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

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**July 1, 2017  
to  
June 30, 2020**

*Collective Bargaining Agreement approved by the  
Lassen Community College Board of Trustees  
at their Regular Meeting November 13, 2018*

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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-time and adjunct faculty members, including, but not limited to, instructors, counselors, Director of Academic Resources, and categorical non-tenure track, and tenure track less than one-hundred percent (100%) pursuant to the determination of the Public Employees Relations Board.
- 1.2 The Board agrees not to meet and negotiate with any organization other than LCFA concerning matters with respect to which LCFA is the exclusive representative and agrees not to negotiate individually with any member of the bargaining unit on such matters during the term of this Agreement.
- 1.3 LCFA recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board or its duly authorized representatives. LCFA further agrees that neither it nor any of its members or agents will attempt to negotiate privately or individually with the Board, where the Board has authorized a representative to act in its behalf, nor with any individual Board member, administrator, or other person not designated by the Board as its representative.
- 1.4 LCFA agrees that neither it nor any of its members or agents will attempt to represent, in any negotiations or grievances, the interests of anyone other than members of the unit described in Paragraph 1.1 of this Article.

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## Article 2 – Rights of LCFA

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

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- 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 LCFA. The District will duplicate the Agreement and provide a copy to each unit member.

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## Article 3 – Payroll Deductions for LCFA Dues

### 3.1 Organizational Security

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 **Exclusive Rights to Membership Dues and Service Fees.** LCFA shall have the sole and exclusive right to have membership dues and service fees deducted from wages paid by the District to employees in the bargaining unit.
- 3.1.2 **Dues Deduction.** The District shall deduct LCFA dues based on fees assessed by CTA from the wages of all unit members who are members of LCFA 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.
- 3.1.3 **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 3.1.4.
- 3.1.4 **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 (consistent with Education Code 45168 and 45061) and payable to LCFA for the representational duties required under the Educational Employment Relations Act.
- 3.1.5 **Religious Objections**
- 3.1.5.1 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

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this agreement, to pay sums equal to such service fee to one of the following non-religious, 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

3.1.5.2 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.

3.1.6 **Effective Date for Payment of Dues and Fees.** A unit member shall be obligated to pay dues or service fees to LCFA as of the first paycheck after the employee first comes into the bargaining unit.

3.1.7 **Payments to LCFA.** The District shall pay CTA dues directly to CTA within twenty (20) days of the deduction of all sums deducted. Along with each monthly payment to CTA, the District shall furnish LCFA with a list of all unit members indicating the amount deducted. If there are any LCFA locally assessed dues, those will be paid directly to LCFA within twenty (20) days of the deduction of all sums deducted.

3.1.8 **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 reasonably in dispute while such challenges are pending. Such actions shall be in accordance with all Public Employment Relations Board and all other legal requirements.

3.1.9 **Indemnification and Holding Harmless**

3.1.9.1 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

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challenging the legality of the organizational security provisions of the agreement or implementation thereof.

3.1.9.2 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.

3.1.9.3 LCFA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

3.1.10 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.

3.1.11 Grievability. This Article shall not be subject to the arbitration of the grievance procedure.

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## Article 4 – District Rights

### 4.1 Identification of Rights

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

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

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- 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,

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including the various rules and duties for all personnel including unit members with respect to such matters;

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

4.2 Exercise of Rights

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

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## Article 5 – Personnel Files

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

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

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

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- 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.

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## Article 6 – Evaluation and Tenure Procedure

### 6.1 Evaluation Schedule

Faculty will be evaluated in accordance with the following schedule:

6.1.1 Contract faculty (non-tenured, probationary) shall be evaluated annually. Evaluations will be completed prior to January 31 each year. Exceptions to any of the timelines will be made in consultation with the appropriate Educational Administrator and the LCFA.

6.1.2 Regular tenured faculty shall be evaluated once every three (3) years.

6.1.3 Unit members who are temporary (non-tenure track) will be evaluated annually during the first four years of employment and every third year thereafter.

### 6.2 Evaluation Teams

Teams will be composed of two (2) peer evaluators, the appropriate Educational Administrator and the faculty member to be evaluated.

### 6.3 Evaluation Forms

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

### 6.4 Peer Evaluators

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

### 6.5 Evaluation Notice

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

### 6.6 Pre-Evaluation Conference

A pre-evaluation conference should be scheduled by the appropriate Educational Administrator for the members of the evaluation team no later than the tenth week

of the semester. The purpose of the pre-evaluation conference is to review the evaluation process, review the certification of completion/recommendations form from the previous evaluation if available, arrange classroom visits, distribute the self-evaluation including professional responsibilities and the syllabus/handout materials for the class(es) to be evaluated, as appropriate.

6.7 Instructional Evaluation Visits

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

6.8 Student Evaluations

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

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

6.8.2 For counselors, Director of Academic Resources, and other non-instructional faculty, each evaluator will supervise random student evaluations whenever possible.

6.9 Non-Instructional Evaluation Interview

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

6.10 Post-Evaluation Conference

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

6.11 Evaluation Recommendations

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

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- 6.11.1 In the case of a first year probationary faculty member; the recommendation must award a second contract, grant tenure or terminate employment for the succeeding academic year.
  - 6.11.2 In the case of a second year probationary faculty member, the recommendation must award a third contract (for the next two academic years), grant tenure or terminate employment for the succeeding academic year.
  - 6.11.3 In the case of a third year probationary faculty member, the recommendation must be a continuation of the contract, grant tenure, or termination of employment at the end of the contract.
  - 6.11.4 In the case of a fourth year probationary faculty member, the recommendation must grant tenure or terminate employment for the succeeding academic year. (See Appendix C.)
- 6.12 Evaluation Team Recommendation  
The evaluation team's recommendation concurring reemployment/tenure will be determined by majority vote of the evaluation team (exclusive of the evaluatee) for non-tenured contract faculty.
- 6.12.1 The evaluation team's recommendation will be forwarded by the appropriate Educational Administrator to the Academic Senate which, in closed session, will validate the process as described in Article 6.1.4 and then forward its recommendation to the Superintendent/President 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 Personnel File  
The following will be submitted as a permanent evaluation record for inclusion in the faculty member's personnel file.
- 6.13.1 Self-Evaluation including Professional Responsibilities
  - 6.13.2 The evaluation team's review of relevant documents, self-evaluation including professional responsibilities.
  - 6.13.3 The evaluation team's summary of student evaluations for instructional faculty or summaries of random sample student evaluations for non- instructional faculty.

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- 6.13.4 Classroom visitation, review of correspondence packet or review of online site visit documents, for instructional faculty.
- 6.13.5 Narrative of interview completed by the evaluator for non-instructional faculty.
- 6.13.6 Certification of Completion/Recommendation document and subsequent recommendations.
- 6.13.7 Documentation of Board action for probationary faculty.

6.14 Tenure Review Due Process

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

- 6.14.1 A complaint may be so filed if it alleges that a probationary faculty member is being subjected to biased treatment during the tenure review process.
- 6.14.2 The Due Process Panel shall not be responsible for the substantive issues involving recommendations to grant or deny tenure.
- 6.14.3 The due process complaint shall be filed in written form with the Superintendent/President.
- 6.14.4 The due process complaint shall be filed no later than ten (10) working days after the post evaluation conference.
- 6.14.5 The Chair shall convene the panel.
- 6.14.6 The party filing the complaint shall provide the panel with a written statement specifying the alleged bias or procedural violation. The panel shall examine the complaint(s); meet with the members of the Evaluation Committee and, if appropriate, with others who are directly involved in the complaint; and confer with the respective probationary faculty member. The Due Process Panel shall not be required to conduct a “trial type” evidentiary hearing.
- 6.14.7 All discussions and deliberations shall be held in strict confidence. It is understood that unsigned material will not be considered. Any

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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.

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## Article 7 – Work Load

### 7.1 FTE Load

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

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

7.1.2 Laboratory Hour – a laboratory hour shall consist of fifty (50) minutes of laboratory instruction per week per academic semester. Each laboratory hour shall be equal to three-quarters (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 Full-time Equivalent Faculty (FTEF) Load – A faculty (FTEF) teaching load is defined as instructing:

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

7.1.3.1.2 Twenty (20) contact hours each week (Laboratory Only) per semester, or

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

### 7.1.4 Class Size

7.1.4.1 Minimum Course Enrollments

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

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7.1.4.2 **Maximum Course Enrollments (Maximum Class Size) –** Regardless of delivery modality, the maximum class size shall be limited to 35 students per section. Furthermore, face-to-face classes shall be limited by available seats, by laboratory stations, by the size of the activity room and by safety concerns and/or limitations.

7.1.4.3 The maximum course enrollment of 35 shall not be exceeded unless mutual agreement is reached between the District and LCFA.

7.1.4.4 In response to the Student Success Initiative, class enrollment in Mathematics courses will be limited to 24 in Math 40 and any basic skills classes up to, and including, Math 60.

7.1.5 By mutual agreement between the appropriate Educational Administrator and the faculty member, an assignment in one semester having less than a 50% load may be followed the next semester by an assignment that yields a two semester total of 100%.

7.1.6 Unit members shall be afforded an opportunity to request and perform additional instructional activities in excess of their normal Faculty (FTEF) Load. Each additional overload class, however, will be required to meet minimum course enrollment.

7.1.7 Overloads may not be required by the District without the consent of the Unit Member. Overload will be paid at the hourly overload rate. (See Appendix A.)

7.1.8 Lecture Contact Hours shall be counted first in determining unit members normal Faculty (FTEF) Load. Sample calculations of overload contact hours are in Appendix D.

7.1.9 The appropriate Educational Administrator shall, in consultation with the Unit Member and the Division Chair, be responsible for determining instructional assignments. The District shall have the final right of assignment.

## 7.2 Instructional Faculty

The responsibilities of instructional faculty cover a thirty-seven and one-half (37.5) hour week. The work year for instructional unit members, unless otherwise indicated by this contract, shall be one hundred sixty-eight (168) instructional days, seven (7) flex days, and two (2) days for in-service, as designated by the District in consultation with the LCFA. When full-time faculty member assignments are in programs that are scheduled apart from the approved academic calendar (e.g., Nursing scheduled for trimesters) or assigned classes that are scheduled in a non-traditional manner [e.g., GSS classes scheduled for

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eight (8) hours/day for just five (5) days], the District in consultation with LCFA and affected members, shall prepare an equivalency agreement to ensure that the unit member(s) comply with the above requirements and ensure that the unit member(s) are not required to work more than the above requirements.

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

- 7.2.1 Meeting with classes as scheduled by the appropriate Educational Administrator.
- 7.2.2 Writing and updating course outlines of record. This should be done in cooperation with other unit members who teach in the same subject area.
- 7.2.3 Teaching classes in accordance with the intent of the college catalog and with the objectives and content of the course outline of record.
- 7.2.4 Providing a current syllabus which is consistent with the course outline of record to all students for each class. A course syllabus for each course taught shall be filed by the unit member with the appropriate Educational Administrator within one week of the first meeting of the class.
- 7.2.5 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 Demonstrating continuing education toward maintaining currency with developments and changes in subject-matter field through coursework, conferences, workshops, seminars, professional training, and professional reading; or informal learning experiences as they pertain to the unit member's subject area.
- 7.2.8 Serving on standing and ad hoc committees, 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.

