

ARTICLE 11

HOURS OF EMPLOYMENT/SERVICE LOAD

11.1 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. New faculty who participate in the three (3) day New Faculty Orientation shall be paid at his/her hourly 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.

11.2 Weekly Hours of Service

11.2.1 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~~ the semester schedule, including courses, student office hours, percentage of reassigned time and banked load.

11.2.2 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~~ a faculty member's ~~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.

11.2.3 An exception to Sections 11.1 and 11.2 above shall be the Nursing departments where clinical assignments are an essential function of a full-time Nursing faculty assignment. Clinical assignments shall be compensated on the basis of eight and one-half (8.5) hours worked.

11.2.4 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 Section 11.2.1 of this Article:

11.2.4.1 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 Section 11.10 of this Article).

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

11.2.4.2.1 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).

11.2.4.2.2 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.

11.2.4.2.3 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.

11.2.4.2.4 A faculty member who has an hourly overload assignment shall use that portion of the overload assignment needed to fulfill ~~his/her~~ their contract obligation before acquiring bumping rights.

11.2.4.2.5 Bumping provisions apply during the summer and/or winter intersession for faculty members who lose a class because of low enrollment.

11.2.5 Faculty members on a (5) 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~~ the faculty member 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 Section 11.2.2, when such a change would benefit the educational program.

11.2.6 Faculty members shall not be given mandatory Saturday and/or Sunday regular load assignments unless the District has informed both LBCCFA 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.

11.3 Examination Period – Graduation

11.3.1 Classes will be held until the last day of the semester and final exams will be held within regularly scheduled class times.

11.3.2 Graduation is a paid day of service to the District (Section 11.1). Faculty members are required to participate in the graduation ceremony in order to be paid for this day of service unless the faculty member is absent due to illness or has an absence that has been pre-approved.

11.4 Teaching Units

11.4.1 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:

11.4.1.1 One (1.125) lecture hour equals one (1) teaching unit.

11.4.1.2 One (1.125) laboratory hour equals—0.9 teaching unit.

11.4.1.3 One (1.125) off-site nursing assignment hour (which takes place at a medical facility) equals one (1) teaching unit.

11.4.1.5 Faculty members teaching a work experience class shall receive three (3) teaching units. All work experience classes will have a maximum enrollment of fifteen (15) students unless the Vice President, Academic Affairs approves otherwise.

11.4.1.6 Teaching units for field work in 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:

- Type 1 (wherein Instructor/Coordinators visit multiple job sites over a large geographical area) = 20 minutes/week
- Clinical practicum = 30 minutes/week

11.4.2 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.

11.4.3 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.

11.5 Faculty Members' Schedules

11.5.1 Every faculty member must meet the minimum qualifications for the discipline to which ~~he/she~~ the faculty member is assigned as approved by the California Community College Board of Governors.

11.5.2 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~~ the faculty member meets the minimum qualifications by making a request in writing to ~~his/her~~ the faculty member's 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~~ the faculty member shall be provided with a written statement indicating the reason for the denial of the request.

11.5.3 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.

11.5.4 Assignment

11.5.4.1 The department head shall consult with each faculty member, assuming ~~he/she~~ the faculty member 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~~ the appropriate dean shall so advise the department head in writing as to the reason(s), with a copy to the affected faculty member(s).

11.5.4.2 No more than 60% of a faculty member's 100%-standard teaching load (Section 11.4) may be online-. Any deviation from this load limitation must be approved by the Vice President of Academic Affairs, in consultation with the dean and department chair. The Association President will be notified of all deviations. In order to be approved for an online teaching assignment, a faculty member must complete the District's online teaching training component certification or present documented completion of an online teaching certification from another institution regionally accredited college to the Office of Online Learning and Educational Technology for their approval.

11.5.4.3 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 11.8.3 of this Article.

11.5.5 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~~ the faculty member shall be provided with a written statement indicating the reason for the reassignment.

11.5.6 With the prior approval of the appropriate dean, a faculty member may use another faculty member to cover the first faculty member's class when the first faculty member is absent on District business or an authorized leave of absence. If coverage falls outside of the substitute instructor's regular assignment, the substitute instructor shall be paid at the appropriate hourly rate of pay. Such coverage shall not be unreasonably denied.

11.5.7 Courses Designated As To Be Arranged (TBA)

11.5.7.1 Faculty 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.

11.5.7.2 Faculty assigned to teach classes designated as TBA and/or Direct Contact Hours (positive attendance) shall fulfill all State requirements related to TBA classes including the documenting and tracking of student attendance.

11.5.7.3 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.

11.6 Out-of-Class Responsibilities

11.6.1 Student Office Hours

11.6.1.1 Faculty members shall devote five (5) student office hours per week for a total of 160 (one hundred sixty) student office hours per academic year for a contract teaching load of thirty (30) teaching units. The number of student office hours shall be reduced proportionately if the number of TUs devoted to classroom instruction is reduced.

11.6.1.2 Student 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~~ a proposed schedule of student office hours to ~~his/her~~ the appropriate dean by putting the student office hours on the ~~his/her~~ faculty member's service load agreement. Each faculty member shall post ~~his/her~~ student office hours on ~~his/her~~ the faculty member's office door and/or learning management system. ~~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.~~

11.6.2 College Service Hours

Faculty members shall devote an average of 5 hours per week (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 student 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 LBCCFA Representative Council and/or Executive Board, the LBCCFA negotiating team, 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.

11.6.3 Course Syllabus

All faculty members are required to publish course syllabi on the District's approved Learning Management System for each course they teach and to keep on file in the department/school office a course information sheet (syllabus) for each course for each semester, and Syllabi shall be distributed to students 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 modes of communication (e.g. announcements, emails, student feedback, direct messaging)
- Student 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.

11.6.4 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.

11.7 Non-classroom Assignments – Counselors, Instructional Specialists, Librarians, and Coordinators

11.7.1 Counseling Contracts

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

- 11.7.1.1.1 Counselors' Schedules: 177 days will be based upon the academic year as defined in Section 11.1 (fall and spring semesters, flex days, College Day, and Graduation). Counselors will be scheduled to work

beginning with the start of each semester.

