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**Lassen College  
Faculty Association  
(LCFA)  
and  
Lassen Community  
College District  
(LCCD)**

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**July 1, 2022  
to  
June 30, 2025**

*Collective Bargaining Agreement approved by the  
Lassen Community College Board of Trustees  
at their Regular Meeting May 10, 2022*

*Clerical amendments and reformatting accepted by the  
Lassen Community College Board of Trustees  
at their Regular Meeting \_\_\_\_\_*

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## Table of Contents

<b>ARTICLE 1 – RECOGNITION</b>	<b>1</b>
<b>ARTICLE 2 – RIGHTS OF LCFA</b>	<b>2</b>
<b>ARTICLE 3 – PAYROLL DEDUCTIONS FOR LCFA DUES</b>	<b>4</b>
3.1 Organizational Security	4
<b>ARTICLE 4 – DISTRICT RIGHTS</b>	<b>5</b>
4.1 Identification of Rights	5
4.2 Exercise of Rights	7
<b>ARTICLE 5 – PERSONNEL FILES</b>	<b>8</b>
<b>ARTICLE 6 – EVALUATION AND TENURE PROCEDURE</b>	<b>10</b>
6.1 Evaluation Schedule	10
6.2 Evaluation Teams	10
6.3 Evaluation Forms	10
6.4 Peer Evaluators	10
6.5 Evaluation Notice	11
6.6 Pre-Evaluation Conference	11
6.7 Instructional Evaluation Visits	11
6.8 Student Evaluations	11
6.8.1 For instructional faculty, students in three different classes will be	11
6.9 Non-Instructional Evaluation Interview	11
6.10 Post-Evaluation Conference	12
6.11 Evaluation Recommendations	13
6.12 Evaluation Team Recommendation	13
6.13 Personnel File	14
6.14 Tenure Review Due Process	14
6.15 Faculty Evaluation in Additional Assignments	15
<b>ARTICLE 7 – WORK LOAD</b>	<b>17</b>
7.1 FTE Load	17
7.2 Instructional Faculty	19
7.3 Full Time Office Hours	22
7.4 Counselors	23
7.5 Distance Education Instruction	24
7.6 Special Assignments	25
7.7 Additional Assignments	25
7.8 Eleven and Twelve Month Contracts	26
7.9 Coaches of Intercollegiate Sports	26
7.10 Director of Academic Resources, Work Experience Coordinator	27
7.11 Division Chairs	28
7.12 Accreditation Chair(s)	30

7.13	Lead Counselor	31
7.14	Director of Nursing	32
7.15	Minimum Qualification/Equivalency Liaison	33
7.16	Flex Development/Flex Activity (FD/FA) Chair	33
7.17	DSPS Counselor/Coordinator (See Article 9.7 for compensation information)	34
7.18	Full-Time Coach	35
7.19	Fire Technology Director	37
7.20	Director of POST and Administration of Justice (See Article 9.7 for compensation information)	39
7.21	Nurse Assistant Training Program Director (See Article 9.7 for compensation information)	40
 <b>ARTICLE 8 – LEAVES</b>		<b>43</b>
8.1	Absences and Conditions Regulating Absences – General Provisions	43
8.2	Sick Leave	44
8.3	Use of Sick Leave for Personal Necessity	45
8.4	Industrial Accident or Illness Leave	46
8.5	Bereavement Leave	47
8.6	Jury Duty Leave	48
8.7	Military Leave	48
8.8	Leave without Pay	48
8.9	Pregnancy Disability Leave	48
8.10	Parental Leave	49
8.11	Sabbatical Leaves	49
8.12	Mini-Sabbatical Leaves	52
 <b>ARTICLE 9 – SALARY</b>		<b>56</b>
9.1	Faculty Salary Schedule-Initial Placement	56
9.2	Compensation	57
9.3	Overload Compensation	58
9.4	Compensation and Absences	58
9.5	Pay Periods	58
9.6	Compensation and PE Courses	58
9.7	Stipends	58
 <b>ARTICLE 10 – HEALTH AND WELFARE BENEFITS</b>		<b>62</b>
10.1	Premium Cost	62
10.2	Premium Cost Modifications	62
 <b>ARTICLE 11 – LAYOFFS</b>		<b>64</b>
11.1	General Provisions	64
11.2	Reduction of Faculty	64
11.3	Disciplines, Faculty Service Areas, Minimum Qualifications and Competency	64
11.4	Effects of Layoff	65
11.5	Extension of Health Benefits (COBRA)	65
 <b>ARTICLE 12 – GRIEVANCE PROCEDURE</b>		<b>66</b>
12.1	Purpose	66
12.2	Definitions	66
12.3	Regulations	66
12.4	Procedure	67

<b>ARTICLE 13 – MAINTENANCE OF OPERATIONS</b>	<b>70</b>
<b>ARTICLE 14 – PAST PRACTICES</b>	<b>71</b>
<b>ARTICLE 15 – SEVERABILITY</b>	<b>72</b>
<b>ARTICLE 16 – COMPLETION OF NEGOTIATIONS</b>	<b>73</b>
16.1 The Agreement	73
16.2 Bargaining Restrictions	73
<b>ARTICLE 17 – RESIGNATIONS</b>	<b>74</b>
17.1 Letter of Resignation	74
17.2 Resignation Timeline	74
<b>ARTICLE 18 – REDUCED WORK LOAD PROGRAM</b>	<b>75</b>
18.1 Eligibility	75
18.2 Specifications	75
<b>ARTICLE 19 – CALENDAR</b>	<b>77</b>
19.1 Committee Membership	77
19.2 Committee Meetings	77
19.3 Calendar Timeline	77
19.4 Calendar Changes	77
<b>ARTICLE 20 – SAFETY CONDITIONS OF EMPLOYMENT</b>	<b>78</b>
<b>ARTICLE 21 – ACADEMIC FREEDOM</b>	<b>79</b>
21.1 Policy	79
21.2 Application	79
21.3 Harassment	79
21.4 District Restraint	79
21.5 Declaration of Purpose	79
21.6 Specifications	79
21.7 Intellectual Property Rights	79
<b>ARTICLE 22 – GENERAL PROVISIONS</b>	<b>80</b>
22.1 Complete Understanding	80
22.2 Individual Contracts	80
22.3 No Reprisals	80
22.4 Agreement Form	80
<b>ARTICLE 23 – NON-DISCRIMINATION</b>	<b>81</b>
23.1 Non-Discrimination	81
23.2 ADA Application	81

<b>ARTICLE 24 – ADJUNCT FACULTY</b>	<b>82</b>
24.1 Assignment	82
24.2 Seniority	82
24.3 Office Hours for Adjunct Instructors	83
24.4 Evaluation	84
<b>ARTICLE 25 – DURATION AND REOPENERS</b>	<b>86</b>
<b>APPENDIX A</b>	<b>88</b>
<b>Faculty Salary Schedule</b>	<b>89</b>
<b>APPENDIX B</b>	<b>91</b>
<b>Definitions*</b>	<b>91</b>
<b>APPENDIX C</b>	<b>94</b>
<b>Tenure Standards</b>	<b>94</b>
A. Tenure Standards for Lassen College	94
B. Suggested Standards for Tenure (at the end of four (4) years):	94
C. Suggested Standards for Early Tenure (at the end of two (2) years).	95
D. Suggested Standards for Early Tenure (at the end of one (1) year).	95
E. Additional Requirements for the Granting of Early Tenure	95
<b>APPENDIX D</b>	<b>96</b>
<b>Regular Load Calculation Guidelines</b>	<b>96</b>
<b>Overload Calculation Guidelines (FULL-TIME FACULTY)</b>	<b>97</b>
<b>APPENDIX E</b>	<b>98</b>
<b>Selection Processes</b>	<b>98</b>
<b>APPENDIX F</b>	<b>101</b>
<b>Faculty Evaluation Forms</b>	<b>101</b>
Form A Full-Time Faculty Certificate of Completion/Recommendation	103
Form A-1 Full-Time Faculty Self-Evaluation including Professional Responsibilities	104
Form A-2 Full-Time Instructional Faculty Materials Review	106
Form A-3 Full -Time Instructional Faculty Classroom Visitation	108
Form A-3.1 Full -Time Instructional/Coaching Faculty Classroom Visitation and Coaching Evaluation	109
Form A-3C Full-Time Instructional Faculty Correspondence Packet Review	110
Form A-3N Full-Time Instructional Faculty Online Site Visit	112
Form A-4 Full-Time Instructional Faculty Student Survey-Classroom	114
Form A-4C Full-Time Instructional Faculty Student Survey-Correspondence	116
Form A-4N Full-Time Instructional Faculty Student Survey – Online	118
Form B Adjunct Instructional Faculty Evaluation Certificate of Completion/Recommendation	120

Form B-1 Adjunct Instructional Faculty Self-Evaluation including Professional Responsibilities	121
Form B-2 Adjunct Instructional Faculty Materials Review	122
Form B-3 Adjunct Instructional Faculty Classroom Visitation	124
Form B-3C Adjunct Instructional Faculty Correspondence Packet Review	125
Form B-3N Adjunct Instructional Faculty Online Site Visit	127
Form B-4 Adjunct Instructional Faculty Student Survey-Classroom	129
Form B-4C Adjunct Instructional Faculty Student Survey-Correspondence	131
Form B-4N Adjunct Instructional Faculty Student Survey - Online	133
Form C Full-Time Non-Instructional Faculty Evaluation Certificate of Completion/Recommendation	135
Form C-1 Full-Time Non-Instructional Faculty Self-Evaluation including Professional Responsibilities	136
Form C-2 Full-Time Non-Instructional Faculty Evaluation	137
Form C-4 Full-Time Non-Instructional Faculty Student Survey	138
Form C-4.1 Full-Time Instructional Designer Faculty Survey	140
Form D Adjunct Non-instructional Faculty Evaluation Certificate of Completion/Recommendation	142
Form D-1 Adjunct Non-Instructional Faculty Self-Evaluation including Professional Responsibilities	143
Form D-2 Adjunct Non-Instructional Faculty Evaluation	144
Form D-4 Adjunct Non-Instructional Faculty Student Survey	145
<b>APPENDIX G</b>	<b>147</b>
<b>Miscellaneous Forms</b>	<b>147</b>
Form AA-1 Additional Assignment Evaluation Form	148
Form AC-1 Accreditation Chair Survey (electronic delivery)	149
Form DC-1 Division Chair Survey (electronic delivery)	150
Form LC-1 Lead Counselor Survey (electronic delivery)	151
<b>APPENDIX H</b>	<b>153</b>
<b>Intellectual Property Rights</b>	<b>153</b>

## **Article 1 – Recognition**

- 1.1 The Governing Board of the Lassen Community College District hereby recognizes the Lassen College Faculty Association, CTA/NEA (“LCFA”), as the exclusive representative, within the meaning of Government Code Section 3540.1 (e), of: all full-time and adjunct faculty members, including, but not limited to, instructors, counselors, Director of Academic Resources, Instructional Designer, program directors, and categorical non-tenure track, and tenure track less than one-hundred percent (100%) pursuant to the determination of the Public Employees Relations Board.
- 1.2 The Board agrees not to meet and negotiate with any organization other than LCFA concerning matters with respect to which LCFA is the exclusive representative and agrees not to negotiate individually with any member of the bargaining unit on such matters during the term of this Agreement.
- 1.3 LCFA recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board or its duly authorized representatives. LCFA further agrees that neither it nor any of its members or agents will attempt to negotiate privately or individually with the Board, where the Board has authorized a representative to act in its behalf, nor with any individual Board member, administrator, or other person not designated by the Board as its representative.
- 1.4 LCFA agrees that neither it nor any of its members or agents will attempt to represent, in any negotiations or grievances, the interests of anyone other than members of the unit described in Paragraph 1.1 of this Article.

## **Article 2 – Rights of LCFA**

- 2.1 Each member of the LCFA shall be entitled to payroll deduction for membership dues to the LCFA. Additional deductions shall be remitted by the District in accordance with law or mutual agreement of the parties.
- 2.2 The LCFA shall have the right of access at reasonable times to areas in which employees work, the right to use District bulletin boards, mailboxes, and other means of communication, and the right to use District facilities and equipment, where there are no conflicts with other District priorities and in no way violates California Education Code Section 7054. Any use which results in a direct additional cost to the District will be reimbursed by LCFA.
- 2.3 The LCFA shall be entitled to a representative at all Board of Trustee meetings and shall be allowed to speak on any item on any agenda in accordance with existing District rules. LCFA shall receive District agendas and minutes at the same time as such are made available to the Board.
- 2.4 The District shall provide a rationale for the rejection or partial rejection of any LCFA proposal.
- 2.5 Upon written request of LCFA, the District shall provide any public information concerning items affecting the bargaining unit, including but not limited to: financial reports and audits; rosters of all personnel; tentative budgetary requirements; allocation of state and federal funds; student enrollment data; names, telephone numbers and addresses of employees assigned to the unit; and such other information as well as assist the LCFA in developing and maintaining programs on behalf of the faculty and students, together with information which may be necessary for the LCFA to process any grievance or complaint. Telephone numbers and addresses of employees assigned to the unit shall not be provided if the employees request, in writing to the District, that their telephone numbers and addresses not be released.
- 2.6 Designated representatives of the District and the LCFA shall meet on a mutually agreed upon date, place, and time for the purposes of reviewing the administration of the agreement in force and resolving any problems that may arise. Each party may submit an agenda for discussion.
- 2.7 Each month the District shall remit the dues deducted for LCFA membership, along with an alphabetical list of unit members for whom such deductions have been made, to Lassen College Faculty Association. For unit members placed on administrative leave, without salary, the District shall continue to remit the unit member's dues to LCFA.



- 2.8 LCFA shall provide the Superintendent/President the names of the recognized LCFA representatives who are authorized to discuss organizational matters affecting unit members.
- 2.8.1 LCFA representatives shall have access to unit members for LCFA business during times other than unit members' hours of service. In no event shall an LCFA representative or unit member interrupt or interfere in any way with regular unit work.
- 2.8.2 There shall be a minimum of two (2) LCFA unit members, designated by the LCFA Chief Negotiator and E-Board, in any meeting with the District where an agreement is reached, or a change is made, on any negotiable topic affecting unit members.
- 2.9 After the execution of this Agreement, the District will prepare a final draft of the Agreement and make it available to LCFA. The District will duplicate the Agreement and provide a copy to each unit member.
- 2.10 Vacancies – Where new or current unit positions are created or opened, the District shall adhere to the following procedures:
- 2.10.1 The position shall be advertised to all current unit members prior to a formal job posting according to Appendix E.
- 2.10.2 Current faculty who possess the necessary FSA may apply to the new or vacant position.
- 2.10.3 Current faculty shall be given priority consideration in filling the position.
- 2.10.4 Faculty transfer selection committee and selection process will be in accordance with Appendix E.
- 2.10.5 The District shall inform all applicant(s) of their acceptance or rejection prior to any formal announcement or formal job posting.
- 2.11 The District will provide timely notification to the LCFA EBoard of the hiring of all new fulltime and adjunct faculty.

## Article 3 – Payroll Deductions for LCFA Dues

### 3.1 Organizational Security

- 3.1.1 Exclusive Rights to Membership Dues and Service Fees. LCFA shall have the sole and exclusive right to have membership dues and service fees deducted from wages paid by the District to employees in the bargaining unit.
- 3.1.2 Dues Deduction. The District shall deduct LCFA dues based on fees assessed by CTA from the wages of all unit members who are members of LCFA. The Association will provide the District with documentation to show from whom any new dues should be deducted or discontinued.
- 3.1.6 Effective Date for Payment of Dues and Fees. A unit member shall be obligated to pay dues or service fees to LCFA as of the first paycheck after becoming a member of LCFA.
- 3.1.7 Payments to LCFA. The District shall pay CTA dues directly to CTA within twenty (20) days of the deduction of all sums deducted. Along with each monthly payment to CTA, the District shall furnish LCFA with a list of all unit members indicating whether or not dues are being deducted. If there are any LCFA locally assessed dues, those will be paid directly to LCFA within twenty (20) days of the deduction of all sums deducted.
- 3.1.9 Indemnification and Holding Harmless
- 3.1.9.1 The Association fully indemnifies and holds harmless the District for dues deducted under this Article. The hold harmless provision shall apply to any claims made by an employee or an individual or organization on the employee's behalf for payroll deductions made by the District based on information provided by the Association regarding the authorization of individual employees for payroll deductions.

## Article 4 – District Rights

### 4.1 Identification of Rights

The Board, on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws, Constitution of the State of California, and the Constitution of the United States, including, but without limiting the generality of the foregoing, the exclusive right and power to determine, implement, supplement, change, modify or discontinue, in whole or in part, temporarily or permanently, any of the following and the effects thereof:

- 4.1.1 The legal, operational, geographical, and organizational structure of the District, including the chain of command, division of authority, organizational divisions and subdivisions, departments, reassignment of work within the unit, external and internal boundaries of all kinds, and advisory commissions and committees;
- 4.1.2 Divisions will be established and modified by the District in consultation with LCFA and faculty involved.
- 4.1.3 The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures apart from those expressly allocated to fund the wage and benefit obligations of the Agreement;
- 4.1.4 The acquisition, disposition, number, location, types, and utilization of all District properties, whether owned, leased or otherwise controlled, including all facilities, grounds, parking areas, and other improvements, and the personnel, work, service, and activity functions assigned to such properties;
- 4.1.5 Matters involving District operation and the creation, maintenance, modification and/or removal of all facilities and equipment; the scheduling of operations, the means, methods and processes of operations; the materials to be used; new or improved methods and facilities; the kinds and levels of services to be provided;

- 4.1.6 All services to be rendered to the public; the nature, methods, quality, quantity, frequency, and standards of service, and the personnel, facilities, vendors, supplies, materials, vehicles and equipment to be used in connection with such services; the subcontracting and the effects of subcontracting for any and all goods and services, not previously performed by unit members.
- 4.1.7 The selection, utilization, assignment, and reassignment of personnel not covered by this Agreement including, but not limited to substitutes, casual and short-term personnel; consultants; students; confidential, supervisory and management personnel; and other non-classified personnel;
- 4.1.8 The educational policies, procedures, objectives, goals, and programs, including those relating to curriculum, course content, textbook selection, educational equipment and supplies, admissions, attendance, transfers, advancement, guidance, grading, testing, records, health and safety, conduct, discipline, transportation, food services, racial and ethnic balance, extra-curricular activities, and emergency situations, and the substantive and procedural rights and obligations of students, parents, teachers, other personnel, and the public with respect to such matters;
- 4.1.9 The decisions and procedures for selection, classification, reclassification, direction, promotion, demotion, discipline, and termination of all unit members; staffing patterns; the number and kind of personnel required; affirmative action and equal employment policies and programs to improve the District's utilization of women and minorities; the assignment of unit members to any location (subject to the terms of the Agreement regarding transfers and the job description of the unit member [e.g. instruction in the correctional environment]), and also to any facilities, functions, activities, departments, tasks or equipment; and the determination as to whether, when and where there is a job opening;
- 4.1.10 The title and content of job classifications, reclassification, specifications and descriptions;
- 4.1.11 The duties and standards of performance for all unit members, and the determination whether any unit member performs such duties and meets such standards subject only to the express terms of Articles 6 and 24 (Adjunct Rights);
- 4.1.12 The dates, times, and hours of operation of District facilities, functions, and activities;

- 4.1.13 Safety and security measures for students, the public, employees, properties, facilities, vehicles, materials, supplies, and equipment, including the various rules and duties for all personnel including unit members with respect to such matters;
- 4.1.14 The rules, regulations, and policies for all employees, students, and the public, subject only to clear and explicit limitations contained in this Agreement;
- 4.1.15 The termination or layoff of unit members and the effects thereof as the result of the exercise of any of the rights enumerated above or as a result of the exercise of any of the rights of the District not limited by the clear and explicit language of this Agreement;
- 4.1.16 The establishment of contract education programs pursuant to Education Code Sections 78020-78023;
- 4.1.17 The administration of all health and benefit plans for unit members and retired unit members, and the manner and method of funding such plans;
- 4.1.18 The right to amend, modify, or rescind the provisions of this Agreement in the event of an emergency. However, in the event of an emergency, the impairment of contractual rights must be for a period of time which is reasonable in light of all of the circumstances, there must not be an acceptable less severe method available, and the action must be appropriate to the situation involved.

#### 4.2 Exercise of Rights

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules and regulations, and practice in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with federal and state law. The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.

## Article 5 – Personnel Files

- 5.1 There shall be only one personnel file for each unit member maintained by the Office of Human Resources.
- 5.2 Complaints will be substantiated by the District. No information proven to be false or inaccurate shall be placed/retained in a unit member’s personnel file.

The following provisions shall be applicable to complaints against unit members.

- 5.2.1 The District shall notify a unit member in the event it intends to investigate a complaint. If an investigation is initiated, the unit member shall be afforded the opportunity to respond to all allegations and shall have the right to LCFA representation.
- 5.2.2 The unit member shall be advised of the outcome of the investigation. No complaint will be utilized by the district unless substantiated. No information proven to be false or inaccurate shall be placed/retained in a unit member’s personnel file.
- 5.2.3 This section shall not apply to complaints filed under existing policies and procedures, including but not limited to, the district’s sexual harassment policy, Section 504 policy, and complaints made to the Chancellor of the California Community Colleges.
- 5.3 Unit members shall be provided a copy of derogatory written material before such material is placed within their personnel files. After ten (10) district business days, the document will become part of the personnel file. Unit members have the right to attach a written response prior to placement of the document in the file or any time thereafter.
- 5.4 A unit member or his/her authorized representative, designated in writing, shall have the right, during the District office business day, to examine all materials contained within the member’s personnel file except those items which were obtained prior to employment, prepared by identifiable examination committee members, or obtained in connection with a promotional examination. Advance appointments for examination shall be required and scheduled with the Office of Human Resources.
- 5.5 LCFA agrees to indemnify and hold harmless the District from any and all claims, demands, or suits or any other action arising from an authorized LCFA’s representative’s examination of the personnel file.

- 5.6 Personnel files are confidential and are available for review only to those persons having a right or authorization to inspect. The Director of Human Resources will maintain and have available the list of authorized individuals. Those persons having authorization to inspect the personnel files shall sign and date the personnel files when reviewed.
- 5.7 The District shall have a representative present when any personnel file is examined.
- 5.8 A unit member may request information to be placed in their personnel file maintained by the District. Within a week of the unit member's written request, the District Human Resources Department shall place the unit member's information in their personnel file.

## **Article 6 – Evaluation and Tenure Procedure**

### **6.1 Evaluation Schedule**

Faculty will be evaluated in accordance with the following schedule:

- 6.1.1 Contract faculty (non-tenured, probationary) shall be evaluated annually. Evaluations will be completed prior to finals week of the appropriate semester being evaluated. Exceptions to any of the timelines will be made in consultation with the appropriate Educational Administrator and the LCFA.
- 6.1.2 Regular tenured faculty shall be evaluated once every three (3) years.
- 6.1.3 Unit members who are temporary (non-tenure track) will be evaluated annually during the first four years of employment and every third year thereafter.
- 6.1.4 Adjunct faculty shall be evaluated according to Article 24.4.
- 6.1.5 Unit members performing additional assignments shall be evaluated annually in March/April as defined in Section 6.15.

### **6.2 Evaluation Teams**

Teams will be composed of two (2) peer evaluators, the appropriate Educational Administrator and the faculty member to be evaluated. For Director/Instructor evaluations, one peer evaluator shall hold a Director/Instructor position (when possible). For Full-Time Coaches, the Athletic Director will participate as a voting member and have input into the coaching section of the evaluation tool.

### **6.3 Evaluation Forms**

Forms for full-time instructional faculty (the “A” series of forms), the adjunct instructional faculty (the “B” series of forms), the non-instructional faculty (the “C” series of forms), adjunct non-instructional faculty (the “D” series of forms) are an inseparable part of this contract and shall be contained in Appendix F. The evaluation standards are contained in Appendix C.

### **6.4 Peer Evaluators**

Evaluators will be appointed by the appropriate Educational Administrator in consultation with the faculty member. A faculty member whether assigned as a peer evaluator or undergoing evaluation may appeal to the appropriate Educational Administrator to change any appointed evaluator.



6.5     Evaluation Notice

The appropriate Educational Administrator will forward a written notice to the faculty member by the third week of the semester of an upcoming evaluation and pre-evaluation conference. The notice shall be given to the faculty member at least two (2) weeks prior to the pre-evaluation conference. The faculty member will be required to provide a self-evaluation including professional responsibilities, and for instructional faculty, syllabus, and class materials for the class(es) to be evaluated at the pre-evaluation conference at least three (3) days before the meeting.

6.6     Pre-Evaluation Conference

A pre-evaluation conference should be scheduled by the appropriate Educational Administrator for the members of the evaluation team no later than the tenth week of the semester. The purpose of the pre-evaluation conference is to review the evaluation process, review the certification of completion/recommendations form from the previous evaluation if available, arrange classroom visits, distribute the self-evaluation including professional responsibilities and the syllabus/handout materials for the class(es) to be evaluated, as appropriate.

6.7     Instructional Evaluation Visits

Classroom visits will be conducted for instructional faculty and will occur no later than the twelfth week of the semester. Each evaluator will visit a minimum of one (1) class and complete a classroom visitation document.

6.8     Student Evaluations

Evaluations shall be summarized under the direction of the appropriate Educational Administrator and furnished to the evaluation team.

6.8.1     For instructional faculty, students in three different classes will be evaluated. With the instructor not present, an evaluator will supervise the distribution and collection of student evaluations. Students will be advised that the instructor will be given a confidential summary of the results. Faculty members will be given the summary prior to the day of the post-evaluation conference.

6.8.2     For counselors and Director of Academic Resources the appropriate Administrator will obtain a sampling of student evaluations.

6.8.3     For the position of Instructional Designer, the student evaluation process shall be replaced by evaluations completed by faculty members who have knowledge of Instructional Designer work within the evaluation period.

6.9     Non-Instructional Evaluation Interview

Counselors, Director of Academic Resources, and other non-instructional faculty will be interviewed by each evaluator to discuss work performance. The results of the interview will be a narrative written by the evaluators collectively.

#### 6.10 Post-Evaluation Conference

The evaluation team will meet as a follow-up to the classroom visits or interviews. Post-evaluation conferences will be held prior to finals week. Team members minus the faculty member being evaluated will review the results, comments, and recommendations to be included on a certification of completion/recommendations document. The faculty member being evaluated will join the other team members for discussion of results, comments, commendations and recommendations. The administrator will provide the completed certification of completion/recommendations form to the faculty member and the evaluators for signature.

6.11     Evaluation Recommendations

The evaluation will include a recommendation with the Certification of Completion/Recommendation form for all faculty:

- 6.11.1     In the case of a first year probationary faculty member; the recommendation must award a second contract, grant tenure or terminate employment for the succeeding academic year.
  
- 6.11.2     In the case of a second year probationary faculty member, the recommendation must award a third contract (for the next two academic years), grant tenure or terminate employment for the succeeding academic year.
  
- 6.11.3     In the case of a third year probationary faculty member, the recommendation must be a continuation of the contract, grant tenure, or termination of employment at the end of the contract.
  
- 6.11.4     In the case of a fourth year probationary faculty member, the recommendation must grant tenure or terminate employment for the succeeding academic year. (See Appendix C.)

6.12     Evaluation Team Recommendation

The evaluation team's recommendation concurring reemployment/tenure will be determined by majority vote of the evaluation team (exclusive of the evaluatee) for non-tenured contract faculty.

- 6.12.1     The evaluation team's recommendation will be forwarded by the appropriate Educational Administrator to the Academic Senate which, in closed session, will validate the process as described in Article 6.1.4 and then forward its recommendation to the Superintendent/President. If the Superintendent/President disagrees with the conclusions of the evaluation team and the Senate, he/she shall meet with the team and Senate in an attempt to resolve their differences. If no resolution occurs, the Senate and evaluation team shall submit, in writing, to the Board of Trustees their objections and rationale to the President's determination

### 6.13 Personnel File

The following will be submitted as a permanent evaluation record for inclusion in the faculty member's personnel file.

- 6.13.1 Self-Evaluation including Professional Responsibilities
- 6.13.2 The evaluation team's review of relevant documents, self-evaluation including professional responsibilities.
- 6.13.3 The evaluation team's summary of student evaluations for instructional faculty or summaries of random sample student evaluations for non- instructional faculty.
- 6.13.4 Classroom visitation, review of correspondence packet or review of online site visit documents, for instructional faculty.
- 6.13.5 Narrative of interview completed by the evaluator for non-instructional faculty.
- 6.13.6 Certification of Completion/Recommendation document and subsequent recommendations.
- 6.13.7 Documentation of Board action for probationary faculty.
- 6.13.8 Survey Summary and Additional Assignment Evaluation Certification of Completion/Recommendation Form (AA-1) as identified in Article 6.15, for faculty assigned Additional Assignments.

### 6.14 Tenure Review Due Process

In the event that a probationary faculty member, evaluation committee member or other unit member alleges that a due process complaint should be filed, the Academic Senate will appoint one tenured faculty member, the LCFA will appoint one tenured faculty member, and the Superintendent/President will appoint the appropriate Educational Administrator to serve as the Chair of the Tenure Review Due Process Panel. The Due Process Panel shall exist to act as a hearing body to hear such complaint.

- 6.14.1 A complaint may be so filed if it alleges that a probationary faculty member is being subjected to biased treatment during the tenure review process.
- 6.14.2 The Due Process Panel shall not be responsible for the substantive issues involving recommendations to grant or deny tenure.
- 6.14.3 The due process complaint shall be filed in written form with the Superintendent/President.

- 6.14.4 The due process complaint shall be filed no later than ten (10) working days after the post evaluation conference.
- 6.14.5 The Chair shall convene the panel.
- 6.14.6 The party filing the complaint shall provide the panel with a written statement specifying the alleged bias or procedural violation. The panel shall examine the complaint(s); meet with the members of the Evaluation Committee and, if appropriate, with others who are directly involved in the complaint; and confer with the respective probationary faculty member. The Due Process Panel shall not be required to conduct a “trial type” evidentiary hearing.
- 6.14.7 All discussions and deliberations shall be held in strict confidence. It is understood that unsigned material will not be considered. Any person against whom allegations are made within the due process procedure has a right to examine the allegation and to respond accordingly.
- 6.14.8 The Due Process Panel shall, within ten (10) working days following the filing of a complaint, render its findings and recommendations in a written report to the Superintendent/President. A copy of the report shall be given to the probationary faculty member and a copy to each member of the Evaluation Team.
- 6.14.9 The Superintendent/President shall, within ten (10) working days of receipt of the report, consider the recommendation(s) contained in the report and provide a written response to the probationary faculty.
- 6.14.10 Use of this process precludes use of Article 12 “Grievance Procedure” for alleged violations of the Evaluation and Tenure Article, Article 6.

