

AGREEMENT

BETWEEN

the
BOARD OF TRUSTEES
of the
LAKE TAHOE COMMUNITY COLLEGE DISTRICT

AND

the
LAKE TAHOE COMMUNITY COLLEGE
FACULTY ASSOCIATION
CCA/CTA/NEA



2008-2009

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1 **ARTICLE 1**

2 **RECOGNITION**

3
4 1.1 The District confirms its recognition of the Lake Tahoe Community College Faculty
5 Association/CCA/CTA/NEA as the exclusive representative of the Faculty for
6 representation in the collective bargaining process in matters of employment. All newly
7 created or modified positions, except those that are Classified, Management, Confidential,
8 Supervisory or Community Service employees shall be assigned to the Unit.

9 1.2 For the purpose of this Agreement, Faculty members who supervise classified staff will not
10 be designated as a supervisory employee.

11 1.3 The provisions of this Agreement are solely applicable to members of the bargaining unit
12 as described in this Article.

1 **ARTICLE 2**

2 **EMPLOYEE RIGHTS**

3

4 2.1 The District and the Association recognize the rights of employees to form, join, and
5 participate in activities of employee organizations and the equal alternative right of
6 employees to refuse to form, join, and participate in such activities.

1 **ARTICLE 3**

2 **ASSOCIATION RIGHTS**

3
4 3.1 Nothing in this agreement shall be construed to deny or to restrict any unit members'
5 rights granted in the *Education Code* or elsewhere in the contract.

6 3.2 The Association shall have access to faculty offices and other non-teaching areas on
7 campus, subject to reasonable regulations by the District. The Association may use
8 campus facilities for meetings concerning Association business.

9 3.3 The Association shall have access to faculty mailboxes and reasonable use of copy
10 machines and telephones for Association business.

11 3.4 The Association may use the school mailboxes and bulletin board spaces designated by
12 the Superintendent/President.

13 3.5 The Association will be provided with, upon request, a copy of District reports such as
14 budget and other materials pertaining to collective bargaining. The District shall provide
15 a list of Faculty Association unit members each quarter including telephone numbers and
16 addresses provided that the employee shall have the right to keep his/her address and
17 telephone number confidential.

18 3.6 The District agrees to collect Faculty Association dues when the employee voluntarily
19 authorizes dues deductions.

20 3.7 The District shall release four unit members (usually the negotiating team) from duty for
21 the purpose of negotiating and representing the Association when the negotiating session
22 is scheduled on duty time. The Association will inform the District at the beginning of
23 each quarter which employees are to be released.

1 **ARTICLE 4**

2 **DISTRICT RIGHTS**

3
4 4.1 It is understood and agreed that the District retains all of its powers and authority to direct,
5 manage, and control the business of the District to the full extent of the law, unless limited
6 by the specific and express terms of this Agreement, and then only to the extent such
7 specific and express terms are in conformance with the law.

8 4.2 Emergencies

9 4.2.1 In cases of emergency, however, the District may take reasonable action which
10 might otherwise amend this Agreement for the duration of the emergency. Before
11 taking such action, the District must make every reasonable effort to consult with
12 the Association concerning what appropriate action should be taken.

13 4.2.2 An emergency shall be defined as an unforeseen set of circumstances that would
14 constitute imminent danger to personnel and property such as fire, flood, and other
15 acts of God.

16

1 **ARTICLE 5**

2 **INSTRUCTIONAL WORK DAYS AND ASSIGNMENTS**

3
4 5.1 Full-time Faculty

5 5.1.1 Work year for full-time teaching faculty: Using a flex calendar, the school
6 work year for teaching faculty will be 178 days of which 169 are instructional
7 days, six (6) days are for flex activities, and three (3) are for multi-purpose
8 professional activities. The administration in consultation with the Academic
9 Senate will be responsible for planning the three (3) days of multi-purpose
10 professional activities.

11 5.1.1.1 For the 2008-09 year, returning faculty will have one (1) group flex
12 day (September 17, 2008) and five (4) individual flex days. All
13 faculty members are expected to participate in group flex activities.
14 Counselors may be excused from the group flex activity at the
15 discretion of the Dean of Student Services.

16 5.1.2 Assignment:

17 5.1.2.1 Credit: 40 hours per week including (a) 16 WTCH; (b) five (5) office
18 hours; (c) 16 hours of preparation for class; and (d) three (3) hours for
19 college service.

20 5.1.2.2 Non Credit: 40 hours per week including (a) 20 WTCH; (b) five (5)
21 office hours; (c) twelve (12) hours of preparation for class and
22 departmental/program responsibilities; and (d) three (3) hours for
23 college service.

24 5.1.2.3 Faculty on reassigned time for any portion of their WTCH shall
25 maintain the weekly office hours and college service obligations
26 stipulated in Article 5.1.2.1.

1 5.1.3 Twelve Month Teaching Contract (July 1-June 30): The Superintendent/
2 President may approve, on a one year at a time basis, a 12 month teaching
3 contract with a full-time tenured instructor whereby the instructor's summer
4 teaching load may be counted toward the annual 48-unit teaching load required
5 during the regular school year for full-time employment. Any quarter during
6 which a reduced load is taught utilizing this provision shall not be considered a
7 break in full-time service. PROCEDURE: Individuals requesting summer
8 teaching count toward their regular year load shall submit such request as early
9 as possible but not later than three (3) weeks before the first day of classes of
10 the summer session. The request should include the reasons for the request, the
11 impact on students and program offerings and a proposed schedule of teaching
12 loads for each of the regular quarters of the year. Any supporting documents
13 (physician's recommendation, grant approvals, etc.) should be included with the
14 request. The Superintendent/President, after consultation with the Office of
15 Instruction, shall make a determination on the request before the first day of
16 class offerings for the summer session unless there is agreement between the
17 Superintendent/President and the requesting individual for a delay in
18 determination.

19 5.1.4 Standard Faculty Workload: A standard faculty workload is based on 48
20 weekly teacher contact hours totaled over a regular contract year (three [3]
21 quarters).

22 5.1.4.1 Faculty who teach more than 48 WTCH per year shall be
23 compensated at the full-time faculty overload (Salary Schedule G)
24 unit rate on a one (1) WTCH to one (1) unit basis.

25 5.1.4.2 Faculty who teach less than 48 WTCH shall be required in the
26 Spring Quarter to perform professional duties equal to relieving their
27 workload deficiency. Examples of professional duties are extra

1 teaching or counseling or related comparable duties. Priority in
2 staffing shall be given to faculty members with deficient loads over
3 adjunct employees.

4 5.1.4.3 Class Size Limits

5 5.1.4.3.1 As a standard, class sizes will be limited to 40 students.
6 Class limits can exceed this standard and increase to 50
7 by mutual agreement between the faculty member and the
8 dean. Workload support will be provided to the faculty
9 member once the class reaches 46 students (determined
10 as of census day). In such situations, faculty may choose
11 between the following two forms of support:

- 12 • weighted load for affected course of 1.33; or
- 13 • 30 minutes/week/unit of classified support

14 Exceptions: Class size limits and the associated
15 compensation/support package do not apply to:

- 16 • Courses that have multiple lab sections attached to a
17 single lecture section (e.g., biology, chemistry,
18 photography)
- 19 • courses connected with the Fitness Center
- 20 • performance-oriented courses (e.g., choir)
- 21 • courses where the faculty member is serving as
22 instructor of record (e.g., skiing, snowboarding,
23 National Ski Patrol)
- 24 • courses in programs supported by a full-time
25 instructional aide (e.g., biology, chemistry, art)
- 26 • institute courses (e.g., ISSI, TWI, Theater Institute)

1 5.1.4.3.2 Workload for faculty teaching English composition
2 classes will be established as follows:

3 5.1.4.3.2.1 Full-time Faculty:

- 4 • Limit enrollment to 20 students or
- 5 • Weight the load as 1.33 if the class
- 6 enrollment in the English composition
- 7 class is 26-30 and limit enrollment to
- 8 30 students. Enrollment will be
- 9 determined at the end of the second
- 10 week/census date.

11 5.1.4.3.2.2 Adjunct Faculty: limit enrollment to 20
12 students.

13 5.1.4.2.3 Workload credit for faculty teaching a 100% online
14 course for the first time only will be as follows:

15 5.1.4.3.3.1 If a faculty member develops **and** teaches a
16 100% online course, the load credit will be
17 1.33 for the first time it is taught by that
18 faculty member. All subsequent offerings of
19 that online course by the same instructor
20 will carry the standard load credit.

21 5.1.4.3.3.2 If a faculty member teaches a 100% online
22 course developed by someone else, the load
23 credit will be 1.15 for the first time it is
24 taught by that faculty member. All
25 subsequent offerings of that online course by
26 the same instructor will carry the standard
27 load credit.

1 5.1.4.3.4 Based upon effective practices in basic skills courses,
2 commencing summer session 2008 and extending
3 through spring quarter 2010, the maximum class sizes for
4 all sections of the following basic skills math courses will
5 be capped at the noted enrollment limit:

6
7 MAT 187A—20
8 Mat 187B—20
9 MAT 152A—20
10 MAT 152AA—20
11 MAT 152B—25
12 MAT 152BB—25
13 MAT 154A—25
14 MAT 154AA--25

15 During spring quarter 2010, student success data (e.g.,
16 successful course completion retention, persistence) will
17 be evaluated to determine whether these enrollment limits
18 should be maintained beyond the sunset date of the end of
19 spring quarter 2010.

20 5.1.5 Holidays and Closed Days for Faculty: Faculty will not be assigned to work
21 such holidays and vacations as are designated by law and the Board of Trustees.

22 5.1.5.1 In the event the College is closed, faculty will not be required to
23 report to work. Instructional days missed may be re-scheduled
24 according to the *Education Code*.

25 5.1.6 Assignments

26 5.1.6.1 The standard workload is 16 hours per quarter or 48 hours per year.
27 The District retains the right of assignment regarding standard load
28 and overload. On a quarterly basis, load (from all sources) cannot
29 exceed 22 hours per quarter and any overload must be mutually
30 agreed upon by the faculty member and the area dean. Loads in

1 excess of 22 hours per quarter require the mutual approval of the
2 faculty member, the area dean and the Vice President, Academic
3 Affairs and Student Services. A maximum of four (4) overload hours
4 accrued during fall and/or winter quarters or carried over from the
5 prior academic year will be automatically banked to spring quarter
6 and paid for at that time. Hours accrued in excess of these four (4)
7 banked overload hours may be paid for at the end of the fall and/or
8 winter quarter at the Full-time Faculty Overload Unit Rate (see
9 schedule G) or banked for use in future quarters within the same
10 academic year. Additionally, a balance not to exceed 4 such excess
11 hours may be maintained for use in subsequent academic years. A
12 full-time faculty member who has received overload pay during the
13 year and is under load for the year will return the overload pay for
14 workload credit to reach 48 hours. Faculty members do not have a
15 tenure right to a load in excess of 48 hours per year (*Education Code*
16 section 87484).

17 5.1.6.1.1 For purposes of determining the hours of creditable
18 service for part-time community college instructors that
19 equal full-time for the part-time position, an annual
20 workload is 48 quarter units. [Reference: California
21 *Education Code* section 22138.5(c)(5)].

22 5.1.6.1.2 During the regular contract year, full-time faculty will
23 receive the following two (2) compensation options when
24 working in the Fitness Education Center:

- 25 • Within load: one (1) unit of load for every two (2)-
26 hours/week/quarter

- Overload: Full-time Faculty Overload Unit rate (Schedule G) for each one (1)-hour/week/quarter
- During the summer, full time faculty will receive the adjunct faculty pay rate.

5.1.6.2 Faculty may be assigned certain duties and receive workload credit for these duties. Other faculty assignments resulting in workload credit shall be negotiated and agreed to by the Faculty Association and the Board of Trustees.

