

**2021 Reopener Contract Negotiations
Tentative Agreement
between
Long Beach Community College District (LBCCD) and
Long Beach City College Faculty Association (LBCCFA)
May 20, 2021**


The Long Beach Community College District (District/LBCCD) and the Long Beach City College Faculty Association (LBCCFA) enter into this Tentative Agreement regarding 2021-2022 reopener negotiations. This Tentative Agreement is subject to ratifications by the LBCCFA membership and the District's Board of Trustees. Once ratified by the parties, this Tentative Agreement shall resolve the 2021-2022 reopener negotiations.

The Tentative Agreement includes a fiscal package as follows:

- A 3% one-time off-schedule based on the faculty member's placement on Salary Schedule 1 or 1A for Academic Year 2020-2021;
- A \$1500 off-schedule stipend in recognition for extra work during the COVID-19 pandemic for Academic Year 2020-2021;
- A \$1500 off-schedule stipend in recognition of remote work and transitioning back to campus as a result of the COVID-19 pandemic for those faculty in paid status in Academic Year 2021-2022 to be paid in Academic Year 2021-2022 (paid by the end of Fall 2021);
- 3% ongoing (1% = \$490,336) assorted with 0.5% allocated to Salary Schedule 5A; 2.5% allocated to Salary Schedules 1 and 1A.

and revisions to the following Articles and Appendices (see attachments):

1. Article 7 – Working Conditions
2. Article 9 – Faculty Evaluation
 - Appendix E-2.A and E-11.A
 - Appendix E-2.B and E-11.B
 - Appendix E-9
 - Appendix E-10
3. Article 10 – Hours of Employment Service Load
4. Article 11 – Salary
 - Appendix C – Salary Schedule 3


Gene Durand (May 21, 2021 09:15 PDT)

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Long Beach Community College District



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Long Beach City College Faculty Association

ARTICLE 7

WORKING CONDITIONS

7.1 Offices and Classrooms

- 7.1.1 Faculty members shall be provided with an office at the campus where they have the majority of their assignment. Each faculty member shall be provided with a desk, desk chair, filing cabinet, side chair, and bookcase or book shelf. Each office shall be equipped with a telephone and telephone answering machine in good working order or voice mail, whichever the District can provide, and subject to available resources, a computer with Internet connections. Upon request, a faculty member will be provided with one lockable desk and file drawer. Faculty members shall have the option of an individually keyed office, if requested and approved by the appropriate dean, due to the nature of the equipment contained within the office.
- 7.1.2 No one except a law enforcement officer searching for contraband or other illegal objects or substances or a court-appointed officer in the course of their official duties shall go through a faculty member's desk, file cabinets, or other materials without first obtaining the permission of the faculty members who are assigned to that office.
- 7.1.3 Classrooms, faculty offices, and public rooms will be adequately maintained and cleaned. ~~Within five (5) working days, the District will investigate complaints regarding improper maintenance of the facilities mentioned above and notify the complainant regarding the disposition of the complaint. and the timeline for which the adequate maintenance and cleaning will be complete.~~

7.2 Clerical Support

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

7.3 Meetings

- 7.3.1 Any meetings called by the District and involving faculty members shall be scheduled during one of the 177 days covered by Article 10.1 at a time when a minimal number of classes are in session.
- 7.3.2 In the event of an emergency meeting or one involving required attendance, faculty members shall be excused from their job-related responsibilities for the duration of the meeting.

7.4 Health and Safety

- 7.4.1 Compliance: The District and faculty members shall conform to and comply with all health, safety, and sanitation rules and regulations included in District policy, governmental regulation or statute. The District agrees to identify appropriate strategies to support campus safety efforts. Faculty members shall comply with directions from the District concerning specifically health, safety, and sanitation, as long as those directions are reasonable and not arbitrary or capricious in nature. The District agrees to provide faculty

members with safe working conditions including, but not limited to, properly maintained equipment and facilities with adequate lighting, ventilation, and security. Within five (5) working days, the District will investigate complaints regarding improper health and safety compliance mentioned above and notify the complainant regarding the disposition of the complaint and the timeline for which the adequate maintenance and cleaning will be complete.

- 7.4.2 The District agrees that no faculty member shall suffer a loss of wages or benefits due to absence as a result of inadequate facilities, unsafe conditions, ~~or natural catastrophe,~~ pandemic or declared emergency. In the event of one of these circumstances, the District and the LBCCFA President shall meet and confer to draft an Memorandum of Understanding (MOU) a contingency plan outlining working conditions, health and safety of faculty members, and the use of District facilities as necessary.
- 7.4.3 No Retaliation: No faculty member shall be in any way retaliated against as a result of reporting any condition believed to be a violation of this Article.
- 7.4.4 Employee Responsibility: In the course of performing their normally assigned work, faculty members shall be alert to observe unsafe practices, equipment and conditions as well as environmental conditions in their immediate area which represent health hazards and shall report such conditions to the appropriate dean or site administrator. In the event of the absence of the appropriate dean, or site administrator, the District agrees that faculty members shall promptly report such observations to the Director, District Facilities.
- ~~7.4.5 Remote Work: In the course of performing mandated remote work, the District shall provide faculty members with ergonomic office furniture and technological equipment/support needed to execute their duties and responsibilities.~~
Remote Work: In the course of performing mandated remote work, the District shall provide faculty members a transparent process to take home their ergonomic office furniture and technological equipment/supports needed to execute their duties and responsibilities which may include other ergonomic aids as operationally feasible.

7.5 Faculty Ombudsperson and Conflict Resolution Facilitators

To ensure working conditions promote a fair, equitable, inclusive environment for faculty, the Faculty Ombudsperson and Conflict Resolution Facilitators shall be trained in equity-mindedness, racial literacy, anti-bias, cultural competency, reconciliation, mediation, and conflict resolution to gain capacity to resolve faculty-faculty conflicts. The District and LBCCFA shall ensure training is provided as part of prior to these appointments. The Faculty Ombudsperson serves as a the point person to informally resolve for faculty-faculty challenges and will consult with the Associate Vice President, Human Resources or designee and LBCCFA President or designee on an advisory basis; the Conflict Resolution Facilitators shall serve on an as-needed basis. These appointments are mutually selected by the LBCCFA President and Human Resources Vice President. These positions shall be filled by tenured faculty. Stipends for these positions are located in Salary Schedule 3.

7.65 Mileage

- 7.5.1 Faculty members whose contract assignment requires them to travel for the benefit of the District shall be eligible for mileage, subject to the following rules and procedures.
- 7.5.1.1 Mileage reimbursement will be made for travel by eligible faculty members, upon submission of a claim, approved by the appropriate dean.

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

ARTICLE 9

FACULTY EVALUATION

9.1 Introduction

- 9.1.1 This evaluation procedure will enable the Long Beach Community College District to meet the legal requirements of the Education Code for the evaluation of probationary and tenured faculty members. The District and LBCCFA have mutually agreed to the evaluation process and the evaluation forms. Copies are attached to the Master Agreement at Appendix E-1 through E-8.F for probationary faculty and Appendix E-9 through E-14 for tenured faculty. Copies are also available on the Human Resources Department website.
- 9.1.2 The evaluation system is based on the assumption that the faculty of the college are both professional and competent. It is intended to ensure the professional competence of the faculty and to ensure that every effort is made to assist and support these academic personnel to maintain a satisfactory level of performance of professional duties.
- 9.1.3 The evaluation procedure has been designed to provide a uniform process that is in accord with the principles of due process of law. The evaluation standards should be considered guidelines for the evaluation process rather than as an absolute measuring device. Evaluation and re-evaluation teams are expected to evaluate each evaluatee's qualifications as a whole, to exercise their best professional judgment in preparing their reports, and to present reports that have value to the evaluatee and to the District. The evaluation procedure is intended to be unbiased, data driven and primarily narrative based.
- 9.1.4 Evaluators are expected to base their judgments and their reports on general observation through normal contacts inside and outside of the classroom, conferences with supervising personnel and with the faculty member, and any documentation or other evidence submitted for evaluation purposes, as outlined in this Article.
- 9.1.5 The evaluation shall cover the period of time since the last evaluation or such period of time since the last evaluation should have taken place.
- 9.1.6 All evaluation forms (probationary, tenure review, tenured and part-time) are available from the Human Resources Office.
- 9.1.7 No member of the tenure review committee or evaluation team shall be a "close relative" of the evaluatee or another committee member (defined as spouse/partner, son, step-son, son-in-law, daughter, step- daughter, daughter-in-law, mother, step-mother, mother-in-law, father, step-father, father- in-law, brother, step-brother, brother-in-law, sister, step-sister, sister-in-law, grandmother, grandmother-in-law, grandfather, grandfather-in-law, grandchild of the employee, or any person living in the immediate household of the employee.)
- 9.1.8 All members of the tenure review committee shall support the diversity described

in California Education Code §87663. Within thirty (30) days of the formation of the Tenure Review Committee (or a change in committee membership), if an evaluatee believes that the composition of their evaluation committee is not sufficiently diverse, the evaluatee shall have the right to request that an additional tenured faculty member from the evaluatee's department or tenured faculty member with documented equivalency to teach in that discipline or a tenured faculty member from a closely related discipline be added to the committee. The selection of the additional member must be mutually agreed to between the evaluatee and the area dean/administrative supervisor.

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

9.2 Definitions

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

9.3 Professional Standards

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

9.3.1 Professional Competence

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

9.3.2 Professional Responsibilities

- 9.3.2.1 Meets promptly and effectively all contractual obligations to the District, including but not limited to turning in attendance, grades, and other reports on time, developing and distributing a welcoming course syllabus in a timely manner, keeping student office hours, and performing college

service hours.

- 9.3.2.2 Develops and utilizes effective pedagogical techniques (as applicable) in order to enhance the communication of ideas and promote optimal learning, critical thinking, and performance skills.
- 9.3.2.3 Demonstrates, cultivates, and encourages courtesy, respect, and professionalism in relationships and learning environments with students, colleagues, staff members, and the community.
- 9.3.2.4 Adherence to ethical standards and principles as per Administrative Regulation 3008 – Institutional Code of Ethics.
- 9.3.2.5 Accepts responsibility in their assigned area for the development of the educational program of the District. This includes but is not limited to assisting in the development of the curriculum for the area of their assignment, reviewing and updating course outlines, as well as reviewing and updating the curriculum to meet timelines of the Curriculum Committee.
- 9.3.2.6 Accepts and respects differences of opinion, attitudes, and procedures in professional matters on the part of students, faculty, classified staff, and administration as important to the development of an educational institution.
- 9.3.2.7 Demonstrates conscientious use, care, and protection of District property, supplies, and equipment.

9.3.3 Professional Activities

- 9.3.3.1 Demonstrates interest in keeping current on issues and developments in their academic field.
- 9.3.3.2 Works cooperatively with students, faculty, and other members of the staff on matters of common interest and concern.
- 9.3.3.3 Evaluates own performance, seeks appropriate help when it is needed, and accepts constructive suggestions for improvement in the assignment.
- 9.3.3.4 Participates in and completes college service hours.

9.4 The Tenure Review Process for Probationary Faculty Members

9.4.1 Statement of Philosophy

- 9.4.1.1 Probationary employees must be evaluated annually during the first, second, and fourth year of the four-year probationary period. A rating of Needs Improvement in the second year requires a third-year evaluation. With a rating of Satisfactory in the second year, evaluation in the third-year shall be at the discretion of the Tenure Review Committee and

determined by the Tenure Review Committee at the conclusion of the second-year evaluation. Notification regarding whether the probationary faculty member will be subject to a third-year review or not shall be provided to the probationary faculty member by the Tenure Review Committee as part of the second-year Recommendation Sheet (Appendix E-7). In the case of probationary faculty members hired initially in the spring semester, the annual evaluation process will commence in the succeeding fall semester.

9.4.1.2 Tenure review is the extension of the hiring process during which probationary faculty are integrated into the life of the College prior to becoming permanent members of the College community. The decision to grant tenure is as important as the initial employment decision.

9.4.1.3 A copy of the Master Agreement shall be made available to each new faculty member during the orientation period.

9.4.2 Tenure Review Committee

9.4.2.1 Formation: The LBCCFA shall have the responsibility to notify the Human Resources Department of the names of the peer evaluators serving on the Tenure Review Committees.

