

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

**July 1, 2004  
through  
June 30, 2007**

**Approved by the Lassen Community College  
District Board of Trustees at its regular  
meeting dated March 28, 2006.**



**LCFA/LCCD Contract  
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## **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- and part-time faculty members, including, but not limited to, instructors, counselors, librarians, and categorical non-tenure track, and tenure track less than 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 institutional bulletin boards, mailboxes, and other means of communication, and the right to use institutional facilities and equipment, where there are no conflicts with other institutional 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.

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.

2.9 After the execution of this Agreement, the District will prepare a final draft of the Agreement and make it available to the exclusive representative. The District will duplicate the Agreement and provide a copy to each unit member.

## Article 3

### Payroll Deductions for LCFA Dues

#### 3.1 Organizational Security

##### 3.1.1 Purpose

It is the intent of the parties to implement the fair share service fee provisions of Government Code Section 3546, Dues and Service Fee Deductions

3.1.1.1 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.

3.1.1.2 Dues Deduction. The District shall deduct in accordance with the LCFA Dues and Service Fee Schedule dues from the wages of all unit members who are members of LCFA on the date of the execution of this agreement, and who have submitted dues authorization forms to the District, or who, after the date of execution of this agreement, become members of LCFA and submit to the District a dues authorization form.

3.1.1.3 Maintenance of Membership. Unit Members who are members of LCFA on the effective date of this agreement, or who become members of LCFA during the term of this agreement, shall maintain their membership in LCFA during the term of this agreement; or, in the alternative, the District shall deduct from the salaries of such unit members a service fee as set forth in Article 3.1.1.2.

3.1.1.4 Maintenance of Membership. Pursuant to Government Code Section 3546(a), upon written request from LCFA, employees in the bargaining unit who are not members of LCFA as of July 1, 2001, and employees who hereafter come into the bargaining unit, shall either apply for membership and execute an authorization for dues deduction on a form provided by LCFA, or in the alternative the District shall deduct from the salaries of such unit members a service fee equal to the LCFA Dues and Service Fee Schedule (consistent with Education Code 45168 and 45061) and payable to LCFA for the representational duties required under the Educational Employment Relations Act.

3.1.1.5 Religious Objections.



- (A) Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or paying service fees to employee organizations shall not be required to join and maintain membership in, or pay service fees to LCFA as a condition of employment. However, such unit member shall be required, in lieu of a service fee required by this agreement to pay sums equal to such service fee to one of the following nonreligious, non-labor organization, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:
  - (a) Lassen Community College Faculty Scholarship Fund
  - (b) Ronald McDonald House
  - (c) Lassen County United Way
  - (d) Shasta, Trinity, Lassen Red Cross
  
- (B) Any unit member claiming this religious exemption must file a written request for exemption with LCFA. If the request is granted, the unit member shall, as a condition of continued exemption from the requirement of paying service fees to LCFA, furnish LCFA with copies of receipts from the charity selected, as proof that such payments have been made, or shall authorize payroll deduction of such payments.

3.1.1.6 Effective Date for Payment of Dues and Fees. No unit member shall be obligated to pay dues or service fees to LCFA until the first of the month following 30 calendar days after the employee first comes into the bargaining unit.

3.1.2 Payments to LCFA. The District shall pay to LCFA within 20 days of the deduction all sums deducted. Along with each monthly payment to LCFA, the District shall furnish LCFA with a list of all unit members indicating the amount deducted.

3.1.3 Notice to Employees. LCFA will furnish all service fee payers with an adequate explanation of the basis for the fee and the calculation of that portion of the fee which is chargeable to activities related to collective bargaining. LCFA will provide all service fee payers with a reasonably prompt opportunity to challenge this calculation before an impartial decision maker and will deposit into an interest-bearing escrow account all amounts reasonable in dispute while such challenges are pending. Such actions shall be in accordance with all Public Employment Relations Board and all other legal requirements.

3.1.4 Indemnification and Holding Harmless.

- 3.1.4.1 LCFA agrees to reimburse the District, its officers and agents for reasonable attorney's fees and legal costs incurred after notice to LCFA in defending against any court or administrative action challenging the legality of the organizational security provisions of the agreement or implementation thereof.
- 3.1.4.2 LCFA agrees to reimburse the District, its officers and agents for any award or compromise of damages or liability arising out of any court or administrative action challenging the legality of the organizational security provisions of this agreement or the implementation thereof, provided the District has complied with the terms of this Article and has promptly notified LCFA of its awareness of such an action.
- 3.1.4.3 LCFA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.
- 3.1.5 Direct Payment. Nothing contained herein shall prohibit a unit member from paying service fees directly to LCFA. The District shall immediately notify the LCFA chapter treasurer if any member of the bargaining unit revokes a dues, service fee or payment in lieu of service fee deduction authorization.
- 3.1.6 Grievability. This Article shall not be subject to the arbitration of the grievance procedure.