5.1.6.2.1 The stipend for the Director, Intensive Spanish Summer Institute is delineated in Schedule G. Full-time faculty may be assigned up to five (5) units of reassigned time in each of the winter and spring quarters prior to the annual Institute in lieu of part or all of the Schedule G stipend. The monetary equivalent to this reassigned time will be based upon the full-time faculty member's pro-rata pay. In combination, the reassigned time and remaining stipend shall equal but not exceed the total stipend noted in Schedule G.

5.1.6.2.2 The stipend for the Co-Director, Intensive Spanish Summer Institute is delineated in Schedule G. Full-time faculty may be assigned up to two (2) units of reassigned time in each of the winter and spring quarters prior to the annual Institute in lieu of part or all of the Schedule G stipend. The monetary equivalent to this reassigned time will be based upon the full-time faculty member's pro-rata pay. In combination, the reassigned time and remaining

1 stipend shall equal but not exceed the total stipend set
2 forth in Schedule G.

3 5.1.6.2.3. Director, New Theatre: 25% reassigned time.

4 5.1.6.2.4 Director, Fitness Education Center: 25% reassigned time.

5 5.1.6.3 Faculty teaching schedules shall be based on the College workday
6 without distinction as to day or evening.

7 5.1.6.4 Full-time faculty may teach at the adjunct faculty pay rate for the
8 summer session.

9 5.1.6.4.1 The LSC Director position is assigned one (1) extra
10 month salary for directing the lab during summer session
11 while being paid at the adjunct faculty rate for teaching
12 classes during the summer session.

13 5.1.6.4.2 The Director of Workforce Preparation is compensated
14 five (5) hours per week at the Adjunct Instructor Hourly
15 Lecture rate; remaining hours are compensated at the
16 Adjunct Faculty Work Experience Coordinator rate.

17 5.1.6.5 Adjunct Faculty Evaluation: Full-time faculty may be assigned or
18 may request to participate in the evaluation of adjunct faculty in
19 accordance with the following provisions:

20 5.1.6.5.1 Adjunct faculty evaluations will require the evaluator to
21 spend an average of four (4) hours per evaluation to
22 include a pre-observation meeting, classroom
23 observation, write-up and final meeting to discuss the
24 results of the evaluation.

25 5.1.6.5.2 Options for compensation are as follows: an academic
26 stipend of one-third (1/3) of the adjunct faculty lecture
27 unit rate per evaluation or as part of the regular workload

1 of 16 hours per quarter. Three (3) evaluations will be
2 equivalent to one (1) unit.

3 5.1.6.5.3 Assignment of evaluations is at the administration's
4 option. Full-time faculty may be solicited by the Deans
5 to conduct adjunct faculty evaluations or a full-time
6 faculty member may request that he/she be assigned to
7 participate in the adjunct faculty evaluation process.

8 5.1.6.5.4 Evaluations will be conducted using the procedures
9 stipulated in Appendix 5 of the current Faculty
10 Association agreement.

11 5.1.6.5.5 Training will be required to evaluate adjunct faculty.
12 Such training will be recognized as an appropriate flex
13 activity.

14 5.2 Adjunct Faculty

15 5.2.1 Adjunct teaching academic employees may teach up to 10.5 hours per week in the
16 credit instructional program each quarter or up to 13 hours per week in the non-
17 credit instructional program each quarter. Teaching loads in excess of these limits
18 may only be considered in extenuating and/or unforeseen circumstances.

19 5.2.1.1 Canceled Classes: In the event of a canceled class, adjunct teaching
20 academic employees who meet the assigned class will be paid at the
21 applicable hourly rate for adjuncts for actual time spent with the class
22 prior to the cancellation or two (2) hours for each class meeting,
23 whichever is greater. Classes cancelled prior to the first meeting will not
24 be compensated.

25 5.2.1.2 Bumped by a Full-time Faculty: In the event of an adjunct faculty being
26 bumped by a full-time faculty member within two weeks of the
27 beginning of a quarter, the adjunct faculty will be compensated at the

1 applicable hourly rate for adjuncts for no less than the appropriate
2 number of hours for the first class meeting.

3
4 If an adjunct faculty is bumped after the first class meeting, the adjunct
5 faculty member will be compensated for the actual number of hours the
6 adjunct faculty member met with the class plus one additional class
7 meeting.

8 5.2.2 Adjunct hourly academic employees may work up to 19 hours per week in the
9 Fitness Education Center.

10 5.2.3 Prior to receiving the monthly pay warrant, adjunct faculty shall submit keys and
11 all required forms including, but not limited to, positive attendance, census
12 rosters, grade reports, timesheets, absence reports, and TB tests as required during
13 that month.

14 5.3 Director, Library & Media Services

15 5.3.1 Work year: Assuming a flex calendar, the schoolwork year for the
16 Librarian/Director, Library and Media Services will be 208 days mutually
17 agreed upon plus six (6) days for flex activities.

18 5.3.2 Assignment: 40 hours per week directing the College Library including
19 assigned teaching (if any), college service, and other comparable professional
20 duties.

21 5.4 Counselors

22 5.4.1 Work year: Assuming a flex calendar, the school work year for counseling
23 faculty will be 172 days plus six (6) days for flex activities. The 172 days will
24 be distributed throughout the academic year beginning four (4) weeks prior to
25 the first day of class of Fall Quarter to June 30, or other period by mutual
26 consent.

- 1 5.4.2 Assignment: Forty (40) hours per week including (a) counseling, (b) assigned
2 teaching (if any), (c) college service, and (d) special assignments/projects as
3 assigned. Duties listed: (a), (b), (c) and (d) combined shall be a minimum of 36
4 hours per week. The difference to 40 hours per week is for study and other
5 comparable professional duties that may be completed off campus as approved
6 by the supervising administrator. During peak counseling times, off-campus
7 hours may not be available at the discretion of the supervising administrator.
- 8 5.4.3 Any teaching assignment on evenings or weekends shall be as adjunct faculty
9 (extra pay) or as part of assigned load as mutually agreed to by the counselor
10 and the administrator assigned direct responsibility for student services and with
11 approval of the Vice President, Academic Affairs and Student Services and the
12 Superintendent/President.
- 13 5.5 Full-time Non-teaching Faculty
- 14 5.5.1 Work year: Assuming a flex calendar, the school work year for full-time, non-
15 teaching faculty shall commence September 1 and end June 30, and shall consist
16 of 172 days plus six (6) days of flex activities. The 172 days shall be distributed
17 throughout the work year by mutual consent.
- 18 5.5.2 Assignment: Forty (40) hours per week of assigned responsibilities including
19 teaching, college service, and comparable professional duties.
- 20 5.6 DSP&S Faculty
- 21 5.6.1 Work year: Assuming a flex calendar, the school work year for the DSP&S
22 faculty shall begin on September 1 and end on June 30, and shall consist of 178
23 days (172 days plus six [6] flex days). The 172 days shall be distributed
24 throughout the work year by mutual consent.
- 25 5.6.2 Assignment: Forty (40) hours per week directing the DSP&S program,
26 including teaching, college service, and other assignments and comparable
27 professional duties.

1 5.6.3 There will be five (5) additional days at pro-rated pay to be distributed between
2 the DSP&S faculty for the entire year for direction of the program.

3 5.7 Office Hours

4 5.7.1 Full-time faculty shall schedule five (5) office hours per week at an established
5 LTCC site with at least one (1) hour per day for a minimum of four (4) days per
6 week. Full-time faculty shall submit proposed office hours to the Instruction
7 Office at least four (4) weeks prior to the beginning of each quarter.

8 5.7.1.1 The supervising administrator and faculty member shall mutually
9 agree upon quarterly office hours. In the event the administrator and
10 faculty member cannot reach agreement, the Vice President of
11 Academic Affairs and Student Services, after consultation with the
12 faculty member, will make the final determination.

13 5.7.1.2 Office hours shall be at times convenient for meeting the needs of
14 most students. Office hours may not be scheduled during the
15 designated College Hour.

16 5.7.1.3 Office hours must be maintained every day during finals week.

17 5.7.1.4 Office hours shall be posted on or adjacent to the faculty office door
18 by the beginning of and throughout the quarter.

19 5.7.2 Adjunct Faculty: While not required to have scheduled office hours, adjunct
20 faculty are expected to be available to students for consultation and advising as
21 pertains to individual faculty member's teaching.

22 5.7.2.1 In an effort to contribute to the success of students, Lake Tahoe
23 Community College has a program to provide for a limited number of
24 paid office hours for adjunct faculty. Continuation of this program is
25 contingent upon available funding.

26 5.7.2.1.1 In order to be eligible for consideration for adjunct faculty
27 office hours, an adjunct faculty member must teach at least

1 3.2 units. Part-time faculty office hours are potentially
2 available to those adjunct faculty members who are
3 nominated by the full-time faculty member in their area, or
4 are solicited by a Dean of Instruction, or who choose to
5 apply for office hour funding. Adjunct faculty who are
6 interested or are nominated must complete the "Application
7 for Adjunct Faculty Office Hour" form. Once a pool of
8 applicants has been established, the appropriate Dean of
9 Instruction will select from that applicant pool. The
10 decision of the Dean is final.

11 5.7.2.1.1.1 The Dean of Instruction will consider the
12 following criteria in making selections for
13 adjunct faculty members to be funded for
14 office hours:

- 15 • A demonstrated student need in a course
16 for significant amounts of help outside of
17 class
- 18 • A significant chance that contact with an
19 adjunct faculty member during office
20 hours will contribute to individual student
21 success
- 22 • Availability of funding

23 5.7.2.1.1.2 Adjunct faculty members who meet these
24 criteria may be selected to conduct one office
25 hour per week in addition to the time they
26 spend in class with students.

1 5.7.2.1.2 Compensation will be at the adjunct faculty extra duty
2 assignment rate per hour (see Appendix 4).

1 **ARTICLE 6**

2 **ACADEMIC PERSONNEL SALARY SCHEDULES, PLACEMENT, AND ADVANCEMENT**

3
4 6.1 Salary Schedules: The salary schedules for 2008-2009 shall be as delineated below:

5 6.1.1 Faculty Full-time Credit Salary Schedule B (on a 178-day basis)—see Appendix 2

6 6.1.2 Faculty Full-time Credit Salary Schedule C (on a 214 day basis)—per Appendix 3

7 6.1.3 Faculty Salary Schedule G: Special Hourly Rates—see Appendix 4

8 6.1.4 For assignments other than 178 days or 214 days, each regular contract employee
9 shall be paid an amount equal to $x \text{ days} / 178 \text{ days}$ of the Faculty Salary Schedule
10 step upon which the individual is placed.

11 6.1.5 Full-time Non-credit Salaries

12 6.1.5.1 Full-time non-credit salaries are 100% of credit faculty salaries as listed in
13 Schedules B and C.

14 6.2. Placement on the Schedule (Full-time Employees)

15 6.2.1 Placement Criteria

16 Placement is arrived at by a combination of:

- 17 • Minimum Qualifications
- 18 • Education
- 19 • Teaching Experience
- 20 • Work Experience

21 6.2.1.1 Minimum Qualifications

22 Faculty members are qualified to teach either by meeting state mandated
23 minimum qualifications or by meeting minimum qualifications with
24 locally defined equivalencies. The two methods result in different step
25 credit.

26 Qualified by equivalency = 1step credit

27 Qualified by meeting minimum qualifications = 2 step credits

1 6.2.1.2 Education

2 6.2.1.2.1 Graduate units used in earning the Minimum Qualification or
3 equivalency (section 6.2.1.1.) cannot be counted twice.