6.15 Faculty Evaluation in Additional Assignments

Unit members performing an Additional Assignment will be evaluated in that Additional Assignment position each academic year in March/April. The evaluation team will meet with the employee to be evaluated after the electronic surveys have been completed by the appropriate unit members and summarized by the appropriate administrator. This Additional Assignment evaluation shall be completed prior to any re-advertisement of the position or continuation of the assignment for that individual in the following year.

6.15.1 Additional Assignment Surveys

The Additional Assignment survey shall be electronically distributed to the appropriate unit members. They will have a minimum of one week in which to complete the survey. Completed surveys shall be returned to the appropriate administrator who will provide a summary of the completed surveys to the evaluation teams. Survey forms are included in Appendix G.

6.15.1.1 Division Chair Survey Form (DC-1), Appendix G, shall be sent to all full-time and adjunct faculty in their divisions.

6.15.1.2 The Lead Counselor Survey Form LC-1, Appendix G, shall be sent to all counselors, faculty, and division chairs.

6.15.1.3 The Accreditation Chair Survey Form AC-1, Appendix G, shall be sent to all faculty on the Consultation Council / Accreditation steering committee.

6.15.2 The Evaluation Teams shall consist of two (2) Peer evaluators, the appropriate Educational Administrator, and the unit member.

6.15.3 The peer evaluators shall be appointed jointly by the LCFA and Senate Presidents and the appropriate educational administrator.

6.15.4 The Evaluation Team shall use the survey summary from the appropriate administrator to collaboratively complete the Additional Assignment Evaluation Form (AA-1) Certification of Completion & Recommendation for the given assignment. The form shall include a recommendation of Superior, More than Satisfactory, Satisfactory, Needs Improvement, or Unsatisfactory with a written explanation of the recommendation.

6.15.5 The completed Additional Assignment Evaluation Form and the survey summary shall be placed in the employees' Personnel file.

## Article 7 – Work Load

### 7.1 FTE Load

Each unit member shall provide professional services corresponding to one (1) full-time equivalent faculty (FTEF) load per semester.

7.1.1 Lecture Hour – a lecture hour shall consist of fifty (50) minutes of formal lecture per week per academic semester. Each lecture hour shall equal one (1) contact hour.

7.1.2 Laboratory Hour – a laboratory hour shall consist of fifty (50) minutes of laboratory instruction per week per academic semester. Beginning 2022/2023 academic year, each laboratory hour shall be equal to eighty-three percent (0.83) of a contact hour. Beginning 2024/2025 academic year, laboratory hour shall be equal to eighty-eight percent (0.88) of a contact hour,

7.1.3 Contact Hours – a contact hour is defined as the amount of time (50 minute periods) the unit member spends in each of his/her classes.

7.1.3.1 Full-time Equivalent Faculty (FTEF) Load – A faculty (FTEF) teaching load is defined as instructing:

7.1.3.1.1 Fifteen (15) contact hours each week (Lecture Only) per semester, or

7.1.3.1.2 Beginning 2022/2023 academic year eighteen (18.00) contact hours each week (Laboratory Only) per semester, beginning 2024/2025 academic year seventeen (17.00) contact hours each week (Laboratory Only) per semester, or

7.1.3.1.3 A prorated combination of item 7.1.3.1.1 and item 7.1.3.1.2 above.

### 7.1.4 Class Size

#### 7.1.4.1 Minimum Course Enrollments

<u>Instructor</u>	<u>Course</u>	<u>Students/Section</u>
Adjunct instructor	Credit Course	12
Adjunct instructor	Non-Credit	20
Full-time-overload	Credit	12
Full-time-overload	Non-credit	20
Full-time-normal load	Credit	17
Full-time-normal load	Non-credit	49

- 7.1.4.2 Maximum Course Enrollments (Maximum Class Size) – Regardless of delivery modality, the maximum class size shall be limited to 35 students per section. Furthermore, face-to-face classes shall be limited by available seats, by laboratory stations, by the size of the activity room, by safety concerns and/or limitations and outside regulatory requirements.
- 7.1.4.3 The maximum course enrollment of 35 shall not be exceeded unless mutual agreement is reached between the District and LCFA.
- 7.1.4.4 In response to the Student Success Initiative, class enrollment in Mathematics courses will be limited to 24 in Math 40, Math 11A, Math 164, Math 7, Math 167, Math 8, Math 168, and Math 60.
- 7.1.4.5 In response to the Student Success Initiative, class enrollment in English courses will be limited to 24 in ENGL 105A, ENGL 1, ENGL 9, and other basic skills classes in English, Reading, or ESL developed or taught in the future and co-requisite classes.
- 7.1.5 By mutual agreement between the appropriate Educational Administrator and the faculty member, an assignment in one semester having less than a 50% load may be followed the next semester by an assignment that yields a two semester total of 100%.
- 7.1.6 Unit members shall be afforded an opportunity to request and perform additional instructional activities in excess of their normal Faculty (FTEF) Load. Each additional overload class, however, will be required to meet minimum course enrollment.
- 7.1.7 Overloads may not be required by the District without the consent of the Unit Member. Overload will be paid at the hourly overload rate. (See Appendix A.)
- 7.1.8 Lecture Contact Hours shall be counted first in determining unit members normal Faculty (FTEF) Load. Sample calculations of overload contact hours are in Appendix D.
- 7.1.9 The appropriate Educational Administrator shall, in consultation with the Unit Member and the Division Chair, be responsible for determining instructional assignments. The District shall have the final right of assignment.



## 7.2 Instructional Faculty

The responsibilities of instructional faculty cover a thirty-seven and one-half (37.5) hour week. The work year for instructional unit members, unless otherwise indicated by this contract, shall be one hundred sixty-eight (168) instructional days, seven (7) flex days, and two (2) days for in-service, as designated by the District in consultation with the LCFA. When full-time faculty member assignments are in programs that are scheduled apart from the approved academic calendar (e.g., Nursing scheduled for trimesters) or assigned classes that are scheduled in a non-traditional manner [e.g., GSS classes scheduled for eight (8) hours/day for just five (5) days], the District in consultation with LCFA and affected members, shall prepare an equivalency agreement to ensure that the unit member(s) comply with the above requirements and ensure that the unit member(s) are not required to work more than the above requirements.

Such responsibilities include, but are not limited to, the following:

- 7.2.1 Meeting with classes as scheduled by the appropriate Educational Administrator.
- 7.2.2 Writing and updating course outlines of record. This should be done in cooperation with other unit members who teach in the same subject area.
- 7.2.3 Teaching classes in accordance with the intent of the college catalog and with the objectives and content of the course outline of record.
- 7.2.4 Face-to-Face Incarcerated Instructional Faculty

7.2.4.1 In addition to all items in 7.2 – 7.2.17.3, the following responsibilities pertain to instructors and non-instructional personnel who work in an incarcerated setting. Such responsibilities include, but are not limited to, the following:

7.2.4.2 All LCC faculty members who teach or provide non-instructional services in a prison or correctional facility shall agree to follow the rules, regulations, and conditions of the facility including a clearance check.

7.2.4.3 Faculty who tour and/or work in a prison or correctional facility will receive mileage reimbursement equal to a distance between the primary College site and prison facility. Mileage must be actually incurred to be reimbursed.

7.2.4.4 Faculty who receive any prison-mandated training not within the 177 day calendar will receive mileage reimbursement and adjunct hourly pay for the duration of the training

7.2.4.5 Faculty will receive a \$200 stipend per unit for classes taught in an incarcerated environment

- 7.2.5 Providing a current syllabus which is consistent with the course outline of record to all students for each class. A course syllabus for each course taught shall be filed by the unit member with the appropriate Educational Administrator within one week of the first meeting of the class.
- 7.2.6 Reviewing, in cooperation with other faculty in the same subject area, textbooks, required reading, workbooks, and other materials.
- 7.2.7 Maintaining accurate and current records of student attendance and student achievement in accordance with District procedures.
- 7.2.8 Demonstrating continuing education toward maintaining currency with developments and changes in subject-matter field through coursework, conferences, workshops, seminars, professional training, and professional reading; or informal learning experiences as they pertain to the unit member's subject area.

- 7.2.9 Serving on standing and ad hoc committees, as assigned by the Academic Senate.
- 7.2.10 Supervising the care and maintenance of equipment provided for student use in classes.
- 7.2.11 Attending graduation ceremonies.
- 7.2.12 Fulfilling flex obligation.
- 7.2.13 Participating in and completing Instructional Program Review.
- 7.2.14 Reporting absences to the appropriate Educational Administrator.
- 7.2.15 Directing the work of classified staff as appropriate to the assignment. Meet with the classified staff's supervising manager at the beginning of a term to discuss the classified staff's job description, scheduling of the classified staff, and expectations of the classified staff. As a result of the meeting, the supervising manager will provide the LCFA unit member with a concise document identifying the classified staff's schedule and job expectations. The LCFA unit member will provide the classified staff's supervising manager with verbal anecdotal job performance information as needed for the purposes of employee evaluation. LCFA unit members will not evaluate classified staff.
- 7.2.16 Directing the work of Student workers as appropriate to the assignment and as agreed to in the request made by the faculty member for a student worker and subsequent approval of that request.
- 7.2.17 Submitting grade rosters to the Registrar's office within five (5) District business days after the last scheduled meeting of the class and completing all attendance rosters and other administrative forms as scheduled.
- 7.2.18 Participating in Student Learning Outcome (SLO) Assessment to include the:
  - 7.2.18.1 Preparation and submission of an SLO Assessment Plan for each class within one week of the first meeting of the class.
  - 7.2.18.2 Implementation of the assessment method as indicated on the SLO Plan for each class, and

- 7.2.18.3 Submission of the (a) results of the assessment method and (b) steps taken as result of the assessment within five (5) District business days after the last scheduled meeting of the class.
- 7.2.18.4 Both submissions will be made in accordance with District tracking procedures (i.e., may be paper-based or electronic).
- 7.2.18.5 Faculty are required to complete all work related to meeting accreditation standards to include but not limited to: SLO's, PSLO's, ISLO's and the DEIA Framework.
- 7.2.18.6 Participating in the use of the Electronic Early Alert System as appropriate.

This section covers all types of existing progress reports (e.g. EOP&S monthly student progress reports and athletic eligibility reports) and any subsequent reports that may arise during the duration of this contract.

1. Faculty may report underperforming students on an as-needed basis as determined solely by the faculty member.
2. Faculty may complete the negotiated form and submit to counseling.
3. An early alert only recognizes the student's inability to meet minimum standards.
4. Faculty may report students that are not meeting minimum standards of attendance and minimum standards for academic work to the designated early alert counselor.
5. The Faculty and the District agree that participation in early alert is not an evaluation tool for faculty performance.
6. Each early alert notification will be opened by the assigned academic counselor, addressed by the academic counselor using their professional judgement, and finally each early alert notification will be closed by the assigned academic counselor.

### 7.3 Full Time Office Hours

Instructional unit members shall schedule five (5) office hours per week in direct proportion to modality. Directors shall have office hours in proportion to instructional time by their contract. For the purpose of this section, hybrid and correspondence courses will be considered the same as face-to-face when scheduling office hours. The schedule will be posted in close proximity to the unit member's office.

7.3.1 An office hour is fifty (50) minutes.

7.3.2 The appropriate Educational Administrator shall review and approve unit member's office hour schedule and make changes as may be required by student need after consultation with the unit member.

- 7.3.3 Unit members shall then attend scheduled office hours for the purpose of student contact. For online office hours, the unit member will provide a zoom link for students to check in for immediate access to the unit member during the scheduled office hours.
- 7.3.4 Office hours shall be posted and filed with the appropriate Educational Administrator within one week after the first day of each semester.

#### 7.4 Counselors

The responsibilities of counselors represent a work year of one hundred ninety (190) days, seven (7) flex days and two (2) days for in-service. Specific work days will be scheduled by the District in consultation with the unit member. The counselors shall have a thirty-seven and one-half (37.5) hour week including thirty-five (35) hours as scheduled by the District, with duties that include but are not limited to the following:

- 7.4.1 Providing academic, vocational and personal counseling to students on an individual basis.
- 7.4.2 Providing group counseling for the accomplishment of specific objectives.
- 7.4.3 Assisting in the planning and implementation of registration.
- 7.4.4 Providing guidance in immediate and long range program planning.
- 7.4.5 Administering and interpreting tests.
- 7.4.6 Counseling students with low scholastic achievement.
- 7.4.7 Providing occupational information service for students.
- 7.4.8 Providing educational psychological services.
- 7.4.9 Assisting students with petitions for graduation.
- 7.4.10 Establishing and maintaining communication with the various instructional areas, the administration and the staff of the District.
- 7.4.11 Establishing and maintaining communication with the high schools served by the District.
- 7.4.12 Establishing and maintaining communications with community agencies that can serve the District's students.

- 7.4.13 Serving on standing and ad hoc committees, as assigned by the Academic Senate.
- 7.4.14 Demonstrating continuing education toward maintaining currency with developments and changes in subject-matter field through coursework, conferences, workshops, seminars, professional training, and professional reading; or informal learning experiences as they pertain to the unit member's subject area.
- 7.4.15 Attending graduation ceremonies.
- 7.4.16 Fulfilling flex obligation.
- 7.4.17 Participating in and completing Instructional or Non-instructional Program Review as appropriate.
- 7.4.18 Reporting absences to the appropriate Educational Administrator.
- 7.4.19 Participating in the use of the Electronic Early Alert System as appropriate (See Article 7.2.18 (6)).

7.5      Distance Education Instruction

- 7.5.1 The LCFA and the District may agree on the need to develop a new distance education course. A Unit Member shall receive \$1,500.00 compensation for developing the course upon completion of developing the course.
- 7.5.2 The course developer shall have first right of refusal to teach the course.
- 7.5.3 This section shall not limit the right of assignment of the District.
- 7.5.4 Material prepared on district time or when the unit member is receiving compensation shall be the property of the district.
- 7.5.5 Unit members using the Internet for providing Distance Education Instruction shall receive a reimbursement for internet costs (Refer to Article 9.7.4).

## 7.6 Special Assignments

Special Assignments are short-term (one year or less) assignments different from, and in addition to, the regular load of a Unit Member. Special assignments may be requested by the District.

7.6.1. Special assignment compensation is fixed amount of compensation based on successful completion of a special assignment or a predetermined “not to exceed amount” verified by hourly timecard. A fixed amount special assignment compensation is computed on expected length of the special assignment and the hourly overload rate.

7.6.2. A special assignment is a temporary task which includes such things as, but is not limited to, a coordinator, chair, recruiter, advisor, or grant writer.

7.6.3. The following process will be used to create special assignments:

7.6.3.1. Suggestions for “special assignments” may be proposed by faculty members or the District.

7.6.3.2. The District and the LCFA will agree to the outcomes, timeline, qualifications, responsibilities and duties, and compensation for the special assignment.

7.6.3.3. District approved special assignments will be advertised and all unit members will have the opportunity to apply.

7.6.3.3.1. Letters of interest will be submitted to the Office of Human Resources.

7.6.3.3.2. The appropriate Educational Administrator and one faculty member appointed by LCFA will review applicant materials, conduct interviews, if necessary, and make a selection.

## 7.7 Additional Assignments

Additional Assignments are long-term (more than one year) assignments, generally administrative in nature, provided as reassigned time and/or in addition to the regular load of a Unit Member. Additional Assignments may be negotiated into the contract. The selection process for Additional Assignments is described in Appendix E.

7.7.1. Additional assignment compensation is paid by stipend.

7.8 Eleven and Twelve Month Contracts

Unit members assigned the following responsibilities shall be considered eleven (11) or twelve (12) month employees working one hundred ninety-nine (199) or two hundred twenty-one (221) days, respectively, as part of their regular assignment and will receive pro-rata salary, retirement and sick leave accrual commensurate with the assignment. For these assignments, the District, after consultation with the unit member, shall schedule the exact days of work and duties to be performed during the Fiscal Year. A written schedule of the days will be placed in the member's personnel file prior to services being performed. Any adjustment to the original schedule shall be approved by the District in advance, where possible, and so noted on the copy in the member's personnel file.

<u>Assignment</u>	<u>Duration</u>
Counselors	11 months
Director of Academic Resources	11 months
DSPS Counselor/Coordinator	11 months
Work Experience Coordinator	11 months

7.9 Coaches of Intercollegiate Sports

7.9.1 Full-time faculty members assigned positions as head coaches of intercollegiate sports will be given a ten (10) laboratory contact hour credit towards his/her load during the off season semester for the purpose of recruiting. An individual unit member may not receive more than ten (10) laboratory contact hours of credit per year as part of his/her load for recruiting.

7.9.2 Adjunct faculty assigned the position of a Head Coach of an intercollegiate sport shall

7.9.2.1 Be assigned the varsity class and be compensated at the prevailing hourly adjunct rate.

7.9.2.2 Shall receive a stipend not to exceed \$25,760.50 for the first year for performing head coaching duties. Following an evaluation of recruitment efforts, adherence to policies and team performance; the wage may be changed to Tier 2 not to exceed a total of \$36,267.50 (See Article 9.7.1.4 for Tier information) for one academic year. Following the evaluation based on the same criteria, in subsequent contracts, the stipend may be decreased. The maximum stipend for any sport is \$36,267.50. This stipend will be adjusted with COLA increases. Payment of the stipend will be made in twelve (12) monthly installments for the academic year. The stipend may be pro-rated for less than twelve months.



7.10 Director of Academic Resources, Work Experience Coordinator

Director of Academic Resources and the work experience coordinator shall have a thirty-seven and one-half (37.5) hour week including thirty-five (35) hours as scheduled by the district after consultation with the unit member. The responsibilities of Director of Academic Resources and work experience coordinators represent a work year of one hundred ninety (190) days, seven (7) flex days, and two (2) in-service days. The duties of Director of Academic Resources and work experience coordinators include but are not limited to the following:

- 7.10.1 Providing services for students and staff.
- 7.10.2 Establishing and maintaining communication with the various instructional areas, the administration and the staff of the District.
- 7.10.3 Demonstrating continuing education toward maintaining currency with developments and changes in subject-matter field through coursework, conferences, workshops, seminars, professional training, and professional reading; or informal learning experiences as they pertain to the unit member's subject area.
- 7.10.4 Attending graduation ceremonies.
- 7.10.5 Fulfilling flex obligation.
- 7.10.6 Participating in and completing Instructional or Non-Instructional Program Review as appropriate.
- 7.10.7 Supervising the care and maintenance of equipment provided for student use.
- 7.10.8 Reporting absences to the appropriate Educational Administrator.
- 7.10.9 Directing the work of classified staff as appropriate to the assignment. Meet with the classified staff's supervising manager at the beginning of a term to discuss the classified staff's job description, daily or weekly scheduling of the classified staff, and mutually agreed expectations of the classified staff. As a result of the meeting, the supervising manager will provide the LCFA unit member with a concise document identifying the classified staff's schedule and job expectations. The LCFA unit member will provide the classified staff's supervising manager with verbal anecdotal job performance information as needed for the purposes of employee evaluation. LCFA unit members will not evaluate classified staff.

- 7.10.10 Directing the work of Student workers as appropriate to the assignment and as agreed to in the request made by the faculty member for a student worker and subsequent approval of that request.
- 7.10.11 Participating in the use of the Electronic Early Alert System as appropriate (See Article 7.2.18).

## 7.11 Division Chairs

- 7.11.1 Under the direction of the Superintendent/President, or designee, responsibilities of Division Chairs shall include, or be reasonably related to the following:
  - 7.11.1.1 Participate in the selection of new full-time and adjunct Division faculty.
  - 7.11.1.2 Work with the appropriate Educational Administrator to coordinate preparation of the Department budgets within the Division.
  - 7.11.1.3 Work with the appropriate Educational Administrator and Department faculty to prepare and recommend class schedules (Fall, Spring, and Summer) for all Departments within the Division.
  - 7.11.1.4 Attend designated meetings: Consultation Counsel, Division Chairs, Educational Master Planning Committee (EMP), the Curriculum/Standards meeting (only as necessary) and other planning meeting as requested by the District, but not to exceed ten (10) hours per month. However, the ten (10) hour maximum specifically excludes any meeting associated with the development of class schedules. Should the ten (10) hour maximum be exceeded, the Chairs shall be compensated at the pro-rata rate based on monthly time card submission.
  - 7.11.1.5 Hold Division meetings with the faculty at least once per month to conduct business and to provide communication between the District Administration and faculty.
  - 7.11.1.6 Make recommendations during the first two (2) weeks of the Fall and Spring semesters concerning the addition or cancellation of classes and/or any other change to Department or Division schedules.

- 7.11.2 In accordance with Article 4.1.2, Division structure and the number of Division Chairs may be modified by the District in consultation with LCFA and the faculty involved. Selection of Division Chairs shall be in accordance with Appendix E. The District currently has four Division Chairs, each serving two-year terms with two Division Chair positions ending each year. If the District selects a three Division Chair structure, each Division Chair shall serve three year-terms with one Division Chair position ending each year. If the District selects a two Division Chair structure, each Division Chair shall serve two-year terms with one Division Chair position ending each year. If the number of Division Chairs is changed, all the new Division Chair positions shall be advertised to the faculty and the selection of the new Division Chairs shall be in accordance with Appendix E. To achieve a staggered ending date for the new Division Chair structure, the initial term length for each Division Chair position shall be randomly assigned as one or two years (two or four Division Chair structure) and one, two, or three years (three Division Chair structure). The initial term length shall be included in the Division Chair position announcement.
- 7.11.3 Division Chairs shall be provided a monthly stipend calculated at Step 10 for service during any regular academic year. **See Article 9.7 for compensation information.**
- 7.11.3.1 Should the District request Division Chairs to serve beyond the regular academic year, the Chairs will be granted the opportunity for twenty-two (22) consecutive week days without service requirements.
- 7.11.3.2 When four (4) Division Chairs are utilized, they shall perform their duties an average of seven and one half (7.50) hours per week.
- 7.11.3.3 When three (3) Division Chairs are utilized, they shall perform their duties an average of nine (9.0) hours per week.

## 7.12 Accreditation Chair(s)

- 7.12.1 The Accreditation Chair may be a unit member or a group of up to three (3) unit members who apply to perform the duties of the accreditation chair. If a group of unit members should apply for this position, they shall indicate how the job duties will be divided among the members and who shall be responsible for the performance of which duties. **See Article 9.7 for compensation information.**
- 7.12.2 Under the direction of the Superintendent/President or designee, responsibilities of the Accreditation Chair(s) shall include, or be reasonably related to the following:
- 7.12.2.1 Coordinate the District activities relating to the development of the accreditation self-study, midterm report, and follow-up reports.
  - 7.12.2.2 Provide direction to the committees that are responsible for activities related to accreditation.
  - 7.12.2.3 Develop accreditation activities that need to be accomplished for each academic year.
  - 7.12.2.4 Develop timelines for accreditation activities for each academic year.
  - 7.12.2.5 Monitor District activities and compliance with commission recommendations.
  - 7.12.2.6 Attend all meetings related to the accreditation process, to include: Board of Trustees meetings, subcommittee meetings, meetings of the Academic Senate, CSEA, Management Group, LCFA, ASB, Administration, Consultation Council, and other groups that are formed as needed.
  - 7.12.2.7 Ensure the accreditation self-study, midterm report, and follow-up reports are written and presented to District administration for timely submission to the accreditation commission (ACCJC).
- 7.12.3 Selection of the Accreditation Chair(s) shall be in accordance with Appendix E.

- 7.12.4 Should the District require the Chair(s) to serve beyond the regular academic year, the Chair(s) will be granted the opportunity for twenty-two (22) consecutive week days without service requirements.

7.13     Lead Counselor

- 7.13.1 Under the direction of the appropriate Educational Administrator, the responsibilities of the Lead Counselor shall include, or be reasonably related to the following **(See Article 9.7 for compensation information)**:

- 7.13.1.1 Provide oversight to the District counseling program; prepare agendas and related materials for weekly counselor meetings.
- 7.13.1.2 Serve as liaison between the counselors and the appropriate Educational Administrator.
- 7.13.1.3 Work with Division Chairs and the Office of Instruction on course scheduling issues.
- 7.13.1.4 Directing the work of classified staff as appropriate to the assignment. Meet with the classified staff's supervising manager at the beginning of a term to discuss the classified staff's job description, daily or weekly scheduling of the classified staff, and mutually agreed expectations of the classified staff. As a result of the meeting, the supervising manager will provide the LCFA unit member with a concise document identifying the classified staff's schedule and job expectations. The LCFA unit member will provide the classified staff's supervising manager with verbal anecdotal job performance information as needed for the purposes of employee evaluation. LCFA unit members will not evaluate classified staff.
- 7.13.1.5 Directing the work of Student workers as appropriate to the assignment and as agreed to in the request made by the faculty member for a student worker and subsequent approval of that request.
- 7.13.1.6 Coordinate and schedule the one hundred and ninety-nine (199) day calendars for full-time counselors and any adjunct counselors, as required.

- 7.13.2 Selection of the Lead Counselor shall be in accordance with Appendix E.

7.14     Director of Nursing

- 7.14.1     Under the direction of the appropriate Educational Administrator, the responsibilities of the Director of Nursing shall include, or be reasonably related to the following (**See Article 9.7 for compensation information**):
- 7.14.1.1     Maintain familiarity with the California Board of Vocational Nursing and Psychiatric Technician Examiners, Nevada State Board of Nursing and Department of Health Services rules and regulations.
  - 7.14.1.2     Coordinate and/or participate in the recruiting, hiring, orienting, and evaluating of Nursing faculty.
  - 7.14.1.3     Conduct ongoing program review and tabulate and organize program review data for the Board of Vocational Nursing.
  - 7.14.1.4     Assist with Staff development for Nursing faculty.
  - 7.14.1.5     Develop agendas and conduct and keep minutes of staff meetings.
  - 7.14.1.6     Schedule staff and clinical facilities for clinical rotations.
  - 7.14.1.7     Provide detailed interim reports including statistics for State Vocational Nursing Program.
  - 7.14.1.8     Direct the counseling, evaluation, and dismissal of students from the program.
  - 7.14.1.9     Attend regularly scheduled regional and state Nursing Director meetings.
  - 7.14.1.10     Update curriculum, instructional plans, and lesson plans to meet state regulations.
  - 7.14.1.11     Maintain applications for the CNA & LVN programs.
  - 7.14.1.12     Complete and submit annual report to the Board of Vocational Nursing.
  - 7.14.1.13     Establish and maintain relationships with appropriate clinical facilities for student clinical experiences.
  - 7.14.1.14     Schedule clinical facilities for student clinical experiences.

7.14.1.15 Process student applications for admission into the LVN and CNA programs.

7.14.1.16 Conduct local annual advisory Vocational Nursing Board meetings.

#### 7.15 Minimum Qualification/Equivalency Liaison

7.15.1 Under the direction of Academic Senate, responsibilities of the MQ/Equivalency Liaison shall include, or be reasonably related to the following **(See Article 9.7 for compensation information)**:

7.15.1.1 Review transcripts of all applicants for full and adjunct faculty positions and compare to Board of Governor's adopted minimum qualification for disciplines list.

7.15.1.2 Prepare and sign certification of minimum qualification forms for signature by academic dean and equivalency forms for consideration by subject area faculty, Academic Senate (signature) and subsequently Governing Board (formal action on consent agenda) consistent with Academic Senate adopted procedures.

7.15.1.3 Maintain and annually update Minimum Qualification/Equivalency Handbook with actions by the Board of Governors, establishing new and revised minimum qualifications and disciplines, as well as local Curriculum Committee/Academic Standard's Committee actions assigning courses to disciplines in addition to any changes to the procedures adopted by the Academic Senate.

7.15.1.4 Work with the Curriculum Committee/Academic Standards Committee and Academic Services support staff to assure data validation so that all courses are appropriately assigned to disciplines adopted by the Board of Governors.

#### 7.16 Flex Development/Flex Activity (FD/FA) Chair

7.16.1 Under the direction of Academic Senate, responsibilities of the FD/FA Chair shall include, or be reasonably related to the following **(See Article 9.7 for compensation information)**:

7.16.1.1 Assist in the development of on-campus professional activities for convocation, flex and other days.

7.16.1.2 Assist in the development of professional development, specifically flex, forms and surveys.

- 7.16.1.3 Assist in the preparation of the college Professional Development Plan.
- 7.16.1.4 Assist in the preparation of the year-end Flexible Calendar Report.
- 7.16.1.5 The District will provide the FD/FA Chair with a schedule for determination of development and flex activities and for other related work.
- 7.16.1.6 The District will provide the FD/FA Chair with all materials and clerical support necessary to complete the scheduled tasks.
- 7.16.1.7 The LCFA may change the FTEF load split prior to the beginning of a semester as necessary.

**7.17 DSPS Counselor/Coordinator (See Article 9.7 for compensation information)**

- 7.17.1 Provide academic, career, personal and disability management counseling as needed for eligible students with disabilities.
  - 7.17.1.1 Counsel eligible DSPS students and assist them in developing their Student Education Plans (SEPs) and Academic Accommodation Plans (AAPs).
  - 7.17.1.2 Review student documentation, determine student eligibility, and assign appropriate academic accommodations, auxiliary aids, and services to students in accordance with DSPS regulations
  - 7.17.1.3 Meet individually with students to discuss their academic accommodations, learning preferences, and academic needs.
  - 7.17.1.4 Maintain appropriate student files and accurate program, state, and federal records.
  - 7.17.1.5 Responsible for planning, tracking, and reporting on the DSPS budget and expenditures.
  - 7.17.1.6 Serve as an advocate/ liaison between students and faculty when appropriate, as well as on matters related to technology and accessibility for DSPS students.
  - 7.17.1.7 Direct the work of other DSPS staff as needed to ensure proper program reporting and coordination of services.
  - 7.17.1.8 Collaborate with college instructors, counselors, and staff to assist eligible students in pursuit of their educational goals.



- 7.17.1.9 Participate in professional activities, curriculum development, and campus committees as a general requirement of all faculty.
- 7.17.1.10 Coordinate the day-to-day functions of DSPS.
- 7.17.1.11 Coordinate the collection of pertinent data related to the retention, matriculation, and transfer of DSPS students.
- 7.17.1.12 Coordinate with other campus resources, such as EOPS, CalWORKs, Financial Aid, Learning Center, and Career/Transfer Center.
- 7.17.1.13 Maintain liaison with other on- and off-campus agencies providing support services to students with disabilities.
- 7.17.1.14 Perform other related duties that support the overall objective of the position.
- 7.17.1.15 May require work, coordination, or instruction in a prison environment.