- 11.7.1.1.2 During the fall and spring semesters (177 days), 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. Five (5) hours per week shall be for professional preparation/documentation
- 11.7.1.1.3 Extended Year Assignment: Twenty (20) additional days or one hundred twenty-eight (128) hours 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.
- 11.7.1.1.4 The department head shall recommend to the dean by no later than April 1 the number of counselors to be assigned to each schedule, including the scheduling of the twenty (20) additional days/one hundred twenty-eight (128) hours. The schedules and the placement of the twenty (20) additional days/128 hours are subject to the approval of the dean as defined in Section 11.5.4.1 of this Article.
- 11.7.1.1.5 Once the 197 days have been worked, the counselor may work additional hours at the faculty member's option, to be compensated at the hourly rate or carried over to the following year.
- 11.7.1.1.6 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.
- 11.7.1.1.7 Changes made in counselors' schedules after April 15 require prior consent of the affected faculty member.

11.7.1.2 Reporting Structure

- 11.7.1.2.1 All faculty counselors, regardless of the department to which they are assigned, will be represented by the Counseling department head.
- 11.7.1.2.2 All counselors assigned to general counseling, the International Student Program, Athletics, and Veteran Services, as well as the Transfer Coordinator and Career Counseling Coordinator, will continue to report directly to the Dean of Counseling and Student Support Services and will adhere to the related faculty evaluation process as outlined in the Contract.
- 11.7.1.2.3 Counselors/faculty assigned to non-general counseling departments --specifically EOPS, DSPS, Enrollment Services, and CalWorks--will maintain a direct reporting line to the manager over their specific department but will also have an indirect reporting line to the Dean of Counseling and Student Support Services.

11.7.2 Instructional Specialists

Instructional Specialists shall be assigned to the 197 Days Schedule to be worked in the following manner:

- 11.7.2.1 177 Days -- Instructional Specialists 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.
- 11.7.2.2 During the fall and spring semesters (177 days), the assignment for 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 the forty (40) shall be for professional preparation.
- 11.7.2.3 Extended Year Assignment: Twenty (20) additional days will be assigned to be worked during the summer and/or winter intersession.
- 11.7.2.4 Once the 197 days have been worked, the Instructional Specialist may work additional hours at the hourly rate. Such assignments shall be voluntary for the Instructional Specialists subject to the recommendation of the department head and the approval of the appropriate Dean.
- 11.7.2.5 Changes made in the Instructional Specialist's schedule after April 15 will be made in accordance Section 11.5.5 of this Article.

11.7.3 Librarians' Contracts

Librarians shall be assigned to the 197 Days Schedule to be worked in the following manner:

- 11.7.3.1 Librarians' Schedules: 177 days will be based upon the academic year as defined in Section 11.1 (fall and spring semesters, flex days, College Day, and Graduation). Librarians will be scheduled to work beginning with the start of each semester.
- 11.7.3.2 During the fall and spring semesters (177 days), the assignment for Librarians shall be based on a forty-five (45) hour work week. Five (5) of the forty-five (45) hours shall be devoted to college service and ~~three (3)~~ five (5) hours of forty-five (45) shall be for professional preparation.
- 11.7.3.3 Extended Year Assignment: Twenty (20) additional days or 128 hours --will be assigned to be worked during the summer and/or winter intersession.
- 11.7.3.4 Once the 197 days have been worked, the Librarian may work additional hours at the hourly rate. Such assignments shall be voluntary for the Librarian and subject to the recommendation of the department head and the approval of the appropriate Dean.
- 11.7.3.5 Changes made in the Librarian's schedule after April 15 will be made in accordance with Section 11.5.5 of this Article.

11.7.4 Counselor, Instructional Specialists and Librarian Contract Provisions

- 11.7.4.1 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 Section 11.5.4.1 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.
- 11.7.4.2 One hundred ninety-seven (197) day assignments shall receive an additional sick leave day but no vacation or holiday pay.
- 11.7.4.3 Without prior consent of the faculty member affected, extended year assignments shall be for not less than three (3) days per week.
- 11.7.4.4 During the summer, each librarian, counselor, and instructional specialist shall have the opportunity for at least three (3) consecutive weeks free from assignment.

11.7.5 Coordinator Assignments

- 11.7.5.1 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 LBCCFA 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 12. 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.
- 11.7.5.2 Coordinator assignments shall be assigned to the 197-day schedule to be worked in the following manner:
 - 11.7.5.2.1 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.
 - 11.7.5.2.2 Twenty (20) additional days will be assigned to be worked during the summer and/or winter intersession (extended year assignment).
 - 11.7.5.2.3 Once the 197 days have been worked, the Coordinator may work additional days and be compensated at the faculty member's regular hourly rate.

11.7.6 Reassigned Time Conversion

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

11.8 Overtime Assignments

- 11.8.1 Overtime assignments shall be limited to a maximum of 10.125 hours per week, equivalent to nine (9) TUs. Requests for exceptions to these limitations must be approved by the appropriate vice president.
- 11.8.2 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.
- 11.8.3 Load Banking
- 11.8.3.1 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.
- 11.8.3.2 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.
- 11.8.3.4 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.
- 11.8.3.5 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 member's 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.
- 11.8.3.6 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 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.
- 11.8.3.7 Full-time faculty may load bank a maximum of three (3) teaching units per academic year from an intersession term which can be applied toward the maximum of eighteen (18) teaching units referenced in Section 11.8.3.2 of this

Article. The academic year includes the summer session immediately preceding the fall semester.

- 11.8.3.8 A faculty member shall notify ~~his/her~~ the department head of ~~his/her~~ an 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.
- 11.8.3.9 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.
- 11.8.3.10 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~~ faculty member's 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.
- 11.8.3.11 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.
- 11.8.3.12 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.
- 11.8.3.13 Each faculty member with banked load must approve ~~his/her~~ their 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.
- 11.8.3.14 Banked loads cannot be transferred, loaned, or assigned between faculty members.
- 11.8.3.15 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.
- 11.8.3.15.1 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.
- 11.8.3.15.1 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.
- 11.8.3.16 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.

11.8.3.16.1 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.

11.8.3.16.1 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.

11.8.3.17 Overload assignments supported by categorically funded programs may not be load banked.

11.9 Reassigned Time for Bargaining Unit

The Association shall be granted one (1) FTE of paid reassigned time during the academic year. An additional 0.6 FTE of paid reassigned time shall be granted to the Association during an academic year where formal bargaining is scheduled to occur. The LBCCFA 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.

11.10 Summer / Winter Intersession

11.10.1 Scheduling

11.10.1.1 The District at its option may schedule a summer and/or winter intersession.

11.10.1.2 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.

