shall be observed while advising students in other non-confidential settings such as workshops or group advisement sessions. With the permission of the student, a counselor may be observed during an individual academic counseling session.
 - iii) In the case of instructional specialists, faculty members shall be observed teaching workshops, assessed in their ability to provide oversight and coordination to the Success Center, and (if applicable) providing instructional assistance to students.
- c) All members of the Tenure Review Committee are required to make one (1) scheduled and one (1) unscheduled classroom or worksite observation and complete a Probationary Faculty Observation Report (Appendix E-2) for each observation. Observations will be for a minimum of fifty (50) minutes each. Each evaluator may make one (1) additional scheduled or unscheduled observation. Observations shall be recorded on the Probationary Faculty Observation Report (Appendix E-2), discussed with the evaluatee, and submitted to the evaluatee and the Tenure Review Committee.

Faculty who are primarily non-teaching but who teach classes shall also be evaluated in those classes that they teach.

4) Evaluation of professional responsibilities and activities

- a) The Tenure Review Committee shall confer with the evaluatee's area dean/administrative supervisor regarding any factual information that may exist which allows committee members to evaluate the evaluatee's ability to meet the professional responsibilities. No information shall be provided by the area dean/administrative supervisor that the evaluatee has not been previously advised of and to which the evaluatee has had an opportunity to respond. The evaluation of professional responsibilities and activities shall include the criteria outlined in Article X.C.2-3, as well as any other factual data including, but not limited to, the following:

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- i) Timely submission of required grades, attendance, reports and other records
 - ii) Being present for scheduled hours of duty, including office hours where appropriate
 - iii) Evidence of completion of college service hours as reported by the faculty members self evaluation.
 - b) For all teaching faculty the evaluation of professional responsibilities shall also include:
 - i) Submission of a syllabus for each course that aligns course content to the course outline and includes:
 - Faculty contact information and office hours
 - Relevant course information
 - Grading standards
 - Attendance policy
 - TBA compliance
 - Description of the means by which the course is taught (lecture, laboratory, outside assignments, etc.)
 - ii) Evidence that written/critical thinking assignments are required, as set forth in the course outline
 - c) Evaluations may also include:
 - i) Participation in discipline-connected community service.
 - ii) Attendance and participation in meetings, conferences and conventions of professional associations related to the discipline.
 - iii) Involvement in an on-going program of reading/research to maintain proficiency and growth.
- d. The Tenure Review Committee Meeting
 - 1) Each member of the Committee shall have conducted and discussed his/her classroom observations with the evaluatee, completed Probationary Faculty Observation Report (Appendix E-2) for each observation, and completed his/her Committee Member Evaluation Worksheet (Appendix E-5) for presentation at the Tenure Review Committee meeting.
 - a) Each individual member of the Committee shall determine an overall rating for the evaluatee as outlined below:

Satisfactory (3)
Needs Improvement (2)
Unsatisfactory (1)
 - i) Each individual Committee member's rating shall be based upon the evaluator's overall assessment of the evaluatee's professional competency, ability to perform

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their professional responsibilities, evaluatee's self-report, and the student evaluations.

- ii) A Committee member's overall rating shall include but is not limited to: professional knowledge/competence, professional activities, character/ethics, student engagement, effectiveness in the classroom or worksite, adherence to policies/practices, interpersonal skills, student evaluations, participation within the department.
 - iii) Other items/issues may be considered by the evaluator as long as the evaluator deems the item/issue critical to the professional competency, expectations, and responsibilities of being a faculty member at Long Beach City College. This would require a written statement by the evaluator that makes a case for how the item/issue is critical to the professional competency, expectations, and responsibilities of being a faculty member at Long Beach City College. Such a statement must be in writing and shall be attached to their E-5 form.
- b) Appendix E-5 shall be signed and dated; no erasures shall be permitted. Copies of Appendix E-5 shall be maintained in the tenure review file.
 - c) The Tenure Review Committee (with the exception of the evaluatee) will hold a meeting in order to review and discuss each member's Evaluation Worksheet and the other documents pertaining to the evaluation process (Appendices E-1 through E-5). The Chair of the Tenure Review Committee will then tally the individual ratings on Appendix E-5, dividing the total number of points by the number of committee members (excluding the probationary faculty member evaluated), and record the overall rating on the Annual Evaluation Report for Probationary Faculty (Appendix E-6).

Overall rating scale:

Satisfactory	2.51 – 3.00
Needs Improvement	1.51 – 2.50
Unsatisfactory	1.00 – 1.50

The Committee may also provide Committee comments on Appendix E-6.

Each member of the Committee shall sign and date the Annual Evaluation Report for Probationary Faculty (Appendix E-6).

- d) At this Committee meeting, the Committee shall also complete the Annual Evaluation Report for Probationary Faculty (Appendix E-6), and the Recommendations Sheet: Probationary Faculty (Appendix E-7). Copies of all Probationary Faculty Observation Reports (Appendix E-2), Faculty Response to Student Evaluation Forms (Appendix E-3), Self-Evaluation Report: Probationary Faculty (Appendix E-4), and Committee Member Evaluation Worksheets (Appendix E-5) shall be attached to the Annual Evaluation Report for Probationary Faculty (Appendix E-6) and the Recommendation Sheet: Probationary Faculty (Appendix E-7).

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- e) The Committee may recommend that tenure be granted after completion of the annual evaluation process following any of the first four (4) years of employment.
 - f) The Board of Trustees may grant tenure following completion of the first, second or third probationary year.
- e. Annual Evaluation Conference
- 1) Tenure Review Committee shall conduct an Annual Evaluation Conference with the evaluatee. All members of the Tenure Review Committee, including the evaluatee, must be present at the Annual Evaluation Conference. The purpose of the Annual Evaluation Conference is to present and discuss the results of the evaluation process with the probationary employee.

The basis upon which a “Needs Improvement” or “Unsatisfactory” rating was made will be discussed and assessed at the Annual Evaluation Conference. If the evaluatee needs additional time to respond to items raised at the Annual Evaluation Conference, the Conference will be adjourned and reconvened within no more than five (5) working days.
 - 2) Within five (5) working days of the date of the Annual Evaluation Conference, the evaluatee may submit a written response to the Tenure Review Committee’s findings, which will be attached to Appendix E-7.
 - 3) All the Committee’s evaluation documents (Appendix E-1 through E-7), student evaluations (Appendix E-8), and the evaluatee’s response will be forwarded to the Human Resources Office for inclusion in the evaluatee’s personnel file. Copies of all tenure review documents will be maintained in the tenure review file until completion of the tenure review process, at which time these copies will be provided by the Committee Chair to the evaluatee.
- f. Procedure for “Needs Improvement” or “Unsatisfactory” Evaluation
- 1) If the overall rating is “Needs Improvement” at any time during the first three (3) years of probationary service, the Tenure Review Committee, in consultation with the evaluatee, shall develop a written improvement plan for the probationary faculty member. The plan must have identifiable objectives and include the timelines within which each objective is to be achieved. Determination by the Committee by majority vote that the improvement plan has not been satisfactorily implemented within the established timelines shall be grounds for an “Unsatisfactory” evaluation and a recommendation for non-renewal of employment.
 - 2) An “Unsatisfactory” evaluation shall be grounds for an immediate recommendation for non-renewal of employment in the first, second, or fourth year of probationary service. In addition, a “Needs Improvement” evaluation in the fourth year of employment shall be grounds for an immediate recommendation for non-renewal of employment.
 - 3) A “Needs Improvement” or “Unsatisfactory” evaluation in the third probationary year cannot result in an immediate recommendation for non-renewal of employment since the evaluatee will be serving under a two-year contract of employment. In case of either a “Needs Improvement” or “Unsatisfactory” evaluation in the third probationary year, a written improvement plan with specific assistance and support

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structure (as appropriate), in accordance with section f.1 (above) will be implemented.

- 4) A Board of Review will be convened if the overall rating on Appendix E-6 and E-7 is less than “Satisfactory”, utilizing the procedures outlined in Section 5, below.

4. Length of the Tenure Review Process

- a. If a probationary faculty member is working under his/her first contract, the Board of Trustees shall elect one of the following alternatives concerning continued employment:
 - 1) Not enter into a contract for the following academic year.
 - 2) Enter into a contract for the following academic year.
 - 3) Employ the probationary employee as a permanent employee for all subsequent academic years.
- b. If a probationary faculty member is working under his/her second contract, the Board of Trustees shall elect one of the following alternatives concerning continued employment:
 - 1) Not enter into a contract for the following academic year.
 - 2) Enter into a contract for the following two (2) academic years.
Note: the probationary faculty member will be evaluated each of the two (2) years in accordance with Article X.D.1.a.
 - 3) Employ the probationary employee as a permanent employee for all subsequent academic years.
- c. If a probationary faculty member is employed in the fourth full year of employment, the Board of Trustees shall elect one of the following alternatives concerning continued employment:
 - 1) Not employ the probationary faculty member as a permanent faculty member.
 - 2) Employ the probationary employee as a permanent faculty member for all subsequent academic years.

5. Board of Review for Probationary Faculty Members

- a. If the overall rating on Appendix E-6 and E-7 at any time during the tenure review process is less than “Satisfactory”, the Chair of the Tenure Review Committee shall immediately advise the evaluatee and the administrator/dean serving on the Tenure Review Committee shall immediately notify the Vice President of Human Resources of the need for a Board of Review.
- b. The Board of Review shall be composed of the appropriate Vice President or designee and the CCA-LBCC President or designee. The Board of Review shall be chaired by a third party acceptable to the other two. No member of the Board of Review shall have served on the Tenure Review Committee that submitted the evaluation in question.
- c. The Board of Review has the responsibility to review the tenure review process. It shall determine whether the tenure review process was carried out in

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accordance with the procedures outlined in this Article and does not substitute its judgment for the Tenure Review Committee. In this regard, the Board of Review makes no judgment on the merits of the evaluation. If, in making the decision regarding tenure, the tenure review committee, any of its members or the Board of Review takes an action or engages in any conduct which is a non-substantive procedural error, such errors will not exclusively cause the decision to be disturbed.

The parties recognize that there are many deadlines and procedural requirements in the process and that peers are involved in the process. While the parties expect the process to be followed as written, they recognize that a non-substantive procedural error could occur but may not require a change in the result. A "substantive error", described as one which, if not made could have changed the result, is subject to the remedies of California Education Code §87610.1 per the arbitrator's decision.

The Board of Review shall meet as often as its members decide by majority vote to be necessary in order to reach their findings by February 15. If meetings conflict with the class assignments of the Board of Review members or the evaluatee, classroom substitutes shall be provided by the District. The evaluatee shall be notified by the Chair of the Board of Review as to all scheduled meetings of the Board of Review. Though the evaluatee is invited, he/she is not required to attend. All decisions made by the Board of Review shall be determined by majority vote and signed immediately by all members who are in agreement. Any minority reports shall be signed at the same time.

- d. The advisory findings of the Board of Review shall be submitted to the Vice President of Human Resources, within two (2) working days of the last meeting of the Board of Review. The Board of Review findings shall be attached to the Recommendation Sheet: Probationary Faculty (Appendix E-7) for consideration by the Vice President of Human Resources and the Superintendent-President.
- e. The Superintendent-President shall forward his/her recommendation for action to the Board of Trustees along with the recommendation of the Tenure Review Committee (as specified in 5.d. above).

6. Granting of Tenure

a. Degree Requirements for Tenure

The Board may grant tenure to faculty members who do not meet the minimum degree requirement for tenure specified in the Education Code if both the following are met:

- 1) The Board determines that rare and compelling reasons exist justifying the action.
- 2) The process by which the Board reaches the determination has been developed and agreed upon jointly by representatives of the Board and the Academic Senate, and approved by the Board.

b. Tenure Denial

- 1) The Board of Trustees may deny tenure to probationary faculty members after consideration of the recommendations of the Tenure Review Committee, the findings of the Board of Review and the recommendation of the Superintendent-President.

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- 2) Should the probationary faculty member be served with a Notice of Non-Renewal, then the probationary faculty member shall have twenty (20) calendar days to file a request for a hearing in the office of the Vice President of Human Resources.
- 3) If a hearing is requested by the probationary faculty member, the Vice President of Human Resources shall notify the CCA-LBCC President personally of the date, time and place of the hearing, confirmed in writing, at least five (5) calendar days in advance of the hearing.

E. The Evaluation Process for Tenured Faculty Members

1. The list of tenured faculty members to be evaluated shall be provided by the Human Resources Department to the CCA President, Academic Senate President, Evaluatee, department chairs and deans. Once the list has been received, the department chair shall submit to the Vice President of Human Resources and the dean the list of the evaluation team members for each tenured faculty member to be evaluated that year (see Section E.3, below, for the membership of the Evaluation Team).
 - a. Tenured faculty members shall be evaluated at least once in every three (3) years.
 - b. When a probationary faculty member becomes a tenured faculty member at the conclusion of the probationary period, that faculty member will be scheduled for the next regular evaluation in the second full year following the probationary period.
 - c. Tenured faculty members will be scheduled for evaluation every third year unless evaluated again due to an “Unsatisfactory” or “Needs Improvement” evaluation. If a faculty member is on a leave of absence at the time of his/her regular evaluation cycle, he/she will be evaluated in the first year following the termination of the leave of absence.
 - d. If a tenured faculty member is not evaluated in a given academic year, the faculty member’s evaluation shall be continued and completed in the following academic year.
2. If a faculty member has an assignment in more than one department, CCA and the District shall come to a mutual agreement as to what process will be utilized.
3. The Evaluation Team shall consist of the following members:
 - a. The evaluatee (as a nonvoting member).
 - b. Evaluation Team Chair – The Evaluation Team Chair shall be the tenured department head or tenured designee.
 - 1) In the case of a department chair’s evaluation as a faculty member, the immediate line administrator shall serve as Chair of the Evaluation Team.
 - 2) The positions listed in Appendix B do not fit within the parameters as cited in X.E.3.b., therefore, the person who has direct supervision over the position will be designated as the Chair of the Evaluation Team.
 - 3) If the faculty member has a concern about the assigned chair in Appendix B, the faculty member may request that the Contract Administration Committee review the assignment.

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- 4) The Contract Administration Committee (Article XX) shall approve the Evaluation Team chair if not covered under Appendix B or E.3.b below.
 - 5) If the department head is a probationary faculty member, the chair of the Evaluation Committee shall be appointed by CCA-LBCC from among the tenured faculty members of the evaluatee's department, and if that is not possible, from the tenured faculty members of a closely related discipline.
- c. One (1) tenured department member in the evaluatee's department or area of specialization (and if that is not possible, from a closely related discipline) selected by the Academic Senate. If the evaluatee objects to the selection on the basis of bias, the evaluatee shall present in writing the basis for the contention of bias. The written document shall then be submitted to the Evaluation Team Chair and the area dean/administrative supervisor for consideration and a determination as to whether or not a replacement is warranted. The decision as to whether or not a replacement is warranted shall be determined through mutual agreement by the Evaluation Team Chair and the area dean/administrative supervisor. If a request for a replacement is mutually approved, the Evaluation Team Chair shall notify the Academic Senate that a replacement is needed.
- In the event that the person serving as Evaluation Team Chair is the area dean/administrative supervisor, the CCA President and the Evaluation Team Chair shall decide whether a replacement is appropriate.
- d. One (1) tenured evaluator in the evaluatee's department or area of specialization selected by CCA-LBCC President.
4. When the department head is a close relative (as defined in X.A.7.) of the evaluatee, the appropriate dean shall convene a team composed of:
- a. The evaluatee (as a nonvoting member).
 - b. Two (2) tenured faculty members selected by the Academic Senate from his/her department or area of specialization.
 - c. One (1) tenured faculty member from the evaluatee's department or area of specialization selected by the CCA-LBCC President.
 - d. A tenured department head selected by the appropriate dean from the evaluatee's school who shall serve as chair (as a nonvoting member).
5. Duties of the Evaluation Team
- a. The evaluation of tenured faculty shall include:
 - Appendix E-8.A: Student Evaluation of Classroom Faculty
 - Appendix E-8.B: Student Evaluation of Counselor
 - Appendix E-8.C: Student Evaluation of Librarian
 - Appendix E-8.D: Student Evaluation of Instructional Specialist
 - Appendix E-8.E: Student Evaluation of Clinical Faculty Nursing and Allied Health Program
 - Appendix E-8.F: Student Evaluation of Online Teaching
 - Appendix E-9: Tenured Faculty Evaluation Checklist
 - Appendix E-10: Self-Evaluation Report: Tenured Faculty
 - Appendix E-11: Peer Observation Report (one by each peer evaluator)
 - Appendix E-12: Faculty Response to Student Evaluation
 - Dean's job-related written evaluation comments (when provided)
 - Appendix E-13: Committee Member Evaluation Worksheet

Appendix E-14: Annual Evaluation Report for Tenured Faculty

The evaluation forms are provided in this Agreement beginning at Appendix E-8 and will be available online through the Human Resources intranet.