4 6.2.1.2.2 Graduate units earned in recognized accredited institutions
5 (semester or quarter) beyond those required for the Minimum
6 Qualification or equivalency (section 6.2.1.1.) and only in the
7 designated area(s) of service will be given placement
8 consideration as follows:

9 15 semester units = 1 step credit

10 30 semester units = 2 step credits

11 45 semester units = 3 step credits

12 over 60 semester units = 4 step credits

13 semester units X 1.5 = quarter units

14 6.2.1.2.3 Earned doctorate in area(s) of designated service

15 6.2.1.2.3.1 The earned doctorate must be in a field directly
16 related to the designated area(s) of service in
17 order to receive credit.

18 6.2.1.2.3.2 The term "doctorate" refers to a degree earned
19 in an accredited university or college in the
20 United States. Degrees earned in universities
21 and colleges outside the United States may be
22 considered for this classification if such degrees
23 are found to be the equivalent of the doctorate
24 earned in the United States.

25 Earned doctorate = 6 step credits.

26 6.2.1.3 Teaching Experience--Full-Time: All teaching experience, regardless of
27 level, will be counted on a one-year to one-step credit basis.

1 NOTE: Only full-time teaching experience is counted. Two consecutive
2 semesters or three consecutive quarters excluding summers
3 constitute one full-time year.

4 6.2.1.4 Work Experience--Full-Time: All work experience directly related to
5 designated area(s) of service will be counted on a one-year to one-step
6 credit basis.

7 NOTE: a. ONLY full-time work experience is counted. One year of
8 work as defined by the profession, but in no case less than
9 nine months, constitutes one full-time year.

10 b. Work experience counted in earning minimum
11 qualifications or equivalency (section 6.2.1.1) cannot be
12 counted twice.

13 6.2.1.5 Credit for previous experience shall not, for placement purposes, be
14 granted as follows:

15 a. Experience as teaching or laboratory assistant.

16 b. Part-time teaching or partial years at any level.

17 c. Part-time work experience or partial years in an occupation directly
18 related to the teaching assignment.

19 d. Part-time or partial years work in counseling, librarianship or
20 directorship.

21 6.2.2 Placement Limitations

22 6.2.2.1 For the initial placement of all full-time non-administrative academic
23 employees, placement may be given up to and including Step 13 for a
24 combination of 6.2.1.1 through 6.2.1.4.

25 6.2.2.2 There is no penalty or retroactive placement due to the district limiting
26 designated area(s) of service in future years.

1 6.2.2.3 Placement will be upgraded non-retroactively from the date of
2 assignment if College designates additional area(s) of service in future
3 years.

4 6.2.2.4 The College Administration will assign all academic non-administrative
5 staff to the appropriate step of the Faculty Salary Schedule for both
6 initial placement and advancement. The Vice President of Academic
7 Affairs and Student Services will recommend the step assignment to the
8 Superintendent/President.

9 6.2.2.4.1 Academic teaching employees' salary placement
10 worksheet:

11 Salary step calculation

- 12 1. Minimum Qualifications credit (6.2.1.1) _____
- 13 2. Education credit (6.2.1.2) _____
- 14 3. Teaching years credit (6.2.1.3) _____
- 15 4. Work experience years credit (6.2.1.4) _____
- 16 TOTAL (not to exceed 13) _____

17 This total is the initial step on the salary schedule.

18 6.2.2.5 All information regarding placement (transcripts, work experience, etc.)
19 must be in the Personnel Office at least one month prior to the beginning
20 of the contract year. All new employees must have the information into
21 the Personnel Office by the start of their contract. No further
22 information is acceptable for initial placement in that contract year if not
23 in by the above deadlines. Individual exceptions will be considered
24 upon prior approval.

25 6.3 Advancement on the Schedule (Full-Time Employees)

26 6.3.1 After initial placement all course work for salary schedule advancement must be
27 in area(s) related to designated service and must be approved in advance of the

1 first day of class by the Superintendent/President upon recommendation from the
2 Vice President of Academic Affairs and Student Services. Course work may be at
3 any academic level.

4 6.3.2 Upon receipt of an earned doctorate, additional education step credit will be
5 awarded such that the sum of 6.2.2.4.1 #2 plus 6.3.4 is six steps for the contract
6 year following receipt of the doctorate. No placement will be given for courses
7 taken after an earned doctorate.

8 6.3.3 Courses taken for the doctoral degree outside of the designated area(s) of service
9 do not count for either placement or advancement, except that placement or
10 advancement which occurs as a result of obtaining the doctoral degree.

11 6.3.4 Graded (A-C or Pass or Satisfactory or Credit) units earned in recognized
12 accredited institutions will be given placement consideration as follows:

13 15 semester units = 1 step credit

14 30 semester units = 2 step credits

15 45 semester units = 3 step credits

16 over 60 semester units = 4 step credits

17 semester units X 1.5 = quarter units

18 6.3.4.1 A maximum of 12 dissertation/research units can be used for salary
19 schedule advancement.

20 6.3.4.1.1 Not more than six (6) semester units per year (or the
21 equivalent quarter units) can be accrued for such purposes.

22 6.3.4.1.2 A letter will be required from the doctoral committee advisor
23 documenting that satisfactory progress is being made by the
24 doctoral candidate/LTCC faculty member.

25 6.3.5 All information regarding advancement (transcripts, work experience, etc.) and a
26 request for step advancement must be submitted by the employee to the Human
27 Resources Office at least one month prior to the beginning of the contract year.

1 No further information is acceptable for advancement in that contract year if not
2 in by the above deadlines. Individual exceptions will be considered upon prior
3 approval.

4 6.4 General Direction for Compensation

5 6.4.1 Full-time Faculty

6 6.4.1.1 The goal is to maintain a competitive salary schedule that will attract
7 and retain a highly qualified faculty.

8 6.4.1.2 The Faculty Association and the District will annually collect the
9 salary schedules for the small (less than 3,000 FTES) California
10 community colleges with the exception of West Kern CCD (Taft
11 College) for comparison purposes. The long-term goal will be to
12 achieve a position on previously identified points on the LTCC salary
13 schedule that are no worse than first or second in relation to the other
14 small community college districts. The Faculty Association and the
15 District recognize that the cost of living in the Lake Tahoe portion of
16 El Dorado County is one of the highest of any region served by a small
17 community college district in the state and that efforts should be made
18 to reflect this recognition in the salary schedules for our full-time
19 faculty.

20 6.4.1.3 In the event the college experiences unanticipated COLA or funded
21 growth in 2008/2009 above the budgeted FTES (1,791.5), the college
22 agrees to pay each full-time faculty member up to 1.5% of his/her
23 annual salary, depending upon the amount of growth or COLA the
24 college receives. This payment will be made in August 2009 as a one-
25 time payment not included in the salary schedule.

- 1 • recommendation for the program from a full-time faculty member or from one
- 2 of the Deans of Instruction
- 3 • completion of three (3) quarters of teaching at Lake Tahoe Community
- 4 College
- 5 • completion of a 24-hour Instructional Skills Workshop (ISW)
- 6 • completion of an 8-hour Advanced Teaching Workshop (ATW) and
- 7 • Satisfactory classroom evaluation after he/she has completed both the ISW
- 8 and ATW. This formal evaluation will be conducted by one of the Deans of
- 9 Instruction or another college administrator.

10 Once this criteria has been met, the adjunct instructor will be given the title of

11 Associate and will be paid at the Associate rate as outlined on Salary Schedule G.

12 6.5.3 The Associate program will be administered and coordinated by the Deans of

13 Instruction.

14 6.6 Instructional Skills Workshop (ISW)/Advanced Teaching Workshop (ATW)

15 Compensation

16 It is the goal of the District to make the facilitator stipend equal to the part-time teaching

17 faculty lecture unit rate at middle step of adjunct schedule on Schedule G.

18

1 **ARTICLE 7**

2 **STIPENDS**

3
4 7.1 Definitions:

5 7.1.1 Stipends are payments for work performed by full-time and adjunct faculty that is
6 outside of the regular academic assignment.

7 7.1.2 Unit compensation value as listed in Salary Schedule G.

8 7.2 Coordinators:

9 7.2.1 Lab: Photography = 1 unit per quarter

10 Physical Education/Dance = 2 units per year

11 Music = 1 unit per year; GMC=1 unit per quarter

12 Writing Center = 1 unit per quarter

13 7.2.2 Collaborative Arts: 4 units during quarter of performance

14 7.2.3 *Kokanee Literary Magazine* Editor: 2.5 units per year

15 7.2.4 Writers Series: 1 unit per quarter for each quarter in which a Writers Series
16 event is held

17 7.2.5 *Reflections Literary Magazine* Editor: 1 unit of load OR 2 units of overload pay

18 7.2.6 Art Gallery Director: 4 units per quarter

19 7.3 Mentoring Program for new faculty:

20 Mentor of new faculty member = 1 unit

21 (New faculty member = 4 units of work load during the first teaching year.)

22 7.4 Student Organizations: Unless negotiated otherwise, each student club advisor will be
23 provided a stipend of one (1) unit per quarter (excluding summer session) for each
24 quarter following the quarter the club is officially recognized by the Dean of Student
25 Services.

26 Associated Student Council = 3 units per quarter plus 1 unit for summer

27 Alpha Gamma Sigma = 4 units per year

1 7.5 Academic Senate:

2 President = 12 units per year

3 Vice-President = 3 units per year

4 Recorder = 3 units per year

5 7.6 Chairs of Standing Committees:

6 Curriculum Committee = 1 unit per year

7 College Council = 1 unit per year

8 7.7 Departmental Workload Support (per year)

9 Recognizing that departmental workload compensation or units may change over time as
10 a result of various factors, the Faculty Association and the administration agree that
11 objective criteria to be applied in calculating departmental workload needs to be
12 developed in order to ensure a fair distribution of release time for departmental oversight.
13 In addition, there is agreement that a system to review workloads on a regular basis
14 should be established. A committee consisting of two (2) Faculty Association members
15 and two (2) administrators will begin discussion the second week of class in September
16 2007. A recommendation from the committee that includes the purpose of departmental
17 workload, criteria for determining workload units, and a proposed methodology for
18 periodically reviewing workloads will be made by the end of fall quarter 2007. This will
19 allow any changes to be incorporated into future budget change proposals for fiscal
20 consideration.

21 Art – 8 units

22 CAO – 8 units

23 CIS – 2 units

24 English – 6 units

25 Basic Skills – 3 units

26 Non-credit ESL – 6 units

27 Foreign Language – 8 units

- 1 Math – 8.75 units
- 2 PED –12 units
- 3 Dance – 3 units
- 4 Behavioral Science – 2 units
- 5 Music – 2 units
- 6 Business – 3 units
- 7 Culinary Arts – 9 units

8 7.8 Adjunct Faculty Members of Committees:

9 7.8.1 Committees for which adjunct faculty will be compensated:

- 10 Academic Employee Hiring Committees
- 11 Academic Senate
- 12 Accreditation Self-Study Committees
- 13 College Council
- 14 Curriculum Committee
- 15 Negotiations
- 16 Program Planning

17 7.8.2 Adjunct faculty members will only be compensated for the actual time spent in
18 committee meetings except as noted below.

19 7.8.2.1 Pay for screening applications on administrative and faculty hiring
20 committees will be one (1) hour for every six (6) applications reviewed.

21 7.8.2.2 If the adjunct faculty member of the Curriculum Committee performs
22 prep work in advance of a committee meeting, he/she will be
23 compensated one-half (.5) hour for each hour of meeting time.

24 7.8.2.3 With the exception of negotiations, an adjunct faculty member who is a
25 regular member of a committee as defined in 7.8.1, may apply to the
26 Vice President of Academic Affairs and Student Services to be
27 compensated for special projects performed outside of meeting times.

1 Application must be in advance and with the recommendation of the
2 committee chair.

3 7.8.3 Adjunct faculty members will be compensated at an amount equal to one-half of
4 the adjunct hourly lecture rate.

5 7.9 Adjunct faculty orientation--see Salary Schedule G.