11.10.1.3 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.

11.10.2 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. For this assignment, the faculty member shall receive his/her hourly rate.

11.10.3 Faculty members working during the summer and/or winter intersession for assignments for which Faculty Service Load Agreements are used shall be paid for the time worked in each month.

11.10.4 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.

11.10.5 Clinical practicum assignments shall be calculated according to the formula presented in

Section 11.4.1.3 of this Article.

- 11.10.6 All summer and/or winter intersession assignments shall be voluntary for the faculty member.
- 11.10.7 Summer and winter classes are not scheduled on Independence Day and Martin Luther King Day, therefore, there will be no compensation for those days.
- 11.10.8 All other provisions of the contract shall apply during summer and/or winter intersession.

11.11 Team-Taught Classes

- 11.11.1 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.
- 11.11.2 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.

11.12 Maximum Class Size

- 11.12.1 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.
- 11.12.2 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 LBCCFA by means of the agenda and minutes of the Curriculum Committee for the purposes of updating the Master Course File.
- 11.12.3 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 11.14 of this Article.
- 11.12.4 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.

11.13 Minimum Class Size

A class may be cancelled for low enrollment prior to the start of the first day of the class except in special circumstances as determined by the Vice President of Academic Affairs. 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 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.

11.13.1 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:

11.13.1.1 The course is the last in a sequence.

11.13.1.2 It is the only course of its kind and it is required for one of our programs.

11.13.1.3 It is an academic subject, traditionally recognized as a necessary component of liberal arts and science programs.

11.13.1.4 It is a new course that is being given a chance to demonstrate its viability.

11.13.1.5 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 this Section 11.13, 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).

11.13.2 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 11.12 of this Article.

11.13.3 Honors classes are subject to a minimum class size of thirteen (13).

11.13.4 The minimum class size in classes for disabled students shall be twelve (12).

11.14 Load in Large Lecture Classes

11.14.1 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).

11.14.2 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.

11.14.3 A faculty member shall be paid an additional stipend based on enrollment at census over the class size maximum as described in the table below.

			1 - < 2 Units	2 - < 3 Units	3 - < 4 Units	4 - < 5 Units	5 - < 6 Units
Class Enrollment Capacity	Actual Enrollment at Census	Percentage over Course Capacity	18.0 - 35.9 Contact Hrs	36.0 - 53.9 Contact Hrs	54.0 - 71.9 Contact Hrs	72.0 - 89.9 Contact Hrs	90.0 - 107.9 Contact Hrs
40	40	0%	NA	NA	NA	NA	NA
68	50	125%	\$315	\$630	\$945	\$1,260	\$1,575
68	60	150%	\$630	\$1,260	\$1,890	\$2,520	\$3,150
68	68	170%	1.5 x TU	1.5 x TU	1.5 x TU	1.5 x TU	1.5 x TU
96	80	200%	1.5 x TU + \$315	1.5 x TU + \$630	1.5 x TU + \$945	1.5 x TU + \$1,260	1.5 x TU + \$1,575
96	90	225%	1.5 x TU + \$630	1.5 x TU + \$1,260	1.5 x TU + \$1,890	1.5 x TU + \$2,520	1.5 x TU + \$3,150
96	96	240%	2.0 x TU	2.0 x TU	2.0 x TU	2.0 x TU	2.0 x TU

11.14.3.1 The criteria for the selection of large class stipends shall include but not be limited to: (a) Courses traditionally offered as large lectures at CSU/UC; (b) General Education courses needed for student completion; (c) Courses in high demand based on student need, times offered, or limited faculty availability. Prior to the commencement of classes, the Vice President, Academic Affairs, shall communicate to deans the courses in their areas that have been identified as potentially eligible for a large class stipend.

11.14.3.2 No faculty member shall be required to teach a course identified as eligible for the large class stipend. Participation shall be voluntary.

11.14.3.3 In order to receive the large class stipend, a faculty member must have written approval of the Vice President, Academic Affairs, prior to commencement of the class. Approval of a large class stipend is solely at the discretion of the Vice President, Academic Affairs.

11.14.3.4 Large lecture classes will be held only in locations which meet health and safety requirements for the number of students enrolled in the class.

11.15 Honors Program

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

11.15.2 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.

11.15.3 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.

11.16 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.

11.17 Flex Day Activity

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

11.17.1 In accordance with Article 15.5, 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.

11.17.2 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.

11.17.3 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 by the Calendar Committee. The activity assigned to the floating flex day may be scheduled at the faculty member's discretion.

11.17.4 Nursing faculty who are assigned to work a clinical day on the same day as the assigned on-campus flex day are required to make-up the clinical time missed due to flex day in order to meet minimum state requirements pertaining to total clinical hours per course. For those affected faculty members, such time shall be compensated at .33 TUs.

11.18 Reassigned Time Study Group

This study group shall be initiated at the request of LBCCFA. A study group of not more than six (6) employees shall be appointed to review and make recommendations pertaining to reassigned 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 LBCCFA.

ARTICLE 12

SALARY

12.1 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. The maximum initial placement level is Step 7. Step placement credit for experience shall be granted in accordance with this Article. (See Memorandum of Understanding dated December 15, 2014.)

12.1.1 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:

12.1.1.1 Contract employment for at least fifty percent (50%) of a full school year or one (1) full semester;

12.1.1.2 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;

12.1.1.3 Temporary employment equaling at least four hundred and five (405) hours during a fiscal year.

12.1.2 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.

12.1.3 Government Service

Placement credit for government service (including, but not limited to, military service, Peace Corps, etc.) is granted as in Section 12.1.1 above if the employee taught in the field for which he/she is to be employed. Credit shall be granted as in Section 12.1.2. above if the duties performed in the service contribute directly to the effectiveness of the work for which the employee has been assigned.

12.1.4 Lottery Placement

Faculty members who have served in a long-term substitute position for the year prior to being hired as a permanent faculty member, will receive seniority in the year that they served as a long-term substitute. These faculty will be placed on the seniority list at the end of the lottery from the year in which they served as a long-term substitute. If multiple long-term substitutes are hired as permanent faculty during the same year, a separate

lottery will be held for these faculty to determine seniority within that year (California Education Code § 87481.)