- b. The Evaluation Team shall conduct a meeting with the evaluatee for the purpose of discussing the evaluation process and procedures, and reviewing Appendices E-8 through E-14, and Dean's job-related written evaluation comments (when provided).
- c. During the course of the evaluation process, the Evaluation Team shall meet as often as the members decide by majority vote to be necessary.
- d. All meetings of the Evaluation Team shall include the evaluatee.
- e. The faculty member shall, on request or if he/she desires, submit to the Evaluation Team information of a professional nature regarding his/her performance. Other members of the Evaluation Team may also submit such information.
- f. Each member of the Evaluation Team shall individually determine an overall rating on Appendix E-13 for the evaluatee on a three-point scale prior to the Annual Evaluation Conference:

Satisfactory (3)
Needs Improvement (2)
Unsatisfactory (1)
- g. Appendix E-13 shall be completed, signed (no erasures shall be permitted) and dated by each evaluator prior to the Annual Evaluation Conference.

6. Professional Standards

All faculty members shall be evaluated by means of the professional standards listed in Article X.C. The area dean/administrative supervisor may provide to the Evaluation Team Chair a written statement from the area dean/administrative supervisor that speaks to any factual evidence that exists related to an assessment of the evaluatee's adherence to their professional responsibilities. This document shall be distributed to all members of the Evaluation Team (if provided) and shall be taken into consideration by each committee member in their overall assessment of the evaluatee. No information shall be provided to the Evaluation Team by the area dean/administrative supervisor that the evaluatee has not been previously advised of and to which with the evaluatee has had an opportunity to respond.

7. Student Evaluation of Tenured Faculty

- a. The student evaluation process of tenured faculty member(s) shall be initiated every three (3) years during the evaluation cycle for all scheduled sections. Student evaluations will be considered as a part of the process for evaluating tenured faculty members.
- b. Each department shall develop its individual student evaluation instrument, with all faculty member(s) in that department having the opportunity for input into the content of the instrument. Each department will file a copy of the document with the Academic Senate and the appropriate Vice President.
- c. A member of the Evaluation Team (not the evaluatee) shall distribute the appropriate student evaluation forms to all students in each class and leave the classroom while the student evaluation is being completed. All the student

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evaluation forms will be collected by the Evaluation Team member in each class, placed in an envelope identified with information about the section number and instructor, sealed and returned to the Chair of the Evaluation Team for distribution to the Team members in accordance with Article X.D.3.c.2.

- d. Faculty members are encouraged to conduct his/her own student evaluations on an ongoing basis. Nothing in this section shall prevent a faculty member from conducting such evaluations.
- e. Nothing in this section shall be interpreted to prevent any department or area of the College from conducting general evaluations of its services, provided such evaluations do not identify specific faculty members and are non-punitive.
- f. Student Evaluation (Appendices E-8.A, B, C, D, E, F)

1) Process for Conducting Classroom Student Evaluations

Student evaluations shall be conducted in at least three (3) of the classes being taught by the evaluatee during the fall semester. A member of the Evaluation Team shall meet with the evaluatee's class during the first twenty (20) minutes of the designated class period for the purpose of distributing the appropriate student evaluation forms to all students in each class. The evaluatee shall not be present while student evaluations are being conducted. All the student evaluation forms will be collected by the Evaluation Team member, placed in an envelope identified with information about the section number and instructor and sealed. The member of the Evaluation Team that conducts the student evaluations will deliver the sealed envelope to the Chair of the Evaluation Team who will then have both the ratings and comments compiled into a single separate document to ensure confidentiality that will then be distributed to the Evaluation Team with a copy to the evaluatee. The original student evaluation forms shall be retained by the Chair of the Evaluation Team so that the evaluatee may have access to the original documents after the evaluatee has posted his/her grades for that class.

The area dean/administrative supervisor may have access to the student evaluations any time after they have been distributed to the Evaluation Team members.

2) Process for Conducting Student Evaluations for On-line Courses

Online evaluations will be sent to students registering in the course and returned to a designated District repository for collection purposes only.

Collected evaluations will be sent in a batch file directly to the Evaluation Team chair for disbursement as outlined in Article X.D.3.c.2.a.

8. Annual Evaluation Conference

The Evaluation Team will meet with the evaluatee to conduct the Annual Evaluation Conference.

- a. The Evaluation Team will receive input from the evaluatee and discuss Appendix E-10 through Appendix E-13, classroom/worksites observations, the student evaluations, and the dean's job-related written evaluation comments (when provided).
- b. The Evaluation Team Chair will tally the ratings on each Appendix E-13, dividing the total number of points by the number of Evaluation Team members

(excluding the faculty member evaluated) in order to determine the final rating on the Annual Evaluation Report (Appendix E-14).

Overall rating scale:

2.50 – 3.00	Satisfactory
1.50 – 2.49	Needs Improvement
1.00 – 1.49	Unsatisfactory

- c. A “Final Rating” of “Satisfactory” on the Annual Evaluation Report (Appendix E-14) shall not be given unless the evaluatee presents a listing of activities for college service hours and in the case of teaching faculty, evidence that written/critical thinking and/or demonstration/critical thinking assignments are required, as set forth in the course outline. In addition, examples of his/her course syllabus and curriculum review activities (if appropriate) must be provided.
- d. The Evaluation Team shall complete the Annual Evaluation Report (Appendix E-14) by May 22.
- e. In the case of the Vocational Nursing Department, all evaluation instruments shall be submitted to the Program Director, who shall then submit them to the dean.

9. Evaluation Ratings

- a. If the “Final Rating” is “Satisfactory”, no other meeting is necessary.
- b. “Unsatisfactory” and “Needs Improvement” ratings require written substantiation. If the evaluatee receives a “Needs Improvement” or an “Unsatisfactory” evaluation, he/she may have a CCA-LBCC representative present at any Evaluation Team meetings concerning his/her current evaluation or re-evaluation if he/she chooses. The role of the CCA-LBCC representative shall be limited to ensuring that the procedures regarding the evaluation process outlined in this Agreement be followed, and that due process be awarded the evaluatee.
- c. When a faculty member receives a “Needs Improvement” evaluation, the Evaluation Team in consultation with the evaluatee shall prepare a plan for improvement. The plan must have identifiable objectives and include the timelines within which each objective is to be achieved. The plan will be attached to the final evaluation report and will be used as part of the next regular evaluation of the faculty member. Determination by the Evaluation Team, by majority vote, that the improvement plan has not been satisfactorily implemented within the established timelines shall be grounds for an “Unsatisfactory” evaluation. If a faculty member receives a “Needs Improvement” evaluation, he/she may have a CCA-LBCC representative present at any future Evaluation Team meetings concerning his/her current or next regular evaluation if he/she chooses. The role of this CCA-LBCC representative shall be limited to ensuring that the procedures regarding the evaluation process outlined in this Agreement are followed and that due process be awarded the evaluatee. Faculty members who have received a “Needs Improvement” evaluation shall have their next regular evaluation in one (1) year. The Evaluation Team shall remain the same if at all possible.
- d. If a majority of the Evaluation Team agrees upon a final rating of “Unsatisfactory” at the conclusion of the evaluation process, the Evaluation Team shall immediately advise the evaluatee and the Vice President of Human Resources of the need for a Board of Review (X.F).

- e. The original completed E-9, E-10 and E-14 forms shall be submitted to the Human Resources Department for inclusion in the evaluatee's personnel file, as well as the completed student evaluation forms, if requested by the evaluatee. The evaluatee shall have the opportunity to respond within ten (10) working days to the Annual Evaluation Report. This response shall be attached to the Annual Evaluation Report and placed in the evaluatee's personnel file. Copies of all evaluation materials, documentation, reports, and recommendations that are forwarded to the Vice President of Human Resources shall be given to the evaluatee.

F. Board of Review for Tenured Faculty Members

- 1. The Board of Review shall be composed of the appropriate Vice President or designee and the CCA-LBCC President or designee. The Board of Review shall be chaired by a third party acceptable to the other two. No member of the Board of Review shall have served on the Evaluation Team or re-evaluation team that submitted the evaluation or re-evaluation in question.
- 2. The Board of Review has the responsibility to review the evaluation process. It shall determine whether the evaluation or re-evaluation process was conducted in accordance with the procedures outlined in this Article. The Board of Review shall meet within ten (10) days of formation and as often as the members decide by majority vote to be necessary. Meetings of the Board of Review shall be held at times when all participants can be present. If meetings cannot be scheduled without conflicting with the class assignments of the Board of Review members or the evaluatee, classroom substitutes shall be provided by the District. The evaluatee shall be present at all meetings of the Board of Review unless he/she declines to do so. All decisions made by the Board of Review shall be determined by majority vote of the members of the Board of Review and signed immediately by all members who are in agreement. Any minority reports shall be signed at the same time.
- 3. The findings of the Board of Review shall be submitted to the Vice President of Human Resources within three (3) working days of the last meeting of the Board of Review.
 - a. If the Board of Review finds that the evaluation or re-evaluation was not conducted in accordance with the procedures of this Article, the matter should be submitted to the Vice President of Human Resources or his/her designee. If that person finds the error(s) to be substantive, i.e., that the evaluation may have been significantly different than what the committee produced, then the evaluation should be declared invalid and the evaluatee shall be evaluated or re-evaluated in the academic year following the academic year in which the Board of Review made its finding. However, if the error(s) are determined to not be substantive (as described above), the evaluation shall stand, but the errors will be noted on an attachment to the evaluation by the Vice President of Human Resources or his/her designee." In addition, if the Vice President of Human Resources or designee determines that the errors can be corrected, he/she has discretion to direct that they be corrected.
 - b. If the Board of Review finds that the evaluation or re-evaluation was conducted in accordance with the procedures outlined in this Article, one of the following shall occur:
 - 1) In the case of an "annual evaluation", the re-evaluation shall be conducted the following semester.
 - 2) In the case of a "re-evaluation", the Vice President of Human Resources shall forward all findings, recommendations, statements, and reports prepared by the Evaluation Team, the re-evaluation team, and the findings of both Boards of Review, to the Superintendent-President.

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Copies of these materials shall be given to the evaluatee immediately and copies shall be retained in the files of the Human Resources Office.

- c. The Superintendent-President shall forward his/her recommendation for action to the Board of Trustees along with the Evaluation Team's recommendation.
 4. If a dismissal hearing is held, the Vice President of Human Resources shall notify the CCA-LBCC President of the date, time and place of the hearing, by email at least five (5) working days in advance of the hearing.
 5. If the employee is not dismissed, then all findings, recommendations, statements, and reports and all copies of such held by the Evaluation Team, re-evaluation team and the Boards of Review shall be forwarded to the Vice President of Human Resources, who shall seal the documents and place them in the employee's personnel file.
- G. Process in the Case of an Unsatisfactory Rating of a Tenured Faculty Member
1. Whenever the Evaluation Team reports a "Final Rating" of "Unsatisfactory" on the Annual Evaluation Report for Tenured Faculty (Appendix E-14) and the Board of Review has found that the evaluation was conducted in accordance with the procedures outlined in this Article, the re-evaluation process shall be implemented in the following fall semester. The purpose of the re-evaluation process is for the Evaluation Team in consultation with the evaluatee to develop and implement a plan for improvement in the area or areas of deficiency noted by the Evaluation Team, to assist the evaluatee to make improvements, and to evaluate the evaluatee's performance under the plan. This process requires the formation of a re-evaluation team.
 2. The re-evaluation team is an augmented evaluation team, chaired by the appropriate dean. In order to form this team there will be an immediate selection of two (2) additional tenured faculty members from the evaluatee's department or area of specialization to serve as advisors to the evaluatee. One of the advisors shall be selected by the Academic Senate and the other by the evaluatee's department chair. If there is an insufficient number of tenured faculty members in the evaluatee's department or area of specialization, then these advisors shall be selected from outside the evaluatee's department or area of specialization, but from a related discipline whenever possible. The two (2) advisors shall be added as voting members to the original evaluation team for the re-evaluation process. The re-evaluation team shall meet as often as the members decide by majority vote to be necessary. All meetings of the re-evaluation team shall include the evaluatee.
 3. The Evaluation Team in consultation with the evaluatee shall develop and submit an improvement plan to the re-evaluation team.
 4. Implementation of the improvement plan will occur during the fall semester. The evaluatee shall submit to the re-evaluation team a new Self-Evaluation Report: Tenured Faculty (Appendix E-10).
 5. The re-evaluation of the evaluatee's performance shall be completed by the end of the fall semester. Any evidence that could lead to an "Unsatisfactory" rating of the evaluatee by the re-evaluation team shall be submitted in writing by the re-evaluation team members.
 6. Each member of the re-evaluation team, with the exception of the evaluatee, shall individually prepare a new Peer Observation Report (Appendix E-11) and a new Committee Member Evaluation Worksheet (Appendix E-13) and submit them to the Evaluation Team Chair for use in the preparation of a new Annual Evaluation Report for Tenured Faculty (Appendix E-14). All decisions and recommendations by the re-evaluation team shall be determined by majority vote and signed immediately by all members who are in agreement. Any minority reports and recommendations shall be signed at the same time.

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7. When a majority of the re-evaluation team agrees upon a final rating of “Unsatisfactory” at the conclusion of the re-evaluation process, each member of the team with the exception of the evaluatee shall append to his/her Committee member Evaluation Worksheet (Appendix E-13) a signed written statement giving the reasons and supporting evidence for the ratings assigned.
 - a. A Board of Review will be convened if the overall rating on the new Annual Evaluation Report (Appendix E-14) is less than “Satisfactory”, utilizing the procedures outlined in Section F, above.
 - b. All evaluation documents, majority and minority reports shall be appended to the new Annual Evaluation Report (Appendix E-14). The evaluatee shall receive copies of these materials at the time that the Annual Evaluation Report is signed. The Annual Evaluation Report and all materials appended to it shall be forwarded by the re-evaluation team chair to the Vice President of Human Resources for filing in the faculty member’s personnel file. The evaluatee shall be given a period of ten (10) working days in which to submit a response to the Vice President of Human Resources.

- H. This Article is not subject to the Grievance Procedure as outlined in Article V. However, should CCA-LBCC become aware that a procedural error has occurred during the process (or within thirty [30] days of the conclusion of the process), it will submit the procedural error in writing to the Vice President of Human Resources or designee who shall have the responsibility of evaluating whether or not an error has occurred and, if so, determining an appropriate resolution both for the particular error and prospectively

ARTICLE XI

HOURS OF EMPLOYMENT/SERVICE LOAD

A. Days of Service in an Academic Year

The standard contract year is one hundred seventy-seven (177) days of service, to include one hundred seventy-five (175) days of instruction and two (2) duty days: College Day and Graduation Day, as designated by the Board of Trustees adopted official calendar.

New faculty members may be required to work up to three (3) additional days for college orientation prior to College Day. If these additional days are worked, the new faculty member will be compensated for each additional day at his/her daily rate.

During the first two semesters of employment only, new faculty shall be required to participate in new faculty orientation three to five hours per week. The total number of hours spent on college service and, or new faculty orientation shall comprise a combined total of five (5) hours per week.

B. Weekly Hours of Service

1. Faculty members are normally employed for a five (5) day work week, approximately forty-five (45) hours per week per the compressed calendar, to be comprised of fifteen (15) teaching units, five (5) office hours, an average of five (5) hours per week (160 hours per academic year) of college service hours, and the balance of the forty-five (45) hours for classroom preparation, grading, record keeping, curriculum development and review, and professional contacts that are college-assignment related. The faculty member's faculty service load agreement will reflect his/her schedule, including courses, office hours, percentage of release time and banked load.

2. Faculty members' daily work schedule shall normally comprise an elapsed time of no more than nine (9) hours. Any faculty member assigned to less than a five (5) day work week may be assigned a daily work schedule of more than nine (9) hours. Assignment to less than a five (5) day work week shall be with the agreement of the affected faculty member. A less than five (5) day work week may be recommended for a faculty member by his/her department head, with the faculty member's concurrence, as long as the assignment benefits the educational program and does not result in an insufficient number of classes, counseling appointments, or library services being offered on any day of the week. No faculty member shall be required to work more than five (5) days per week.