6 7.10 Curriculum Development by Adjunct Faculty

7 Adjunct faculty will be compensated for curriculum development if contracted in writing
8 to do so by the Dean of Instruction. The pay rate is as follows:

9 7.10.1 Revising Existing Curriculum

10 Any revision to existing curriculum will be compensated at a base rate of 6.5%
11 of the per unit lecture rate plus 3.25% of the per unit lecture rate for each unit or
12 fraction thereof, e.g., 4 unit class = (.065 x unit rate) + 4 (.0325 x unit rate) = \$.

13 7.10.2 New Curriculum

14 New curriculum will be compensated at a base rate of 13% of the per unit
15 lecture rate plus 6.5% of the per unit lecture rate for each unit or fraction
16 thereof, e.g., 4 unit class = (.13 x unit rate) + 4 (.065 x unit rate) = \$.

17 7.11 Adjunct Faculty Travel Stipend

18 Effective spring quarter 2008, adjunct faculty who travel 50 vehicle miles or more (one
19 way) on the most direct route from their residence to Lake Tahoe Community College
20 will receive a quarterly travel stipend as delineated in 7.13.1 and 7.13.2.

21 7.11.1 For full quarter-length courses:

22 Assigned course(s) meets one day per week: \$400 travel stipend

23 Assigned course(s) meets two days per week: \$800 travel stipend

24 Assigned course(s) meets three or more days per week: \$1,200 travel stipend

25 7.11.2 Adjunct faculty who teach courses meeting for less than a full quarter will receive
26 a stipend of \$35.00 per round trip based upon the number of required trips to
27 scheduled class meetings

1 7.12 Release Time for Faculty Association Duties

2 The Faculty Association may identify faculty to receive release time for
3 performing Association duties.

4 7.12.1 The Faculty Association can purchase from the District a maximum 6
5 units per year at the middle adjunct rate (See Schedule G: 10-15
6 Quarters at LTCC and Adjunct Faculty [non-associate] rate)

7 7.12.2 The District will match the first 3 units purchased each year.

8 7.12.3 The Faculty Association can disburse these release units as desired and
9 will notify the Instruction Office regarding who will be receiving the
10 units and which quarter they will be allocated.

11 7.13 Other Stipends

12 7.13.1 For stipends other than those specified in Article 7, Stipends, or on Schedule G,
13 amounts will be determined as follows:

14 7.13.1.1 For stipends less than an amount equivalent to four (4) units at the rate
15 of pay for adjunct faculty for “Over 15 Quarters Worked at LTCC,”
16 Schedule G: The stipend amount will be determined through mutual
17 agreement between the supervising administrator and the person who
18 will receive the stipend. If mutual agreement cannot be reached, the
19 stipend amount will be referred to negotiations.

20 7.13.1.2 For stipends greater than the limit established in 7.12.1.1 per quarter:
21 The stipend amount will be referred to negotiations.

1 **ARTICLE 8**

2 **HEALTH AND WELFARE BENEFITS**

3
4 8.1 Benefits

5 8.1.1 A complete description of the Health and Welfare Benefit programs afforded full-
6 time employees of Lake Tahoe Community College is enumerated at length in the
7 section titled SUPPLEMENTARY PROVISIONS--SCHOOL EMPLOYEES
8 INSURANCE (HEALTH & WELFARE BENEFIT), *Board Policy Manual*,
9 section 7.32 A-D.

10 8.1.2 In 2008/09 the District will provide \$12,650 per eligible employee for health and
11 welfare benefits. In addition, those selecting a lower cost medical plan than the
12 Tri-County Schools Insurance Group JPA Premier medical plan will have an
13 amount projected to come close to, but not exceed, the projected savings to the
14 District of these lower cost plans funded into their own 403(b) or 457 retirement
15 plan. For 2008/09, those selecting the Standard medical plan will receive \$90.00
16 per month in retirement benefits and those selecting the Basic medical plan will
17 receive \$225.00 per month contributed to a pre-tax retirement account set up
18 through the District. In addition, employees opting to purchase the Premier Plus
19 medical plan will agree to a monthly payroll deduction of \$153.00 to pay for the
20 additional cost of this higher priced plan...

21 8.1.3 In 2007/08 the District was required to find a new health care provider. This
22 change impacted one faculty member whose domestic partner was no longer
23 accepted by the new health plan. To help compensate this employee for lost
24 coverage for this employee's formerly covered partner, the District will provide
25 partial reimbursement for the cost of catastrophic medical coverage effective July
26 1, 2007. The employee's domestic partner eligible for this reimbursement must
27 have been covered as a domestic partner on the District's group medical plan as of

1 June 1, 2007. To obtain these monthly reimbursements, the eligible employee
2 must obtain private medical insurance and provide the District proof of coverage
3 on an annual basis during the open enrollment period (April 20-May 20). Once
4 this eligibility is established, the District will pay this employee \$300.00 per
5 month towards their domestic partner's medical coverage, including their
6 partner's previously covered child's medical coverage, as additional
7 compensation in recognition of the lost benefit.

8 8.1.4 All leaves of absence without pay and/or reduced workload requests granted shall
9 be with the following provision.

10 District paid health and welfare benefit allocations:
11

| Full-time Equivalent Work Assignment or Work Days per Fiscal Year | Benefit Allocation Provided by District |
|--|--|
| .81-100 | 100% |
| .71-.80 | 80% |
| .60-.70 | 70% |
| less than .60 | Proportionate amount |

1 **ARTICLE 9**

2 **CALENDAR**

3

4 9.1 A proposal for the annual academic "College" calendar shall be developed by the
5 administration and forwarded to the Faculty Association and the Academic Senate for
6 review by January 15. A calendar will be adopted upon mutual agreement of the Faculty
7 Association and the Board of Trustees and attached to this agreement in Appendix 1.

1 **ARTICLE 10**

2 **LEAVES**

3
4 10.1 Sick Leave

5 10.1.1 Full-time academic employees will be granted one day sick leave per month of
6 contract with full salary in each school year.

7 10.1.2 Credit for sick and related leaves may be taken at any time during the school
8 year. Credit for such leave need not be accrued prior to taking such leave. The
9 maximum amount credited is equal to the amount able to be earned in each
10 year's contract.

11 10.1.3 Adjunct teaching academic employees will be entitled to .64 hours sick leave
12 credit for each WTCH (weekly teacher contact hour) per quarter. WTCH will
13 be calculated as though the class is offered over a regular quarter even if the
14 class is offered in other time frames. Adjunct hourly academic employees (non-
15 teaching) will receive 0.046 hours sick leave for each hour worked.

16 10.1.4 Summer Session Sick Leave: Full-time and adjunct teaching academic
17 employees employed for summer session may draw upon their accumulated sick
18 leave during summer session and will be entitled to .64 hours sick leave credit
19 for each WTCH (weekly teacher contact hour). WTCH will be calculated as
20 though the class is offered over a regular 12 week quarter. Adjunct hourly
21 academic employees will receive 0.046 hours sick leave for each hour worked
22 in the summer session.

23 10.1.5 Unused Sick Leave

24 10.1.5.1. Unused sick leave will be accumulated indefinitely and will not be
25 compensated for in terminal pay.

- 1 10.1.5.2 Cumulative sick leave from the Lake Tahoe Community College
2 District may be transferred to other districts depending upon the
3 policies of the receiving institution.
- 4 10.1.5.3 Cumulative sick leave accrued in other California public
5 school/community college districts by an employee employed for
6 one school year or more in another district shall be transferred to
7 the Lake Tahoe Community College District under sections 37731
8 and 37782 of the *Education Code*.
- 9 10.1.6 An academic employee, when on leave of absence, except leave of absence
10 without pay, not connected with any other College leave, policy or philosophy
11 relative to the improvement of the employee's assigned duties and subject to that
12 person's return for one year following, or reimbursement to the District for all
13 expenses incurred, will maintain any prior sick leave rights which may have
14 accumulated and will accumulate additional sick leave during the period of the
15 leave.
- 16 10.1.7 Deductions for any person placed under quarantine will be made on the same
17 basis as if the employee were ill.
- 18 10.1.8 When an academic employee is absent from his/her duties on account of illness
19 or accident for a period of five school months or less, he/she shall receive 50%
20 of his/her regular salary during the period of such absence. The 50% salary
21 begins after exhaustion of current sick leave and runs concurrently with
22 accumulated sick leave (*Education Code* section 87786).
- 23 10.1.9 Payments to substitute employees for teaching in the place of academic
24 employees during sick leave absence, including periods of absence not covered
25 by the absent employee's accumulated sick leave, will not be deducted from the
26 absent employee's salary.

- 1 10.1.10 An absence report explaining the illness will be completed on the first day back
2 by any academic employee absent because of illness. A statement from a
3 physician may be required as a matter of policy.
- 4 10.1.10.1 Full-time instructors are to complete the form, "Academic Employee
5 Absence Report," and return it to the Instruction Office.
- 6 10.1.10.2 Adjunct faculty are to complete the form, "Adjunct Faculty Absence
7 Report," and return it to the Instruction Office.
- 8 10.2 Bereavement Leave
- 9 10.2.1 Bereavement leave with pay up to three (3) days will be allowed for death of an
10 immediate family member as defined in section 10.6.3. Up to five (5) days will
11 be allowed if out-of-state travel or travel beyond 300 miles one way is required.
- 12 10.2.2 No deduction shall be made from the salary of such employee nor shall such
13 leave be deducted from leave granted by other sections of the *Education Code* or
14 as provided by this agreement.
- 15 10.3 Industrial Accident and Industrial Illness Leave
- 16 10.3.1 "Industrial Accident" as used in this section, is defined as any accident or illness
17 arising directly out of, or in the course of, employment of the employee which
18 forces that person's absence from work.
- 19 10.3.2 In accord with *Education Code* section 87787, industrial accident and illness
20 leave shall be in effect for all academic employees according to the following
21 provisions:
- 22 10.3.2.1 Allowable leaves shall not be for more than 60 working days in any
23 one (1) fiscal year for the same accident or illness.
- 24 10.3.2.2 Allowable leave shall not be accumulated from year to year.
- 25 10.3.2.3 Industrial accident or illness leave will commence on the first day of
26 absence.

1 insurance. Reduction of entitlement to leave shall be made only in
2 accordance with this section.

3 10.3.2.10 When all available leaves of absence, paid or unpaid, have been
4 exhausted and if the employees are not immediately able to assume
5 the duties of their positions they shall, if not placed in another
6 position, be placed on a re-employment list for a period of 39
7 months, and shall be employed in a vacant position in the class of
8 that person's previous assignment over all available candidates
9 except for a re-employment list established because of lack of work
10 or lack of funds, in which case, the employee shall be listed in
11 accordance with appropriate seniority regulations.

12 10.3.2.11 An employee who has been placed on a re-employment list, as
13 provided herein, who has been medically released for return to duty
14 and who fails to accept an appropriate assignment shall be dismissed.

15 10.3.2.12 The District reserves the right to secure proof of industrial injury or
16 illness of an employee. Before salary payments will be made to an
17 employee absent because of industrial injury or illness, a report of
18 such an accident or illness in the form required by the District must
19 be on file in the Business Office.

20 10.4 Military Leave

21 10.4.1 Academic employees will be granted military leave in accordance with the
22 provisions of the *Education Code* and the *Military and Veteran's Code*.

23 10.4.2 Military leave during a normal academic year or during an employee's contract
24 period shall be granted only after certification from proper military authorities
25 that such leave is a necessity or an emergency.

1 10.5 Leave for Required Court Appearance: An academic employee ordered to appear in
2 court (personal business excluded) will receive full salary less an amount equal to any
3 fees received for jury service or appearance as a witness under subpoena.

4 10.6 Personal Necessity Leave

5 10.6.1 An employee may elect to draw on accumulated sick leave, up to a maximum of
6 seven (7) days in any school year, for any one or combination of the following:

7 10.6.1.1 Death or illness of a member of the immediate family which requires
8 the presence of the employee (see section 10.6.3.1 of this agreement
9 for definition of "immediate family").