12.2 Credit for Advanced Study

- 12.2.1 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 LBCCFA. All costs associated with this evaluation shall be borne by the faculty member.
- 12.2.2 Placement on Schedule 1 or Schedule 1A shall be in accordance with the following provisions:
- 12.2.2.1 Placement on Column 1 is granted to those who do not possess a Master's degree or qualify for vocational equivalency.
- 12.2.2.2 Placement on Column 2 is dependent on possession of a Master's degree (see Section 12.2.3 below for vocational equivalencies.)
- 12.2.2.3 Placement on Column 3 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 Section 12.2.3 below for vocational equivalencies.)
- 12.2.2.4 Placement on Column 4 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 Section 12.2.3 below for vocational equivalencies.)
- 12.2.2.5 Placement on Column 5 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 Section 12.2.3 below for vocational equivalencies.)
- 12.2.2.6 Placement on Column 6 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 Section 12.2.3 below for vocational equivalencies.)
- 12.2.2.7 Placement on Column 7 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.

- 12.2.3 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.
- 12.2.3.1 All persons who do not qualify for salary placement under Sections 12.2.3.2, 12.2.3.3, or 12.2.3.4 below shall be considered to have less than a Master's degree and will be placed on the first column of the salary schedule.
- 12.2.3.2 Placement on Column 2: (1) LL.B. or J.D. degree if it does not qualify in Section 12.2.2.7 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.
- 12.2.3.3 Placement on Column 3 is dependent on fourteen (14) semester hours of work beyond the requirements for placement on Column B.
- 12.2.3.4 Placement on Column 4: (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 Section 12.2.2 shall fulfill the requirements of this section.
- 12.2.3.5 Placement on Column 5 is dependent on fourteen (14) semester hours of work beyond the requirements for placement on Column C.
- 12.2.3.6 Placement on Column 6: 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.
- 12.2.4 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).
- 12.2.4.1 For salary advancement under a Ph.D. or equivalent, the employee may submit an official letter from the accredited institution certifying that all degree

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

requirements have been completed. This letter must be submitted directly to Human Resources.

- 12.2.4.2 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 Section 12.2.4 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).
- 12.2.5 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 subsequent semester or summer session.
- 12.2.6 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 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 Sections 12.1.1 and 12.2.8 of this Article.
- 12.2.7 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.
- 12.2.8 Courses for upgrading on the salary schedule must be of upper division or graduate standing. Credit will only be granted for courses taught at an independently accredited institution. Coursework from an institution operating under another institution's accreditation will not be accepted. 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. No credit will be granted for professional development courses, continuing education units (CEU) or any courses not transferable to a post baccalaureate degree (whether or not a degree is obtained).
- 12.2.9 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.
- 12.2.9.1 Human Resources will provide a copy of their response to LBCCFA and the faculty member.
- 12.2.9.2 Human Resources will follow up with the faculty member within ten (10) working days.

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.

- 12.2.10 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.

12.3 Salary Increments

- 12.3.1 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.

- 12.3.2 The following increments, as defined in Section 12.3.1 above, shall be awarded on the first day of paid service in the academic year which qualifies for the increment.

- 12.3.3 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.

12.3.4 Leave of Absence

- 12.3.4.1 Any faculty member who has a leave of absence:

12.3.4.1.1 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);

12.3.4.1.2 To teach in a foreign country;

12.3.4.1.3 For sabbatical leave or professional development leave, or

12.3.4.1.4 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.

- 12.3.4.2 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.

12.4 Salary Adjustments with Change in Status

- 12.4.1 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.

- 12.4.2 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.
- 12.4.3 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.
- 12.4.4 Any change in the length of a faculty member's assignment (away from a 177-day or 197-day assignment) shall be negotiated.

12.5 Salary Schedule 3 - Additional Time and/or Responsibility Compensation

- 12.5.1 At the request of the LBCCFA, the District will provide a list of all District Stipends, amounts and recipients.
- 12.5.2 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.
- 12.5.2.1 The District and LBCCFA agree that the following will be included in the distribution notice:
- desired applicant criteria
 - application deadline
 - essential duties and responsibilities
 - amount and duration of stipend
- 12.5.2.2 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.
- 12.5.3 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.
- 12.5.4 Any additions, deletions, or modifications to this Schedule 3 shall be negotiated between the District and LBCCFA.

12.6 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 Section 12.2 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.

12.7 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 (Article 11.7.1.1.1). 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 11.1.

12.8 Compensation for Instructor Evaluation Activities

12.8.1 Faculty members who conduct an evaluation of a part-time instructor, shall receive hourly pay, not to exceed three (3) hours pay for each annual 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 when submitted after the established committee timelines.

12.8.2 Tenure Review Committee members, excluding the evaluatee, who conduct an evaluation of a probationary full-time faculty member, shall receive hourly pay, not to exceed three (3) hours pay for each annual evaluation, provided that the evaluation is conducted in accordance with the evaluation procedures for probationary full-time faculty specified in Article 10 of this Master Agreement. No pay shall be provided for incomplete or late evaluations when submitted after the established Tenure Review Committee timelines.

12.9 Salary Survey

The parties agree that when a salary comparison is conducted it will be 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 | Rio Hondo |
| Mt. San Antonio | Santa Monica |

This list may be reviewed and adjusted by mutual consent (a minimum of once every three (3) years beginning June ~~2017~~2020).

The Human Resources Department will survey for faculty salaries paid to: (1) entry level faculty with a Master’s degree; (2) highest non-doctorate rank at Step 20 (numeric, not nominal); and (3) highest faculty salary earnable, with longevity and a doctorate. The LBCCFA/CTA/NEA Compensation Report will be used to reference the most recent data.

ARTICLE 13

DEPARTMENT HEADS

Preamble

The parties recognize that department heads are essential to the effective operation of each department in the institution. The parties also recognize that department heads should receive appropriate training as well as timely and continuing constructive feedback on the performance of their department head duties so that they remain effective in support of institutional and departmental goals.