3. An exception shall be the Nursing departments where clinical assignments shall be compensated on the basis of eight and one-half (8-1/2) hours worked.

4. Underload/Bumping

When a faculty member loses a contract class because of low enrollment, the faculty member shall have the following options to complete the work load as defined in Article XI.B.1:

a. The faculty member may choose an underload during the semester in which the class was cancelled and teach a compensating overload during the next semester or the next year. Faculty members, if assigned to a summer and/or winter intersession, may also make up the underload during the summer and/or winter intersession. (The assignment and other matters with respect to the summer and/or winter intersession carryover of underload will be handled like other summer and/or winter intersession assignments, including Article XI.K.).

b. The faculty member may choose to bump an hourly instructor from a class taught on an hourly basis provided:

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- 1) The class has not been designated by the appropriate dean in consultation with the department head as a class in which there is an enrollment following which would be lost as a result of the bumping (such classes must be designated prior to the first class meeting).
 - 2) The faculty member has taught the class within the past three (3) semesters or is scheduled to teach the same class during the semester in which the bumping occurs or the faculty member is otherwise deemed qualified to teach the class by the area dean or first line dean in consultation with the department head.
 - 3) The faculty member shall not bump another faculty member from a contract class nor shall a faculty member bump a retiree who is teaching hourly under provisions of this contract. Nor shall a faculty member bump a tenured hourly instructor.
 - 4) A faculty member who has an hourly overload assignment shall use that portion of the overload assignment needed to fulfill his/her contract obligation before acquiring bumping rights.
 - 5) Bumping provisions apply during the summer and/or winter intersession for faculty members who lose a class because of low enrollment.
5. Faculty members on a five-day work week shall be provided no less than twelve (12) consecutive hours elapsed time between the end of the last regular contract assignment on one day and the beginning of the first regular contract assignment on the following day unless they waive that right in writing. If the faculty member works less than a five-day schedule he/she shall be provided no less than ten (10) consecutive hours elapsed time between the end of the last regular contract assignment on one day and the beginning of the first regular contract assignment on the following day unless he/she waives that right in writing. With the agreement of the affected member, a full-time workload may be approved by the appropriate dean for a time frame other than that described here and in XI.B.2. when such a change would benefit the educational program.
6. Faculty members shall not be given mandatory Saturday and/or Sunday regular load assignments unless the District has informed both CCA-LBCC and the affected faculty member in writing, setting forth the reasons for the assignment, and provided them an opportunity to review the situation and discuss it with the area dean or first line dean.
- C. Examination Period – Graduation
1. Classes will be held until the last day of the semester and final exams will be held within regularly scheduled class times.
 2. Faculty members are encouraged to participate in graduation exercises and activities. CCA-LBCC is committed to encouraging this attendance and there is an expectation for probationary and tenured faculty to participate in graduation exercises/activities. Graduation day is one of the 177 working days for which faculty members are paid during the school year (see Article XI.A.).
- D. Teaching Units
1. The standard teaching load is thirty (30) teaching units per year with fifteen (15) teaching units usually assigned per semester. The teaching units will be based on the following criteria:
 - a. One (1.125) lecture hour equals one (1) teaching unit.

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- b. One (1.125) laboratory hour equals 0.75 teaching unit.
- c. Teaching units for field work in work experience and clinical practicum shall be calculated as follows:

$$\text{Teaching Units} = \frac{(\text{Number of Students}) * \times (\text{Number of Minutes}) **}{120}$$

* The number of students shall be calculated at the end of the 3rd week of the class.

** The number of minutes per student shall be defined as follows:

- 1) Type 1 (wherein Instructor/Coordinators visit multiple job sites over a large geographical area) = 20 minutes/week
 - 2) Clinical practicum = 30 minutes/week
- 2. Any exceptions to the standard teaching load as recommended by the department head and area dean or Dean, Counseling and Student Support Services shall be mutually agreed to by the affected faculty member, department head, and the first line dean.
 - 3. Teaching units shall be rounded to one decimal place, with decimals of five one-hundredths or more being rounded upward and decimals of four one-hundredths or less being rounded downward.

E. Faculty Members' Schedules

- 1. Every faculty member must meet the minimum qualifications for the discipline to which he/she is assigned as approved by the California Community College Board of Governors.
- 2. A faculty member may be assigned by the District to teach in a discipline other than the one in which such faculty member was hired provided that the faculty member meets the minimum qualifications for that discipline approved by the California Community College Board of Governors. A faculty member may request reassignment to teach in a different discipline for which he/she meets the minimum qualifications by making a request in writing to his/her department head who shall forward the request to the appropriate dean with a recommendation. The appropriate vice president shall grant or deny the request. If the request is denied, and if requested by the faculty member, he/she shall be provided with a written statement indicating the reason for the denial of the request.
- 3. The District has the right to assign faculty members in the area of need. Faculty members shall be subject to such assignments or such change in assignment as shall be in the best interests of the District, with the understanding that such assignments shall not be punitive.
- 4. Assignment
 - a. The department head shall consult with each faculty member, assuming he/she is available, regarding the assignments to be made to regular, overtime, and summer and/or winter intersession classes. The department head shall then recommend to the appropriate dean a schedule for each faculty member. If, after review, the appropriate dean modifies the proposed schedule(s), he/she shall so advise the department head in writing as to the reason(s), with a copy to the affected faculty member(s).
 - b. An underload may be assigned for a semester and then balanced the next semester or the next year. Overloads shall be governed by the Load Banking provisions in Section I.3. of this Article.

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5. If a subsequent change in assignment becomes necessary, the appropriate dean shall consult with the affected faculty member and his/her department head. If requested by the faculty member, he/she shall be provided with a written statement indicating the reason for the reassignment.
6. With the prior approval of the appropriate dean, a faculty member may use another faculty member to cover (without compensation) the first faculty member's class when the first faculty member is absent on District business or other authorized leave of absence.
7. Days or Hours To Be Arranged (DHR/TBA)

Instructors assigned to a class, other than work experience, student success centers, and independent study, where some or all of the days or hours are "to be arranged" shall arrange such days or hours as soon as possible after the beginning of the course but not later than the end of the first fifteen percent (15%) of the class meetings. Once the hours are established, students shall be notified of their individual days or hours and these days or hours shall be reported to the appropriate area dean for inclusion on the instructor's faculty service load agreement and the revised faculty service load agreement sent to Academic Services. The certificated instructor assigned to the class must be present with the students during the "arranged" hours since instructors are responsible for ensuring that students are under their immediate supervision and control (Education Code §84500) to ensure that State apportionment can be legally claimed.

F. Out-of-Class Responsibilities

1. Office Hours

- a. Faculty members shall devote five (5) office hours per week for a total of 160 office hours per academic year for a contract teaching load of thirty (30) teaching units (number of office hours to be reduced proportionately if the number of TUs devoted to classroom instruction is reduced).
- b. Office hours are to be scheduled to meet the needs of students and the needs of the educational program of the District. Each scheduled period of office time shall be no less than one-half (1/2) hour in duration and must be scheduled between 7 a.m. and 10 p.m. The faculty member shall prepare and submit his/her proposed schedule of office hours to his/her appropriate dean by putting the office hours on his/her faculty service load agreement. Each faculty member shall post his/her office hours on his/her door. The faculty member may make permanent changes in his/her office hours subject to the approval of the appropriate dean. The faculty member's students are to be notified of any change in office hours.

2. College Service Hours

Faculty members shall devote 160 hours per academic year to college service. This includes extracurricular service such as an unpaid club sponsor or unpaid professional assistance to faculty and staff (such as conducting workshops or computer assistance); unpaid responsibilities outside office hours incidental to the orientation, testing, and registration of students; curriculum and program development, including advisory committee service; proposal and grant writing; industry and community contacts that directly benefit the educational program at Long Beach City College; and actual participation in the Academic Senate, the Curriculum Committee, the CCA-LBCC Representative Council and/or Executive Board, the CCA-LBCC negotiating team (except chief negotiator), the Faculty/Staff Association, faculty evaluation activities, institutional committees (both standing and ad hoc), departmental meetings, Self-Study Committees, hiring committees, and other committee work.

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3. Course Syllabus

All faculty members are required to publish and keep on file in the department/school office a course information sheet (syllabus) for each course for each semester and distribute them at the first class meeting or no later than the end of the second week of class. The syllabus must align to the content of the course that is in the course outline. Submission of a syllabus for each course that aligns course content to the course outline and includes:

- Faculty contact information and office hours
- Relevant course information
- Grading standards
- Attendance policy
- TBA compliance
- Description of the means by which the course is taught (lecture, laboratory, outside assignments, etc.)

Other recommended items are: examination dates, text assignments, and an outline of topics to be covered in the course.

4. Submission of Grades

The District retains the right to hold the faculty member's salary warrant for the pay period when a faculty member fails to submit grades within twenty-one (21) calendar days after the final date for such submission. As soon as the District learns that grades have not been submitted, the District will immediately notify the faculty member by phone, email, and certified mail. No faculty member's pay will be held under this Section if the apparent failure to submit grades is the result of technical difficulties. As soon as the grades are submitted, the faculty member's salary warrant will be released.

G. Non-classroom Assignments

1. Counselors, Librarians and Instructional Specialists

- a. The assignment for Counselors, shall be based on a forty-five (45) hour work week. An average of five (5) hours per week shall be devoted to college service, and four (4) hours per week shall be for professional preparation/documentation.
- b. The assignment for Librarians, and Instructional Specialists shall be based on a forty (40) hour work week. Five (5) of the forty (40) hours shall be devoted to college service and three (3) hours of forty (40) shall be for professional preparation.

2. Counseling Contracts

Counselors shall be assigned 197 days to be worked in the following manner:

- a. Counselors' Schedules: 177 days will be based upon the academic year as defined in XI.A (fall and spring semesters, flex days, College Day, and Graduation). Counselors will provide service using a staggered schedule, excluding two weeks during the December winter recess/holiday season and one week during spring break, with three (3) starting dates to be scheduled in alignment with the College calendar:
 - 1) Two (2) weeks prior to the start of each semester
 - 2) The start of each semester
 - 3) The start of the third week of each semester

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- b. Extended Year Assignment: Twenty (20) additional days will be assigned to be worked in support of the summer session represented by the end of the spring semester and the beginning of the fall semester; and/or winter session represented by the end of the fall semester and the beginning of spring.
 - c. The department head shall recommend to the dean the number of counselors to be assigned to each schedule, including the scheduling of the twenty (20) additional days. The schedules and the placement of the twenty (20) additional days are subject to the approval of the dean as defined in Article XI.E.4.a.
 - 1) Once the 197 days have been worked, the counselor may work additional days at the faculty member's option, to be compensated at the hourly rate or carried over to the following year (see XI.I.2.).
 - 2) Counselors may be assigned days (beyond 197 days) as an overload for a year, to be balanced the next year. Counselors may also be assigned less than 197 days for a year, to be balanced the next year.
 - 3) Changes made in counselors' schedules after April 15 require prior consent of the affected faculty member.
 - 4) Participation in college service activities as defined in Article XI.F.2. held during the regularly scheduled fall and spring semesters shall be served as part of the counselor's college service regardless of the staggered schedule the faculty member is assigned to.
3. Instructional Specialists and Librarians Contracts
- Instructional Specialists and Librarians shall be assigned to the 197 Days Schedule to be worked in the following manner:
- a. Instructional Specialists and Librarians will be assigned fall and spring semesters which includes flex days, College Day, and Graduation Day. In addition, two (2) additional weeks will be scheduled immediately prior to and contiguous with the beginning of the fall semester, and two (2) additional weeks will be scheduled immediately prior to and contiguous with the spring semester.
 - b. Twenty (20) additional days will be assigned to be worked during the summer and/or winter intersession (extended year assignment.)
 - c. Once the 197 days have been worked, the Instructional Specialist or Librarian may work additional days at (6.5 hours per day) at the hourly rate. Such assignments shall be voluntary for the Instructional Specialists or Librarian and subject to the recommendation of the Department Head and the approval of the appropriate Dean.
 - d. Changes made in the Instructional Specialist's and Librarians schedule after April 15 will be made in accordance with XI.E.5.
4. Counselor, Instructional Specialists and Librarian Contract Provisions
- a. Exceptions in scheduling shall be granted if requested by a counselor, librarian or instructional specialist and approved by the appropriate department head and dean, who has the right of assignment in accordance with Article XI.E.4.a. above. Such an exception might be granted for example, if the faculty member wished to be off for a week in November and work a week in June to make up for it.
 - b. 197 day assignments shall receive an additional sick leave day but no vacation or holiday pay.

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- c. Without prior consent of the faculty member affected, extended year assignments shall be for not less than three (3) days per week.
- d. During the summer, each librarian, counselor, and instructional specialist shall have the opportunity for at least three (3) consecutive weeks free from assignment.

5. Coordinator Assignments

- a. Faculty members who are assigned to coordinate programs which involve the direction of categorically or specially funded programs that require significant budgeting and reporting responsibilities outside of the 177-day academic year, may be assigned to a 197-day work schedule through mutual agreement between CCA-LBCC and the District. The 197-day schedule constitutes an 18-week semester, plus 20 additional days to be scheduled between the end of fall and beginning of the spring semester and the end of spring and beginning of fall semester. Compensation for these extended assignments shall be governed by the provisions of Article XII. Any days worked beyond the 197-day schedule shall be compensated at the faculty member's regular hourly rate. Faculty members on a 197-day schedule shall work thirty-five (35) hours per week and participate in approximately five (5) college service hours per week or one-hundred sixty (160) hours per year, and receive one (1) additional sick leave day but not vacation or holiday pay. Each faculty member on a 197-day schedule shall have the opportunity for at least three (3) consecutive weeks free from assignment.
- b. Coordinator assignments shall be assigned to the 197-day schedule to be worked in the following manner:
 - 1) Coordinators will be assigned fall and spring semesters which includes flex days, College Day, and Graduation Day. In addition, two (2) additional weeks will be scheduled immediately prior to and contiguous with the beginning of the fall semester, and two (2) additional weeks will be scheduled immediately prior to and contiguous with the spring semester.
 - 2) Twenty (20) additional days will be assigned to be worked during the summer and/or winter intersession (extended year assignment).
 - 3) Once the 197 days have been worked, the Coordinator may work additional days and be compensated at the faculty member's regular hourly rate.

6. Reassigned Time Conversion

The formula for translating classroom time or non-classroom time into release time shall be the percentage of the release time assignment multiplied by the required hours of service of the faculty member. College service hours shall be observed independent of this conversion formula.

H. Release Time, Additional Duty Pay, and Stipends for Department Heads

- 1. The following formula is to be used for determining the amount of release time for department heads under the formula for the academic year. The formula is based on five factors which include faculty Full-Time Equivalent (FTE), Weekly Student Contact Hours (WSCH), hourly rate instructors, classified support excluding clerical, and budget. A point value has been assigned to each factor.

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- One (1) point for each faculty FTE
- One (1) point for each one thousand (1,000) WSCH
- One (1) point for each five (5) hourly-rate instructors
- One (1) point for each \$10,000 expended for instructional supplies (432000), software (438000), equipment repairs (565000), and instructional aides (hourly 241000, 243000, 249000)
- One (1) point for each classified employee, excluding clerical.

The data for determining the factors in the formula shall be derived from the following sources:

- a. Faculty FTE, WSCH, and the number of hourly-rate instructors shall be calculated every spring semester and shall come from the “Full-Time Equivalency Report” of the previous fall semester. Hourly rate instructors are temporary employees of the District paid on an hourly-rate basis. Long-term substitutes are included with contract faculty FTE. In order to be counted as a long-term substitute, the person must be assigned for an entire semester or for a full year. Excluded from classification as hourly rate instructors are contract or tenured faculty with hourly assignments and hourly or daily substitutes.
 - b. The points awarded for instructional supplies (432000), software (438000), equipment repairs (565000), and instructional aides (241000, 243000, 249000) shall be derived from the amount actually expended the previous fiscal year for the department.
2. The release time for a department head under formula shall be determined as follows:

0 - 24 total points	10%
25 - 33 total points	20%
34 - 47 total points	30%
48 - 56 total points	40%
57 and above total points	50%
 3. Additional duty pay is compensation for duties performed between semesters and during the time between the end of the spring semester and the beginning of the fall semester, or days worked beyond the contracted 177 days. The rate of compensation shall be the daily rate (annual salary divided by 177 days) of the department head.
 4. If more than one department head serves in a given department during the academic year, the amount of additional duty pay shall be divided proportionally between the department heads, based on length of service. Appointed department heads shall also qualify for additional pay.