9.4.2.2 Committee Composition

The Tenure Review Committee shall consist of the following:

9.4.2.2.1 The tenured department head of the department in which the faculty member is being evaluated, or their tenured designee from that department, who shall chair the Committee. In the nursing departments, the program director shall serve in this role.

a) In the case of areas where there is no department head, the chair of the Committee shall be as listed in Appendix B of the Master Agreement.

b) If the department head is a probationary faculty member, the chair of the Tenure Review Committee shall be appointed by LBCCFA from among the tenured faculty members of the probationary faculty member's primary department, and if that is not possible, from tenured faculty members with documented equivalency to teach in that discipline or the tenured faculty members from a closely related discipline.

c) If a probationary faculty member's assignment is split between two (2) departments, LBCCFA and the District shall come to a mutual agreement as to what process will be utilized.

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- d) The positions listed in Appendix B do not fit within the parameters as cited in Section 9.4.2.2.1.b above, therefore, the persons who have direct supervision over the positions listed in Appendix B will be designated as the Chair of the Tenure Review Committee. The Contract Administration Committee (Article 20) shall approve the evaluation chair if not covered under Appendix B. If the probationary faculty member has a concern about the assigned chair in Appendix B, the faculty member may request that the Contract Administration Committee review the assignment.
- e) When the department head is a close relative (as defined in Section 9.1.7) of the evaluatee or the department head is serving as President of LBCCFA, the Contract Administration Committee shall select the evaluation chair.
- f) If a probationary faculty member's assignment is in a non-general counseling department (EOPS, DSPS, Enrollment Services, CalWORKS), the manager of each of these departments will continue to serve as the chair of the Tenure Review Committee as is outlined in Appendix B, however, the counseling department head will serve as the LBCCFA faculty representative.

9.4.2.2.2 A tenured department member elected by the department or area in an election conducted by LBCCFA. If such an election is not possible due to the small size of the department or area, this member of the Committee shall be appointed by LBCCFA from tenured faculty members with documented equivalency to teach in that discipline or tenured faculty members from a closely related discipline.

9.4.2.2.3 A tenured faculty member, preferably from the evaluatee's department or area, or if that is not possible, with documented equivalency to teach in that discipline or from a closely related discipline, appointed by the Academic Senate. When making its appointment to the Committee, the Academic Senate shall support the diversity envisioned by California Education Code §87663.

- a) If the Chair of the evaluatee's Tenure Review Committee is as listed in Appendix B, an additional tenured faculty evaluator shall be appointed to the Tenure Review Committee by LBCCFA. This tenured faculty evaluator shall be appointed from the evaluatee's area of assignment whenever possible. If that is not possible, the appointment shall be a tenured faculty member with documented equivalency to teach in that discipline or a tenured faculty member from a closely related area.

9.4.2.2.4 Area dean or a dean designated by the area vice president.

9.4.2.2.5 The probationary employee (the evaluatee) who is the subject of the tenure review process.

9.4.2.2.6 An alternate, in the event a member of the Tenure Review Committee is unable to fulfill their four-year term of service on the Tenure Review Committee, the alternate shall be determined as the runner-up in the Tenure Review Committee election. If this is not possible, the alternate should be selected by mutual agreement between the Tenure Review Committee. The alternate shall be from the evaluatee's department or area, or if this is not possible, from tenured faculty members with documented equivalency to teach in that discipline or tenured faculty members from a closely related discipline.

9.4.2.3 Participation and Voting

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

9.4.2.4 Committee Service

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

9.4.2.5 Term

Members of the Tenure Review Committee shall serve until the evaluatee has been either granted or denied tenure. This requires up to a four-year commitment by committee members. For this reason, those who anticipate a sabbatical or other extended leave of absence within the term of their committee should defer participation in tenure review until after said leave. In the event a member of the Tenure Review Committee anticipates that the member will be unable to fulfill their four-year term, prior to resignation from the committee, the department head, the Area Dean, and the affected member of the Tenure Review Committee shall meet to discuss the reasons for resignation and alternatives to resignation, if any.

9.4.2.6 Compensation

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

9.4.2.7 Committee Member Resignation/Replacement

9.4.2.7.1 Upon receipt of a committee member's resignation, the alternate shall fill the seat vacated by the original committee member.

9.4.2.7.2 The committee may require that the Academic Senate or LBCCFA replace any faculty committee member who misses one or more meetings or who, in the Committee's opinion, is otherwise not participating in the tenure review process. In the event a committee member is replaced, the alternate shall fill the seat vacated by the original committee member.

9.4.3 Evaluations

9.4.3.1 The Evaluation Timeline

9.4.3.1.1 By the last day of the spring semester, Human Resources shall distribute a recommended evaluation timeline for the Tenure Review Committees to follow for the subsequent academic year. A copy of the recommended timeline shall also be provided to the LBCCFA President.

9.4.3.1.2 The Tenure Review Committee may adopt and/or modify the proposed timeline throughout the process as long as all Tenure Review Committee activities (along with the Board of Review) are completed one week prior to the February Board of Trustees meeting. Any subsequent modifications will be provided in writing to the evaluatee.

9.4.3.2 The Initial Evaluation Conference

9.4.3.2.1 The Tenure Review Committee shall conduct an Initial Evaluation Conference with the probationary faculty member for the purpose of discussing the evaluation timelines and procedures, the professional standards for evaluation, and evaluation forms. For online course observations, the tenure review committee members and faculty member shall also discuss the process for reviewing the LMS course shell which may include a walkthrough of the shell preceding the online course observation.
(Appendix E-1 through E- 8.G.).

9.4.3.2.2 The forms related to the evaluation process are provided in this Agreement beginning at Appendix E-1 and will be

available online through Human Resources. The forms to be used in the evaluation of probationary faculty are:

Appendix E-1:	Probationary Evaluation Checklist
Appendix E-2.A:	Probationary Faculty Observation Report <u>(In-Person Class)</u>
Appendix E-2.B	Probationary Faculty Online Course Checklist/ <u>Observation (Synchronous or Asynchronous Class)</u>
Appendix E-3:	Probationary Faculty Response to Student Evaluation Form
Appendix E-4:	Self-Evaluation Report: Probationary Faculty
Appendix E-5:	Committee Member Evaluation Worksheet for Probationary Faculty
Appendix E-6:	Annual Evaluation Report for Probationary Faculty
Appendix E-7:	Recommendation Sheet: Probationary Faculty
Appendix E-8.A:	Student Evaluation of Classroom Faculty
Appendix E-8.B:	Student Evaluation of Counselor
Appendix E-8.C:	Student Evaluation of Librarian
Appendix E-8.D:	Student Evaluation of Instructional Specialist
Appendix E-8.E:	Student Evaluation of Clinical Nursing and Allied Health Program Faculty
Appendix E-8.F:	Student Evaluation of Online Teaching
Appendix E-8.G:	Student Evaluation Process Script

9.4.3.2.3 At the Initial Evaluation Conference, dates for scheduled observations and the Annual Evaluation Conference will be established by the Committee and provided to the evaluatee, in writing.

9.4.3.3 The evaluation of probationary faculty members shall include:

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

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

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

a) Process for Conducting Classroom Student Evaluations

- 1) Student evaluations shall be conducted in each of the classes being taught by the evaluatee during the fall semester (excluding overload courses). A member of the Tenure Review Committee shall meet with the evaluatee's class during the first twenty (20) minutes of the designated class period (unless otherwise agreed to by the evaluatee) for the purpose of reviewing the Student Evaluation Process Script (Appendix E-8.G) and distributing a hard copy or electronic copy of the appropriate student evaluation forms to all students in each class. The evaluatee shall not be present while student evaluations are being conducted. All the hard copy student evaluation forms will be collected by the Tenure Review Committee member, placed in an envelope identified with information about the section number and instructor and sealed. The member of the Tenure Review Committee that conducts the student evaluations will deliver the sealed envelope to the Chair of the Tenure Review Committee. The original student evaluation forms shall be retained by the Chair of the Tenure Review Committee. The electronic student evaluation forms will be collected by the designated District repository and sent to the Evaluation Team Chair for disbursement.
- 2) After the evaluatee has posted grades for that class, the Chair will provide a copy of the student evaluation materials, including the written comments, to the evaluatee and to each voting member of the Tenure Review Committee. In the event the Annual Evaluation Conference, outlined in Section 9.4.3.3.6, with the evaluatee is held prior to the evaluatee posting grades, the Chair will provide a hard copy or electronic copy of the student evaluation materials including the written comments to the evaluatee and to each voting member of the Tenure Review Committee and collect such information at the conclusion of the conference.
- 3) The area dean/administrative supervisor may have access to the student evaluations any time after they have been distributed to the Tenure Review Committee members.

- 4) Per their request, the evaluatee may have access to the original student evaluation documents.
- b) Process for Conducting Student Evaluations for Online Courses
 - 1) Online evaluations will be sent to students registering in the course and returned to a designated District repository for collection purposes only.
 - 2) Collected evaluations will be sent in a batch file directly to the committee chair for disbursement as outlined in Section 9.4.3.3.2 of this Article.
- c) The student evaluation forms are provided at Appendices E-8.A, B, C, D, E, F and G.
- d) There are separate forms to be used for both teaching and non- teaching faculty. The basic evaluation instrument appropriate for teaching shall be used in all classes, excluding overload classes and summer session classes, to which the faculty member is assigned. Departments may add questions to the basic instrument to satisfy their individual needs. If additional questions are added, they need to be approved by the Vice President of Human Resources or designee.
- e) In the case of classes or services for the disabled, the student evaluation forms shall be distributed to all students that the probationary member meets on Monday and Tuesday, including night students. In such cases, the student assistants may assist the students in filling out the evaluation forms.
- f) In the case of English as a Second Language courses, the department may simplify the language on the form for better student understanding. Student evaluation forms may be translated into other languages where appropriate.
- g) The evaluatee shall complete the Probationary Faculty Response to Student Evaluation Form (Appendix E-3) and present copies to all Committee members.
- h) This section shall not apply to faculty members with no student contact.

9.4.3.3.3 Evaluation of professional competence and Classroom/Worksite Observation:

- a) Each Tenure Review Committee member shall conduct a

classroom/worksite observation. This evaluation shall be conducted during the fall semester with the exception of counseling, which may observe probationary faculty during registration during the summer.

- b) The classroom/worksite observation shall be concerned with professional performance and knowledge related to their subject matter as outlined below:
 - 1) In the case of instructional faculty, this evaluation shall be concerned with the faculty member's preparation, teaching and/or content delivery, use of a variety of delivery methods if appropriate, and supervision of instructional activities and classroom/worksite management as well as the criteria outlined in Section 9.3.1 of this Article. The primary basis for this evaluation is classroom visits or in the case of non-teaching faculty, observation of the faculty member's performance of assigned duties. Tenure Review Committee members shall document their observations in this and all steps of the evaluation procedure for use in the final evaluation.
 - 2) In the case of librarians, faculty members shall be observed while providing ~~reference and other~~ information assistance to students, faculty and staff; and (if applicable) while giving class orientations, presentations or workshops and providing bibliographic instruction; and while performing various duties related to the faculty member's area of responsibility, ~~such as automated services, cataloguing, and collection management.~~
 - 3) In the case of counselors, faculty members shall be observed while advising students in other non-confidential settings such as workshops or group advisement sessions. With the permission of the student, a counselor may be observed during an individual academic counseling session.
 - 4) In the case of instructional specialists, faculty members shall be observed teaching workshops, assessed in their ability to provide oversight and coordination to the Success Center, and (if applicable) providing instructional assistance to students.
- c) All members of the Tenure Review Committee are required to make one (1) scheduled classroom or worksite observation and complete a Probationary Faculty Observation Report (In-Person Class) (Appendix E-2.A) or Section E. of Online Course Checklist/Observation -

Probationary Faculty (Synchronous or Asynchronous Class) (Appendix E.2.B). Observations shall occur within the first twelve (12) weeks of the semester. Observations for in-person classes will be for a minimum of fifty (50) minutes each for instructional assignments and a minimum of thirty (30) minutes each for non-instructional assignments. Each evaluator may make two (2) additional observations, either scheduled or unscheduled observation. One scheduled observation per committee member for Synchronous or Asynchronous Classes will be for a maximum of two hours with the parameters of one content Module, the Home Page, and the Announcements to be observed. Observations shall be recorded on the Probationary Faculty Observation Report (In-Person Class) (Appendix E-2.A) or in Section E. of Online Course Checklist/Observation - Probationary Faculty (Synchronous or Asynchronous Class) (Appendix E.2.B), communicated with the evaluatee, and submitted to the evaluatee and the Tenure Review Committee. In the case of an overall less than satisfactory observation, the evaluator shall be required to meet with the evaluatee to discuss the observation within five (5) days of conducting the observation.