13.1 Department Head Job Description

The following is the description for the position of department head. The following will also serve as performance factors upon which department heads are assessed:

13.1.1 Leadership and Organizational Support

- 13.1.1.1 Under the direction of the appropriate dean, the department head shall provide leadership and organizational support to the academic or non-instructional program in maintaining and enhancing academic program quality and in reviewing the curriculum and planning a balanced program to meet current and future needs.
- 13.1.1.2 Communicate regularly and consult with his/her area faculty on academic and professional matters concerning the department(s).
- 13.1.1.3 As appropriate, solicit assistance and delegate tasks to area faculty.
- 13.1.1.4 Provide operational support to the area dean in implementing and maintaining appropriate College policies, procedures, systems and other operationally related processes.
- 13.1.1.5 Works collegially and collaboratively with area faculty, the area dean, and the campus community as well as demonstrates ethical behavior, respect, and professionalism in accordance with Administrative Regulation 3008.
- 13.1.1.6 Schedules and conducts a minimum of three (3) department meetings per semester during the academic year, with a minimum of forty-eight (48) hours advance notice during a day and time when a maximum amount of faculty can attend. Formulates meeting agendas and maintains meeting records for the academic year including meeting participants.
- 13.1.1.7 Attends trainings, meetings, or professional development activities that serve to support the role of department head or area faculty and/or are mandated by the District.
- 13.1.1.8 Assists area dean with the collection of mandated accreditation data.
- 13.1.1.9 Any additional program/department duties and or responsibilities that have been mutually agreed to between the department head and the Dean in writing.
- 13.1.1.10 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; acts as spokesperson for departmental and instructional discipline.

13.1.1.11 Consults with specialized programs of the College on an as-needed basis which may include attendance at meetings.

13.1.1.12 As a department head, and spokesperson for the department, serves on various institutional committees/advisory committees and attends required meetings.

13.1.1.12.1 Attends various meetings and participates as a regular committee member.

13.1.1.12.2 Other Department faculty members may serve as a consultant to department head and may be asked to act in place of department head.

13.1.2 Conflict Resolution

13.1.2.1 Serves as an ombudsman ~~and~~ person and as the first-level problem resolver for problems concerning faculty and students within the department.

13.1.3 Scheduling and Assignments

13.1.3.1 Prepares and recommends schedule of classes by established deadlines.

13.1.3.2 Recommends a pattern of classes for the department in conjunction with budgetary parameters and any other guidelines that are suggested by the area dean and/or Office of Academic Services.

13.1.3.3 Following approval of the pattern, recommends a schedule for faculty after consultation with them.

13.1.3.4 Reads enrollment data and recommends schedule changes after consulting with administration.

13.1.3.5 Closes and splits classes.

13.1.3.6 As determined by the appropriate dean, may assign faculty to contract education classes after consulting with appropriate administration staff and contracting agencies.

13.1.3.7 Participates in obtaining substitutes as needed. Prepares a list of potential substitutes, contacts potential substitutes, and ensures coverage of all classes in the area. Submits appropriate paperwork to the division office to ensure the substitute is paid in a timely manner.

13.1.4 Hiring

13.1.4.1 Participates in the recruitment and selection of hourly faculty, contract faculty, substitutes, student employees within established timelines, and may participate in the hiring of classified staff.

13.1.4.2 Recruits, interviews, and recommends hourly faculty and substitutes to the area dean.

- 13.1.4.3 Interviews and hires student employees.
- 13.1.4.4 May interview contract education presenters and instructors as appropriate.
- 13.1.4.5 Constructs and maintains a list of potential substitutes.

13.1.5 Budgeting

- 13.1.5.1 Develops, recommends, and monitors the department operating budgets and professional conference budget.
- 13.1.5.2 Reviews, researches, and recommends changes, tracks expenditures, spends money, and may recommend transfers of funds after consultation with administration.

13.1.6 Requests and Approvals

- 13.1.6.1 Researches, prepares, prioritizes and recommends capital outlay requests.
- 13.1.6.2 Submits, or causes to be submitted, routine requests and forms, such as those required for supplies, service, maintenance, and equipment.
- 13.1.6.3 Makes facilities, equipment, maintenance and repair requests as appropriate in support of the academic program.
- 13.1.6.4 Approves faculty textbook requisitions for bookstore use in accordance with District specified timelines. Approves text requisitions and may adjust for enrollment trends.
- 13.1.6.5 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.
- 13.1.6.6 Reviews and approves, where appropriate, instructor requests and ensures requests comply with approved regulations.
- 13.1.6.7 Counsels faculty regarding regulations.

13.1.7 Department Curricular Review and Articulation

- 13.1.7.1 Recommends, and periodically reviews, in consultation with 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.
- 13.1.7.2 After consultation with the faculty, coordinates and recommends course changes, additions, and deletions.
- 13.1.7.3 Assists the Coordinator of School and College Relations with the articulation of course and program offerings with other schools and colleges.
- 13.1.7.4 Assists in articulation with outside agencies and/or advisory committees. Acts as spokesperson for the department regarding articulation or course program offerings with other schools, colleges, and advisory committees as needed.
- 13.1.7.5 Meets with other schools, colleges, agencies and advisory committees as

needed.

13.1.7.6 May meet with outside agencies regarding Contract Education.

13.1.7.7 In collaboration with appropriate District personnel (faculty, dean, directors, etc.), may consult on and recommend curriculum and staffing for all Contract Education courses.

13.1.8 Evaluations

13.1.8.1 Chairs the evaluation committee for tenured/probationary faculty in accordance with Article 10.

13.1.8.2 Chairs evaluation committee, conducts meetings, and follows timelines, procedures, and maintains proper documentation.

13.1.8.3 Coordinates and/or conducts the evaluation of part-time faculty with the assistance of designated departmental representatives in accordance with the Certificated Hourly Instructor collective bargaining agreement.

13.1.8.4 May provide input on classified employee evaluations as requested by the administrator conducting such evaluations.

13.1.8.5 Provide work direction, as appropriate, for classified personnel.

13.2 **Department Head Assessment Procedure**

13.2.1 Department head assessments are unrelated to regular faculty evaluations. The department head is being assessed on only those factors related to being a department head, not those factors which the parties have agreed are relevant to faculty evaluations.

13.2.2 Performance Factors: This job description sets forth the functions of a department head. These functions shall serve as the Performance Factors by which department heads will be assessed. As such, the Department Head Assessment form (Appendix A) shall set forth the Performance Factors below which will be used to assess and provide feedback to department heads.

13.2.3 When department faculty utilize the department head Assessment form, they will address as many of the performance factors as they are able to base on their knowledge of, and interactions with, their department head. The parties agree that specific examples are much more important than the rating for each factor, as the specific examples explain the basis for each rating.

13.2.4 Assessment Cycle: All department heads shall be assessed the third semester of each three (3) year term. A support, training or improvement plan may also be initiated at the direction of the majority of the faculty, the discretion of the area dean or as requested by the department head.