**7.18 Full-Time Coach**

- 7.18.1 Under the direction of the appropriate Educational Administrator, the responsibilities of a full-time coach shall include Responsibilities including, but are not limited to:
  - 7.18.1.1 Instruct assigned classes in accordance with the course outline of record
  - 7.18.1.2 Act as head coach for the assigned team
  - 7.18.1.3 Recruit assigned number per sport, listed on job announcement, of student athletes annually. Retain assigned students, per sport listed on job announcement, per year
  - 7.18.1.4 Adhere to all regulations, rules, procedures, and policies for athletic programs as established by the NCAA, the CCCAA, and the Golden Valley Conference
  - 7.18.1.5 Organize, plan, coordinate and evaluate the intercollegiate athletic program
  - 7.18.1.6 Determine student eligibility for athletic program
  - 7.18.1.7 Determine program goals, objectives and related activities
  - 7.18.1.8 Oversee the strength and conditioning program for the sport

both in-season and out-of-season

- 7.18.1.9 Coordinate the identification and recruitment of eligible individuals by recruiting actively in high schools in the area and contiguous districts. This recruitment process includes: high school visitations, individual contacts with the athlete and parents, and home visits; preparing follow-up correspondence and telephone contact; facilitate District visitation by prospective athletes; and assisting student-athletes by referring them to student employment, financial aid, orientation , counseling, assessment and registration
- 7.18.1.10 Stay abreast of current trends and information in the field
- 7.18.1.11 Attend coaching clinics, seminars, trainings, and conferences
- 7.18.1.12 Maintain membership in and participate in meetings of local, state, and national coaches' associations
- 7.18.1.13 Supply informational assistance in the preparation of media guides, is available to media for interviews, and is responsible for providing timely game results to local media
- 7.18.1.14 Attend community events and speaks on behalf of the District as part of fundraising and outreach efforts
- 7.18.1.15 Maintain standards of professional conduct and ethics appropriate to the position
- 7.18.1.16 Assist student-athletes in preparation for transfer to four-year colleges by: assisting student-athletes with correspondence to four-year colleges, preparing follow-up correspondence and telephone contact with four-year college coaches, initiating contact with four-year college coaches on behalf of their student-athletes, assisting student-athletes in producing game tapes for four-year colleges, assisting student-athletes with their four-year college visitations, and scheduling four-year college coaches to visit the District to recruit student-athletes
- 7.18.1.17 Monitor student-athlete scholastic progress in coordination with the Counseling and athletic eligibility staff
- 7.18.1.18 Teach student-athletes the practical and theoretical strategies and concepts of their respective sport
- 7.18.1.19 Encourage student-athletes to play as a team with enthusiasm, discipline, ethical behavior, and sportsmanship

- 7.18.1.20 Provide a safe environment with special respect to the sport and sports injuries
- 7.18.1.21 Recommend equipment purchase and care
- 7.18.1.22 Assist the Athletic Director and the Division Dean in the preparation of reports, budgets, and audit information, and other required data
- 7.18.1.23 Provide dynamic instruction with the ability to engage student interest by using current and effective andragogy
- 7.18.1.24 Meet faculty responsibilities as outlined in the faculty contract per Articles 7.2 through 7.3.4

**7.19 Fire Technology Director**

7.19.1 Under the direction of the appropriate Educational Administrator, the responsibilities of the Director of Fire Technology shall include, or be reasonably related to the following (**See Article 9.7 for compensation information**):

- 7.19.1.1 Plan and schedule a course of study for Fire Science courses and assist the Division Chair in finding/selecting qualified instructors.
- 7.19.1.2 Plan and schedule Federally and/or California Office of the State Fire Marshall certified courses and assist the Division Chair in finding/selecting qualified instructors.
- 7.19.1.3 Maintain familiarity with the Federal and/or California Office of the State Fire Marshall training rules and regulations.
- 7.19.1.4 Coordinate and/or participate in recruiting, hiring, orienting, mentoring, and evaluating Fire Technology faculty.
- 7.19.1.5 Collect, maintain, and distribute all data required for compliance with Federal and/or State training standards.
- 7.19.1.6 Update and maintain Federal and/or California Office of the State Fire Marshall course certifications, as needed.
- 7.19.1.7 Conduct ongoing program review, and collect tabulate and report on data in the Instructional Program Review (IPR) process.
- 7.19.1.8 Develop and implement departmental goals, objectives, and priorities for the Fire Technology program.
- 7.19.1.9 Develop, prepare, implement, and monitor Instructional Service Agreements (ISA's) with local agencies.

- 7.19.1.10 Ensures physical and human resources are in compliance with all applicable Federal, State, local, and college safety requirements.
- 7.19.1.11 Oversee and be accountable for the purchasing, inventory management/tracking, security, maintenance and operational safety of the tools, equipment, software, supplies, and other capital assets in the Fire Technology program.
- 7.19.1.12 Attend regularly scheduled regional and state Fire Training Manager's meetings.
- 7.19.1.13 Establish and maintain relationships with local, county, State, and Federal public entities.
- 7.19.1.14 Continue and expand strategic public and private sector partnerships appropriate to the Fire Technology program.
- 7.19.1.15 Participate on a variety of boards and commissions; attend and participate in professional group meetings.
- 7.19.1.16 Stay abreast of current trends and innovations in the field of fire training and safety.
- 7.19.1.17 Process new student applications for Fire Technology courses that need instructor approval to attend.
- 7.19.1.18 Update curriculum, instructional plans, and lesson plans to meet Federal, state and/or outside agency regulations.
- 7.19.1.19 Conduct local advisory committee meetings for the Fire Technology program.
- 7.19.1.20 Promote the Fire Technology program through outreach efforts, community involvement, marketing and recruitment activities.
- 7.19.1.21 Be willing/able to travel and work evenings and/or weekends occasionally.
- 7.19.1.22 Assist in the coordination of instruction in the correctional environment.
- 7.19.1.23 Perform other duties as assigned that directly support the overall objective of the Fire Technology program.

**7.20 Director of POST and Administration of Justice (See Article 9.7 for compensation information)**

7.20.2 Under the direction of the appropriate Educational Administrator, the responsibilities of the Director of POST and Administration of Justice shall include, or be reasonable related to the following:

7.20.2.1 Plan and schedule California Commission on Peace Officer Standards and Training (POST) certified courses and assist the Division Chair in finding/selecting qualified instructors.

7.20.2.2 Plan and schedule a course of study for Administration of Justice courses and assist the Division Chair in finding/selecting qualified instructors.

7.20.2.3 Plan and schedule California Board of State and Community Corrections, Standards and Training for Corrections (STC) courses and assist the Division Chair in finding/selecting qualified instructors.

7.20.2.4 Maintain familiarity with the California Commission on Peace Officer Standards and Training (POST) as well as California Board of State and Community Corrections, Standards and Training for Corrections (STC) rules and regulations.

7.20.2.5 Coordinate and/or participate in recruiting, hiring, orienting, mentoring, and evaluating AJ and POST faculty.

7.20.2.6 Assist in coordinating any scheduled courses common to both POST and NRA programs.

7.20.2.7 Collect, maintain, and distribute all data required for compliance with POST and/or STC training standards.

7.20.2.8 Attend regularly scheduled regional and state POST and/or STC Training Manager's meetings.

7.20.2.9 Establish and maintain relationships with local, county, State, and Federal public entities.

7.20.2.10 Continue and expand strategic public and private sector partnerships appropriate to the POST and/or STC programs.

7.20.2.11 Participate on a variety of boards and commissions; attend and participate in professional group meetings.

7.20.2.12 Stay abreast of current trends and innovations in the field of public safety.

- 7.20.2.13 Process new student applications for POST and/or STC courses that need instructor approval to attend.
- 7.20.2.14 Update curriculum, instructional plans, and lesson plans to meet state and outside agency regulations.
- 7.20.2.15 Conduct local advisory committee meeting for the AJ and POST programs.
- 7.20.2.16 Promote the AJ and POST programs through outreach efforts, community involvement, marketing and recruitment activities.
- 7.20.2.17 Be willing/able to travel and work evenings and/or weekends occasionally.
- 7.20.2.18 Perform other duties as assigned that directly support the overall objective of the program.

**7.21 Nurse Assistant Training Program Director (See Article 9.7 for compensation information)**

- 7.21.1 Under the direction of the appropriate Educational Administrator, the responsibilities of the Director of the Nurse Assistant Training Program [NATAP] shall include, or be responsible related to the following (**See Article 9.7 for compensation information**)
  - 7.21.1.1 Ensure that the Nurse Assistant Training Program meets all state and federal requirements and is in compliance with all applicable rules and regulations including but not limited to: Certified Nurse Assistant Regulations California Health and Safety Code Section 1337-1338.5, California Code of Regulations (CCR), Title 22, Division 5, Code of Federal Regulations (CFR) Section (d) 5.
  - 7.21.1.2 Review, update, submit, and maintain all required NATAP documents required by the Department of Health Services [DHS] for the annual program renewal.
  - 7.21.1.3 Ensure that all records regarding the program are kept available for DHS inspection for a period of four years from the date of approval.
  - 7.21.1.4 Develop and maintain appropriate NATAP application process.
  - 7.21.1.5 Ensure, maintain, and/or submit appropriate and secure records proving that all applicants have completed or meets the age, health examination, and criminal record regulatory requirements prior to patient contact.

- 7.21.1.6 Develop, prepare, implement, monitor, and maintain Clinical Site Agreements and ensure proper renewal.
- 7.21.1.7 Host site visits and ensure access to all records, clinical sites, instructor evaluations, policy and procedures.
- 7.21.1.8 Develop corrective action plans based on deficiencies and ensure all corrective actions are implemented.
- 7.21.1.9 Ensure and maintain evidence of Professional Liability Coverage covering all students and clinical faculty.
- 7.21.1.10 Ensure appropriate and mandated regulations on clinical supervision, clinical training hours, student to instructor ratios, administration of examinations to assess student progress, and percent score passage rates are met.
- 7.21.1.11 Monitors instructors appropriately to ensure instructors are compliant with all aspects of NATAP training and the ethical and regulatory compliant processes are working and being followed.
- 7.21.1.12 Verify lesson plans align with course outlines of records and ensure that core curriculum content includes all topics listed in California Code of Regulations and Code of Federal Regulations.
- 7.21.1.13 Complete and maintain appropriate attendance and student absenteeism records related to minimum hour's requirements and any make-up work.
- 7.21.1.14 Ensure that every student has successfully completed all required modules, components, assignments, skills, demonstrations, exams and hours required of the program.
- 7.21.1.15 Timely notify DHS of any changes of program content, hours, staff, and/or evaluation of student learning for the certification training program.
- 7.21.1.16 Maintain Lassen Community College Nurse Assistant Training Program Handbook and enforce all rules outlined in the handbook including disciplinary actions for violations.
- 7.21.1.17 Perform related duties such as assisting in student application for the accreditation examinations, providing remedial assistance to students, assisting with academic problems and working with counseling.

7.21.1.18 Oversees inventory management, security, and operational safety of the tools, equipment, and other capital assets of the program. Ensures resources are in compliance with all applicable Federal, State, local, and college safety requirements.

7.21.1.19 Promote program coordination and advancement in college committee work and in-service events, outreach efforts, community involvement, and marketing activities within local service area. Establish positive working relationships with local schools, educational agencies, public agencies, and local nursing community.



## Article 8 – Leaves

### 8.1 Absences and Conditions Regulating Absences – General Provisions

- 8.1.1 A unit member may be absent from work during required periods of service, providing the applicable policies and procedures have been properly implemented. Absence for any other reason shall constitute an “unauthorized absence.”
- 8.1.2 Information relative to absences and leaves shall be made a matter of record included in the unit member’s personnel file. Violation of such absences and leave provisions shall be considered cause for disciplinary action.
- 8.1.3 Except when there is an emergency, notification of the unit member’s absence shall be reported in advance by the unit member to the Office of the appropriate Educational Administrator. When advance notification is not reasonably possible, the unit member shall submit notice by telephone to the Office of the appropriate Educational Administrator, two (2) hours prior to the start of class of the day of the absence. The reason and the amount of time shall be reported if known. If not known, the unit member shall keep the appropriate Educational Administrator informed. In all cases, an Employee Leave slip shall be completed by the unit member and forwarded to the appropriate Educational Administrator or designee upon the unit member’s return to work.
- 8.1.4 If not completed in advance of the leave, within three (3) working days of termination of the absence, the unit member shall complete the report of absence form stating the reason for absence. Appropriate documentation supporting the reason for the unit member’s absence may be required.
- 8.1.5 A member shall not be allowed to undertake any gainful employment while on leave of absence or sick leave. The member may be required to certify that he/she was not gainfully employed.
- 8.1.6 A unit member shall receive no compensation for time absent from regularly assigned duties, except as otherwise provided in this Agreement or by order of the Superintendent/President.
- 8.1.7 Salary deduction for unpaid absences, “extended absence Leave,” shall be computed as follows: each day of such absence shall result in the deduction of a fraction of days absent divided by the number of service days for which the unit member is obligated.

When the unit member is absent from a portion of a day's work, the equivalent portion of daily salary shall be deducted from the unit member's monthly check. Absences will be recorded to the nearest half (0.5) hour. The portion will be based on a 7.5 hour workday.

- 8.1.8 For a paid leave, a unit member who is absent from a portion of a day's work shall have leave deducted from accumulated leave. The portion of leave deducted will be recorded to the nearest half (0.5) hour and will be based on a 7.5 hour workday.

## 8.2 Sick Leave

- 8.2.1 A unit member who is employed full-time for the full academic year shall be entitled to ten (10) days leave of absence or illness or injury per year. An employee, who is employed for fewer than five (5) days per week, or for less than a full academic year, will receive the proportional number of days of leave.
- 8.2.2 Pay for any day of absence covered by this leave shall be the same as the pay which would have been received had the unit member worked during his/her regular assigned hours on the day of leave.
- 8.2.3 The full amount of the leave granted each year under this Section shall be available on the first day of each academic year and need not be accrued prior to taking such leave.
- 8.2.4 Unused leave granted under this Section shall be accumulated from year to year.
- 8.2.5 Unused sick leave accrued in California public elementary schools, secondary schools, or community colleges may be transferred in accordance with Education Code, Section 87782. Official verification of unused sick leave shall be forwarded to the appropriate office where it will be credited to the unit member's sick leave balance.
- 8.2.6 Absence covered by accumulated sick leave shall be at full pay. When all accrued sick leave has been used and additional absence is necessary, the unit member shall be paid "extended sick Leave" defined as the difference between his/her salary and that paid a temporary employee hired to replace him/her, or the amount that would have been paid had a temporary been hired, or fifty percent (50%) of the employee's contract salary, whichever is greater, until the total absence covers a period of five (5) months.

The five (5) month period begins on the first day of absence. Additional sick leave is not accrued during the five (5) month period. A temporary replacement includes hiring an existing teacher on an overload basis. If no temporary is hired, the pay deducted shall be at the first step of the appropriate lab or lecture rate.

- 8.2.7 After an absence of five (5) days or more, the unit member may be required to present a medical doctor's certificate verifying a personal illness or injury. After an absence of more than two (2) weeks, the Superintendent/President may require a unit member to present a physician's verification that the member is able to return to work with or without reasonable accommodation. The District may also require examination by another physician at District expense if it questions a unit member's determination of ability to return to work.
- 8.2.8 After exhausting both accumulated and extended sick leave, a unit member may apply for and shall be granted a leave without pay for recuperation for up to one (1) additional year. Following this unpaid leave, a unit member may request an extension. If the extension is denied, the unit member shall be placed on the thirty-nine (39) month re-employment list.
- 8.2.9 If the illness or injury exceeds five (5) consecutive days, the District may designate a certified medical specialist to examine the unit member and make all necessary inquiries in order to be fully informed as to the nature and severity of the illness or injury and to report such findings to the Superintendent/President. The District shall bear the cost of investigation/ examination. If the report concludes that the absence is not due to personal illness or injury or that the illness is not sufficiently severe to warrant continued absence, then the Superintendent/President, after such notice to the unit member, may refuse to grant such leave.
- 8.2.10 Unit members shall be provided an accounting of the balance of their accumulated sick leave at the end of each contract month.

### 8.3 Use of Sick Leave for Personal Necessity

- 8.3.1 A unit member may be granted a maximum of six (6) days leave of absence in any school year without loss of pay in cases of personal necessity, upon approval of the appropriate Educational Administrator for their area or designee. One (1) day shall be granted by the District. Any of the additional five (5) days shall be deducted from the member's accumulated sick leave.

- 8.3.2 Personal necessity includes: emergencies related to the unit member's home in cases of natural disaster or accident; illness or accident to the unit member's immediate family (as defined in Article 8.3.3); appointments for the purpose of conducting personal legal affairs of financial transactions that cannot be conducted outside of working hours; receipt of summons, subpoena, or other judicial order requiring absence from work, excluding jury duty; observance of a major religious holiday of the unit member's faith; or, parental responsibilities that cannot be scheduled outside of working hours.
- 8.3.3 "Member of immediate family," as used in this Section, means the husband, wife, domestic partner, mother, father, sister/brother, son, daughter, grandparent, grandchild, parent-in-law, foster parent, step parent, step child, foster child, brother-in-law, sister-in-law, or any other person living in the immediate household of the unit member, or established by state law.
- 8.3.4 This leave specifically shall not be used to extend holiday or break periods and does not include any recreational use nor any use related to present or prospective employment or union activity. Such leave as applied for, used, and/or granted must be on matters which cannot be accomplished other than during the unit member's regular working hours, or deferred to a more convenient date or time to accommodate the regular work schedule.
- 8.3.5 Advance notification is required before personal necessity leave may be taken except in emergencies, cases of death, serious illness or accident, in which cases the notification shall be as soon as reasonably possible.

#### 8.4 Industrial Accident or Illness Leave

- 8.4.1 Unit members shall receive sixty (60) days leave with pay in any one (1) Fiscal Year for an industrial accident or illness. An industrial accident or illness is defined as one where the member becomes ill or is injured while he/she is serving the District and the accident or illness is reported to the worker's compensation insurance carrier in accordance with their regulations, and the worker's compensation insurance carrier accepts responsibility for the treatment of the member.
- 8.4.2 Industrial accident or illness leave will commence on the first day of absence. Allowable leave shall not be accumulated from year-to-year. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the member shall be entitled to only that amount remaining at the end of the fiscal year, in which the injury or illness occurred, for the same illness or injury.

- 8.4.3 Payment for wages lost on any day shall not, when added to an award granted the unit member under the worker's compensation laws of this state, exceed the normal wage for the day. Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under worker's compensation.
- 8.4.4 The industrial accident or illness leave of absence is to be used in lieu of accrued sick leave acquired under Section 8.2.1. When industrial accident or illness leave has been exhausted, other sick leave accrued under Section 8.2 will then be used; but if a member is receiving worker's compensation he/she shall use only so much of his/her accumulated or available sick leave, accumulated compensating time off, vacation or other available leave, which, when added to the worker's compensation award, provide for a full day's wage or salary.
- 8.4.5 During all paid leaves of absence, whether industrial accident leave as provided in this Section, sick leave, vacation, compensated time off, or other available leave provided by law, or the action of the Board, the unit member shall endorse to the District wage loss benefit checks received under the worker's compensation laws of this state. The District, in turn, shall issue the member appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions.
- 8.4.6 The provisions of Section 8.2.7 and 8.2.8 are applicable to absences taken for industrial accident or illness.
- 8.4.7 If the absence resulted from a psychological or mental illness, the release for return to work must be from a psychiatrist.

## 8.5 Bereavement Leave

- 8.5.1 At the time of death of any member of a unit member's immediate family, as defined in Section 8.3.3, the unit member shall be granted, without loss of salary or other benefits, leave of absence not to exceed five (5) working days or seven (7) working days if the unit member must travel more than one hundred and fifty (150) miles, or if the death is of a spouse or child. Such absence will not be deducted from authorized absences or leaves.
- 8.5.2 Bereavement leave does not accumulate from year to year.

8.6      Jury Duty Leave

A unit member called for jury duty shall receive leave for the days missed. Money received for jury duty, excluding mileage shall be deducted from regular salary.

8.7      Military Leave

Unit members will be granted military leave as required by provisions of the Education Code and Military and Veterans Code.

8.8      Leave without Pay

8.8.1      Applications for leave without pay must be filed with the Superintendent/President at least sixty (60) days prior to the beginning of the leave period. Leave, at the discretion of the Board, may be granted for a maximum of one (1) year to correspond as nearly as possible with the beginning and ending dates of each school semester.

8.8.2      Unit members who have been granted leaves of absence for advanced collegiate study, not a sabbatical leave, will not receive credit for a year's service to the District unless such study is undertaken at the approval of the Governing Board of the District.

8.8.3      Leaves of one-half (0.5) an academic year or less shall not constitute a break in service. A full year unpaid education leave shall be counted for advancement on the salary schedule.

8.8.4      Leaves of absence may be requested for any of the following reasons:  
(a) Advanced collegiate study  
(b) Travel  
(c) Personal reasons

8.8.5      Unit members are not entitled to District-paid benefits during leave under this Section but may continue to receive benefits by paying the full cost of benefits in advance.

8.8.6      Authorization for leave under this Section shall not be deemed precedential for future requests.

8.9      Pregnancy Disability Leave

8.9.1      Unit members shall have the right to utilize sick leave and extended absence leave as provided for in Section 8.2 for absences necessitated by pregnancy, miscarriage, childbirth, and recovery there from.

- 8.9.2 When a disability necessitated by pregnancy, miscarriage, childbirth, or recovery there from occurs, the unit member shall be responsible for having her physician send another letter to the personnel office stating the disability termination date and that the unit member is able to resume all duties associated with her position. In the event that a requested leave of absence under Section 8.2 begins prior to the beginning date of disability or extends beyond the disability termination date as described by the unit member's physician, such additional period(s) of time shall not be part of the unit member's sick leave or extended sick leave.
- 8.9.3 Whenever possible, the unit member shall provide the District's personnel office with a written statement, no later than thirty (30) days prior to the date when the unit member wishes her pregnancy disability leave to begin, setting forth the approximate date the leave is to begin and the approximate date the unit member expects to resume her duties. The length of the pregnancy disability leave shall be as determined by the unit member and the unit member's physician, provided, however, that the paid pregnancy disability leave shall not be for a period of time greater than unit member's disability.

## 8.10 Parental Leave

- 8.10.1 Qualified unit members may choose to take up to twelve (12) workweeks of parental leave pursuant to Education Code 87780. Sick leave will be applied towards these twelve (12) workweeks of parental leave until all sick leave is exhausted. Thereafter, the unit member may use differential leave for the balance of the period up to twelve (12) workweeks and shall be compensated at no less than fifty (50) percent of his or her regular salary. Parental leave is in addition to pregnancy disability leave and does not run concurrently.
- 8.10.2 Request for such leave shall be made in writing to the Superintendent/President at least thirty (30) days prior to the date on which the unit member desires the leave to commence when possible.

## 8.11 Sabbatical Leaves

- 8.11.1 Unit members should be constantly increasing their knowledge and keeping abreast of developments both in their field and the study of teaching. Sabbatical leaves are among the means by which this may be accomplished. In this light, they help assure that the College will have the kind of personnel that it needs. Conceived so, sabbatical leaves are more than a privilege accorded qualified unit members.

They are an indispensable means of enhancing instructional quality and professional development. All unit members should be entitled to this means of professional growth.

- 8.11.2 Sabbatical leaves may be granted to unit members within the following four (4) categories:
  - 8.11.2.1 Advanced Academic Study: applicants for a Sabbatical leave under this section shall submit a detailed program of academic study, either graduate or undergraduate (or combination), equal to a full course load.
  - 8.11.2.2 Professional Study Projects: applicants under this section shall submit a detailed statement of the professional study projects to be undertaken. While such studies need not be undertaken under the auspices of a collegiate institution, they must constitute an organized program of full-time study designed to enhance the unit member's performance in his or her area of specialization. Such projects may include research within the area of specialty, research in the area of teaching, or creative projects.
  - 8.11.2.3 Travel: applicants under this section shall submit a detailed statement of the proposed itinerary and its specific relation to the teacher's field. Applicants must remain in travel status for at least three and one-half (3.5) months for each semester of leave granted.
  - 8.11.2.4 Study through Work Experience: applicants under this section shall submit a detailed statement of the work experience project. This program is available chiefly to unit members in vocational subjects who intend to study in schools maintained by a business or industry for craftspeople or technical workers or those who intend to obtain work experience in their vocational field. A specific school or job opportunity must be submitted with the program.
- 8.11.3 All unit members are eligible for a sabbatical leave after completion of seven (7) consecutive years of full-time service in the District. The year in which the sabbatical leave is taken does not apply toward the next seven (7) year period for eligibility. A full-time leave of absence granted by the District does not interrupt consecutive service but shall not count as one (1) of the seven (7) years.
- 8.11.4 Sabbatical leaves may be granted for not less than one (1) full semester or more than two (2) consecutive semesters. A one (1) semester sabbatical leave may be granted for either the Fall or Spring semester.



- 8.11.5 Applications for sabbatical leave shall be submitted on a form provided by the appropriate Educational Administrator. This form must be submitted by November 15 for sabbatical leaves beginning the following Fall semester and by April 15 for leaves beginning the following Spring semester.
- 8.11.6 A sabbatical leave committee, chaired by the appropriate Educational Administrator and composed of two (2) faculty members appointed by the Academic Senate, and two (2) faculty members appointed by the LCFA, shall evaluate all applications according to the four (4) categories in 8.11.2 and the criterion in 8.11.7.
- 8.11.7 After verifying the eligibility of all applicants, the Committee will rank all applicants in the following five (5) categories:
- (1) Direct benefit to Lassen College
  - (2) Direct benefit to the individual
  - (3) Feasibility of the proposal
  - (4) Seniority at Lassen College
  - (5) Number of previous sabbatical leaves
- 8.11.7.1 Criteria for evaluation of the above equal priority categories shall be found on the application form.
- 8.11.7.2 In addition, the Committee shall interview the candidates to gain further insights into the proposal and then make recommendations to the Superintendent/President for submittal to the Board. The Committee recommendations shall be forwarded to the Superintendent/President by December 1 for Sabbaticals beginning the following Fall semester, and May 1 for Sabbaticals beginning the following Spring semester.
- 8.11.8 After being notified that their application has been approved by the Board, applicants shall accept or reject the leave in writing within fifteen (15) calendar days.
- 8.11.9 Sabbatical leaves, once granted and accepted, shall be canceled or modified only by mutual agreement between the College and the unit member involved.
- 8.11.10 Each unit member on sabbatical leave shall file with the appropriate educational administrator, a written report no later than sixty (60) days after his/her return. The report shall contain data on activities of the unit member, transcripts of all college and university work completed, and an appraisal of the professional value of the experience gained while on leave.

- 8.11.11 Any unit member on sabbatical leave shall be returned to the assignment held at the time the leave was granted unless another assignment is mutually agreed upon in writing. For purposes of advancement on the salary scale and retirement, the leave shall count as regular teaching service.
- 8.11.12 Any unit member granted a sabbatical leave, whether for a semester or a year, shall receive seventy-five percent (75%) of the regular salary, and full health benefits the unit member would have received. While on leave, the unit member will be paid at the usual intervals. Special arrangements would normally be made only for those members who are out of the continental limits of the United States.
- 8.11.13 If the sabbatical program is interrupted because of serious illness or accident, this condition shall not be construed as a failure to fulfill the conditions upon which the leave was granted. This condition shall not affect the amount of compensation to be paid the unit member provided that the Board shall be notified promptly of such illness or accident by registered letter within fifteen (15) days of the time of illness or accident unless prevented by extenuating circumstances.
- 8.11.14 Granting of a sabbatical leave is conditioned upon the unit member agreeing to the terms of the leave and further agreeing to return to the District for at least two (2) full school years as a certificated employee.
- 8.11.15 The performance of this agreement by the unit member is to be secured by a corporate surety bond, paid by the District, provided for in principal sum equal to the amount of salary to be paid to the unit member while on leave.
- 8.11.16 In the case of death of the individual while on leave or before the two (2) year term of service after return is completed, his/her estate shall not be required to fulfill the conditions upon which the leave was granted, but payment of salary by the District shall cease upon such death.

## 8.12 Mini-Sabbatical Leaves

- 8.12.1 Mini-sabbaticals are intended to increase the ability of full-time faculty to perform additional duties such as teaching in additional disciplines.
- 8.12.2 Mini-sabbaticals may be granted to unit members for advanced academic study of either graduate or undergraduate (or combination), equal to not more than a 40% load.

- 8.12.3 A unit member's load will be reduced by 10% for each three unit upper division or graduate level semester-length course in which they are enrolled. Courses of different lengths and unit values will be prorated.
- 8.12.4 All cost of instruction fees will be borne by the unit member.
- 8.12.5 All full-time unit members are eligible for a mini-sabbatical from the date of initial hire.
- 8.12.6 Mini-sabbaticals may be granted for not more than four (4) consecutive semesters.
- 8.12.7 Applications for mini-sabbaticals shall be submitted on a form provided by the appropriate Educational Administrator. This form must be submitted by September 15 for sabbatical leaves beginning the following Spring semester and by February 15 for leaves beginning the following Fall semester.
- 8.12.8 A mini-sabbatical selection committee, chaired by the appropriate Educational Administrator and composed of two (2) faculty members appointed by the Academic Senate, and two (2) faculty members appointed by the LCFA, shall evaluate all applications.
  - 8.12.8.1 The applications will be evaluated according to the benefit of the proposed course of study to the District through increasing the number of faculty services areas held by the faculty member.
  - 8.12.8.2 In addition, the committee shall interview the candidates to gain further insights into the proposal and then make recommendations to the Superintendent/President for submittal to the Board. The committee recommendations shall be forwarded to the Superintendent/President by November 1 for mini-sabbaticals beginning the following Spring semester, and April 1 for min-sabbaticals beginning the following Fall semester.
- 8.12.9 After being notified that their application has been approved by the Board, applicants shall accept or reject the leave in writing within fifteen (15) calendar days.
- 8.12.10 Mini-sabbaticals, once granted and accepted, shall be canceled or modified only by mutual agreement between the College and the unit member involved.

- 8.12.11 Each unit member with a mini-sabbatical shall file with the appropriate Educational Administrator a written progress report no later than thirty (30) days after the end of each semester. The report shall contain data on activities of the unit member and transcripts of all college and university work completed.
- 8.12.12 Each unit member with a mini-sabbatical shall file with the appropriate Educational Administrator a written report no later than sixty (60) days after the completion of his/her academic course of study. The report shall contain data on activities of the unit member and transcripts of all college and university work completed.
- 8.12.13 Any unit member granted a mini-sabbatical, shall receive one hundred percent (100%) of the regular salary the unit member would have received if they had been teaching full-time.
- 8.12.14 If the mini-sabbatical program is interrupted because of serious illness or accident, this condition shall not be construed as a failure to fulfill the conditions upon which the leave was granted. This condition shall not affect the amount of compensation to be paid the unit member provided that the Board shall be notified promptly of such illness or accident by registered letter within fifteen (15) days of the time of illness or accident unless prevented by extenuating circumstances.
- 8.12.15 Granting of a mini-sabbatical is conditioned upon the unit member agreeing to the terms of the reduced teaching assignment and further agreeing to return to the District for at least two (2) full school years as a certificated employee.
- 8.12.16 In the case of death of the individual during the mini-sabbatical or before the two (2) year term of service after return is completed, his/her estate shall not be required to fulfill the conditions upon which the leave was granted, but payment of salary by the District shall cease upon such death.
- 8.12.17 In the case of disability preventing the unit member from returning to work during the mini-sabbatical or before the two (2) year term of service after return is completed; the District shall waive the remaining term of service obligation.
- 8.12.18 In the case of termination of the employment contract of the unit member by the District during the mini-sabbatical or before the two (2) year term of service after return is completed, the District shall waive the remaining term of service obligation.