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

9.4.3.3.4 All faculty teaching a distance education course shall be evaluated in each distance education course during their normal evaluation cycle. Committee members shall be trained to evaluate faculty teaching distance education courses.

- a) For approval of an online or hybrid teaching assignment, a bargaining unit member must complete one of two options:
 - 1) The LBCCD Online Teaching Certification; or
 - 2) Present documentation of satisfactory completion of an online teaching certification from a regionally accredited college
- b) A bargaining unit member shall present evidence of completion of an online teaching certification from the District and/or another regionally accredited college for review and approval prior to an assignment being given. Certification documentation shall be provided to the respective Department Head for consideration in assignment and provided to the Online Learning and

Educational Technology Office for validation. Human Resources will include completion of an approved certification in the bargaining unit member's personnel file.

- c) As part of the ongoing evaluation process, online or hybrid courses must show evidence of faculty-initiated and student-to-student regular and effective contact and interaction consistently and on-going throughout the length of the course. The LBCCD Probationary Faculty Online Course Checklist/Observation (Synchronous or Asynchronous Class) (Appendix E-2.B) shall be utilized to provide peer feedback on Sections A-D in the areas of:
 - 1) Content Presentation
 - 2) Communication/Interaction
 - 3) Assessment
 - 4) Accessibility
- d) Instructors should regularly participate in professional development activities specifically related to online or hybrid instruction. These may include: District approved Learning Management System instruction, pedagogical discussions, equitable teaching and learning practices, etc.
- e) Regular contact hours should be listed through published student office hours (whether virtual or ~~face-to-face~~in-person) and availability for answering questions and giving feedback in all modes of instruction.

9.4.3.3.5 Faculty also serving as coaches, as listed in Appendix C Salary Schedule 3, will be evaluated separately for their coaching assignment. The evaluation shall be conducted by the Athletic Director under the supervision of the area dean. The assignment of a coach is separate and apart from their full-time faculty teaching assignment. A full-time faculty can be removed from their coaching assignment for violations of District policy, misconduct and/or unsatisfactory performance in accordance with this Article.

9.4.3.3.6 Evaluation of professional responsibilities and activities

- a) The Tenure Review Committee shall confer with the evaluatee's area dean/administrative supervisor regarding any factual information that may exist which allows committee members to evaluate the evaluatee's ability to meet the professional responsibilities. No information shall be provided by the area dean/administrative supervisor

that the evaluatee has not been previously advised of and to which the evaluatee has had an opportunity to respond. The evaluation of professional responsibilities and activities shall include the criteria outlined in Section 9.3, as well as any other factual data including, but not limited to, the following:

- 1) Timely submission of required grades, attendance reports and other records.
 - 2) Being present for scheduled hours of duty, including student office hours where appropriate.
 - 3) Evidence of completion of college service hours as reported by the faculty members' self-evaluation.
- b) For all teaching faculty the evaluation of professional responsibilities shall also include:
- 1) Submission of a welcoming syllabus for each course that aligns course content to the course outline and includes:
 - Faculty contact information and student office hours
 - Relevant course information
 - Grading standard
 - Attendance policy
 - TBA compliance
 - Description of the means by which the course is taught (lecture, laboratory, outside assignments, etc.)
 - 2) Evidence that written/critical thinking assignments are required, as set forth in the course outline
- c) Evaluations also include:
- 1) Participation in discipline-connected community service.
 - 2) Attendance and participation in meetings, conferences and conventions of professional associations related to the discipline as District funding allows.
 - 3) Involvement in an on-going program of reading/research to maintain proficiency and growth.
- d) The Tenure Review Committee Meeting

- 1) Each member of the Committee shall have communicated their classroom observations with the evaluatee, completed Probationary Faculty Observation Report (E-2.A) or Probationary Faculty Online Course Checklist/Observation (Synchronous or Asynchronous Class) (Appendix E-2.B) for each observation, and completed their Committee Member Evaluation Worksheet for Probationary Faculty (Appendix E-5) for presentation at the Tenure Review Committee meeting.
- e) Each individual member of the Committee shall determine an overall rating for the evaluatee as outlined below:
- Satisfactory
 - Needs Improvement
 - Unsatisfactory
- 1) Each individual Committee member's rating shall be based upon the evaluator's overall assessment of the evaluatee's professional competency, ability to perform their professional responsibilities, evaluatee's self-report, and the student evaluations.
 - 2) A Committee member's overall rating shall include but is not limited to: professional knowledge/competence, professional activities, character/ethics, student engagement, effectiveness in the classroom or worksite, adherence to policies/practices, interpersonal skills, student evaluations, and participation within the department.
 - 3) Other items/issues may be considered by the evaluator as long as the evaluator deems the item/issue critical to the professional competency, expectations, and responsibilities of being a faculty member at Long Beach City College. This would require a written statement by the evaluator that makes a case for how the item/issue is critical to the professional competency, expectations, and responsibilities of being a faculty member at Long Beach City College. Such a statement must be in writing and shall be attached to their E-5 form.
- f) Appendix E-5 shall be signed and dated; no erasures shall be permitted. Copies of Appendix E-5 shall be maintained in the tenure review file.


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- g) The Tenure Review Committee (with the exception of the evaluatee) will hold a meeting in order to review and discuss each committee member's Evaluation Worksheet for Probationary Faculty and the other documents pertaining to the evaluation process (Appendices E-1 through E-5). The Chair of the Tenure Review Committee will then tally the individual ratings on Appendix E-5, dividing the total number of points by the number of committee members (excluding the probationary faculty member evaluated), and record the overall rating on the Annual Evaluation Report for Probationary Faculty (Appendix E- 6).

Overall rating scale:

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

*In the event a probationary faculty member receives a respective score of 3, 3, 3, and 1, from the four members making up the Tenure Review Committee, the overall rating of such evaluation shall be deemed satisfactory. The Committee may also provide Committee comments on Appendix E-6. Each member of the Committee shall sign and date the Annual Evaluation Report for Probationary Faculty (Appendix E-6).

- h) At this Committee meeting, the Committee shall also complete the Annual Evaluation Report for Probationary Faculty (Appendix E-6), and the Recommendations Sheet: Probationary Faculty (Appendix E-7). Copies of all Probationary Faculty Observation Reports and Probationary Faculty Online Course Checklists/Observations (Appendix E-2), Probationary Faculty Response to Student Evaluation Form (Appendix E-3), Self-Evaluation Report: Probationary Faculty (Appendix E-4), and Committee Member Evaluation Worksheets for Probationary Faculty (Appendix E-5) shall be attached to the Annual Evaluation Report for Probationary Faculty (Appendix E-6) and the Recommendation Sheet: Probationary Faculty (Appendix E-7).
- i) The Committee may recommend that tenure be granted after completion of the annual evaluation process following any of the first four (4) years of employment.
- j) The Board of Trustees may grant tenure following completion of the first, second or third probationary year.

9.4.3.3.7 Annual Evaluation Conference

- a) Tenure Review Committee shall conduct an Annual Evaluation Conference with the evaluatee. All members of the Tenure Review Committee, including the evaluatee, must be present at the Annual Evaluation Conference. The purpose of the Annual Evaluation Conference is to present and discuss the results of the evaluation process with the probationary employee.

The basis upon which a “Needs Improvement” or “Unsatisfactory” rating was made will be discussed and assessed at the Annual Evaluation Conference. If the evaluatee needs additional time to respond to items raised at the Annual Evaluation Conference, the Conference will be adjourned and reconvened within no more than five (5) working days.

- b) Within five (5) working days of the date of the Annual Evaluation Conference, the evaluatee may submit a written response to the Tenure Review Committee’s findings, which will be attached to Appendix E-7.
- c) All the Committee’s evaluation documents (Appendix E-1 through E-7), student evaluations (Appendix E-8), and the evaluatee’s response will be forwarded to the Human Resources Office for inclusion in the evaluatee’s personnel file. Copies of all tenure review documents will be maintained in the tenure review file until completion of the tenure review process, at which time these copies will be provided by the Committee Chair to the evaluatee.

9.4.3.3.8 Procedure for “Needs Improvement” or “Unsatisfactory” Evaluation

- a) If the overall rating is “Needs Improvement” at any time during the first three (3) years of probationary service, the Tenure Review Committee, in consultation with the evaluatee, shall develop a written improvement plan for the probationary faculty member. The plan must have identifiable objectives and include the timelines within which each objective is to be achieved. Determination by the Committee by majority vote that the improvement plan has not been satisfactorily implemented within the established timelines shall be grounds for an “Unsatisfactory” evaluation and a recommendation for non-renewal of employment.
- b) An “Unsatisfactory” evaluation shall be grounds for an immediate recommendation for non-renewal of employment in the first, second, or fourth year of probationary service. In addition, a “Needs Improvement”

evaluation in the fourth year of employment shall be grounds for an immediate recommendation for non-renewal of employment.

- c) A “Needs Improvement” or “Unsatisfactory” evaluation in the third probationary year cannot result in an immediate recommendation for non-renewal of employment since the evaluatee will be serving under a two-year contract of employment. In case of either a “Needs Improvement” or “Unsatisfactory” evaluation in the third probationary year, a written improvement plan with specific assistance and support structure (as appropriate), in accordance with Section 9.4.3.3.6 (above) will be implemented.
- d) A Board of Review will be convened if the overall rating on Appendix E-6 and E-7 is “Unsatisfactory,” utilizing the procedures outlined in Section 9.4.3.5 below. If the overall rating of Appendix E-6 and E-7 is “Needs Improvement,” within ten (10) days of receiving such rating, the evaluatee may request a Board of Review be convened.

9.4.3.4 Length of the Tenure Review Process

9.4.3.4.1 If a probationary faculty member is working under their first contract, the Board of Trustees shall elect one of the following alternatives concerning continued employment:

- a) Not enter into a contract for the following academic year.
- b) Enter into a contract for the following academic year.
- c) Employ the probationary employee as a permanent employee for all subsequent academic years.

9.4.3.4.2 If a probationary faculty member is working under their second contract, the Board of Trustees shall elect one of the following alternatives concerning continued employment:

- a) Not enter into a contract for the following academic year.
- b) Enter into a contract for the following two (2) academic years.
- c) Employ the probationary employee as a permanent employee for all subsequent academic years.

9.4.3.4.3 If a probationary faculty member is employed in the fourth full year of employment, the Board of Trustees shall elect one of the following alternatives concerning continued employment:

- a) Not employ the probationary faculty member as a permanent faculty member.

- b) Employ the probationary employee as a permanent faculty member for all subsequent academic years.

9.4.3.5 Board of Review for Probationary Faculty Members

9.4.3.5.1 If the overall rating on Appendices E-6 and E-7 at any time during the tenure review process is "Unsatisfactory," the Chair of the Tenure Review Committee shall immediately advise the evaluatee and the administrator/dean serving on the Tenure Review Committee shall immediately notify the Vice President of Human Resources of the need for a Board of Review. Within ten (10) days of receiving an overall rating of "Needs Improvement" on Appendices E-6 and E-7, the evaluatee may request a Board of Review be convened.

9.4.3.5.2 The Board of Review shall be composed of the appropriate Vice President or designee and the LBCCFA President or designee. The Board of Review shall be chaired by a third party acceptable to the other two. No member of the Board of Review shall have served on the Tenure Review Committee that submitted the evaluation in question.

9.4.3.5.3 The Board of Review's sole responsibility is to provide an advisory finding whether or not the tenure review process was carried out in accordance with the procedures outlined in this Article and, if an error occurred, whether that error was substantial enough to potentially change the outcome of the evaluation. The Board of Review does not substitute its judgment for the Tenure Review Committee and makes no judgment on the merits of the evaluation.

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

The Board of Review shall meet as often as its members decide by majority vote to be necessary in order to reach their findings one week prior to the February Board of Trustees meeting. If meetings conflict with the class assignments of the Board of Review members or the evaluatee, classroom substitutes shall be provided by the District. The evaluatee shall be notified by the Chair of the Board of Review as to all scheduled meetings of the Board of Review. Though the evaluatee is invited, the evaluatee is not required to attend and

will be excluded while the Board of Review deliberates on its decision. All decisions made by the Board of Review shall be determined by majority vote and signed immediately by all members who are in agreement. Any minority reports shall be signed at the same time.

9.4.3.5.4 The advisory findings of the Board of Review shall be submitted to the Vice President of Human Resources, within two (2) working days of the last meeting of the Board of Review. The Board of Review findings shall be attached to the Recommendation Sheet: Probationary Faculty (Appendix E-7) for consideration by the Vice President of Human Resources and the Superintendent-President.