13.2.5 The committee will be comprised of the area dean (who chairs the committee), and two faculty members mutually agreed to by the dean and the department head. If there are fewer than two faculty members in the department, then both faculty members may be selected from outside the department. If the dean and department head cannot mutually agree on the selection of the two faculty members, then one faculty member outside the department will be selected by the Academic Senate and one faculty member outside the department will be selected by LBCCFCA.

13.2.6 The committee chair shall send an anonymous, unrated Department Head Peer Feedback Survey to all full-time and part-time faculty assigned to the area for the purpose of receiving constructive feedback from faculty. The committee chair shall discuss and provide a copy of survey results to the Department Head.

13.2.7~~6~~ The committee members shall review each of the forms, including his/her their own form (if submitted) and the committee chair shall create a summary document setting forth the assessment of the department head with respect to each Performance Factor. This document will also set forth the specific examples provided.

13.2.8~~7~~ Each Performance Factor will be assigned a rating of Excellent, Exceeds Standards, Meets Standards, Needs Improvement, Unsatisfactory, or Not Applicable/Unknown. There will be a rating form (Appendix A) for both the department faculty review and the department head Assessment Committee's review of the department head. The department head Assessment Committee's review form may include an optional narrative feedback form to provide timely and continuing constructive feedback. This narrative may include, but is not limited to, feedback of the department head's ability with regards to, departmental leadership, departmental planning, class scheduling, and involvement in instructional related issues such as curriculum. For all ratings, both faculty and the department head Assessment Committee should explain their ratings (if they are able to assess the factor) with specific examples.

13.2.9~~8~~ Each faculty member shall provide his/her their peer assessment form to the chair of the Assessment Committee who will provide copies to each member.

13.2.10~~9~~ ———If the overall rating is Excellent, Exceeds Standards or Meets Standards, the department head shall continue in his/her the role as department head. If the overall assessment is Needs Improvement, the dean, in consultation with the other members of the committee (and if appropriate the Office of Human Resources), will prepare an improvement plan for the area(s) of concern. A draft version of the improvement plan will be presented to the committee for its input and review, which will then finalize it. When the improvement plan is presented to the department head, the dean may consider any revisions requested from the department head. Contained within the improvement plan will also be professional development opportunities of which the department head can take advantage.

If an improvement plan is implemented, a re-assessment process will take place during the fourth or fifth semester of the department head's three (3) year term. An overall rating of Needs Improvement at the conclusion of a re-assessment process shall be considered as equivalent to an Unsatisfactory.

13.2.11~~0~~ An overall assessment of Unsatisfactory by the Department Head Assessment Committee may result in the department head being removed from the assignment. A written narrative justifying a rating of Unsatisfactory must be prepared by the committee chair and attached to the final assessment. A department head whose overall assessment is an Unsatisfactory rating, will not be permitted to be reconsidered for election/appointment to department head for at least one (1) full three (3) year term after being removed.

13.2.12~~4~~ A department head who disagrees with the Department Head Assessment Committee's decision will have the ability to meet with the Vice President of Human Resources or his/her their designee to address the disagreement. The department head's response will be considered before a final decision to remove is made. If a department head is removed from the assignment due to an Unsatisfactory rating, the dean, in consultation with the rest of the Committee, shall appoint an Interim department head until

such time as an election can be conducted.

13.2.132 The parties recognize that it is critical that department heads be given the opportunity to be successful in the assignment by being provided with training and professional development. To that end, the parties agree that department heads will have a scheduled Department Head Academy as well as regular training sessions which will provide professional development opportunities for department heads. The parties agree that the curriculum for the Department Head Academy will change over time based on the needs of both the District and department heads for department heads to learn how to be most effective in that role.

13.3 Reassigned Time, Additional Duty Pay, and Stipends for Department Heads

13.3.1 Each department head shall receive a minimum of fifty-percent (50%) reassigned time in order to fulfill the position responsibilities outlined in the department head job description. In case of co-department chairs, the reassigned time will be split between the co-department chairs. Only an elected department chair shall receive reassigned time for completing department chair duties.

13.3.2 The following formula shall be used for determining the amount of reassigned time for department heads serving in academic and career technical education (CTE) programs qualifying for more than 50% reassigned time. The formula is based on three factors which include Full-time and Part-time Equivalent Faculty (FTEF), Weekly Student Contact Hours (WSCH), and classified employees who are permanently assigned in the department head's area. A point value has been assigned to each factor.

- One (1) point for each faculty full-time and part-time FTEF.
- One (1) point for each one thousand (1,000) WSCH.
- One (1) point for each classified employee permanently assigned in the department head's area.

The following formula shall be used for determining the amount of reassigned time for department heads serving the Library, Counseling, and Learning and Academic Resources Departments qualifying for more than 50% reassigned time:

- One (1) point for each faculty full-time and part-time FTEF.
- One (1) point for each one thousand (1,000) WSCH.
- One (1) point for each classified employee permanently assigned in the department head's area.
- One (1) point for each seven hundred (700) total full-time equivalent students (FTES).

13.3.3 The data for determining the factors in the formula shall be derived from the following sources: Faculty FTEF, WSCH, and the number of hourly-rate instructors shall be calculated every spring semester and shall come from the "Full-Time Equivalency Faculty 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 FTEF. 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. Total FTES will be determined by the most recent apportionment attendance report (recalc period).

13.3.4 A department head may appeal ~~his/her~~ their designated percentage of reassigned time in circumstances where the reassigned time amount allocated under the formula is insufficient to meet the needs and responsibilities of the department/program. Such an appeal shall be presented in writing to the area vice president. The area vice president shall then convene an Appeals Committee comprised of three (3) individuals: the vice president or ~~his/her~~ their designee, an administrator/dean selected by mutual agreement of the area vice president and LBCCFA, and one faculty member selected by LBCCFA. The determination of the Appeals Committee shall be communicated in writing to the department head submitting the appeal and state the reasons for the committee's finding. The determination of the Appeals Committee shall be final.

13.3.5 The reassigned time for a department head under formula shall be determined as follows:

Total Points	Percentage
0-54	50%
55-63	60%
64-72	70%
73 or more	80%

13.3.6 Stipends for department heads shall be determined as follows:

50%	\$7,341
60%	\$7,641
70%	\$7,941
80% or more	\$8,241

13.3.7 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. Additional duty pay shall be paid as follows:

50% Reassigned Time	\$4,500
60% Reassigned Time	\$5,000
70% Reassigned Time	\$5,500
80% or more Reassigned Time	\$6,000

13.3.8 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.