## Article 4

### District Rights

- 4.1 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 only to the express terms of the Agreement regarding transfers), 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 Article 6;
- 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 the 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 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 with 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.**

## **Article 6**

### **Evaluation and Tenure Procedure**

- 6.1 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 January 31 each year. Exceptions to any of the timelines will be made in consultation with the appropriate Dean, and the LCFA.
  - 6.1.2 Regular tenured faculty shall be evaluated once every three 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.
- 6.2 Evaluation teams will be composed of two (2) peer evaluators, the appropriate Dean, and the faculty member to be evaluated.
- 6.3 All forms used as documentation in the evaluation process shall be mutually agreed to by the District and LCFA. The evaluation standards are contained in Appendix "C."
- 6.4 Peer evaluators will be appointed by the appropriate Dean in consultation with the faculty member. A faculty member whether assigned as a peer evaluator or undergoing evaluation may file a written appeal to the appropriate Dean to change any appointed evaluator. The appeal should indicate specific reasons for a change and the President shall provide a written response.
- 6.5 The appropriate Dean will forward a written notice by the third week of the semester of an upcoming evaluation. The faculty will be required to provide professional goals and objectives, and for teaching faculty, syllabus, course outline and class materials for the class(es) at the pre-evaluation conference.
- 6.6 A pre-evaluation conference should be scheduled by the Dean 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, arrange classroom visits, discuss the professional goals and objectives and review the syllabus/handout materials for the class to be evaluated, as appropriate.
- 6.7 Classroom visits will be conducted for teaching faculty and will occur no later than the twelfth weeks of the semester. Each evaluator will visit at least one class and complete a classroom visitation document.



- 6.8 Student evaluations shall be prepared under the direction of the appropriate Dean subject to review by the evaluation team.
- 6.8.1 For teaching 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, librarians, and other non-instructional faculty, each evaluator will supervise random student evaluations whenever possible.
- 6.9 Counselors, librarians, 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 The evaluation team will meet as a follow-up to the classroom visits or interviews. Post-evaluation conferences will be scheduled prior to the end of the semester. Team members will review the results, comments, and recommendations to be included on a certification of completion and recommendations document to be completed by the administrator for signature by the faculty member, and the evaluators.
- 6.11 The evaluation will include a recommendation with the Certification of Completion/Recommendation form for all non-tenured probationary 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 succeeding 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 should 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.

- 6.12 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 Dean to the Academic Senate, in closed session of the Academic Senate, which will forward its recommendation to the Superintendent/President, who will forward a recommendation to the District Board.
  - 6.12.2 If the evaluation team, Academic Senate and/or the Superintendent/President have differing recommendations, the parties will meet together to discuss their concerns. If these concerns are not resolved, each recommendation will be forwarded to the Board.
- 6.13 The following will be submitted as a permanent evaluation record for inclusion in the faculty member's personnel file.
- 6.13.1 Written professional goals and objectives.
  - 6.13.2 The evaluation team's review of relevant documents, professional goals/objectives and professional responsibilities.
  - 6.13.3 The evaluation team's summary of student evaluations for teaching faculty or summaries of random sample student evaluations for non-instructional faculty.
  - 6.13.4 Classroom visitation documents, for teaching 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.
- 6.14 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 member of the faculty, the LCFA will appoint one tenured faculty member, and the Superintendent/President will appoint the appropriate Dean 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 complaints.

- 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.

## **Article 7**

### **Work Load**

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

### **Workload Definitions**

7.1.1 Lecture Hour - a lecture hour shall consist of 50 minutes of formal lecture per week per academic semester. Each lecture hour shall equal one contact hour.

7.1.2 Laboratory Hour - a laboratory hour shall consist of 50 minutes of laboratory instruction per week per academic semester. Each laboratory hour shall be equal to 0.75 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 Weekly Student Contact Hours(WSCH)-A WSCH is defined as the number of Contact Hours generated each week and is calculated by multiplying the number of students registered and the hours the class meets each week. A Total Weekly WSCH is the summation of the WSCH for all classes. The Total Semester WSCH is the Total Weekly WSCH multiplied by the number of weeks in the semester.

7.1.3.2 Full-time Equivalent (FTE) Faculty Load – A FTE faculty semester teaching load is defined as instructing:

- (A) Fifteen (15) contact hours each week (Lecture Only) per semester, or;
- (B) Twenty (20) contact hours each week (Laboratory Only) per semester, or;
- (C) A prorated combination of item A and item B above.

It is expected that normally the above teaching load will generate at least 360 WSCH at first census. Should it appear that this will not occur in a given semester, the Superintendent/President may in consultation with the Faculty member:

- (A) Prior to the beginning of classes, modify the current contact hours assigned by substitution to attempt to increase the WSCH to be generated, or;
- (B) Modify the contact hours assigned for the coming semester by substitution to attempt to increase the WSCH to be generated.