9.4.3.5.5 The Superintendent-President shall forward their written recommendation for action to the Board of Trustees along with the recommendation of the Tenure Review Committee (as specified in Section 9.4.3.5.4 above).

9.4.3.6 Granting of Tenure

9.4.3.6.1 Degree Requirements for Tenure

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

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

9.4.3.6.2 Tenure Denial

- a) The Board of Trustees may deny tenure to probationary faculty members after consideration of the recommendations of the Tenure Review Committee, the findings of the Board of Review and the recommendation of the Superintendent-President.
- b) Should the probationary faculty member be served with a Notice of Non-Renewal, then the probationary faculty member shall have twenty (20) calendar days to file a request for a hearing with the office of the Vice President of Human Resources.
- c) If a hearing is requested by the probationary faculty member, the Vice President of Human Resources shall

notify the LBCCFA President personally of the date, time and place of the hearing, confirmed in writing, at least five (5) calendar days in advance of the hearing.

9.5 The Evaluation Process for Tenured Faculty Members

9.5.1 The list of tenured faculty members to be evaluated shall be provided by the Human Resources Department to the LBCCFA President, Academic Senate President, Evaluatee, department chairs and deans. Once the list has been received, the department chair shall submit to the Vice President of Human Resources and the dean the list of the evaluation team members for each tenured faculty member to be evaluated that year (see Section 9.5.3, below, for the membership of the Evaluation Team).

9.5.1.1 Tenured faculty members shall be evaluated at least once in every three (3) years.

9.5.1.2 When a probationary faculty member becomes a tenured faculty member at the conclusion of the probationary period, that faculty member will be scheduled for the next regular evaluation in the third full year following the probationary period.

9.5.1.3 Tenured faculty members will be scheduled for evaluation every third year unless evaluated again due to an “Unsatisfactory” or “Needs Improvement” evaluation. If a faculty member is on a leave of absence at the time of their regular evaluation cycle, the faculty member will be evaluated in the first year following the termination of the leave of absence.

9.5.1.4 If a tenured faculty member is not evaluated in a given academic year, the faculty member’s evaluation shall be continued and completed in the following academic year.

9.5.2 If a faculty member has an assignment in more than one department, LBCCFA and the District shall come to a mutual agreement as to what process will be utilized.

9.5.3 The Evaluation Team shall consist of the following members:

9.5.3.1 The evaluatee (as a nonvoting member).

9.5.3.2 Evaluation Team Chair – The Evaluation Team Chair shall be the tenured department head or tenured designee. In the nursing departments, the tenured program director or tenured designee shall serve in this role.

9.5.3.2.1 In the case of a department chair’s evaluation as a faculty member, the immediate line administrator shall serve as Chair of the Evaluation Team.

9.5.3.2.2 The positions listed in Appendix B do not fit within the

parameters as cited in Section 9.5.3.2, therefore, the person who has direct supervision over the position will be designated as the Chair of the Evaluation Team.

9.5.3.2.3 If the faculty member has a concern about the assigned chair in Appendix B, the faculty member may request that the Contract Administration Committee review the assignment.

9.5.3.2.4 The Contract Administration Committee (Article 19) shall approve the Evaluation Team chair if not covered under Appendix B or Section 9.5.3.2 below.

9.5.3.2.5 If the department head is a probationary faculty member, the chair of the Evaluation Committee shall be appointed by LBCCFA from among the tenured faculty members of the evaluatee's department, and if that is not possible, from the tenured faculty members of a closely related discipline.

9.5.3.3 One (1) tenured department member in the evaluatee's department or area of specialization (and if that is not possible, from a closely related discipline) selected by the Academic Senate. If the evaluatee objects to the selection on the basis of bias, the evaluatee shall present in writing the basis for the contention of bias. The written document shall then be submitted to the Evaluation Team Chair and the area dean/administrative supervisor for consideration and a determination as to whether or not a replacement is warranted. The decision as to whether or not a replacement is warranted shall be determined through mutual agreement by the Evaluation Team Chair and the area dean/administrative supervisor. If a request for a replacement is mutually approved, the Evaluation Team Chair shall notify the Academic Senate that a replacement is needed.

In the event that the person serving as Evaluation Team Chair is the area dean/administrative supervisor, the LBCCFA President and the Evaluation Team Chair shall decide whether a replacement is appropriate.

9.5.3.4 One (1) tenured evaluator in the evaluatee's department or area of specialization selected by LBCCFA President.

9.5.4 When the department head is a close relative (as defined in Section 9.1.7) of the evaluatee, the dean shall convene a team composed of:

9.5.4.1 The evaluatee (as a nonvoting member).

9.5.4.2 Two (2) tenured faculty members selected by the Academic Senate from their department or area of specialization.

9.5.4.3 One (1) tenured faculty member from the evaluatee's department or area of specialization selected by the LBCCFA President.

9.5.4.4 A tenured department head selected by the appropriate dean from the evaluatee's school who shall serve as chair (as a nonvoting member).

9.5.5 Duties of the Evaluation Team

9.5.5.1 The evaluation of tenured faculty shall include:

- Appendix E-8.A: Student Evaluation of Classroom Faculty
- Appendix E-8.B: Student Evaluation of Counselor
- Appendix E-8.C: Student Evaluation of Librarian
- Appendix E-8.D: Student Evaluation of Instructional Specialist
- Appendix E-8.E: Student Evaluation of Clinical Faculty Nursing
- Appendix E-8.F: Student Evaluation of Online Teaching
- Appendix E-8.G: Student Evaluation Process Script
- Appendix E-9: Tenured Faculty Evaluation Checklist
- Appendix E-10: Self-Evaluation Report: Tenured Faculty
- Appendix E-11.A: Peer Observation Report - Tenured Faculty (In-Person Class) (minimum of one observation by a selected committee member as determined by the committee)
- Appendix E-11.B: each peer evaluator

Online Course Checklist/Observation – Tenured Faculty (Synchronous or Asynchronous Class) (minimum of one observation by a selected committee member as determined by the committee, if faculty member teaches online)
- Appendix E-12: Tenured Faculty Response to Student Evaluation

Dean's job-related written evaluation comments (when provided)
- Appendix E-13: Committee Member Evaluation Worksheet for Tenured Faculty
- Appendix E-14: Annual Evaluation Report for Tenured Faculty

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

9.5.5.2 The Evaluation Team shall conduct a meeting with the evaluatee for the purpose of discussing the evaluation process and procedures, and reviewing Appendices E-8 through E-14, and Dean's job-related written evaluation comments (when provided). For online course observations, the tenure review committee members and faculty member shall also discuss the process for reviewing the LMS course shell which may include a walkthrough of the shell preceding the online course

observation.

9.5.5.2.1 A minimum of one observation by a selected committee member for in-person classes will be for a minimum of fifty (50) minutes each for instructional assignments and a minimum of thirty (30) minutes each for non-instructional assignments.

9.5.5.2.2 . If faculty member teaches online, a minimum of one scheduled observation by a selected committee member for Synchronous or Asynchronous Classes will be for a maximum of two hours with the parameters of one content Module, the Home Page, and the Announcements to be observed.

9.5.5.3 During the course of the evaluation process, the Evaluation Team shall meet as often as the members decide by majority vote to be necessary.

9.5.5.4 All meetings of the Evaluation Team shall include the evaluatee.

9.5.5.5 The faculty member shall, on request or if the faculty member desires, submit to the Evaluation Team information of a professional nature regarding their performance. Other members of the Evaluation Team may also submit such information.

9.5.5.6 Each member of the Evaluation Team shall individually determine an overall rating on Appendix E-13 for the evaluatee on a three-point scale prior to the Annual Evaluation Conference:

- Satisfactory (3)
- Needs Improvement (2)
- Unsatisfactory (1)

9.5.5.7 Appendix E-13 shall be completed, signed (no erasures shall be permitted) and dated by each evaluator prior to the Annual Evaluation Conference.

9.6 Professional Standards

All faculty members shall be evaluated by means of the professional standards listed in Section 9.3 of this Article. The area dean/administrative supervisor may provide to the Evaluation Team Chair a written statement from the area dean/administrative supervisor that speaks to any factual evidence that exists related to an assessment of the evaluatee's adherence to their professional responsibilities. This document shall be distributed to all members of the Evaluation Team (if provided) and shall be taken into consideration by each committee member in their overall assessment of the evaluatee. No information shall be provided to the Evaluation Team by the area dean/administrative supervisor that the evaluatee has not been previously advised of and to which with the evaluatee has had an opportunity to respond.

9.7 Distance Education Teaching Assignments

- 9.7.1 For approval of an online or hybrid teaching assignment, a bargaining unit member must complete one of two options:
- 1) The LBCCD Online Teaching Certification; or
 - 2) Present documentation of satisfactory completion of an online teaching certification from a regionally accredited college
- 9.7.2 A bargaining unit member shall present evidence of completion of an online teaching certification from the District and/or another regionally accredited college for review and approval prior to an assignment being given. Certification documentation shall be provided to the respective Department Head for consideration in assignment and provided to the Online Learning and Educational Technology Office for validation. Human Resources will include completion of an approved certification in the bargaining unit member's personnel file.
- 9.7.3 As part of the ongoing evaluation process, online/hybrid courses must show evidence of faculty-initiated and student-to-student regular and effective contact and interaction consistently and on-going throughout the length of the course. The LBCCD Online Course Checklist/Observation – Tenured Faculty (Synchronous or Asynchronous Class) (Appendix E-11.B) shall be utilized to provide peer feedback on Sections A-D in the areas of:
- 1) Content Presentation
 - 2) Communication/Interaction
 - 3) Assessment
 - 4) Accessibility
- 9.7.4 Instructors should regularly participate in professional development activities specifically related to online or hybrid instruction. These may include: District approved Learning Management System instruction, pedagogical discussions, equitable teaching and learning practices, etc.
- 9.7.5 Regular contact hours should be listed through published office hours (whether virtual or ~~face-to-face~~ in-person) and availability for answering questions and giving feedback.
- 9.7.6 Committee members shall be trained to evaluate faculty teaching distance education courses.

9.8 Student Evaluation of Tenured Faculty

- 9.8.1 The student evaluation process of tenured faculty member(s) shall be initiated every three (3) years during the evaluation cycle for all scheduled sections. Student evaluations will be considered as a part of the process for evaluating tenured faculty members.
- 9.8.2 Each department shall develop its individual student evaluation instrument, with all faculty member(s) in that department having the opportunity for input into the content of the instrument. Each department will file a copy of the document with

the Academic Senate and the appropriate Vice President.

- 9.8.3 A member of the Evaluation Team (not the evaluatee) shall distribute the appropriate student evaluation forms to all students in each class and leave the classroom while the student evaluation is being completed. All the student evaluation forms will be collected by the Evaluation Team member in each class, placed in an envelope identified with information about the section number and instructor, sealed and returned to the Chair of the Evaluation Team for distribution to the Team members in accordance with Section 9.4.3.3.2 of this Article.
- 9.8.4 Faculty members are encouraged to conduct their own student evaluations on an ongoing basis. Nothing in this section shall prevent a faculty member from conducting such evaluations.
- 9.8.5 Nothing in this section shall be interpreted to prevent any department or area of the College from conducting general evaluations of its services, provided such evaluations do not identify specific faculty members and are non-punitive.
- 9.8.6 Student Evaluation (Appendices E-8.A, B, C, D, E, F, G)

9.8.6.1 Process for Conducting Classroom Student Evaluations

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

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

9.8.6.2 Process for Conducting Student Evaluations for Online Courses

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

9.8.6.2.2 Collected evaluations will be sent in a batch file directly to the Evaluation Team chair for disbursement as outlined in Section 9.4.3.3.4.b of this Article.

9.9 Annual Evaluation Conference

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

9.9.1 The Evaluation Team will receive input from the evaluatee and discuss Appendix E-10 through Appendix E-13, classroom/worksite observations, the student evaluations, and the dean's job-related written evaluation comments (when provided).

9.9.2 The Evaluation Team Chair will tally the ratings on each Appendix E-13, dividing the total number of points by the number of Evaluation Team members (excluding the faculty member evaluated) in order to determine the final rating on the Annual Evaluation Report (Appendix E-14).