8.12.19 Unit members shall be eligible for benefits under the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) in accordance with the applicable laws and regulation. Detailed information is available from the Director of Human Resources.

## Article 9 – Salary

### 9.1 Faculty Salary Schedule-Initial Placement

The salary schedule for full-time and adjunct unit members is set forth in Appendix A.

The initial placement of full-time Academic unit members on the salary schedule is based upon the following criteria:

- a. 1 year full-time collegiate teaching experience will equal 1 step placement, up to maximum step allotment.
- b. Adjunct collegiate teaching experience, including paid collegiate teaching experience during completion of a masters or doctorate, based on full-time equivalent calculation, will equal full-time step placement.
- c. 2 years full-time secondary, industry, or military teaching experience will equal 1 step placement, up to the maximum step allotment.
- d. Faculty, with appropriate experience, can be placed up to Step 7 (this shall also apply to CTE unit members). Faculty with a PhD, where teaching was a required component of the PhD program shall receive an initial placement of Step 9.
- e. Anyone under Step 7 and/or holding a PhD as of July 1, 2022, will have their experience reevaluated for potential movement on the new pay scale.

The initial placement of full-time non-academic CTE unit members on the salary schedule is based upon the following criteria:

- a. With possession of a Master’s degree, each year of full-time equivalent relevant professional experience will equal 1 step placement, up to the maximum step allotment.
- b. With possession of any bachelor’s degree, each 2 years of full-time equivalent relevant professional experience will equal 1 step placement, up to the maximum step allotment.
- c. With possession of any associate degree, each 6 years of full-time equivalent relevant professional experience will equal 1 step placement, up to the maximum step allotment

#### 9.1.1 COLA

Effective July 1, 2014, and each fiscal year thereafter, the Faculty Salary Schedule shall be increased based upon the District’s funded COLA. If, during any fiscal year, the Districts funded COLA is reduced after adoption of the State’s budget for any reason such as mid-year budget cuts, the District will continue to provide the funded COLA to the unit members for that fiscal year.

However, the District will recapture the difference between the funded COLA and any reduction in subsequent fiscal year(s) by reducing the Faculty Salary Schedule.

- 9.1.2 2022-2023 Compensation  
The 2022-2023 Faculty Salary Schedule will have an additional Step added, Step 12, to the pay schedule. There will be a 3% increase to Steps 15, 18 and 21.
- 9.1.3 2023-2024 Compensation  
Compensation for the 2023-2024 year will be negotiated per Article 25.1.1.
- 9.1.4 2024-2025 Compensation  
Compensation for the 2024-2025 year will be negotiated per Article 25.1.2
- 9.1.5 Salary Steps  
Faculty are eligible for Step 12 after being on Step 10 for two (2) years. Steps 15 – 21 require three (3) years on the previous step for movement to the next step. See Appendix A. Step 12 is a 3% increase over step 10 of the Faculty Salary Schedule. Step 15 is a 3% increase over step 12 of the Faculty Salary Schedule. Step 18 is a 3% increase over step 15 of the Faculty Salary Schedule. Step 21 is a 3% increase over step 18 of the Faculty Salary Schedule. These steps will not be used in any other contractual calculations such as Pro-Rata or adjunct/overload rates.

## 9.2 Compensation

Compensation for members of the faculty bargaining unit shall include, but shall not be limited to:

- 9.2.1 Salary
- 9.2.2 Step increment/Doctoral Stipend
- 9.2.3 Pro-Rata compensation
- 9.2.4 Health and welfare benefits
- 9.2.5 Additional compensation as related to the implementation of this Agreement.
- 9.2.6 Overload
- 9.2.7 Adjunct

9.2.8 Distance Education Reimbursement

9.3 Overload Compensation

Compensation for overloads will be at the hourly rate established by formula and made a part of Appendix A.

9.4 Compensation and Absences

9.4.1 When a unit member whose compensation is based upon the regular salary schedule is absent for reasons which do not justify the use of any of the forms of authorized leave with pay, a fraction of the unit member's annual salary will be deducted. The fraction will be the number of days absent divided by the number of service days for which the unit member is obligated.

9.4.2 When a unit member is absent from a portion of a day's work, the equivalent portion of daily salary shall be deducted from the unit member's monthly check. Absences will be recorded to the nearest half (0.5) hour. The portion will be calculated based on a 7.5 hour workday.

9.5 Pay Periods

Pay periods will be by the calendar month with warrants issued on the last District business day each month.

9.6 Compensation and PE Courses

The District will pay a unit member's registration fees paid to Lassen Community College upon completing a physical education course at Lassen. The unit member must request payment within ninety (90) days of completing the course.

9.7 Stipends

9.7.1 Annual stipend calculated at Step 10 of the Faculty Salary Schedule will be provided for the Division Chairs, Academic Senate President, Accreditation Chair, Curriculum Chair, Flex Development/Flex Activity Chair, Lead Counselor, and Minimum Qualification/Equivalency Liaison.

9.7.1.1 The Academic Senate President shall be provided a monthly stipend of ten percent (10%) calculated at Step 10 of the Faculty Salary Schedule for ten months.

9.7.1.2  
a. One Accreditation Chair, monthly stipend of 20% calculated at Step 10 of the Faculty Salary Schedule and 10% reassigned time. The faculty member will have the option of choosing 51 hours at adjunct pay for each Fall and Spring semester in lieu of the 10% release time. Summer hours will be compensated at the hourly pro-rata rate.



b. Two Accreditation Chairs, monthly stipend of 15% calculated at Step 10 of the Faculty Salary Schedule and 10% reassigned time. The faculty member will have the option of choosing 51 hours at adjunct pay for each Fall and Spring semester in lieu of the 10% release time. Summer hours will be compensated at the hourly pro-rata rate.

c. Three Accreditation Chairs, monthly stipend of 10% calculated at Step 10 of the Faculty Salary Schedule and 10% reassigned time. The faculty member will have the option of choosing 51 hours at adjunct pay for each Fall and Spring semester in lieu of the 10% release time. Summer hours will be compensated at the hourly pro-rata rate.

d. Accreditation Liaison Officer, stipend of \$2,500.00 paid monthly prorated for 10-months..

9.7.1.3 The Curriculum chair shall be provided a monthly stipend of ten percent (10%) calculated at Step 10 of the Faculty Salary Schedule for ten months.

9.7.1.4 The adjunct Head Coaching stipends shall be as follows:  
Tier 1 \$25,760.50  
Tier 2 \$31,014.00  
Tier 3 \$36,267.50

9.7.1.5 The Division chairs shall be provided monthly stipends of twenty percent (20%) or twenty-two and one-half percent (22.5%), dependent upon the number of chairs calculated at Step 10 of the Faculty Salary Schedule for ten months.

9.7.1.5.1 The District designated four (4) Division Chairs each receiving a twenty percent (20%) stipend calculated at Step 10 of the Salary Schedule for service during the academic year. If the District reduces the number of Division Chairs to three (3), each remaining Chair shall receive a stipend of twenty-two and one-half percent (22.5%) calculated at Step 10 of the Faculty Salary Schedule for service during any regular academic year.

9.7.1.5.2 Division Chairs will have a teaching overload limit per semester of thirty percent (30%). If it is determined the overload restriction must be exceeded the District and LCFA shall meet to discuss the issue and draft an exception MOU on a

case-by-case basis.

- 9.7.1.6 The Flex Development/Flex Activity Chair shall be compensated at the current pro-rata hourly rate as verified by time card submittal not to exceed 70 hours per year for ten months.
- 9.7.1.7 The Lead Counselor shall be provided a monthly stipend of twenty percent (20%) calculated at Step 10 of the Faculty Salary Schedule for eleven months.
- 9.7.1.8 The Minimum Qualification/Equivalency Liaison shall be compensated at the current pro-rata hourly rate as verified by time card submittal not to exceed 150 hours for ten months.
- 9.7.1.9 Should the District require the Academic Senate President, Accreditation Chair, Curriculum Chair or Division Chairs, to serve beyond the regular academic year (ten months) or Lead Counselor to serve beyond eleven months, the individuals will be compensated at the current pro-rata hourly rate verified by time card submittal. [See Appendix A]
- 9.7.1.10 The amount of the stipend will be prorated for less than ten months for all positions except the Lead Counselor, which will be prorated for less than eleven months for a full year.
- 9.7.1.11 The CNA Director shall receive a stipend of three thousand nine hundred dollars (\$3,900) per cohort, paid in equal installments for the term of the cohort for performing the duties of the position. The amount of the stipend shall be prorated if a cohort is cancelled mid- term.
- 9.7.2 The Director of Nursing shall be 10 month tenure track position with 60% Administration of the Nursing Program and a 40% Faculty teaching load. The Director of Nursing may earn an additional annual stipend not to exceed \$25,000 per year, paid in ten (10) equal installments for the academic year for performing the duties of the position. The amount of the stipend shall be prorated for less than a full year.
- 9.7.3 The Director of Fire Technology shall be 10 month tenure track position with 60% Administration of the Fire Technology Program and a 40% Faculty teaching load. The Director of Fire Technology may earn an additional annual stipend not to exceed \$25,000 per year, paid in ten (10) equal installments for the academic year for performing the duties of the position. The amount of the stipend shall be prorated for less than a full year.

- 9.7.4 The Director of Administration of Justice and POST shall be 10 month tenure track position with 60% Administration of Justice/POST Program and a 40% Faculty teaching load. The Director of Administration of Justice/POST may earn an additional annual stipend not to exceed \$25,000 per year, paid in ten (10) equal installments for the academic year for performing the duties of the position. The amount of the stipend shall be prorated for less than a full year.
- 9.7.5 Special assignment compensation may be provided for special assignments (Article 7.6) on a case- by-case basis following successful negotiation between the District, LCFA, and the unit member.
- 9.7.6 An earned doctorate will receive a \$3,000.00 annual compensation, prorated paid monthly for 10-months.
- 9.7.7 Distance Education Instructors shall receive an \$85/semester reimbursement when teaching one or more Internet courses in a semester.

## Article 10 – Health and Welfare Benefits

### 10.1 Premium Cost

For each full-time unit member, to include those designated as full-time temporary unit members, the District shall pay the actual premium costs per month for the health benefits which includes medical/hospital coverage, for dental coverage, for vision coverage, and for life insurance. The health benefits are subject to a “health benefit cap” as follows:

- 10.1.1 Effective July 1, 2021 the maximum Health Benefit cap is \$1,782.47 monthly for a total of \$21,389.59 yearly.
- 10.1.2 Cash-in-lieu – if a benefited unit member’s health plan premium cost is less than the health benefit cap, unit member shall receive the difference. However, if a benefited unit member’s health plan premium cost exceeds the health benefit cap, unit member shall pay the difference.
- 10.1.3 Effective July 1, 2008, and each fiscal year thereafter, the health benefit cap shall be increased based upon the District’s Funded COLA. (See Appendix B.)
  - 10.1.3.1 If, during any fiscal year, the District’s Funded COLA is reduced after adoption of the State’s budget for any reason such as mid- year budget cuts, the District will continue to provide the Funded COLA to unit members for that fiscal year. However, the District will recapture the difference between the Funded COLA and any reduction in subsequent fiscal year(s) by reducing the health benefit cap.

### 10.2 Premium Cost Modifications

Any amount in excess of the District’s monthly contribution shall be the employee’s obligation and shall be deducted from the Unit member’s monthly salary as a payroll deduction. The Internal Revenue Code Section 125 provision, allowing for deductions on a pre-tax basis, will be available to the extent allowable by law.

- 10.2.1 Unit members working less than one hundred percent (100%) of a full-time load are entitled to premium payments prorated at the same ratio as their work load bears to full-time service, with the balance due insurance carriers to be paid by the unit member by payroll deduction except as identified in Article 18 Reduced Workload Program.

10.2.2 Unit members shall be individually responsible for making payment for such monthly amounts as, when added to the amount paid by the District, will equal the total monthly premium required for coverage. Payments of such monthly amounts shall be made by way of payroll deduction. In the event of a premium increase for the plan coverage herein, or for equivalent coverage under a different plan description, the District is authorized to cover such by way of payroll deduction, in order that eligible unit members' insurance coverage not be jeopardized.

The District shall provide the LCFA, and its unit members, the monthly and yearly benefit cap, as increased by the applied COLA, by July 15<sup>th</sup> of each year.

## Article 11 – Layoffs

### 11.1 General Provisions

The District will utilize the provisions of Section 87740 and 87743 of the Education Code to lay off unit members for any of the reasons permitted therein. Any dispute over compliance with the requirements of Sections 87740 and 87743 must be resolved through the statutory layoff appeal procedure and not through the contract grievance procedure.

### 11.2 Reduction of Faculty

In the event the District determines it is necessary to reduce the number of probationary and tenured faculty members, such reductions will be made in accordance with the procedures in these standards. When any faculty member is laid off or reduced:

11.2.1 No temporary (hourly, adjunct) instructors will be retained in the particular kind of service(s) in question. The term “particular kind of service” is that used by the California Education Code in describing reductions in particular teaching subject areas and non-teaching services such as counseling and administration.

11.2.2 No probationary or tenured faculty member shall be assigned overload assignments in a particular kind of service in which an employee has been laid off and wishes to serve, except as the overload is part of a single class needed to make load in the area in question.

### 11.3 Disciplines, Faculty Service Areas, Minimum Qualifications and Competency

11.3.1 Disciplines are those established by the state.

11.3.2 The state-established disciplines shall constitute faculty service areas in the District.

11.3.3 Minimum Qualifications are those identified in the current Lassen Community College Verification of Faculty to Meet Minimum Qualifications in Discipline of Instruction Resource Handbook. In addition, everyone qualified for services by California credential will be deemed to possess the minimum qualifications in every discipline or service covered by the credential until expiration of that credential.

11.3.4 For purposes of Education Code Section 87743, a faculty member will be considered to have demonstrated competency to teach or serve in any discipline in which he or she meets minimum qualifications or the equivalency.

- 11.3.5 For purposes of employment, assignment or the exercise of bumping rights, a faculty member must meet the state minimum qualifications or the equivalency for the discipline that covers the course(s) or service(s) in question.
- 11.3.6 The District may assign a faculty member to courses or services within any discipline for which the faculty member meets minimum qualifications.
- 11.3.7 Meeting minimum qualifications in a particular discipline does not guarantee the employee assignment in that discipline if there are other disciplines in which the faculty member is qualified to serve.
- 11.3.8 In determining possible bumping rights to faculty members whose services have been reduced or discontinued, the District will consider verifiable documentation received by February 15.
- 11.3.9 For regular faculty members who are employed as of June 30, the District shall provide each faculty member with a list of faculty service areas in which he/she is qualified by November 30.
- 11.3.10 An employee may petition for recognition of competence in an FSA by filing a petition for such recognition with the District. It shall be the responsibility of the employee to provide the District with all non-Lassen records necessary to substantiate the claim of competence.
- 11.3.11 The District shall provide each regular faculty employee a list of those faculty service areas for which he/she possesses competence as determined by the employees' records on file with the District within sixty (60) days of hire.

#### 11.4 Effects of Layoff

The District shall meet and confer with the LCFA upon request with respect to the nature and impact of anticipated faculty layoffs at least thirty (30) days prior to issuing final layoff notices. For the purpose of this sub-section, meet and confer shall be defined to mean that the District or such representatives as it may designate, and the Union and its representatives shall have the mutual obligation to freely exchange information, opinions and proposals prior to such time as the District decides to act. Layoffs and their effects shall not be subject to further meeting and conferring, or negotiations, but shall be governed by the provisions of this Article. With respect to any aspect of layoffs or their effects not addressed in this Article, the District reserves the right to act in accordance with any applicable provisions of law.

#### 11.5 Extension of Health Benefits (COBRA)

The District will advise employees of the availability of continuation of health and welfare benefits under COBRA (Continuation Omnibus Reconciliation Act) law.

## Article 12 – Grievance Procedure

### 12.1 Purpose

The purpose of this Article is to provide for the resolution of grievances and to secure solutions to problems which may arise under this Agreement.

### 12.2 Definitions

- 12.2.1 Grievance – An allegation by one or more unit members or the LCFA that there has been a violation, misinterpretation, or misapplication of specific provisions of the contract.
- 12.2.2 Grievant – The unit member, unit members or the LCFA filing the grievance.
- 12.2.3 Workday – For the purpose of a grievance, a “workday” shall be defined as any day unit members are required to perform their duties.
- 12.2.4 Party – The grievant or the employer.
- 12.2.5 Representative – The person chosen or authorized by the LCFA to represent the grievant.

### 12.3 Regulations

- 12.3.1 All documents, communications, and records dealing with the processing of the grievance shall be filed separately from the personnel files of the participants.
- 12.3.2 No reprisals of any kind shall be taken by the employer against a grievant or other participant who assisted the grievant by reason of such participation in the grievance procedure.
- 12.3.3 Nothing contained in this Article shall be construed to deny any unit member of his/her right to present grievances to the employer without the intervention of the LCFA.  
  
Such a grievance shall not be adjusted in any way inconsistent with the terms of this written agreement, and the employer shall not agree to a resolution of the grievance until the LCFA has received a copy of the grievance and the proposed resolution, and has been given a ten (10) working day opportunity to file a response.
- 12.3.4 The grievant may be represented by the Union representative at all meetings and hearings including the informal level.



- 12.3.5 Each party involved in a grievance shall act quickly so that the grievance may be resolved quickly. However, time limits as specified may be extended by mutual agreement of the parties.
- 12.3.6 The grievant shall send copies of all grievance forms filed with District representatives to LCFA. A copy of all grievance responses prepared by District representatives shall also be sent to LCFA.
- 12.3.7 A unit member may present a grievance while on duty and a Union representative will be granted reasonable release time to interview, investigate, process, and appear at grievances or hearings.

## 12.4 Procedure

- 12.4.1 Informal Level: within twenty (20) work days after the event that was the basis for the grievance, or within twenty (20) work days of the time when the grievant should have known of the event that gave rise to the grievance, the grievant shall discuss the matter with the appropriate Educational Administrator. The Grievant may be accompanied by a representative of the LCFA. The objective of this discussion is to resolve the matter informally. In the event that the matter is not resolved informally, the following procedure shall be implemented:
- 12.4.2 Formal Level One: if the matter is not resolved at the informal level, the grievant within five (5) work days of the discussion with the appropriate Educational Administrator shall submit a written statement of the grievance to the appropriate Educational Administrator. The statement shall include a clear, concise statement of the grievance, the specific section of the contract alleged to have been violated, the circumstances involved, the date of the informal conference, the specific remedy sought, and the date of the alleged act or omission. The appropriate Educational Administrator will confer with the grievant within five (5) work days after receiving the complaint in an effort to resolve the problem. An LCFA representative may be present at this conference or if the grievant prefers to represent herself/himself, a copy of the grievance will be sent to the LCFA.
  - 12.4.2.1 Within five (5) work days after the conference, the appropriate Educational Administrator will present her/his decision in writing, together with supporting reasons to the LCFA and a copy to the grievant. If the appropriate Educational Administrator does not respond within the timelines, the grievant may appeal the grievance to the next step. The timelines may be extended by mutual agreement.

However, failure to timely appeal a grievance at any level shall constitute an acceptance of the District's last response.

- 12.4.3 Formal Level Two: if the grievant is not satisfied with the disposition of the grievance at Formal Level One, or if no written decision has been rendered within the timelines, the grievant may appeal the decision to the Superintendent/ President within five (5) work days. Within five (5) work days after the appeal, the Superintendent/President will confer with the grievant in an effort to resolve the problem. An LCFA representative may be present at this conference. Within five (5) work days after the conference, the Superintendent/President will present her/his decision in writing, together with supporting reasons to the LCFA and a copy to the grievant and appropriate Educational Administrator. If the Superintendent/President does not respond within the timelines, the grievant may appeal the grievance to the next step. The timelines may be extended by mutual agreement.
- 12.4.4 Formal Level Three - Mediation: if the grievant is not satisfied with the disposition of the grievance at Formal Level Two, the grievant may within ten (10) working days refer the grievance to mediation for resolution. If this level is invoked, the California State Mediation and Conciliation Services shall be requested to provide a mediator, and thereafter the mediation process shall proceed under the auspices of the State Agency (CSMCS).
- 12.4.5 Formal Level Four - Arbitration: if the grievant is not satisfied with the disposition of the grievance at Formal Level Three, the LCFA within fifteen (15) work days of the decision at Formal Level Three may request a hearing before an arbitrator.
- 12.4.5.1 Upon receiving a request for arbitration, the President shall request a list of seven (7) arbitrators from the California Mediation and Conciliation Service. As soon as possible after receiving the list of names from the Service, representatives of the District and the LCFA shall alternately strike a name until one name remains. The person named shall serve as arbitrator.
- 12.4.5.2 The arbitrator shall conduct a hearing at which both parties may present witnesses and evidence. It shall be the function of the arbitrator, and he/she is empowered except as his/her powers are herein limited, after investigation and hearings, to make a proposed decision to the Board of Trustees in cases of alleged violation of the specific articles and sections of this Agreement.

The arbitrator shall render a decision on the issue(s) submitted.

12.4.5.3 After a hearing, and after both parties have had an opportunity to make oral and written arguments, the arbitrator shall submit in writing to the parties his/her decision. The decision of the arbitrator shall be binding on both parties.

12.4.5.4 Each party shall bear the cost of preparing and presenting its own case in arbitration. All fees and expenses of the arbitrator and the arbitration process shall be shared equally by the parties. The grievant, the grievant's representative and the grievant's witnesses shall be provided release time at no loss of pay for participation in the grievance process per government code 3543.1(c)

### **Article 13 – Maintenance of Operations**

- 13.1 It is recognized that the need for continued and uninterrupted operation of the District is of paramount importance and that there should be no interference with such operations.
- 13.2 LCFA and the Board agree that any differences between them shall be settled by peaceful means, as provided for in this Agreement. During the term of this agreement, LCFA, in consideration of the terms and conditions of this agreement, will not engage in, instigate, or condone any strike, work stoppage, slow down, sick out or other concerted refusal by unit members to perform work duties as required by this Agreement. LCFA will undertake to exert its best efforts to discourage any such acts by unit members.
- 13.3 During the term of this Agreement, the Board, in consideration of the terms and conditions of this agreement, will not authorize or permit any lockout of members of the unit.
- 13.4 Nothing contained in the Agreement shall be construed to restrict or limit the District in its right to seek and obtain such judicial relief as it may be entitled to have under law for any violation of this or any other Article; and to take such action as it deems necessary to discipline and/or discharge any member for violation of this Article.
- 13.5 Members shall not be entitled to any wages or benefits whatsoever, including but not limited to, life insurance, health insurance, vacations, wages, or any other compensation while engaged in any strike, concerted failure to report for duty, or other willful absence from duties of employment.

## **Article 14 – Past Practices**

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law, and that in the absence of specific provisions of this Agreement, such practices and procedures which are outside the scope of mandatory bargaining are discretionary with the District.

## **Article 15 – Severability**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

## **Article 16 – Completion of Negotiations**

### **16.1** **The Agreement**

This Agreement shall constitute the full and complete commitment between both parties. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

#### **16.1.1** **Memorandum of Understanding (MOU)**

This agreement shall include any mutually agreed upon MOU's.  
(signed by both parties)

16.1.2 Approved MOU's shall be attached to all copies of this agreement.

### **16.2** **Bargaining Restrictions**

During the term of this Agreement, the Board and LCFA expressly waive and relinquish the right to bargain collectively on any matter:

16.2.1 Whether or not specifically referred to or covered in this Agreement;

16.2.2 Even though not within the knowledge of contemplation of either party at the time of negotiations;

16.2.3 Even though during negotiations the matters were proposed and later withdrawn;

16.2.4 This Article is intended to be a clear and unmistakable waiver of the right of either party to force the other to negotiate during the term of this Agreement on subjects covered or not covered by the Agreement. Either party may rely on this Article as a shield against demands to bargain by the other.

16.2.5 The Article does not preclude bargaining collectively for subsequent, new collective bargaining agreements or re-openers during the term of this Agreement.

## **Article 17 – Resignations**

### 17.1 Letter of Resignation

Any unit member who desires to resign from employment with the District shall submit a letter of resignation to the Superintendent/President. The Superintendent/President is authorized to accept any such letter of resignation on behalf of the Board.

### 17.2 Resignation Timeline

Written resignations shall be deemed accepted by the Board and shall be binding on the date received by the Superintendent/President. The last day of work for resigning unit member shall be as specified in the employee's resignation or, if not specified, on the date the resignation is received. In no event shall the last day of work for a resigning unit member be later than the close of the school year during which the resignation is received.



## **Article 18 – Reduced Work Load Program**

### 18.1 Eligibility

Unit members who meet the following criteria may request to participate in a reduced workload program:

- (1) Have been employed by the District as a faculty member for at least ten (10) years, all of which were full-time employment as defined by STRS.
- (2) Have five (5) consecutive, full-time years without a break in service immediately preceding the reduced workload request.
- (3) Have reached the age of fifty-five (55) by the year work reduction begins.
- (4) Must submit a written request to the appropriate Educational Administrator no later than January 30 for the following academic year beginning in August.

### 18.2 Specifications

- 18.2.1 Minimum reduced workload employment must be the equivalent of at least half the number of days of service required by the member's contract of employment during the last year served in a full-time, certified position.
- 18.2.2 The salary paid must be pro-rata share of the salary that would have been earned had the member not elected to enter the Reduced Workload Program. (The salary must be at least half the salary the member would have earned on a full-time basis.)
- 18.2.3 The District must contribute to STRS an amount based upon the salary that would have been paid had the member been employed full-time, at the Reduced Workload Contribution Rate specified by the Teachers' Retirement Board.
- 18.2.4 The unit member must contribute the CalSTRS prevailing rate of the salary which would have been paid had the member been employed full-time.
- 18.2.5 The agreement to participate in the program can be revoked only with mutual consent of both the participant and the District.
- 18.2.6 Participants will receive the same health and welfare benefits to which they would have been entitled if employed full-time.

- 18.2.7 Reduced Workload Agreements may be no less than one (1) year in duration nor longer than three (3) years in duration.
- 18.2.8 Unit members participating in the program are not eligible for sabbatical leave.
- 18.2.9 The District's decision to grant or deny a request will be based on availability of funds, others in the program, need for services in the faculty member's discipline, and availability of replacement faculty.
- 18.2.10 Unit members participating in the Reduced Work Load Program shall not also be entitled to work overloads and receive overload pay. If a unit member participating in the Program works a class which would be an overload, the Reduced Work Load Program shall be modified to include that class as part of their load and a new Reduced Work Load Program shall be implemented.
- 18.2.11 The District shall notify the LCFA of any unit member approved for the Reduced Work Load Program and the details of the approved Program within 5 days of that approval and prior to the implementation of the Reduced Work Load Program.

## Article 19 – Calendar

### 19.1 Committee Membership

The Academic Calendar Committee shall consist of two faculty members designated by the LCFA, two representatives designated by the Superintendent/President (or designee), and one ex-officio representative designated by the Academic Senate.

### 19.2 Committee Meetings

The committee shall be convened annually by the Superintendent/President (or designee) no later than September 30th to negotiate the calendar for the following year. Upon mutual agreement, either a one-year or two-year Academic Calendar may be negotiated within the scope of this article.

### 19.3 Calendar Timeline

The negotiated, academic calendar will be forwarded to the Superintendent/President no later than November 1st.

### 19.4 Calendar Changes

If the District wishes to modify the academic calendar, the Superintendent/President (or designee) will reconvene the academic calendar committee no later than November 30th, or as required.

## **Article 20 – Safety Conditions of Employment**

- 20.1 Unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.
- 20.2 The District and unit members shall comply with the provisions of the California Occupational Safety and Health Act (Cal/OSHA) and compliance or noncompliance with its provisions shall be determined exclusively in accordance with investigatory and adjudicatory procedures provided for in Cal/OSHA.

## Article 21 – Academic Freedom

### 21.1 Policy

It shall be the policy of the District and the LCFA to encourage full freedom for faculty to teach, research, and pursue knowledge as set forth in this Article and subject to the applicable provision of law.

### 21.2 Application

In the exercise of this freedom, unit members may, as provided in the United States and California constitutions and other applicable laws, discuss their own subject or areas of competence in the classroom, as well as any other relevant matters, including controversial matters, as long as they distinguish between personal opinions and factual information.

### 21.3 Harassment

Unit members shall be free from unlawful harassment or from unlawful interference or restrictions based on political views.

### 21.4 District Restraint

The District shall not interfere with a unit member's freedom of speech or use of materials in any teaching assignment, except as allowed by law.

### 21.5 Declaration of Purpose

This Article is intended to declare the District's and the LCFA's intent to allow those activities protected by constitutional freedom of speech and other forms of academic freedom protected by the laws of the State of California and the laws of the United States.

### 21.6 Specifications

Unit members shall be free from unnecessary, spiteful, or negative criticism or complaints by managers, and/or other persons. Unit members should not be subjected to harassment, abusive language, upbraiding, insults or interference by any person in the performance of their duties.

### 21.7 Intellectual Property Rights

Intellectual property rights for faculty are delineated in Board Policy 3715 (approved by the Senate 02/14/2017 and approved by the Board 04/11/2017) and Administrative Procedure 3715 (approved by the Senate 02/14/2017 and accepted by Consultation 02/22/2017). The BP and AP are herein included in the contract as Appendix H. If the Intellectual Property Rights BP 3715 or AP 3715 are changed after inclusion in the LCFA contract, faculty Intellectual Property Rights provisions delineated in the BP and AP included in Appendix H remain in force until such time that any proposed revisions to either the BP or AP are successfully negotiated with the LCFA. The negotiated revisions will then replace the previous elements in the contract.

## Article 22 – General Provisions

### 22.1 Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written amendment executed according to the provisions of this Agreement. The parties agree that during the negotiations which culminated in this Agreement, each party enjoyed and exercised without restraint, coercion, intimidation or other limitation, the right and opportunity to make demands and proposals or counter proposals with respect to any matter not reserved by policy or law from compromise through negotiations and that the understandings and agreements arrived at after the exercise of that right and opportunity are set forth herein.

### 22.2 Individual Contracts

Any individual contract between the Board and an individual member shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

### 22.3 No Reprisals

The parties mutually agree to refrain from reprisals against other employees or peers regarding the administration of this Agreement, or any grievance filed pursuant to this Agreement.

### 22.4 Agreement Form

There shall be two (2) signed copies of the final Agreement for record keeping purposes. One (1) shall be retained by the District and one (1) by the LCFA.