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- 7.2.13 Reporting absences to the appropriate Educational Administrator.
- 7.2.14 Directing the work of classified staff as appropriate to the assignment. Meet with the classified staff's supervising manager at the beginning of a term to discuss the classified staff's job description, scheduling of the classified staff, and expectations of the classified staff. As a result of the meeting, the supervising manager will provide the LCFA unit member with a concise document identifying the classified staff's schedule and job expectations. The LCFA unit member will provide the classified staff's supervising manager with verbal anecdotal job performance information as needed for the purposes of employee evaluation. LCFA unit members will not evaluate classified staff.
- 7.2.15 Directing the work of Student workers as appropriate to the assignment and as agreed to in the request made by the faculty member for a student worker and subsequent approval of that request.
- 7.2.16 Submitting grade rosters to the Registrar's office within five (5) District business days after the last day of finals and completing all attendance rosters and other administrative forms as scheduled.
- 7.2.17 Participating in Student Learning Outcome (SLO) Assessment to include the:
  - 7.2.17.1 Preparation and submission of an SLO Assessment Plan for each class within one week of the first meeting of the class.
  - 7.2.17.2 Implementation of the assessment method as indicated on the SLO Plan for each class, and
  - 7.2.17.3 Submission of the (a) results of the assessment method and (b) steps taken as result of the assessment within eight (8) District business days after the last day of finals.
  - 7.2.17.4 Both submissions will be made in accordance with District tracking procedures (i.e., may be paper-based or electronic).
- 7.2.18 Participating in the use of the Electronic Early Alert System as appropriate.

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

1. Faculty may report underperforming students on an as-needed basis as determined solely by the faculty member.

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

7.3 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 Educational Administrator shall review and approve unit member's office hour schedule and make changes as may be required by student need after consultation with the unit member.
- 7.3.3 Unit members shall then attend scheduled office hours for the purpose of student contact.
- 7.3.4 Office hours shall be posted and filed with the appropriate Educational Administrator within one week after the first day of each semester.

7.4 Counselors

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

- 7.4.1 Providing academic, vocational and personal counseling to students on an individual basis.
- 7.4.2 Providing group counseling for the accomplishment of specific objectives.
- 7.4.3 Assisting in the planning and implementation of registration.
- 7.4.4 Providing guidance in immediate and long range program planning.

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- 7.4.5 Administering and interpreting tests.
- 7.4.6 Counseling students with low scholastic achievement.
- 7.4.7 Providing occupational information service for students.
- 7.4.8 Providing educational psychological services.
- 7.4.9 Assisting students with petitions for graduation.
- 7.4.10 Establishing and maintaining communication with the various instructional areas, the administration and the staff of the District.
- 7.4.11 Establishing and maintaining communication with the high schools served by the District.
- 7.4.12 Establishing and maintaining communications with community agencies that can serve the District's students.
- 7.4.13 Serving on standing and ad hoc committees, as assigned by the Academic Senate.
- 7.4.14 Demonstrating continuing education toward maintaining currency with developments and changes in subject-matter field through coursework, conferences, workshops, seminars, professional training, and professional reading; or informal learning experiences as they pertain to the unit member's subject area.
- 7.4.15 Attending graduation ceremonies.
- 7.4.16 Fulfilling flex obligation.
- 7.4.17 Participating in and completing Instructional or Non-instructional Program Review as appropriate.
- 7.4.18 Reporting absences to the appropriate Educational Administrator.
- 7.4.19 Participating in the use of the Electronic Early Alert System as appropriate (See Article 7.2.18 (6)).

**7.5 Distance Education Instruction**

- 7.5.1 The LCFA and the District may agree on the need to develop a new distance education course. A Unit Member shall receive \$1,500.00 compensation for developing the course upon completion of developing the course.

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- 7.5.2 The course developer shall have first right of refusal to teach the course.
- 7.5.3 This section shall not limit the right of assignment of the District.
- 7.5.4 Material prepared on district time or when the unit member is receiving compensation shall be the property of the district.
- 7.5.5 Unit members using the Internet for providing Distance Education Instruction shall receive a reimbursement for internet costs (Refer to Article 9.7.4).

7.6 Special Assignments

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

- 7.6.1. Special assignment compensation is fixed amount of compensation based on successful completion of a special assignment or a predetermined “not to exceed amount” verified by hourly timecard. A fixed amount special assignment compensation is computed on expected length of the special assignment and the hourly overload rate.
- 7.6.2 A special assignment is a temporary task which includes such things as, but is not limited to, a coordinator, chair, recruiter, advisor, or grant writer.
- 7.6.3 The following process will be used to create special assignments:
  - 7.6.3.1 Suggestions for “special assignments” may be proposed by faculty members or the District.
  - 7.6.3.2 The District and the LCFA will agree to the outcomes, timeline, qualifications, responsibilities and duties, and compensation for the special assignment.
  - 7.6.3.3 District approved special assignments will be advertised and all unit members will have the opportunity to apply.
    - 7.6.3.3.1 Letters of interest will be submitted to the Office of Human Resources.
    - 7.6.3.3.2 The appropriate Educational Administrator and one faculty member appointed by LCFA will review applicant materials, conduct interviews, if necessary, and make a selection.

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7.7 Additional Assignments

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

7.7.1. Additional assignment compensation is paid by stipend.

7.8 Eleven and Twelve Month Contracts

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

<u>Assignment</u>	<u>Duration</u>
Counselors	11 months
Director of Academic Resources	11 months
Learning Disabilities Specialist	11 months
Agriculture Instructor	11 months
Work Experience Coordinator	11 months

7.9 Coaches of Intercollegiate Sports

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

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

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

7.9.2.2 Shall receive a stipend not to exceed \$15,000 for the first year for performing head coaching duties. Following an evaluation of recruitment efforts, adherence to policies and team performance; the wage may be raised

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incrementally not to exceed a total of \$25,000 for one academic year. Following the evaluation based on the same criteria, in subsequent contracts, the stipend may be decreased. The maximum stipend for any sport is \$25,000. Payment of the stipend will be made in twelve (12) monthly installments for the academic year. The stipend may be pro-rated for less than twelve months.

7.10 Director of Academic Resources, Work Experience Coordinator

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

- 7.10.1 Providing services for students and staff.
- 7.10.2 Establishing and maintaining communication with the various instructional areas, the administration and the staff of the District.
- 7.10.3 Demonstrating continuing education toward maintaining currency with developments and changes in subject-matter field through coursework, conferences, workshops, seminars, professional training, and professional reading; or informal learning experiences as they pertain to the unit member's subject area.
- 7.10.4 Attending graduation ceremonies.
- 7.10.5 Fulfilling flex obligation.
- 7.10.6 Participating in and completing Instructional or Non-Instructional Program Review as appropriate.
- 7.10.7 Supervising the care and maintenance of equipment provided for student use.
- 7.10.8 Reporting absences to the appropriate Educational Administrator.
- 7.10.9 Directing the work of classified staff as appropriate to the assignment. Meet with the classified staff's supervising manager at the beginning of a term to discuss the classified staff's job description, daily or weekly scheduling of the classified staff, and mutually agreed expectations of the classified staff. As a result of the meeting, the supervising manager

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will provide the LCFA unit member with a concise document identifying the classified staff's schedule and job expectations. The LCFA unit member will provide the classified staff's supervising manager with verbal anecdotal job performance information as needed for the purposes of employee evaluation. LCFA unit members will not evaluate classified staff.

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

## 7.11 Division Chairs

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

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- 7.11.1.6 Make recommendations during the first two (2) weeks of the Fall and Spring semesters concerning the addition or cancellation of classes and/or any other change to Department or Division schedules.
- 7.11.2 In accordance with Article 4.1.2, Division structure and the number of Division Chairs may be modified by the District in consultation with LCFA and faculty involved. Selection of Division Chairs shall be in accordance with Appendix E.
- 7.11.3 Division Chairs shall be provided a monthly stipend calculated at the top of the Salary Schedule for service during any regular academic year.
  - 7.11.3.1 Should the District request Division Chairs to serve beyond the regular academic year, the Chairs will be granted the opportunity for twenty-two (22) consecutive week days without service requirements.
  - 7.11.3.2 Division Chairs receiving a ten percent (10%) stipend shall perform their duties an average of three and three quarters (3.75) hours per week. Division Chairs receiving a twelve and one-half percent (12.5%) stipend shall perform their duties an average of four and six tenths of an hour (4.6) hours per week. Division Chairs receiving a fifteen percent (15%) stipend shall perform their duties an average of five and six tenths of an hour (5.6) hours per week.

7.12 Accreditation Chair

- 7.12.1 Under the direction of the Superintendent/President or designee, responsibilities of the Accreditation Chair shall include, or be reasonably related to the following:
  - 7.12.1.1 Coordinate the District activities relating to the development of the accreditation self-study, midterm report, and follow-up reports.
  - 7.12.1.2 Provide direction to the committees that are responsible for activities related to accreditation.
  - 7.12.1.3 Develop accreditation activities that need to be accomplished for each academic year.
  - 7.12.1.4 Develop timelines for accreditation activities for each academic year.

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7.12.1.5 Monitor District activities and compliance with commission recommendations.

7.12.1.6 Attend all meetings related to the accreditation process, to include: Board of Trustees meetings, subcommittee meetings, meetings of the Academic Senate, CSEA, Management Group, LCFA, ASB, Administration, Consultation Council, and other groups that are formed as needed.

7.12.2 Selection of the Accreditation Chair shall be in accordance with Appendix E.

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

### 7.13 Lead Counselor

7.13.1 Under the direction of the appropriate Educational Administrator, the responsibilities of the Lead Counselor shall include, or be reasonably related to the following:

7.13.1.1 Provide oversight to the District counseling program; prepare agendas and related materials for weekly counselor meetings.

7.13.1.2 Serve as liaison between the counselors and the appropriate Educational Administrator.

7.13.1.3 Work with Division Chairs and the Office of Instruction on course scheduling issues.

7.13.1.4 Directing the work of classified staff as appropriate to the assignment. Meet with the classified staff's supervising manager at the beginning of a term to discuss the classified staff's job description, daily or weekly scheduling of the classified staff, and mutually agreed expectations of the classified staff. As a result of the meeting, the supervising manager will provide the LCFA unit member with a concise document identifying the classified staff's schedule and job expectations. The LCFA unit member will provide the classified staff's supervising manager with verbal anecdotal job performance information as needed for the purposes of employee evaluation. LCFA unit members will not evaluate classified staff.

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- 7.13.1.5 Directing the work of Student workers as appropriate to the assignment and as agreed to in the request made by the faculty member for a student worker and subsequent approval of that request.
- 7.13.1.6 Coordinate and schedule the one hundred and ninety-nine (199) day calendars for full-time counselors and any adjunct counselors, as required.

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

#### 7.14 Director of Nursing

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

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- 7.14.1.12 Complete and submit annual report to the Board of Vocational Nursing.
- 7.14.1.13 Establish and maintain relationships with appropriate clinical facilities for student clinical experiences.
- 7.14.1.14 Schedule clinical facilities for student clinical experiences.
- 7.14.1.15 Process student applications for admission into the LVN and CNA programs.
- 7.14.1.16 Conduct local annual advisory Vocational Nursing Board meetings.

**7.15 Minimum Qualification/Equivalency Liaison**

- 7.15.1 Under the direction of Academic Senate, responsibilities of the MQ/Equivalency Liaison shall include, or be reasonably related to the following:
  - 7.15.1.1 Review transcripts of all applicants for full and adjunct faculty positions and compare to Board of Governor's adopted minimum qualification for disciplines list.
  - 7.15.1.2 Prepare and sign certification of minimum qualification forms for signature by academic dean and equivalency forms for consideration by subject area faculty, Academic Senate (signature) and subsequently Governing Board (formal action on consent agenda) consistent with Academic Senate adopted procedures.
  - 7.15.1.3 Maintain and annually update Minimum Qualification/Equivalency Handbook with actions by the Board of Governors, establishing new and revised minimum qualifications and disciplines, as well as local Curriculum Committee/Academic Standard's Committee actions assigning courses to disciplines in addition to any changes to the procedures adopted by the Academic Senate.
  - 7.15.1.4 Work with the Curriculum Committee/Academic Standards Committee and Academic Services support staff to assure data validation so that all courses are appropriately assigned to disciplines adopted by the Board of Governors.

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

- 7.16.1 Under the direction of Academic Senate, responsibilities of the FD/FA Chair shall include, or be reasonably related to the following:
- 7.16.1.1 Assist in the development of on-campus professional activities for convocation, flex and other days.
  - 7.16.1.2 Assist in the development of professional development, specifically flex, forms and surveys.
  - 7.16.1.3 Assist in the preparation of the college Professional Development Plan.
  - 7.16.1.4 Assist in the preparation of the year-end Flexible Calendar Report.
- 7.16.2 The District will provide the FD/FA Chair with a schedule for determination of development and flex activities and for other related work.
- 7.16.3 The District will provide the FD/FA Chair with all materials and clerical support necessary to complete the scheduled tasks.