Overall rating scale:

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

9.9.3 A "Final Rating" of "Satisfactory" on the Annual Evaluation Report (Appendix E-14) shall not be given unless the evaluatee presents a listing of activities for college service hours and in the case of teaching faculty, evidence that written/critical thinking and/or demonstration/critical thinking assignments are required, as set forth in the course outline. In addition, examples of their welcoming course syllabus and curriculum review activities (if appropriate) must be provided.

9.9.4 The Evaluation Team shall complete the Annual Evaluation Report (Appendix E-14) by May 22.

9.9.5 In the case of the Vocational Nursing Department, all evaluation instruments shall be submitted to the Program Director, who shall then submit them to the dean.

9.10 Evaluation Ratings

9.10.1 If the "Final Rating" is "Satisfactory," no other meeting is necessary.

9.10.2 "Unsatisfactory" and "Needs Improvement" ratings require written substantiation. If the evaluatee receives a "Needs Improvement" or an "Unsatisfactory" evaluation, the evaluatee may have a LBCCFA representative present at any Evaluation Team meetings concerning their current evaluation or re-evaluation if the evaluatee

chooses. The role of the LBCCFA representative shall be limited to ensuring that the procedures regarding the evaluation process outlined in this Agreement be followed, and that due process be awarded the evaluatee.

9.10.3 When a faculty member receives a “Needs Improvement” evaluation, the Evaluation Team in consultation with the evaluatee shall prepare a plan for improvement. The plan must have identifiable objectives and include the timelines within which each objective is to be achieved. The plan will be attached to the final evaluation report and will be used as part of the next regular evaluation of the faculty member. Determination by the Evaluation Team, by majority vote, that the improvement plan has not been satisfactorily implemented within the established timelines shall be grounds for an “Unsatisfactory” evaluation. If a faculty member receives a “Needs Improvement” evaluation, the faculty member may have a LBCCFA representative present at any future Evaluation Team meetings concerning their current or next regular evaluation if the faculty member chooses. The role of this LBCCFA representative shall be limited to ensuring that the procedures regarding the evaluation process outlined in this Agreement are followed and that due process be awarded the evaluatee. Faculty members who have received a “Needs Improvement” evaluation shall have their next regular evaluation in one (1) year. The Evaluation Team shall remain the same if at all possible.

9.10.4 If a majority of the Evaluation Team agrees upon a final rating of “Unsatisfactory” at the conclusion of the evaluation process, the Evaluation Team shall immediately advise the evaluatee and the Vice President of Human Resources of the need for a Board of Review.

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

9.11 Board of Review for Tenured Faculty Members

9.11.1 The Board of Review shall be composed of the appropriate Vice President or designee and the LBCCFA President or designee. The Board of Review shall be chaired by a third party acceptable to the other two. No member of the Board of Review shall have served on the Evaluation Team or re-evaluation team that submitted the evaluation or re-evaluation in question.

9.11.2 The Board of Review has the responsibility to review the evaluation process. It shall determine whether the evaluation or re-evaluation process was conducted in accordance with the procedures outlined in this Article. The Board of Review shall meet within ten (10) days of formation and as often as the members decide by majority vote to be necessary. Meetings of the Board of Review shall be held at times when all participants can be present. If meetings cannot be scheduled without conflicting with the class assignments of the Board of Review members or


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the evaluatee, classroom substitutes shall be provided by the District. The evaluatee shall be present at all meetings of the Board of Review, unless the evaluatee declines to do so, though will be excluded while the Board of Review deliberates on its decision. All decisions made by the Board of Review shall be determined by majority vote of the members of the Board of Review and signed immediately by all members who are in agreement. Any minority reports shall be signed at the same time.

9.11.3 The findings of the Board of Review shall be submitted to the Vice President of Human Resources within three (3) working days of the last meeting of the Board of Review.

9.11.3.1 If the Board of Review finds that the evaluation or re-evaluation was not conducted in accordance with the procedures of this Article, the matter should be submitted to the Vice President of Human Resources or their designee. If that person finds the error(s) to be substantive, i.e., that the evaluation may have been significantly different than what the committee produced, then the evaluation should be declared invalid and the evaluatee shall be evaluated or re-evaluated in the academic year following the academic year in which the Board of Review made its finding. However, if the error(s) are determined to not be substantive (as described above), the evaluation shall stand, but the errors will be noted on an attachment to the evaluation by the Vice President of Human Resources or their designee. In addition, if the Vice President of Human Resources or designee determines that the errors can be corrected, the Vice President of Human Resources or designee has discretion to direct that they be corrected.

9.11.3.2 If the Board of Review finds that the evaluation or re-evaluation was conducted in accordance with the procedures outlined in this Article, one of the following shall occur:

9.11.3.2.1 In the case of an "annual evaluation", the re-evaluation shall be conducted the following semester.

9.11.3.2.2 In the case of a "re-evaluation", the Vice President of Human Resources shall forward all findings, recommendations, statements, and reports prepared by the Evaluation Team, the re-evaluation team, and the findings of both Boards of Review, to the Superintendent-President. Copies of these materials shall be given to the evaluatee immediately and copies shall be retained in the files of the Human Resources Office.

9.11.3.3 The Superintendent-President shall forward their written recommendation for action to the Board of Trustees along with the Evaluation Team's recommendation.

9.11.4 If a dismissal hearing is held, the Vice President of Human Resources shall notify the LBCCFA President of the date, time and place of the hearing, by email at least five (5) working days in advance of the hearing.

- 9.11.5 If the employee is not dismissed, then all findings, recommendations, statements, and reports and all copies of such held by the Evaluation Team, re-evaluation team and the Boards of Review shall be forwarded to the Vice President of Human Resources, who shall seal the documents and place them in the employee's personnel file.

9.12 Process in the Case of an Unsatisfactory Rating of a Tenured Faculty Member

- 9.12.1 Whenever the Evaluation Team reports a "Final Rating" of "Unsatisfactory" on the Annual Evaluation Report for Tenured Faculty (Appendix E-14) and the Board of Review has found that the evaluation was conducted in accordance with the procedures outlined in this Article, the re-evaluation process shall be implemented in the following fall semester. The purpose of the re-evaluation process is for the Evaluation Team in consultation with the evaluatee to develop and implement a plan for improvement in the area or areas of deficiency noted by the Evaluation Team, to assist the evaluatee to make improvements, and to evaluate the evaluatee's performance under the plan. This process requires the formation of a re-evaluation team.
- 9.12.2 The re-evaluation team is an augmented evaluation team, chaired by the appropriate dean. In order to form this team there will be an immediate selection of two (2) additional tenured faculty members from the evaluatee's department or area of specialization to serve as advisors to the evaluatee. One of the advisors shall be selected by the Academic Senate and the other by the evaluatee's department chair. If there is an insufficient number of tenured faculty members in the evaluatee's department or area of specialization, then these advisors shall be selected from outside the evaluatee's department or area of specialization, but from a related discipline whenever possible. The two (2) advisors shall be added as voting members to the original evaluation team for the re-evaluation process. The re-evaluation team shall meet as often as the members decide by majority vote to be necessary. All meetings of the re-evaluation team shall include the evaluatee.
- 9.12.3 The Evaluation Team in consultation with the evaluatee shall develop and submit an improvement plan to the re-evaluation team.
- 9.12.4 Implementation of the improvement plan will occur during the fall semester. The evaluatee shall submit to the re-evaluation team a new Self-Evaluation Report: Tenured Faculty (Appendix E-10).
- 9.12.5 The re-evaluation of the evaluatee's performance shall be completed by the end of the fall semester. Any evidence that could lead to an "Unsatisfactory" rating of the evaluatee by the re-evaluation team shall be submitted in writing by the re-evaluation team members.
- 9.12.6 Each member of the re-evaluation team, with the exception of the evaluatee, shall individually prepare a new Peer Observation Report-Tenured Faculty (Appendix E-11.A) and/or an Online Course Checklist-Tenured Faculty (Appendix E-11.B), a new Committee Member Evaluation Worksheet for Tenured Faculty (Appendix E-13) and submit them to the Evaluation Team Chair for use in the preparation of a new Annual Evaluation Report for Tenured Faculty (Appendix E-14). All decisions

and recommendations by the re-evaluation team shall be determined by majority vote and signed immediately by all members who are in agreement. Any minority reports and recommendations shall be signed at the same time.

9.12.7 When a majority of the re-evaluation team agrees upon a final rating of “Unsatisfactory” at the conclusion of the re-evaluation process, each member of the team with the exception of the evaluatee shall append to their Committee member Evaluation Worksheet for Tenured Faculty (Appendix E-13) a signed written statement giving the reasons and supporting evidence for the ratings assigned.

9.12.7.1 A Board of Review will be convened if the overall rating on the new Annual Evaluation Report for Tenured Faculty (Appendix E-14) is less than “Satisfactory”, utilizing the procedures outlined in Section 9.6, above.

9.12.7.2 All evaluation documents, majority and minority reports shall be appended to the new Annual Evaluation Report for Tenured Faculty (Appendix E-14). The evaluatee shall receive copies of these materials at the time that the Annual Evaluation Report is signed. The Annual Evaluation Report and all materials appended to it shall be forwarded by the re-evaluation team chair to the Vice President of Human Resources for filing in the faculty member’s personnel file. The evaluatee shall be given a period of ten (10) working days in which to submit a response to the Vice President of Human Resources.

9.13 This Article is not subject to the Grievance Procedure as outlined in Article 4. However, should LBCCFA become aware that a procedural error has occurred during the process (or within thirty [30] days of the conclusion of the process), LBCCFA will submit the procedural error in writing to the Vice President of Human Resources or designee who shall have the responsibility of evaluating whether or not an error has occurred and, if so, determining an appropriate resolution for the particular error.


JH


GD

APPENDIX E-2 A.

Probationary Faculty Observation Report (In-Person Class)

[For Discussion with the Evaluatee Prior to the Tenure Review Committee Meeting]

Evaluatee (Print Name) _____

Semester _____

Evaluator (Print Name) _____

Date observed _____

Class/assignment observed _____

Prepare a separate Observation Report for each class/assignment observed.

Professional Competence	Satisfactory	Needs Improvement	Unsatisfactory
Demonstrates professional knowledge in their field of preparation/instruction during the performance of assigned duties			
Communicates ideas, instructions, assignments, and other presentations effectively, clearly, and accurately			
Knows and uses materials and methods designed to achieve the objectives of the area of service assigned			
Professional Responsibilities			
Utilizes effective pedagogical techniques in order to enhance the communication of ideas and promote optimal learning, critical thinking, and performance skills			

Strengths observed (**narrative required**):

Suggestions for improvement (**narrative required**):

Overall Observation: ☐ **Satisfactory** ☐ **Needs Improvement** ☐ **Unsatisfactory**

This observation was discussed with the evaluatee on (date): _____

Evaluator: _____ **Date:** _____
Signature

Evaluatee: _____ **Date:** _____
Signature

APPENDIX E-11.A

Peer Observation Report – Tenured Faculty (In-Person Class)

Peer Observation Reports are required for all tenured faculty evaluations

Evaluee _____ Semester _____

Evaluator _____ Date observed _____

Class/assignment observed _____

Professional Competence	Satisfactory	Needs Improvement	Unsatisfactory
Demonstrates professional knowledge in their field of preparation/instruction during the performance of assigned duties	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Communicates ideas, instructions, assignments, and other presentations effectively, clearly, and accurately	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Knows and uses materials and methods designed to achieve the objectives of the area of service assigned	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Responsibilities	Satisfactory	Needs Improvement	Unsatisfactory
Utilizes effective pedagogical techniques in order to enhance the communication of ideas and promote optimal learning, critical thinking, and performance skills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Strengths observed (**narrative required**):

Suggestions for improvement (**narrative required**):

Overall Observation: ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

This observation was discussed with the evaluee on (date): _____

Evaluator: _____ Date: _____
Signature

Evaluee: _____ Date: _____
Signature

APPENDIX E- 2.B

Online Course Checklist – Probationary Faculty (Synchronous or Asynchronous class)

Evaluee name: _____

Evaluator: _____

Class/Module: _____

Semester: _____ Date Observed: _____

A. Content Presentation & Course Design

Addresses elements of instructional design and is inclusive of such elements as course structure, learning objectives, organization of content, and instructional strategies.