## **Article 23 – Non-Discrimination**

### 23.1 Non-Discrimination

The District agrees not to discriminate against any unit member on the basis of race, color, creed, national origin, religion, sex, age, sexual orientation, political activities and affiliations, marital status or disability as defined by the Americans with Disabilities Act (ADA). The District agrees to comply with all federal and state laws regarding non-discrimination.

### 23.2 ADA Application

Notwithstanding any other provision in the Agreement, the decision to make or refuse any reasonable accommodation or take any other action to fulfill legal obligations imposed by the ADA shall be made by the Chief Human Resources Officer. Any decision regarding the implementation of an accommodation shall comply with this Agreement unless the District and the union mutually agree to waive a specific provision on a non- precedent setting basis.

## Article 24 – Adjunct Faculty

### 24.1 Assignment

- 24.1.1 Assignment of adjunct faculty will be made by the District. Except as delineated in this Agreement adjunct faculty members have no rights other than those provided in the Education Code.
- 24.1.2 All adjunct faculty assignments shall be less than sixty-seven (67%) of an annual full-time equivalent faculty (FTEF) assignment.
- 24.1.3 All adjunct faculty may substitute on a day-to-day basis in classroom assignments without any change in their employment status (i.e., day-to-day substitute assignments will not increase the part time faculty FTEF). Day-to-day substitution means substitute assignments of one or more days, consecutive or otherwise.
- 24.1.4 Adjunct faculty will be compensated in accordance with the Faculty Salary Schedule in Appendix A.
- 24.1.5 Adjunct faculty who accept assignments outside of his/her instructional contract (e.g., hiring committees) shall be compensated in accordance with the Faculty Salary Schedule in Appendix A.
- 24.1.6 When requested by the District to prepare and/or to submit course materials (e.g., course syllabus) for projected course teaching assignment[s], adjunct faculty will be compensated for five (5) hours for each course, but not each section of each course. This compensation is separate from any and all course teaching contracts.

### 24.2 Seniority

- 24.2.1 Seniority shall be the cumulative total of semesters that an adjunct faculty has completed a teaching contract for at least one course, regardless of unit value, modality or duration, within a recognized discipline (Faculty Service Area – FSA). The District shall compile and maintain seniority values (Adjunct Seniority List) on a semester basis. The Adjunct Seniority List shall be available to Division Chairs for assignment and scheduling purposes.
- 24.2.2 Adjunct faculty seniority does not guarantee a right to employment; however, seniority does establish a reasonable expectation of continued employment for adjunct faculty if the class schedule has available classes for the adjunct to teach within their FSA.



- 24.2.2.1 Section 24.4 – Evaluation contains language that addresses “Needs Improvement” and “Unsatisfactory” Evaluations.
- 24.2.2.2 Adjunct faculty teaching the next semester after receiving a “Needs Improvement” evaluation shall not receive credit towards seniority. Credit towards seniority will be added to the cumulative total for the next semester taught after receipt of a “Satisfactory” or better evaluation.
- 24.2.3 All adjunct faculty shall be assigned seniority within each applicable discipline. Adjunct faculty may have seniority in multiple disciplines, and those seniority values may be different from one another.
- 24.2.4 Seniority, at any value, does not give adjunct faculty members rights over that of full-time faculty members. Retired District faculty, who return to the District as adjunct faculty, shall start with no adjunct seniority and shall not supersede, take precedence over, or supplant adjunct faculty with seniority in the same discipline.
- 24.2.5 Adjunct faculty assignments shall be determined by current seniority. Assignments may vary because of adjunct faculty courses or modality preference or due to District adjunct load restrictions (67% FT load/semester).
  - 24.2.5.1 Adjunct faculty who decline to teach multiple classes or a single class in a semester do not lose seniority.
  - 24.2.5.2 Adjunct faculty who decline to teach a single class in a particular semester may experience a change in relative position in seniority.
- 24.2.6 Coaches, who are adjunct faculty by contract definition, shall not be granted seniority in either Coaching or Physical Education as coaches are hired and retained by other District processes for individual sports. Coaches, who may be assigned courses in another discipline shall earn seniority in that discipline.

### 24.3 Office Hours for Adjunct Instructors

- 24.3.1 Adjunct instructors are not required to provide office hours to students as part of their assignment. However, should an adjunct instructor who teaches forty percent (40%) of a full load elect to provide office hours, they may receive compensation for such time to the extent the District receives funds from the State of California for adjunct faculty office hours.

- 24.3.2 Compensation will be paid for one (1) hour per week for each three (3) - unit class (or equivalent). The rate of pay for an adjunct instructor providing office hours will be the instructor's normal hourly rate. To receive compensation, an adjunct instructor must complete an "Application for Adjunct Instructor Office Hours" and submit the application to the Office of Instructional Services no later than thirty (30) days after the first day of each semester class.
- 24.3.3 Office hours will be approved on a first-come, first-served basis. Part-time faculty members will be paid for approved office hours at the time the money is received from the State for adjunct office hours up to the total funds received from the State for that semester.
- 24.3.4 It is the responsibility of each adjunct faculty member to identify the time and location for office hours.
- 24.3.5 If no office hours are approved and/or provided, no money will be paid to the adjunct faculty member; if no money is received from the State of California for adjunct office hours, the adjunct faculty member will receive no compensation.

#### 24.4 Evaluation

- 24.4.1 Adjunct faculty must be evaluated during the first three semesters of the unit member's initial employment. Thereafter, adjunct faculty will be evaluated at least every third (3<sup>rd</sup>) year of employment. The appropriate Educational Administrator, or designee, will conduct all evaluations of adjunct faculty.
- 24.4.2 Summer Session will be considered a "semester" for adjunct faculty evaluation purposes in this Agreement for adjunct faculty teaching only during the Summer.
- 24.4.3 Adjunct faculty shall be evaluated using the appropriate Evaluation Form B or D (See Appendix F). Adjunct faculty evaluated as "unsatisfactory" shall have the recommendation of "Removal from the adjunct faculty pool" selected. Adjunct faculty evaluated as "Needs Improvement" shall have the recommendation of "Continuation in adjunct faculty pool" or "Removal from the adjunct faculty pool" selected. If "Continuation in adjunct faculty pool" is selected, specific improvement recommendations to become Satisfactory must be included in the recommendation section of Form B or D.
- 24.4.4 Adjunct faculty evaluated as "Needs Improvement" shall be evaluated the following semester.

- 24.4.5 Adjunct faculty teaching only during Summer Sessions shall be evaluated at least every other Summer Session after their initial three semester evaluation period.
- 24.4.6 Adjunct faculty shall be compensated for their pre- and post- evaluation preparation and meetings at their hourly rate. Compensation shall be one (1) hour for preparation and one (1) hour for each meeting.


## Article 25 – Duration and Reopeners

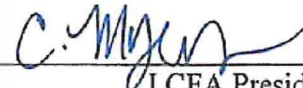
- 25.1 This Agreement shall be effective on the date of ratification by the parties and shall continue in full force and effect through June 30, 2025. There shall be no reopener provisions to this agreement except by mutual consent by the parties.
- 25.1.1 Negotiations for Article 9 (Salary) and Article 10 (Health and Welfare Benefits) for the 2022-2023 academic year will occur with mutual sunshining of proposals to the board in September, a 30 day comment period, and commencement of negotiations after the board meeting in October 2022.
- 25.1.2 Negotiations for Article 9 (Salary) and Article 10 (Health and Welfare Benefits) and up to two (2) other articles for each party for the 2023-2024 academic year will occur with mutual sunshining of proposals to the board in September 2023 a 30 day comment period, and commencement of negotiations after the board meeting in October 2023.
- 25.1.3 Negotiations for Article 9 (Salary) and Article 10 (Health and Welfare Benefits) and up to two (2) other articles for each party for the 2024-2025 academic year will occur with mutual sunshining of proposals to the board in September 2024, a 30-day comment period, and commencement of negotiations after the board meeting in October 2024.
- 25.2 At the first regular Board meeting in February preceding the expiration of this Agreement, the District and the LCFA shall mutually present to the Board their initial proposals for a successor agreement. After a 30 day comment period, negotiations will commence no later than fifteen (15) District business days after the regular March Board meeting.
- 25.3 The provisions of this Agreement shall remain in effect pending completion of negotiations on a successor agreement.

IN WITNESS THEREOF, the Lassen Community College District has approved this Agreement and has caused it to be signed by the President of the Board and the Superintendent/President of the District and LCFA has approved this Agreement and caused it to be signed by its officers.

**FOR THE GOVERNING BOARD:**

**FOR THE LCFA:**

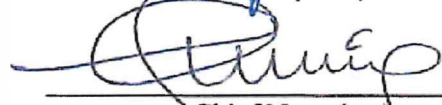
  
Board President

  
LCFA President

Dated: \_\_\_\_\_

Dated: May 16, 2022

  
Superintendent/President

  
Chief Negotiator

Dated: 26 May 2022

Dated: MAY 16, 2022

## Appendix A

### Proposed Salary Scheduled for LCFA contract 2022-2025

STEPS	10 month	11month	
1	63748.47	71672.01	No increase for steps 1-10 Added additional step 12
2	66794.50	75096.64	
3	69991.91	78691.47	
4	73349.20	82466.05	
5	76873.62	86428.54	
6	80573.66	90588.47	
7	84459.01	94956.74	
8	88534.50	99538.79	
9	92821.94	104359.1	
10	97277.74	109368.8	
12	100196.07	112649.86	3% increase over step 10
15	103201.95	116029.36	3% increase over step 12
18	106298.01	119510.24	3% increase over step 15
21	109486.95	123095.55	3% increase over step 18

## Faculty Salary Schedule

STEPS	COLA Increase % 0% SALARY 2016/2017	COLA/New OVL Increase 1.56% SALARY 2017/2018	Retro Rate Increase 3.00% SALARY 2017/2018	COLA Increase Pending SALARY 2018/2019
1	\$54,687.00	\$55,540.00	\$57,206.61	\$57,206.61
2	\$57,300.00	\$58,194.00	\$59,940.06	\$59,940.06
3	\$60,043.00	\$60,980.00	\$62,809.35	\$62,809.35
4	\$62,923.00	\$63,905.00	\$65,822.10	\$65,822.10
5	\$65,947.00	\$66,976.00	\$68,984.86	\$68,984.86
6	\$69,121.00	\$70,199.00	\$72,305.20	\$72,305.20
7	\$72,454.00	\$73,584.00	\$75,791.83	\$75,791.83
8	\$75,950.00	\$77,135.00	\$79,449.09	\$79,449.09
9	\$79,628.00	\$80,870.00	\$83,296.56	\$83,296.56
10	\$83,451.00	\$84,753.00	\$87,295.10	\$87,295.10
15	\$85,454.00	\$86,787.00	\$89,390.18	\$89,390.18
18	\$87,504.00	\$88,869.00	\$91,535.54	\$91,535.54
21	\$89,605.00	\$91,002.00	\$93,732.40	\$93,732.40
<b>Adjunct and Overload rate</b>				
<b>HOURLY</b>	\$38.72	\$46.89	\$48.30	\$48.30
<b>Pro-rata compensation rate</b>				
<b>PRO-RATA</b>	\$62.86	\$63.84	\$65.76	\$65.76

Hourly pro-rata compensation rate will be based on step 10

Adjunct and overload rate will be calculated on step 8

The hourly rate shall be applied to full-time faculty overload, adjunct faculty load, adjunct additional assignments, full-time and adjunct faculty summer load and any intercession load.

Pro-rata rate shall be applied for Chair Compensation when required by contract provisions. The hourly pro-rata compensation formula:

### Pro-Rata Hourly Schedule

<b>Step 10 Divided by 177 days per academic year</b>	<b>\$478.83</b>	<b>\$493.19</b>	<b>493.19</b>
<b>Divided by 7.5 hours per day</b>	<b>\$63.84</b>	<b>\$65.76</b>	<b>\$65.76</b>

### Adjunct and Overload Hourly Schedule (For the 22/23 Adjunct pay will be increased to Step 9) then for 24/25 Adjunct pay will be calculated at Step 10)

<b>Step 9 Divided by 2 semesters</b>	<b>\$38,568.00</b>	<b>\$39,724.55</b>	<b>\$39,724.55</b>
<b>Divided by 5 courses</b>	<b>\$7,713.50</b>	<b>\$7,944.91</b>	<b>\$7,944.91</b>
<b>Times 31%</b>	<b>\$2,391.19</b>	<b>\$2,462.92</b>	<b>\$2,462.92</b>
<b>Divided by 51 Hours</b>	<b>\$46.89</b>	<b>\$48.30</b>	<b>\$48.30</b>
<b>Adjunct and Overload Hourly Rate</b>	<b>\$46.89</b>	<b>\$48.30</b>	<b>\$48.30</b>

**Pro-Rata Hourly Schedule**

<b>Step 10 Divided by 177 days per academic year</b>	<b>\$549.59</b>
<b>Divided by 7.5 hours per day</b>	<b>\$73.28</b>

**Adjunct and Overload Hourly Schedule**

(For the 22/23 Adjunct pay will be increased to Step 9)

(For 24/25 Adjunct pay will be calculated at Step 10)

	<b>2022/2023</b>	<b>2024/2025</b>
<b>Divided by 2 semesters</b>	<b>\$46,410.97</b>	<b>\$48,638.87</b>
<b>Divided by 5 courses</b>	<b>\$9,282.19</b>	<b>\$9,727.77</b>
<b>Times 31%</b>	<b>\$2,877.48</b>	<b>\$3,015.61</b>
<b>Divided by 51 Hours</b>	<b>\$56.42</b>	<b>\$59.13</b>
<b>Adjunct and Overload Hourly Rate</b>	<b>\$56.42</b>	<b>\$59.13</b>



## **Appendix B**

### **Definitions\***

**“Adjunct”** faculty member designates a temporary employee with a teaching or non-teaching load paid according to the District’s adjunct and ~~full-time~~ overload hourly rate found on Faculty Salary Schedule in Appendix A.

**“Agreement”** means the collective bargaining agreement between the Lassen Community College District and the Lassen College Faculty Association.

**“Board”** means the Board of Trustees of the Lassen Community College District.

**“Class”** means each offering of a Lassen College course in a given semester.

**“Course”** means any portion of the regular Lassen Community College District instructional program, which is listed and described in the College catalog, or for which there is a District-approved course of study.

**“Consultation”** as used in this Agreement means participation in identifying and analyzing alternative solutions to problems for the purpose of influencing decision-making. Consultation shall take place within 5 days of receipt of written notice by either party. Time limits may be extended by mutual agreement of the parties.

**“Correspondence Instruction”** is education, typically self-paced, provided by mail or electronic transmission, including evaluation, to students who are separated from the instructor; where interaction between the instructor and the student is limited, is not regular and is primarily initiated by the student.

**“Counselor”** means a faculty member possessing a valid counseling credential who is assigned to student counseling and guidance duties for at least half of his/her load as defined in Article 7.

**“Day”** except as specifically defined elsewhere in the Agreement (i.e., Article 12.2.3) the term “day” shall mean the ordinary dictionary definition of the period of the earth’s rotation on its axis ordinarily divided into twenty-four (24) hours. “District Business Day” means any day the district is officially open for business.

**“Distance Education Instruction”** means formal interaction which uses one or more technologies to deliver instruction to students who are separated from the instructor and which supports regular interaction between the students and instructor, may incorporate internet; one-way or two-way transmissions through open broadcast, closed circuit, cable, broadband lines, fiber optics, satellite, or wireless communication devices; audio conferencing; or video cassettes, DVDs, and CD-ROMs, in conjunction with any of the other technologies.

**“District”** means the Board of Trustees and the Superintendent/President or his/her designee.

**“Emergency”** as used in this Agreement means an unexpected happening, or an unforeseen occurrence or condition, or sudden or unexpected occasion for action.

**“Emeritus Faculty”** are defined by board policy #7220 as of November 13, 2012.

**“Full-time Faculty Member”** designates an employee with a standard full-time teaching or non-teaching load as defined in Article 7 of this Agreement, an employee eligible for tenure, and an employee paid according to the Full-time Faculty Salary Schedule in Appendix A. “Unit Member” is a synonym for “Faculty Member.”

**“Full-time Equivalent (FTE)”** means any duties or combination of duties performed by a faculty member, which equal a standard full-time teaching load as defined in Article 7 of this Agreement.

**“Full-time Equivalent Faculty (FTEF)”** is a unit that indicates the workload of a Faculty member in a way that makes workloads comparable across various contexts.

**“Funded COLA”** means the actual amount of COLA that is funded by the State Budget Act as of the end of any given fiscal year.

**“Hybrid Delivery”** means a course in which, any portion of the traditional face-to-face delivery of instruction is replaced by online delivery of instruction, including assessment.

**“Intellectual Property Rights”** see Appendix H for the Intellectual Property Rights definition.

**“Live Interactive Television Delivery”** means a televised method of instruction, which requires at least one-way video and two-way audio in-class instruction.

**“Online Delivery”** means a course in which, instructor and student interact and deliver/receive instructional materials online via email or course delivery software.

**“President”** means the chief administrative officer of the Lassen Community College district. Also referred to as the “Superintendent/President.”

**“Regular Academic Year”** means the period of time from the beginning of the Fall semester to the end of the Spring semester.

**“Regular Assignment”** means a faculty member’s standard teaching or non-teaching load as defined in Article 7 of this Agreement.

**“Reassigned Time”** identifies a complete or partial change of a faculty member’s regular assignment to an alternate assignment according to this agreement.

**“School Year”** or **“Fiscal Year”** refers to the yearly period from July 1 to June 30.

**“Stipends”** are a fixed amount of compensation.

**“Traditional Classroom Instruction”** means a course in which the Instructor and student meet face-to-face in a classroom setting. Class format may include lecture, laboratory, discussions or small group work.

**“Unit”** as used herein means the bargaining unit under this Agreement.

**“Web-enhanced Course”** means a course in which 0% of the face-to-face instruction is replaced by online instruction; syllabus, chat, email and other supporting materials may be delivered online; online research may be required.

**“Work day”** means any day on which members of the unit are scheduled to work.

\*Other definitions applicable to a specific article are included in the appropriate article.

## **Appendix C**

### **Tenure Standards**

#### **A. Tenure Standards for Lassen College**

The period during which probationary unit members of Lassen College are reviewed for tenure is understood best as a continuation of the search and selection process. In fact, we regard the tenure recommendation made to the Superintendent/President and the Board of Trustees as even more important than the initial decision to hire. The tenure review by unit members and appropriate Educational Administrators must be a careful and thorough process, since it is one, which will result in a decision crucial to the unit member's professional future and to the future quality of our college's academic programs. Consequently, it should be expected that tenure decisions generally will be made at the end of the fourth probationary year.

#### **B. Suggested Standards for Tenure (at the end of four (4) years):**

1. The candidate will have achieved competent performance in classroom teaching and/or in the development, coordination, and implementation of student services activities and in carrying out other responsibilities specified in the appropriate position announcement.
2. The candidate will have demonstrated respect for student rights and consistent attempts to meet student needs.
3. The candidate will have demonstrated respect for colleagues, for the commonly agreed upon ethics of the teaching profession, and for the traditional concepts of academic freedom.
4. The candidate will have demonstrated sensitivity to the issues of cultural diversity.
5. The candidate will have demonstrated continued currency in his/her discipline or non-classroom area of assignment, plus either clear promise or evidence of professional growth.
6. Evidence of competence, respect for student rights, respect for colleagues and the ethics of the teaching profession, sensitivity to the issues of cultural diversity, currency, and promise or realization of professional growth shall be drawn from a careful analysis of peer evaluations and student evaluations over a period of time, and from a critical reading of materials submitted by the candidate. Recommendations regarding tenure shall be based upon this evidence alone.
7. The effective recommendation regarding the candidate's performance shall be made by his/her Evaluation Committee.

C. Suggested Standards for Early Tenure (at the end of two (2) years).

The candidate will have demonstrated performance which clearly exceeds standards in the areas described in “B” above. The effective recommendation regarding the candidate’s performance shall be made by his/her Evaluation Committee.

D. Suggested Standards for Early Tenure (at the end of one (1) year).

The candidate will have demonstrated exceptional performance in the areas described in “B” above. The effective recommendation regarding the candidate’s performance shall be made by his/her Evaluation Committee.

E. Additional Requirements for the Granting of Early Tenure

In addition to the performance requirements specified in “C” and “D” above, the candidate’s Evaluation Committee must offer clear and compelling reasons for the granting of early tenure (either one (1) year or two (2) year). Such reasons might include but are not limited to:

1. Prior to LCCD appointment, the candidate achieved tenure at another accredited institution of higher learning with, of course, a record of excellent evaluations from peers, administrators, students, and, when appropriate, staff from that institution.
2. The retention of the candidate is critical for the success of a particular program; and, the granting of early tenure is the only way that a particularly critical member can be retained.

## **Appendix D**

### **Regular Load Calculation Guidelines**

#### **Lecture (ALL INSTRUCTORS) – no change in calculations**

15 hours of lecture x 17 weeks in a semester x 2 semesters = 510 lecture contact hours = 1.0 FTEF (100% of a yearly full-time workload).

3 hours per week of lecture x 17 weeks in one semester = 51 lecture hours = 0.1 FTEF (10% of a yearly full-time workload)

Instructors typically work 0.5 FTEF (50% of a yearly full time workload) in each of the two semesters.

Therefore, five 3-hour-per week lecture classes for one semester = 0.5 FTEF (50% of a yearly full time workload).

To calculate the FTEF (workload percentage) for a given number of hours, the multiplier is 0.00196 (510 lecture contact hours divided by 100% to get the workload percentage for 1 hour of lecture).

For example, 34 lecture hours x 0.00196 = 0.0667 FTEF (6.67% of a yearly full time workload)

---

#### **Lab hours (ADJUNCT FACULTY) - no change in calculations**

20 hours of lab x 17 weeks in a semester x 2 semesters = 680 lab contact hours = 1.0 FTEF (100% of a yearly full time workload)

To calculate the FTEF (workload percentage) for a given number of hours, the multiplier is 0.00147 (680 lab hours divided by 100% to get the workload percentage for 1 hour of lab.)

Therefore, 51 lab hours x 0.00147 = 0.075 FTEF (7.50% of a yearly full time workload)

---

#### **2021-2022 Lab hours (FULL-TIME FACULTY)**

20 hours of lab x 17 weeks in a semester x 2 semesters = 680 lab contact hours = 1.0 FTEF (100% of a yearly full time workload)

To calculate the FTEF (workload percentage) for a given number of hours, the multiplier is 0.00147 (680 lab hours divided by 100% to get the workload percentage for 1 hour of lab.)

Therefore, 51 lab hours x 0.00147 = 0.075 FTEF (7.50% of a yearly full time workload)

---

#### **2022-2024, Changes to Lab Calculations (FULL-TIME FACULTY) No Change in Lecture Calculation.**

18 hours of lab x 17 weeks in a semester x 2 semesters = 612 lab contact hours = 1.0 FTEF (100% of a yearly full time workload)

To calculate the FTEF (workload percentage) for a given number of hours, the multiplier is 0.00163 (612 lab hours divided by 100% to get the workload percentage for 1 hour of lab.)

Therefore, 51 lab hours x 0.00163 = 0.0832 FTEF (8.32% of a yearly full time workload)

---

#### **2024 and beyond, Changes to Lab Calculations (FULL-TIME FACULTY) No Change in Lecture Calculation.**

17 hours of lab x 17 weeks in a semester x 2 semesters = 578 lab contact hours = 1.0 FTEF (100% of a yearly full time load).

To calculate the FTEF (workload percentage) for a given number of hours, the multiplier is 0.00173 (578 lab hours divided by 100% to get the workload percentage for 1 hour of lab).

Therefore, 51 lab hours x 0.00173 = 0.0883 FTEF (8.83% of a full time workload)

---

---

**For classes with both lecture and lab components, FTEF for lecture and lab are calculated separately, then added together for the total FTEF for the class.**

Example: BIOL-1 is 51 hours Lecture, 51 hours Lab per the Course Outline of Record.

51 hours lecture x .00196 = 0.10 FTEF (10% of a yearly full time workload)

51 hours lab in 2022/2023 x 0.00163 = 0.0832 FTEF (8.32% of a yearly full time workload)

Total for the class in 2022/2023 = 0.1832 FTEF (18.32% of a yearly full time workload)

---

### **Overload Calculation Guidelines (FULL-TIME FACULTY)**

Any amount over 1.0 FTEF (100% of a full-time workload) is considered overload. Overloads are paid at the hourly overload rate. Lecture FTEF count first when figuring the full-time equivalent faculty load. Because they carry different weights for FTEF load, lecture FTEF and laboratory FTEF do not have the same value when figuring overloads. For example, 0.10 FTEF (10%) lecture = 51 hours but 0.10 FTEF (10%) lab = 61.35 hours in 2022/2023.

1. An instructor is teaching six 3-hour-per-week lecture classes in each of the two semesters.

The overall workload is 1.2 FTEF (120%) lecture.

The first five classes (15 hours per week) = 510 lecture contact hours = 1.0 FTEF regular load.

The sixth class (3 hours per week) = 102 lecture contact hours = 0.20 FTEF lecture load.

The instructor is paid 102 hours at the hourly overload rate.

0.20 lecture FTEF divided by the lecture workload multiplier 0.00196 = 102 hours.

2. An instructor is teaching three lecture/lab classes for each of two semesters. Each class is 51 hours lecture and 51 hours lab.

The overall workload is 1.099 FTEF (109.92%) lecture and lab.

The total lecture workload is 0.6 FTEF (60%).

The total lab workload is .0499 FTEF (49.92%)

Since lecture FTEF count first when figuring full-time equivalent faculty load,

0.6 FTEF (60%) lecture and 0.4 FTEF (40%) lab make up the 1.0 FTEF regular load.

The remaining 0.099 FTEF (9.92%) lab is counted as overload.

This means for one class, the lecture portion of the class is part of regular load and the lab portion of the same class is counted as overload.

0.099 lab FTEF divided by the 2023-2024 lab multiplier 0.00163 = 60.74 hours.

## **Appendix E**

### **Selection Processes**

#### **Division Chairs**

1. All full-time unit members are eligible for the position of Division Chair. Unit members are eligible for a Chair position in any Division regardless of teaching or non-teaching assignment to a designated Division.
2. For the position(s) of Division Chair, the District shall e-mail the position announcement to each full-time unit member during the regular academic year five (5) working days prior to the closing date established by the Selection Committee. Outside the regular academic year, the District shall notify each full-time unit member fifteen (15) working days prior to the closing date established by the Selection Committee.
3. Unit members shall apply by submitting a letter of interest to the Director of Human Resources no later than end of business on the day the search period closes. The District may re-open the search period if warranted.
4. The Selection Committee shall consist of the appropriate Educational Administrator or his/her designee, and two active members of the LCFA, appointed by the LCFA President in consultation with the Senate President.
5. The Committee shall review all letters of interest, make the selection(s), and forward their selection(s) to the President/Superintendent.
6. In the event the recommendation of the committee is not in concert with the Superintendent/President, he/she shall meet with the evaluation committee to discuss his/her concerns. Absent final agreement, the decision of the Superintendent/President shall prevail.
7. Nothing in this section will abrogate the District's right of assignment.

#### **Accreditation Chair**

1. All full-time unit members are eligible for the position of Chair.
2. For the position of Accreditation Chair, the District shall e-mail the position announcement to each full-time unit member during the regular academic year five (5) working days prior to the closing date established by the Selection Committee. Outside the regular academic year, the District shall notify each full-time unit member fifteen (15) working days prior to the closing date established by the Selection Committee.
3. Unit members may apply individually or as a group of up to three (3) full-time unit members. Unit members shall apply by submitting a letter of interest to the Director of Human Resources no later than end of business on the day the search period closes. A



group applying for the position shall include in their application the division of the required duties among the group members. The District may re-open the search period if warranted.

4. The Accreditation Liaison Officer position will be open to those who apply for any Accreditation Chair position.
5. The Selection Committee shall consist of the appropriate Educational Administrator or his/her designee, and one member of the LCFA, appointed by the LCFA President.
6. The Committee shall review all letters of interest, make the selection(s), and forward their selection(s) to the President/Superintendent.
7. In the event the recommendation of the committee is not in concert with the Superintendent/President, he/she shall meet with the evaluation committee to discuss his/her concerns. Absent final agreement, the decision of the Superintendent/President shall prevail.
8. Nothing in this section will abrogate the District's right of assignment.

#### Lead Counselor

1. Only full-time unit members assigned as Counselors (any percentage) are eligible for the position of Lead Counselor
2. For the position of Lead Counselor, the District shall e-mail the position announcement to each eligible full-time unit member during the regular academic year five (5) working days prior to the closing date established by the Selection Committee. Outside the regular academic year, the District shall notify each full-time unit member fifteen (15) working days prior to the closing date established by the Selection Committee.
3. Unit members shall apply by submitting a letter of interest to the Director of Human Resources no later than end of business on the day the search period closes. The District may re-open the search period if warranted.
4. The Selection Committee shall consist of the appropriate Educational Administrator or his/her designee, and one member of the LCFA, appointed by the LCFA President.
5. The Committee shall review all letters of interest, make the selection(s), and forward their selection(s) to the President/Superintendent.
6. In the event the recommendation of the committee is not in concert with the Superintendent/President, he/she shall meet with the evaluation committee to discuss his/her concerns. Absent final agreement, the decision of the Superintendent/President shall prevail.
- 7.. Nothing in this section will abrogate the District's right of assignment.

### Faculty Transfers

1. The District shall advertise the open position to each current unit member during the regular academic year for a minimum of five (5) working days prior to a formal job posting. Outside the regular academic year, the District shall advertise the open position to each current unit member ten (10) working days prior to a formal job posting.
2. A selection committee shall be convened after the notification period.
3. Unit members shall apply by submitting a letter of interest and any pertinent information and documentation, to the Director of Human Resources no later than end of business on the day the search period closes.
4. The Selection Committee shall consist of the appropriate Educational Administrator or his/her designee, the HR Director or EEO Officer, the Division Chair over the open position, one unit member knowledgeable in the position FSA, and one unit member not in the position FSA, both appointed jointly by the LCFA President and Senate President.
5. The Committee shall review all letters of interest, interview as necessary and attempt to reach consensus on the selection of an applicant. Absent agreement the procedure shall revert to the regular hiring procedure.
6. In the event the recommendation of the committee is not in concert with the Superintendent/President, he/she shall meet with the evaluation committee to discuss his/her concerns. Absent final agreement, the decision of the Superintendent/President shall prevail.
7. If the applicant(s) are rejected, the District shall post the job externally according to Title V requirements.

### Curriculum Chair

1. The Curriculum Committee is a sub-committee of the Academic Senate.
2. The Academic Senate is solely responsible for unit member assignment to the Committee and selection of the Committee Chair.