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5. The maximum number of days paid shall be based on the percentage release time, according to the following:

Department Head Release Time – Additional Duty Pay

10%	release time	Maximum of 4 days pay
20%	release time	Maximum of 6 days pay
30%	release time	Maximum of 8 days pay
40% - 50%	release time	Maximum of 10 days pay

6. Winter Intersession Additional Duty Pay

Additional duty pay is available for the Department Head who schedules classes for the winter session as follows:

10%	release time	Maximum of 1.5 days pay
20%	release time	Maximum of 2.0 days pay
30%	release time	Maximum of 3.0 days pay
40% - 50%	release time	Maximum of 3.5 days pay

7. Department Head - Outside Formula

- a. The release time for the department heads outside formula (Counseling, Academic Support and Development, Library, and Learning and Academic Resources) will be as follows:

1) Counseling and Student Development (2) [one LAC and one PCC]	20% each
2) Academic Support and Development	40%
3) Library	40%
4) Learning and Academic Resources	50%

- b. If the District has approved three (3) sessions, one (1) winter and two (2) summer, the department heads' outside formula who work 177-day assignments shall be allowed to work (40) days beyond their contract. If the District has approved two (2) sessions (either both summer sessions or one winter session and one summer session), department heads' outside formula who work 177-day assignments shall be allowed to work thirty (30) days beyond their 10-month contract and if the District has approved one (1) session (either summer or winter), these department heads shall be allowed to work twenty (20) days beyond their 10-month contract, and be compensated for those days at intersession rate. Any time worked beyond the days mentioned above shall be compensated at the hourly rate described in Schedule 5A. This subsection shall be interpreted to mean that the percentage of department head duties from subdivision (a) above shall apply to summer session days.
- c. The department heads outside formula may be paid a maximum of six (6) extra days each year for duties performed between semesters and during the time between the end of the spring semester and the beginning of the fall semester. This additional compensation for department head duties shall be over and above the maximum pay if department heads also work the full extra thirty (30) days. The rate of compensation shall be the daily rate (annual salary divided by 177 days) of the department head.
- d. Department heads outside formula shall receive stipends for ten (10) months of the year only.

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8. Department Head Additional Duty Payment
 - a. In order to receive pay for the extra days, the department head must fill out a time card, signed by the appropriate dean, verifying that the department head has worked those days.
 - b. The department head will be compensated his/her additional duty pay upon submittal and approval of his/her time card, to be paid at the next available pay cycle.
 - c. If after receiving additional duty pay the department head fails to serve for the entire academic year, that portion of the term that the individual did not serve as a department head will be considered as overpayment. The District will institute a prorated repayment of the overpayment.

9. The stipend shall be as in Salary Schedule 3.

I. Overtime Assignments

1. Overtime assignments shall be limited to a maximum of 10.125 hours per week. Requests for exceptions to these limitations must be approved by the appropriate vice president.
2. Overtime assignments may be made at any time during the school day and shall be voluntary for the faculty member and subject to the approval of the appropriate dean.
3. Load Banking
 - a. When a faculty member assumes all or a portion of any assignment (except substitute assignments) that is not part of the faculty member's regular workload, the faculty member may elect to accumulate (bank) or receive hourly pay for any portion or all of that assignment subject to the limitations in this section.
 - b. Banked assignments may not exceed eighteen (18) teaching units. All overtime assignments worked after the eighteen (18) teaching unit limitation has been reached shall be compensated at the faculty member's hourly rate. Banked leave shall be used on a 1:1 teaching unit basis with the exception of taking a full load of banked leave for one semester; under those circumstances, eighteen (18) TUs must be accumulated in order to take fifteen (15) TUs. A full load of banked leave may only be used once every four (4) years.
 - c. Banked assignments may be utilized in future semesters to effect an equivalent reduction of load (banked leave). Faculty members may use any amount of banked leave in a given semester subject to the notification provisions of this section.
 - d. Banked assignments may be used at the faculty member's full contract pay rate in conjunction with a sabbatical leave, however, in no case shall the combination of sabbatical leave pay and banked load compensation exceed the faculty members regular salary. Use of banked leave shall not have a negative effect on a faculty member's eligibility for sabbatical leave. Any combination of banked load and sabbatical leave cannot be used to provide a paid leave greater than one academic year in length.
 - e. During any semester in which banked leave is utilized, the faculty member shall receive full contract pay for the teaching units worked plus the banked teaching units. However, in no case shall the compensation for the teaching units worked and the banked load exceed the faculty member's regular salary. Fringe benefits and retirement contributions shall be handled in the same manner as if the

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faculty member's total assignment, including the banked load, had been worked. Banked leave shall count toward retirement and shall be considered paid District service.

- f. A faculty member shall notify his/her department head of his/her intention to utilize banked leave no later than the first day of the fall semester for a leave commencing the subsequent spring or the first day of the spring semester for a leave commencing the subsequent fall.
- g. Every effort shall be made to accommodate a faculty member's request to utilize a banked leave. However, it is recognized that a leave may be postponed under circumstances in which the absence of the faculty member would jeopardize the educational program. Denial of the request to utilize banked leave under this section by the administration shall be in writing and shall not be arbitrary or capricious.
- h. In the event of the faculty member's retirement or death, the cash value of all banked loads shall constitute a liability to the District, payable at the faculty member's hourly rate, to the faculty member or his/her estate. Faculty members who resign after five (5) or more years of District service, shall receive the cash value, payable at the faculty member's hourly rate, of all banked load. No cash out shall be provided to faculty members who resign with less than five years of District service. Underloads shall constitute a liability owed to the District by the faculty member's estate, the value of which shall be based on the faculty member's contract salary rate.
- i. The District shall provide an annual statement of account to each faculty member who has accumulated a banked load, indicating the amount of teaching units banked as of the statement date.
- j. When two (2) or more faculty members from the same department or area apply to use banked leave and both/all cannot be accommodated, those faculty members who have not previously taken banked leave shall have priority in order of seniority.
- k. Each faculty member with banked load must approve his/her faculty service load agreement each semester verifying the load banking balance as of that date. Failure by the faculty member to provide this verification shall void any and all claims to utilize banked load.
- l. Banked loads cannot be transferred, loaned, or assigned between faculty members.
- m. Faculty members, Librarians and Instructional Specialists may bank non-classroom assignment hours by converting those hours into teaching units. Each hour of non-teaching classroom assignment equals 0.47 teaching units.
 - 1. Coordinators may bank non-classroom assignment hours by converting those hours into teaching units. Each hour of non-teaching classroom assignment equals 0.43 teaching units.
 - 2. Counselors may bank non-classroom assignment hours by converting those hours into teaching units. Each hour of non-teaching classroom assignment equals 0.42 teaching units.
- n. Faculty members, Librarians and Instructional Specialists may convert banked teaching units into an underload for non-classroom assignments. Each banked teaching unit shall equal 2.13 hours of non-classroom assignment time.

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1. Coordinators may convert banked teaching units into an underload for non-classroom assignments. Each banked teaching unit shall equal 2.33 hours of non-classroom assignment time.
 2. Counselors may convert banked teaching units into an underload for non-classroom assignments. Each banked teaching unit shall equal 2.40 hours of non-classroom assignment time.
- o. Overload assignments supported by categorically funded programs may not be load banked.

J. Release Time for Bargaining Unit

The Association shall be granted 1.0 FTE of paid reassigned time during the academic year. The CCA-LBCC President shall provide written notification to the Human Resources Department prior to May 15 of each year to cover utilization of such time for the succeeding Fall semester. A second notification shall be made by November 15, if a change is made to the Association's reassigned time for the succeeding Spring semester.

K. Summer / Winter Intersession

1. Scheduling

- a. The District at its option may schedule a summer and/or winter intersession.
- b. The Department Head of the departments which are to offer courses of study shall recommend to the dean a tentative schedule of classes for review (modification) if necessary, and approval.
- c. For planning purposes, if the District has approved a summer and/or winter intersession, the summer intersession assignment shall be issued no later than April 15 and the winter intersession, no later than December 1 of each regular academic year. However, assignments may be cancelled or scheduled after these dates.

2. Compensation

The full-time summer and/or winter intersession assignment for contract and tenured faculty members shall be 108 total lecture hours or its equivalent (144 laboratory hours). For this assignment, the faculty member shall receive his/her hourly rate.

3. Assignments

For purposes of calculating the winter intersession assignment, all service by the faculty member between the end of the fall semester and the beginning of the spring semester shall be included in the formula. For purposes of calculating the summer intersession, all service by the faculty member between the end of the spring semester and the beginning of the fall semester shall be included in the formula. All classes shall be scheduled and taught for the correct number of hours as listed in the College Catalog.

4. Faculty members receiving hourly pay during the summer and/or winter intersession for assignments for which Faculty Service Load Agreements are used shall be paid for the hours worked in each month.

5. If a summer and/or winter intersession class is discontinued before it meets, the faculty member receives no pay. If a class is discontinued after it meets, the faculty member is paid for the number of hours taught.

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6. Work experience and clinical practicum assignments shall be calculated according to the formula presented in Section D.1.C.
7. All summer and/or winter intersession assignments shall be voluntary for the faculty member.
8. Summer and winter classes are not scheduled on Independence Day and Martin Luther King Day, therefore, there will be no compensation for those days.
9. All other provisions of the contract shall apply during summer and/or winter intersession.

L. Team-Taught Classes

1. Team-taught classes where more than one (1) instructor receives full teaching unit credit must be designated as such by the Curriculum Committee. In this type of class, each instructor who receives full teaching unit credit must attend and participate in all class meeting sessions.
2. In team-taught classes where each instructor does not attend and participate in all class meeting sessions, the teaching units are divided between the instructors in proportion to the amount taught.

M. Maximum Class Size

1. The maximum class size for each course shall be as designated in the most recent version of the Master Course File or as changed subsequently by Curriculum Committee action.
2. The maximum class sizes as listed in the most recent version of the Master Course File may be changed only by the Curriculum Committee and are applicable to both day and evening sections of the course. Copies of all changes in maximum class size and the class maximum for all new classes shall be provided to CCA-LBCC by means of the agenda and minutes of the Curriculum Committee for the purposes of updating the Master Course File.
3. In any given semester, the appropriate area dean, or department head with the approval of the area dean, may increase, within the electronic schedule file, the maximum class size (enrollment limit) for any or all sections of a course temporarily by up to ten percent (10%). This increase cannot be made for more than three (3) consecutive semesters. The ten percent (10%) factor is to be temporary and is not intended to permit any permanent, across-the-board increase; it is, instead, intended to permit temporary increases in individual class sizes to meet student demand in that particular semester. The faculty member must be notified of the increase on the date of the increase. Increases beyond ten percent (10%) shall not be imposed without the consent of the faculty member as provided in Section N.
4. In order to control maximum class size after a class has been closed during late registration, the faculty member teaching the class may direct his/her department head or area dean to lower the enrollment allowance by a sufficient amount to ensure that the class will not reopen as students withdraw. In this manner, the class would not reopen until enough students have withdrawn to reach the newly established enrollment allowance.

N. Minimum Class Size

Except as provided herein, all classes must have a minimum of twenty (20) students enrolled and in regular attendance by the conclusion of the second official week of the class. In the case of classes scheduled at extensions, satellites, in certain classes where auditions are conducted prior to enrollment, or in specific classes designated as exceptions by the Vice President, Academic

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Affairs, the class must have a minimum of twenty (20) students enrolled and in regular attendance by the conclusion of the third official week of the class. The time shall be reduced proportionately for short-term classes (i.e., for nine [9] week classes, the number of students enrolled by the end of one and one-half [1-1/2] weeks of class, etc.). Classes where more than one (1) teacher shares the teaching unit credit proportionately shall have a minimum class size of twenty (20). When attendance falls below twenty (20) during this period of time, the class may be discontinued or combined with another class.

1. When it is in the best interest of the educational program, the area dean may recommend individual exceptions to the minimum class size for consideration by the Vice President, Academic Affairs, based on the following criteria:
 - a. The course is the last in a sequence.
 - b. It is the only course of its kind and it is required for one of our programs.
 - c. It is an academic subject, traditionally recognized as a necessary component of liberal arts and science programs.
 - d. It is a new course that is being given a chance to demonstrate its viability.
 - e. The department head schedules courses in order to reduce the potential for low enrollment in those courses.

A faculty member may offset an enrollment deficiency in one (1) contract class with an overload in another contract class by accepting students in addition to the maximum class size as specified in Section M, at a rate of two (2) students additional for every one (1) below the minimum class size, up to a maximum enrollment deficiency of five (5).

2. The minimum class size in team-taught classes (classes designated as team-taught classes by the Curriculum Committee and where more than one (1) instructor receives full teaching unit credit) shall be the product of twenty (20) multiplied by the number of faculty members receiving full credit for the class, as defined in Section L.
3. Honors classes are subject to a minimum class size of thirteen (13).
4. The minimum class size in classes for disabled students shall be twelve (12).

O. Load in Large Lecture Classes

1. A faculty member assigned to a class with an enrollment of 170% of the class size maximum will receive one and one-half (1-1/2) times the usual teaching units for the class (double size class).
2. A faculty member assigned to a class with an enrollment of 240% of the class size maximum will receive two (2) times the usual teaching units for the class (triple size class). The decision to implement the provisions of this section must be approved by the appropriate dean based upon a recommendation of the department head in consultation with the faculty member involved.
3. Large lecture classes will be held only in locations which meet health and safety requirements for the number of students enrolled in the class.

P. Honors Program

1. Summer Program

The departments shall propose the courses to be taught in this program to the Honors Committee. The courses shall be specifically tailored for high school Honors students,

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and approved by the Honors Committee and the Curriculum Committee. The minimum class size shall be fifteen (15).

2. Regular Semester

The Honors Program shall consist of Honors Contracts classes and Colloquia, as described on the LBCC website: Honors Program. The classes shall meet the guidelines set up by the Honors Program.

3. Assignment

The faculty member proposing to teach the Honors courses must have the recommendation of the department head, the area dean, and the Honors Committee. A faculty member may only teach one Honors class per semester without prior approval of the area dean.

Q. Partial Contracts

Faculty members may be granted a partial contract when such contract is recommended by the department head, area dean and approved by the appropriate vice president.

R. Program Director, Vocational Nursing Department - the members of the Vocational Nursing Department shall have input into the selection of the program director. In the fall of every odd-numbered year, members of the Vocational Nursing Department shall review with their respective program director the administration of the program by the program director and other faculty members who have responsibility for its administration. The results of this review shall be submitted to the area dean.

S. Flex Day Activity

Flex days shall be planned in accordance with Title 5, Article 2, §55720, et seq

1. In accordance with Article XV.E., three (3) flex days in lieu of instruction will be provided to bargaining unit members during each academic year. One (1) flex day constitutes six (6) hours of flex qualified activities.

2. Faculty are required to complete eighteen (18) hours of flex credit per academic year. Six (6) of the hours must be completed on-campus with the remaining twelve (12) hours to be completed either on or off campus.

3. Two (2) of the flex Days will be embedded (in lieu of instruction) in the middle of each semester. One (1) of the flex days will be "floating," to be scheduled (in lieu of instruction) on the first day of instruction for the spring semester. The activity assigned to the floating flex day may be scheduled at the faculty member's discretion.

T. Release Time Study Group (this study group shall be initiated at the request of CCA-LBCC). A study group of not more than six (6) employees shall be appointed to review and make recommendations pertaining to release time to faculty members. The study group shall be comprised of three (3) appointees by each party. A written report shall be provided to the District and CCA-LBCC.

ARTICLE XII**SALARY****A. Initial Placement**

Initial salary placement will be made at the time of employment based upon verification of education and experience as outlined below. The employee's initial placement may be modified to reflect any additional verified data received within sixty (60) days of hire. Step placement credit for experience shall be granted in accordance with the following criteria. The maximum initial placement level is Step 8.

1. Academic Employment

Year-for-year salary credit will be granted for any previous teaching experience or academic employment which relates directly to the employment (i.e., counselor, librarian, etc.) In order to qualify, the employment must meet one of the following criteria:

- a. Contract employment for at least fifty percent (50%) of a full school year or one (1) full semester;
- b. Long-term temporary employment on a one hundred percent (100%) assignment for at least one (1) full semester or at least a fifty percent (50%) assignment for two (2) consecutive semesters;
- c. Temporary employment equaling at least four hundred and five (405) hours during a fiscal year.