Objectives		Satisfactory	Needs Improvement	Unsatisfactory
1.	All goals, objectives, and outcomes <u>Student Learning Outcomes</u> can be easily located within the course and are made available in a variety of areas on the course within the course and syllabus.			
Content Presentation		Satisfactory	Needs Improvement	Unsatisfactory
1.	Students are given a comprehensive introduction to the course purpose and structure.			
2.	Learning content is made available in manageable segments (modules or units) and flows in a logical progression.			
3.	<u>Clear navigation and access to any third-party system used in the class.</u>			
4.	<u>Course has a welcoming syllabus and home page/landing page and a welcoming syllabus.</u>			
Student Support		Satisfactory	Needs Improvement	Unsatisfactory
1.	Course design includes guidance for students to work with content in meaningful ways <u>Students are given directions on how to move through to navigate the course content and the semester successfully.</u>			
2.	Tools available within the learning management system (LMS) are used to facilitate learning by engaging students with course content.			
Academic Support		Satisfactory	Needs Improvement	Unsatisfactory

1.	Provides students with institutional policies, materials, and forms relevant for student success (for example, plagiarism policies).			
2.	Clearly labeled tutorial materials that explain how to navigate the LMS and provide overall orientation to the course.			
3.	Course/instructor policies regarding decorum, behavior, and netiquette are included and are written clearly to avoid confusion.			
4.	Links to services such as the Student Technology Help Desk, counseling, library, success centers, or financial aid office.			

Continue to next page

B. Communication & Interaction

Interaction and collaboration can take any forms. These criteria place emphasis on the type and amount of interaction and collaboration within the online environment.

Regular & Effective Communication		Satisfactory	Needs Improvement	Unsatisfactory
1.	Contact information for the instructor is easy to find and includes multiple forms of communication (e.g. announcements, email, student feedback, and direct messaging).			
2.	Expected A 24-48 hour response time with designated "no response" windows for email replies is are posted on the LMS course shell and is listed in the syllabus for email replies is posted. <u>Assessment times should be scheduled within windows of availability.</u>			
3.	Student-to-student interactions are required as part of the course. Students are encouraged to initiate communication with the instructor.			
4.	Expectations regarding the quality of communications are clearly defined.			
5.	The instructor participates actively in communication activities, provides <u>encouraging weekly announcements and consistent feedback for course activities and assignments to students.</u>			
6.	Guidelines explaining required levels of participation are provided.			

7.	<u>Weekly class announcements that are friendly with clear reminders of assignments, upcoming deadlines, and other important information.</u>			
8.	<u>Provides students with regular feedback for course activities and assignments.</u>			

C. Assessment

Addresses the quality and type of student assessments within the course.

Expectations		Satisfactory	Needs Improvement	Unsatisfactory
1.	Assignments match the course objective.			
2.	Rubrics and/or descriptive criteria for desired outcomes are provided (models of “good work” may be shown, for example).			
3.	Instructions are written clearly, with sufficient detail included for all assignments including discussion boards.			
Assessment Design		Satisfactory	Needs Improvement	Unsatisfactory
1.	Assessment activities occur frequently throughout the duration of the course, and the instructor provides meaningful feedback in a timely manner.			
2.	Multiple types of assessments are used (e.g. discussion board, quizzes, written assignments, and projects).			

Continue to next page

D. Accessibility

Addresses ~~elements of instructional design and is inclusive of such elements as course structure, organization of content, and instructional strategies.~~ accessibility in course design, course content, learning objectives, organization of content, and instructional strategies.

Technical Accessibility and Accommodations for Disabilities		Satisfactory	Needs Improvement	Unsatisfactory
1.	The course contains equivalent alternatives to auditory and visual content (captioning).			
2.	Course instructions articulate or link to an explanation of how the institution’s academic / student support services and resources can help students succeed in the course and how students can access the services.			

3.	The design and delivery of content integrate alternative resources (transcripts, for example) or enable assistive processes (voice recognition, for example) for those needing accommodation.			
4.	Links to institutional policies, contacts, and procedures for supporting students with disabilities are included and easy to find.			

E. Observation

<u>Professional Competence</u>		<u>Satisfactory</u>	<u>Needs Improvement</u>	<u>Unsatisfactory</u>
1.	<u>Demonstrates professional knowledge in their field of preparation/instruction during the performance of assigned duties.</u>			
2.	<u>Communicates ideas, instructions, assignments, and other presentations effectively, clearly, and accurately.</u>			
3.	<u>Knows and uses materials and methods designed to achieve the objectives of the area of service assigned.</u>			
<u>Professional Responsibilities</u>				
1.	<u>Utilizes effective pedagogical techniques in order to enhance the communication of ideas and promote optimal learning, critical thinking, and performance skills.</u>			

Strengths observed (narrative required):

Suggestions for improvement (narrative required):

Overall Rating	Satisfactory (3)	Needs Improvement(2)	Unsatisfactory (1)
Please indicate overall rating by marking appropriate column			

 Print name of Evaluator

 Evaluator Signature

 Date

Adopted June 2020
Long Beach Community College District


 JH


 GD

APPENDIX E- 11.B

Online Course Checklist – Tenured Faculty (Synchronous or Asynchronous class)

Evaluee name: _____ Evaluator: _____

Class/Module: _____ Semester: _____ Date Observed: _____

A. Content Presentation & Course Design

Addresses elements of instructional design and is inclusive of such elements as course structure, learning objectives, organization of content, and instructional strategies.

Objectives		Satisfactory	Needs Improvement	Unsatisfactory
1.	All goals, objectives, and outcomes <u>Student Learning Outcomes</u> can be easily located within the course and are made available in a variety of areas on the course <u>within the course and syllabus.</u>			
Content Presentation		Satisfactory	Needs Improvement	Unsatisfactory
1.	Students are given a comprehensive introduction to the course purpose and structure.			
2.	Learning content is made available in manageable segments (modules or units) and flows in a logical progression.			
3.	<u>Clear navigation and access to any third-party system used in the class.</u>			
4.	<u>Course has a welcoming syllabus and home page/landing page and a welcoming syllabus.</u>			
Student Support		Satisfactory	Needs Improvement	Unsatisfactory
1.	Course design includes guidance for students to work with content in meaningful ways <u>Students are given directions on how to move through to navigate the course content and the semester successfully.</u>			
2.	Tools available within the learning management system (LMS) are used to facilitate learning by engaging students with course content.			
Academic Support		Satisfactory	Needs Improvement	Unsatisfactory

1.	Provides students with institutional policies, materials, and forms relevant for student success (for example, plagiarism policies).			
2.	Clearly labeled tutorial materials that explain how to navigate the LMS and provide overall orientation to the course.			
3.	Course/instructor policies regarding decorum, behavior, and netiquette are included and are written clearly to avoid confusion.			
4.	Links to services such as the Student Technology Help Desk, counseling, library, success centers, or financial aid office.			

Continue to next page

B. Communication & Interaction

Interaction and collaboration can take any forms. These criteria place emphasis on the type and amount of interaction and collaboration within the online environment.

Regular & Effective Communication		Satisfactory	Needs Improvement	Unsatisfactory
1.	Contact information for the instructor is easy to find and includes multiple forms of communication (e.g. announcements, email, student feedback, and direct messaging).			
2.	Expected A 24-48 hour response time with designated "no response" windows for email replies is are posted on the LMS course shell and is listed in the syllabus for email replies is posted. <u>Assessment times should be scheduled within windows of availability.</u>			
3.	Student-to-student interactions are required as part of the course. Students are encouraged to initiate communication with the instructor.			
4.	Expectations regarding the quality of communications are clearly defined.			
5.	The instructor participates actively in communication activities, provides <u>encouraging weekly announcements and consistent feedback for course activities and assignments to students.</u>			
6.	Guidelines explaining required levels of participation are provided.			

7.	<u>Weekly class announcements that are friendly with clear reminders of assignments, upcoming deadlines, and other important information.</u>			
8.	<u>Provides students with regular feedback for course activities and assignments.</u>			

C. Assessment

Addresses the quality and type of student assessments within the course.

Expectations		Satisfactory	Needs Improvement	Unsatisfactory
1.	Assignments match the course objective.			
2.	Rubrics and/or descriptive criteria for desired outcomes are provided (models of “good work” may be shown, for example).			
3.	Instructions are written clearly, with sufficient detail included for all assignments including discussion boards.			
Assessment Design		Satisfactory	Needs Improvement	Unsatisfactory
1.	Assessment activities occur frequently throughout the duration of the course, and the instructor provides meaningful feedback in a timely manner.			
2.	Multiple types of assessments are used (e.g. discussion board, quizzes, written assignments, and projects).			

Continue to next page

D. Accessibility

Addresses ~~elements of instructional design and is inclusive of such elements as course structure, organization of content, and instructional strategies.~~ accessibility in course design, course content, learning objectives, organization of content, and instructional strategies.

Technical Accessibility and Accommodations for Disabilities		Satisfactory	Needs Improvement	Unsatisfactory
1.	The course contains equivalent alternatives to auditory and visual content (captioning).			
2.	Course instructions articulate or link to an explanation of how the institution’s academic / student support services and resources can help students succeed in the course and how students can access the services.			

3.	The design and delivery of content integrate alternative resources (transcripts, for example) or enable assistive processes (voice recognition, for example) for those needing accommodation.			
4.	Links to institutional policies, contacts, and procedures for supporting students with disabilities are included and easy to find.			

E. Observation

<u>Professional Competence</u>		<u>Satisfactory</u>	<u>Needs Improvement</u>	<u>Unsatisfactory</u>
1.	<u>Demonstrates professional knowledge in their field of preparation/instruction during the performance of assigned duties.</u>			
2.	<u>Communicates ideas, instructions, assignments, and other presentations effectively, clearly, and accurately.</u>			
3.	<u>Knows and uses materials and methods designed to achieve the objectives of the area of service assigned.</u>			
<u>Professional Responsibilities</u>				
1.	<u>Utilizes effective pedagogical techniques in order to enhance the communication of ideas and promote optimal learning, critical thinking, and performance skills.</u>			

Strengths observed (narrative required):

Suggestions for improvement (narrative required):

Overall Rating	Satisfactory (3)	Needs Improvement(2)	Unsatisfactory (1)
Please indicate overall rating by marking appropriate column			

 Print name of Evaluator

 Evaluator Signature

 Date

Adopted June 2020
Long Beach Community College District


 JH


 GD

APPENDIX E-9

Tenured Faculty Evaluation Checklist

Evaluee _____ Academic Year _____

- ☐ 1. The first week of the fall semester, Human Resources Department notifies the LBCCFA President, Academic Senate President, deans, department chairs and the evaluatee, of faculty members to be evaluated.
- ☐ 2. Department Heads notify the Human Resources Department and Deans of the Evaluation Team members.
- ☐ 3. The Evaluation Team meets with the evaluatee for the Annual Evaluation Conference to discuss the evaluation process and procedures, set dates, and review evaluation documents, Appendices E-9 through E-14.
- ☐ 4. Schedule and conduct student evaluations for each class (must be conducted by a member -of- the Evaluation Team and not the evaluatee).
- ☐ 5. Solicit job-related written evaluation comments from the area dean prior to completion of the Annual Evaluation Report. (In accordance with the process described in 9.6)
- ☐ 6. Schedule, and conduct, and complete the Peer Classroom Observations Reports – Tenured Faculty (E-11.A) and, if necessary, Online Course Checklists – Tenured Faculty (E11.B) and complete the Peer Classroom Observation Reports. One classroom or online observation must be completed by each member of the Evaluation Team, a selected member as determined by the Committee.
- ☐ 7. Evaluation Team members will meet to complete the annual evaluation process, including review of self- evaluation report, peer observation reports, student evaluations, faculty response to student evaluations, individual Committee member evaluation worksheets and completion of the Annual Evaluation Report (Appendices E-9 through E-14) by May 22.
- ☐ 8. Completed Annual Evaluation Report will be forwarded to Human Resources Department, along with Appendices E-9 through E-14. If re-evaluation is necessary, establish re-evaluation team and schedule.

Evaluation Team:

Evaluation Team Chair

Date

Evaluee Signature

*Revised 02/12 updated 11/2017
Long Beach Community College District*

Date


JH


GD

APPENDIX E-10

Self-Evaluation Report: Tenured Faculty

Employee Name _____ Date of Report _____

Report submitted to: ☐ Evaluation Team ☐ Re-evaluation Team

Professional Standards (LBCCFA Master Agreement, Article 9.3 and Article 10.2)

1. Professional Competence

Discuss items regarding professional competence as outlined in Article 9.3.1.

2. Professional Responsibilities (Article 9.3.2 and Article 10.2.1)

Include a list of how you have continued to meet your professional responsibilities including: college service hours, examples of course syllabus and curriculum review activities such as review of course outlines, program review, and course evaluation. "Satisfactory" cannot be checked on the Annual Evaluation Report (Appendix E-14), unless the evaluatee presents a listing of college service hours, in addition to examples of their welcoming course syllabus and curriculum review activities such as review of course outlines.