10 10.6.1.2 Accident involving the person or property of the employee or the
11 person or property of a member of the immediate family of the
12 employee (see section 10.6.3.1 of this agreement for definition of
13 "immediate family").

14 10.6.1.3 Appearance in court as a litigant (including personal business)

15 10.6.1.4 Not more than two (2) days each school year may be used by each
16 academic employee without loss of pay for purposes of compelling
17 personal importance at the discretion of the academic employee.

18 10.6.1.5 Hazardous weather conditions making it impossible or imprudent to
19 come to work.

20 10.6.1.6 Such other reasons which may be prescribed by the Board of
21 Trustees, the Superintendent/President of the District or the Vice
22 President, Academic Affairs and Student Services.

23 10.6.2 Advanced approval must be obtained from the Vice President, Academic
24 Affairs and Student Services for leave taken under sections 10.6.1.3 through
25 10.6.1.6. A personal necessity leave form must be submitted to the Vice
26 President, Academic Affairs and Student Services within five (5) days after

1 return to work with validation as requested by the Vice President, Academic
2 Affairs and Student Services.

3 10.6.3 The District recognizes that close familial relationships exist outside the current
4 definition of immediate family. Requests for leave under this Article will be
5 considered on a case-by-case basis.

6 10.6.3.1 Immediate Family: Mother, father, guardian, grandmother,
7 grandfather or grandchild of the employee or of the spouse of the
8 employee, and the spouse, son, son-in-law, daughter, daughter-in-
9 law, brother or sister of the employee, or any relative living in the
10 immediate household of the employee.

11 10.6.4 An academic employee who is absent for any reason not covered in the
12 *Education Code*, the rules and regulations of the Lake Tahoe Community
13 College District, or the above section on Leave for Necessity, will be subject to
14 a deduction of a full day's salary for each day of absence and that portion of
15 each day's schedule relative to a full day's salary (assigned classes and meetings,
16 office hours).

17 10.7 Catastrophic Leave

18 10.7.1 The catastrophic leave program permits faculty members as defined in *Board*
19 *Policy Manual* section 4.03.B.1. to donate eligible leave credits to another
20 employee when that employee or a member of his/her family suffers from a
21 catastrophic illness or injury (*Education Code* §87045).

22 10.7.1.1 "Catastrophic illness" or "injury" means an illness or injury that is
23 expected to incapacitate the employee for an extended period of
24 time, or that incapacitates a member of the employee's family which
25 incapacity requires the employee to take time off from work for an
26 extended period of time to care for that family member, and taking
27 extended time off work creates a financial hardship for the

1 employee because he/she has exhausted all of his/her sick leave and
2 other paid time off.

3 10.7.1.2 "Eligible leave credits" means vacation, sick leave and/or
4 compensatory time off accrued to the donating employee.

5 10.7.1.3 "Family member" for purposes of this section only means the
6 employee's spouse or dependent child. The District recognizes that
7 equivalent relationships exist outside this definition and exceptions
8 will be considered on a case-by-case basis.

9 10.7.1.4 Eligible leave credits may be donated to a regular employee for
10 catastrophic illness or injury if all of the following are met.

11 10.7.1.4.1 The employee has completed one (1) year in paid status
12 in a regular authorized position.

13 10.7.1.4.2 The employee who is, or whose family member is,
14 suffering from a catastrophic illness or injury requests
15 that eligible leave credits be donated and provides
16 required verification of the injury or illness and the
17 inability to work to the Director of Human Resources.

18 10.7.1.4.3 The employee has exhausted all paid leave credits.

19 10.7.1.4.3.1 In the event of the catastrophic injury or
20 illness of a family member, personal
21 necessity leave may be used beyond the
22 seven (7) day limitation in section 10.6.1.

23 10.7.1.4.4 The employee is not eligible for workers' compensation
24 or long-term disability coverages.

25 10.7.1.5 Any regular employee may donate eligible leave credits at a
26 minimum of eight (8) hours and in hour increments thereafter.

27 10.7.1.5.1 Donations of eligible leave credit are irrevocable.

1 10.7.1.5.1.1 In the event that any donated
2 catastrophic leave time remains unused,
3 that time shall be placed into a
4 catastrophic leave bank which shall be
5 made available to other qualified
6 employees.

7 10.7.1.5.2 All time donated shall be credited on an hour for hour
8 basis regardless of pay differentials between donating
9 employee and recipient.

10 10.7.1.5.3 The identities of donors shall be confidential.

11 10.7.1.5.4 Donations are subject to the following:

12 10.7.1.5.4.1 Vacation: donors must maintain a
13 minimum vacation balance of 40 hours.

14 10.7.1.5.4.2 Compensatory Time Off (CTO):
15 employees may donate all of their
16 accrued compensatory time off.

17 10.7.1.5.4.3 Sick Leave: donors must maintain a
18 minimum sick leave balance of 40 days
19 (320 hours).

20 10.7.1.6 The maximum amount of time for which donated leave credits may be
21 used, including all other leaves to which the employee may be entitled
22 during the catastrophic injury or illness, is not to exceed 12
23 consecutive months.

24 10.7.1.7 While an employee is on catastrophic leave using donated hours, the
25 employee shall not accrue any vacation or sick leave.

1 10.8 Family and Medical Leave: Eligible faculty will be granted family and medical leave in
2 accordance with the provisions of the California Family Rights Act of 1991 and the
3 Family and Medical leave Act of 1993.

4 10.9 Leave to Attend Professional Conferences

5 10.9.1 The District will cause procedure to be adopted by which leaves may be granted
6 to academic personnel to attend professional conferences, special meetings, or
7 any other temporary change of assignment in the performance of school duties.

8 10.9.2 The District may request any of its employees to represent it at professional
9 meetings or conferences. In such cases, expenses and loss of employee time
10 will be borne by the District.

11 10.10 Leave for Exchange Teaching

12 10.10.1 Upon recommendation of the Superintendent/President and approval by the
13 Board of Trustees, a leave of absence may be granted for exchange teaching, not
14 to exceed one (1) year at a time per teacher.

15 10.10.2 Leaves of absence for exchange teaching will be conducted under *Education*
16 *Code* sections 87422-87424 or any other applicable law.

17 10.11 Leave for Professional Development

18 10.11.1 The District and the Faculty Association strongly support the provision of
19 Leaves for Professional Development for all regular academic employees of the
20 District. Such leaves provide benefit to the District, the individual, the
21 individual's department and the students of the institution through improved
22 instructional and support services. It is the intent of this provision of the
23 Agreement to provide academic employees the opportunity to conduct rigorous
24 professional growth activities which meet the criteria of significantly improving
25 the instructional and support services provided to students of the college in a
26 manner beyond the routine responsibilities of a community college faculty
27 member. All eligible employees are encouraged to apply for their Professional

1 Development Leave in accordance with the provisions of this Agreement and all
2 such applications for leave approved under the provisions of this Agreement
3 will be granted.

4 10.11.2 Such leave is not granted as a reward for work already performed, but rather as
5 a means of preparing for improved service in the future.

6 10.11.3 Such leave shall be granted within the limitations of *Education Code* sections
7 87767-87770, and the following criteria:

8 10.11.3.1 Eighteen (18) quarters (excluding summer session) of continuous
9 service at full capacity in the employee's regular assignment. A
10 faculty member working on a reduced load must accrue 288 units
11 (excluding overload) to be eligible for professional development
12 leave. Leaves without pay granted by the Board shall not be counted
13 toward the 18 quarters and shall not be considered a break in
14 continued service.

15 10.11.3.2 The professional development leave shall begin during one of the
16 three (3) regular quarters following the completion of the 18. The
17 leave must be at the convenience of the College.

18 10.11.3.3 The program to be completed during the leave shall be determined
19 collaboratively by the applicant and his or her supervising
20 administrator. This process may involve one other faculty member
21 selected by the applicant. The goal of this collaboration is a proposal
22 which all parties anticipate will meet the criteria for approval and
23 which reflects the results of the most recent evaluation of the
24 applicant. All professional development leave proposals must carry
25 the recommendation of the Vice President of Academic Affairs and
26 Student Services and must have the approval of the
27 Superintendent/President prior to submission to the Board of

1 Trustees for final approval. Such approval will not be unreasonably
2 withheld.

3 10.11.3.4 The quarter(s) spent on leave shall not count as service in completing
4 eligibility for the next leave.

5 10.11.3.5 An individual granted professional development leave shall continue
6 to receive all District benefits, except salary which shall be
7 according to the following scale:

8 10.11.3.5.1 Leave of one quarter: 100% of that which would be
9 received had this individual remained in a regular
10 assignment.

11 10.11.3.5.2 Leave of two quarters: 50% of that which would be
12 received had this individual remained in a regular
13 assignment.

14 10.11.3.5.3 Leave of three quarters: 33 1/3% of that which would
15 be received had this individual remained in a regular
16 assignment.

17 Each quarter spent on leave is considered regular
18 service relative to qualifying for advancement on the
19 salary schedule.

20 10.11.3.6 Persons receiving grants, fellowships or fees for professional
21 services provided as part of a sabbatical leave program will not
22 normally receive funds from the District, which, when combined
23 with the sabbatical salary exceed the anticipated amount they would
24 have received from the District in a teaching capacity during that
25 period. Sabbatical stipends may be reduced to a point where the
26 combination of stipend and that portion of grants or other outside

1 fees designated solely for salary equals full teaching salary, and this
2 prorated to apply only to the quarter of formal sabbatical leave.

3 10.11.3.7 All work developed directly related to the professional development
4 leave program belongs to and is the property of the Lake Tahoe
5 Community College District.

6 10.11.3.8 Professional Development Leave proposals should be submitted to
7 the individual's supervising administrator no later than November 15
8 of the academic year prior to that in which the leave is proposed to
9 take place so as to allow for sufficient time for collaboration on the
10 proposal. Final approval of such leave must take place by the end of
11 the application year in order for the leave to be granted, according to
12 the following schedule: leaves which commence in Fall quarter must
13 be approved by April 1, those which commence in Winter quarter
14 must be approved by June 15, and those which commence in Spring
15 quarter must be approved by June 30. By agreement between the
16 College and the individual, the date may be extended.

17 10.11.3.9 Reports of experiences and/or accomplishments shall be submitted to
18 the Vice President, Academic Affairs and Student Services before
19 the end of six (6) weeks of the quarter following the return from
20 leave. Employees returning from a professional development leave
21 may also be required to present the results of the leave to the Board
22 of Trustees and/or the Academic Senate at the discretion of the Vice
23 President, Academic Affairs and Student Services.

24 10.11.3.10 Individuals granted leave must agree to return to the College for a
25 minimum of six (6) regular quarters after the completion of their
26 leave or reimburse the District all cost incurred during the leave.

1 10.11.3.11 In the event an eligible employee elects not to submit an application
2 for a professional development leave or final approval of a
3 professional development leave application is not granted in
4 accordance with the provisions of the agreement, the employee may
5 retain eligibility and apply again in each of the following academic
6 years until leave is granted. Such postponed year will not accrue
7 towards eligibility for a subsequent professional development leave.

8 10.11.3.12 Upon mutual agreement between the District and employee, an
9 approved professional development leave may be postponed with
10 intervening years contributing as service years of credit towards a
11 subsequent professional development leave.

12 10.11.4 Professional Development Leave--Academic Change of Status: Individuals
13 moving from full-time academic non-administrative status to full-time
14 administrative status and vice versa shall be eligible for professional
15 development leave under the terms of the position held the year before the year
16 of the leave but must have spent two (2) years in that category.

1 **ARTICLE 11**

2 **EVALUATION**

3
4 11.1 Schedule

5 11.1.1 Regular (tenured) faculty shall be evaluated, as required by law, at least once
6 every three academic years. Evaluation shall occur more frequently if the
7 supervising Dean and the Vice President, Academic Affairs and Student Services
8 both agree it is warranted.