13.3.9 RN and VN Reassigned Time is designated as follows:

RN: 90% RN Program Director/Department Head

VN: 60% VN Program Director/Department Head

13.3.10 If the department head elected in the department of Child Development is not from that department, the District and LBCCFA will meet to negotiate additional compensation for additional duties required in that department.

13.4 Department Head Election Procedure

Department heads shall be elected by the faculty members in ~~his/her~~ their department/department cluster in an election conducted by the Academic Senate as directed by LBCCFA. Before each department head election is held, a list of candidates eligible to run for election in that department

shall be compiled by LBCCFA and given to the Academic Senate. LBCCFA will oversee the election process to ensure compliance with the Master Agreement. In case a department seeks to have co-department heads, the appropriate dean must notify Academic Senate prior to the election. Inquiries concerning the department head election procedure or eligibility of candidates for department head shall be answered by LBCCFA. 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:

13.4.1 The appropriate dean or designee shall call a meeting of the electorate of the department.

13.4.1.1 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~~ their 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~~ the faculty member 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~~ the faculty member may not choose to become a member of the electorate of any other department until ~~his/her~~ their percentages of assignment have changed. In case a department seeks to have co-department heads, this must be announced, discussed, and approved by a majority (50%+1) of the faculty at this meeting of the electorate of the department.

13.4.1.2 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.

13.4.2 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.

13.4.3 Any tenured faculty member is eligible to be a candidate for department head if ~~he/she~~ the faculty member meets the criteria in this Section. In order for a department member to be eligible for candidacy, ~~he/she~~ the faculty member 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 reassigned time if that reassigned 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~~ their 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~~ the faculty member must have been assigned at least sixty percent (60%) in the department during the last semester before ~~his/her~~ their 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 and/or a probationary department member, if mutually agreed to by the Vice President, Academic Affairs, 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.~~

13.4.4 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.

13.4.5 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.

13.4.6 The name(s) of the elected candidate(s) shall be forwarded through proper channels to the Board of Trustees. If approved by the Board of Trustees, the newly elected department head(s) shall serve a term of three (3) years beginning with the semester in which the election is effective.

13.4.7 Department head elections are not to be conducted during the summer and/or winter intersessions.

13.4.8 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.

13.4.9 All department head appointments shall be voluntary on the part of the faculty member.

13.4.10 Recall Procedures

13.4.10.1 Standard Recall Procedure

13.4.10.1.1 Department head recall requests may be initiated by the majority of the electorate of the department and shall be submitted to the area dean.

13.4.10.1.2 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.

13.4.10.1.3 In the event of a recall request, a secret ballot recall election shall be held by LBCCFA 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 13.4 and 13.5 of this Article.

13.4.10.2 Interventional Recall Procedure

13.4.10.2.1 Upon adherence of a due process procedure, as outlined below, a department head can be removed in limited circumstances. These are limited to circumstances with documentation of consistent behavior detrimental to ~~his/her~~ their faculty, department and/or programs and/or LBCC students; or behavior in violation of state law, federal law, District policy/regulations, or the Master Agreement between the District and LBCCFA.

13.4.10.2.2 The area vice president (in conjunction with the Office of Human Resources) has the ability to initiate the intervention/removal procedure. Once initiated, the following procedure shall be followed:

- a) Warning: The area dean meets with the department head (and LBCCFA representative if one is requested) in a formal meeting to describe their concern(s) ~~he/she is experiencing~~ as well as to delineate clear expectations. The area dean will then prepare a meeting summary for the department head.
- b) Notice: Should a new or similar concern arise, the area dean and area vice president will meet with the department head (and LBCCFA representative if one is requested) to put the department head on written notice as to the concern(s), delineate clear expectations, and place the department head on notice that any future issues may result in immediate removal from the position of department head.
- c) Removal: Should a new or similar concern arise, the area vice president may exercise ~~his/her~~ the right to remove the department head from the assignment. If a department head is removed by the area vice president, a new election shall take place as soon as practicable. If needed, the area dean may select an interim department head to serve out the current term until an election can be held.

13.4.11 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 in the department each academic semester.

13.4.11 Program Directors - The department heads of the Nursing Departments (RN and VN) shall also serve as program directors in accordance with external licensing requirements. These individuals shall receive the reassigned time due him/her as a program director in addition to the reassigned time due him/her as a department head. Any other amount of reassigned time for this position must be mutually agreed to by LBCCFA and the District.

Other department head/program director positions may be combined, as described in this paragraph, by mutual agreement between LBCCFA and the District. The total combined stipend for RN and VN program directors and department heads (as designated in Section 13.3.7) shall be compensated in accordance with the reassigned time amounts as designated in Section 13.3.3 of this Article.

13.5 On-Campus Hours

Department heads shall perform scheduled on-campus hours per week during the fall and spring semesters. During that time, the department heads shall make themselves available to students, departmental colleagues and college administrators. Each department head shall recommend a schedule for on-campus hours to be approved by the area dean. On-campus hours shall be dispersed over a minimum of three (3) days and take place Monday-Friday. The approved on-campus hours shall be posted on the office door of each department head. On-campus hours shall be structured as follows:

Reassigned time	# Required Hours On Campus
50%	12 hours
60%	14 hours
70%	16 hours
80%	18 hours

13.6 Department Head Clerical Support

Each department head will have access to clerical support in the fulfillment of their department head duties.


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Department Head Peer Feedback Survey
LBCCFA-LBCCD Collective Bargaining Agreement- Article 13

Please complete this anonymous, unrated Department Head Peer Feedback Survey. The Dean shall discuss with and provide a copy of these survey results to the Department Head.