3. Professional Activities (Article 9.3.3)

Discuss your professional activities as defined in Article 9.3.3. Your discussion must include how you have demonstrated an effort in keeping current on issues and developments in your academic field as well as your involvement within the department to improve and enhance your academic program. This would include, but would not be limited to, describing your involvement with student success, equitable teaching and learning practices, and student learning outcomes assessment ~~results~~ (SLO assessment shall not be used as a criterion for retention or non-retention).

(next page)

(3. Professional Activities, continued)

4. Professional Development

List any activities and/or professional development you have engaged in recently that demonstrates your on-going commitment to critique, improve, and enhance what you do in the classroom to positively impact the teaching and learning process for students.

5. Classroom/Worksite Instructional Tools

Explain what, if any, specific teaching techniques or technology you utilize in your classroom or work assignment to enhance the learning process for students.

Evaluee Signature

Date

ARTICLE 10

HOURS OF EMPLOYMENT/SERVICE LOAD

10.1 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 their 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.

10.2 Flex Day Activity

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

10.17.1 In accordance with Article 14.5, 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.

10.17.2 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.

10.17.3 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.

10.17.4 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.

10.2 Weekly Hours of Service

10.2.1 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 service load agreement will reflect the semester schedule, including courses, student office hours, percentage of reassigned time and banked load.

10.2.2 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 by 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.

10.2.3 An exception to Sections 10.1 and 10.2 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.

10.2.4 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 10.2.1 of this Article:

10.2.4.1 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 10.10 of this Article).

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

10.2.4.2.1 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).

10.2.4.2.2 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.

10.2.4.2.3 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.

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

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

enrollment.

10.2.5 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, 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 the faculty member 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 10.2.2, when such a change would benefit the educational program.

10.2.6 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.

10.3 Examination Period – Graduation

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

10.3.2 Graduation is a paid day of service to the District (Section 10.1). 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.

10.4 Teaching Units

10.4.1 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:

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

10.4.1.2 One (1.125) laboratory hour equals 0.9 teaching unit.

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

10.4.1.4 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.

10.4.1.5 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

10.4.2 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.

10.4.3 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.

10.5 Faculty Members' Schedules

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

10.5.2 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 the faculty member meets the minimum qualifications by making a request in writing to 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, the faculty member shall be provided with a written statement indicating the reason for the denial of the request.

10.5.3 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.

10.5.4 Assignment

10.5.4.1 The department head shall consult with each faculty member, assuming 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), 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).

10.5.4.2 ~~No more than 60% of a faculty member's 100% standard teaching load (Section 10.4) 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. Faculty may be allowed to teach 100% online pending a mutual decision by the Department Head and the Dean.~~ No more than 60% of a faculty member's 100% standard teaching load (Section 10.4) 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 Faculty 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 certification or present documented completion of an online teaching certification from another regionally accredited college to the Office of Online Learning and Educational Technology for their approval.

10.5.4.3 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 10.8.3 of this Article.

10.5.5 If a subsequent change in assignment becomes necessary, the appropriate dean shall consult with the affected faculty member and department head. If requested by the faculty member, the faculty member shall be provided with a written statement indicating the reason for the reassignment.

10.5.6 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.

10.5.7 Courses Designated As To Be Arranged (TBA)

10.5.7.1 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.

10.5.7.2 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.

10.5.7.3 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.

10.6 Out-of-Class Responsibilities

10.6.1 Student Office Hours

10.6.1.1 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.

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

10.6.1.3 Faculty shall define student office hours on the syllabus and/or post on the learning management system. Example of student office hours statement: Student office hours are your time to connect with your professor on the course, the materials, your educational pathway, life goals, or to just build community.

10.6.2 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 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.

10.6.3 Course Syllabus

All faculty members are required to publish a welcoming course syllabus 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. 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.)
- Faculty shall include an inclusion statement in their syllabus. Example of inclusion statement: I believe in creating a learning environment for you (my students) that supports a diversity of thoughts, perspectives and experiences, and honors your identities (including race, ethnicity, gender, social class, sexuality, religion, ability, etc.)

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

10.6.4 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.

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

10.7.1 Counseling Contracts

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

10.7.1.1.1 Counselors' Schedules: 177 days will be based upon the academic year as defined in Section 10.1 (fall and spring semesters, flex days, College Day, and Graduation). Counselors will be scheduled to work beginning with the start of each semester.

10.7.1.1.2 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. Thirty (30) minutes/daily shall be for Non-Student Contact Time (NSCT).

10.7.1.1.3 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.

10.7.1.1.4 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 10.5.4.1 of this Article.

10.7.1.1.5 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.

10.7.1.1.6 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.

10.7.1.1.7 Changes made in counselors' schedules after April 15 require prior consent of the affected faculty member.

10.7.1.2 Reporting Structure

10.7.1.2.1 All faculty counselors, regardless of the department to which they are assigned, will be represented by the Counseling department head.

10.7.1.2.2 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.

10.7.1.2.3 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.

10.7.2 Instructional Specialists

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

10.7.2.1 177 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.

10.7.2.2 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.

10.7.2.3 Extended Year Assignment: Twenty (20) additional days will be assigned to be worked during the summer and/or winter intersession.

10.7.2.4 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.

10.7.2.5 Changes made in the Instructional Specialist's schedule after April 15 will be made in accordance Section 10.5.5 of this Article.

10.7.3 Librarians' Contracts

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

10.7.3.1 Librarians' Schedules: 177 days will be based upon the academic year as defined in Section 10.1 (fall and spring semesters, flex days, College Day, and Graduation). Librarians will be scheduled to work beginning with the start of each semester.

10.7.3.2 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 five (5) hours of forty-five (45) shall be for professional preparation.

10.7.3.3 Extended Year Assignment: Twenty (20) additional days or 128 hours will be assigned to be worked during the summer and/or winter intersession.

10.7.3.4 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.

10.7.3.5 Changes made in the Librarian's schedule after April 15 will be made in accordance with Section 10.5.5 of this Article.

10.7.4 Counselor, Instructional Specialists and Librarian Contract Provisions

10.7.4.1 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 10.5.4.1 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.

10.7.4.2 One hundred ninety-seven (197) day assignments shall receive an additional sick leave day but no vacation or holiday pay.

10.7.4.3 Without prior consent of the faculty member affected, extended year assignments shall be for not less than three (3) days per week.

10.7.4.4 During the summer, each librarian, counselor, and instructional specialist shall have the opportunity for at least three (3) consecutive weeks free from assignment.

10.7.5 Coordinator Assignments

10.7.5.1 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.

10.7.5.2 Coordinator assignments shall be assigned to the 197-day schedule to be worked in the following manner:

10.7.5.2.1 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.

10.7.5.2.2 Twenty (20) additional days will be assigned to be worked during the summer and/or winter intersession (extended year assignment).

10.7.5.2.3 Once the 197 days have been worked, the Coordinator may work additional days and be compensated at the faculty member's regular hourly rate.

10.7.6 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.

10.8 Overtime Assignments

10.8.1 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 vicepresident.

10.8.2 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.

10.8.3 Load Banking

10.8.3.1 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.

- 10.8.3.2 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.
- 10.8.3.3 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.
- 10.8.3.4 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.
- 10.8.3.5 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.
- 10.8.3.6 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 10.8.3.2 of this Article. The academic year includes the summer session immediately preceding the fall semester.
- 10.8.3.7 A faculty member shall notify the department head of 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.
- 10.8.3.8 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.
- 10.8.3.9 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 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.

10.8.3.10 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.

10.8.3.11 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.

10.8.3.12 Each faculty member with banked load must approve 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.

10.8.3.13 Banked loads cannot be transferred, loaned, or assigned between faculty members.

10.8.3.14 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.

10.8.3.14.1 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.

10.8.3.14.2 Counselors may bank non-classroom assignment hours by converting those hours into teaching units. Each hour of non-teaching classroom assignment equals 0.42 teaching units.

10.8.3.15 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.

10.8.3.15.1 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.

10.8.3.15.2 Counselors may convert banked teaching units into an underload for non-classroom assignments. Each banked teaching unit shall equal 2.40 hours of non-classroom assignment time.

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

10.9 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.

10.10 Summer / Winter Intersession

10.10.1 Scheduling

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

10.10.1.2 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.

10.10.1.3 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.

10.10.2 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 their hourly rate.

10.10.3 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.

10.10.4 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.

10.10.5 Clinical practicum assignments shall be calculated according to the formula presented in Section 10.4.1.3 of this Article.

10.10.6 All summer and/or winter intersession assignments shall be voluntary for the faculty member.

10.10.7 Summer and winter classes are not scheduled on Independence Day and Martin Luther King Day, therefore, there will be no compensation for those days.

10.10.8 All other provisions of the contract shall apply during summer and/or winter intersession.

10.11 Team-Taught Classes

10.11.1 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.

- 10.11.2 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.

10.12 Maximum Class Size

- 10.12.1 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.
- 10.12.2 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.
- 10.12.3 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 10.14 of this Article.
- 10.12.4 In order to control maximum class size after a class has been closed during late registration, the faculty member teaching the class may direct their 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.

10.13 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 day before Census 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]~~ eight [8] and twelve [12] week classes, the number of students enrolled by the ~~end of one and one half [1 1/2] weeks of class, etc.~~ day before Census). 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. Administrative support (e.g. marketing, social media, institutional effectiveness, etc.) shall be provided to reach the minimum class size. Departmental and division support may be provided to reach the minimum class size. Faculty may consult with department administration for resources to aid in reaching minimum class size.

- 10.13.1 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:

10.13.1.1 The course is the last in a sequence.

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

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

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

~~10.13.1.5 It is an existing course that is being scheduled at a new time and day (including weekends) to satisfy industry-driven scheduling.~~

10.13.1.5 The department head schedules courses in order to reduce the potential for low enrollment in those courses.

~~10.13.1.7 To ensure health and safety in a course, it is a course that involves the use of heavy equipment which requires supervision.~~

~~10.13.1.8 There is not enough equipment for the minimum class size.~~

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 10.12, 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).

10.13.2 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 10.12 of this Article.

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

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

10.14 Load in Large Lecture Classes

10.14.1 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).

10.14.2 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.

JH

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			<u>1 - < 2 Units</u>	<u>2 - < 3 Units</u>	<u>3 - < 4 Units</u>	<u>4 - < 5 Units</u>	<u>5 - < 6 Units</u>
<u>Class Enrollment Capacity</u>	<u>Actual Enrollment at Census</u>	<u>Percentage over Course Capacity</u>	<u>18.0 - 35.9 Contact Hrs</u>	<u>36.0 - 53.9 Contact Hrs</u>	<u>54.0 - 71.9 Contact Hrs</u>	<u>72.0 - 89.9 Contact Hrs</u>	<u>90.0 - 107.9 Contact Hrs</u>
<u>40</u>	<u>40</u>	<u>100%</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
<u>56</u>	<u>50</u>	<u>125%</u>	<u>\$315</u>	<u>\$630</u>	<u>\$945</u>	<u>\$1,260</u>	<u>\$1,575</u>
<u>68</u>	<u>60</u>	<u>150%</u>	<u>\$630</u>	<u>\$1,260</u>	<u>\$1,890</u>	<u>\$2,520</u>	<u>\$3,150</u>
<u>76</u>	<u>68</u>	<u>170%</u>	<u>1.5 x TU</u>	<u>1.5 x TU</u>	<u>1.5 x TU</u>	<u>1.5 x TU</u>	<u>1.5 x TU</u>
<u>86</u>	<u>80</u>	<u>200%</u>	<u>1.5 x TU +</u>	<u>1.5 x TU +</u>	<u>1.5 x TU +</u>	<u>1.5 x TU +</u>	<u>1.5 x TU +</u>
-	-		<u>\$315</u>	<u>\$630</u>	<u>\$945</u>	<u>\$1,260</u>	<u>\$1,575</u>
<u>96</u>	<u>90</u>	<u>225%</u>	<u>1.5 x TU +</u>	<u>1.5 x TU +</u>	<u>1.5 x TU +</u>	<u>1.5 x TU +</u>	<u>1.5 x TU +</u>
-	-		<u>\$630</u>	<u>\$1,260</u>	<u>\$1,890</u>	<u>\$2,520</u>	<u>\$3,150</u>
<u>104</u>	<u>96</u>	<u>240%</u>	<u>2.0 x TU</u>	<u>2.0 x TU</u>	<u>2.0 x TU</u>	<u>2.0 x TU</u>	<u>2.0 x TU</u>

10.14.3 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.