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## 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 Educational Administrator. When advance notification is not reasonably possible, the unit member shall submit notice by telephone to the Office of the appropriate Educational Administrator, 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 Educational Administrator informed. In all cases, an Employee Leave slip shall be completed by the unit member and forwarded to the appropriate Educational Administrator or designee upon the unit member’s return to work.
- 8.1.4 If not completed in advance of the leave, within three (3) working days of termination of the absence, the unit member shall complete the report of absence form stating the reason for absence. Appropriate documentation supporting the reason for the unit member’s absence may be required.
- 8.1.5 A member shall not be allowed to undertake any gainful employment while on leave of absence or sick leave. The member may be required to certify that he/she was not gainfully employed.
- 8.1.6 A unit member shall receive no compensation for time absent from regularly assigned duties, except as otherwise provided in this Agreement or by order of the Superintendent/President.
- 8.1.7 Salary deduction for unpaid absences shall be computed as follows: each day of such absence shall result in the deduction of a fraction of days absent divided by the number of service days for which the unit member is obligated. When the unit member is absent from a portion of a day’s work, the equivalent portion of daily salary shall be deducted from the unit member’s monthly check. Absences will be recorded to the nearest half (0.5) hour. The portion will be based on a 7.5 hour workday.

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

## 8.2 Sick Leave

8.2.1 A unit member who is employed full-time for the full academic year shall be entitled to ten (10) days leave of absence or illness or injury per year. An employee, who is employed for fewer than five (5) days per week, or for less than a full academic year, will receive the proportional number of days of leave.

8.2.2 Pay for any day of absence covered by this leave shall be the same as the pay which would have been received had the unit member worked during his/her regular assigned hours on the day of leave.

8.2.3 The full amount of the leave granted each year under this Section shall be available on the first day of each academic year and need not be accrued prior to taking such leave.

8.2.4 Unused leave granted under this Section shall be accumulated from year to year.

8.2.5 Unused sick leave accrued in California public elementary schools, secondary schools, or community colleges may be transferred in accordance with Education Code, Section 87782. Official verification of unused sick leave shall be forwarded to the appropriate office where it will be credited to the unit member's sick leave balance.

8.2.6 Absence covered by accumulated sick leave shall be at full pay. When all accrued sick leave has been used and additional absence is necessary, the unit member shall be paid 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.

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- 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 Educational Administrator for their area or designee. One (1) day shall be granted by the District. Any of the additional five (5) days shall be deducted from the member's accumulated sick leave.
- 8.3.2 Personal necessity includes: emergencies related to the unit member's home in cases of natural disaster or accident; illness or accident to the unit member's immediate family (as defined in Article 8.3.3); appointments for the purpose of conducting personal legal affairs of financial transactions that cannot be conducted outside of working hours; receipt of summons, subpoena, or other judicial order requiring absence from work, excluding jury duty; observance of a major religious holiday of the unit member's faith; or, parental responsibilities that cannot be scheduled outside of working hours.

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- 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 accumulated from year-to-year. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the member shall be entitled to only that amount remaining at the end of the fiscal year, in which the injury or illness occurred, for the same illness or injury.

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- 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 accrued sick leave acquired under Section 8.2.1. When industrial accident or illness leave has been exhausted, other sick leave accrued under Section 8.2 will then be used; but if a member is receiving worker's compensation he/she shall use only so much of his/her accumulated or available sick leave, accumulated compensating time off, vacation or other available leave, which, when added to the worker's compensation award, provide for a full day's wage or salary.
- 8.4.6 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.

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8.6 Jury Duty Leave

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

8.7 Military Leave

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

8.8 Leave without Pay

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

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

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

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

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

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

8.9 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.

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8.9.2 When a disability necessitated by pregnancy, miscarriage, childbirth, or recovery there from occurs, the unit member shall be responsible for having her physician send another letter to the personnel office stating the disability termination date and that the unit member is able to resume all duties associated with her position. In the event that a requested leave of absence under Section 8.2 begins prior to the beginning date of disability or extends beyond the disability termination date as described by the unit member's physician, such additional period(s) of time shall not be part of the unit member's sick leave or extended sick leave.

8.9.3 Whenever possible, the unit member shall provide the District's personnel office with a written statement, no later than thirty (30) days prior to the date when the unit member wishes her 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:

- 8.11.2.1 **Advanced Academic Study:** applicants for a Sabbatical leave under this section shall submit a detailed program of academic study, either graduate or undergraduate (or combination), equal to a full course load.
- 8.11.2.2 **Professional Study Projects:** applicants under this section shall submit a detailed statement of the professional study projects to be undertaken. While such studies need not be undertaken under the auspices of a collegiate institution, they must constitute an organized program of full-time study designed to enhance the unit member's performance in his or her area of specialization. Such projects may include research within the area of specialty, research in the area of teaching, or creative projects.
- 8.11.2.3 **Travel:** applicants under this section shall submit a detailed statement of the proposed itinerary and its specific relation to the teacher's field. Applicants must remain in travel status for at least three and one-half (3.5) months for each semester of leave granted.
- 8.11.2.4 **Study through Work Experience:** applicants under this section shall submit a detailed statement of the work experience project. This program is available chiefly to unit members in vocational subjects who intend to study in schools maintained by a business or industry for craftspeople or technical workers or those who intend to obtain work experience in their vocational field. A specific school or job opportunity must be submitted with the program.
- 8.11.3 All unit members are eligible for a sabbatical leave after completion of seven (7) consecutive years of full-time service in the District. The year in which the sabbatical leave is taken does not apply toward the next seven (7) year period for eligibility. A full-time leave of absence granted by the District does not interrupt consecutive service but shall not count as one (1) of the seven (7) years.
- 8.11.4 Sabbatical leaves may be granted for not less than one (1) full semester or more than two (2) consecutive semesters. A one (1) semester sabbatical leave may be granted for either the Fall or Spring semester.
- 8.11.5 Applications for sabbatical leave shall be submitted on a form provided by the appropriate Educational Administrator. This form must be submitted by November 15 for sabbatical leaves beginning the following Fall semester and by April 15 for leaves beginning the following Spring semester.

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

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

## 8.12 Mini-Sabbatical Leaves

- 8.12.1 Mini-sabbaticals are intended to increase the ability of full-time faculty to perform additional duties such as teaching in additional disciplines.
- 8.12.2 Mini-sabbaticals may be granted to unit members for advanced academic study of either graduate or undergraduate (or combination), equal to not more than a 40% load.
- 8.12.3 A unit member's load will be reduced by 10% for each three unit upper division or graduate level semester-length course in which they are enrolled. Courses of different lengths and unit values will be prorated.
- 8.12.4 All cost of instruction fees will be borne by the unit member.

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- 8.12.5 All full-time unit members are eligible for a mini-sabbatical from the date of initial hire.
- 8.12.6 Mini-sabbaticals may be granted for not more than four (4) consecutive semesters.
- 8.12.7 Applications for mini-sabbaticals shall be submitted on a form provided by the appropriate Educational Administrator. This form must be submitted by September 15 for sabbatical leaves beginning the following Spring semester and by February 15 for leaves beginning the following Fall semester.
- 8.12.8 A mini-sabbatical selection committee, chaired by the appropriate Educational Administrator and composed of two (2) faculty members appointed by the Academic Senate, and two (2) faculty members appointed by the LCFA, shall evaluate all applications.
- 8.12.8.1 The applications will be evaluated according to the benefit of the proposed course of study to the District through increasing the number of faculty services areas held by the faculty member.
- 8.12.8.2 In addition, the committee shall interview the candidates to gain further insights into the proposal and then make recommendations to the Superintendent/President for submittal to the Board. The committee recommendations shall be forwarded to the Superintendent/President by November 1 for mini-sabbaticals beginning the following Spring semester, and April 1 for min-sabbaticals beginning the following Fall semester.
- 8.12.9 After being notified that their application has been approved by the Board, applicants shall accept or reject the leave in writing within fifteen (15) calendar days.
- 8.12.10 Mini-sabbaticals, once granted and accepted, shall be canceled or modified only by mutual agreement between the College and the unit member involved.
- 8.12.11 Each unit member with a mini-sabbatical shall file with the appropriate Educational Administrator a written progress report no later than thirty (30) days after the end of each semester. The report shall contain data on activities of the unit member and transcripts of all college and university work completed.

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

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## Article 9 – Salary

### 9.1 Faculty Salary Schedule-Initial Placement

The salary schedules for full-time and adjunct unit members is set forth in Appendix A. The placement of full-time members on the salary schedule is based upon the following criteria:

- 1 year full-time collegiate teaching experience will equal 1 step placement, up to maximum step allotment.
- Adjunct collegiate teaching experience, including paid collegiate teaching experience during completion of a masters or doctorate, based on full-time equivalent calculation, will equal full-time step placement.
- 2 years full-time secondary, industry, or military teaching experience will equal 1 step placement, up to the maximum step allotment.

#### 9.1.1 COLA

Effective July 1, 2014, and each fiscal year thereafter, the Faculty Salary Schedule shall be increased based upon the District's funded COLA. If, during any fiscal year, the Districts funded COLA is reduced after adoption of the State's budget for any reason such as mid-year budget cuts, the District will continue to provide the funded COLA to the unit members for that fiscal year. However, the District will recapture the difference between the funded COLA and any reduction in subsequent fiscal year(s) by reducing the Faculty Salary Schedule.

#### 9.1.2 2017-2018 Compensation

The current 2017-2018 Faculty Salary Schedule will be increased for the 2017-2018 fiscal year by three percent (3%). The compensation increase will be paid retroactively to July 1 2017.

#### 9.1.3 2018-2019 Compensation

Compensation for the 2018-2019 year will be negotiated per Article 25.1.1.

#### 9.1.4 2019-2020 Compensation

Compensation for the 2019-2020 year will be negotiated per Article 25.1.2

#### 9.1.5 Longevity

Step 15, 18 and 21 are longevity steps on the Faculty Salary Schedule, Appendix A. Step 15 is a 2.4% increase over step 10 of the Faculty Salary Schedule for all faculty members attaining 15 years of service. Step 18 is a 2.4% increase over step 15 of the Faculty Salary Schedule for all faculty members attaining 18 years of service. Step 21 is a 2.4% increase over step 18 of the Faculty Salary Schedule for all faculty members attaining 21 years of service. Longevity steps will not be used in any other contractual calculations such as Pro-Rata or adjunct/overload rates.

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9.2 Compensation

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

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

9.3 Overload Compensation

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

9.4 Compensation and Absences

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

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

9.5 Pay Periods

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

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9.6 Compensation and PE Courses

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

9.7 Stipends

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

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

9.7.1.2 The Accreditation chair shall be provided a monthly stipend of ten (10%) calculated at the top of the Faculty Salary Schedule plus twenty percent (20%) reassigned time for ten months.


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

9.7.1.4 The Division chairs shall be provided monthly stipends of ten (10%), twelve and one-half (12.5%) or fifteen (15%) percent dependent upon the number of chairs calculated at the top of the Faculty Salary Schedule for ten months.

9.7.1.4.1 The District designated four (4) Division Chairs each receiving a ten percent (10%) stipend calculated at the top of the Salary Schedule for service during the academic year. If the District reduces the number of Division Chairs to three (3), each remaining Chair shall receive a stipend of twelve and one-half percent (12.5%) calculated at the top of the Faculty Salary Schedule for service during any regular academic year. If the District reduces the number of Division Chairs to two (2), each remaining Chair shall receive a stipend of fifteen percent (15%) calculated at the top of the Faculty Salary Schedule for service during any regular academic year.