9 11.1.2 Contract (probationary) employees shall be evaluated at least once in each
10 academic year prior to March 1. Evaluation shall occur more frequently if the
11 supervising Dean and the Vice President, Academic Affairs and Student Services
12 both agree it is warranted.

13 11.1.3 Temporary employees (adjunct faculty) shall be evaluated within the first quarter
14 of employment. Thereafter, evaluation shall be at least once every nine quarters.
15 Evaluation shall occur more frequently if the supervising Dean and the Vice
16 President, Academic Affairs and Student Services both agree it is warranted.

17 11.1.4 Separate student evaluation forms are required for credit classes (see Appendix 5,
18 Form D) and for non-credit ESL classes (see Appendix 5, Form I).

19 11.2 Procedure: When an evaluation is required, the evaluation shall be conducted in
20 accordance with the provisions of Appendix 5, *Tenure Review and Tenured Faculty*
21 *Evaluation Procedures*.

1 **ARTICLE 12**

2 **GRIEVANCE PROCEDURES**

3
4 12.1 The following grievance procedures shall be available to all full-time and adjunct faculty.
5 The procedural steps included herein have been designed to secure an equitable solution to
6 a grievant's claim at the earliest possible date. The grievance procedure shall not be used to
7 establish new policies or to change existing rules and/or regulations, and shall not be used
8 in matters for which other appeal procedures, means or methods of review have been
9 established, such as in a disciplinary action.

10 12.2 Definition of Terms

11 12.2.1 Grievance: A "grievance" is a formal written allegation by an employee that he/she
12 has been adversely affected by a violation, misinterpretation or improper
13 application of a specific article, section or provision of this Agreement. Other
14 matters not covered by this Agreement may be addressed by the specific method of
15 review under procedures established by the policies of the Board of Trustees or
16 other applicable regulatory bodies.

17 12.2.2 Days: All references to "days" included herein shall be days when the District
18 administrative offices are open for business.

19 12.3 Informal Grievance Procedure: Before filing a grievance, an employee shall first discuss
20 the basis for the contemplated allegation with the employee's immediate administrator with
21 the objective of resolving the matter through such an informal conference. This informal
22 conference may include any other involved parties at the discretion of the grievant.

23 12.4 Formal Grievance Procedure

24 12.4.1 Level I

25 12.4.1.1 Within 60 days after the occurrence of the act or omission or within 60
26 days of the time the grievant became aware or should have become
27 aware of the act or omission giving rise to the grievance, the employee

1 must present his/her grievance in writing to the supervisor of the person
2 against whom the grievance is filed.

3 12.4.1.2 The written grievance must include a description of the general and
4 specific grounds for the grievance, a list of specific actions upon which
5 the grievance is based, including the names of all persons involved, and
6 the times, places and events when each person so named was involved,
7 the conclusion reached at the informal conference, and a list of specific
8 actions which the grievant feels the college should take to remedy the
9 grievance.

10 12.4.1.3 The supervisor shall communicate a written decision to the grievant
11 within ten (10) days after receiving the grievance. If the administrator
12 does not respond within the time limit, the grievance is deemed denied,
13 and the employee may appeal in writing to the next level. Such appeal
14 must be made within five (5) days after expiration of the time limit or
15 after the written answer is received, whichever occurs first.

16 12.4.1.4 Within the specified time limit, the grievant or the supervisor may
17 request a personal conference with the other, and such request shall be
18 granted, with the objective of resolving the matter at this level.

19 12.4.2 Level II

20 12.4.2.1 If the grievant or the subject of the grievance is not satisfied with the
21 decision of the grievance at Level I, either party may appeal by filing a
22 Notice of Appeal with the Vice President for Academic Affairs, which
23 shall include a copy of the original grievance, the response, if any, from
24 Level I, and a notice stating that the employee is appealing, with a clear
25 and concise statement of the reasons for the appeal.

26 12.4.2.2 The Vice President may request a personal conference with the grievant
27 or any party named in the grievance, and shall render a written decision

1 within 10 days of receipt of the appeal. If the Vice President does not
2 render a written decision within the prescribed time limit the grievance
3 is deemed denied, and the employee may appeal to the next level. Such
4 appeal must be made within five (5) days after the expiration of the time
5 limit or after the written response is received, which ever occurs first.

6 12.4.3 Level III

7 If the grievance is not resolved at the level of the Vice President, the grievant or the
8 subject of the grievance may appeal for the grievance to be considered by a hearing
9 committee. The hearing committee shall be composed of three members consisting
10 of a faculty member recommended by the grievant, a faculty member recommended
11 by the chief party against whom the grievance is brought and a faculty member
12 (full-time or adjunct) or an administrator appointed by the Superintendent/President
13 who shall chair the committee. The hearing committee shall meet within 20 days of
14 its appointment for the purpose of conducting a hearing at which all parties to the
15 grievance shall be present and allowed to present information and argument. The
16 hearing committee shall render its decision in writing to the
17 Superintendent/President within 10 days after the close of such hearing. If the
18 hearing committee does not respond within the time limit the grievance is deemed
19 denied, and the employee may appeal in writing to the next level. Such appeal must
20 be made within five (5) days after expiration of the time limit or after the written
21 answer is received, whichever occurs first.

22 12.4.4 Level IV

23 If the grievance is not resolved at Level III, the grievant or the subject of the
24 grievance may appeal to the Superintendent/President by filing a written Notice of
25 Appeal, together with a copy of the original grievance and any responses at Levels
26 I, II and III, and a statement of reasons for the appeal. The
27 Superintendent/President may conduct a review of the matter himself/herself,

1 including requesting meetings with the grievant and other parties concerned. These
2 meetings may be held separately or together with the involved parties. The decision
3 of the Superintendent/President on the grievance shall be in writing, and shall be
4 issued within 20 days after the filing of the grievance.

5 12.4.5 Level V

6 In the event the grievance is not resolved at Level IV, the grievant or the subject of
7 the grievance may appeal the decision of the Superintendent/President by filing a
8 written Notice of Appeal with the governing board within five (5) days after receipt
9 of the Superintendent/President's decision. The appeal must be in writing, and shall
10 include the original grievance, the responses at Levels I, II, III and IV, and a clear
11 and concise statement of the reasons for the appeal. The governing board shall
12 conduct such hearings as the board determines necessary in order to review the
13 matter and render a fair and just decision. The board shall render its decision within
14 thirty (30) days after receipt of the appeal, or such extension of that time as
15 determined by the board to be necessary to complete its review of the matter. The
16 decision of the board shall be final and binding.

17 12.5 Other Provisions

18 12.5.1 An employee may represent him/herself at all stages of the informal or formal
19 grievance process, or may be assisted by a representative.

20 12.5.2 A resolution of the grievance shall be deemed to exist at any level either by
21 affirmation of the grievant or the subject of the grievance to concur with the
22 decision rendered or by failure of the grievant or the subject of the grievance to
23 appeal the decision within the specified time period to the next higher level.

24 12.5.3 The filing of a grievance shall in no way interfere with the right of any District
25 administrator to proceed in carrying out his/her management responsibilities and
26 decisions prior to a final resolution the grievance. In the event that an employee
27 protests an order, requirement or other directive, the employee shall fulfill or carry

1 out such order, requirement or other directive pending final resolution of the
2 grievance.

3 12.5.4 The time limits as specified at each level of the grievance procedure may be
4 extended by mutual written agreement between the parties.

5 12.5.5 A grievant shall be released from regular assignment if required by this grievance
6 procedure.

7 12.5.6 If a grievance is against an Instructional Dean or a Director, the grievance process
8 shall begin at Level II; if against Vice President for Academic Affairs and Student
9 Services, the grievance process shall begin at Level III; if against the
10 Superintendent/President, the process shall begin at Level V.

11 12.5.7 There shall be no reprisals of any kind taken against any of the participants or
12 representatives because of participation in a grievance or support thereof.

13 12.5.8 All documents, communications and records dealing with the processing of a
14 grievance will be filed in a separate grievance file and will not be kept in the
15 personnel file of any of the participants.

16

1 **ARTICLE 13**

2 **RETIREMENT INCENTIVES**

3
4 13.1 Eligibility Criteria: The District shall provide retirement benefits in accordance with the
5 provisions of this Article provided regular academic employees meet the following
6 criteria:

7 13.1.1 Have been in continuous full-time employment of the District for a minimum of
8 ten (10) years immediately prior to retirement.

9 13.1.2 Have reached the age of 55 or older upon retirement.

10 13.1.3 The retiree must request in writing the benefits described herein prior to the date
11 of retirement or earlier if called for in other sections of this Article.

12 13.2 The District shall provide medical and major medical insurance for the first five (5) years
13 immediately succeeding retirement from the District for retired academic employees in
14 the same manner provided regular academic employees. The employee may continue to
15 be carried as a retiree in the vision and/or dental groups by reimbursing the district for
16 those costs.

17 13.2.1 No benefits will be paid by the District after five (5) years or after the retired
18 employee reaches the age of eligibility for Medicare, whichever occurs first. The
19 retiree may continue to be carried as a member of the group by reimbursing the
20 District for his/her insurance costs.

21 13.2.1.1 If a retiree submits a letter of resignation by May 31, 2003, and is
22 eligible for the \$38,000 cash incentive (13.3.3), the retiree may opt to
23 use a portion of this cash incentive to buy up to one year of medical
24 insurance to cover the cost of this insurance for the first year of
25 retirement. In such case, the five (5) year period referred to in 13.2
26 and 13.2.1 will commence upon termination of the insurance so
27 purchased.

1 13.2.2 Those academic employees who retire at age 55 or older and are not eligible for
2 the District contributions, and have a minimum of five (5) years of continuous
3 full-time service in the District immediately preceding retirement, may continue
4 to be carried as members of the group by reimbursing the District for their
5 insurance costs.

6 13.2.3 Any retired employee more than 60 days in arrears in reimbursing the District for
7 his/her medical insurance will be dropped from the plan and will not be eligible to
8 participate in the District's health insurance program.

9 13.2.4 Provisions of the Article are available contingent upon availability from the
10 insurance carrier.

11 13.2.5 The responsibility for timely notification to the District of the retiree's election to
12 exercise these option(s) rests solely with the retiree. Such notification must be in
13 writing.

14 13.3 Financial Incentives: The District and the Faculty Association have an interest in
15 offering a financial incentive retirement program. This program is to encourage unit
16 members to retire prior to their planned retirement date and also prior to September 1,
17 2008. A unit member wishing to retire under the provisions of this Early Retirement
18 Incentive program must select one of the options as provided in sections 13.3.2 or 13.3.3
19 below.

20 13.3.1 Employee must submit a letter of retirement resignation to the
21 Superintendent/President no later than January 7, 2008. Effective date of the
22 retirement shall not be later than August 31, 2008.

23 13.3.2 Cash Incentive Options

24 13.3.2.1 Retirees shall receive a cash incentive of \$1,400 per year of District
25 service or \$25,000, whichever is greater, if the letter of resignation is submitted
26 prior to 5:00 p.m. on January 7, 2008. Said cash incentive shall be paid in one of
27 the following methods, as determined by the retiree:

- The retirement incentive will be available 60 days after the retirement date on a payment schedule, in a lump sum or multiple payments, agreed upon by the District and the retiree.
- Periodic or a lump sum payment will be made to the retiree's 403(b) or an alternate retirement account, as allowed by law.

13.3.3 Service After Retirement: If a retiree retires under the provisions of 13.3.1 and 13.3.2, the retiree will have the following options should he/she wish to continue teaching part time:

13.3.3.1 A guaranteed teaching load of up to 14 units in 2008/09 at pro rata pay with the total amount not to exceed the maximum earnable salary as established by STRS for that academic year. The assignment of courses would remain at the discretion of the supervising administrator.