10.14.3.1 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.

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

10.14.3.3 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.

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

10.15 Honors Program

10.15.1 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).

10.15.2 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.

10.15.3 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.

10.16 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.

~~10.17 Flex Day Activity~~

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

~~10.17.1 In accordance with Article 14.5, 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.~~

~~10.17.2 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.~~

~~10.17.3 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.~~

~~10.17.4 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.~~

10.18 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 11

SALARY

11.1 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.)

11.1.1 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:

- 11.1.1.1 Contract employment for at least fifty percent (50%) of a full school year or one (1) full semester;
- 11.1.1.2 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;
- 11.1.1.3 Temporary employment equaling at least four hundred and five (405) hours during a fiscal year.

11.1.2 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.

11.1.3 Government Service

Placement credit for government service (including, but not limited to, military service, Peace Corps, etc.) is granted as in Section 11.1.1 above if the employee taught in the field for which they are to be employed. Credit shall be granted as in Section 11.1.2 above if the duties performed in the service contribute directly to the effectiveness of the work for which the employee has been assigned.

11.1.4 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.)

11.2 Credit for Advanced Study

- 11.2.1 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.
- 11.2.2 Placement on Schedule 1 or Schedule 1A shall be in accordance with the following provisions:
- 11.2.2.1 Placement on Column 1 is granted to those who do not possess a Master's degree or qualify for vocational equivalency.
 - 11.2.2.2 Placement on Column 2 is dependent on possession of a Master's degree (see Section 11.2.3 below for vocational equivalencies.)
 - 11.2.2.3 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 11.2.3 below for vocational equivalencies.)
 - 11.2.2.4 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 11.2.3 below for vocational equivalencies.)
 - 11.2.2.5 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 11.2.3 below for vocational equivalencies.)
 - 11.2.2.6 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 11.2.3 below for vocational equivalencies.)

- 11.2.2.7 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.
- 11.2.3 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.
- 11.2.3.1 All persons who do not qualify for salary placement under Sections 11.2.3.2, 11.2.3.3, or 11.2.3.4 below shall be considered to have less than a Master's degree and will be placed on the first column of the salary schedule.
- 11.2.3.2 Placement on Column 2: (1) LL.B. or J.D. degree if it does not qualify in Section 11.2.2.7 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.
- 11.2.3.3 Placement on Column 3 is dependent on fourteen (14) semester hours of work beyond the requirements for placement on Column B.
- 11.2.3.4 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 11.2.2 shall fulfill the requirements of this section.
- 11.2.3.5 Placement on Column 5 is dependent on fourteen (14) semester hours of work beyond the requirements for placement on Column C.
- 11.2.3.6 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.
- 11.2.4 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).

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

- 11.2.4.1 For salary advancement under a Ph.D. or equivalent, the employee may submit an official letter from the accredited institution certifying that all degree requirements have been completed. This letter must be submitted directly to Human Resources.
- 11.2.4.2 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 11.2.4 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).
- 11.2.5 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.
- 11.2.6 The maximum credit granted in any one academic year for advanced placement on the salary schedule is ~~twelve (12)~~ fourteen (14) semester or ~~eighteen (18)~~ twenty-one (21) 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 11.1.1 and 11.2.8 of this Article.
- 11.2.7 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.
- 11.2.8 Courses for upgrading on the salary schedule ~~must~~ may 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 they can substantiate that the lower division course has a direct bearing on their current assignment for 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). Credit for salary advancement may also be obtained through professional training and, including lower division course work, conferences, or mentoring, pertaining to a faculty member's assignment, subject to approval by the Flexible Salary Advancement Committee, consisting of appointment from each of the following: LBCCFA, Academic Senate, _____ and _____ Human Resources.~~ the Academic Senate President or designee, the LBCCFA President or design

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.

ee, the Associate Vice President of Human Resources or designee, and the area Dean, which is responsible for approving all flexible salary advancement plans by a majority vote of the committee.

- 11.2.9 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. To receive credit for professional training and/or, including lower division course work, conferences, or mentoring, pertaining to a faculty member's assignment, prior to enrollment a "Request for Flexible Salary Schedule Movement Advancement" form must be submitted to the Flexible Salary Advancement Committee.

For professional training and/or lower division course work, a Request for Approval of Classes Flexible Salary Advancement form shall be completed by unit members and requires the approval of the area Dean and shall then be submitted to the AVP HR Associate Vice President, Human Resources, by the eighth week of the primary term preceding the intended start of the salary advancement plan.

The Flexible Salary Advancement Committee shall meet by the twelfth week of the term to review and approve the plan. Should a plan not be approved, the Flexible Salary Advancement Committee shall inform the faculty member in writing of the reasons for disapproval. Approved advancement plans shall be forwarded to the faculty member and placed in the faculty's personnel file.

- 11.2.9.1 Human Resources will provide a copy of their response to LBCCFA and the faculty member. For faculty requesting approval of professional training and/or, including lower division course work, conferences, or mentoring, the Flexible Professional Flexible Salary Advancement Committee will provide a copy of their response to the faculty member.

- 11.2.9.2 For faculty requesting approval of classes for advanced study, Human Resources the Flexible Salary Advancement Committee will follow up with the faculty member within ten (10) working days. For faculty requesting approval of professional training, including lower division course work, conferences, or mentoring, the Flexible Salary Schedule Committee will follow up with the faculty member within ten (10) working days.

- 11.2.10 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. Upon successful completion of professional training, including lower division course work, conferences, or mentoring, it is the employee's responsibility to submit proof of completion to Human Resources the Flexible Salary Advancement Committee for approval.

- 11.2.10.1 Unit-for-unit will be granted for approved special training involving lower division course work. This course work enhances subject matter knowledge in the faculty member's teaching field(s) or newly involved teaching fields(s), or as it relates to teaching methodology, pedagogy, and/or technology.

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~~11.2.10.2 One unit will be granted for every eighteen (18) clock hours of work for the following projects: professional training, including conferences or mentoring. Tenured faculty, though not members of a mentee's tenure review committee, may mentor new faculty per recommendation by the Flexible Salary Advancement Committee.~~

~~11.2.10.3 A maximum of fourteen semester (14) units per academic year may be counted for the following: professional training and/or, including lower division coursework, conferences, or mentoring.~~

~~11.2.10.4 Faculty members on Column 6 and 7 who complete fourteen (14) units through professional training, including lower division course work, conferences, or mentoring, may follow the process as stated in 12.2.9 to be eligible for a \$750 stipend, for every year the fourteen (14) units are completed.~~

11.3 Salary Increments

11.3.1 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.

11.3.2 The following increments, as defined in Section 11.3.1 above, shall be awarded on the first day of paid service in the academic year which qualifies for the increment.

11.3.3 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.

11.3.4 Leave of Absence

11.3.4.1 Any faculty member who has a leave of absence:

11.3.4.1.1 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);

11.3.4.1.2 To teach in a foreign country;

11.3.4.1.3 For sabbatical leave or professional development leave, or

11.3.4.1.4 To take advanced professional and academic training is entitled to an increment, the same as though they 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.

11.3.4.2 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.

11.4 Salary Adjustments with Change in Status

- 11.4.1 When an employee improves their 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 they have become eligible. The employee shall also receive any applicable increment in accordance with the provisions of this narrative.
- 11.4.2 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 their present salary plus one or two months' salary, as appropriate, and any applicable salary increment.
- 11.4.3 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.
- 11.4.4 Any change in the length of a faculty member's assignment (away from a 177-day or 197-day assignment) shall be negotiated.

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

- 11.5.1 At the request of the LBCCFA, the District will provide a list of all District Stipends, amounts and recipients.
- 11.5.2 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.
- 11.5.2.1 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
- 11.5.2.2 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.
- 11.5.3 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.
- 11.5.4 Any additions, deletions, or modifications to this Schedule 3 shall be negotiated between the District and LBCCFA.

11.6 Salary Schedule 5A – Hourly Compensation

Faculty members shall be placed in the appropriate column (Less Than Master's or Master's or More or Doctorate) in accordance with the placement criteria, including vocational equivalencies, in Section 11.2 above. ~~In no case will the minimum rate per hour be less than the hourly rate the faculty member would be eligible to receive on the Certified Hourly Instructors (CHI) Schedule 4.~~

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.

11.7 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 10.7.1.1.1). 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 10.1.

11.8 Compensation for Instructor Evaluation Activities

11.8.1 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.

11.8.2 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 9 of this Master Agreement. No pay shall be provided for incomplete or late evaluations when submitted after the established Tenure Review Committee timelines.

11.9 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


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Coast
El Camino
Glendale
Mt. San Antonio

Pasadena
Rancho Santiago
Rio Hondo
Santa Monica

This list may be reviewed and adjusted by mutual consent (a minimum of once every three (3) years beginning June 2020~~1~~1).

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.


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Long Beach Community College District Salary Schedule 3

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

Total Amount for School Year \$2,782	Assistant Swimming* Assistant Water Polo* Automotive Technology Program Lead Baking Program Lead Business Information Worker Program Lead Conflict Resolution Facilitators^	Drama Costume Coordinator* Economics Program Lead Horticulture Program Lead Medical Assisting Program Lead Metal Fabrication Program Lead Pepster Advisor
\$3,430	Cross Country (M&W)* Cross Country (M&W) Assistant Baseball* Assistant Softball*	Phlebotomy Program Lead Welding Program Lead Assistant Track (M&W)* Assistant Volleyball (M&W)* Fire Science Program Lead
\$4,085	Academic Standards and Policies Subcommittee Chair Assistant Basketball (M&W)* Band Director Children's Theater Director Choir Director Administration of Justice Program Lead Lead Dance Director Dance Director Drama Director Faculty Ombudsperson Forensics Director Golf* Golf* Human Services Addiction Studies Program Lead Human Services Generalist Program Lead Instrumental Jazz Director	Newspaper Director Orchestra Director Radio/TV Director Soccer (M&W)* Soccer (M&W) Stage Director Swimming, Head Coach* Swimming Head Coach Tennis (M&W)* Tennis (M&W) Vocal/Jazz Director Volleyball, Head Coach (M&W)* Volleyball, Head Coach Water Polo* Water Polo*
\$5,555	Business Administration Program Lead Database Administration Program Lead Intramurals*	Track, Head Coach (M&W)* Track, Head Coach (M&W) Web Development Program Lead
\$6,214	Articulation Coordinator Associate Degree and General Education Subcommittee Chair Baseball, Head Coach* Baseball, Head Coach* Child Development Program Lead Committee on Curriculum and Instruction Chair Department Head*(1)	DSPS Coordinator* Football Assistant* Matriculation Coordinator* Department Planning/Program Review Subcommittee Chair School & College Relations Coordinator* Softball, Head Coach* Softball, Head Coach* Transfer Services Coordinator*
\$6,868	Basketball, Head Coach (M&W)* Basketball, Head Coach (M&W)*	Construction Technology Program Lead

\$8,336

Advanced Transportation Technology Program
Lead
Architecture Program Lead
Athletic Director (M&W)*
Football, Head Coach*

Electrical Program Lead

\$15,925	<u>Baseball, Head Coach*</u>	<u>Swim, Head Coach (M&W)*</u>
	<u>Basketball, Head Coach (M&W)*</u>	<u>Tennis, Head Coach (M&W)*</u>
	<u>Cross-Country, Head Coach (M&W)*</u>	<u>Track, Head Coach (M&W)*</u>
	<u>Dance Director*</u>	<u>Volleyball, Head Coach (M&W)*</u>
	<u>Football, Head Coach*</u>	<u>Water Polo, Head Coach (M&W)*</u>
	<u>Golf, Head Coach (M&W)*</u>	
	<u>Soccer, Head Coach (M&W)*</u>	
	<u>Softball, Head Coach*</u>	

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

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

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

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

*Assignments indicated by an asterisk will have the additional compensation paid as part of their regular monthly salary over the period of the assignment.

(1) Department Head stipends are stipulated in Article 13.

^ Only activated when needed.

Effective 7/1/21


JH


GD









TENTATIVE AGREEMENT 2021 LBCCFA Reopener Contract Negotiations

Final Audit Report

2021-05-21

Created:	2021-05-21
By:	Susan Salazar (ssalazar@lbcc.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAATNYJhwKi48stwxWyBZQGteWBgBiS8pV

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2021-05-21 - 3:40:24 PM GMT- IP address: 207.233.69.100
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