7.1.3.3 Minimum Course Enrollments-except by explicit approval of the superintendent/president the following minimum course enrollments will be followed. Courses will be cancelled that do not meet the following minimum enrollment criteria:

Part-time instructor	Credit course	7 (students/section)
Part-time instructor	Non-credit	21
Full-time-overload	Credit	8
Full-time-overload	Non-credit	25
Full-time-normal load	Credit	15*
Full-time-normal load	Non-credit	49*

\*May be lowered with approval of the Superintendent/President

7.1.3.4 By mutual agreement between the Superintendent/president and the Faculty member, an assignment in one semester having fewer contact hours than specified in 7.1.3.2 may be followed the next semester by an assignment that yields a two semester average number of contact hours at least that specified in 7.1.3.2.

- 7.1.4 Bargaining unit members shall be afforded an opportunity to request and perform additional instructional activities in excess of their normal FTE Faculty Load. Each additional overload class, however, will be required to meet minimum enrollment. Application of Section 7.1.4 is contingent upon sufficient District financial resources.
- 7.1.5 Overloads may not be required by the District, without the consent of the Unit Member. Contact hours in excess of numbers specified in 7.1.3.2 will be paid at the hourly overload rate. (See Appendix A.)
- 7.1.6 Lecture Contact Hours shall be counted first in determining a unit members normal Faculty Load. Sample calculations of overload contact hours are in Appendix D.
- 7.1.7 The weekly student contact hours will be calculated based on the first census week of each semester, or after 20% of the class has been held.
- 7.1.8 The appropriate Dean shall, in consultation with the Unit Member, be responsible for determining and establishing maximum class size.
- 7.1.9 Teaching assignments shall be determined in consultation with the Unit Member. The District shall have the final right of assignment.

7.2 Instructional Faculty: A unit member's responsibilities cover a 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) additional days for in-service, as designated by the District in consultation with the LCFA. Such responsibilities include, but are not limited to, the following:

- 7.2.1 Meeting with classes as scheduled by the appropriate Dean.
- 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 Provide 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 Dean within one week of the first meeting of the class.
- 7.2.5 Reviewing, in cooperation with other faculty in the same subject area, textbooks, required reading, workbooks, and other materials.
- 7.2.6 Maintaining accurate and current records of student attendance and student achievement in accordance with District procedures.
- 7.2.7 Demonstrate continuing education towards 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.
- 7.2.8 Serving on standing committees and ad hoc committees, such as peer evaluation, as assigned by the Academic Senate.
- 7.2.9 Supervising the care and maintenance of equipment provided for student use in classes.
- 7.2.10 Attending graduation ceremonies.
- 7.2.11 Fulfilling flex obligation.
- 7.2.12 Participating in and completing Instructional Program Review.
- 7.2.13 Reporting absences to appropriate Dean.
- 7.2.14 Supervising classified staff and student workers as appropriate to the assignment.

- 7.2.15 All grade rosters shall be turned in to the Registrar's office within five (5) District business days from the last day of finals. All attendance rosters and other administrative forms must be properly completed as scheduled.
- 7.3 Office Hours: Instructional unit members shall schedule five (5) on-campus office hours per week. 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 Dean shall review and approve unit members' office hour schedules 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.
- 7.3.4 Office hours shall be posted and filed with the appropriate Dean within one week of the first day of each semester.
- 7.4 Counselors: The responsibilities of counselors represent a work year of 190 days, 7 flex days and 2 in-service days. Specific work days will be scheduled by the District. The counselors shall have a 37.5-hour workweek 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 an 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 which can serve the District's students.
- 7.4.13 Serving on standing committees and ad hoc committees, such as peer evaluation, as assigned by the Academic Senate.
- 7.4.14 Demonstrate continuing education towards 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 Fulfillment of flex obligation.
- 7.4.17 Participating in and completing Instructional or Non-instructional Program Review as appropriate.
- 7.4.18 Reporting absences to appropriate Dean.
- 7.4.19 Supervising classified staff and student workers as appropriate to the assignment.

7.5 Distance Education Instruction

- 7.5.1 Distance Instruction is defined as instruction in which the unit member and the students are separated by distance and interact through the assistance of communication technology.
- 7.5.2 The LCFA and the District may agree on the need to develop a new distance education course. A Unit Member shall receive \$1500.00 compensation for developing the course upon completion of developing the course.
- 7.5.3 The course developer shall have first right of refusal to teach the course.
- 7.5.4 This section shall not limit the right of assignment of the District.
- 7.5.5 Material prepared on district time or when the unit member is receiving a stipend shall be the property of the district.



7.5.6 Unit members using the Internet for providing Distance Education Instruction shall receive \$85/semester reimbursement.

7.6 Special Assignments: Special Assignments are non teaching assignments in addition to the FTE load of a Unit Member. Special assignments may be made by the District.

7.6.1 Special Assignments will be compensated by a stipend (see definition #20) payable upon successful completion of the assignment.