## Appendix F Faculty Evaluation Forms

The “A” series designation shall be used for full-time instructional faculty evaluation forms:

<b>Form #</b>	<b>Form Title</b>
A	Full-Time Instructional Faculty Evaluation Certification of Completion/Recommendation
A-1	Full-Time Instructional Faculty Self-Evaluation including Professional Responsibilities
A-2	Full-Time Instructional Faculty Materials Review
A-3	Full-Time Instructional Faculty Classroom Visitation
A-3.1	Full-Time Instructional/Coaching Faculty Classroom Visitation and Coaching Evaluation
A-3C	Full-Time Instructional Faculty Correspondence Packet Review
A-3N	Full-Time Instructional Faculty Online Site Visit
A-4	Full-Time Instructional Faculty Student Survey – Classroom
A-4C	Full-Time Instructional Faculty Student Survey – Correspondence
A-4N	Full-Time Instructional Faculty Student Survey – Online

The “B” series designation shall be used for adjunct instructional faculty evaluation forms:

<b>Form #</b>	<b>Form Title</b>
B	Adjunct Instructional Faculty Evaluation Certification of Completion/Recommendation
B-1	Adjunct Instructional Faculty Self-Evaluation including Professional Responsibilities
B-2	Adjunct Instructional Faculty Materials Review
B-3	Adjunct Instructional Faculty Classroom Visitation
B-3C	Adjunct Instructional Faculty Correspondence Packet Review
B-3N	Adjunct Instructional Faculty Online Site Visit
B-4	Adjunct Instructional Faculty Student Survey – Classroom
B-4C	Adjunct Instructional Faculty Student Survey – Correspondence
B-4N	Adjunct Instructional Faculty Student Survey – Online

The “C” series designation shall be used for full-time non-instructional faculty evaluation forms:

<b>Form #</b>	<b>Form Title</b>
C	Full-Time Non-instructional Faculty Evaluation Certification of Completion/Recommendation
C-1	Full-Time Non-instructional Faculty Self-Evaluation including Professional Responsibilities
C-2	Full-Time Non-instructional Faculty Evaluation
C-4	Full-Time Non-instructional Faculty Student Survey
C-4.1	Full-Time Instructional Designer Faculty Survey

The “D” series designation shall be used for adjunct non-instructional faculty evaluation forms:

<b>Form #</b>	<b>Form Title</b>
D	Adjunct Non-instructional Faculty Evaluation Certification of Completion/Recommendation
D-1	Adjunct Non-instructional Faculty Self-Evaluation including Professional Responsibilities
D-2	Adjunct Non-instructional Faculty Evaluation
D-4	Adjunct Non-instructional Faculty Student Survey

Each form in each series shall bear the approval date at the bottom of each page of each form.

**Form A Full-Time Faculty Certificate of Completion/Recommendation**

**LASSEN COMMUNITY COLLEGE**

**Full - Time Faculty Evaluation  
Certification of Completion/Recommendation**

**Faculty Member:** \_\_\_\_\_

**CHECKLIST OF ACTIVITIES:**

**DATE COMPLETED:**

Notice sent to faculty by 3<sup>rd</sup> week of semester \_\_\_\_\_  
Pre-evaluation conference 5<sup>th</sup> /10<sup>th</sup> week of semester \_\_\_\_\_  
Review of Class materials/Self-evaluation \_\_\_\_\_  
Classroom visits 5<sup>th</sup> /12<sup>th</sup> week of semester \_\_\_\_\_  
Student Evaluation Summary \_\_\_\_\_  
Post-evaluation conference prior to finals week \_\_\_\_\_

**Final Evaluation:**

Superior  More than Satisfactory  Satisfactory  Needs Improvement  Unsatisfactory  
Recommendation for non-tenured probationary faculty (Based on Article 6.11, Sections 6.11.1 through 6.11.4 and Article 6.12):  
 Award 2<sup>nd</sup> Contract  Award 3<sup>rd</sup> Contract  Continue Contract  Grant Tenure  Termination

\_\_\_\_\_  
Attach additional sheet[s] as necessary. Each sheet shall bear the same four signatures as this cover sheet.  
**SIGNATURES:**

\_\_\_\_\_  
**Administrator** **Date**

\_\_\_\_\_  
**Peer Evaluator** **Date**

\_\_\_\_\_  
**Peer Evaluator** **Date**

\_\_\_\_\_  
**Faculty Member\*** **Date**

\*Faculty signature indicates participation in, not necessarily concurrence with, this evaluation. The faculty has the option to comment regarding any portions of the evaluation report.

Approved LCFA/LCCD 2/8/2013

**Form A-1 Full-Time Faculty Self-Evaluation including Professional Responsibilities**

**LASSEN COMMUNITY COLLEGE**

**FULL-TIME INSTRUCTIONAL FACULTY  
SELF-EVALUATION including PROFESSIONAL RESPONSIBILITIES**

**1. Class Organization:**

Discuss your typical coursework organization. Comments may include, but are not limited to, lecture style, preferred type of class (lecture, laboratory or one-on-one), descriptions of kinds of assignments and tests you use, type of grader (hard or easy), techniques and strategies attempted that worked well or failed, major strengths or weaknesses as an instructor.

**2. Effects on Students:**

Describe the affects you believe your instruction has on students. Comments may include but are not limited to, kind of students who respond well or poorly to your efforts and special efforts made to assist the more difficult to reach students.

**3. Planned efforts/objectives for improving professional competence in teaching:**

Comments may include, but are not limited, to such areas as: classes taken, conferences, workshops, seminars, professional training, any professional reading or informal learning experiences such as concerts, exhibits, performance and site visits.

**4. College District Activities:**

Comments will include all items listed below, but are not limited to,: college committees on which you now serve or have recently served (include how often they met, offices held, and accomplishments of the committee), reassigned time responsibilities, division chair or Academic Senate responsibilities, fulfillment of flex and graduation commitments, peer evaluations performed, your participation in and completion of program review, participation in student learning outcome assessments, meeting all required deadlines for SLO's, grade submissions, record keeping (such as census submission), Canvas shells, and timely submission of office hours to Academic Services.

**5. Contribution to the Profession:**

Comments may include but are not limited to the following: publications, special assignment(s), performances given, exhibits presented, conferences attended, professional positions, honors earned, educational material developed, or educational methods improved.

**6. Future Professional Objectives:**

List any other plan you have for future development as a professional

7. **Provide a written evaluation/assessment** or the level/degree to which you successfully completed the planned efforts/objectives stated in the previous evaluation process (if applicable).

Approved LCFA/LCCD 2/8/2013

**Form A-2 Full-Time Instructional Faculty Materials Review**

**LASSEN COMMUNITY COLLEGE**

**FULL-TIME INSTRUCTIONAL FACULTY MATERIALS REVIEW**

**NAME OF COURSE:** \_\_\_\_\_ **COURSE NUMBER:** \_\_\_\_\_

**INSTRUCTOR:** \_\_\_\_\_

- 1. SYLLABUS COMPARED TO COURSE OUTLINE (course description, text, student learning outcomes, methods of evaluation)**

**Comments:**

\_\_\_\_\_  
\_\_\_\_\_

- 2. EXAMS/QUIZZES (inclusion of final exam for lecture courses, appropriate level of required writing in transfer level courses)**

**Comments:**

\_\_\_\_\_  
\_\_\_\_\_

- 3. MATERIALS (Handouts, technology use in class, correspondence packet review etc), if available**

**Comments:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 4. SELF-EVALUATION including PROFESSIONAL RESPONSIBILITIES (Discuss professional responsibilities beyond classroom instruction, i.e. student learning outcome assessments, committee participation, program review participation, etc.)**

\_\_\_\_\_

\_\_\_\_\_

- 5. COMMENDATIONS AND RECOMMENDATIONS:**

\_\_\_\_\_

\_\_\_\_\_



**Form A-2 Full-Time Instructional Faculty Materials Review**

**6. EVALUATOR'S OVERALL RECOMMENDATION:**

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**EVALUATOR'S SIGNATURE:** \_\_\_\_\_

**This form may be completed in electronic format and the resultant hard copy submitted for inclusion with the other evaluation materials.**

**Form A-3 Full -Time Instructional Faculty Classroom Visitation**

**LASSEN COMMUNITY COLLEGE**

**FULL -TIME INSTRUCTIONAL FACULTY  
CLASSROOM VISITATION  
(NOT for correspondence or online evaluations)**

**Faculty Member:** \_\_\_\_\_ **Semester/Year:** \_\_\_\_\_

**Discipline:** \_\_\_\_\_ **Date of Visitation:** \_\_\_\_\_

**Course:** \_\_\_\_\_ **Contract Status:** \_\_\_\_\_

**Number of student enrolled:** \_\_\_\_\_ **Number of students in attendance:** \_\_\_\_\_

**5 =Superior 4 =More than Satisfactory 3 = Satisfactory 2 =Needs Improvement 1 =Unsatisfactory  
N/A =Not Applicable to this faculty member.**

1. The faculty member appeared knowledgeable in his/her subject area. 5  4  3  2  1  N/A
2. The faculty member was enthusiastic about his/her subject. 5  4  3  2  1  N/A
3. The faculty member was able to explain and clarify difficult aspects of the subject. 5  4  3  2  1  N/A
4. The faculty member was organized and well prepared. 5  4  3  2  1  N/A
5. The faculty member used appropriate and effective methods. 5  4  3  2  1  N/A
6. The faculty member stimulated student participation in discussions when appropriate. 5  4  3  2  1  N/A
7. The faculty member was respectful of student's opinions. 5  4  3  2  1  N/A
8. Overall assessment of workstation visitation. 5  4  3  2  1  N/A

**Written comments must be provided:**

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**EVALUATOR'S SIGNATURE:** \_\_\_\_\_

**This form may be completed in electronic format and the resultant hard copy submitted for inclusion with the other evaluation materials.**

**Form A-3.1 Full -Time Instructional/Coaching Faculty Classroom Visitation and Coaching Evaluation**

**LASSEN COMMUNITY COLLEGE**

**FULL -TIME INSTRUCTIONAL/COACHING FACULTY  
CLASSROOM VISITATION AND COACHING EVALUATION  
(NOT for correspondence or online evaluations)**

Faculty Member: \_\_\_\_\_ Semester/Year: \_\_\_\_\_

Discipline: \_\_\_\_\_ Date of Visitation: \_\_\_\_\_

Course: \_\_\_\_\_ Contract Status: \_\_\_\_\_

Number of student enrolled: \_\_\_\_\_ Number of students in attendance: \_\_\_\_\_

5 =Superior 4 =More than Satisfactory 3 = Satisfactory 2 =Needs Improvement 1 =Unsatisfactory  
N/A =Not Applicable to this faculty member.

1. The faculty member appeared knowledgeable in his/her subject area. 5  4  3  2  1  N/A
2. The faculty member was enthusiastic about his/her subject. 5  4  3  2  1  N/A
3. The faculty member was able to explain and clarify difficult aspects of the subject. 5  4  3  2  1  N/A
4. The faculty member was organized and well prepared. 5  4  3  2  1  N/A
5. The faculty member used appropriate and effective methods. 5  4  3  2  1  N/A
6. The faculty member stimulated student participation in discussions when appropriate. 5  4  3  2  1  N/A
7. The faculty member was respectful of student's opinions. 5  4  3  2  1  N/A
8. Overall assessment of workstation visitation. 5  4  3  2  1  N/A

Written comments must be provided:

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TO BE COMPLETED BY ATHLETIC DIRECTOR:

- 1) Maintains and recruits student-athletes, sufficient to field a competitive team, matching the numbers in job description. 5  4  3  2  1  N/A
- 2) Arranges a full non-traditional schedule and a full and competitive regular season schedule. 5  4  3  2  1  N/A
- 3) Takes an active role in matters of eligibility, transfer and the communication of team, conference and state rules. 5  4  3  2  1  N/A
- 4) Maintains current knowledge of the field, including District and CCCAA requirements as well as safety standards. 5  4  3  2  1  N/A
- 5) Demonstrates evidence of participation in professional growth. 5  4  3  2  1  N/A

**EVALUATOR'S SIGNATURE:** \_\_\_\_\_

**This form may be completed in electronic format and the resultant hard copy submitted for inclusion with the other evaluation materials.**

**Form A-3C Full-Time Instructional Faculty Correspondence Packet Review**

**LASSEN COMMUNITY COLLEGE**

**FULL-TIME INSTRUCTIONAL FACULTY  
CORRESPONDENCE PACKET REVIEW**

**Faculty Member:** \_\_\_\_\_ **Semester/Year:** \_\_\_\_\_

**Course Number/Title:** \_\_\_\_\_

**Date of Packet Review:** \_\_\_\_\_

**Syllabus:**

- \* 1.  YES  NO Course Number and Title (example-ENGL 1 – College Composition)
- \* 2.  YES  NO Course Description
- \* 3a.  YES  NO **Community Students:** Instructor’s Name and Contact Information including office hours and email address.
- \* 3b.  YES  NO **Incarcerated Students:** Correspondence Office Contact Information: Correspondence Office, P.O. Box 3000, Susanville, CA 96130 – *no instructor email or phone and instructions include:*
  - *“Instructor last name and course number placed in upper left corner of envelope*
  - *Student’s name, Correctional Institution, incarcerated number and housing unit placed in upper right corner of envelope*
- \* 4.  YES  NO Grading Requirements (Method of Evaluation – Grading Criteria/Scale)
- \* 5.  YES  NO Course Student Learning Outcomes
- \* 6.  YES  NO Minimum of six (6) opportunities for questions, responses, progress reports, feedback between instructor and student
- 7.  YES  NO Request proctored exams or other specific means to match students with their work
- \* 8.  YES  NO Course Syllabus matches Course Outline approved by the Curriculum Committee
- \*9.  YES  NO Course Timeline/Calendar including a timeline of all readings, assignments and due dates
- \*10.  YES  NO Key dates: Specific Last Day to Add/Drop
- \*11.  YES  NO Current Semester/Year
- \*12.  YES  NO Textbook Requirements (including ISBN and Edition)

**Course Content:**

- \*13.     YES  NO    Lecture Notes
- \*14.     YES  NO    Feedback sheets – Q and A feedback
- \*15.     YES  NO    Appropriate replacement of in-class assignments/exercises
- \*16.     YES  NO    Appropriate number and rigor of exams and other methods of evaluation
- \*17.     YES  NO    Course is the equivalent of the face-to-face, on-campus course (e.g., for 3 unit class –packet replaced 51 hours of classroom time and 102 hours of outside time with an equal amount of time and work)

**Commendations:**

**Recommendations:**

**Overall Recommendation:**

Evaluated by: \_\_\_\_\_ Date: \_\_\_\_\_

**\*Required**

**References: Faculty Handbook (Approved by Academic Senate June 6, 2012) and Correspondence Handbook (Approved by Academic Senate June 6, 2012)**

**Form A-3N Full-Time Instructional Faculty Online Site Visit**

**LASSEN COMMUNITY COLLEGE**

**FULL-TIME INSTRUCTIONAL FACULTY  
ONLINE SITE VISIT**

**Faculty Member:** \_\_\_\_\_ **Semester/Year:** \_\_\_\_\_

**Course Number/Title:** \_\_\_\_\_

**Date of Online Visit:** \_\_\_\_\_

**Syllabus:**

1.  **YES**  **NO** Course Number and Title (example-ENGL 1 – College Composition)
2.  **YES**  **NO** Course Description
3.  **YES**  **NO** Instructor’s Name and Contact Information including office hours and email address.
4.  **YES**  **NO** Grading Requirements (Method of Evaluation – Grading Criteria/Scale)
5.  **YES**  **NO** Course Student Learning Outcomes
6.  **YES**  **NO** Instructors plan for classroom response time and feedback for emails and assignments is clearly explained.
7.  **YES**  **NO** Etiquette expectations for online discussions, email, and other forms of communication are stated clearly.
8.  **YES**  **NO** Course Syllabus matches approved Course Outline of Record
9.  **YES**  **NO** Course Timeline/Calendar including a timeline of all readings, assignments and due dates
10.  **YES**  **NO** Key dates: Specific Last Day to Add/Drop
11.  **YES**  **NO** Current Semester/Year
12.  **YES**  **NO** Textbook Requirements (including ISBN and Edition)

**Course Content:**

13.  **YES**  **NO** Lecture Material
14.  **YES**  **NO** Class is arranged in weekly sections
15.  **YES**  **NO** Appropriate replacement of in-class assignments/exercises with clear instructions on how to use each icon.
16.  **YES**  **NO** Appropriate number and rigor of exams and other methods of evaluation

17.     **YES**  **NO**    Course is the equivalent of the face-to-face, on-campus course (e.g., for 3 unit class online curriculum replaced 51 hours of classroom time and 102 hours of outside time with an equal amount of time and work)
18.     **YES**  **NO**    Introduction Forum where students introduce themselves
19.     **YES**  **NO**    Forums where students can interact throughout the semester

**Commendations:**

**Recommendations:**

**Overall Recommendation:**

**Evaluated by:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**References: Faculty Handbook (Approved by Academic Senate June 6, 2012) and Handbook for Online Instructors (Approved by Academic Senate September 25, 2012)**

**Form A-4 Full-Time Instructional Faculty Student Survey-Classroom**

**LASSEN COMMUNITY COLLEGE**

**FULL-TIME INSTRUCTIONAL FACULTY  
STUDENT SURVEY-CLASSROOM**

**TO THE STUDENT:**

**You are being asked to complete a brief evaluation of the instructor listed below. Please spend a few minutes filling out the form and return it to the person who gave it to you.**

**NAME OF COURSE:** \_\_\_\_\_ **COURSE NUMBER:** \_\_\_\_\_

**DATE OF CLASS EVALUATION:** \_\_\_\_\_ **INSTRUCTOR:** \_\_\_\_\_

PLEASE CHECK ONE BOX ONLY FOR EACH QUESTION

**Rate each item on the following scale:**

**5 =Superior**

**4 =More than Satisfactory**

**3 = Satisfactory**

**2 =Needs Improvement**

**1 =Unsatisfactory**

**N/A =Not Applicable**

- |  |  |
|--|--|
| Clearly explained course requirements  | 5 <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1 <input type="checkbox"/> |
| Clearly explained how you earn your grade  | 5 <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1 <input type="checkbox"/> |
| Seems knowledgeable in the subject   | 5 <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1 <input type="checkbox"/> |
| Is well prepared for class   | 5 <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1 <input type="checkbox"/> |
| Is punctual in meeting and dismissing class  | 5 <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1 <input type="checkbox"/> |
| Presents lessons in a clear and organized manner                                   | 5 <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1 <input type="checkbox"/> |
| Displays enthusiasm in teaching the course   | 5 <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1 <input type="checkbox"/> |
| Motivates interest in the subject area   | 5 <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1 <input type="checkbox"/> |
| Encourages students to participate in class  | 5 <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1 <input type="checkbox"/> |
| Accepts different points of view   | 5 <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1 <input type="checkbox"/> |
| Gives tests that relate to the materials presented and assigned                    | 5 <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1 <input type="checkbox"/> |
| Returns tests, assignments and written work promptly                               | 5 <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1 <input type="checkbox"/> |
| Gives helpful feedback on assignments and written work                             | 5 <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1 <input type="checkbox"/> |
| Is willing to assist individual students   | 5 <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1 <input type="checkbox"/> |
| Is flexible and willing to change explanations when students are having difficulty | 5 <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1 <input type="checkbox"/> |
| Uses required textbook(s)  | Yes <input type="checkbox"/> No <input type="checkbox"/>   |



- Does the instructor provide beneficial supplemental materials? Yes  No
- Does the instructor make clear where you can seek help? Yes  No
- Is this instructor meeting your learning needs? Yes  No
- Would you take another class from this instructor? Yes  No
- Are the instructor's tests fair? Yes  No
- Are the instructor's standards Too High  OK  Too Low
- Does the instructor relate well to students? All  Most  Few

**Additional Written Comments:**

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**Please describe what you think this instructor does well that helps you learn:**

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**Please provide suggestions that this instructor could implement to help you learn better:**

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**A Word About You**

I expect to receive the following in this class

A  B  C  D  F

So far this semester I have missed:

No meetings of this class

Two to five meetings of this class

One class meeting

More than five class meetings

I ask the instructor for help:

More than once per class meeting

Once a week

Once a class meeting

Occasionally

Never

**Form A-4C Full-Time Instructional Faculty Student Survey-Correspondence**

**LASSEN COMMUNITY COLLEGE**

**FULL-TIME INSTRUCTIONAL FACULTY  
STUDENT SURVEY- CORRESPONDENCE**

**TO THE STUDENT:**

You are being asked to complete a brief evaluation of the instructor and class listed below. Please spend a few minutes filling out the form. We would especially appreciate the addition of appropriate comments to help us to assist you and provide you with the best education possible. Please return form directly to

**Lassen Community College**  
**Attention: Office of Instruction**  
**P.O. Box 3000**  
**Susanville, CA 96130**

**NAME OF COURSE:** \_\_\_\_\_ **COURSE NUMBER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_ **INSTRUCTOR:** \_\_\_\_\_

PLEASE CHECK ONE BOX ONLY FOR EACH QUESTION

**Rate each item on the following scale:**

**5 =Superior**

**4 =More than Satisfactory**

**3 = Satisfactory**

**2 =Needs Improvement**

**1 =Unsatisfactory**

**N/A =Not Applicable**

**Instructor:**

Does the instructor seem knowledgeable in the subject? 5  4  3  2  1  N/A

Does the instructor clearly explain the course requirements? 5  4  3  2  1  N/A

Does the instructor clearly explain how you earn your grade? 5  4  3  2  1  N/A

Does the instructor explain assignment and test expectations? 5  4  3  2  1  N/A

Does the instructor respond to your questions? Yes  No

Is the response to your questions timely? 5  4  3  2  1  N/A

Does the instructor answer your questions in sufficient detail? 5  4  3  2  1  N/A

Are your tests and/or homework returned promptly? 5  4  3  2  1  N/A

Does the instructor material adequately supplement the text? 5  4  3  2  1  N/A

Are the instructor's tests fair? Yes  No

Does the correspondence packet adequately replace classroom instruction? Yes  No

Would you take another class from this instructor? Yes  No

How often do receive communications from the instructor?

At least once every week  Rarely

Once a month  Not at all

Every other month

Are the instructor's standards Too High  OK  Too Low

Approved LCFA/LCCD 2/8/2013

**Form A-4C Full-Time Instructional Faculty Student Survey-Correspondence**

**Written Comments About the Instructor:**

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**Please describe what you think this instructor does well that helps you learn:**

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**Please provide suggestions that this instructor could implement to help you learn better:**

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**Correspondence Delivery:**

- Did you receive your correspondence packet in a timely manner? Yes  No
- Did you receive other communications in a timely manner? Yes  No
- Is it clear how to communicate with your instructor? Yes  No
- Would you take another correspondence class? Yes  No

**Written Comments About Correspondence Delivery Method:**

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**A Word About You**

I expect to receive the following in this class A  B  C  D  F

I send questions to the instructor:

- |                          |                          |                   |                          |
|--------------------------|--------------------------|-------------------|--------------------------|
| At least once every week | <input type="checkbox"/> | Every other month | <input type="checkbox"/> |
| Once a month             | <input type="checkbox"/> | Occasionally      | <input type="checkbox"/> |
|                          |                          | Never             | <input type="checkbox"/> |

**Form A-4N Full-Time Instructional Faculty Student Survey – Online**

**LASSEN COMMUNITY COLLEGE**

**FULL-TIME INSTRUCTIONAL FACULTY  
STUDENT SURVEY - ONLINE**

**TO THE STUDENT:**

You are being asked to complete a brief evaluation of the instructor and class listed below. Please spend a few minutes filling out the form. We would especially appreciate the addition of appropriate comments to help us to assist you and provide you with the best education possible. Please return e-mailed form directly to [LCCAcademicsservices@lassencollege.edu](mailto:LCCAcademicsservices@lassencollege.edu) and NOT your instructor.

**NAME OF COURSE:** \_\_\_\_\_ **COURSE NUMBER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_ **INSTRUCTOR:** \_\_\_\_\_

PLEASE CHECK ONE BOX ONLY FOR EACH QUESTION

**Rate each item on the following scale:**

**5 =Superior**

**4 =More than Satisfactory**

**3 = Satisfactory**

**2 =Needs Improvement**

**1 =Unsatisfactory**

**N/A =Not Applicable**

**Instructor:**

Does the instructor seem knowledgeable in the subject? 5  4  3  2  1  N/A

Does the instructor clearly explain the course requirements? 5  4  3  2  1  N/A

Does the instructor clearly explain how you earn your grade? 5  4  3  2  1  N/A

Does the instructor explain assignment and test expectations? 5  4  3  2  1  N/A

Does the instructor respond to your questions? Yes  No

Is the response to your questions timely? 5  4  3  2  1  N/A

Does the instructor answer your questions in sufficient detail? 5  4  3  2  1  N/A

Are your tests and/or homework evaluated promptly? 5  4  3  2  1  N/A

Does the instructor material adequately supplement the text? 5  4  3  2  1  N/A

Does the instructor allow sufficient time to complete assignments and tests? Yes  No

Are the instructor's tests fair? Yes  No

Does the online experience adequately replace classroom instruction? Yes  No

Would you take another class from this instructor? Yes  No

Are the instructor's standards Too High  OK  Too Low

**Written Comments About the Instructor:**

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**Please describe what you think this instructor does well that helps you learn:**

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**Form A-4N Full-Time Instructional Faculty Student Survey – Online**

**Please provide suggestions that this instructor could implement to help you learn better:**

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**Online Delivery:**

- Were you able to access your online course in a timely manner? Yes  No
- Did you receive communications in a timely manner? Yes  No
- Are the instructions to navigate this online course clear? Yes  No
- Would you take another online class? Yes  No

**Written Comments About Online Delivery Method:**

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**A Word About You**

I expect to receive the following in this class A  B  C  D  F

I am online:

- More than four time a week  Four time a week
- Less than four times a week  Rarely

**Form B Adjunct Instructional Faculty Evaluation Certificate of Completion/Recommendation**

**LASSEN COMMUNITY COLLEGE**

Adjunct Instructional Faculty Evaluation  
Certification of Completion/Recommendation

Faculty Member: \_\_\_\_\_

**CHECKLIST OF ACTIVITIES:**

**DATE COMPLETED:**

Notice sent to faculty by 3 <sup>rd</sup> week of semester	_____
Pre-evaluation conference 5 <sup>th</sup> /10 <sup>th</sup> week of semester	_____
Review of Class materials/Self-evaluation	_____
Classroom visits 5 <sup>th</sup> /12 <sup>th</sup> week of semester	_____
Student Evaluation Summary	_____
Post-evaluation conference prior to finals week	_____

**Final Evaluation:**

Superior  More than Satisfactory  Satisfactory  Needs Improvement  Unsatisfactory

**Recommendation:**

Continuation in adjunct faculty pool  Removal from adjunct faculty pool

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SIGNATURES:**

\_\_\_\_\_ **ADMINISTRATOR** \_\_\_\_\_ **DATE**

\_\_\_\_\_ **FACULTY MEMBER\*** \_\_\_\_\_ **DATE**

\*Faculty signature indicates participation in, not necessarily concurrence with, this evaluation. The faculty has the option to comment regarding any portions of the evaluation report.

**Form B-1 Adjunct Instructional Faculty Self-Evaluation including Professional Responsibilities**

**LASSEN COMMUNITY COLLEGE**

**ADJUNCT INSTRUCTIONAL FACULTY  
SELF-EVALUATION including PROFESSIONAL RESPONSIBILITES**

**1. Class Organization:**

Discuss your typical coursework organization. Comments may include, but are not limited to, lecture style, preferred type of class (lecture, laboratory or one-on-one), descriptions of kinds of assignments and tests you use, type of grader (hard or easy), techniques and strategies attempted that worked well or failed, major strengths or weaknesses as an instructor.

**2. Effects on Students:**

Describe the effect you believe your instruction has on students. Comments may include but are not limited to, kind of students who respond well or poorly to your efforts and special efforts made to assist the more difficult to reach students.

**3. College District Activities:**

Comments to include, but not limited to participation in student learning outcome assessments, meeting all required deadlines for SLO's, grade submissions, record keeping (such as census submission), and Canvas shell.

**4. Provide a written evaluation/assessment or the level/degree to which you successfully addressed the recommendations stated in your previous evaluation (if applicable).**

**5. Other Related Information:**

List any other information you wish to include in your evaluation. Comments may include but are not limited to the following: classes taken, conferences, workshops, seminars, professional training, any professional readings or informal learning experiences such as concerts, exhibits performance and site visits, college committees on which you now serve or have recently served (include how often they met, offices held, and accomplishments of the committee), publications, special assignment(s), performances given, exhibits presented, conferences attended, professional positions, honors earned, educational material developed, or educational methods improved, or plans you have for future development as a professional.