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- 9.7.1.5 The Flex Development/Flex Activity Chair shall be compensated at the current pro-rata hourly rate as verified by time card submittal not to exceed 70 hours per year for ten months.
- 9.7.1.6 The Lead Counselor shall be provided a monthly stipend of ten percent (10%) calculated at the top of the Faculty Salary Schedule for eleven months.
- 9.7.1.7 The Minimum Qualification/Equivalency Liaison shall be compensated at the current pro-rata hourly rate as verified by time card submittal not to exceed 150 hours for ten months.
- 9.7.1.8 Should the District require the Academic Senate President, Accreditation Chair, Curriculum Chair or Division Chairs, to serve beyond the regular academic year (ten months) or Lead Counselor to serve beyond eleven months, the individuals will be compensated at the current pro-rata hourly rate verified by time card submittal. [See Appendix A]
- 9.7.1.9 The amount of the stipend will be prorated for less than ten months for all positions except the Lead Counselor, which will be prorated for less than eleven months for a full year.
- 9.7.1.10 The Director of Nursing shall be 10 month tenure track position with 60% Administration of the Nursing Program and a 40% Faculty teaching load. The Director of Nursing may earn an additional annual stipend not to exceed \$25,000 per year, paid in ten (10) equal installments for the academic year for performing the duties of the position. The amount of the stipend shall be prorated for less than a full year.
- 9.7.2 Special assignment compensation may be provided for special assignments (Article 7.6) on a case- by-case basis following successful negotiation between the District, LCFA, and the unit member.
- 9.7.3 An earned doctorate will receive a \$500 annual compensation.
- 9.7.4 Distance Education Instructors shall receive an \$85/semester reimbursement when teaching one or more Internet courses in a semester.

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## Article 10 – Health and Welfare Benefits

### 10.1 Premium Cost

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

- 10.1.1 Effective July 1, 2017, the District will increase the maximum amount that the District will pay for actual premium costs per month for full-time faculty (“health benefit cap”) by \$100 per month. This increase will be paid retroactive to July 1, 2017. This increases the maximum Health Benefit cap to \$1,599.55 monthly for a total of \$19,194.60 yearly.
- 10.1.2 Cash-in-lieu – if a benefited unit member’s health plan premium cost is less than the health benefit cap, unit member shall receive the difference. However, if a benefited unit member’s health plan premium cost exceeds the health benefit cap, unit member shall pay the difference.
- 10.1.3 Effective July 1, 2008, and each fiscal year thereafter, the health benefit cap shall be increased based upon the District’s Funded COLA. (See Appendix B.)
  - 10.1.3.1 If, during any fiscal year, the District’s Funded COLA is reduced after adoption of the State’s budget for any reason such as mid- year budget cuts, the District will continue to provide the Funded COLA to unit members for that fiscal year. However, the District will recapture the difference between the Funded COLA and any reduction in subsequent fiscal year(s) by reducing the health benefit cap.

### 10.2 Premium Cost Modifications

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

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

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

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## Article 11 – Layoffs

### 11.1 General Provisions

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

### 11.2 Reduction of Faculty

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

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

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

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

11.3.1 Disciplines are those established by the state.

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

11.3.3 Minimum qualifications are those 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 (60) days of hire.

11.4 Effects of Layoff

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

11.5 Extension of Health Benefits (COBRA)

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

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## Article 12 – Grievance Procedure

### 12.1 Purpose

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

### 12.2 Definitions

12.2.1 Grievance – An allegation by one or more unit members or the LCFA that there has been a violation, misinterpretation, or misapplication of specific provisions of the contract.

12.2.2 Grievant – The unit member, unit members or the LCFA filing the grievance.

12.2.3 Workday – For the purpose of a grievance, a “workday” shall be defined as any day unit members are required to perform their duties.

12.2.4 Party – The grievant or the employer.

12.2.5 Representative – The person chosen or authorized by the LCFA to represent the grievant.

### 12.3 Regulations

12.3.1 All documents, communications, and records dealing with the processing of the grievance shall be filed separately from the personnel files of the participants.

12.3.2 No reprisals of any kind shall be taken by the employer against a grievant or other participant who assisted the grievant by reason of such participation in the grievance procedure.

12.3.3 Nothing contained in this Article shall be construed to deny any unit member of his/her right to present grievances to the employer without the intervention of the LCFA.

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

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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) work days. Within five (5) work days after the appeal, the Superintendent/President will confer with the grievant in an effort to resolve the problem. An LCFA representative may be present at this conference. Within five (5) work days after the conference, the Superintendent/President will present her/his decision in writing, together with supporting reasons to the LCFA and a copy to the grievant and appropriate Educational Administrator. If the Superintendent/President does not respond within the timelines, the grievant may appeal the grievance to the next step. The timelines may be extended by mutual agreement.
- 12.4.4 **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.
- 12.4.5.1 Upon receiving a request for arbitration, the President shall request a list of seven (7) arbitrators from the California Mediation and Conciliation Service. As soon as possible after receiving the list of names from the Service, representatives of the District and the LCFA shall alternately strike a name until one name remains. The person named shall serve as arbitrator.
- 12.4.5.2 The arbitrator shall conduct a hearing at which both parties may present witnesses and evidence. It shall be the function of the arbitrator, and he/she is empowered except as his/her powers are herein limited, after investigation and hearings, to make a proposed decision to the Board of Trustees in cases of alleged violation of the specific articles and sections of this Agreement. The arbitrator shall render a decision on the issue(s) submitted.

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

The decision of the arbitrator shall be advisory to the Board of Trustees which may accept, reject or modify the arbitrator's proposed decision.

- 12.4.5.4 Each party shall bear the cost of preparing and presenting its own case in arbitration. All fees and expenses of the arbitrator and the arbitration process shall be shared equally by the parties. The grievant, the grievant's representative and the grievant's witnesses shall be compensated at the regular rate and provided a substitute if the arbitration hearing is held during scheduled class time.

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## Article 13 – Maintenance of Operations

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

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## Article 14 – Past Practices

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

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## Article 15 – Severability

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

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## Article 16 – Completion of Negotiations

### 16.1 The Agreement

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

#### 16.1.1 Memorandum of Understanding (MOU)

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

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

### 16.2 Bargaining Restrictions

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

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

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

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

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

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

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## Article 17 – Resignations

### 17.1 Letter of Resignation

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

### 17.2 Resignation Timeline

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

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## Article 18 – Reduced Work Load Program

### 18.1 Eligibility

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

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

### 18.2 Specifications

- 18.2.1 Minimum reduced workload employment must be the equivalent of at least half the number of days of service required by the member's contract of employment during the last year served in a full-time, certified position. If the member performs service that is less than half time, the Reduced Workload Program will be suspended for that particular school year.
- 18.2.2 The salary paid must be pro-rata share of the salary that would have been earned had the member not elected to enter the Reduced Workload Program. (The salary must be at least half the salary the member would have earned on a full-time basis.)
- 18.2.3 The District must contribute to STRS an amount based upon the salary that would have been paid had the member been employed full-time, at the Reduced Workload Contribution Rate specified by the Teachers' Retirement Board.
- 18.2.4 The unit member must contribute eight percent (8%) of the salary which would have been paid had the member been employed full-time.
- 18.2.5 The agreement to participate in the program can be revoked only with mutual consent of both the participant and the District.
- 18.2.6 Participants will receive the same health and welfare benefits to which they would have been entitled if employed full-time.

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- 18.2.7 Reduced Workload Agreements may be no less than one (1) year in duration nor longer than three (3) years in duration.
- 18.2.8 Unit members participating in the program are not eligible for sabbatical leave.
- 18.2.9 The District's decision to grant or deny a request will be based on availability of funds, others in the program, need for services in the faculty member's discipline, and availability of replacement faculty.

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## Article 19 – Calendar

### 19.1 Committee Membership

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

### 19.2 Committee Meetings

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

### 19.3 Calendar Timeline

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

### 19.4 Calendar Changes

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

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**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.

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## Article 21 – Academic Freedom

### 21.1 Policy

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

### 21.2 Application

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

### 21.3 Harassment

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

### 21.4 District Restraint

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

### 21.5 Declaration of Purpose

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

### 21.6 Specifications

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

### 21.7 Intellectual Property Rights

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

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## 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.

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## Article 23 – Non-Discrimination

### 23.1 Non-Discrimination

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

### 23.2 ADA Application

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

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## Article 24 – Adjunct Faculty

### 24.1 Assignment

- 24.1.1 Assignment of adjunct faculty will be made by the District. Except as delineated in this Agreement adjunct faculty members have no rights other than those provided in the Education Code.
- 24.1.2 All adjunct faculty assignments shall be less than sixty-seven (67%) of an annual full-time equivalent faculty (FTEF) assignment.
- 24.1.3 All adjunct faculty may substitute on a day-to-day basis in classroom assignments without any change in their employment status (i.e., day-to-day substitute assignments will not increase the part time faculty FTEF). Day-to-day substitution means substitute assignments of one or more days, consecutive or otherwise.
- 24.1.4 Adjunct faculty will be compensated in accordance with the Faculty Salary Schedule in Appendix A.
- 24.1.5 Adjunct faculty who accept assignments outside of his/her instructional contract (e.g., hiring committees) shall be compensated in accordance with the Faculty Salary Schedule in Appendix A.
- 24.1.6 When requested by the District to prepare and/or to submit course materials (e.g., course syllabus) for projected course teaching assignment[s], adjunct faculty will be compensated for three (3) hours for each course, but not each section of each course. This compensation is separate from any and all course teaching contracts.

### 24.2 Seniority

- 24.2.1 Seniority shall be the cumulative total of semesters that an adjunct faculty has completed a teaching contract for at least one course, regardless of unit value, modality or duration, within a recognized discipline (Faculty Service Area – FSA). The District shall compile and maintain seniority values (Adjunct Seniority List) on a semester basis. The Adjunct Seniority List shall be available to Division Chairs for assignment and scheduling purposes.
- 24.2.2 Adjunct faculty seniority does not guarantee a right to employment; however, seniority does establish a reasonable expectation of continued employment for adjunct faculty if the class schedule has available classes for the adjunct to teach within their FSA.
- 24.2.2.1 Section 24.4 – Evaluation contains language that addresses “Needs Improvement” and “Unsatisfactory” Evaluations.

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

24.3 Office Hours for Adjunct Instructors

- 24.3.1 Adjunct instructors are not required to provide office hours to students as part of their assignment. However, should an adjunct instructor who teaches forty percent (40%) of a full load elect to provide office hours, they may receive compensation for such time to the extent the District receives funds from the State of California for adjunct faculty office hours.
- 24.3.2 Compensation will be paid for one (1) hour per week for each three (3) - unit class (or equivalent). The rate of pay for an adjunct instructor providing office hours will be the instructor’s normal hourly rate. To receive compensation, an adjunct instructor must complete an

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“Application for Adjunct Instructor Office Hours” and submit the application to the Office of Instructional Services no later than thirty (30) days after the first day of each semester class.

- 24.3.3 Office hours will be approved on a first-come, first-served basis. Part-time faculty members will be paid for approved office hours at the time the money is received from the State for adjunct office hours up to the total funds received from the State for that semester.
- 24.3.4 It is the responsibility of each adjunct faculty member to identify the time and location for office hours.
- 24.3.5 If no office hours are approved and/or provided, no money will be paid to the adjunct faculty member; if no money is received from the State of California for adjunct office hours, the adjunct faculty member will receive no compensation.

#### 24.4 Evaluation

- 24.4.1 Adjunct faculty must be evaluated during the first three semesters of the unit member’s initial employment. Thereafter, adjunct faculty will be evaluated at least every third (3<sup>rd</sup>) semester of employment. The appropriate Educational Administrator, or designee, will conduct all evaluations of adjunct faculty.
- 24.4.2 Summer Session will be considered a “semester” for adjunct faculty evaluation purposes in this Agreement for adjunct faculty teaching only during the Summer.
- 24.4.3 Adjunct faculty shall be evaluated using the appropriate Evaluation Form B or D (See Appendix F). Adjunct faculty evaluated as “unsatisfactory” shall have the recommendation of “Removal from the adjunct faculty pool” selected. Adjunct faculty evaluated as “Needs Improvement” shall have the recommendation of “Continuation in adjunct faculty pool” or “Removal from the adjunct faculty pool” selected. If “Continuation in adjunct faculty pool” is selected, specific improvement recommendations to become Satisfactory must be included in the recommendation section of Form B or D.
- 24.4.4 Adjunct faculty evaluated as “Needs Improvement” shall be evaluated the following semester.
- 24.4.5 Adjunct faculty teaching only during Summer Sessions shall be evaluated at least every other Summer Session after their initial three semester evaluation period.
- 24.4.6 Adjunct faculty shall be compensated for their pre- and post- evaluation preparation and meetings at their hourly rate. Compensation shall be one (1) hour for preparation and one (1) hour for each meeting.