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:

- (1) Suggestions for "special assignments" may be proposed by faculty members or the District.
- (2) The District and the LCFA will agree to the outcomes, timeline, qualifications, responsibilities and duties, and compensation for the special assignment.
- (3) Board approved special assignments will be advertised and all unit members will have the opportunity to apply.
  - (a) Letters of interest will be submitted to the Office of Human Resources.
  - (b) The appropriate Dean and one faculty member appointed by LCFA will review applicant materials, conduct interviews, if necessary, and make a selection.

7.7 Unit members assigned the following responsibilities shall be considered eleven (11) or twelve (12) month employees (working 199 or 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 members' personnel file.

Counselors	11 months
Librarian	11 months
Learning Disabilities Specialist	11 months
Agriculture Instructor	11 months

Agriculture Instructor assigned Rodeo Livestock Judging Coach 12 months  
Work Experience Coordinator 11 months

**7.8 Coaches of Intercollegiate Sports**

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

7.8.2 Part-time faculty assigned the position of a Head Coach of an intercollegiate sport:

7.8.2.1 When assigned classes shall be compensated at the prevailing hourly part-time rate. Payment of assigned class compensation will be according to the prevailing part-time faculty payment schedule for the academic year.

7.8.2.2 Shall receive a stipend not to exceed \$25,000 per year for performing head coaching duties during the academic year. Payment of the stipend will be made in ten (10) monthly installments for the academic year.

**7.9 Librarians, Work Experience Coordinator:** Librarians and the work experience coordinator shall have a 37.5 hour workweek including thirty five (35) hours as scheduled by the district after consultation with the unit member. The responsibilities of librarians and work experience coordinators represent a work year of 190 days, 7 flex days, and 2 in-service days. The duties of librarians and work experience coordinators include but are not limited to the following:

7.9.1 Providing services for students and staff.

7.9.2 Establishing and maintaining communication with the various instructional areas, the administration and the staff of the District.

7.9.3 Demonstrate continuing education towards 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.

7.9.4 Attending graduation ceremonies.

7.9.5 Fulfilling flex obligation.

7.9.6 Participating in and completing Instructional or Non-instructional Program Review as appropriate.

- 7.9.7 Supervising the care and maintenance of equipment provided for student use.**
- 7.9.8 Reporting absences to appropriate Dean.**
- 7.9.9 Supervising classified staff and student workers as appropriate to the assignment.**

## **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 suspension and/or dismissal.
- 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 Dean. When advance notification is not reasonably possible, the unit member shall submit notice by telephone to the Office of the appropriate Dean, by 7:30 a.m. 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 Dean informed. In all cases, an Employee Leave slip shall be completed by the unit member and forwarded to the appropriate Dean or designee.
- 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 shall be computed as follows: each day of such absence shall result in the deduction of a fraction of the unit member’s annual salary with the fraction being the number of days absent divided by the number of service days for which the unit member is obligated. When the absence covers a partial day, if the absence is for one-half (1/2) day or less, one-half (1/2) day’s salary shall be deducted; if the absence exceeds one-half (1/2) day, a full day’s salary shall be deducted.

- 8.1.8 For a paid leave, a unit member who is absent for one-half (1/2) day or less shall have one-half (1/2) day deducted from accumulated leave. If the absence exceeds one-half (1/2) day, a full day shall be deducted from accumulated leave.

## 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 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 shall 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 Dean 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 or 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 having a similar close relationship.

- 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 Unit members with less than three (3) years of continuous service with the District who sustain injury or illness that is job related shall use accumulated sick leave or other paid leave which, when added to the Worker's Compensation award, shall provide for a full day's wage or salary.
- 8.4.3 Industrial accident or illness leave will commence on the first day of absence. Allowable leave shall not be accumulative 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.
- 8.4.4 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.
- 8.4.5 The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under Section 8.2.1. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave 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.

8.4.6 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.

8.4.7 The provisions of Section 8.2.7 and 8.2.8 are applicable to absences taken for industrial accident or illness.

8.4.8 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 three (3) working days or five (5) 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 shall not be granted during other leaves of absence.

8.5.3 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: Certificated employees 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 previous 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 will not receive credit for a year's service to the District unless such study is undertaken at the specific request of the Governing Board of the District.
- 8.8.3 Leaves of half (1/2) 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 Maternity 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 latter than thirty (30) days prior to the date when the unit member wishes her maternity 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 maternity leave shall be as determined by the unit member and the unit member's physician, provided, however, that the paid maternity leave shall not be for a period of time greater than unit member's disability.

## 8.10 Infant Child Care Leave

8.10.1 A unit member may be granted a maximum of thirty (30) days leave to care for a newly born or adopted child. Such leaves shall be deducted from the member's accumulated sick leave.

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.

## 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. Conceivable 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:

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.
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.
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 ½) months for each semester of leave granted.
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

craftsperson 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 Dean. This form must be submitted by November 15 for sabbatical leaves beginning the following fall and by April 15 for leaves beginning the following spring.
- 8.11.6 A sabbatical leave committee, chaired by the appropriate Dean 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 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

Criteria for evaluation of the above equal priority categories shall be found on the application form.