2. Non-Academic Employment

Credit will be granted for non-academic employment that contributes directly to the effectiveness of the work to which the employee has been assigned. Two (2) years of experience are equal to one step on the salary schedule. This experience cannot be concurrent with credit for academic experience but part-time non-academic experience may be combined with part-time academic experience for salary credit. At least eleven (11) months of employment (at no less than twenty [20] hours per week) during a 12-month period shall constitute one year of experience.

3. Government Service

Placement credit for government service, (including, but not limited to, military service, Peace Corps, etc.) is granted as in A.1. above if the employee taught in the field for which he/she is to be employed. Credit shall be granted as in A.2. above if the duties performed in the service contribute directly to the effectiveness of the work for which the employee has been assigned.

B. Credit for Advanced Study

1. Only units and degrees earned from an institution accredited by the Middle States Association of Colleges and Schools, the North Central Association of Colleges and Schools, the Southern Association of Colleges and Schools, the New England Association of Schools and Colleges, the Northwest Association of Schools and Colleges, the Western Association of Schools and Colleges, and units and degrees from a State Bar accredited law school will be accepted for placement credit in Columns B through E of the salary schedule. Acceptance of units and degrees from foreign institutions are subject to a determination of equivalency by a credentials evaluation service jointly designated by the District and CCA-LBCC. All costs associated with this evaluation shall be borne by the faculty member.

2. Placement on Schedule 1 or Schedule 1A shall be in accordance with the following provisions:
 - a. Placement on Column A is granted to those who do not possess a Master's degree or qualify for vocational equivalency.
 - b. Placement on Column B is dependent on possession of a Master's degree (see XII.B.3 below for vocational equivalencies.)
 - c. Placement on Column BB is dependent on: (a) verification of forty-two (42) semester hours of upper division or graduate work beyond the Bachelor's degree plus the Master's degree (extra units earned prior to receiving the Bachelor's degree shall not be accepted for credit beyond the Bachelor's degree unless the extra units are of graduate standing, were not counted for the Bachelor's degree, and are so indicated on the transcript) or (b) verification of a Master's degree plus fourteen (14) semester hours of upper division or graduate work taken after the completion of the Master's degree (see XII.B.3 below for vocational equivalencies.)
 - d. Placement on Column C is dependent on: (a) verification of fifty-six (56) semester hours of upper division or graduate work beyond the Bachelor's degree plus the Master's degree or (b) verification of a Master's degree plus twenty-eight (28) semester hours of upper division or graduate work taken after the completion of the Master's degree (see XII.B.3 below for vocational equivalencies.)
 - e. Placement on Column CC is dependent on: (a) verification of seventy (70) semester hours of upper division or graduate work beyond the Bachelor's degree plus the Master's degree or (b) verification of a Master's degree plus forty-two (42) semester hours of upper division or graduate work taken after completion of the Master's degree. (see XII.B.3 below for vocational equivalencies.)
 - f. Placement on Column D is dependent on: (a) verification of eighty-four (84) semester hours of upper division or graduate work beyond the Bachelor's degree plus the Master's degree or (b) verification of a Master's degree plus fifty-six (56) semester hours of upper division or graduate work taken after completion of the Master's degree. (see XII.B.3 below for vocational equivalencies.)
 - g. Placement on Column E is dependent on verification of an earned doctorate degree, which is generally considered the equivalent of the Ph.D. degree. A Juris Doctorate (J.D.) and Bachelor of Laws (LL.B.) will also be considered the equivalent of the Ph.D. degree if the normal length of the graduate program was at least three (3) years of full-time study. No credit will be given for an honorary degree.
3. Vocational equivalency shall be granted to an employee whose assignment is fifty percent (50%) or more in a state approved vocational program. After an instructor has received vocational equivalency, and is then assigned to a non-vocational area, the employee shall still be placed on the salary schedule in accordance with the vocational equivalency.
 - a. All persons who do not qualify for salary placement under "b," "c," or "d" below shall be considered to have less than a Master's degree and will be placed on the first column of the salary schedule.
 - b. Placement on Column B: (1) LL.B. or J.D. degree if it does not qualify in B.2.g. above or, (2) any State Department of Education full-time, life, vocational credential valid for teaching in a California community college, or (3) a California Community College instructor credential, life, for teaching in a vocational subject,

- or (4) In lieu of the credentials mentioned above, any associate degree plus any certificate or license required to do that work and six (6) years of experience in that discipline and six (6) units in any field and twelve (12) teacher training units shall fulfill the requirements of this section.
- c. Placement on Column BB is dependent on fourteen (14) semester hours of work beyond the requirements for placement on Column B.
 - d. Placement on Column C: (1) a California Community College instructor credential, life, for teaching in a vocational subject, plus twenty-eight (28) units after the granting of the life credential; or (2) any State Department of Education full-time, life, vocational credential, valid for teaching in a community college: Vocational Arts Class A, plus twenty-eight (28) units completed after the clear credential¹ or Vocational Arts Class B, Standard Designated Subjects in Vocational Trade and Technical Teaching (an Engineering degree or registration as a professional engineer or technical preparation and professional registration equivalent to the engineer required), or (3) In lieu of the requirements mentioned above, twenty-eight (28) units earned after the satisfaction of the criteria in XII.B.2. shall fulfill the requirements of this section.
 - e. Placement on Column CC is dependent on fourteen (14) semester hours of work beyond the requirements for placement on Column C.
 - f. Placement on Column D: A full-time life credential in a vocational area, plus a Bachelor's or higher degree. In lieu of the credential mentioned above, a Bachelor's or higher degree, plus six (6) teacher training units, and two (2) years of experience in that discipline shall fulfill the requirements of this section.
4. Advancement on the salary schedule will be effective on the first day of the semester (including summer intersession) following the completion of all degree requirements (if based upon attainment of a degree) or the completion of the course work (if based upon units earned beyond the degree).
 - a. For salary advancement under a Ph.D. or equivalent, the employee may submit an official letter from the accredited institution certifying that all degree requirements have been completed. This letter must be submitted directly to Human Resources.
 - b. If an official letter from the accrediting institution is received and verified by Human Resources certifying that all degree requirements have been met, the employee will begin receiving credit toward salary advancement in accordance with Article XII.B.4 above. However, no official payments toward salary advancement will be paid to the employee unless or until official transcripts are submitted to Human Resources which verify that the degree has been conferred. Pay will be retroactively applied to the first day of the semester (including summer intersession) following the completion of all degree requirements or following the submission of official transcripts (whichever shall apply).
 5. It is the employee's responsibility to submit transcripts verifying advanced work. No change in salary placement will be made unless official verification of work completed is presented to the Office of Human Resources, within eight (8) weeks of the beginning of the semester or summer session.
 6. The maximum credit granted in any one academic year for advanced placement on the salary schedule is twelve (12) semester or eighteen (18) quarter units. If more than the maximum number of units are completed in any one academic year, the employee may designate which units are to be carried over to the following academic year. Units carried

¹Clear credentials indicate that all educational requirements have been met to the satisfaction of the State Department of Education.

over must be counted first in the succeeding year or succeeding academic years. Units completed during the summer are exempt from these provisions. All units earned while on Sabbatical Leave shall apply toward advanced placement effective upon return to a regular assignment if in compliance with XII.B.1. and XII.B.8.

7. Travel is not credited for advancement on the salary schedule unless credit for the travel has been granted by an accredited college or university, or has been approved as part of the requirements for a sabbatical leave authorized by the Board of Trustees.
8. Courses for upgrading on the salary schedule must be of upper division or graduate standing. An employee shall receive credit for advancement on the salary schedule for a lower division course² if he/she can substantiate that the lower division course has a direct bearing on his/her current assignment or retraining for a new assignment with the District and if a request is submitted in advance to the Vice President, Human Resources, and approved by the appropriate Vice President.
9. To receive credit for courses to upgrade on the salary schedule, prior to enrollment, a "Request for Approval of Classes for Advanced Study" form must be submitted to Human Resources for approval.
 - a. Human Resources will provide a copy of their response to CCA-LBCC and the faculty member.
 - b. Human Resources will follow up with the faculty member within ten (10) working days.
10. Upon successful completion (a passing grade of "C" or better, or "credit" if the class is credit/no credit or equivalent) of coursework, it is the employee's responsibility to submit the official transcripts verifying advanced work to Human Resources to receive appropriate salary credit.

C. Salary Increments

1. Salary increments (steps) are granted to employees who have been compensated for fifty percent (50%) or more of a school year. Any exception to this policy requires specific approval of the Board of Trustees. Increments shall be effective on the first day of paid service in the subsequent academic year.
2. The following increments, as defined in XII.C.1. above, shall be awarded on the first day of paid service in the academic year which qualifies for the increment as follows:
 - Step 15: the total years of previous service to the District, as defined in XII.C.1. above, plus years of previous experience granted upon initial placement, total fourteen (14) and he/she is eligible for the 15th step;
 - Step 20: the total years of previous service to the District, as defined in XII.C.1. above, plus years of previous experience granted upon initial placement, total nineteen (19) and he/she is eligible for the 20th step;
 - Step 25: the total years of previous service to the District, as defined in XII.C.1. above, plus years of previous experience granted upon initial placement, total twenty four (24) and he/she is eligible for the 25th step;
 - Step 30: the total years of previous service to the District, as defined in XII.C.1. above, plus years of previous experience granted upon initial placement, total twenty nine (29) and he/she is eligible for the 30th step.

²For the purposes of salary advancement, lower division courses are those courses which carry transfer credit designed primarily for freshmen and sophomores commonly taught in four year institutions in the first two years.

3. Any tenured faculty member who resigns and is reemployed within thirty-nine (39) months after the last day of service shall be classified as, and restored to all rights of, a tenured faculty member.

4. Leave of Absence

a. Any faculty member who has a leave of absence:

(1) for government service (to serve as a member of the of the Peace Corps outside the United States, the Domestic Peace Corps, the Job Corps or other government service);

(2) to teach in a foreign country;

(3) for sabbatical leave or professional development leave, or

(4) to take advanced professional and academic training is entitled to an increment, the same as though he/she had been regularly employed. To receive such increment, service during the period of leave must be verified. In order to qualify for the increment following a leave of absence for professional and academic training, an employee shall verify a full load as defined by the institution attended. The employee shall file a transcript of work taken and grades earned before the increment is granted.

b. Any faculty member on family care leave whose leave has started after the employee has begun work in a given school year shall receive service credit for the balance of that year, and then no service credit shall be granted for any subsequent year of unpaid family care leave.

D. Salary Adjustments with Change in Status

1. When an employee improves his/her professional status by acquiring the required number of approved credits or a degree, the employee will be entitled at the beginning of the next fiscal year or semester or summer session to move horizontally to the Column for which he/she has become eligible. The employee shall also receive any applicable increment in accordance with the provisions of this narrative.

2. A faculty member who is reassigned from a ten- or eleven-month basis to an eleven- or twelve-month basis in the same position shall receive his/her present salary plus one or two months salary, as appropriate, and any applicable salary increment.

3. A faculty member who is reassigned from an eleven- or twelve-month basis to a ten- or eleven-month basis in the same position shall receive his/her present salary minus one or two months' salary, as appropriate, and any applicable salary increment.

4. Any change in the length of a faculty member's assignment (away from a 177-day or 197-day assignment) shall be negotiated.

E. Salary Schedule 3 - Additional Time and/or Responsibility Compensation

1. At the request of the CCA-LBCC, the District will provide a list of all District Stipends, amounts and recipients.

2. The following notification process will be utilized for any District stipends of \$2,000 or more wherein the District administration retains complete discretion over the selection process.

- a. The District and CCA-LBCC agree that the following will be included in the distribution notice:
 - 1) desired applicant criteria
 - 2) application deadline
 - 3) essential duties and responsibilities
 - 4) amount and duration of stipend
- b. Final selection of the stipend recipient will be made by the District and is not subject to any grievance, complaint, or challenge in any form.
- 3. Individuals selected to receive stipends will receive payment (in whole or in part) only for work that is completed in accordance with the signed stipend agreement.

Any additions, deletions, or modifications to this Schedule 3 shall be negotiated between the District and CCA-LBCC.

F. Salary Schedule 5A – Hourly Compensation

Faculty members shall be placed in the appropriate column (Less Than Master’s or Master’s or More) in accordance with the placement criteria, including vocational equivalencies, in Article XII.B above. No placement credit for hourly teaching experience outside of the District is granted on Schedule 5A. A faculty member who had prior service in the District as an hourly instructor shall retain that service credit. Step placement shall be based solely upon years of service in an hourly capacity and shall not include service in a contract, substitute, long-term substitute, or voluntary assignment. Credit toward a year of service on Schedule 5A shall be granted when a faculty member starts and completes at least one (1) entire course of at least eighteen (18) hours (hour = 60 minutes) during the academic year.

G. Compensation for Hiring Committee Activities on Non-Contract Days

A faculty member who serves on a screening committee for hiring a regular monthly staff member or on the Equivalency Committee, on a day during the spring recess, summer and/or winter intersession beyond the 177 days (197 days for counselors, librarians, coordinators, and instructional specialists) of the regular academic year shall receive hourly pay at the first step and first column of the hourly pay schedule for such service. Counselors on a staggered schedule shall perform such service as part of their college service if the activity is scheduled during the regularly scheduled semester (XI.G.2.a.). Department heads may not receive additional duty pay and this pay for the same day of work. For classified hiring, this would include time spent on an interview committee either to establish an eligibility list or select a candidate from the three highest ranks. For academic positions, the time shall include the equal employment opportunity training, committee meetings (including interviews and teaching demonstrations) and time equal to a maximum of twenty (20) minutes for each qualified application folder screened during this time period. Each qualified application must contain a minimum of the college application, a resume, and transcript of the highest earned degree. If the committee meeting to select applicants for interview occurs prior to the last day of the academic year, no pay shall be given for review of folders. There shall be a maximum of \$600 paid to each faculty member serving on a hiring committee, with a maximum of \$3,000 per hiring committee. A faculty member can serve on a maximum of two (2) hiring committees for pay beyond the regular academic year during each year as defined in Article XI.A.

H. Compensation for Part-time Instructor Evaluation Activities

Faculty members who conduct an evaluation of a part-time instructor, shall receive hourly pay, not to exceed three (3) hours pay per evaluation, provided that the evaluation is conducted in accordance with the evaluation procedures for hourly instructors specified in the Certified Hourly Instructors (CHI) Master Agreement. No pay shall be provided for incomplete or late evaluations.

I. Salary Surveys

1. The parties agree that during the term of this Agreement, the following which has been in the parties' Agreement in the past will not be utilized. However, the parties agree to keep this in their Agreement if they wish to use a survey in the future:
2. The parties agree that a salary comparison will be conducted with the following community college districts selected on the basis of comparable (1) FTES; (2) Number of Full-time Faculty; (3) District budget; and (4) geographic proximity affecting potential recruitment of faculty members.

Cerritos	North Orange
Coast	Pasadena
El Camino	Rancho Santiago
Glendale	Santa Monica
Mt. San Antonio	South Orange County

3. Survey information will be compiled by the Human Resources Department for faculty salaries paid to: (1) entry level faculty with a Master's degree; (2) maximum faculty salary with longevity pay, without a doctorate; and, (3) highest faculty salary earnable, with longevity and a doctorate.
4. Data gathered will be used to establish an average ranking of faculty salaries as part of an attempt by the District to keep the average faculty salary at the fourth of the districts surveyed for the following year.