13.3.3.2 In academic year 2009/10 and beyond the retiree may teach upon mutual agreement of the retiree and the District at a pro rata hourly pay based on the agreed upon goal for adjunct faculty parity, Step 3 (70% of Step 8 of the Full-time Credit Faculty Salary Schedule with no guaranteed teaching load). The formula for calculating the pro rata unit pay is as follows: Step 8 of the Full-time Credit Faculty Salaries, Schedule B, divided by 1424 (178 X 8 hours per day) times 1.4 times 11.33 (weeks in a quarter).

13.4 Reduced Teaching Load Option

13.4.1 The State Teachers' Retirement System provides that academic employees may, under specified conditions, accrue full-time retirement benefits while teaching part-time. Under such a program, both the District and the employee would continue to make contributions to the State Teachers' Retirement System equal to what would be made if the employee were working full time

1 (Education Code section 87483). Prior approval from the Board must be
2 obtained by persons who wish to participate in the program.

3 13.4.1.1 College faculty members may apply to earn full-credited service for
4 part-time teaching with the following provisions:

5 13.4.1.1.1 The faculty member must be at least 55 years old. The
6 period of part-time employment shall not extend beyond
7 the end of the school year during which the employee
8 reaches his or her 70th birthday.

9 13.4.1.1.2 The faculty member must have provided service in an
10 academic position for at least 10 years of which the
11 immediately preceding five (5) years were on a full-time
12 basis.

13 13.4.1.1.3 The faculty member must provide service of at least 24
14 units during the academic year. This teaching
15 assignment may be completed in two (2) or more
16 quarters at the discretion of the faculty member.

17 13.4.1.1.4 The employee shall be paid a salary which is the pro rata
18 share of the salary the employee would be earning had
19 the employee not exercised the option of part-time
20 employment. (See 8.1.3 on Health and Welfare
21 Benefits.)

22 13.4.1.2 Following approval by the Board of Trustees, the program may
23 continue for a period not to exceed five (5) years.

24 13.4.1.2.1 At the end of an academic year, the faculty member
25 shall be returned by his/her request to full-time status
26 subject to District approval.

1 13.4.1.2.2 The faculty member must give to the District at least
2 one (1) quarter notice of intention to participate in this
3 program.

4 13.4.1.2.3 An employee on such leave shall be able to receive
5 health, dental, vision, and other insurance benefits
6 provided that the employee pays the share of the
7 premiums equal to the amount of the reduced load (e.g.,
8 50% reduced teaching load results in employee paying
9 50% of the premiums).

10 13.5 Service After Retirement: *Education Code* section 24214 provides that a STRS service
11 retiree may be employed by a school district and the rate of pay for that employment
12 shall not be less than the minimum nor exceed that paid by the employer to other
13 employees performing comparable duties. The maximum earnable is adjusted by STRS
14 each year. This language provides retirees an option for serving the district under this
15 law.

16 13.5.1 The District may offer retirees the opportunity to enter into a retiree
17 contractual agreement not to exceed the maximum earnable salary as
18 established by STRS each year. The limit will not be exceeded unless agreed
19 to by the retiree and the District.

20 13.5.2 If a retiree retires by December 31, 2003, and is eligible for the early
21 retirement cash incentive (13.3.3), they have one (1) of two (2) options should
22 they wish to continue teaching part-time:

23 13.5.2.1 A guaranteed teaching load of up to 8 units per year for four (4)
24 years at the adjunct rate of pay, Step 3, Non-Associate Salary Rate
25 (Schedule G), or,

26 13.5.2.2 A pro rata hourly pay based upon approximately 70% of Step 8 of
27 the Full-Time Credit Faculty Salaries, Schedule B, with no

1 guaranteed teaching load. The formula for calculating the pro rata
2 unit pay is as follows: Step 8 of the Full-Time Credit Faculty
3 Salaries, Schedule B, divided by 1424 (178 days x 8 hours per day)
4 times 1.4 times 11.33 (weeks in a quarter).

5 13.5.3 If a service retiree receives payment in excess of the limitation set forth in
6 sections 24214 or 24215, the STRS allowance of the service retiree may be
7 reduced by the amount of that excess.

8 13.5.4 Health and welfare benefits after retirement from the District will follow as
9 noted in section 13.2 of this Agreement.

10 13.5.5 For direct classroom instruction, all employees who retired under the provision
11 offered between 1999 and 2002 shall receive pro rata hourly pay based upon
12 that which the employee would have received as a regular employee on the step
13 where the employee was placed during the last year of service prior to
14 retirement. The formula for calculating the pro rata hourly pay is as follows:

$$\frac{\text{Annual salary step during last year of service}}{1424 \text{ hours}^*} = \text{Pro rata hourly rate}$$

17 (* 1424 hours = 178 instructional days x 8 hours/day)

18 This pro rata hourly rate will be subsequently converted to a unit rate for
19 compensation purposes using the following formula:

$$\text{Pro rata hourly rate} \times 11.33 = \text{Pay rate per unit for lecture and lab}$$

21 Other assigned duties outside of direct classroom instruction will be
22 compensated at the Adjunct Faculty Extra Duty Assignment rate.

23 13.5.6 Retirees providing service under this provision who retired prior to the 1998/99
24 academic year shall receive pro rata pay based upon the unit value which the
25 employee would have received as a regular employee on the step where the
26 employee was placed during the last year of service prior to retirement. The
27 formula for calculating the pro rata unit pay rate is as follows:

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$$\frac{\text{Annual salary step during last year of service}}{48 \text{ units}} = \text{Pro rata unit rate}$$

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ARTICLE 14

LAY OFF

14.1 Faculty lay-off procedures shall be conducted in compliance with *Education Code* section 87743 *et seq.*

14.2 Faculty Service Area (F.S.A.): As designated in the “Faculty Service Areas, Minimum Qualification, Equivalencies, Discipline” document.

14.3 Competency Criteria: The competency criteria to serve in a Faculty Service Area shall either be a valid California Community College Credential or the minimum qualifications as listed in the Lake Tahoe Community College Disciplines List.

1
2 **ARTICLE 15**

3 **INTELLECTUAL PROPERTY RIGHTS**
4

5 15.1 Right to claim a copyright shall be as follows:

6 15.1.1 A faculty member may claim the right to copyright material if it was created
7 outside the course and scope of the faculty member’s employment with the
8 District. If the faculty member uses District equipment but creates the work on
9 his/her own time outside of the course and scope of his/her employment, the
10 faculty member shall retain the right to copyright the material without cost.

11 15.1.2 The District may claim the right to copyright material if the project was
12 commissioned by the District, if the project is “work for hire” (i.e., the work was
13 created by the faculty member within his/her course or scope of employment
14 including the product of a professional development leave), or the work is an
15 institutional effort.

16 15.1.3 The District and faculty member may share the right to copyright material if the
17 work is created under circumstances in which the faculty member contributes
18 his/her time outside the normal course of employment and the district contributes
19 services, staff, and/or financial resources, or under other circumstances not
20 outlined in subsections 15.1.1 or 15.1.2 above.

21 15.1.4 If a separate agreement is entered into between the District and faculty member(s)
22 for a specific project, the right to claim copyright ownership shall be governed by
23 the terms of the specific agreement.

24 15.1.5 Responsibility for registration of copyright shall lie with the owner of the
25 copyright.

26 15.2 Royalty distribution rights shall parallel ownership in copyright.

- 1 15.2.1 Faculty members with full copyright ownership retain full royalty distribution
2 rights.
- 3 15.2.2 The District with full copyright ownership retains full royalty distribution rights.
- 4 15.2.3 Unless otherwise specified in advance, if the District and faculty member(s) share
5 copyright ownership, royalty distribution rights shall be as follows: One-hundred
6 per cent of royalties or other profits shall be distributed to reimburse the district
7 and/or faculty member(s) for documented expenses of creation and production of
8 the material until all such documented expenses are completely reimbursed. The
9 remainder of any royalties or other profits shall be distributed 50 per cent to the
10 District and 50 per cent to the faculty member(s) who share the copyright.
- 11 15.3 Issues of copyright ownership and royalty distribution involving both the District and the
12 faculty member(s) under the provisions of this article shall be resolved in advance by the
13 committee on Intellectual Property (CIP) whenever possible.
- 14 15.3.1 The Committee on Intellectual Property shall consist of two management
15 representatives, one FA representative and one Academic Senate representative.
16 Technical and/or legal advisors may augment the Committee when appropriate.
- 17 15.3.2 Disputes arising under this article which are not resolved by the CIP may be
18 pursued under the grievance provisions of this contract.
- 19 15.4 Use of materials in courses within the District that were created by faculty in the area(s)
20 related to that faculty member's employment in the District will be at no expense to the
21 District, regardless of which party owns the copyright.
- 22 15.5 If a faculty member has created materials as "work for hire" by the District; he/she has
23 the right to use the materials at no cost in the event that he/she teaches in another District.
24 The District retains the right to give permission for any other use of such materials.
25

1 **ARTICLE 16**

2 **PERSONNEL FILES**

3
4 16.1 There shall be one (1) official District personnel file for each faculty member maintained in
5 the District's Human Resources Office.

6 16.2 Access to Personnel Files

7 16.2.1 An employee may, by request, inspect his/her personnel file in the Human
8 Resources Office.

9 16.2.2 Personnel files shall be inspected in the presence of an official of the Personnel
10 Office or other designated management employee.

11 16.2.3 The employee may be accompanied by a representative when inspecting his/her
12 file. Anyone other than an appropriate District employee must have written
13 authorization by the employee, if not accompanied by him/her.

14 16.2.4 Personnel files are subject to inspection by third parties (1) with the written consent
15 of the employee or (2) pursuant to a subpoena issued in accordance with applicable
16 State or Federal law or (3) the order of a court of competent jurisdiction. Upon
17 receiving a subpoena for records, the Human Resources Office shall give the
18 employee oral or written notice as soon as possible, but no later than five (5)
19 calendar days after receiving the subpoena or other order. In order to protect the
20 employee's right to privacy, prior to complying with the subpoena or court order,
21 the Human Resources Office shall authenticate the order and consult legal counsel
22 as may be necessary.

23 16.3 Upon his/her request, copies of materials in the employee's personnel file will be made
24 available to the employee.

1 **ARTICLE 17**

2 **NEGOTIATION PROCEDURES**

3
4 17.1 The Faculty Association and Administration have agreed to the method of non-
5 adversarial negotiations, also known as “interest-based bargaining.” This method,
6 developed by the Harvard Negotiation Project, is focused on mutually advantageous
7 interests, not the private agendas of the negotiating teams. Issues are decided on their
8 merits. A wise agreement is defined as one which meets the legitimate interests of each
9 side to the extent possible, fairly resolves conflicting interests, is durable and takes
10 community interests into account.

11 17.2 Issues are identified by the teams, clarified through group discussions and brainstorming
12 sessions. Finally, tentative agreements, determined by consensus, are then taken to the
13 Faculty Association and the Board of Trustees for final approval.

1 **ARTICLE 18**

2 **NOTICE**

3
4 18.1 Whenever provision is made in this Agreement for the giving, service, or delivery of any
5 notice, statement or other instrument, the same shall be deemed to have been duly given,
6 served, or delivered either upon personal delivery (with receipt signature) or by mailing
7 the same by United States registered or certified mail, return receipt requested, to the
8 party entailed thereto at the address set forth below:

9 COLLEGE: SUPERINTENDENT/PRESIDENT
10 Lake Tahoe Community College
11 One College Drive
12 South Lake Tahoe, CA 96150-4524

13
14 Alternate: VICE PRESIDENT, ACADEMIC AFFAIRS & STUDENT
15 SERVICES
16 Lake Tahoe Community College
17 One College Drive
18 South Lake Tahoe, CA 96150-4524

19
20 ASSOCIATION: PRESIDENT, FACULTY ASSOCIATION
21 Lake Tahoe Community College
22 One College Drive
23 South Lake Tahoe, CA 96150-4524

24
25 Alternate: VICE PRESIDENT, FACULTY ASSOCIATION
26 Lake Tahoe Community College
27 One College Drive
28 South Lake Tahoe, CA 96150-4524

ARTICLE 19

SAVINGS

1
2
3
4
5
6

19.1 If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

1 **ARTICLE 20**

2 **LABOR MANAGEMENT COUNCIL**

3
4 20.1 A Labor Management Council comprised of all the member of the negotiating team shall
5 meet as necessary at such time as is convenient to all parties to address urgent business
6 which is within the scope of the collective bargaining process but which was either not
7 addressed or not anticipated in the current agreement.