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## 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, 2020. There shall be no reopener provisions to this agreement except by mutual consent by the parties.
- 25.1.1 Negotiations for Article 9 (Salary) and Article 10 (Health and Welfare Benefits) for the 2018-2019 academic year will occur with mutual sunshining of proposals to the board in September, a 30 day comment period, and commencement of negotiations after the board meeting in October 2018.
- 25.1.2 Negotiations for Article 9 (Salary) and Article 10 (Health and Welfare Benefits) and up to two (2) other articles for each party for the 2019-2020 academic year will occur with mutual sunshining of proposals to the board in February 2019, a 30 day comment period, and commencement of negotiations after the board meeting in March 2019. It is preferable that the 2018-2019 negotiations are completed before March 2019, but if negotiations for the 2018-2019 year have not been completed, the 2019-2020 negotiations will commence on time and both negotiations will continue to their individual completions.
- 25.2 At the first regular Board meeting in February preceding the expiration of this Agreement, the District and the LCFA shall mutually present to the Board their initial proposals for a successor agreement. After a 30 day comment period, negotiations will commence no later than fifteen (15) District business days after the regular March Board meeting.
- 25.3 The provisions of this Agreement shall remain in effect pending completion of negotiations on a successor agreement.

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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:

Sophia Wages  
Board President

Carrie Myman  
LCFA President

Dated: 5/24/19

Dated: 11/2/18

Dr. Marlon R. Hall  
Superintendent/President

Robert Schofield  
Chief Negotiator

Dated: 5/23/19

Dated: 11/2/18

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**Appendix A**  
**Faculty Salary Schedule**

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

Hourly pro-rata compensation rate will be based on step 10  
Adjunct and overload rate will be calculated on step 8

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

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

**Pro-Rata Hourly Schedule**

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

**Adjunct and Overload Hourly Schedule**

<b>Step 8 Divided by 2 semesters</b>	<b>\$38,568.00</b>	<b>\$39,724.55</b>	<b>\$39,724.55</b>
<b>Divided by 5 courses</b>	<b>\$7,713.50</b>	<b>\$7,944.91</b>	<b>\$7,944.91</b>
<b>Times 31%</b>	<b>\$2,391.19</b>	<b>\$2,462.92</b>	<b>\$2,462.92</b>
<b>Divided by 51 Hours</b>	<b>\$46.89</b>	<b>\$48.30</b>	<b>\$48.30</b>
<b>Adjunct and Overload Hourly Rate</b>	<b>\$46.89</b>	<b>\$48.30</b>	<b>\$48.30</b>

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**Appendix B**  
**Definitions\***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**Appendix C**  
**Tenure Standards**

**A. Tenure Standards for Lassen College**

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

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

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

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

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

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

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

E. Additional Requirements for the Granting of Early Tenure

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

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

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**Appendix D**  
**Overload Calculation Guidelines**

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.

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## Hour and FTEF 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

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**Appendix E**  
**Division Chairs and Lead Counselor Selection Process**

**Division Chairs**

1. All full-time unit members are eligible for the position of Division Chair. Unit members are eligible for a Chair position in any Division regardless of teaching or non-teaching assignment to a designated Division.
2. For the position(s) of Division Chair, the District shall e-mail the position announcement to each full-time unit member during the regular academic year five (5) working days prior to the closing date established by the Selection Committee. Outside the regular academic year, the District shall notify each full-time unit member fifteen (15) working days prior to the closing date established by the Selection Committee.
3. Unit members shall apply by submitting a letter of interest to the Director of Human Resources no later than end of business on the day the search period closes. The District may re-open the search period if warranted.
4. The Selection Committee shall consist of the appropriate Educational Administrator or his/her designee, and two members of the LCFA, appointed by the LCFA President.
5. The Committee shall review all letters of interest and make recommendation(s) to the President/Superintendent, who shall make the final selection(s) and designate the appointment(s).
6. Nothing in this section will abrogate the District's right of assignment.

**Accreditation Chair**

1. All full-time unit members are eligible for the position of Chair.
2. For the position of Accreditation Chair, the District shall e-mail the position announcement to each full-time unit member during the regular academic year five (5) working days prior to the closing date established by the Selection Committee. Outside the regular academic year, the District shall notify each full-time unit member fifteen (15) working days prior to the closing date established by the Selection Committee.
3. Unit members shall apply by submitting a letter of interest to the Director of Human Resources no later than end of business on the day the search period closes. The District may re-open the search period if warranted.
4. The Selection Committee shall consist of the appropriate Educational Administrator or his/her designee, and one member of the LCFA, appointed by the LCFA President.

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5. The Committee shall review all letters of interest and make recommendation to the Superintendent/President, who shall make the final selection and designate the appointment.
6. Nothing in this section will abrogate the District's right of assignment.

#### Lead Counselor

1. Only full-time unit members assigned as Counselors (any percentage) are eligible for the position of Lead Counselor
2. For the position of Lead Counselor, the District shall e-mail the position announcement to each eligible full-time unit member during the regular academic year five (5) working days prior to the closing date established by the Selection Committee. Outside the regular academic year, the District shall notify each full-time unit member fifteen (15) working days prior to the closing date established by the Selection Committee.
3. Unit members shall apply by submitting a letter of interest to the Director of Human Resources no later than end of business on the day the search period closes. The District may re-open the search period if warranted.
4. The Selection Committee shall consist of the appropriate Educational Administrator or his/her designee, and one member of the LCFA, appointed by the LCFA President.
5. The Committee shall review all letters of interest and make recommendation to the Superintendent/President, who shall make the final selection and designate the appointment.
6. Nothing in this section will abrogate the District's right of assignment.

#### Curriculum Chair

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

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**Appendix F  
Faculty Evaluation Forms**

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

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

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

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

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

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

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

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

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

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

**LASSEN COMMUNITY COLLEGE**

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

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

**CHECKLIST OF ACTIVITIES:**

**DATE COMPLETED:**

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

**Final Evaluation:**

Superior  More than Satisfactory  Satisfactory  Needs Improvement  Unsatisfactory

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

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

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

**SIGNATURES:**

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

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

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

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

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

Approved LCFA/LCCD 2/8/2013

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

**LASSEN COMMUNITY COLLEGE**

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

**1. Class Organization:**

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

**2. Effects on Students:**

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

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

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

**4. College District Activities:**

Comments may include, but are not limited to, such areas as: college committees on which you now serve or have recently served (include how often they met, offices held, and accomplishments of the committee), reassigned time responsibilities, division chair or Academic Senate responsibilities, fulfillment of flex and graduation commitments, peer evaluations performed, participation in and completion of program review and participation in student learning outcome assessments.

**5. Contribution to the Profession:**

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

**6. Future Professional Objectives:**

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

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

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

**LASSEN COMMUNITY COLLEGE**

**FULL-TIME INSTRUCTIONAL FACULTY MATERIALS REVIEW**

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

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

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

**Comments:**

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

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

**Comments:**

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

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

**Comments:**

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

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

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

5. **COMMENDATIONS AND RECOMMENDATIONS:**

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

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

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

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**EVALUATOR'S SIGNATURE:**

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

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

**LASSEN COMMUNITY COLLEGE**

**FULL -TIME INSTRUCTIONAL FACULTY  
CLASSROOM VISITATION**

*(NOT for correspondence or online evaluations)*

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

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

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

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

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

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

**Written comments must be provided:**

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

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

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

**LASSEN COMMUNITY COLLEGE**

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

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

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

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

**Syllabus:**

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

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**Course Content:**

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

**Commendations:**

**Recommendations:**

**Overall Recommendation:**

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

**\*Required**

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

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

**LASSEN COMMUNITY COLLEGE**  
**FULL-TIME INSTRUCTIONAL FACULTY**  
**ONLINE SITE VISIT**

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

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

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

**Syllabus:**

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

**Course Content:**

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

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

**Commendations:**

**Recommendations:**

**Overall Recommendation:**

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

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

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

**LASSEN COMMUNITY COLLEGE**

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

**TO THE STUDENT:**

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

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

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

PLEASE CHECK ONE BOX ONLY FOR EACH QUESTION

Rate each item on the following scale:

5 = Superior

4 = More than Satisfactory

3 = Satisfactory

2 = Needs Improvement

1 = Unsatisfactory

N/A = Not Applicable

Clearly explained course requirements 5  4  3  2  1

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

Seems knowledgeable in the subject 5  4  3  2  1

Is well prepared for class 5  4  3  2  1

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

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

Displays enthusiasm in teaching the course 5  4  3  2  1

Motivates interest in the subject area 5  4  3  2  1

Encourages students to participate in class 5  4  3  2  1

Accepts different points of view 5  4  3  2  1

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

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

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

Is willing to assist individual students 5  4  3  2  1

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

Uses required textbook(s) Yes  No

Does the instructor provide beneficial supplemental materials? Yes  No

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

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Is this instructor meeting your learning needs?  
 Would you take another class from this instructor?  
 Are the instructor's tests fair?  
 Are the instructor's standards  
 Does the instructor relate well to students?

Yes  No   
 Yes  No   
 Yes  No   
 Too High  OK  Too Low   
 All  Most  Few

**Additional Written Comments:**

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

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

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**A Word About You**

I expect to receive the following in this class

A  B  C  D  F

So far this semester I have missed:

No meetings of this class

One class meeting

Two to five meetings of this class

More than five class meetings

I ask the instructor for help:


More than once per class meeting

Once a class meeting

Once a week

Occasionally

Never

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

LASSEN COMMUNITY COLLEGE

FULL-TIME INSTRUCTIONAL FACULTY  
STUDENT SURVEY- CORRESPONDENCE

TO THE STUDENT:

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

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

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

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

PLEASE CHECK ONE BOX ONLY FOR EACH QUESTION

Rate each item on the following scale:

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

Instructor:

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

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

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

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

Does the instructor respond to your questions? Yes  No

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

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

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

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

Are the instructor's tests fair? Yes  No

Does the correspondence packet adequately replace classroom instruction? Yes  No

Would you take another class from this instructor? Yes  No

How often do receive communications from the instructor?