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. Committee recommendation shall be forwarded to the Superintendent/President by December 1 for Sabbaticals beginning the following Fall, and May 1 for Sabbaticals beginning the following Spring.

- 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 Superintendent/President and Governing Board a written report not 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 he or she would have received. While on leave, he or she 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 calendar 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 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 or 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 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 Salary Schedule-Initial Placement: The Salary schedules for full- and part-time unit members are set forth in Appendix A. The placement of a full-time unit member on the salary schedule is based upon criteria outlined in Board Policy.
- 9.1.1 The current full-time faculty salary schedule will remain in effect with no increases for fiscal years 2004-2005 and 2005-2006.
- 9.1.2 Any increases during the 2006-2007 academic year will be subject to negotiation by the parties in accordance with Article 25, Duration and Reopeners.
- 9.2 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 Salary-fringe benefits
- 9.2.4 Health and welfare benefits
- 9.2.5 Additional costs as related to the implementation of this Agreement.
- 9.3 Compensation for overloads will be at the hourly rate established by formula and made a part of Appendix A.
- 9.4 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.
- 9.5 When a deduction for a partial day of absence becomes necessary, a unit member who is absent for one-half (1/2) day or less shall have one-half (1/2) day's salary deducted; if the absence exceeds one-half (1/2) day, a full day's salary shall be deducted.
- 9.6 Pay periods will be by the calendar month with warrants issued on the last District business day each month.
- 9.7 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 90 days of completing the course.

## 9.8 Stipends

- 9.8.1. Annual stipends equal to 10 percent of the maximum pay schedule will be provided for the Academic Senate President and the Curriculum Chair. The amount will be prorated for less than a full year.
- 9.8.2. Stipends may be provided for special assignments (Article 7.7) on a case-by-case basis following consultation between the District, LCFA, and the unit member.
- 9.8.3. An earned doctorate will receive a \$500 annual stipend.

## Article 10

### Health and Welfare Benefits

- 10.1 For each full-time unit member, the District shall pay the actual premium costs per month for medical/hospital coverage, for dental coverage, for vision coverage, and for life insurance as follows:
  - 10.1.1 For 2004-2005, the District will pay for actual premium costs per month for each full-time faculty member.
  - 10.1.2 Effective July 1, 2005, the maximum amount that the District will pay for actual premium costs per month for full-time faculty shall not exceed \$1,272.19.
  - 10.1.3 Effective July 1, 2006, the maximum amount that the District will pay for actual premium costs per month for full-time faculty shall not exceed \$1,365.05.
- 10.2 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.
- 10.3 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.
- 10.4 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.
- 10.5 All unit members hired prior to February 1, 1989, who retire at age 55 or older with a minimum of fifteen (15) years in education and employed the last ten (10) years by the Lassen Community College District, will be covered along with eligible dependents at District expense under the District's medical and dental insurance until the employee reaches the age of 65, or to the date of death, whichever is earlier.
- 10.6 The District will retain a qualified actuary to prepare a report showing:



- 10.6.1 The amount which must be set aside annually to meet the existing commitment to provide retiree medical and dental coverage to employees hired before February 1, 1989;
- 10.6.2 The amount which would have to be set aside to provide the same benefits to employees hired after February 1, 1989; and
- 10.6.3 The amount which would have to be set aside annually for each \$100 per month to be made available to employees hired after February 1, 1989 using the same eligibility requirements as are applicable to the pre-February 1, 1989 employees.

## **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 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, part-time) 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 established by the state. 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 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 exchange freely 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 Work Day – For the purpose of a grievance, a “work day” 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 employee 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 the 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) workdays after the event that was the basis for the grievance, or within twenty (20) workdays 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 Dean. 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 **Level One:** If the matter is not resolved at the informal level, the grievant within five (5) workdays of the discussion with the Dean shall submit a written statement of the grievance to the appropriate Dean. 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 Dean will confer with the grievant within five (5) workdays 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.

Within five (5) workdays after the conference, the appropriate Dean will present her/his decision in writing, together with supporting reasons to the LCFA and a copy to the grievant. If the Dean 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 **Level Two:** If the grievant is not satisfied with the disposition of the grievance at 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) workdays. Within five (5) workdays 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) workdays 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 Dean. 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 **Level Three:** If the grievant is not satisfied with the disposition of the grievance at 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 **Level Four:** If the grievant is not satisfied with the disposition of the grievance at Level Three, the LCFA within fifteen (15) work days of the decision at Level Three may request a hearing before an arbitrator.
- (A) 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.
  - (B) The arbitrator shall conduct a hearing at which both parties may present witness 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.
  - (C) 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 advisory to the Board of Trustees which may accept, reject or modify the arbitrator's proposed decision.

- (D) 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 compensated at the regular rate and provided a substitute if the arbitration hearing is held during scheduled class time.

## **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 member.
- 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 his/her duties of employment.