ARTICLE XIII

DEPARTMENT HEAD ELECTION PROCEDURE

Department heads shall be elected by the faculty members in his/her department in an election conducted by the Academic Senate as directed by CCA-LBCC. Before each department head election is held, a list of candidates eligible to run for election in that department shall be compiled by CCA-LBCC and given to the Academic Senate. CCA-LBCC will oversee the election process to ensure compliance with the Master Agreement. Inquiries concerning the department head election procedure or eligibility of candidates for department head shall be answered by CCA-LBCC. Deans may appoint an interim department head to be paid on a prorated basis to fill a vacancy until the department head position is filled through the election process. The appointed department head shall be a member of that department unless no one in the department is willing to serve. Department head appointments are voluntary on the part of the faculty member. A department head election shall be held whenever a new department is formed; a department head resigns, retires, dies, is dismissed, or is absent from office for a semester; or when a department head's term of office expires. These procedures for selection of department head will be followed:

- A. The appropriate dean or designee shall call a meeting of the electorate of the department.
 - 1. In order to be eligible to vote in a department head election, a faculty member must be assigned at least fifty percent (50%) of his/her load in that department in the semester in which the election is held. Faculty members who are not assigned at least fifty percent (50%) in the department during the semester in which the department head election is held shall be able to vote in that election if the average of that person's assignment during the three (3) semesters preceding the election is equal to or exceeds fifty percent (50%) in the department in which the election is being held and if he/she is not assigned fifty percent (50%) or more in another department the semester the election is being held. If the faculty member is assigned fifty percent (50%) to each of two (2) departments, the faculty member shall choose to be a member of the electorate of one (1) of those departments. After a faculty member has chosen to become a member of the electorate of a department, he/she may not choose to become a member of the electorate of any other department until his/her percentages of assignment have changed.
 - 2. Each department head election shall include the votes of the incumbent department head and those department members absent or on leave of absence if available at the time of the election.
- B. At the first part of the meeting, the appropriate dean or designee shall inform the department members of all aspects of the qualifications, duties, responsibilities, and remuneration of the department head position (Appendix A).
- C. Any faculty member is eligible to be a candidate for department head if he/she meets the criteria in this section. In order for a department member to be eligible for candidacy, he/she must be assigned at least sixty percent (60%) to the department as determined by the area of assignment(s) on the faculty service load agreement. Eligibility to run for department head shall include release time if that release time replaces a course or courses whose area of assignment numbers enable eligibility. This will be determined by the potential candidate's faculty service load agreement for the semester of his/her first election. If a faculty member is on sabbatical or other leave of absence during the semester in which the department head election is held, he/she must have been assigned at least sixty percent (60%) in the department during the last semester before his/her sabbatical to be eligible for candidacy. Should no one who meets these standards be available to run for office, a department member with a lesser percentage, if mutually agreed to by the area dean and the electorate of the department, would be eligible. For those department head positions requiring special license by law, credential, or degree, only those people having those qualifications may be candidates.
- D. In case of a tie, a runoff election shall be held. In case of a tie after a runoff election, the area dean shall cast the deciding vote.

ARTICLE XIII – DEPARTMENT HEAD ELECTION PROCEDURE

- E. Department heads are elected for a three (3) year term. The term of the incumbent department head ends with the last day of the semester in which the election is held. The term of the new department head begins with the next day the District offices are open after the conclusion of that semester.
- F. The name of the elected candidate shall be forwarded through proper channels to the Board of Trustees. If approved by the Board of Trustees, the newly elected department head shall serve a term of three (3) years beginning with the semester in which the election is effective.
- G. Department head elections are not to be conducted during the summer and/or winter intersessions.
- H. If there are no candidates for a department head position, the appropriate dean, in consultation with the appropriate vice president, shall appoint a department head to serve for one (1) year.
- I. All department head appointments shall be voluntary on the part of the faculty member.
- J. Recall Procedure
 1. Department head recall requests may be initiated by the majority of the electorate of the department and shall be submitted to the area dean.
 2. Recall requests may be initiated by the area dean and shall be submitted to the appropriate vice president with copies to the department head and electorate of the department.
 3. In the event of a recall request, a secret ballot recall election shall be held by CCA-LBCC within thirty (30) working days. Should the department head be recalled by a majority vote of the department electorate, a new election shall be held immediately in accordance with the election procedures enumerated in Sections B and C of this Article.
- K. Continuance of Service – In order to retain the department head position, a department head must be assigned no less than sixty percent (60%) of a full-time load each academic semester.
- L. Program Directors – The Department Head of the Registered Nursing Department shall also serve as program director of the Associate Degree Nursing Program. This individual shall receive the release time due him/her as a program director in addition to the release time due him/her as a department head. Any other amount of release time for this position must be mutually agreed to by CCA-LBCC and the District. Other department head/program director positions may be combined, as described in this paragraph, by mutual agreement between CCA-LBCC and the District.

ARTICLE XIV

RETIREMENT OPTIONS AND BENEFITS

- A. A faculty member may exercise his/her right to retire from the District when he/she qualifies under the rules and regulations established by the State Teachers' Retirement System (STRS) or the Public Employees' Retirement System (PERS), whichever is applicable.
- B. By mutual agreement with the District, faculty members shall be allowed to participate in a Reduced Workload Program for up to ten (10) years preceding their retirement. Under this program, the faculty member shall be assigned a minimum of fifteen (15) teaching units for the entire year or at least the equivalent of a fifty percent (50%) assignment for each year before retirement. Sick leave will accrue on a prorated basis. The District and the faculty member shall each contribute to the applicable retirement fund the amount that would have been contributed by each had the faculty member been employed on a full-time basis. The District will provide all health benefits (including life insurance) to the faculty member during this time as if he/she were on a full-time assignment. Modification to this program created by legislation or regulation of the applicable retirement system shall supersede the provisions of this Agreement.
- C. Faculty members hired prior to February 1, 1995, who retire from District service, shall designate one of the following retiree medical benefits options at the time the faculty member's retirement forms are submitted to the District:

OPTION A

A faculty member, who retires from the District under STRS or PERS guidelines, after fifteen (15) or more years of service, qualifies for District-paid hospital/medical benefits according to the following schedule:

<u>Age at Retirement</u>	<u>Years of Service</u>	<u>Terms of Coverage</u>
Under 65	15	To age 67
65 or over	15-22	2 years past retirement
65 or over	23-29	3 years past retirement
65 or over	30 or more	4 years past retirement

OPTION B

A faculty member, who retires from the District under STRS or PERS guidelines, after fifteen (15) or more years of service, qualifies for one (1) year of District-paid hospital/medical benefits for every five years of full-time District service.

- D. Faculty members hired after February 1, 1995, shall only be eligible for Option B.
- E. The District and CCA-LBCC will jointly conduct an election of all tenured faculty members on March 1, 1996 at which time each faculty member must elect either Option A or Option B. Faculty members who fail to respond to the election by March 31, 1996 deadline shall be placed on Option B.
- F. Faculty members who were hired prior to February 1, 1995, but who were not tenured faculty members as of March 1, 1996, were previously required to select an option prior to the completion of the academic year in which they received tenure. Faculty members who failed to make a selection by the end of that academic year were placed into Option B.
- G. A faculty member who retires with less than fifteen (15) years of service and all retired faculty members who are no longer eligible for District-paid medical benefits may participate indefinitely in the District health insurance plan by paying their own premiums.

ARTICLE XIV – RETIREMENT OPTIONS AND BENEFITS

- H. The District shall provide Associated Student Body passes and/or discounts to retirees for Associated Student Body events.
- I. When a faculty member dies either before or after retirement, if the surviving spouse/domestic partner is not covered under the provisions of Article VII.G. the District shall allow the surviving spouse/domestic partner to participate in the District health insurance plan by paying his/her own premiums. This provision is subject to change upon written notice from the group insurance carrier.
- J. Retirees, if they so desire, shall be guaranteed a forty percent (40%) load at an hourly rate each semester for two (2) years following retirement. Due to the implementation of AB340 (effective January 1, 2013), such employment shall begin no sooner than one-hundred eighty (180) days following the last day of paid service. This guarantee includes assignment to those courses only or to the area of specialization only to which the retiree would have been assigned if he/she had retained full-time status. This guarantee of assignment is not a guarantee of work.
 - 1. The District will interpret and apply Article XIV.J payment “at an hourly rate” to be in accordance with Schedule 5 (Temporary Faculty).
 - 2. In so doing, the parties acknowledge that teaching responsibilities as an hourly instructor shall include student advisement consistent with adjunct faculty members.
- K. If reasonably available, a desk in an office area shall be provided to retirees working under Section J of this Article.

ARTICLE XV

COLLEGE CALENDAR

- A. The District and CCA-LBCC hereby agree that the College calendar shall be developed by an institutional committee composed of representatives from CCA-LBCC, LBCCE-AFT, the student body, and the District.
- B. The committee will recommend a college calendar to the Superintendent-President who, in turn, shall recommend the college calendar to the Board of Trustees.
- C. The composition of the committee shall be as follows:
 - 1. CCA-LBCC: three (3) representatives
 - 2. LBCCE-AFT: one (1) representative
 - 3. Student Body: one (1) representative
 - 4. District: three (3) representatives, one of who shall chair the committee
- D. The members of the committee shall be appointed by their appropriate representative bodies with the exception of the District members who shall be appointed by the Superintendent-President.
- E. In developing the College calendar, the District and the CCA-LBCC agree to utilize a 16.3 Term Length Multiplier to include 175 days of instruction, three of which are flex days as per Article XI.S., plus two duty days: College Day and Graduation Day for a total of 177 days.
- F. The parties agree that there may be a summer and/or winter intersession as determined by the District. Prior to this determination, the District will consult with CCA-LBCC and the Academic Senate. This is not an obligation to negotiate and the District's right to determine whether to offer an intersession is not limited by its obligation to "consult" with the Academic Senate and CCA-LBCC.

ARTICLE XVI

**FACULTY SERVICE AREAS, ASSIGNMENT,
AND REDUCTIONS IN FORCE**

A. Faculty Service Areas

1. Pursuant to the provisions of Education Code §87743.3, there shall be one faculty service area to be known as the Long Beach Community College Faculty Service Area.
2. Faculty means those full-time probationary or tenured employees who are employed in positions that are not designated as supervisory or management for the purposes of §§3540-3549 of the Government Code and for which minimum qualifications for hire have been specified in the regulations of the Board of Governors adopted pursuant to subdivision (a) of 87356 of the Education Code. Faculty include, but are not limited to, instructors, librarians, counselors, instructional specialists, nurses, disabled student programs and service professionals, extended opportunity programs and services professionals, and individuals employed to perform a service that, before July 1, 1990, required non-supervisory, non-management, certification qualifications.
3. Competency Standards

All faculty who meet the requirements of XVI.3.a. and any one of the conditions listed under XVI.3.b. shall be considered competent in a specific discipline.

- a. Meet the minimum qualifications as adopted by the Board of Governors and as described in AB1725 and SB1590. Equivalency granted at the time of initial employment in the District shall meet the minimum qualifications for the faculty member in the discipline for which it was granted.
- b. Any one of the following:
 - 1) Possess a valid credential authorizing service in the discipline through either a major or minor; or
 - 2) Previous approval by the Board of Trustees to teach a discipline in which the Board of Trustees has deemed the faculty member to have either a major or minor; or
 - 3) Prior college teaching experience in a course that is identical to, or that shares most of the major elements with, any course taught in the discipline in the Long Beach Community College District; or
 - 4) Possess a Bachelor's degree or higher showing a major or minor in the discipline; or
 - 5) Possess the equivalent of a minor, which shall be a minimum of twenty-four (24) semester units in the discipline with a minimum of twelve (12) upper division or graduate level units; or
 - 6) For disciplines in which a Master's degree is not available or generally expected, possess a degree plus appropriate experience plus any required certificate or license as specified in the Board of Governor's Discipline list for the discipline or the equivalent.
4. For purposes of determining competency under XVI.A.3.b.(3) a Course Equivalency Committee shall be formed when proof of previous college teaching experience in a discipline has been provided to the District. The Course Equivalency Committee shall determine whether this experience is identical to, or shares most of the major elements

ARTICLE XVI – FACULTY SERVICE AREAS, ASSIGNMENT, AND REDUCTIONS IN FORCE

with, a course taught in the discipline at Long Beach City College. The Committee shall consist of five (5) members: two (2) faculty members from the department that includes the discipline in question, one (1) faculty member from the counseling department, one (1) administrator from the appropriate area appointed by the appropriate vice president, and one (1) faculty member from the Academic Senate Committee on Equivalency. Recommendations to the appropriate vice president reached by this Committee shall be in writing and include justification for the decision.

5. The District shall maintain a permanent record of each discipline for which a faculty member possesses the minimum qualifications and is competent as defined in XVI.A.3. This record shall be maintained as a part of the faculty member's personnel file.
 - a. A faculty member may add any discipline for which he/she meets the minimum qualifications and competency standards under XVI.A.3. The application for such qualification will be provided by the Human Resources Department, with date of receipt indicated on a copy given the employee at the time of submission.
 - b. The District shall process all applications for the addition of a discipline within thirty (30) working days of their receipt and acknowledge, in writing, entry of qualification in the employee's personnel file.
 - c. The District shall advise applicants whose request for additional disciplines has been denied of the reasons for denial. The faculty member shall then have the right to initiate a grievance at Level II if not satisfied with the explanation.
6. The District will provide one copy per year of the master list of the disciplines for which each faculty member is qualified and competent under the provisions of XVI.A.3 to CCA-LBCC and one copy per year to the Academic Senate. The list will be available at any time for inspection by faculty members. In the event of a layoff or reduction in force, the District shall provide CCA-LBCC with a printed list of all the disciplines for which each faculty member is qualified.

B. Assignment

1. Faculty members hired after June 30, 1990, shall be assigned only to those disciplines for which they meet the minimum qualifications as adopted by the Board of Governors or the equivalency standards as established through joint agreement between the Academic Senate and representatives of the Board of Trustees, and approved by the Board of Trustees.
2. Notwithstanding §87356 of the Education Code, every person authorized to serve as a community college instructor, librarian, counselor, or student personnel worker under a credential issued by the State of California shall retain the right to serve under the terms of that credential, and for that purpose, shall be deemed to possess the minimum qualifications specified for every discipline or service covered by the credential until the expiration of that credential.
3. All faculty employed under the terms of this Agreement on June 30, 1990, shall be deemed competent in those disciplines to which they were assigned as of that date. Faculty are deemed to be employed under the terms of this agreement if they performed services under the terms of the agreement at any time during the 1989-90 fiscal year. If on an approved leave of absence during 1989-90, service performed in the year prior to the leave of absence shall satisfy this provision.

ARTICLE XVI – FACULTY SERVICE AREAS, ASSIGNMENT, AND REDUCTIONS IN FORCE

C. Layoffs and Reductions in Force

Rights of terminated employees shall be as described in §87743 and §87744 of the Education Code.

1. No tenured or probationary faculty member shall be deprived of his/her position for causes other than those specified in the Education Code.
2. The services of no tenured employee may be terminated under this section while any probationary employee, or any other employee with less seniority, is retained to render a service in a faculty service area in which the records of the District maintained pursuant to §87743.4 reflect that the tenured employee possesses the minimum qualifications prescribed by the Board of Governors and is competent to serve under district competency criteria.
3. Notice of the termination of services either for a reduction in attendance or reduction or discontinuance of a particular kind of service shall be given before the 15th of May in the manner prescribed in §87740 for terminations of service that will take effect not later than the beginning of the following school year; services of the employees shall be terminated in the inverse of the order in which they were employed, as determined by the Board of Trustees in accordance with §87413 and §87414. In the event that a tenured or probationary employee is not given the notices and a right to a hearing as provided for in §87740, he or she shall be deemed reemployed for the ensuing school year.
4. The Board of Trustees shall make assignments and reassignments in such a manner that employees shall be retained to render any service which their seniority and qualifications entitle them to render.
5. Any tenured employee whose services have been terminated as provided in the sections above shall have the following rights:
 - a. For the period of thirty-nine (39) months from the date of such termination, any employee who in the meantime has not attained the age of seventy (70) years shall have the preferred right to reappointment in the order of original employment as determined by the Board of Trustees in accordance with the provisions of §87401 to §87424, inclusive, if the number of employees is increased or the discontinued service is reestablished, with no requirements for additional qualifications that were not imposed upon other employees who continued in service. However, no probationary or other employee with less seniority shall be employed to render a service in a faculty service area in which the records of the District maintained pursuant to §87743.5 reflect that the employee is qualified for service under §87355, §87356, or §87359, and is competent to serve under District competency standards.
 - b. The aforesaid right to reappointment may be waived by the employee, without prejudice, for not more than one school year, unless the Board of Trustees extends this right, but such waiver shall not deprive the employee of his or her right to subsequent offers of reappointment.

D. Change in Term Discipline

Sections of this Article which address layoff and reductions in force shall not be changed by virtue of regulations adopted by the Board of Governors or by changes in the Education Code to clarify AB1725 regarding a working definition of the term “discipline” as it relates to minimum qualifications and competencies without CCA-LBCC or the District having first had the opportunity to bargain the effects of such changes.

ARTICLE XVII

REOPENERS

The parties agree that during the 2010-11 academic year, either side may request to meet and negotiate over the following to be effective in academic year 2011-12 (the second year of this Agreement):

- 1) Third Party Complaint Procedure (to modify and improve as addressed in Appendix D);
- 2) Employee Evaluations (as addressed in Article X and Appendices E and F); and
- 3) Issues involving Department Heads (as addressed in Article XI, subsection H and Article XIII).