At least once every week	<input type="checkbox"/>	Rarely	<input type="checkbox"/>
Once a month	<input type="checkbox"/>	Not at all	<input type="checkbox"/>
Every other month	<input type="checkbox"/>		

Are the instructor's standards Too High  OK  Too Low

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

**Written Comments About the Instructor:**

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

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

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**Correspondence Delivery:**

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

**Written Comments About Correspondence Delivery Method:**

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**A Word About You**

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

I send questions to the instructor:

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

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

**LASSEN COMMUNITY COLLEGE**

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

**TO THE STUDENT:**

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

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

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

PLEASE CHECK ONE BOX ONLY FOR EACH QUESTION

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

**5 =Superior**

**4 =More than Satisfactory**

**3 = Satisfactory**

**2 =Needs Improvement**

**1 =Unsatisfactory**

**N/A =Not Applicable**

**Instructor:**

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

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

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

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

Does the instructor respond to your questions? Yes  No

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

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

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

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

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

Are the instructor's tests fair? Yes  No

Does the online experience adequately replace classroom instruction? Yes  No

Would you take another class from this instructor? Yes  No

Are the instructor's standards Too High  OK  Too Low

**Written Comments About the Instructor:**

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

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Approved LCFA/LCCD 2/12/2013

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

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

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**Online Delivery:**

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

**Written Comments About Online Delivery Method:**

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**A Word About You**

I expect to receive the following in this class

A  B  C  D  F

I am online:

More than four time a week

Less than four times a week

Four time a week

Rarely

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

**LASSEN COMMUNITY COLLEGE**

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

**1. Class Organization:**

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

**2. Effects on Students:**

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

**3. College District Activities:**

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

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

**5. Other Related Information:**

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

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

**LASSEN COMMUNITY COLLEGE**

**ADJUNCT INSTRUCTIONAL FACULTY MATERIALS REVIEW**

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

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

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

**Comments:**

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

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

**Comments:**

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

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

**Comments:**

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

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

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

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

**5. COMMENDATIONS AND RECOMMENDATIONS:**

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

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**EVALUATOR'S SIGNATURE:**

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

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

**LASSEN COMMUNITY COLLEGE**  
**ADJUNCT INSTRUCTIONAL FACULTY**  
**CLASSROOM VISITATION**  
*(NOT for correspondence or online evaluations)*

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

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

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

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

Rate each item on the following scale:

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

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

Written comments must be provided:

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

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

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

5/20/19  
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**Form B-3C Adjunct Instructional Faculty Correspondence Packet Review**

**LASSEN COMMUNITY COLLEGE**

**ADJUNCT INSTRUCTIONAL FACULTY  
CORRESPONDENCE PACKET REVIEW**

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

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

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

**Syllabus:**

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

**Course Content:**

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

Approved LCFA/LCCD 2/8/2013

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

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

**Commendations:**


**Recommendations:**

**Overall Recommendation:**

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

**\*Required**

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

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

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

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

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

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

**Syllabus:**

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

**Course Content:**

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

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18.  YES  NO Introduction Forum where students introduce themselves

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

**Commendations:**

**Recommendations:**

**Overall Recommendation:**

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

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

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

**LASSEN COMMUNITY COLLEGE**

**ADJUNCT INSTRUCTIONAL FACULTY  
STUDENT SURVEY-CLASSROOM**

**TO THE STUDENT:**

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

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

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

PLEASE CHECK ONE BOX ONLY FOR EACH QUESTION

Rate each item on the following scale:

5 = Superior

4 = More than Satisfactory

3 = Satisfactory

2 = Needs Improvement

1 = Unsatisfactory

N/A = Not Applicable

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

Approved LCFA/LCCD 2/8/2013

5/20/19  
REA  
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**Form B-4 Adjunct Instructional Faculty Student Survey-Classroom**

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

Are the instructor's standards Too High  OK  Too Low   
Does the instructor relate well to students? All  Most  Few

**Additional Written Comments:**

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

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---

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

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**A Word About You**

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

So far this semester I have missed:

No meetings of this class   
One class meeting

Two to five meetings of this class   
More than five class meetings

I send questions to the instructor:

At least once every week   
Once a month

Every other month   
Occasionally   
Never

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REA  
CN  
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Form B-4C Adjunct Instructional Faculty Student Survey-Correspondence

LASSEN COMMUNITY COLLEGE

ADJUNCT INSTRUCTIONAL FACULTY  
STUDENT SURVEY- CORRESPONDENCE

TO THE STUDENT:

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

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

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

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

PLEASE CHECK ONE BOX ONLY FOR EACH QUESTION

Rate each item on the following scale:

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

**Instructor:**

- Does the instructor seem knowledgeable in the subject? 5  4  3  2  1  N/A
- Does the instructor clearly explain the course requirements? 5  4  3  2  1  N/A
- Does the instructor clearly explain how you earn your grade? 5  4  3  2  1  N/A
- Does the instructor explain assignment and test expectations? 5  4  3  2  1  N/A

Does the instructor respond to your questions? Yes  No

- Is the response to your questions timely? 5  4  3  2  1  N/A
- Does the instructor answer your questions in sufficient detail? 5  4  3  2  1  N/A
- Are your tests and/or homework returned promptly? 5  4  3  2  1  N/A
- Does the instructor material adequately supplement the text? 5  4  3  2  1  N/A

Are the instructor's tests fair? Yes  No

Does the correspondence packet adequately replace classroom instruction? Yes  No

Would you take another class from this instructor? Yes  No

- How often do receive communications from the instructor?
- At least once every week  Rarely
- Once a month  Not at all
- Every other month

Are the instructor's standards Too High  OK  Too Low

Approved LCFA/LCCD 2/8/2013

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

**Written Comments About the Instructor:**

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

---

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

---

---

**Correspondence Delivery:**

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

**Written Comments About Correspondence Delivery Method:**

---

---

**A Word About You**

I expect to receive the following in this class

A  B  C  D  F

I send questions to the instructor:

At least once every week

Once a month

Every other month

Occasionally

Never

5/20/19  
REA  
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Form B-4N Adjunct Instructional Faculty Student Survey - Online

LASSEN COMMUNITY COLLEGE

ADJUNCT INSTRUCTIONAL FACULTY  
STUDENT SURVEY - ONLINE

TO THE STUDENT:

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

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

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

PLEASE CHECK ONE BOX ONLY FOR EACH QUESTION

Rate each item on the following scale:

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

**Instructor:**

- Does the instructor seem knowledgeable in the subject? 5  4  3  2  1  N/A
- Does the instructor clearly explain the course requirements? 5  4  3  2  1  N/A
- Does the instructor clearly explain how you earn your grade? 5  4  3  2  1  N/A
- Does the instructor explain assignment and test expectations? 5  4  3  2  1  N/A

- Does the instructor respond to your questions? Yes  No
- Is the response to your questions timely? 5  4  3  2  1  N/A

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

Are the instructor's standards Too High  OK  Too Low

**Written comments about the Instructor:**

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

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

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

Approved LCFA/LCCD 2/12/2013

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

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

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**Online Delivery:**

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

**Written Comments About Online Delivery Method:**

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**A Word About You**

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

- I am online:
- |                             |                          |                  |                          |
|-----------------------------|--------------------------|------------------|--------------------------|
| More than four time a week  | <input type="checkbox"/> | Four time a week | <input type="checkbox"/> |
| Less than four times a week | <input type="checkbox"/> | Rarely           | <input type="checkbox"/> |

5/20/19  
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**Form C-1 Full-Time Non-Instructional Faculty Self-Evaluation including Professional Responsibilities**

**LASSEN COMMUNITY COLLEGE**

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

**1. Organization:**

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

**2. Effects on Students:**

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

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

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

**4. College District Activities:**

Comments may include, but are not limited to, such areas as: college committees on which you now serve or have recently served (include how often they met, offices held, and accomplishments of the committee), reassigned time responsibilities, division chair or academic senate responsibilities, fulfillment of flex and graduation commitments, peer evaluations performed, participation in and completion of program review and participation in student learning outcome assessments.

**5. Contribution to the Profession:**

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

**6. Future Professional Objectives:**

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

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

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

**LASSEN COMMUNITY COLLEGE**

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

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

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

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

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

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3. **COMMENDATIONS AND RECOMMENDATIONS:**

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---

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

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

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

5/2019  
RED  
CN  
✓

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

**LASSEN COMMUNITY COLLEGE**

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

**TO THE STUDENT:**

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

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

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

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

PLEASE CHECK ONE BOX ONLY FOR EACH QUESTION

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

5 = Superior

4 = More than Satisfactory

3 = Satisfactory

2 = Needs Improvement

1 = Unsatisfactory

FOR COUNSELING FACULTY ONLY:

Identify the type of service you sought from this counselor:

Academic  Personal  Career  Vocational  Other Counseling

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

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

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

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

FOR ALL FACULTY (Including Counselors):

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

The faculty member was courteous. 5  4  3  2  1

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

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

Approved LCFA/LCCD 2/8/2013

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

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

---

---

---

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

---

---

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

---

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

**LASSEN COMMUNITY COLLEGE**

**Adjunct Non-Instructional Faculty Evaluation  
Certification of Completion/Recommendation**

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

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

**CHECKLIST OF ACTIVITIES:**

**DATE COMPLETED:**

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

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

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

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

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

**Final Evaluation:**

Superior  More than Satisfactory  Satisfactory  Needs Improvement  Unsatisfactory

**Recommendation:**

Continuation in adjunct faculty pool  Removal from adjunct faculty pool

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

**SIGNATURES:**

\_\_\_\_\_  
ADMINISTRATOR

\_\_\_\_\_  
DATE

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

\_\_\_\_\_  
DATE

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

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

**LASSEN COMMUNITY COLLEGE**

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

**1. Organization:**

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

**2. Effects on Students:**

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

**3. College District Activities:**

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

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

**5. Other Related Information:**

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

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

**LASSEN COMMUNITY COLLEGE**

**ADJUNCT NON-INSTRUCTIONAL FACULTY EVALUATION**

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

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

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

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

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

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

- 3. COMMENDATIONS AND RECOMMENDATIONS:**

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

- 4. EVALUATOR'S OVERALL RECOMMENDATION:**

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

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

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

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Form D-4 Adjunct Non-Instructional Faculty Student Survey

LASSEN COMMUNITY COLLEGE

ADJUNCT NON-INSTRUCTIONAL FACULTY STUDENT SURVEY

TO THE STUDENT:

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

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

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

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

PLEASE CHECK ONE BOX ONLY FOR EACH QUESTION

Rate each item on the following scale:

- 5 =Superior
- 4 =More than Satisfactory
- 3 = Satisfactory
- 2 =Needs Improvement
- 1 =Unsatisfactory

FOR COUNSELING FACULTY ONLY:

Identify the type of service you sought from this counselor:

- Academic
- Personal
- Career
- Vocational
- Other Counseling

- Were you able to access a counselor in a reasonable period of time? 5  4  3  2  1
- The counselor explained the course options available for my needs. 5  4  3  2  1
- The counselor prepared or revised my education plan. 5  4  3  2  1
- The counselor satisfactorily answered my question[s]. 5  4  3  2  1

FOR ALL FACULTY (Including Counselors):

- The faculty member made a sincere effort to answer your questions or to meet your stated needs. 5  4  3  2  1
- The faculty member was courteous. 5  4  3  2  1
- The faculty member displayed enthusiasm for me and my plans. 5  4  3  2  1
- Would you return for further assistance from this faculty member? 5  4  3  2  1

Approved LCFA/LCCD 2/8/2013

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

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

---

---

---

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

---

---

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

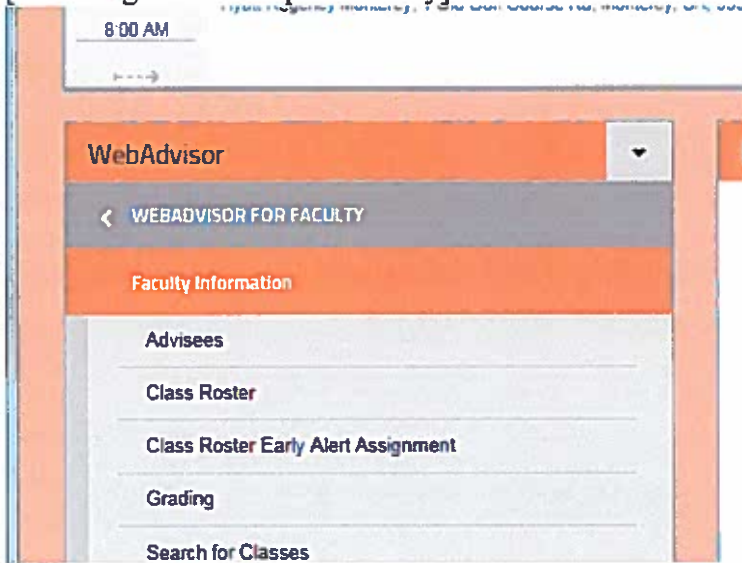
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## Appendix G Miscellaneous Forms

[Lead Page Here – Alphabetically]



### Class Roster Early Alert Assignment

Section Name and Title	Term	Start Date	End Date	Meeting Information	Location	Reg/Avail/Wait
<a href="#">MATH-103-M3533 (3533) Elementary Algebra</a>	2017 Spring	01/17/17	05/26/17	01/17/2017-05/26/2017 Lecture Monday, Wednesday 01:00PM - 02:15PM, Math Science Bldg, Room 121 01/17/2017-05/26/2017 Lab Tuesday, Thursday 01:00PM - 02:15PM, Math Science Bldg, Room 121	Main Campus	11 / 13 / 0

OR: Select a term or date range to change your class list Term  Start Date  End Date

### Class Roster Early Alert Assignment

Course Name and Title	Instructor	Meeting Information	Reg/Avail/Wait
MATH-103-M3533 (3533) Elementary Algebra	R. Stevenson, R. Stevenson, D. Conley, D. Conley	01/17/2017-05/26/2017 Lecture Monday, Wednesday 01:00PM - 02:15PM, Math Science Bldg, Room 121 01/17/2017-05/26/2017 Lab Tuesday, Thursday 01:00PM - 02:15PM, Math Science Bldg, Room 121	11 / 13 / 0

-- Select a different course section

Student ID	RA	Attendance	Low Test Scores	Missed Assignments	Classroom Concern	Tutor Requested	Notes
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Security Access Messages  
None

### Early Alert Counseling Form (To be included after completion)

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**Appendix H  
Intellectual Property Rights**

**Lassen Community College District Policy**

**CCLC No. 3715**

**General Institution**

**BP 3715 INTELLECTUAL PROPERTY**

**References:**

17 U.S. Code Sections 101 et seq.;

35 U.S. Code Sections 101 et seq.;

37 Code of Federal Regulations (C.F.R.) Sections 1.1 et seq.;

Education Code Section 32360;

Education Code Section 32361;

Education Code Section 72207;

Education Code Section 81459.