**Form B-2 Adjunct Instructional Faculty Materials Review**

**LASSEN COMMUNITY COLLEGE**

**ADJUNCT INSTRUCTIONAL FACULTY MATERIALS REVIEW**

**NAME OF COURSE:** \_\_\_\_\_ **COURSE NUMBER:** \_\_\_\_\_

**INSTRUCTOR:** \_\_\_\_\_

**1. SYLLABUS COMPARED TO COURSE OUTLINE (course description, text, student learning outcomes, methods of evaluation)**

**Comments:**

\_\_\_\_\_  
\_\_\_\_\_

**2. EXAMS/QUIZZES (inclusion of final exam for lecture courses, appropriate level of required writing in transfer level courses)**

**Comments:**

\_\_\_\_\_  
\_\_\_\_\_

**3. MATERIALS (Handouts, technology use in class, correspondence packet review, etc), if available**

**Comments:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4. SELF-EVALUATION including PROFESSIONAL RESPONSIBILITIES (Discuss professional responsibilities beyond classroom instruction i.e. student learning outcome assessments, etc.)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Form B-2 Adjunct Instructional Faculty Materials Review**

**5. COMMENDATIONS AND RECOMMENDATIONS:**

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**6. EVALUATOR’S OVERALL RECOMMENDATION:**

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**EVALUATOR’S SIGNATURE:** \_\_\_\_\_

**This form may be completed in electronic format and the resultant hard copy submitted for inclusion with the other evaluation materials.**

**Form B-3 Adjunct Instructional Faculty Classroom Visitation**

**LASSEN COMMUNITY COLLEGE**

**ADJUNCT INSTRUCTIONAL FACULTY  
CLASSROOM VISITATION**

*(NOT for correspondence or online evaluations)*

**Faculty Member:** \_\_\_\_\_ **Semester/Year:** \_\_\_\_\_

**Discipline:** \_\_\_\_\_ **Date of Visitation:** \_\_\_\_\_

**Course:** \_\_\_\_\_

**Number of student enrolled:** \_\_\_\_\_ **Number of students in attendance:** \_\_\_\_\_

**Rate each item on the following scale:**

**5 =Superior 4 =More than Satisfactory 3 = Satisfactory 2 =Needs Improvement 1 =Unsatisfactory**  
**N/A =Not Applicable to this faculty member.**

1. The faculty member appeared knowledgeable in his/her subject area. 5  4  3  2  1  N/A
2. The faculty member was enthusiastic about his/her subject. 5  4  3  2  1  N/A
3. The faculty member was able to explain and clarify difficult aspects of the subject. 5  4  3  2  1  N/A
4. The faculty member was organized and well prepared. 5  4  3  2  1  N/A
5. The faculty member used appropriate and effective methods. 5  4  3  2  1  N/A
6. The faculty member stimulated student participation in discussions when appropriate. 5  4  3  2  1  N/A
7. The faculty member was respectful of student's opinions. 5  4  3  2  1  N/A
8. Overall assessment of workstation visitation. 5  4  3  2  1  N/A

**Written comments must be provided:**

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**EVALUATOR'S SIGNATURE:** \_\_\_\_\_

**This form may be completed in electronic format and the resultant hard copy submitted for inclusion with the other evaluation materials.**

**Form B-3C Adjunct Instructional Faculty Correspondence Packet Review**

**LASSEN COMMUNITY COLLEGE**  
**ADJUNCT INSTRUCTIONAL FACULTY**  
**CORRESPONDENCE PACKET REVIEW**

**Faculty Member:** \_\_\_\_\_ **Semester/Year:** \_\_\_\_\_

**Course Number/Title:** \_\_\_\_\_

**Date of Packet Review:** \_\_\_\_\_

**Syllabus:**

- \* 1.  YES  NO Course Number and Title (example-ENGL 1 – College Composition)
- \* 2.  YES  NO Course Description
- \* 3a.  YES  NO **Community Students:** Instructor’s Name and Contact Information including email address.
- \* 3b.  YES  NO **Incarcerated Students:** Correspondence Office Contact Information:  
Correspondence Office, P.O. Box 3000, Susanville, CA 96130 – *no instructor email or phone and instructions include:*
  - *“Instructor last name and course number placed in upper left corner of envelope*
  - *Student’s name, Correctional Institution, incarcerated number and housing unit placed in upper right corner of envelope*
- \* 4.  YES  NO Grading Requirements (Method of Evaluation – Grading Criteria/Scale)
- \* 5.  YES  NO Course Student Learning Outcomes
- \* 6.  YES  NO Minimum of six (6) opportunities for questions, responses, progress reports, feedback between instructor and student
- 7.  YES  NO Request proctored exams or other specific means to match students with their work
- \* 8.  YES  NO Course Syllabus matches Course Outline approved by the Curriculum Committee
- \* 9.  YES  NO Course Timeline/Calendar including a timeline of all readings, assignments and due dates
- \*10.  YES  NO Key dates: Specific Last Day to Add/Drop
- \*11.  YES  NO Current Semester/Year
- \*12.  YES  NO Textbook Requirements (including ISBN and Edition)

**Course Content:**

- \*13.  YES  NO Lecture Notes
- \*14.  YES  NO Feedback sheets – Q and A feedback

Approved LCFA/LCCD 2/8/2013

**Form B-3C Adjunct Instructional Faculty Correspondence Packet Review**

- \*15.     YES  NO    Appropriate replacement of in-class assignments/exercises
- \*16.     YES  NO    Appropriate number and rigor of exams and other methods of evaluation
- \*17.     YES  NO    Course is the equivalent of the face-to-face, on-campus course (e.g., for 3 unit class –packet replaced 51 hours of classroom time and 102 hours of outside time with an equal amount of time and work)

**Commendations:**

**Recommendations:**

**Overall Recommendation:**

**Evaluated by:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**\*Required**

**References: Faculty Handbook (Approved by Academic Senate June 6, 2012) and Correspondence Handbook (Approved by Academic Senate June 6, 2012)**

**Form B-3N Adjunct Instructional Faculty Online Site Visit**

**LASSEN COMMUNITY COLLEGE**  
**ADJUNCT INSTRUCTIONAL FACULTY**  
**ONLINE SITE VISIT**

**Faculty Member:** \_\_\_\_\_ **Semester/Year:** \_\_\_\_\_

**Course Number/Title:** \_\_\_\_\_

**Date of Online Visit:** \_\_\_\_\_

**Syllabus:**

1.  YES  NO Course Number and Title (example-ENGL 1 – College Composition)
2.  YES  NO Course Description
3.  YES  NO Instructor’s Name and Contact Information including office hours and email address.
4.  YES  NO Grading Requirements (Method of Evaluation – Grading Criteria/Scale)
5.  YES  NO Course Student Learning Outcomes
6.  YES  NO Instructors plan for classroom response time and feedback for emails and assignments is clearly explained.
7.  YES  NO Etiquette expectations for online discussions, email, and other forms of communication are stated clearly.
8.  YES  NO Course Syllabus matches approved Course Outline of Record
9.  YES  NO Course Timeline/Calendar including a timeline of all readings, assignments and due dates
10.  YES  NO Key dates: Specific Last Day to Add/Drop
11.  YES  NO Current Semester/Year
12.  YES  NO Textbook Requirements (including ISBN and Edition)

**Course Content:**

13.  YES  NO Lecture Material
14.  YES  NO Class is arranged in weekly sections
15.  YES  NO Appropriate replacement of in-class assignments/exercises with clear instructions on how to use each icon.
16.  YES  NO Appropriate number and rigor of exams and other methods of evaluation
17.  YES  NO Course is the equivalent of the face-to-face, on-campus course (e.g., for 3 unit class online curriculum replaced 51 hours of classroom time and 102 hours of outside time with an equal amount of time and work)

18.     YES  NO    Introduction Forum where students introduce themselves

19.     YES  NO    Forums where students can interact throughout the semester

**Commendations:**

**Recommendations:**

**Overall Recommendation:**

**Evaluated by:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**References: Faculty Handbook (Approved by Academic Senate June 6, 2012) and Handbook for Online Instructors (Approved by Academic Senate September 25, 2012)**

**Form B-4 Adjunct Instructional Faculty Student Survey-Classroom**

**LASSEN COMMUNITY COLLEGE**

**ADJUNCT INSTRUCTIONAL FACULTY  
STUDENT SURVEY-CLASSROOM**

**TO THE STUDENT:**

**You are being asked to complete a brief evaluation of the instructor listed below. Please spend a few minutes filling out the form and return it to the person who gave it to you.**

**NAME OF COURSE:** \_\_\_\_\_ **COURSE NUMBER:** \_\_\_\_\_

**DATE OF CLASS EVALUATION:** \_\_\_\_\_ **INSTRUCTOR:** \_\_\_\_\_

PLEASE CHECK ONE BOX ONLY FOR EACH QUESTION

**Rate each item on the following scale:**

**5 =Superior**

**4 =More than Satisfactory**

**3 = Satisfactory**

**2 =Needs Improvement**

**1 =Unsatisfactory**

**N/A =Not Applicable**

Clearly explained course requirements 5  4  3  2  1

Clearly explained how you earn your grade 5  4  3  2  1

Seems knowledgeable in the subject 5  4  3  2  1

Is well prepared for class 5  4  3  2  1

Is punctual in meeting and dismissing class 5  4  3  2  1

Presents lessons in a clear and organized manner 5  4  3  2  1

Displays enthusiasm in teaching the course 5  4  3  2  1

Motivates interest in the subject area 5  4  3  2  1

Encourages students to participate in class 5  4  3  2  1

Accepts different points of view 5  4  3  2  1

Gives tests that relate to the materials presented and assigned 5  4  3  2  1

Returns tests, assignments and written work promptly 5  4  3  2  1

Gives helpful feedback on assignments and written work 5  4  3  2  1

Is willing to assist individual students 5  4  3  2  1

Is flexible and willing to change explanations when students are having difficulty 5  4  3  2  1

Uses required textbook(s) Yes  No

Does the instructor provide beneficial supplemental materials? Yes  No

Does the instructor make clear where you can seek help? Yes  No

Approved LCFA/LCCD 2/8/2013

**Form B-4 Adjunct Instructional Faculty Student Survey-Classroom**

Is this instructor meeting your learning needs? Yes  No   
Would you take another class from this instructor? Yes  No   
Are the instructor's tests fair? Yes  No

Are the instructor's standards Too High  OK  Too Low

Does the instructor relate well to students? All  Most  Few

**Additional Written Comments:**

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**Please describe what you think this instructor does well that helps you learn:**

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---

**Please provide suggestions that this instructor could implement to help you learn better:**

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**A Word About You**

I expect to receive the following in this class A  B  C  D  F

So far this semester I have missed:

No meetings of this class  Two to five meetings of this class   
One class meeting  More than five class meetings

I send questions to the instructor:

At least once every week  Every other month   
Once a month  Occasionally   
Never



**Form B-4C Adjunct Instructional Faculty Student Survey-Correspondence**

**LASSEN COMMUNITY COLLEGE**  
**ADJUNCT INSTRUCTIONAL FACULTY**  
**STUDENT SURVEY- CORRESPONDENCE**

**TO THE STUDENT:**

You are being asked to complete a brief evaluation of the instructor and class listed below. Please spend a few minutes filling out the form. We would especially appreciate the addition of appropriate comments to help us to assist you and provide you with the best education possible. Please return form directly to

**Lassen Community College**  
**Attention: Office of Instruction**  
**P.O. Box 3000**  
**Susanville, CA 96130**

**NAME OF COURSE:** \_\_\_\_\_ **COURSE NUMBER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_ **INSTRUCTOR:** \_\_\_\_\_

PLEASE CHECK ONE BOX ONLY FOR EACH QUESTION

**Rate each item on the following scale:**

**5 =Superior**

**4 =More than Satisfactory**

**3 = Satisfactory**

**2 =Needs Improvement**

**1 =Unsatisfactory**

**N/A =Not Applicable**

**Instructor:**

Does the instructor seem knowledgeable in the subject? 5  4  3  2  1  N/A

Does the instructor clearly explain the course requirements? 5  4  3  2  1  N/A

Does the instructor clearly explain how you earn your grade? 5  4  3  2  1  N/A

Does the instructor explain assignment and test expectations? 5  4  3  2  1  N/A

Does the instructor respond to your questions? Yes  No

Is the response to your questions timely? 5  4  3  2  1  N/A

Does the instructor answer your questions in sufficient detail? 5  4  3  2  1  N/A

Are your tests and/or homework returned promptly? 5  4  3  2  1  N/A

Does the instructor material adequately supplement the text? 5  4  3  2  1  N/A

Are the instructor's tests fair? Yes  No

Does the correspondence packet adequately replace classroom instruction? Yes  No

Would you take another class from this instructor? Yes  No

How often do receive communications from the instructor?

At least once every week  Rarely

Once a month  Not at all

Every other month

Are the instructor's standards Too High  OK  Too Low

Approved LCFA/LCCD 2/8/2013

**Form B-4C Adjunct Instructional Faculty Student Survey-Correspondence**

**Written Comments About the Instructor:**

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**Please describe what you think this instructor does well that helps you learn:**

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**Please provide suggestions that this instructor could implement to help you learn better:**

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**Correspondence Delivery:**

- Did you receive your correspondence packet in a timely manner? Yes  No
- Did you receive other communications in a timely manner? Yes  No
- Is it clear how to communicate with your instructor? Yes  No
- Would you take another correspondence class? Yes  No

**Written Comments About Correspondence Delivery Method:**

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**A Word About You**

I expect to receive the following in this class A  B  C  D  F

I send questions to the instructor:

- |                          |                          |                   |                          |
|--------------------------|--------------------------|-------------------|--------------------------|
| At least once every week | <input type="checkbox"/> | Every other month | <input type="checkbox"/> |
| Once a month             | <input type="checkbox"/> | Occasionally      | <input type="checkbox"/> |
|                          |                          | Never             | <input type="checkbox"/> |

**Form B-4N Adjunct Instructional Faculty Student Survey - Online**

**LASSEN COMMUNITY COLLEGE**

**ADJUNCT INSTRUCTIONAL FACULTY  
STUDENT SURVEY - ONLINE**

**TO THE STUDENT:**

You are being asked to complete a brief evaluation of the instructor and class listed below. Please spend a few minutes filling out the form. We would especially appreciate the addition of appropriate comments to help us to assist you and provide you with the best education possible. Please return e-mailed form directly to [LCCAcademicsservices@lassencollege.edu](mailto:LCCAcademicsservices@lassencollege.edu) and NOT your instructor.

**NAME OF COURSE:** \_\_\_\_\_ **COURSE NUMBER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_ **INSTRUCTOR:** \_\_\_\_\_

PLEASE CHECK ONE BOX ONLY FOR EACH QUESTION

**Rate each item on the following scale:**

- |                                  |                             |
|----------------------------------|-----------------------------|
| <b>5 =Superior</b>               | <b>2 =Needs Improvement</b> |
| <b>4 =More than Satisfactory</b> | <b>1 =Unsatisfactory</b>    |
| <b>3 = Satisfactory</b>          | <b>N/A =Not Applicable</b>  |

**Instructor:**

- |   |                            |                            |                            |                            |                            |                              |
|---|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|------------------------------|
| Does the instructor seem knowledgeable in the subject?        | 5 <input type="checkbox"/> | 4 <input type="checkbox"/> | 3 <input type="checkbox"/> | 2 <input type="checkbox"/> | 1 <input type="checkbox"/> | N/A <input type="checkbox"/> |
| Does the instructor clearly explain the course requirements?  | 5 <input type="checkbox"/> | 4 <input type="checkbox"/> | 3 <input type="checkbox"/> | 2 <input type="checkbox"/> | 1 <input type="checkbox"/> | N/A <input type="checkbox"/> |
| Does the instructor clearly explain how you earn your grade?  | 5 <input type="checkbox"/> | 4 <input type="checkbox"/> | 3 <input type="checkbox"/> | 2 <input type="checkbox"/> | 1 <input type="checkbox"/> | N/A <input type="checkbox"/> |
| Does the instructor explain assignment and test expectations? | 5 <input type="checkbox"/> | 4 <input type="checkbox"/> | 3 <input type="checkbox"/> | 2 <input type="checkbox"/> | 1 <input type="checkbox"/> | N/A <input type="checkbox"/> |

- |  |  |                            |                            |                            |                            |                              |
|--|--|----------------------------|----------------------------|----------------------------|----------------------------|------------------------------|
| Does the instructor respond to your questions? | Yes <input type="checkbox"/> No <input type="checkbox"/> |                            |                            |                            |                            |                              |
| Is the response to your questions timely?      | 5 <input type="checkbox"/>                               | 4 <input type="checkbox"/> | 3 <input type="checkbox"/> | 2 <input type="checkbox"/> | 1 <input type="checkbox"/> | N/A <input type="checkbox"/> |

- |  |  |                            |                            |                            |                            |                              |
|--|--|----------------------------|----------------------------|----------------------------|----------------------------|------------------------------|
| Does the instructor answer your questions in sufficient detail?              | 5 <input type="checkbox"/>                               | 4 <input type="checkbox"/> | 3 <input type="checkbox"/> | 2 <input type="checkbox"/> | 1 <input type="checkbox"/> | N/A <input type="checkbox"/> |
| Are your tests and/or homework evaluated promptly?                           | 5 <input type="checkbox"/>                               | 4 <input type="checkbox"/> | 3 <input type="checkbox"/> | 2 <input type="checkbox"/> | 1 <input type="checkbox"/> | N/A <input type="checkbox"/> |
| Does the instructor material adequately supplement the text?                 | 5 <input type="checkbox"/>                               | 4 <input type="checkbox"/> | 3 <input type="checkbox"/> | 2 <input type="checkbox"/> | 1 <input type="checkbox"/> | N/A <input type="checkbox"/> |
| Does the instructor allow sufficient time to complete assignments and tests? | Yes <input type="checkbox"/> No <input type="checkbox"/> |                            |                            |                            |                            |                              |
| Are the instructor's tests fair?   | Yes <input type="checkbox"/> No <input type="checkbox"/> |                            |                            |                            |                            |                              |
| Does the online experience adequately replace classroom instruction?         | Yes <input type="checkbox"/> No <input type="checkbox"/> |                            |                            |                            |                            |                              |
| Would you take another class from this instructor?                           | Yes <input type="checkbox"/> No <input type="checkbox"/> |                            |                            |                            |                            |                              |

Are the instructor's standards Too High  OK  Too Low

**Written comments about the Instructor:**

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**Please describe what you think this instructor does well that helps you learn:**

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Approved LCFA/LCCD 2/12/2013

**Form B-4N Adjunct Instructional Faculty Student Survey - Online**

Please provide suggestions that this instructor could implement to help you learn better:

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**Online Delivery:**

- Were you able to access your online course in a timely manner? Yes  No
- Did you receive communications in a timely manner? Yes  No
- Are the instructions to navigate this online course clear? Yes  No
- Would you take another online class? Yes  No

**Written Comments About Online Delivery Method:**

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**A Word About You**

I expect to receive the following in this class A  B  C  D  F

- I am online:
- More than four time a week
- Less than four times a week
- Four time a week
- Rarely

**Form C Full-Time Non-Instructional Faculty Evaluation Certificate of Completion/Recommendation**

**LASSEN COMMUNITY COLLEGE**

Full-Time Non-instructional Faculty Evaluation  
Certification of Completion/Recommendation

Faculty Member: \_\_\_\_\_

Faculty Member Assignment or Designation: \_\_\_\_\_

**CHECKLIST OF ACTIVITIES:**

**DATE COMPLETED:**

Notice sent to faculty by 3<sup>rd</sup> week of semester \_\_\_\_\_

Pre-evaluation conference 5<sup>th</sup>/10<sup>th</sup> week of semester \_\_\_\_\_

Review of Self-Evaluation/Interview \_\_\_\_\_

Student Evaluation Summary \_\_\_\_\_

Post-evaluation conference prior the end of the semester \_\_\_\_\_

**Final Evaluation:**

Superior  More than satisfactory  Satisfactory  Needs Improvement  Unsatisfactory

**Recommendation for non-tenured probationary faculty (Based on Article 6.11, Sections 6.11.1 through 6.11.4 and Article 6.12):**

Award 2<sup>nd</sup> Contract  Award 3<sup>rd</sup> Contract  Continue Contract  Grant Tenure  Termination

\_\_\_\_\_  
\_\_\_\_\_

Attach additional sheet[s] as necessary. Each sheet shall bear the same four signatures as this cover sheet.

**SIGNATURES:**

\_\_\_\_\_  
**ADMINISTRATOR** **DATE**

\_\_\_\_\_  
**PEER EVALUATOR** **DATE**

\_\_\_\_\_  
**PEER EVALUATOR** **DATE**

\_\_\_\_\_  
**FACULTY MEMBER\*** **DATE**

\* Faculty signature indicates participation in, not necessarily concurrence with, this evaluation. The faculty has the option to comment regarding any portions of the evaluation report.

Approved LCFA/LCCD 2/8/2013

**Form C-1 Full-Time Non-Instructional Faculty Self-Evaluation including Professional Responsibilities**

**LASSEN COMMUNITY COLLEGE**

**FULL-TIME NON-INSTRUCTIONAL FACULTY  
SELF-EVALUATION including PROFESSIONAL RESPONSIBILITIES**

**1. Organization:**

Discuss the major objectives of your position for the academic year. Include major elements of your job description and objectives for full-filling them.

**2. Effects on Students:**

Describe the effects you believe your position (counseling, Director of Academic Resources, etc) has on students. Comments may include but are not limited to, kind of students who respond well or poorly to your efforts and special efforts made to assist the more difficult to reach students.

**3. Planned efforts/objectives for improving professional competence**

Comments may include, but are not limited, to such areas as: classes taken, conferences, workshops, seminars, professional training, any professional readings or informal learning experiences such as concerts, exhibits performance and site visits.

**4. College District Activities:**

Comments will include, all items listed below, but are not limited to,; college committees on which you now serve or have recently served (include how often they met, offices held, and accomplishments of the committee), reassigned time responsibilities, division chair or academic senate responsibilities, fulfillment of flex and graduation commitments, peer evaluations performed, participation in and completion of program review and participation in administrative unit outcome assessments.

**5. Contribution to the Profession:**

Comments may include but are not limited to the following: publications, special assignment(s), performances given, exhibits presented, conferences attended, professional positions, honors earned, educational material developed, or educational methods improved.

**6. Future Professional Objectives:**

List any other plan you have for future development as a professional

**7. Provide a written evaluation/assessment** or the level/degree to which you successfully completed the planned efforts/objectives stated in the previous evaluation process (if applicable).

**Form C-2 Full-Time Non-Instructional Faculty Evaluation**

**LASSEN COMMUNITY COLLEGE**

**FULL-TIME NON-INSTRUCTIONAL FACULTY EVALUATION**

**Faculty Member:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Faculty Member Assignment or Designation:** \_\_\_\_\_

1. **SELF-EVALUATION including PROFESSIONAL RESPONSIBILITIES (Discuss professional responsibilities i.e. student learning outcome assessment, committee participation, program review participation, etc.)**

\_\_\_\_\_  
\_\_\_\_\_

2. **FACULTY MEMBER INTERVIEW (to be conducted in faculty member's work space):**

\_\_\_\_\_  
\_\_\_\_\_

3. **COMMENDATIONS AND RECOMMENDATIONS:**

\_\_\_\_\_  
\_\_\_\_\_

4. **EVALUATOR'S OVERALL RECOMMENDATION:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EVALUATOR'S SIGNATURE:** \_\_\_\_\_

**This form may be completed in electronic format and the resultant hard copy submitted for inclusion with the other evaluation materials.**

Approved LCFA/LCCD 2/8/2013

**Form C-4 Full-Time Non-Instructional Faculty Student Survey**

**LASSEN COMMUNITY COLLEGE**

**FULL-TIME NON-INSTRUCTIONAL FACULTY  
STUDENT SURVEY**

**TO THE STUDENT:**

You are being asked to complete a brief evaluation of the Counselor, Director of Academic Resources, Work Experience Coordinator or Special Coordinator listed below. Please spend a few minutes filling out the Survey and return it to the person noted below. The faculty member will not see your survey; the results of all student surveys will be compiled by an administrative assistant; those results will be given to the faculty member by the appropriate Educational Administrator.

**FACULTY MEMBER:** \_\_\_\_\_

**Faculty member Assignment or Designation:** \_\_\_\_\_

**RETURN THE COMPLETED SURVEY TO:** \_\_\_\_\_

PLEASE CHECK ONE BOX ONLY FOR EACH QUESTION

**Rate each item on the following scale:**

**5 =Superior**

**4 =More than Satisfactory**

**3 = Satisfactory**

**2 =Needs Improvement**

**1 =Unsatisfactory**

FOR COUNSELING FACULTY ONLY:

Identify the type of service you sought from this counselor:

Academic  Personal  Career  Vocational  Other Counseling

Were you able to access a counselor in a reasonable period of time? 5  4  3  2  1

The counselor explained the course options available for my needs. 5  4  3  2  1

The counselor prepared or revised my education plan . 5  4  3  2  1

The counselor satisfactorily answered my question[s]. 5  4  3  2  1

FOR ALL FACULTY (Including Counselors):

The faculty member made a sincere effort to answer your questions or to meet your stated needs. 5  4  3  2  1

The faculty member was courteous. 5  4  3  2  1

The faculty member displayed enthusiasm for me and my plans. 5  4  3  2  1

Would you return for further assistance from this faculty member? 5  4  3  2  1



**Form C-4 Full-Time Non-Instructional Faculty Student Survey**

Please provide any additional comments you deem appropriate that were not addressed by the above questions or statements:

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Your faculty member would like to know if there is something you believe he/she has done especially well in the delivery of services to you:

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Your faculty member would also like to know what specific thing you believe might be done to improve his/her delivery of services to you:

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**Form C-4.1 Full-Time Instructional Designer Faculty Survey**

**LASSEN COMMUNITY COLLEGE**

**FULL-TIME INSTRUCTIONAL DESIGNER FACULTY  
SURVEY**

**TO FACULTY:**

You are being asked to complete a brief evaluation of the Instructional Designer listed below. Please spend a few minutes filling out the Survey and return it to the person noted below. The faculty member will not see your survey; the results of all surveys will be compiled by an administrative assistant; those results will be given to the faculty member by the appropriate Educational Administrator.

**FACULTY MEMBER:** \_\_\_\_\_

**Faculty member Assignment or Designation:** \_\_\_\_\_

**RETURN THE COMPLETED SURVEY TO:** \_\_\_\_\_

PLEASE CHECK ONE BOX ONLY FOR EACH QUESTION

**Rate each item on the following scale:**

**5 =Superior**

**4 =More than Satisfactory**

**3 = Satisfactory**

**2 =Needs Improvement**

**1 =Unsatisfactory**

FOR INSTRUCTIONAL DESIGNER:

The faculty member made a sincere effort to answer your questions or to meet your stated needs. 5  4  3  2  1

The faculty member was able to help you in a timely manner. 5  4  3  2  1

The faculty member displayed knowledge in the field of Instructional Design. 5  4  3  2  1

Would you return for further assistance from this faculty member? 5  4  3  2  1

Rate your opinion of the effectiveness of the impact on student learning. 5  4  3  2  1

Approved LCFA/LCCD

**Form C-4.1 Full-Time Instructional Designer Faculty Survey**

Please provide any additional comments you deem appropriate that were not addressed by the above questions or statements:

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Your Instructional Designer would like to know if there is something you believe he/she has done especially well in the delivery of services to you:

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---

Your Instructional Designer would also like to know what specific thing you believe might be done to improve his/her delivery of services to you:

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**Form D Adjunct Non-instructional Faculty Evaluation Certificate of Completion/Recommendation**

**LASSEN COMMUNITY COLLEGE**

Adjunct Non-Instructional Faculty Evaluation  
Certification of Completion/Recommendation

**Faculty Member:** \_\_\_\_\_

**Faculty Member Assignment or Designation:** \_\_\_\_\_

**CHECKLIST OF ACTIVITIES:**

**DATE COMPLETED:**

Notice sent to faculty by 3<sup>rd</sup> week of semester \_\_\_\_\_

Pre-evaluation conference 5<sup>th</sup>/10<sup>th</sup> week of semester \_\_\_\_\_

Review of Self-Evaluation/Interview \_\_\_\_\_

Student Evaluation Summary \_\_\_\_\_

Post-evaluation conference prior the end of the semester \_\_\_\_\_

**Final Evaluation:**

Superior  More than Satisfactory  Satisfactory  Needs Improvement  Unsatisfactory

**Recommendation:**

Continuation in adjunct faculty pool  Removal from adjunct faculty pool

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SIGNATURES:**

\_\_\_\_\_  
**ADMINISTRATOR** **DATE**

\_\_\_\_\_  
**FACULTY MEMBER\*** **DATE**

\*Faculty signature indicates participation in, not necessarily concurrence with, this evaluation. The faculty has the option to comment regarding any portions of the evaluation report.

**Form D-1 Adjunct Non-Instructional Faculty Self-Evaluation including Professional Responsibilities**

**LASSEN COMMUNITY COLLEGE**

**ADJUNCT NON-INSTRUCTIONAL FACULTY  
SELF-EVALUATION including PROFESSIONAL RESPONSIBILITIES**

**1. Organization:**

Discuss the major objectives of your position for the academic year. Include major elements of your job description and objectives for full-filling them.

**2. Effects on Students:**

Describe the effect you believe your position (counseling, Director of Academic Resources, etc.) has on students. Comments may include but are not limited to, kind of students who respond well or poorly to your efforts and special efforts made to assist the more difficult to reach students.

**3. College District Activities:**

Comments to include, but are not limited to participation in student learning outcome assessments.

**4. Provide a written evaluation/assessment** or the level/degree to which you successfully addressed the recommendations stated in your previous evaluation (if applicable).

**5. Other Related Information:**

List any other information you wish to include in your evaluation. Comments may include but are not limited to the following: classes taken, conferences, workshops, seminars, professional training, any professional readings or informal learning experiences such as concerts, exhibits, performance and site visits, college committees on which you now serve or have recently served (include how often they met, offices held, and accomplishments of the committee), publications, special assignment(s), performances given, exhibits presented, conferences attended, professional positions, honors earned, educational material developed, or educational methods improved, or plans you have for future development as a professional.

**Form D-2 Adjunct Non-Instructional Faculty Evaluation**

**LASSEN COMMUNITY COLLEGE**

**ADJUNCT NON-INSTRUCTIONAL FACULTY EVALUATION**

**Faculty Member:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Faculty Member Assignment or Designation:** \_\_\_\_\_

- 1. SELF-EVALUATION including PROFESSIONAL RESPONSIBILITIES (Discuss professional responsibilities i.e. student learning outcome assessment, etc.)**

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- 2. FACULTY MEMBER INTERVIEW (to be conducted in faculty member's work space):**

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- 3. COMMENDATIONS AND RECOMMENDATIONS:**

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- 4. EVALUATOR'S OVERALL RECOMMENDATION:**

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**EVALUATOR'S SIGNATURE:** \_\_\_\_\_

**This form may be completed in electronic format and the resultant hard copy submitted for inclusion with the other evaluation materials.**

**Form D-4 Adjunct Non-Instructional Faculty Student Survey**

**LASSEN COMMUNITY COLLEGE**

**ADJUNCT NON-INSTRUCTIONAL FACULTY  
STUDENT SURVEY**

**TO THE STUDENT:**

You are being asked to complete a brief evaluation of the Counselor, Director of Academic Resources, Work Experience Coordinator or Special Coordinator listed below. Please spend a few minutes filling out the Survey and return it to the person noted below. The faculty member will not see your survey; the results of all student surveys will be compiled by an administrative assistant; those results will be give to the faculty member by the appropriate Educational Administrator.

**FACULTY MEMBER:** \_\_\_\_\_

**Faculty member Assignment or Designation:** \_\_\_\_\_

**RETURN THE COMPLETED SURVEY TO:** \_\_\_\_\_

PLEASE CHECK ONE BOX ONLY FOR EACH QUESTION

**Rate each item on the following scale:**

**5 =Superior**

**4 =More than Satisfactory**

**3 = Satisfactory**

**2 =Needs Improvement**

**1 =Unsatisfactory**

FOR COUNSELING FACULTY ONLY:

Identify the type of service you sought from this counselor:

Academic  Personal  Career  Vocational  Other Counseling

Were you able to access a counselor in a reasonable period of time? 5  4  3  2  1

The counselor explained the course options available for my needs. 5  4  3  2  1

The counselor prepared or revised my education plan. 5  4  3  2  1

The counselor satisfactorily answered my question[s]. 5  4  3  2  1

FOR ALL FACULTY (Including Counselors):

The faculty member made a sincere effort to answer your questions or to meet your stated needs. 5  4  3  2  1

The faculty member was courteous. 5  4  3  2  1

The faculty member displayed enthusiasm for me and my plans. 5  4  3  2  1

Would you return for further assistance from this faculty member? 5  4  3  2  1

**Form D-4 Adjunct Non-Instructional Faculty Student Survey**

Please provide any additional comments you deem appropriate that were not addressed by the above questions or statements:

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Your faculty member would like to know if there is something you believe he/she has done especially well in the delivery of services to you:

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Your faculty member would also like to know what specific thing you believe might be done to improve his/her delivery of services to you:

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**Appendix G**  
**Miscellaneous Forms**

Appendix G contains the Additional Assignment forms (AA-1), Accreditation Chair survey form (AC-1), Division Chair survey form (DC-1), Lead Counselor survey form (LC-1), and other miscellaneous forms.