## **Article 14**

### **Past Practices**

- 14.1 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**

- 15.1 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 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.
- 16.2 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 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 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 Unit members who meet the following criteria may request a reduced workload program:
  - 18.1.1 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;
  - 18.1.2 Have five consecutive, full-time years without a break in service immediately preceding the reduced workload request.
  - 18.1.3 Have reached the age of fifty-five (55) by the year work reduction begins;
  - 18.1.4 Must submit a written request to the appropriate Dean no later than January 30 for the following academic year beginning in August.
- 18.2 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. If the member performs service that is less than half time, the Reduced Workload Program will be suspended for that particular school year.
- 18.3 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.)
- 18.4 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.
- 18.5 The unit member must contribute 8 percent of the salary which would have been paid had the member been employed full-time.
- 18.6 The agreement to participate in the program can be revoked only with mutual consent of both the participant and the District.
- 18.7 Participants will receive the same health and welfare benefits to which they would have been entitled if employed full-time.
- 18.8 Reduced Workload Agreements may be no less than one (1) year in duration nor longer than three (3) years in duration.
- 18.9 Unit members participating in the program are not eligible for sabbatical leave.

- ⑩ 18.10 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.

## **Article 19**

### **Calendar**

- 19.1 An equal number of representatives designated by LCFA and the Superintendent/President shall annually convene no later than October 31 to consider and recommend the District's college calendar for the following year. The committee's recommendation will be forwarded to the Superintendent/President no later than February 1. The action taken by the Superintendent/President as a result of the committee's recommendation shall not be a matter for grievance.

## **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 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 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 Unit members shall be free from unlawful harassment or from unlawful interference or restrictions based on political views.
- 21.4 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 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 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.

## 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 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: 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 District's Affirmative Action 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

### Part-Time Faculty

#### 24.1 Assignment

24.1.1 Assignment of part time faculty will be made by the District. Except as delineated in this Agreement part-time faculty members have no rights other than those provided in the Education Code.

24.1.2 All part-time faculty assignments shall be less than 60% of an annual full time faculty assignment (FTEF).

24.1.3 All part-time 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.

#### 24.2 Priority of Assignment

24.2.1 Priority of assignment does not create a reasonable expectation to continued employment by part-time faculty members. It is understood that part-time faculty members have no vested right in continued employment with the District.

24.2.2 Priority of assignment for part-time faculty does not give part-time faculty rights over that of a full-time faculty member. It is also expressly understood that priority of assignment does not guarantee a right to employment, rather should the District choose to employ the part time faculty, then s/he would have priority of assignment in accordance with this article.

24.2.3 Beginning on July 1, 2005, part-time faculty, excluding coaches, who subsequently have completed eight (8) semesters within a specific discipline will become eligible to participate in the priority of assignment process in that discipline. Those part-time faculty who are retired District employees are not eligible to participate in the priority of assignment process.

24.2.4 Two (2) semesters prior to becoming eligible to participate in the priority of assignment process for a particular discipline, the part-time member shall request, in writing, to meet with each appropriate District representative and department chair and mutually determine which assignments within the discipline in which he/she hold priority of assignment rights. At a minimum, this list of assignments will include those assignments the part-time faculty member holds at the time of the request. In the case where mutual agreement cannot be reached on additional assignments, the appropriate District representative shall make the final determination. The final determination of the list of assignments must be made

prior to the end of the semester during which the part time faculty member requests the above meeting.

24.2.5 Priority of assignment rights will not be granted to part time faculty who have not requested the above meeting with their appropriate District representative. Furthermore, once a part time faculty member who has achieved a priority of assignment will lost it if s/he receives a less than satisfactory evaluation.

24.2.6 It is intended by the parties that this priority of assignment model implemented, and will not commence until after eight (8) semesters have passed from the beginning of the 2005-2006 academic year. It is understood that implementation will not result in limiting the District's right to schedule and offer classes or otherwise assign faculty. The Dean of Instruction will decide any disputes.

### **24.3 Office Hours for Part-time Instructors**

24.3.1 Part-time instructors are not required to provide office hours to students as part of their assignment. However, should a part-time instructor who teachers 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 part-time faculty office hours.

24.3.2 Compensation will be paid for one hour per week for each three-unit class (or equivalent). The rate of pay for a part-time instructor providing office hours will be the instructor's normal hourly rate. To receive compensation, a part-time instructor must complete an "Application for Part-Time 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. (For the 2005-2006 academic year, the thirty (30) days shall start following approval by the Governing Board.)

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 part-time office hours up to the total funds received from the State for that semester.

24.3.4 It is the responsibility of each part-time 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 part-time faculty member; if no money is received from the State of California for part-time office hours, the part-time faculty member will receive no compensation.

### **24.4 Evaluation**

Part-time faculty members must be evaluated during the first semester of his/her first year of employment. Thereafter, part time members will be evaluated at least every third (3<sup>rd</sup>) semester of employment. The Dean of Instruction or designee will conduct all evaluations of part-time faculty members.