The Governing Board recognizes that employees of the District may, in carrying out their professional responsibilities, develop intellectual property for use in the educational program. Under applicable law, the Lassen Community College District owns intellectual property created by employees within the scope of employment except as otherwise specified in the District's Board Approved Administrative Procedure No. 3715.

The Superintendent/President shall administer Administrative Procedure No. 3715 to fulfill this Board Policy.

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**General Institution**

**AP 3715 INTELLECTUAL PROPERTY**

**References:**

- 17 U.S. Code Sections 101 et seq.;
- 35 U.S. Code Sections 101 et seq.;
- 37 Code of Federal Regulations (C.F.R.) 1.1 et seq.;
- Education Code Section 32360;
- Education Code Section 32361;
- Education Code Section 72207;
- Education Code Section 81459.

The intellectual property procedure shall be interpreted consistent with other District policies, including, but not limited to, the District’s policy on academic freedom and federal and state statutes and regulations. This procedure shall also be interpreted consistent with all collective bargaining agreements.

**Definitions**

For the purposes of this procedure, the following definitions apply to the following words or phrases:

“**Administrative Activity**” means the execution of the District’s management or administrative functions such as preparing budgets, policies, contracts, personnel management, printing course materials and catalogues, maintenance of computer data, long range planning, and keeping inventories of equipment. Teaching and academic endeavors are not administrative activities.

“**Course Materials**” means materials prepared for use in teaching, fixed or unfixed, in any form, including, but not limited to, digital, print, audio, visual, or any combination thereof. Course materials include, but are not limited to, lectures, lecture notes, and materials, syllabi, study guides, bibliographies, visual aids, images, diagrams, multimedia presentations, web-ready content, and educational software.

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[Signature]

**“Course Syllabus”** means a document that includes information about the outline, standards for student evaluation, and additional information which reflects the academic work of the faculty member.

**“Creator”** means an individual who alone or as part of a group of other creators, invent, author, discover, or otherwise create intellectual property.

**“Digital Encoded Work”** means a work (on a bit-sequence) that can be stored on computer-readable media, manipulated by computers, and transmitted through data networks.

**“District Resources”** means all tangible resources including buildings, equipment, facilities, computers, software, personnel, and funding.

**“Employee”** means an individual employed by the District, and shall include full-time and adjunct faculty, classified staff, student employees, appointed personnel, persons with "no salary" appointments, and academic professionals, who develop intellectual property using District resources, unless there is an agreement providing otherwise.

**“Intellectual Property”** means works, products, processes, tangible research property, copyrightable subject matter, works of art, trade secrets, know how, inventions and other creations the ownership which are recognized and protected from unauthorized exploitation by law. Examples of intellectual property include scholarly, artistic, and instructional materials.

**“Student”** means an individual who was or is enrolled in a class or program at the District at the time the intellectual property was created.

**“Student Employee”** means a student who is paid by the District, and may include students participating in a work study program or who receive stipends while they are acting within the scope of their employment at the District at the time the intellectual property was created.

**“Substantial Use of District Resources”** means financial or technical support over and above the cost of the individual faculty’s normal compensation (regular and/or overload), and/or over and above the Ordinary Support provided to similarly situated faculty members by the District.

**“Ordinary Support”** means reasonable use of the following resources generally made available to similarly situated faculty members: common areas or assigned office space, office computer, local phone use, library use, technical support, and software packages generally made available to the community at large and/or to the faculty member for specific use in the normal course of their employment, and office supplies required for specific use in the normal course of faculty members’ employment.

5/20/19  
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“Work” means an “original work of authorship fixed in a tangible medium” as used in the Copyright Act.

### **Ownership of Intellectual Property**

The ownership rights to a creation at the District shall be determined generally as set forth below, unless ownership is modified by an agreement. (See Form A: Work Made For Hire Agreement and Form B: Contract under which Employee Keeps Copyright of the Work and Gives District a License to Use/Exploit Work).

**Faculty Intellectual Property Rights** – A faculty member who is the creator of an academic work in his/her field of expertise owns the copyright in that work when the academic works are created without Substantial Use of District Resources. Academic works include textbooks, lecture notes or presentations, correspondence course packets, on-line course content shells, media programs, audio and video materials, syllabi and other course materials, literary works, artistic works, musical works, architectural works and software produced with no more than Ordinary Support. Academic works described in this paragraph are owned by the faculty member even though such works may have been developed within the faculty member’s scope of employment or modified by the District to meet academic adjustment needs of students as determined by the District to be reasonably required by law and/or District Policy.

**Employee Intellectual Property Rights** – Intellectual property unrelated to an individual's employment responsibilities at the District that is developed on an individual’s own time without the District’s support or use of District resources is the exclusive property of the creator and the District has no interest in any such property and holds no claim to any profits resulting from such intellectual property.

**District Intellectual Property Rights** – The District owns all other intellectual property, including but not limited to patentable inventions, such as computer software, created by its employees under the following circumstances:

1. If intellectual property is created through the District’s administrative activities by an employee working within his/her scope of employment; or
2. If intellectual property is created by an employee executing a duty or specific assignment designated by the District; or
3. If intellectual property is created through the Substantial Use of District Resources; or
4. If intellectual property is commissioned by the District pursuant to a signed contract; or
5. If intellectual property is produced within one of the nine categories of works considered works for hire under copyright law pursuant to a written contract, or
6. If intellectual property is produced from research specifically supported by state or federal funds or third party sponsorship.

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Where circumstances give rise to District intellectual property rights, as described above, the creator of the potential intellectual property will promptly disclose the intellectual property to the District. The District and the creator may enter into a written agreement whereby the creator executes documents assigning intellectual property rights to the District.

The Superintendent/President may waive the District's interests in its intellectual property by executing a written waiver.

**Student Intellectual Property Rights** – District students who created a work are owners of and have intellectual property rights in that work. District students own the intellectual property rights in the following works created while they are students at the District:

1. Intellectual property created to meet course requirements using college or District resources, and
2. Intellectual property created using resources available to the public.

Intellectual property works created by students while acting as District employees shall be governed under provisions for employees.

### **Modification of Ownership Rights**

The general provisions for ownership of intellectual property rights set forth in Section II may be modified by the parties as follows:

**Sabbatical Works** – Generally, intellectual property created by District employees during a sabbatical is defined as an academic work. However, where a work to be created as part of an approved sabbatical plan requires resources beyond those normally provided to other employees during a sabbatical (substantial use District resources), the parties may enter into an written agreement to define the District and employee's intellectual property rights in the sabbatical work.

**Assignment of Rights** – When the conditions outlined in the sections on employee intellectual property rights or student intellectual property are met, ownership will reside with the employee or student responsible for creating the intellectual property. In these circumstances, the creator may pursue intellectual property protection, marketing, and licensing activities without involving the District. If such a decision is made, the creator is entitled to all revenues received.

Any person may agree to assign some or all of his/her intellectual property rights to the District. In the event the creator offers to share or assign intellectual property rights in the creation to the District, the District may support and finance application for intellectual property protection (trademark, patent, or copyright) or it may enter into an agreement for other exploitation of the work, including management, development and commercialization of the property under terms and conditions as may be agreeable to the parties.

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After evaluating the creator's offer, the District may or may not decide to become involved in a joint investment agreement. A negative response from the District will be communicated in writing to the creator. An affirmative response from the District will be summarized as an offer to enter into a written contract. If the creator accepts the District's proposed contract, any revenues received from commercialization of the intellectual property will be distributed as defined in the contract.

**Sponsorship Agreements** – A sponsored work is a work first produced by or through the District in the performance of a written agreement between the District and a sponsor. Sponsored works generally include interim and final technical reports, software, and other works first created in the performance of a sponsored agreement. Sponsored works do not include journal articles, lectures, books or other copyrighted works created through independent academic effort and based on the findings of the sponsored project, unless the sponsored agreement states otherwise. Ownership of copyrights to sponsored works shall be with the District unless the sponsored agreement states otherwise. Where a sponsorship agreement does not define ownership of the intellectual property, ownership shall be determined under applicable law. Any sponsorship agreement that provides for ownership of the work by one other than the District generally shall provide the District with a nonexclusive, world-wide license to use and reproduce the copyrighted work for education and research purposes.

**Collaboration/Partnership Agreements** – The District may participate in projects with persons/organizations that result in the creation of intellectual property. Ownership rights of such intellectual property will be defined by the collaboration/partnership agreement, or shall be determined under applicable law.

**Special Commissions** – Intellectual property rights to a work specially ordered or commissioned by the District from a faculty member, professional staff member, other District employee, or other individual or entity, and identified by the District, as a specially commissioned work at the time the work was commissioned, shall belong to the District. The District and the employee shall enter into a written agreement for creation of the specially commissioned work.

**Encoded Works/Software for Administrative Activities** – The District may hire an individual or entity to develop software or other encoded works, to be used in the District's administrative activities. The District shall maintain ownership of the intellectual property rights in such encoded works. Similarly, the District shall have ownership of the intellectual property rights in encoded works created by an employee, even where the work was created out of the employee's own initiative, if the work is related to the employee's job responsibilities. For example, if an employee in the student records office creates a software program, on his/her own initiative, that will organize student records, such work is related to the employee's job duties and will belong to the District. Where an employee creates a program that does not relate to his/her job duties, and that program was created on the employee's own time and without District resources, the work belongs to the employee.

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**Collective Bargaining Agreement** – In the event the provisions of these procedures and the provisions of any operative collective bargaining agreement conflict, the collective bargaining agreement shall take precedence.

**Work Acquired by Assignment or Will** – The District may acquire copyrights by assignment or will pursuant to the terms of a written agreement or testament. The terms of such agreements should be consistent with District policies and these procedures.

### **Materials Implicating Third Party Rights**

District employees and students must comply with District policies and state and federal laws, including copyright and privacy laws, in creating works. District employees and students must obtain all required licenses, consents, and releases necessary to avoid infringing the rights of third parties. District employees and students with questions or concerns regarding third party rights should direct all inquiries to the Chief Instructional Officer.

### **Intellectual Property Coordinator**

The Chief Instructional Officer shall be the District's Intellectual Property Coordinator. The coordinator shall administer this procedure and will implement the District's Intellectual Property Policy. The Intellectual Property Coordinator will also monitor the development and use of the District's Intellectual Property. Any questions relating to the applicability of the District Intellectual Property or this procedure may be directed and answered by the Intellectual Property Coordinator.