**Form AA-1 Additional Assignment Evaluation Form**

**LASSEN COMMUNITY COLLEGE**

**ADDITIONAL ASSIGNMENT EVALUATION  
Certification of Completion & Recommendation**

**Faculty Member:** \_\_\_\_\_

**Additional Assignment:** \_\_\_\_\_

**CHECKLIST OF ACTIVITIES:**

**DATE COMPLETED:**  
**\_(Deadline April 30)**

Surveys requests sent \_\_\_\_\_

Surveys returned and summarized \_\_\_\_\_

Evaluation meeting \_\_\_\_\_

**Final Evaluation:**

Superior  More than Satisfactory  Satisfactory  Needs Improvement  Unsatisfactory

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Attach additional sheet[s] as necessary. Each sheet shall bear the same four signatures as this cover sheet.**

**SIGNATURES:**

\_\_\_\_\_  
**Administrator** **Date**

\_\_\_\_\_  
**Peer Evaluator** **Date**

\_\_\_\_\_  
**Peer Evaluator** **Date**

\_\_\_\_\_  
**Faculty Member\*** **Date**

\*Faculty signature indicates participation in, not necessarily concurrence with, this evaluation. The faculty has the option to comment regarding any portions of the evaluation report.

**Form AC-1 Accreditation Chair Survey (electronic delivery)**

**LASSEN COMMUNITY COLLEGE**

**ACCREDITATION CHAIR EVALUATION SURVEY**

**TO: Consultation Council/Accreditation Steering Committee Members**

**You are being asked to complete this brief evaluation of the Accreditation Chair. Please spend a few minutes filling out the survey.**

**ACCREDITATION CHAIR:** \_\_\_\_\_

PLEASE CHECK ONE BOX ONLY FOR EACH QUESTION

**Rate each item on the following scale:**

**5 =Superior**

**4 =More than Satisfactory**

**3 = Satisfactory**

**2 =Needs Improvement**

**1 =Unsatisfactory**

**N/A =Not Applicable**

Coordinated District activities related to the development of the accreditation self-study, midterm report, and follow-up reports? 5  4  3  2  1

Provided direction to the committees responsible for activities related to accreditation? 5  4  3  2  1

Developed accreditation activities that need to be accomplished for the academic year? 5  4  3  2  1

Developed timelines for accreditation activities for the academic year? 5  4  3  2  1

Monitored District activities and compliance with commission recommendations? 5  4  3  2  1

Attended all meetings related to the accreditation process (Board of Trustee meetings, Academic Senate, CSEA, LCFA, Management Group, ASB, Administration, Consultation Council, etc.) 5  4  3  2  1

What is your overall rating of the Accreditation Chair 5  4  3  2  1

**Additional Written Comments:**

Please describe what you think the Accreditation Chair did well this year:

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Please provide suggestions that the Accreditation Chair could do better:

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**Form DC-1 Division Chair Survey (electronic delivery)**

**LASSEN COMMUNITY COLLEGE**

**DIVISION CHAIR EVALUATION SURVEY**

**TO: All Faculty**

**You are being asked to complete this brief evaluation of your Division Chair. Please spend a few minutes filling out the survey.**

**NAME OF DIVISION:** \_\_\_\_\_

**DIVISION CHAIR:** \_\_\_\_\_

**PLEASE CHECK ONE BOX ONLY FOR EACH QUESTION**

**Rate each item on the following scale:**

**5 =Superior**

**4 =More than Satisfactory**

**3 = Satisfactory**

**2 =Needs Improvement**

**1 =Unsatisfactory**

**N/A =Not Applicable**

Appropriately schedule your classes? 5  4  3  2  1

Appropriately schedule the Division classes? 5  4  3  2  1

Hold Division meetings once a month? 5  4  3  2  1

Communicate Administration's plans to you adequately? 5  4  3  2  1

Communicate your needs to the Administration adequately? 5  4  3  2  1

Please provide your overall rating of your Division Chair 5  4  3  2  1

Additional Written Comments:

Please describe what you think this Division Chair did well this year:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please provide suggestions that this Division Chair could do better:

\_\_\_\_\_  
\_\_\_\_\_

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**Form LC-1 Lead Counselor Survey (electronic delivery)**

**LASSEN COMMUNITY COLLEGE**

**LEAD COUNSELOR EVALUATION SURVEY**

**TO: Counseling Faculty and Staff, Division Chairs, Office of Instruction personnel**

**You are being asked to complete this brief evaluation of your Lead Counselor. Please spend a few minutes filling out the survey.**

**LEAD COUNSELOR:** \_\_\_\_\_

**PLEASE CHECK ONE BOX ONLY FOR EACH QUESTION**

**Rate each item on the following scale:**

**5 =Superior**

**4 =More than Satisfactory**

**3 = Satisfactory**

**2 =Needs Improvement**

**1 =Unsatisfactory**

**N/A =Not Applicable**

Provided oversight to the District counseling program by preparing agendas and related materials for weekly counselor meetings? 5  4  3  2  1

Served as the liaison between the counselors and the appropriate Educational Administrator? 5  4  3  2  1

Worked with the Division Chairs and the Office of Instruction on course scheduling issues? 5  4  3  2  1

Supervised the classified staff and student workers as appropriate to the assignment? 5  4  3  2  1

Coordinated and scheduled the full time and adjunct counselor schedules appropriately? 5  4  3  2  1

**Additional Written Comments:**

**Please describe what you think the Lead Counselor did well this year:**

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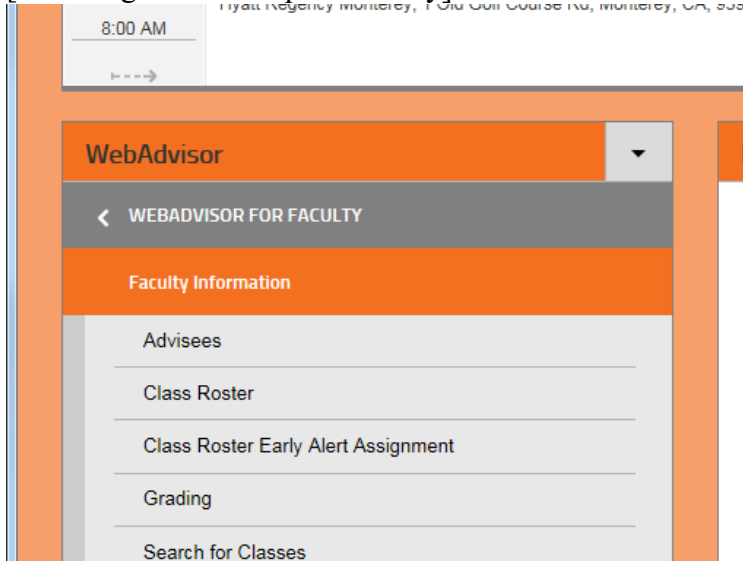
**Please provide suggestions that the Lead Counselor could do better:**

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[Lead Page Here – Alphabetically]



### Class Roster Early Alert Assignment

Section Name and Title	Term	Start Date	End Date	Meeting Information	Location	Reg/Avail/Wait
<a href="#">MATH-103-M3533 (3533) Elementary Algebra</a>	2017 Spring	01/17/17	05/26/17	01/17/2017-05/26/2017 Lecture Monday, Wednesday 01:00PM - 02:15PM, Math Science Bldg, Room 121 01/17/2017-05/26/2017 Lab Tuesday, Thursday 01:00PM - 02:15PM, Math Science Bldg, Room 121	Main Campus	11 / 13 / 0

OR: Select a term or date range to change your class list Term  Start Date  End Date

**SUBMIT**

Course Name and Title	Instructor	Meeting Information	Reg/Avail/Wait
MATH-103-M3533 (3533) Elementary Algebra	R. Stevenson, R. Stevenson, D. Corley, D. Corley	01/17/2017-05/26/2017 Lecture Monday, Wednesday 01:00PM - 02:15PM, Math Science Bldg, Room 121 01/17/2017-05/26/2017 Lab Tuesday, Thursday 01:00PM - 02:15PM, Math Science Bldg, Room 121	11 / 13 / 0

[--Select a different course section](#)

Student	ID	RA	Attendance	Low Test Scores	Missed Assignments	Classroom Concern	Tutor Requested	Notes
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Security Access Messages  
None

**SUBMIT**

### Early Alert Counseling Form (To be included after completion)

**Appendix H  
Intellectual Property Rights**

**Lassen Community College District Policy**

**CCLC No. 3715**

**General Institution**

**BP 3715 INTELLECTUAL PROPERTY**

**References:**

17 U.S. Code Sections 101 et seq.;  
35 U.S. Code Sections 101 et seq.;  
37 Code of Federal Regulations (C.F.R.) Sections 1.1 et seq.;  
Education Code Section 32360;  
Education Code Section 32361;  
Education Code Section 72207;  
Education Code Section 81459.

The Governing Board recognizes that employees of the District may, in carrying out their professional responsibilities, develop intellectual property for use in the educational program. Under applicable law, the Lassen Community College District owns intellectual property created by employees within the scope of employment except as otherwise specified in the District's Board Approved Administrative Procedure No. 3715.

The Superintendent/President shall administer Administrative Procedure No. 3715 to fulfill this Board Policy.

**General Institution**

**AP 3715 INTELLECTUAL PROPERTY**

**References:**

17 U.S. Code Sections 101 et seq.;  
35 U.S. Code Sections 101 et seq.;  
37 Code of Federal Regulations (C.F.R.) 1.1 et seq.;  
Education Code Section 32360;  
Education Code Section 32361;  
Education Code Section 72207;  
Education Code Section 81459.

The intellectual property procedure shall be interpreted consistent with other District policies, including, but not limited to, the District’s policy on academic freedom and federal and state statutes and regulations. This procedure shall also be interpreted consistent with all collective bargaining agreements.

**Definitions**

For the purposes of this procedure, the following definitions apply to the following words or phrases:

“**Administrative Activity**” means the execution of the District’s management or administrative functions such as preparing budgets, policies, contracts, personnel management, printing course materials and catalogues, maintenance of computer data, long range planning, and keeping inventories of equipment. Teaching and academic endeavors are not administrative activities.

“**Course Materials**” means materials prepared for use in teaching, fixed or unfixed, in any form, including, but not limited to, digital, print, audio, visual, or any combination thereof. Course materials include, but are not limited to, lectures, lecture notes, and materials, syllabi, study guides, bibliographies, visual aids, images, diagrams, multimedia presentations, web-ready content, and educational software.



**“Course Syllabus”** means a document that includes information about the outline, standards for student evaluation, and additional information which reflects the academic work of the faculty member.

**“Creator”** means an individual who alone or as part of a group of other creators, invent, author, discover, or otherwise create intellectual property.

**“Digital Encoded Work”** means a work (on a bit-sequence) that can be stored on computer-readable media, manipulated by computers, and transmitted through data networks.

**“District Resources”** means all tangible resources including buildings, equipment, facilities, computers, software, personnel, and funding.

**“Employee”** means an individual employed by the District, and shall include full-time and adjunct faculty, classified staff, student employees, appointed personnel, persons with "no salary" appointments, and academic professionals, who develop intellectual property using District resources, unless there is an agreement providing otherwise.

**“Intellectual Property”** means works, products, processes, tangible research property, copyrightable subject matter, works of art, trade secrets, know how, inventions and other creations the ownership which are recognized and protected from unauthorized exploitation by law. Examples of intellectual property include scholarly, artistic, and instructional materials.

**“Student”** means an individual who was or is enrolled in a class or program at the District at the time the intellectual property was created.

**“Student Employee”** means a student who is paid by the District, and may include students participating in a work study program or who receive stipends while they are acting within the scope of their employment at the District at the time the intellectual property was created.

**“Substantial Use of District Resources”** means financial or technical support over and above the cost of the individual faculty’s normal compensation (regular and/or overload), and/or over and above the Ordinary Support provided to similarly situated faculty members by the District.

**“Ordinary Support”** means reasonable use of the following resources generally made available to similarly situated faculty members: common areas or assigned office space, office computer, local phone use, library use, technical support, and software packages generally made available to the community at large and/or to the faculty member for specific use in the normal course of their employment, and office supplies required for specific use in the normal course of faculty members’ employment.

**“Work”** means an “original work of authorship fixed in a tangible medium” as used in the Copyright Act.

## **Ownership of Intellectual Property**

The ownership rights to a creation at the District shall be determined generally as set forth below, unless ownership is modified by an agreement. (*See* Form A: Work Made For Hire Agreement and Form B: Contract under which Employee Keeps Copyright of the Work and Gives District a License to Use/Exploit Work).

**Faculty Intellectual Property Rights** – A faculty member who is the creator of an academic work in his/her field of expertise owns the copyright in that work when the academic works are created without Substantial Use of District Resources. Academic works include textbooks, lecture notes or presentations, correspondence course packets, on-line course content shells, media programs, audio and video materials, syllabi and other course materials, literary works, artistic works, musical works, architectural works and software produced with no more than Ordinary Support. Academic works described in this paragraph are owned by the faculty member even though such works may have been developed within the faculty member's scope of employment or modified by the District to meet academic adjustment needs of students as determined by the District to be reasonably required by law and/or District Policy.

**Employee Intellectual Property Rights** – Intellectual property unrelated to an individual's employment responsibilities at the District that is developed on an individual's own time without the District's support or use of District resources is the exclusive property of the creator and the District has no interest in any such property and holds no claim to any profits resulting from such intellectual property.

**District Intellectual Property Rights** – The District owns all other intellectual property, including but not limited to patentable inventions, such as computer software, created by its employees under the following circumstances:

1. If intellectual property is created through the District's administrative activities by an employee working within his/her scope of employment; or
2. If intellectual property is created by an employee executing a duty or specific assignment designated by the District; or
3. If intellectual property is created through the Substantial Use of District Resources; or
4. If intellectual property is commissioned by the District pursuant to a signed contract; or
5. If intellectual property is produced within one of the nine categories of works considered works for hire under copyright law pursuant to a written contract, or
6. If intellectual property is produced from research specifically supported by state or federal funds or third party sponsorship.

Where circumstances give rise to District intellectual property rights, as described above, the creator of the potential intellectual property will promptly disclose the intellectual property to the District. The District and the creator may enter into a written agreement whereby the creator executes documents assigning intellectual property rights to the District.

The Superintendent/President may waive the District's interests in its intellectual property by ~~executing a written waiver.~~

**Student Intellectual Property Rights** – District students who created a work are owners of and have intellectual property rights in that work. District students own the intellectual property rights in the following works created while they are students at the District:

1. Intellectual property created to meet course requirements using college or District resources, and
2. Intellectual property created using resources available to the public.

Intellectual property works created by students while acting as District employees shall be governed under provisions for employees.

### **Modification of Ownership Rights**

The general provisions for ownership of intellectual property rights set forth in Section II may be modified by the parties as follows:

**Sabbatical Works** – Generally, intellectual property created by District employees during a sabbatical is defined as an academic work. However, where a work to be created as part of an approved sabbatical plan requires resources beyond those normally provided to other employees during a sabbatical (substantial use District resources), the parties may enter into an written agreement to define the District and employee’s intellectual property rights in the sabbatical work.

**Assignment of Rights** – When the conditions outlined in the sections on employee intellectual property rights or student intellectual property are met, ownership will reside with the employee or student responsible for creating the intellectual property. In these circumstances, the creator may pursue intellectual property protection, marketing, and licensing activities without involving the District. If such a decision is made, the creator is entitled to all revenues received.

Any person may agree to assign some or all of his/her intellectual property rights to the District. In the event the creator offers to share or assign intellectual property rights in the creation to the District, the District may support and finance application for intellectual property protection (trademark, patent, or copyright) or it may enter into an agreement for other exploitation of the work, including management, development and commercialization of the property under terms and conditions as may be agreeable to the parties.

After evaluating the creator’s offer, the District may or may not decide to become involved in a joint investment agreement. A negative response from the District will be communicated in writing to the creator. An affirmative response from the District will be summarized as an offer to enter into a written contract. If the creator accepts the District’s proposed contract, any revenues received from commercialization of the intellectual property will be distributed as defined in the contract.

**Sponsorship Agreements** – A sponsored work is a work first produced by or through the District in the performance of a written agreement between the District and a sponsor. Sponsored works generally include interim and final technical reports, software, and other works first created in the performance of a sponsored agreement. Sponsored works do not include journal articles, lectures,

books or other copyrighted works created through independent academic effort and based on the findings of the sponsored project, unless the sponsored agreement states otherwise. Ownership of copyrights to sponsored works shall be with the District unless the sponsored agreement states otherwise. Where a sponsorship agreement does not define ownership of the intellectual property, ownership shall be determined under applicable law. Any sponsorship agreement that provides for ownership of the work by one other than the District generally shall provide the District with a nonexclusive, world-wide license to use and reproduce the copyrighted work for education and research purposes.

**Collaboration/Partnership Agreements** – The District may participate in projects with persons/organizations that result in the creation of intellectual property. Ownership rights of such intellectual property will be defined by the collaboration/partnership agreement, or shall be determined under applicable law.

**Special Commissions** – Intellectual property rights to a work specially ordered or commissioned by the District from a faculty member, professional staff member, other District employee, or other individual or entity, and identified by the District, as a specially commissioned work at the time the work was commissioned, shall belong to the District. The District and the employee shall enter into a written agreement for creation of the specially commissioned work.

**Encoded Works/Software for Administrative Activities** – The District may hire an individual or entity to develop software or other encoded works, to be used in the District’s administrative activities. The District shall maintain ownership of the intellectual property rights in such encoded works. Similarly, the District shall have ownership of the intellectual property rights in encoded works created by an employee, even where the work was created out of the employee’s own initiative, if the work is related to the employee’s job responsibilities. For example, if an employee in the student records office creates a software program, on his/her own initiative, that will organize student records, such work is related to the employee’s job duties and will belong to the District. Where an employee creates a program that does not relate to his/her job duties, and that program was created on the employee’s own time and without District resources, the work belongs to the employee.

**Collective Bargaining Agreement** – In the event the provisions of these procedures and the provisions of any operative collective bargaining agreement conflict, the collective bargaining agreement shall take precedence.

**Work Acquired by Assignment or Will** – The District may acquire copyrights by assignment or will pursuant to the terms of a written agreement or testament. The terms of such agreements should be consistent with District policies and these procedures.

### **Materials Implicating Third Party Rights**

District employees and students must comply with District policies and state and federal laws, including copyright and privacy laws, in creating works. District employees and students must obtain all required licenses, consents, and releases necessary to avoid infringing the rights of third parties. District employees and students with questions or concerns regarding third party rights should direct all inquiries to the Chief Instructional Officer.

## **Intellectual Property Coordinator**

The Chief Instructional Officer shall be the District's Intellectual Property Coordinator. The coordinator shall administer this procedure and will implement the District's Intellectual Property Policy. The Intellectual Property Coordinator will also monitor the development and use of the District's Intellectual Property. Any questions relating to the applicability of the District Intellectual Property or this procedure may be directed and answered by the Intellectual Property Coordinator.

## **Preservation of Intellectual Property Right**

**Protection of Rights** – The District shall undertake such efforts, as it deems necessary to preserve its rights in original works for which the District is the owner of intellectual property rights. The District may apply for a patent, for trademark registration, for copyright registration, or for other protection available by law on any new work in which it maintains intellectual property rights.

**Payment of Costs** – The District may pay some or all costs required for obtaining a patent, trademark, copyright, or other classification on original works for which it exclusively owns intellectual property rights.

## **Commercialization of Intellectual Property**

**Right of Commercialization** – The District may commercialize its Intellectual Property using its resources or it may enter into agreements with others to commercialize the work as authorized by law.

**Distribution of Proceeds** – An employee who creates a work and retains an intellectual property interest in such work in which the District maintains intellectual property rights is entitled to share in royalties, licenses, and any other payments from commercialization of the work in accordance with applicable agreements and applicable laws. All expenses incurred by the District in protecting and promoting the work including costs incurred in seeking patent or copyright protection and reasonable costs of marketing the work, shall be deducted and reimbursed to the District before the creator is entitled to share in the proceeds.

**Intellectual Property Account** – The District shall deposit all net proceeds from commercialization of intellectual property in its own general intellectual property account. The Chief Instructional Officer may use the account to reimburse expenses related to creating or preserving the District's intellectual property rights or for any other purpose authorized by law and District policy including the development of intellectual property.

## **Notification**

The Intellectual Property Coordinator shall provide a copy of these Intellectual Property Procedures to persons upon request. The District shall arrange training on a periodic basis for faculty, staff and/or other persons who are covered by this Intellectual Property Procedure.

## Form A: Work Made For Hire Agreement

### Course Materials

This agreement made the [date] day of [month], 20[year], by and between [name of Creator] ("Creator," and if there is more than one Creator then all of them collectively) and the District.

The Creator and the District agree as follows:

#### 1. Title and Copyright Assignment

- a. Creator and District intend this to be a contract for services and each considers the products and results of the services to be rendered by Creator hereunder (the "Work") to be a work made for hire. Creator acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of District.
- b. If for any reason the Work would not be considered a work made for hire under applicable law, Creator does hereby sell, assign, and transfer to District, its successors and assigns, the entire right, title and interest in and to the copyright in the Work and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Work, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world.
- c. If the Work is one to which the provisions of 17 U.S. Code Section 106A apply, the Creator hereby waives and appoints District to assert on the Creator's behalf the Creator's moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions or the Work, in any medium, for District purposes.
- d. Creator agrees to execute all papers and to perform such other proper acts as District may deem necessary to secure for District or its designee the rights herein assigned.

#### 2. Delivery of the Work

- a. The Creator will deliver to the District on or before [date] the completed Work (with all illustrations, charts, graphs, and other material, including syllabi, handouts, reference lists, etc., in the medium mutually agreed upon for the Work) in form and content satisfactory to the District.
- b. If the Creator fails to deliver the Work on time, the District will have the right to terminate this agreement and to recover from the Creator any sums advanced in connection with the Work. Upon such termination, the Creator may not have the Work published elsewhere until such advances have been repaid.

### **3. Quoted Material**

With the exception of short excerpts from others' works, which constitute fair use, the Work will contain no material from other copyrighted works without a written consent of the copyright holder. The Creator will obtain such consents at his/her own expense after consultation with the District and will file them with the District at the time the Work is delivered. Any obligations associated with permissions will be the responsibility of the Creator.

### **4. Creator's Warranty**

The Creator warrants that he/she is the sole owner of the Work and has full power and authority to make this agreement; that the Work does not infringe any copyright, violate any property rights, or contain any scandalous, libelous, or unlawful matter. The Creator will defend, indemnify, and hold harmless the District and/or its licensees against all claims, suits, costs, damages, and expenses that the District and/or its licensees may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the Work or any infringement or violation by the Work of any copyright or property right; and until such claim or suit has been settled or withdrawn, the District may withhold any sums due the Creator under this agreement.

### **5. Consideration**

In consideration for delivery of the Work in accordance with the provisions of this Agreement, District shall pay Creator [amount].

### **6. Revisions**

*Note: Choose one paragraph*

The Creator shall retain the right to revise the Work at one year intervals during the term of this agreement in accordance with academic standards. The Creator further agrees to update the Work within 90-days upon the receipt of a written request from the District. The provisions of this agreement shall apply to each revision of the Work by the Creator as though that revision were the Work being published for the first time under this agreement. In the event that the Creator is unable or unwilling to provide a revision within 90 days after the District has requested it, or should the Creator be deceased, the District may have the revision made and charge the cost against sums due the Creator under Section 5 above, if any, and may display, in the revised Work and in advertising, the name of the person or persons who perform the revision.

Or

This paragraph has been deleted because the Creator's contribution is not a work expressing academic expertise requiring periodic review and revision.

### **7. Term and Termination**

- a. This agreement shall remain in effect for three years unless terminated earlier in accordance with this Section 7.



- b. In the event that either party shall be in default of its material obligations under this agreement and shall fail to remedy such default within 60-days after receipt of written notice thereof, this agreement shall terminate upon expiration of the 60-day period.
- c. Upon the expiration of the term of this agreement, the parties may agree to renew this agreement for an additional three-year term, upon the same terms and conditions as set forth herein.

**8. Options/Contracts with Third Parties**

Nothing contained in Section 7 shall affect any license or other grant of rights, options, or agreements made with third parties prior to the termination date or the rights of the District in the income resulting from such agreements.

**9. Amendments**

The written provisions contained in this agreement constitute the sole and entire agreement made between the Creator and the District concerning this Work, and any amendments to this agreement shall not be valid unless made in writing and signed by both parties.

**10. Construction, Binding Effect, and Assignment**

This agreement shall be construed and interpreted according to the laws of the State of California and shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives; and references to the Creator and to the District shall include their heirs, successors, assigns, and personal representatives.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the date first written above.

\_\_\_\_\_  
Creator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Instructional Officer

\_\_\_\_\_  
Date



## **Form B: Contract under which Employee Keeps Copyright of the Work and Gives District a License to Use/Exploit Work**

### **Course Materials**

This Agreement made the [date] day of [month], 20[year], by and between [name of Creator] ("Creator," and if there is more than one Creator then all of them collectively) and the District.

### **Recitals**

The Creator will be the sole contributor of copyrightable expression to the educational course materials anticipated to result from this project. The District will be contributing significant kinds and/or amounts of District resources. The Parties recognize that under law, the District is obligated to obtain appropriate consideration for the transfer of state resources. In furtherance of their mutual objectives, the Parties agree to allocate certain of their rights and responsibilities as set forth in this agreement.

The Creator and the District agree as follows:

#### **1. Rights Granted**

**Nonprofit Educational Uses** – The Creator hereby grants to the District for the full term of this agreement the non-exclusive right to copy, distribute, display, perform, transmit, and publish for nonprofit educational purposes the educational course materials entitled: [name of work] (hereinafter called "Work").

#### **2. Delivery of the Work**

- a. The Creator will prepare and deliver to the District on or before [date] the completed Work (with all illustrations, charts, graphs, and other material, including syllabi, handouts, reference lists, etc., in the medium mutually agreed upon for the Work) in form and content satisfactory to the District.
- b. If the Creator fails to deliver the Work on time, the District will have the right to terminate this agreement and to recover from the Creator any sums or other resources advanced in connection with the Work. Upon such termination, the Creator may not have the Work published elsewhere until such advances have been repaid.

#### **3. Quoted Material**

With the exception of short excerpts from others' works, which constitute fair use, the Work will contain no material from other copyrighted works without a written consent of the copyright holder.

The Creator will obtain such consents at his/her own expense after consultation with the District and will file them with the District at the time the Work is delivered. Any obligations associated with permissions will be the responsibility of the Creator.

#### 4. Publication of the Work

The Work shall be distributed, transmitted or published by the District/Creator as soon as circumstances permit after receipt, at its own expense, in such manner as the District/Creator shall deem appropriate.

#### 5. Copyright Registration

The Creator authorizes the District to register copyright in the Work in the Creator's name in the United States and elsewhere as the District may elect.

#### 6. Creator's Warranty

- a. The Creator warrants that he/she is the sole owner of the Work and has full power and authority to make this agreement; that he or she has made a good faith effort to follow the District's Intellectual Property Policy and Procedures and that the Work does not infringe any copyright, violate any property rights, or contain any scandalous, libelous, or unlawful matter.
- b. To the extent that an act of the Creator that results in a claim of copyright infringement was authorized by the District's Intellectual Property Policy and Procedures, in accordance with that Policy and to the extent authorized by the Constitution and laws of the State of California, the District, will defend, indemnify and hold harmless the Creator against all claims, suits, costs, damages and expenses that the Creator may sustain by reason of such infringement or violation by the Work of any copyright.
- c. In all other cases, the Creator will defend, indemnify, and hold harmless the District and/or its licensees against all claims, suits, costs, damages, and expenses that the District and/or its licensees may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the Work or any infringement or violation by the Work of any copyright or property right; and until such claim or suit has been settled or withdrawn, the District may withhold any sums due the Creator under this agreement.

#### 7. Consideration

- a. District will contribute the following resources to the creation of the Work:

***[List: Materials, Hardware, Software, Technical Assistance, Other Assistance, Videotaping, Programming, Teaching Load Credit, or Funding.]***

The parties shall share in any revenues from the commercialization of the Work as follows: District will first recover its resource contribution in the amount of \$\_\_\_\_, then the Parties shall share profits proportionally (District: \_\_\_\_% Creator: \_\_\_\_%) to the retained interest of each party.

## **8. Subsidiary Rights**

**Nonprofit Educational Uses** – The District has been granted a limited right to use the Work for nonprofit educational purposes only and therefore does not need subsidiary rights and all such rights are retained by the Creator.

## **9. Revisions**

The Creator shall retain the right to revise the Work at one year intervals during the term of this agreement in accordance with academic standards. The Creator further agrees to update the Work within 90-days upon the receipt of a written request from the District. The provisions of this agreement shall apply to each revision of the Work by the Creator as though that revision were the Work being published for the first time under this agreement. In the event that the Creator is unable or unwilling to provide a revision within 90-days after the District has requested it, or should the Creator be deceased, the District may have the revision made and charge the cost against the Creator's royalties and may display, in the revised Work and in advertising, the name of the person or persons who perform the revision.

## **10. Term and Termination**

- a. This Agreement shall remain in effect for three year(s) unless terminated earlier in accordance with this Section 10. Upon expiration of the term and any renewal term(s) agreed upon pursuant to Section 10(c), or upon earlier termination in accordance with Section 10(b), the rights granted in the Work shall revert to the Creator, subject to retention by the District of the non-exclusive, perpetual right and license to use the Work for internal nonprofit educational purposes and to use the structure and organization of the Work as a guide for the creation of a new course.
- b. In the event that either Party shall be in default of its material obligations under this Agreement and shall fail to remedy such default within 60-days after receipt of written notice thereof, this Agreement shall terminate upon expiration of the 60-day period.
- c. Upon the expiration of the term of this Agreement, the parties may agree to renew this Agreement for an additional three-year term, upon the same terms and conditions as set forth herein.

## **11. Options/Contracts with Third Parties**

Nothing contained in Section 10 shall affect any license or other grant of rights, options, or agreements made with third parties prior to the termination date or the rights of the District in the income resulting from such agreements.

## **12. Amendments**

The written provisions contained in this agreement constitute the sole and entire agreement made between the Creator and the District concerning this Work, and any amendments to this agreement shall not be valid unless made in writing and signed by both parties.

### 13. Construction, Binding Effect, and Assignment

This agreement shall be construed and interpreted according to the laws of the State of California and shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives; and references to the Creator and to the District shall include their heirs, successors, assigns, and personal representatives.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the date first written above.

\_\_\_\_\_  
Creator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Instructional Officer

\_\_\_\_\_  
Date

Office of Primary Responsibility: Chief Instructional Officer