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, 2007. There shall be no re-openers for 2005-2006. For 2006-2007, reopeners will be allowed for salary (Article 9) and two articles of choice each by the LCFA and the District. Any proposals for salary and two articles of choice must be presented to the Board of Trustees no later than April 30, 2006, or as mutually agreed to in writing by the LCFA and the District.
- 25.2 Prior to the first regular Board meeting of January preceding the expiration of this Agreement, the LCFA shall present to the Board its initial proposal for a successor Agreement.
- 25.3 The provisions of this Agreement shall remain in effect pending negotiation 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:**

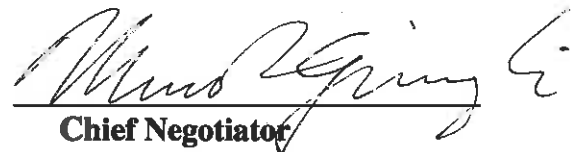
  
Board President

  
LCFA President

Dated: 4/28/06

Dated: 4/28/06

  
Superintendent/President

  
Chief Negotiator

Dated: 4-28-06

Dated: 4-28-06

**Susanville, California**



Signed and entered into this 21st day of February, 2006

FOR THE COLLEGE DISTRICT

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FOR THE ASSOCIATION

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**Appendix A**

**Salary Schedule**

<b>Lassen Community College District 2004-2006 Full-Time Salary Schedule</b>		
<b>Step</b>		
1	\$	41,413
2	\$	43,372
3	\$	45,428
4	\$	47,587
5	\$	49,856
6	\$	52,238
7	\$	54,739
8	\$	57,364
9	\$	60,120
10	\$	63,014
11	\$	66,053
12	\$	69,240
13	\$	72,593

**Full-Time Hourly Rate** \$33.67  
**Emeritus Hourly Rate (upon approval by Governing Board and ratification by LCFA)** \$33.67  
**Part-Time Hourly Rate (effective July 1, 2004)** \$28.39

**Hourly Rate Effective July 1, 2004**

Step 11 \$66,053 divided by 2 semesters \$ 33,027  
 \$ 6,605  
 \$33,027 divided by 5 courses \$ 1,717  
 Result times 26% (prorata) \$ 33.674  
 Result divided by 51 \$ 33.67  
 Hourly rate:

## Appendix B

### **Definitions\***

1. "Agreement" means the collective bargaining agreement between the Lassen Community College District and the Lassen College Faculty Association.
2. "Board" means the Board of Trustees of the Lassen Community College District.
3. "Class" means each offering of a Lassen College course in a given semester.
4. "COLA" means the Statutory Cost of Living Adjustment shall be defined as that percentage amount included for California Community Colleges as contained in the current year California State Budget Act to the extent that it is actually funded at any time during the term of this Agreement.
5. "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.
6. "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.
7. "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.
8. "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 24 hours. "District Business Day" means any day the district is officially open for business.
9. "Distance Education Instruction" means (1) Tele-courses taught via telecommunications or broadcast over cable; (2) live interactive courses transmitted through live two-way telecommunications; and (3) modem based courses taught via interactive computer link.
10. "District" means the Board of Trustees and the Superintendent/ President or his/her designee.

11. "Duty days" means any day on which members of the unit are required to report to work.
12. "Emergency" as used in this Agreement means an unexpected happening, or an unforeseen occurrence or condition, or sudden or unexpected occasion for action.
13. "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."  
  
"Part-time" faculty member designates a temporary employee with a teaching or non-teaching load paid according to the District's part-time faculty salary schedule.  
  
"Emeritus faculty" are defined by board policy #4160 as of July 1, 2004.
14. "Full-time Equivalent (abbreviated as 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.
15. "President" means the chief administrative officer of the Lassen Community College district. Also referred to as the "Superintendent/President."
16. "Regular Academic Year" means the period of time from the beginning of the fall semester to the end of the spring semester.
17. "Regular Assignment" means a faculty member's standard teaching or on-teaching load as defined in Article 7 of this Agreement.
18. "Reassigned Time" identifies a complete or partial change of a faculty member's regular assignment to an alternate assignment according to this agreement.
19. "School Year" refers to the yearly period from July 1 to June 30.
20. "Stipend": A fixed amount of compensation based on successful completion of the project. Stipend is computed on expected length of project and the hourly overload rate.
21. "Unit" as used herein means the bargaining unit under this Agreement.

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

## Appendix C

### Tenure Standards

#### **Tenure Standards for Lassen College**

- A. 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 President and the Board of Trustees as even more important than the initial decision to hire. The tenure review by unit members and appropriate Deans 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 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 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 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 year or two year). Such reasons might include but are not limited to: (a) 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); (b) 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 unit member can be retained.

F. A Tenure Review, Due Process Committee shall be established by the Academic Senate. Appointments to the committee shall be made in consultation with the LCFA. This committee should be comprised of one tenured unit representative from each division and the Affirmative Action Officer, and shall review all tenure recommendations to see if they are procedurally correct and meet Tenure Standards. The Committee will make its recommendations to the Academic Senate. The Senate will consider the recommendation of the Committee when making their recommendation to the Superintendent/President.