ARTICLE XVIII – CONTINUATION OF POLICIES AND PROCEDURES

ARTICLE XVIII

CONTINUATION OF POLICIES AND PROCEDURES

- A. Except as otherwise provided in this Agreement, the terms and provisions of the current District Policy Manual, administrative regulations relevant to scope issues, and the Salary Narrative as it pertains to faculty members shall remain in effect during the term of this contract but may be negotiated by mutual agreement with CCA-LBCC.
- B. In those instances where past departmental or institutional practices or procedures are in conflict with this Contract, this Contract shall prevail.
- C. Unless otherwise provided in this Agreement, nothing contained herein shall eliminate or reduce any established departmental practices or procedures existing prior to the contract effective date. In the event a problem arises involving any previously established departmental practice or procedure not contained in this Agreement, the issue shall be resolved by the Contract Administration Committee, if possible, or deferred until the next negotiations.

ARTICLE XIX

SCOPE AND WAIVER CLAUSE

This Agreement shall constitute the full and complete commitment between both parties and shall supersede and cancel all previous Agreements, both written and oral. This Agreement may be altered only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

ARTICLE XX

CONTRACT ADMINISTRATION

- A. This article establishes a Contract Administration Committee for the purpose of administering this Agreement composed of the Vice President, Human Resources or designee, the District Chief Negotiator, the CCA-LBCC President, and the CCA-LBCC Chief Negotiator. The titles used relate to those individuals who by designation of the District or CCA-LBCC are fulfilling all the normal duties of their respective positions. Advisors may be called as required but are excluded from voting and deliberation. The committee will meet on an as-needed basis by request of either the District or CCA-LBCC. Action minutes will be kept as a record of each meeting. Applicable decisions reached by this group will be recorded and distributed by the parties to the District and CCA-LBCC. The committee's decisions shall be binding as though part of this Agreement. All decisions shall be by unanimous vote. In the absence of one of the committee members, any decisions shall be held in abeyance until the full committee is able to meet.
- B. In the case of a grievance, the grievant and respondent may mutually request that the point or points at issue be considered by this committee. Such requests shall be activated between the Informal Level and Level 1 of the grievance procedure (Article V). Decisions reached by the Contract Administration Committee shall be binding on both parties.
- C. Neither the District nor CCA-LBCC waive any rights included in other articles by participation in this procedure.

ARTICLE XXI

ADMINISTRATIVE REVIEW PROCESS – TENURED FACULTY

- A. An administrative review may be initiated and conducted by the appropriate dean when concerns arise over a tenured faculty member's performance with respect to the professional standards in Article X.C. Prior to conducting an administrative review, the administrator and the faculty member shall meet at a time and date when both are available in an informal conference and discuss the administrator's concerns. Throughout the administrative review process, including the informal conference, whenever meetings are scheduled between the faculty member and the administrator, the faculty member may utilize the assistance of a CCA-LBCC representative to facilitate these meetings. The dean may have another administrator present at the meetings if he/she desires. At the first meeting, the dean will provide the faculty member a copy of these procedures (Article XXI).
- B. If the informal conference with the faculty member does not resolve the dean's concerns, within fifteen (15) working days the dean will inform the faculty member in writing or by email of the specific item(s) in Article X.C that will be the basis for the administrative review. If such notice is given, the faculty member shall meet with the dean at a time when both are available within fifteen (15) working days.
- C. At this meeting the dean and the faculty member shall discuss the process by which the administrative review will be carried out. This process will include a schedule of periodic progress meetings between the faculty member and the dean. Action minutes of this and all subsequent meetings will be prepared by the parties. The initial administrative review shall be conducted in a timely manner, within thirty (30) to sixty (60) working days and during the regular academic year (excluding summer and/or winter intersession).
- D. Following this initial administrative review, a meeting shall be held at a date and time when the parties are available to discuss the dean's conclusions and a decision will be made by the dean as to whether a plan for improvement is required. If a plan for improvement is required, the plan will have identifiable objectives and include timelines when each objective is to be achieved. The length of the improvement plan shall be no less than a semester nor more than two (2) semesters. The improvement plan will be discussed between the parties before it is finalized.
- E. At the end of the period of the improvement plan, another meeting shall be held between the dean and the faculty member in order to determine whether the objectives of the improvement plan have been met.
- F. If the dean concludes adequate improvement has not been achieved, the documentation prepared through the administrative review process may be placed in the faculty member's personnel file. The faculty member shall be provided a copy and the opportunity to respond to the documents within ten (10) working days. The faculty member's response shall be placed in the faculty member's personnel file. All documentation regarding the administrative review process (including the faculty member's response) shall, upon the faculty member's request, be sealed after three (3) years if no further action is taken.


ARTICLE XXII

DURATION OF AGREEMENT

This Agreement reflects the incorporation of the 16-Week Calendar Contract dated April 26, 2010, and the January 20, 2011 – June 30, 2013 Master Agreement.

This Agreement is signed and entered into on July 19, 2012, by and between the Long Beach Community College District and the Community College Association-Long Beach Community College District.

DISTRICT REPRESENTATIVE:



CINDY VYSKOCIL, Ed.D.
Chief Negotiator

CCA-LBCC REPRESENTATIVE:



LYNNE MISAJON
Chief Negotiator



ROBERT MAXELL
CCA Negotiator



ROBIN DEVITT
CCA, CTA Regional UniServ Staff, Region

APPENDIX A

GENERIC DEPARTMENT HEAD JOB DESCRIPTION

Purpose

Under the leadership of the appropriate dean the department head shall provide leadership and organizational support to the faculty in maintaining and enhancing academic quality and in reviewing the curriculum and planning a balanced program to meet current and future needs. In addition, the department head shall provide operational support in implementing and maintaining appropriate College policies, procedures, and systems.

Functions

- A. Serves as an ombudsman and as the first-level problem resolver for problems concerning faculty and students within the department.
- B. Prepares and recommends schedule of classes. Recommends the assignment of faculty based upon prior consultation with tenured, contract, probationary and hourly faculty.
 1. Department Head – recommends a pattern of classes for the department; following approval of the pattern, recommends a schedule for faculty after consultation with them. Reads enrollment data and recommends schedule changes after consulting with administration. Closes and splits classes. As determined by the appropriate dean, may assign faculty to contract education classes after consulting with appropriate administration staff and contracting agencies.
 2. Other Department Faculty Members – may recommend a schedule for a certain specialized area of the department.
- C. Participates in the recruitment and selection of hourly faculty, contract faculty, classified employees, substitutes, and student employees.
 1. Department Head – recruits, interviews, and recommends hourly faculty and substitutes to the area dean. Interviews and hires student employees. May interview contract education presenters and instructors as appropriate. Constructs and maintains a list of potential substitutes.
 2. Other Department Faculty Members – participate in hiring committees.
- D. Develops, recommends, and monitors the department operating budgets and professional conference budget.
 1. Department Head – reviews, researches, and recommends changes, tracks expenditures, spends money, and may recommend transfers of funds after consultation with administration.
 2. Other Department Faculty Members – may participate in budget preparation and recommendation of expenditures.
- E. Prepares, prioritizes, and recommends capital outlay requests.
 1. Department Head – researches, prepares, prioritizes and recommends capital outlay requests.
 2. Other Department Faculty Members – recommend expenditures and allocations.

- F. Submits, or causes to be submitted, routine requests and forms, such as those required for supplies, service, maintenance, and equipment.
 - 1. Department Head – makes facilities, equipment, maintenance and repair requests as they affect department program and/or budget.
 - 2. Other Department Faculty Members – identify needs and inform department head.
- G. Participates in obtaining substitutes as needed.
 - 1. Department Head – prepares a list of potential substitutes.
 - 2. Other Department Faculty Members – shall follow established departmental procedures for obtaining substitutes and inform substitutes of what to do. Notify division and department of absence.
- H. Chairs the evaluation committee for tenured/probationary faculty.
 - 1. Department Head – chairs evaluation committee, conducts meetings, and follows time lines and procedures.
 - 2. Other Department Faculty Members – serve on evaluation committees.
- I. Coordinates the evaluation of part-time faculty with the assistance of designated departmental representatives.

Part-Time Faculty Evaluation Procedures

- 1. The purpose of evaluation is to provide an ongoing process by which part-time faculty receive communication regarding their skills as educators and to meet the legal requirements of the Education Code for the evaluation of part-time faculty.
 - a. The evaluation system is based on the assumption that the evaluatee is a professional, competent person. It is intended to ensure the professional competency of the faculty.
 - b. The evaluation procedure is designed to offer a process in accord with the principles of due process. The evaluation standards should be considered as guidelines for the process rather than an absolute measuring device. Evaluators are expected to evaluate each part-time faculty member's qualifications as a whole, to exercise their best professional judgment in preparing their reports, and present reports to the District and the evaluatee that are of value.

2. Professional Standards

The following professional competencies, responsibilities, and activities on the part of the evaluatee shall be considered as a part of the evaluation. A checklist shall be completed by the evaluator with regard to the evaluatee's performance in the following areas:

a. Professional Competence

- 1) Demonstrates professional knowledge in his/her field of preparation/instruction during the performance of assigned duties.
- 2) Communicates ideas, instructions, assignments and other presentations effectively, clearly and accurately.
- 3) Knows and uses material and methods designed to achieve objectives of the area of service assigned.

- 4) Exercises prudent, reasonable, and impartial judgment in reaching decisions, resolving problems, and evaluating the work of others.
- b. Professional Responsibilities
- 1) Meets promptly and effectively all contractual obligations to the District, including turning in grades, attendance, and other reports on time; develops and distributes a course syllabus no later than the end of the second week of the class.
 - 2) Encourages the development of an environment in which the dignity and individuality of others are respected.
 - 3) Plans and organizes effectively the work involved in the assignment.
 - 4) Demonstrates the conscientious use, care, and protection of District property, supplies, and equipment.
- c. Professional Activities
- 1) Demonstrates interest in keeping current on issues in his/her academic field.
 - 2) Works cooperatively with students, peers, and other members of the staff on matters of common interest and concern.
 - 3) Accepts differences of opinion, attitudes, and procedures in professional matters by peers, students, and administration as important to the development of an educational institution.
 - 4) Evaluates his/her own performance, seeks appropriate assistance when it is needed and accepts constructive suggestions for improvement in the assignment. The makeup of the checklist shall be jointly agreed to by CHI, CCA-LBCC, and the District.
3. Evaluation of part-time faculty shall be conducted within the first semester of employment. Thereafter, an evaluation may take place as frequently as deemed necessary, but shall be at least once every six (6) regular semesters or three (3) years, whichever comes first. Hourly faculty teaching only in the summer will be evaluated during the summer.
 4. If an evaluatee does not have an assignment in the semester that he/she is scheduled for an evaluation, the evaluation will occur in the next semester in which the evaluatee has an assignment.
 5. If an evaluatee is assigned to two (2) or more departments, the evaluatee shall be evaluated in a single process involving representatives from each department. The department in which the evaluatee teaches more than fifty percent (50%) of his/her load shall be the evaluatee's "primary department." The Department Head in this primary department will initiate the evaluation process in consultation with the Department Head of the other department(s) in which the evaluatee teaches. If the evaluatee does not teach more than fifty percent (50%) of his/her load in one department, the evaluatee may designate a "primary department" for the purposes of the evaluation process.
 6. If an evaluatee is providing service in a non-teaching position, the evaluatee shall be evaluated using the professional competencies, responsibilities, and activities listed above which may be modified by mutual agreement between the evaluatee and the department to which he/she is assigned.

7. The Human Resources Office will produce the evaluatee evaluation schedule each semester.
8. The part-time academic employee evaluation process shall be as follows: The evaluation process shall be recommended by each department's full-time faculty, after consultation with the department's part-time faculty, and approved by the appropriate dean. This consultation shall include at least a meeting of members of both faculty units (CHI/CTA/NEA and CCA-LBCC) at a reasonable time and place. The appropriate dean shall ensure the evaluation process is appropriately developed and consistently applied for all members of the department. This evaluation process shall include, but is not limited to, the following:
 - a. Peer evaluation by a full-time faculty member(s) of the department. The Department Head will publish a list of full-time faculty members in the department³ who are willing to serve as evaluators. The evaluatee will select at least three (3) people from this list and the Department Head will select the evaluator from these three.
 - b. The process shall include the following:
 - 1) At least one classroom visit or observation in a clinical or other appropriate work setting by the evaluator, at a time agreed to by the evaluatee.
 - 2) Review of completed student evaluation questionnaires. For like activities, functions, and responsibilities this questionnaire shall be identical for both the full-time and part-time faculty in the department.
 - 3) Review of course(s) syllabi, instructional materials used in the course(s), and relevant statistical data, such as grade distribution and retention reports.
 - 4) A review of the employee's record of timely and accurate submission of all required college documents, including attendance and grade report, which shall be provided by the appropriate administrative offices.
 - 5) Departments with non-teaching assignments will develop their own protocol for evaluations in lieu of classroom visitations.
 - c. No one involved in the direct evaluation of the evaluatee shall be a close relative of the evaluatee as defined in Board Policy 2800.2 (spouse/partner, son, son-in-law, daughter, daughter-in-law, mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, grandmother, grandmother-in-law, grandfather, grandfather-in-law, grandchild of the employee, or any person living in the immediate household of the employee). If the Department Head is a close relative of the evaluatee, the appropriate dean will assume the Department Head's role in the evaluation process. If the dean is a close relative of the evaluatee, the appropriate vice president will name another administrator to assume the dean's role.
 - d. All evaluatees within a single department shall be evaluated using the same process.
 - e. Prior to the commencement of the evaluation, the evaluator shall confer with the evaluatee regarding the specifics of the evaluation process and establish a timeline for all meetings, observations and completion of the evaluation process.

³If the number of full-time faculty in the department is less than three (3) or if there are not three full-time faculty members available to serve as evaluators, then the Department Head may elect to conduct the evaluation or seek the additional number of faculty needed to make a list of three (3) from a closely related department.

- f. All information gathered during the evaluation process shall be confidential.
 - g. The evaluator shall discuss the evaluation with the reviewer (Department Head, or if the evaluator is the Department Head, then the reviewer is the appropriate dean⁴). At that time, the reviewer shall discuss with the evaluator information relevant to the evaluatee's compliance with the professional standards listed in I.2.a. The evaluator and reviewer shall jointly agree on and assign a final evaluation rating of either "Satisfactory", "Needs Improvement", or "Unsatisfactory." In the event the evaluator and reviewer cannot agree on a final rating, this decision will be made by the next highest administrative level. If the evaluatee receives a "Needs Improvement" evaluation, then the evaluatee shall be re-evaluated in the subsequent semester of employment if the evaluatee is retained for employment. If the evaluatee receives an "Unsatisfactory" evaluation, he/she may appeal to the next highest level for a review of that rating. A person who receives an "Unsatisfactory" evaluation is no longer eligible for future employment.
 - h. Following the meeting with the reviewer, the evaluator shall meet with the evaluatee to discuss the results of the evaluation activities. This meeting shall occur within ten (10) working days of the conclusion of the evaluation activities.
 - i. The evaluator shall provide a copy of the completed Hourly Academic Employee Evaluation Form to the evaluatee at the conclusion of the meeting to discuss the results of the evaluation.
 - j. The evaluator shall forward the original of the completed Hourly Academic Employee Evaluation Form, signed by the evaluator, reviewer, and evaluatee to the appropriate dean within five (5) working days of the final meeting between the evaluator and the evaluatee.
 - k. The dean shall forward the original of the completed Part-Time Academic Employee Evaluation Form to Human Resources at least five (5) working days before the end of the semester in which the evaluation is conducted.
 - l. The evaluation shall cover the period of time since the last evaluation.
- J. Rates appropriate classified employees with the assistance, when necessary, of designated departmental representatives.
- 1. Department Head – supervises and evaluates appropriate classified personnel.
 - 2. Other Department Faculty Members – provide information regarding performance of classified employees.
- K. Approves faculty textbook requisitions for bookstore use.
- 1. Department Head – approves text requisitions and may adjust them for enrollment trends.
 - 2. Other Department Faculty Members – recommend texts and quantities.
- L. Initially reviews and approves, where appropriate, instructional requests and forms, such as Credit by Examination, Honors, Independent Study, Change of Grade, Change of Location, Field Trips, and Guest Speakers.