1. Provides leadership and organizational support to department and area program(s)
 - a. N/A or unknown
 - b. Rarely
 - c. Occasionally
 - d. Frequently
 - e. Always

2. Works collegially and collaboratively with area faculty
 - a. N/A or unknown
 - b. Rarely
 - c. Occasionally
 - d. Frequently
 - e. Always

3. Communicates regularly and consults with faculty on academic and professional matters concerning the department
 - a. N/A or unknown
 - b. Rarely
 - c. Occasionally
 - d. Frequently
 - e. Always

4. Serves as ombudsperson and first-level problem resolver for problems that arise within the department
 - a. N/A or unknown
 - b. Rarely
 - c. Occasionally
 - d. Frequently
 - e. Always

5. Consults with faculty regarding recommended schedule
 - a. N/A or unknown
 - b. Rarely
 - c. Occasionally
 - d. Frequently
 - e. Always

6. Recommends and periodically reviews, in consultation with faculty, course outlines previously reviewed by faculty members
 - a. N/A or unknown
 - b. Rarely
 - c. Occasionally
 - d. Frequently
 - e. Always

7. After consultation with faculty, coordinates and recommends course changes, additions, and deletions
 - a. N/A or unknown
 - b. Rarely
 - c. Occasionally
 - d. Frequently
 - e. Always

8. Chairs evaluation committee, conducts meetings, follows timelines and procedures, maintains proper documentation in accordance with LBCCFA Collective Bargaining Agreement
 - a. N/A or unknown
 - b. Rarely
 - c. Occasionally
 - d. Frequently
 - e. Always

9. Coordinates and conducts the evaluation of part-time faculty in accordance with the CHI Collective Bargaining Agreement
 - a. N/A or unknown
 - b. Rarely
 - c. Occasionally
 - d. Frequently
 - e. Always

10. Overall, are you satisfied with the Department Head's leadership within your department?
 - a. N/A or unknown
 - b. Rarely
 - c. Occasionally
 - d. Frequently
 - e. Always

11. Overall, are you satisfied with the Department Head's responsiveness to you as a faculty member?
 - a. N/A or unknown
 - b. Rarely
 - c. Occasionally
 - d. Frequently
 - e. Always

12. Overall, are you satisfied with the communication that your Department Head provides to you as a faculty member?
 - a. N/A or unknown
 - b. Rarely
 - c. Occasionally
 - d. Frequently
 - e. Always

13. Please provide any comments here that would be useful feedback for your Department Head to consider. This is your opportunity to elaborate on any of the above and/or provide any other feedback.

ARTICLE 14

RETIREMENT OPTIONS AND BENEFITS

- 14.1** A faculty member may exercise ~~his/her~~ the right to retire from the District when ~~he/she~~ qualifies qualifying under the rules and regulations established by the State Teachers' Retirement System (STRS) or the Public Employees' Retirement System (PERS), whichever is applicable.
- 14.2** 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~~ the faculty member 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.
- 14.3** 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:

14.3.1 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

14.3.2 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.

- 14.4** Faculty members hired after February 1, 1995, shall only be eligible for Option B.
- 14.5** The District and LBCCFA 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.
- 14.6** 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.
- 14.7** Medicare Eligible Retiree Medical Plan Options

- 14.7.1 A Medicare eligible employee who retires on or after July 1, 2014 will be required to enroll in a medical plan offered specific to Medicare eligible employees. Exceptions to this provision apply to those retirees who are 65 years of age or older, but whose spouse or dependent children are not eligible for Medicare Parts A and B.
- 14.7.2 Employees who retired prior to July 1, 2014 who are enrolled in Medicare Parts A and B will be given the option to remain in their current medical plan or they may enroll in another plan offered by the District specific to Medicare eligible employees.
- 14.7.3 An eligible retiree who retires on or after July 1, 2014 and is not 65 years of age or older and therefore not Medicare eligible may continue to participate in the District's PPO plan or HMO plans until such time as they reach age 65. Once such retiree becomes Medicare eligible they will be required to convert their plan to a Medicare eligible plan offered by the District.
- 14.8** 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.
- 14.9** The District shall provide Associated Student Body passes and/or discounts to retirees for Associated Student Body events.
- 14.10** When a faculty member dies either before or after retirement, if the surviving spouse/domestic partner is not covered under the provisions of Article 7.7, the District shall allow the surviving spouse/domestic partner to participate in the District health insurance plan by paying ~~his/her~~ the faculty member's own premiums. This provision is subject to change upon written notice from the group insurance carrier.
- 14.11** 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~~ the faculty member had retained full-time status. This guarantee of assignment is not a guarantee of work.
- 14.11.1 The District will interpret and apply Section 14.11 of this Article, payment "at an hourly rate," to be in accordance with Schedule 5 (Temporary Faculty).
- 14.11.2 In so doing, the parties acknowledge that teaching responsibilities as an hourly instructor shall include student advisement consistent with adjunct faculty members.
- 14.12** If reasonably available, a desk in an office area shall be provided to retirees working under Section K of this Article.

ARTICLE 17

REOPENERS

- 17.1** The parties agree to a three-year term (July 1, 2020 – June 30, 2023).
- 17.2** There may be one (1) fiscal and 2 (two) non-fiscal reopeners per party in each of the remaining years of the contract (2021-2022 and 2022-2023)


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ARTICLE 22

DURATION OF AGREEMENT

This Agreement shall become effective on July 1, 2020, and shall continue in effect to and including June 30, 2023.

This agreement is signed and entered into on [INSERT DATE] by and between the Long Beach Community College District (LBCCD) and the Long Beach City College Faculty Association (LBCCFA).

DISTRICT REPRESENTATIVES:

GENE DURAND
LBCCD Chief Negotiator

NOHEL CORRAL
LBCCD Negotiator

ELISABETH ORR
LBCCD Negotiator

KRISTIN OLSON
LBCCD Negotiator

LBCCFA REPRESENTATIVES:

JANET HUND
LBCCFA Chief Negotiator

SOFIA BEAS
LBCCFA Negotiator

RAMCHANDRAN SETHURAMAN
LBCCFA Negotiator

SUZANNE ENGELHARDT
LBCCFA Negotiator

SUMAN MUDUNURI
LBCCFA Negotiator

KIMBERLEE BREEN
CTA Representative-LBCCFA
Negotiator

Signature: 
Janet Hund (Jun 3, 2020 23:01 PDT)
Email: jhund@lbcc.edu

Signature: 
Gene Durand (Jun 4, 2020 06:48 PDT)
Email: gdurand@lbcc.edu


JH


GD

LBCCD-LBCCFA Tentative Agreement









06.03.2020 PART 2

Final Audit Report

2020-06-04

Created:	2020-06-04
By:	Susan Salazar (ssalazar@lbcc.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAACuwRzgKh2bp8j-H3ofMazizehuTnAn61

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2020-06-04 - 4:45:25 AM GMT- IP address: 207.233.69.100
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