Overload Calculation Examples

1. Six 3 hour lectures = 18 hours lecture =  
15 hours lecture plus 3 hours lecture overload.

Comparison to load formula: 18 hours lecture =  
1.0 FTE (lecture) +  
.2 FTE Lecture overload

*Therefore, .2 FTE x 15 Lecture hrs/FTE =*

3 hours lecture overload

2. Four 3 hour lectures and one 3 hour lecture/3 hour laboratory =  
15 hours lecture plus 3 hours lab. overload.

Comparison to load formula: 15 hours lecture, plus 3 hours lab.=  
1.0 FTE (lecture)+  
.15 FTE (lab.) overload

*Therefore, .15 FTE x 20 Lab hrs/FTE =*

3 hours lab. overload

3. Two 3 hour lecture and two 3 hour lecture/3 hours laboratories =

12 hours lecture plus 6 hours lab. = 12 hours lecture plus  
4.5 hours lecture equivalent (at 3 lab hours to 4 lecture hours) =  
16.5 lecture hours = 15 hours lecture plus 1.5 hours lecture  
equivalent = 15 hours lecture plus 2 hours lab. overload (at 3 lab hours to 4 lecture  
hours)

Comparison to load formula: 12 hours lecture, plus 6 hours lab. =  
.8 FTE (lecture) + .3 FTE (lab.) =  
1.0 FTE (lecture) + .1 FTE (lab.)

*Therefore, .1 FTE x 20 Lab hrs/FTE =*

2 hours lab. overload

Note: These examples illustrate that lecture FTE count first when figuring the full-time equivalent faculty load. Additionally, lecture FTE and laboratory FTE do not have the same value when figuring overloads.



## Hour and FTE Equivalency Table

### Lecture Hour vs. Laboratory Hour vs. Percentage of Teaching Load

LECTURE HOURS	% FTEF	LABORATORY HOURS	% FTEF	LECTURE LABORATORY HOURS	% FTEF
0.5	0.033	.50	0.025	.05 - .05	0.058
1.0	0.067	1.0	0.050	1.0 - 1.0	0.117
1.5	0.100	1.5	0.075	1.5 - 1.5	0.175
2.0	0.133	2.0	0.100	2.0 - 2.0	0.233
2.5	0.167	2.5	0.125	2.5 - 2.5	0.292
3.0	0.200	3.0	0.150	3.0 - 3.0	0.350
3.5	0.233	3.5	0.175	3.5 - 3.5	0.408
4.0	0.267	4.0	0.200	4.0 - 4.0	0.467
4.5	0.300	4.5	0.225	4.5 - 4.5	0.525
5.0	0.333	5.0	0.250	5.0 - 5.0	0.583
5.5	0.367	5.5	0.275	5.5 - 5.5	0.642
6.0	0.400	6.0	0.300	6.0 - 6.0	0.700
6.5	0.433	6.5	0.325	6.5 - 6.5	0.758
7.0	0.467	7.0	0.350	7.0 - 7.0	0.817
7.5	0.500	7.5	0.375	7.5 - 7.5	0.875
8.0	0.533	8.0	0.400	8.0 - 8.0	0.933
8.5	0.567	8.5	0.425	8.5 - 8.5	0.992
9.0	0.600	9.0	0.450	9.0 - 9.0	1.050
9.5	0.633	9.5	0.475	9.5 - 9.5	1.108
10.0	0.667	10.0	0.500	10.0 - 10.0	1.167
10.5	0.700	10.5	0.525	10.5 - 10.5	1.225
11.0	0.733	11.0	0.550	11.0 - 11.0	1.283
11.5	0.767	11.5	0.575	11.5 - 11.5	1.342
12.0	0.800	12.0	0.600	12.0 - 12.0	1.400
12.5	0.833	12.5	0.625	12.5 - 12.5	1.458
13.0	0.867	13.0	0.650	13.0 - 13.0	1.517
13.5	0.900	13.5	0.675	13.5 - 13.5	1.575
14.0	0.933	14.0	0.700	14.0 - 14.0	1.633
14.5	0.967	14.5	0.725	14.5 - 14.5	1.692
15.0	1.000	15.0	0.750	15.0 - 15.0	1.750
15.5	1.033	15.5	0.775	15.5 - 15.5	1.808
16.0	1.067	16.0	0.800	16.0 - 16.0	1.867
16.5	1.100	16.5	0.825	16.5 - 16.5	1.925
17.0	1.133	17.0	0.850	17.0 - 17.0	1.983
17.5	1.167	17.5	0.875	17.5 - 17.5	2.042
18.0	1.200	18.0	0.900	18.0 - 18.0	2.100
18.5	1.233	18.5	0.925	18.5 - 18.5	2.158
19.0	1.267	19.0	0.950	19.0 - 19.0	2.217
19.5	1.300	19.5	0.975	19.5 - 19.5	2.275
20.0	1.333	20.0	1.000	20.0 - 20.0	2.333