⁴Appropriate dean refers to the Area dean, Dean of Counseling and Student Support Services, and Dean of Student Affairs, Physical Education, and Athletics

1. Department Head – reviews and approves, where appropriate, instructor requests and ensures requests comply with approved regulations. Counsels faculty regarding regulations.
 2. Other Department Faculty Members – initiate requests.
- M. Recommends, and periodically reviews, in consultation with the department faculty, course outlines previously reviewed by faculty members, as well as course additions, deletions, modifications, catalog changes, curriculum guides, and graduation/general education requirements.
1. Department Head – after consultation with the faculty, coordinates and recommends course changes, additions and deletions.
 2. Other Department Faculty Members – review and modify course outlines; may initiate curriculum changes.
- N. Assists the Coordinator. School and College Relations with the articulation of course and program offerings with other schools and colleges; also assists in articulation with outside agencies and/or advisory committees.
1. Department Head – acts as spokesperson for the department regarding articulation of course and program offerings with other schools, colleges, and advisory committees as needed. Meets with other schools, colleges, agencies and advisory committees as needed. May meet with outside agencies regarding Contract Education.
 2. Other Department Faculty Members – assist department head in articulation of courses and programs. Meet with schools, colleges, agencies and advisory committees, as needed.
- O. Schedules and conducts department meetings as needed during the academic year.
1. Department Head – schedules and conducts department meetings with a minimum of 24 hours advance notice during a day at a time when a minimal number of classes are in session. Formulates agendas.
 2. Other Department Faculty Members – attend meetings, participate in discussion, may request meeting and contribute to agenda.
- P. Serves as a consultant to the special programs of the college, such as Community Services, career and technical education programs, institutional initiatives, grants and projects.
1. Department Head – acts as spokesperson for departmental and instructional discipline. Consults with specialized programs of the college on an as-needed basis which may include attendance at meetings.
 2. Other Department Faculty Members – provide information to department head and may assist in consultation and may also attend meetings.
- Q. May consult on and recommend, as determined by the appropriate dean, curriculum and staffing for all Contract Education courses.
1. Department Head – as determined by the appropriate dean, may meet with clients, discuss possible courses, recruit presenters/instructors, schedule and staff classes.
 2. Other Department Faculty Members – may consult with department head.
- R. As a department head, and spokesperson for the department, serves on various institutional committees/advisory committees and attends required meetings of department heads.

1. Department Head – attends various meetings and participates as a regular committee member.
2. Other Department Faculty Members – may serve as a consultant to department head. May be asked to act in place of department head.

Additional Tasks

Additional designated tasks will have to be performed by other than the department head and/or department faculty member, in order to assure that these functions are carried out efficiently and effectively.

APPENDIX B

EXCEPTIONS TO FACULTY EVALUATION PROCESS

<u>Position(s)</u>	<u>Chair</u>
Coordinator, Transfer Center	Dean, Counseling and Student Support Services
Coordinator, School/College Relations	Dean, Enrollment Services
Counselor, Financial Aid	Dean, Enrollment Services
Coordinator, Matriculation	Dean, Counseling and Student Support Services
Counselor, EOPS	Director, EOPS

**APPENDIX C
SALARY SCHEDULE 1**

2013-2014 Salary Schedule / CCA

Salary Schedule 1

**Full Time Academic
177 days/10 Months**

	COLUMN 1 Scale A	COLUMN 2 Scale B	COLUMN 3 Scale BB	COLUMN 4 Scale C	COLUMN 5 Scale CC	COLUMN 6 Scale D	COLUMN 7 Scale E
	Less Than Master's Degree	Master's Degree	BA + 42 Units & MA or MA + 14 Units	BA + 56 Units & MA or MA + 28 Units	BA + 70 Units & MA or MA + 42 Units*	BA + 84 Units & MA or MA + 56 Units *	PhD or Equivalent
STEP							
1	\$47,580.48	\$50,554.56	\$52,182.12	\$53,802.96	\$55,751.88	\$57,698.40	\$61,967.76
2	\$49,949.88	\$52,927.08	\$54,555.24	\$56,177.64	\$58,126.92	\$60,075.72	\$64,338.00
3	\$52,325.04	\$55,299.48	\$56,924.88	\$58,550.64	\$60,499.20	\$62,445.96	\$66,712.56
4	\$54,697.80	\$57,669.84	\$59,297.52	\$60,920.40	\$62,869.56	\$64,816.32	\$69,085.20
5	\$57,070.32	\$60,047.40	\$61,672.44	\$63,295.80	\$65,244.48	\$67,193.64	\$71,455.68
6	\$59,440.44	\$62,419.56	\$64,042.68	\$65,665.92	\$67,614.84	\$69,563.88	\$73,830.72
7	\$61,815.60	\$64,792.20	\$66,417.84	\$68,038.32	\$69,989.88	\$71,938.68	\$76,200.96
8**	\$64,190.16	\$67,162.44	\$68,787.96	\$70,413.36	\$72,364.80	\$74,310.84	\$78,573.72
9	\$66,558.48	\$69,537.48	\$71,160.48	\$72,783.36	\$74,735.04	\$76,681.20	\$80,947.92
10	\$68,928.48	\$71,910.00	\$73,532.76	\$75,153.48	\$77,105.28	\$79,053.96	\$83,318.64
11	\$71,303.28	\$74,280.24	\$75,905.76	\$77,528.76	\$79,479.96	\$81,426.36	\$85,690.80
12		\$76,652.88	\$78,275.76	\$79,903.68	\$81,852.60	\$83,799.24	\$88,063.56
13				\$82,276.20	\$84,225.36	\$86,171.52	\$90,436.20
14						\$88,544.28	\$92,811.12
15	\$73,608.12	\$78,957.24	\$80,580.48	\$84,580.56	\$86,529.84	\$90,848.76	\$95,115.48
20	\$75,982.56	\$81,330.48	\$84,140.28	\$86,953.44	\$90,087.36	\$93,219.12	\$97,488.24
25	\$78,352.80	\$83,701.68	\$86,510.52	\$89,323.08	\$92,457.48	\$95,589.24	\$99,858.60
30	\$80,657.40	\$86,001.84	\$88,814.88	\$91,627.56	\$94,761.96	\$97,893.84	\$102,162.96

In order to comply with Education Code 23002, this salary schedule will be paid in twelve (12) monthly payments (Effective 7/1/13)

** Step 8 is maximum entry level

Revised: 7/1/12
Adopted: 5/13/08

**APPENDIX C
SALARY SCHEDULE 1A**

2013-2014 Salary Schedule / CCA

Schedule 1A

**Full Time Academic
197 days/11 Months**

	COLUMN 1 Scale A	COLUMN 2 Scale B	COLUMN 3 Scale BB	COLUMN 4 Scale C	COLUMN 5 Scale CC	COLUMN 6 Scale D	COLUMN 7 Scale E
	Less Than Master's Degree	Master's Degree	BA + 42 Units & MA or MA + 14 Units	BA + 56 Units & MA or MA + 28 Units	BA + 70 Units & MA or MA + 42 Units*	BA + 84 Units & MA or MA + 56 Units *	PhD or Equivalent
STEP							
1	\$52,956.72	\$56,266.92	\$58,078.32	\$59,882.52	\$62,051.52	\$64,218.00	\$68,969.88
2	\$55,593.96	\$58,907.52	\$60,719.40	\$62,525.28	\$64,695.12	\$66,864.00	\$71,607.84
3	\$58,237.44	\$61,548.00	\$63,356.88	\$65,166.48	\$67,335.24	\$69,502.08	\$74,250.72
4	\$60,900.12	\$64,185.96	\$65,997.96	\$67,803.96	\$69,973.56	\$72,140.04	\$76,891.56
5	\$63,518.88	\$66,832.44	\$68,640.96	\$70,447.80	\$72,616.92	\$74,786.04	\$79,529.52
6	\$66,156.72	\$69,472.44	\$71,279.28	\$73,085.52	\$75,255.00	\$77,424.24	\$82,173.12
7	\$68,800.44	\$72,113.40	\$73,922.64	\$75,726.36	\$77,898.36	\$80,067.24	\$84,811.08
8**	\$71,440.80	\$74,751.48	\$76,560.36	\$78,369.60	\$80,541.60	\$82,707.72	\$87,452.04
9	\$74,079.12	\$77,394.84	\$79,201.20	\$81,007.44	\$83,179.44	\$85,345.80	\$90,094.56
10	\$76,716.84	\$80,396.52	\$81,841.68	\$83,645.28	\$85,817.76	\$87,986.64	\$92,733.36
11	\$79,360.08	\$82,673.52	\$84,482.40	\$86,289.12	\$88,460.52	\$90,627.36	\$95,373.36
12		\$85,314.24	\$87,120.60	\$88,932.36	\$91,101.48	\$93,267.96	\$98,014.44
13				\$91,573.08	\$93,742.20	\$95,908.44	\$100,655.04
14						\$98,549.28	\$103,298.28
15	\$81,925.20	\$87,878.64	\$89,685.60	\$94,137.84	\$96,307.32	\$101,114.04	\$105,863.28
20	\$84,568.32	\$90,520.08	\$93,647.76	\$96,778.44	\$100,266.48	\$103,752.36	\$108,503.76
25	\$87,206.28	\$93,155.04	\$96,285.60	\$99,416.28	\$102,904.68	\$106,390.32	\$111,142.08
30	\$89,771.16	\$95,719.68	\$98,850.36	\$101,980.92	\$105,469.68	\$108,955.20	\$113,706.60

In order to comply with Education Code 23002, this salary schedule will be paid in twelve (12) monthly payments (Effective 7/1/13)

** Step 8 is maximum entry level

Effective: 7/1/12

Adopted: 5/13/08

**APPENDIX C
SALARY SCHEDULE 3
ADDITIONAL COMPENSATION**

2010-2013

Long Beach Community College District

**Appendix C
Schedule 3**

Additional Compensation Paid to Academic Employees Based on Additional Time and/or Responsibility

Total Amount For School Year

\$1,854.50	Drama Director (per production)	
\$2,526	Assistant Swimming* Assistant Water Polo* Cross Country (M&W)*	Drama Costume Coordinator* Pepster Advisor
\$3,114	Assistant Baseball* Assistant Softball*	Assistant Track (M&W)* Assistant Volleyball (M&W)*
\$3,709	Academic Standards and Policies Subcommittee Chair Assistant Basketball (M&W)* Band Director Choir Director Dance Director Instrumental Jazz Director	Newspaper Director Orchestra Director Radio/TV Director Soccer (M&W)* Swimming, Head Coach* Tennis (M&W)* Vocal/Jazz Director Volleyball, Head Coach (M&W)* Water Polo*
\$5,043	Intramurals*	Track, Head Coach (M&W)*
\$5,641	Articulation Coordinator* Associate Degree and General Education Subcommittee Chair Baseball, Head Coach* Committee on Curriculum and Instruction Chair Department Head**	Football Assistant* Matriculation Coordinator* Program Review Subcommittee Chair Softball, Head Coach* Transfer Services Coordinator*
\$6,235	Basketball, Head Coach (M&W)*	
\$7,568		Football, Head Coach*

Faculty members on Special Assignments can be placed on this schedule as required.

(Additional pro rata daily amounts will be paid to those instructors whose teams compete in post-season events.)

(When recommended by the Superintendent-President, the additional compensation may be continued for certain employees during the intersession months if their responsibilities continue into the intersession months and are identical to the regular school year.)

Payment will be made in a lump sum at the end of each activity, or if the activity covers the entire year, a prorated payment will be made at the end of each semester, on the academic hourly payroll.

*Assignments indicated by an asterisk will have the additional compensation paid as part of their monthly salary, on the academic hourly payroll, over the period of the assignment.

**Department Head assignments, indicated by two asterisks, will have the additional compensation paid as part of their monthly salary over the period of the assignment.

**APPENDIX C
SALARY SCHEDULE 5A
FULL TIME FACULTY HOURLY PAY**

2012-2013

Long Beach Community College District

Schedule 5A

Full-Time Faculty Hourly Pay

Years of Service	Less Than Master's	Master's or More
1	\$50.46	\$53.93
2	\$50.46	\$53.93
3	\$53.93	\$57.69
4	\$57.69	\$61.78

Effective: 8/1/2012
Adopted: 5/16/2012

APPENDIX D

DISTRICT GUIDELINES FOR INVESTIGATING COMPLAINTS THAT COULD LEAD TO FORMAL DISCIPLINARY ACTION AGAINST ACADEMIC EMPLOYEES

Faculty members may, on occasion, be subject to situations that, if not resolved, may result in some form of a complaint, (a formal or informal complaint communicated to department head, supervisor, manager or administrator either orally or in writing) by members of the college community. The college community is defined as individual faculty members, classified employees, or students. While individuals have the right to bring forth complaints, faculty have the right to expect that complaints shall be handled fairly and this procedure will ensure they have the ability to respond to any complaints alleged against them.

While the parties acknowledge that a procedure for processing complaints is worthwhile, the parties recognize that this procedure is not intended to prevent individuals from exercising their rights under the law. Thus, this procedure is separate from the faculty evaluation procedure, any disciplinary action initiated by the District in accordance with the Master Agreement, or allegations involving violations of state or federal law or District policy. In addition, anything filed which qualifies as a grievance per the grievance procedure will be processed as a grievance, not in accordance with this procedure.

The parties agree that the following procedures will be used whenever a significant complaint is alleged against a faculty member:

- A. The complaint or allegation shall be forwarded (by whoever receives the complaint) to the employee's department head or dean as appropriate. Should a conflict of interest arise with the dean or department head that would prohibit them from being involved in the complaint process, Human Resources in consultation with the appropriate Vice President will select an alternate administrator or department head to oversee the process.
- B. Whoever is responsible for reviewing the complaint will, as soon as possible (but in no case more than thirty (30) days as defined in Article V.A.3. of this Master Agreement, take all reasonable steps to initiate the investigation of the complaint. This may include, but is not limited to, contacting (and perhaps meeting with if necessary) the complainant, the faculty member, and other witnesses. If for any reason the 30 day timeframe cannot be met, the responsible party shall notify the involved faculty member and CCA, in writing, of the reason for the delay.
- C. Whoever is responsible for reviewing the complaint will notify the faculty member of the complaint(s) brought against him/her. As appropriate or necessary, the complainant shall be disclosed to the faculty member at an appropriate time in the investigatory process. If the complainant is anonymous, there is no obligation to investigate the complaint.
- D. If requested by the faculty member who is the subject of the complaint and agreed to by the complainant, the District shall arrange a meeting between the faculty member, the complainant and the department head or dean, in an effort to solve the problem. The faculty member may be represented by the Association if he/she so desires. Should the complaint or allegation involve two (2) or more employees in the same bargaining unit, Association representation will be provided to each employee separately, but in no case shall the Association be representing one member's interests against the other, as its sole involvement is to assist in facilitation and resolution of any issue between the parties. It is clearly understood that the Association cannot and will not represent one unit member against another.
- E. The District shall make a fair and reasonable effort to verify the accuracy of any written complaint or allegation. Any complaint found to be without merit shall not be acted upon by the District. Any action taken by the District against an employee on the basis of such a complaint shall not be arbitrary or capricious, and shall be guided by the principles of due process and progressive discipline as appropriate to each circumstance.

Neither the faculty member nor the complainant or his/her representatives shall engage in any retaliation or intimidation toward each other or the witnesses.

In the event that a faculty member makes repeated, unmerited and/or frivolous complaints against another faculty member(s) that are found by the District to have no merit, the complaining faculty member may be subjected to the disciplinary process and/or a fitness for duty medical or psychological examination.

APPENDIX E
EVALUATION FORMS

- E-1 – Probationary Evaluation Checklist
- E-2 – Probationary Faculty Observation Report
- E-3 – Probationary Faculty Response to Student Evaluation Form
- E-4 – Self-Evaluation Report: Probationary Faculty
- E-5 – Committee Member Evaluation Worksheet for Probationary Faculty
- E-6 – Annual Evaluation Report for Probationary Faculty
- E-7 – Recommendation Sheet: Probationary Faculty
- E-8.A – STUDENT EVALUATION OF CLASSROOM FACULTY
- E-8.B – STUDENT EVALUATION OF COUNSELOR
- E-8.C – STUDENT EVALUATION OF LIBRARIAN
- E-8.D – STUDENT EVALUATION OF INSTRUCTIONAL SPECIALIST
- E-8.E – STUDENT EVALUATION OF CLINICAL FACULTY:
NURSING AND ALLIED HEALTH PROGRAM
- E-8.F – STUDENT EVALUATION OF ONLINE TEACHING
- E-9 – Tenured Faculty Evaluation Checklist
- E-10 – Self-Evaluation Report: Tenured Faculty
- E-11 – Peer Observation Report: Tenured Faculty
- E-12 – Tenured Faculty Response to Student Evaluation
- E-13 – Committee Member Evaluation Worksheet for Tenured Faculty
- E-14 – Annual Evaluation Report for Tenured Faculty

Writeable evaluation forms are available online at:

<http://www.lbcc.edu/humanresources/ccaContractAppendixE.cfm>

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