### **Preservation of Intellectual Property Right**

**Protection of Rights** – The District shall undertake such efforts, as it deems necessary to preserve its rights in original works for which the District is the owner of intellectual property rights. The District may apply for a patent, for trademark registration, for copyright registration, or for other protection available by law on any new work in which it maintains intellectual property rights.

**Payment of Costs** – The District may pay some or all costs required for obtaining a patent, trademark, copyright, or other classification on original works for which it exclusively owns intellectual property rights.

### **Commercialization of Intellectual Property**

**Right of Commercialization** – The District may commercialize its Intellectual Property using its resources or it may enter into agreements with others to commercialize the work as authorized by law.

**Distribution of Proceeds** – An employee who creates a work and retains an intellectual property interest in such work in which the District maintains intellectual property rights is entitled to share in

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royalties, licenses, and any other payments from commercialization of the work in accordance with applicable agreements and applicable laws. All expenses incurred by the District in protecting and promoting the work including costs incurred in seeking patent or copyright protection and reasonable costs of marketing the work, shall be deducted and reimbursed to the District before the creator is entitled to share in the proceeds.

**Intellectual Property Account** – The District shall deposit all net proceeds from commercialization of intellectual property in its own general intellectual property account. The Chief Instructional Officer may use the account to reimburse expenses related to creating or preserving the District’s intellectual property rights or for any other purpose authorized by law and District policy including the development of intellectual property.

### **Notification**

The Intellectual Property Coordinator shall provide a copy of these Intellectual Property Procedures to persons upon request. The District shall arrange training on a periodic basis for faculty, staff and/or other persons who are covered by this Intellectual Property Procedure.

## **Form A: Work Made For Hire Agreement**

### **Course Materials**

This agreement made the [date] day of [month], 20[year], by and between [name of Creator] ("Creator," and if there is more than one Creator then all of them collectively) and the District.

The Creator and the District agree as follows:

#### **1. Title and Copyright Assignment**

- a. Creator and District intend this to be a contract for services and each considers the products and results of the services to be rendered by Creator hereunder (the "Work") to be a work made for hire. Creator acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of District.
- b. If for any reason the Work would not be considered a work made for hire under applicable law, Creator does hereby sell, assign, and transfer to District, its successors and assigns, the entire right, title and interest in and to the copyright in the Work and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Work, and in an to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world.

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- c. If the Work is one to which the provisions of 17 U.S. Code Section 106A apply, the Creator hereby waives and appoints District to assert on the Creator's behalf the Creator's moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions or the Work, in any medium, for District purposes.
- d. Creator agrees to execute all papers and to perform such other proper acts as District may deem necessary to secure for District or its designee the rights herein assigned.

## 2. Delivery of the Work

- a. The Creator will deliver to the District on or before [date] the completed Work (with all illustrations, charts, graphs, and other material, including syllabi, handouts, reference lists, etc., in the medium mutually agreed upon for the Work) in form and content satisfactory to the District.
- b. If the Creator fails to deliver the Work on time, the District will have the right to terminate this agreement and to recover from the Creator any sums advanced in connection with the Work. Upon such termination, the Creator may not have the Work published elsewhere until such advances have been repaid.

## 3. Quoted Material

With the exception of short excerpts from others' works, which constitute fair use, the Work will contain no material from other copyrighted works without a written consent of the copyright holder. The Creator will obtain such consents at his/her own expense after consultation with the District and will file them with the District at the time the Work is delivered. Any obligations associated with permissions will be the responsibility of the Creator.

## 4. Creator's Warranty

The Creator warrants that he/she is the sole owner of the Work and has full power and authority to make this agreement; that the Work does not infringe any copyright, violate any property rights, or contain any scandalous, libelous, or unlawful matter. The Creator will defend, indemnify, and hold harmless the District and/or its licensees against all claims, suits, costs, damages, and expenses that the District and/or its licensees may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the Work or any infringement or violation by the Work of any copyright or property right; and until such claim or suit has been settled or withdrawn, the District may withhold any sums due the Creator under this agreement.

## 5. Consideration

In consideration for delivery of the Work in accordance with the provisions of this Agreement, District shall pay Creator [amount].

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## 6. Revisions

*Note: Choose one paragraph*

The Creator shall retain the right to revise the Work at one year intervals during the term of this agreement in accordance with academic standards. The Creator further agrees to update the Work within 90-days upon the receipt of a written request from the District. The provisions of this agreement shall apply to each revision of the Work by the Creator as though that revision were the Work being published for the first time under this agreement. In the event that the Creator is unable or unwilling to provide a revision within 90 days after the District has requested it, or should the Creator be deceased, the District may have the revision made and charge the cost against sums due the Creator under Section 5 above, if any, and may display, in the revised Work and in advertising, the name of the person or persons who perform the revision.

Or

This paragraph has been deleted because the Creator's contribution is not a work expressing academic expertise requiring periodic review and revision.

## 7. Term and Termination

- a. This agreement shall remain in effect for three years unless terminated earlier in accordance with this Section 7.
- b. In the event that either party shall be in default of its material obligations under this agreement and shall fail to remedy such default within 60-days after receipt of written notice thereof, this agreement shall terminate upon expiration of the 60-day period.
- c. Upon the expiration of the term of this agreement, the parties may agree to renew this agreement for an additional three-year term, upon the same terms and conditions as set forth herein.

## 8. Options/Contracts with Third Parties

Nothing contained in Section 7 shall affect any license or other grant of rights, options, or agreements made with third parties prior to the termination date or the rights of the District in the income resulting from such agreements.

## 9. Amendments

The written provisions contained in this agreement constitute the sole and entire agreement made between the Creator and the District concerning this Work, and any amendments to this agreement shall not be valid unless made in writing and signed by both parties.

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**10. Construction, Binding Effect, and Assignment**

This agreement shall be construed and interpreted according to the laws of the State of California and shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives; and references to the Creator and to the District shall include their heirs, successors, assigns, and personal representatives.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the date first written above.

\_\_\_\_\_  
Creator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Instructional Officer

\_\_\_\_\_  
Date

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[Signature]



**Form B: Contract under which Employee Keeps Copyright of the Work and Gives District a License to Use/Exploit Work**

**Course Materials**

This Agreement made the [date] day of [month], 20[year], by and between [name of Creator] ("Creator," and if there is more than one Creator then all of them collectively) and the District.

**Recitals**

The Creator will be the sole contributor of copyrightable expression to the educational course materials anticipated to result from this project. The District will be contributing significant kinds and/or amounts of District resources. The Parties recognize that under law, the District is obligated to obtain appropriate consideration for the transfer of state resources. In furtherance of their mutual objectives, the Parties agree to allocate certain of their rights and responsibilities as set forth in this agreement.

The Creator and the District agree as follows:

**1. Rights Granted**

**Nonprofit Educational Uses** – The Creator hereby grants to the District for the full term of this agreement the non-exclusive right to copy, distribute, display, perform, transmit, and publish for nonprofit educational purposes the educational course materials entitled: [name of work] (hereinafter called "Work").

**2. Delivery of the Work**

- a. The Creator will prepare and deliver to the District on or before [date] the completed Work (with all illustrations, charts, graphs, and other material, including syllabi, handouts, reference lists, etc., in the medium mutually agreed upon for the Work) in form and content satisfactory to the District.
- b. If the Creator fails to deliver the Work on time, the District will have the right to terminate this agreement and to recover from the Creator any sums or other resources advanced in connection with the Work. Upon such termination, the Creator may not have the Work published elsewhere until such advances have been repaid.

**3. Quoted Material**

With the exception of short excerpts from others' works, which constitute fair use, the Work will contain no material from other copyrighted works without a written consent of the copyright holder. The Creator will obtain such consents at his/her own expense after consultation with the

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District and will file them with the District at the time the Work is delivered. Any obligations associated with permissions will be the responsibility of the Creator.

#### 4. Publication of the Work

The Work shall be distributed, transmitted or published by the District/Creator as soon as circumstances permit after receipt, at its own expense, in such manner as the District/Creator shall deem appropriate.

#### 5. Copyright Registration

The Creator authorizes the District to register copyright in the Work in the Creator's name in the United States and elsewhere as the District may elect.

#### 6. Creator's Warranty

- a. The Creator warrants that he/she is the sole owner of the Work and has full power and authority to make this agreement; that he or she has made a good faith effort to follow the District's Intellectual Property Policy and Procedures and that the Work does not infringe any copyright, violate any property rights, or contain any scandalous, libelous, or unlawful matter.
- b. To the extent that an act of the Creator that results in a claim of copyright infringement was authorized by the District's Intellectual Property Policy and Procedures, in accordance with that Policy and to the extent authorized by the Constitution and laws of the State of California, the District, will defend, indemnify and hold harmless the Creator against all claims, suits, costs, damages and expenses that the Creator may sustain by reason of such infringement or violation by the Work of any copyright.
- c. In all other cases, the Creator will defend, indemnify, and hold harmless the District and/or its licensees against all claims, suits, costs, damages, and expenses that the District and/or its licensees may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the Work or any infringement or violation by the Work of any copyright or property right; and until such claim or suit has been settled or withdrawn, the District may withhold any sums due the Creator under this agreement.

#### 7. Consideration

- a. District will contribute the following resources to the creation of the Work:

*[List: Materials, Hardware, Software, Technical Assistance, Other Assistance, Videotaping, Programming, Teaching Load Credit, or Funding.]*

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The parties shall share in any revenues from the commercialization of the Work as follows: District will first recover its resource contribution in the amount of \$ \_\_\_, then the Parties shall share profits proportionally (District: \_\_\_% Creator: \_\_\_%) to the retained interest of each party.

## 8. Subsidiary Rights

**Nonprofit Educational Uses** – The District has been granted a limited right to use the Work for nonprofit educational purposes only and therefore does not need subsidiary rights and all such rights are retained by the Creator.

## 9. Revisions

The Creator shall retain the right to revise the Work at one year intervals during the term of this agreement in accordance with academic standards. The Creator further agrees to update the Work within 90-days upon the receipt of a written request from the District. The provisions of this agreement shall apply to each revision of the Work by the Creator as though that revision were the Work being published for the first time under this agreement. In the event that the Creator is unable or unwilling to provide a revision within 90-days after the District has requested it, or should the Creator be deceased, the District may have the revision made and charge the cost against the Creator's royalties and may display, in the revised Work and in advertising, the name of the person or persons who perform the revision.

## 10. Term and Termination

- a. This Agreement shall remain in effect for three year(s) unless terminated earlier in accordance with this Section 10. Upon expiration of the term and any renewal term(s) agreed upon pursuant to Section 10(c), or upon earlier termination in accordance with Section 10(b), the rights granted in the Work shall revert to the Creator, subject to retention by the District of the non-exclusive, perpetual right and license to use the Work for internal nonprofit educational purposes and to use the structure and organization of the Work as a guide for the creation of a new course.
- b. In the event that either Party shall be in default of its material obligations under this Agreement and shall fail to remedy such default within 60-days after receipt of written notice thereof, this Agreement shall terminate upon expiration of the 60-day period.
- c. Upon the expiration of the term of this Agreement, the parties may agree to renew this Agreement for an additional three-year term, upon the same terms and conditions as set forth herein.

## 11. Options/Contracts with Third Parties

Nothing contained in Section 10 shall affect any license or other grant of rights, options, or agreements made with third parties prior to the termination date or the rights of the District in the income resulting from such agreements.

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## 12. Amendments

The written provisions contained in this agreement constitute the sole and entire agreement made between the Creator and the District concerning this Work, and any amendments to this agreement shall not be valid unless made in writing and signed by both parties.

## 13. Construction, Binding Effect, and Assignment

This agreement shall be construed and interpreted according to the laws of the State of California and shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives; and references to the Creator and to the District shall include their heirs, successors, assigns, and personal representatives.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the date first written above.

\_\_\_\_\_  
Creator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Instructional Officer

\_\_\_\_\_  
Date

Office of Primary Responsibility: Chief Instructional Officer

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