8 20.1.1 A member of the Council shall keep minutes of each meeting, and said minutes
9 shall be distributed to the membership within one (1) week of the meeting date.

10 20.1.2 Agreements reached shall be recorded in Memorandums of Understanding
11 signed by the Superintendent/President of the College and the President of the
12 Faculty Association. These Memorandums of Understanding shall be attached
13 to the current contract and are subject to renegotiation in the next contract
14 period.

ARTICLE 21
AGREEMENT

- 21.1 This Agreement shall be in full force and effect until December 31, 2008, and thereafter, shall continue in effect year-by-year unless one of the parties notifies the other in writing, no later than March 15, of its intention to modify, amend, or terminate the Agreement.
- 21.2 This Article shall not preclude the parties from mutually agreeing during the term of the Agreement to negotiate other matters and to modify this Agreement.
- 21.3 The Articles and Provisions herein constitute a bilateral and binding agreement ("Agreement" or "Contract") by and between the Lake Tahoe Community College District ("District") and the Lake Tahoe Community College Faculty Association ("Faculty Association"), an affiliate of CTA/NEA. The Board of Trustees agrees to delete those provisions of Chapter 4 of the *Board Policy Manual* which are addressed in this Agreement including but not limited to provisions relating to Professional Growth and Advancement.
- 21.4 This Agreement is entered into pursuant to Chapter 10.7, sections 3540-3549 of the *Government Code* of this State.
- 21.5 Agreed to by the Lake Tahoe Community College Faculty Association on January 26, 2009, attested by the signature of the President.

Signature

Date

- 21.6 Agreed to by the Lake Tahoe Community College District by vote of the Board of Trustees on February 10, 1009, attested by the signature of the Superintendent/President.

Signature

Date

APPENDIX 1

2008-2009 ACADEMIC YEAR

SUMMER SESSION 2008 (June 30, 2008 - August 8, 2008)

| | | |
|--------------------------------------|---------------|----------------|
| First Day of Classes | Monday | June 30 |
| Holiday | Friday | July 4 |
| Last Day of Classes (6-week session) | Friday | August 8 |
| Intensive Spanish Summer Institute | Sunday-Friday | August 10 - 15 |

FALL QUARTER 2008 (September 22, 2008 - December 11, 2008)

| | | |
|---|-------------------|-------------------------|
| Labor Day Holiday | Monday | September 1 |
| Last Day to Petition for Challenge Exam | Friday | September 19 |
| FIRST DAY OF CLASSES | Monday | September 22 |
| Challenge Exam | Friday | September 26 |
| Last Day to Declare CR/NC Option* | Friday | October 17 |
| Last Day to Drop with No Record* | Friday | October 17 |
| Last Day to Drop with "W" Grade* | Friday | November 7 |
| Veteran's Day Holiday | Monday | November 10 |
| Thanksgiving Holiday | Thursday & Friday | November 27 & 28 |
| No Saturday/Sunday Classes or Labs | Saturday & Sunday | November 29 & 30 |
| Final Exams | Monday-Thursday | December 8 - 11 |
| Winter Recess | Friday-Sunday | December 12 - January 4 |

WINTER QUARTER 2009 (January 5, 2009 - March 26, 2009)

| | | |
|--|-------------------|--------------------|
| Last Day to Petition for Challenge Exams | Friday | December 19 |
| FIRST DAY OF CLASSES | Monday | January 5 |
| Challenge Exam | Friday | January 9 |
| Martin Luther King, Jr. Holiday | Monday | January 19 |
| Last Day to Declare CR/NC Option* | Friday | January 30 |
| Last Day to Drop with No Record* | Friday | January 30 |
| Last Day to Petition for Graduation | Friday | January 30 |
| Lincoln's Birthday Holiday | Friday | February 13 |
| No Saturday/Sunday Classes or Labs | Saturday & Sunday | February 14 & 15 |
| Washington's Birthday Holiday | Monday | February 16 |
| Last Day to Drop with "W" Grade* | Friday | February 20 |
| Final Exams | Monday-Thursday | March 23 - 26 |
| Spring Recess | Friday-Sunday | March 27 - April 5 |

SPRING QUARTER 2009 (April 6, 2009 - June 25, 2009)

| | | |
|--|-------------------|--------------|
| Last Day to Petition for Challenge Exams | Friday | April 3 |
| FIRST DAY OF CLASSES | Monday | April 6 |
| Challenge Exam | Friday | April 10 |
| Last Day to Declare CR/NC Option* | Friday | May 1 |
| Last Day to Drop with No Record* | Friday | May 1 |
| Last Day to Drop for "W" Grade* | Friday | May 22 |
| No Saturday/Sunday Classes or Labs | Saturday & Sunday | May 23 & 24 |
| Memorial Day Holiday | Monday | May 25 |
| Final Exams | Monday-Thursday | June 22 - 25 |
| Graduation Exercises (No Classes) | Friday | June 26 |

* For Full Quarter Length Classes (*See Schedule for less than a full quarter in length*)

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LAKE TAHOE COMMUNITY COLLEGE DISTRICT

SCHEDULE B

FULL - TIME CREDIT FACULTY SALARIES
 178 DAY EMPLOYEES
 (2.5% COLA)

2008 - 2009

| <u>STEP</u> | | |
|-------------|---------------|--------|
| 1 | | 46,935 |
| 2 | | 47,981 |
| 3 | | 49,032 |
| 4 | | 50,773 |
| 5 | | 52,515 |
| 6 | | 54,852 |
| 7 | | 56,217 |
| 8 | | 57,740 |
| 9 | | 59,259 |
| 10 | | 61,203 |
| 11 | | 63,149 |
| 12 | | 65,195 |
| 13 | | 66,231 |
| 14 | | 67,265 |
| 15 | | 68,214 |
| 16 | | 69,448 |
| 17 | | 70,706 |
| 18 | | 72,105 |
| 19 | | 73,511 |
| 20 | | 74,433 |
| 21 | | 75,356 |
| 22 | | 76,278 |
| 23 | | 77,201 |
| 24 | | 78,123 |
| 25 | | 79,046 |
| 26 | | 79,968 |
| 27 | | 80,891 |
| 28 | | 82,550 |
| 29 | Doctoral Step | 84,354 |

*Employees who possess a recognized doctorate (see 6.2.1.2.3) and who have been at Step 28 for at least one year move to Step 29.

 If an academic employee has completed a certain number of years at Lake Tahoe Community College, a longevity step will be added to the current salary schedule as shown below:

| <u>Years at LTCC</u> | <u>Increase</u> |
|----------------------|-----------------|
| 17 | 2.0% |
| 21 | 5.0% |
| 25 | 7.5% |

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LAKE TAHOE COMMUNITY COLLEGE DISTRICT

SCHEDULE C

FULL - TIME CREDIT FACULTY SALARIES
 214 DAY EMPLOYEES
 (2.5% COLA)

2008 - 2009

STEP

| | | |
|----|----------------|--------------------------------------|
| 1 | 56,427 | |
| 2 | 57,685 | |
| 3 | 58,948 | |
| 4 | 61,042 | |
| 5 | 63,136 | |
| 6 | 65,945 | |
| 7 | 67,587 | |
| 8 | 69,418 | |
| 9 | 71,244 | |
| 10 | 73,581 | |
| 11 | 75,921 | |
| 12 | 78,381 | |
| 13 | 79,627 | |
| 14 | 80,869 | |
| 15 | 82,010 | |
| 16 | 83,493 | |
| 17 | 85,006 | |
| 18 | 86,688 | |
| 19 | 88,378 | |
| 20 | 89,487 | |
| 21 | 90,596 | |
| 22 | 91,706 | |
| 23 | 92,815 | |
| 24 | 93,924 | |
| 25 | 95,033 | |
| 26 | 96,142 | *Employees who possess a |
| 27 | 97,251 | recognized doctorate (see 6.2.1.2.3) |
| 28 | 99,246 | and who have been at Step 28 for at |
| 29 | 101,415 | least one year move to Step 29. |

Doctoral Ste

 If an academic employee has completed a certain number of years at Lake Tahoe Community College, a longevity step will be added to the current salary schedule as shown below:

| | |
|----------------------|-----------------|
| <u>Years at LTCC</u> | <u>Increase</u> |
| 17 | 2.0% |
| 21 | 5.0% |
| 25 | 7.5% |

LAKE TAHOE COMMUNITY COLLEGE DISTRICT

SCHEDULE G
ACADEMIC SALARIES
SPECIAL HOURLY RATES
2008 - 2009

(2.5% COLA + 2.5% increase to bring closer to parity)

Part-Time Teaching Faculty Lecture Rates
Credit Program

| Quarters Worked At LTCC | Adjunct Faculty | Associate Faculty |
|--------------------------------|---|---|
| 0 – 9 | \$476.00/unit \$42.01/hour | \$524.00/unit \$46.25/hour |
| 10 – 15 | \$498.00/unit \$43.95/hour | \$549.00/unit \$48.46/hour |
| Over 15 | \$524.00/unit \$46.25/hour | \$576.00/unit \$50.84/hour |

Full-time Faculty Overload Unit Rate

Adjunct Instructor Lecture Rate

Adjunct Faculty – FEC Laboratory
 Adjunct Faculty – Non-FEC Laboratory

2/3 of credit lecture rate
 3/4 of credit lecture rate

Associate Faculty –FEC Laboratory
 Associate Faculty – Non-FEC Laboratory

2/3 of credit lecture rate
 3/4 of credit lecture rate

Substitute Instructor - Lecture

\$42.01/hour

Substitute Instructor - Laboratory

\$31.51/hour

Proctor

\$31.51/hour

Non-Credit ESL Adjunct Faculty

90% of credit lecture rate

Non-Credit ESL Associate Faculty

90% of credit lecture rate

Part-time Counselor

75% of credit lecture rate

Part-time Learning Disabilities Specialist

75% of credit lecture rate

Part-time Librarian

75% of credit lecture rate

LAKE TAHOE COMMUNITY COLLEGE DISTRICT

SCHEDULE G
ACADEMIC SALARIES
SPECIAL HOURLY RATES
2008 - 2009

(2.5% COLA + 2.5% increase to bring closer to parity)

| | |
|--|--|
| Adjunct Faculty--Extra Duty Assignments | 50% of credit lecture rate |
| Annual Student Art Exhibit Coordinator | 3% of Step 10 |
| Adjunct Faculty Orientation | \$27.00/session |
| Adjunct Faculty--Work Experience Coordinator | 75% of credit lecture rate |
| Plus payment of \$18.30 /student enrolled on census date | |
| Athletic Director | \$2,346.00 /sport up to four (4) sports |
| Coaches | \$6,915.00 sport/season |

| | For the five days of ISSI: | | For one extra day of ISSI: |
|--|----------------------------|-------------|----------------------------|
| Director, ISSI | * \$18,454 | Director | \$1,000** |
| Co-Director, ISSI | * \$8,072 | Co-Director | \$1,000** |
| * Any shift in remuneration between the Director and Co-Director must be approved in writing by the Director, Co-Director, and the supervising Dean. | | | |
| **The stipend must be negotiated for any additional days beyond the 5 days of ISSI and the one additional day referenced herein. | | | |

| | |
|--|-------------------|
| Instructional Skills Workshop: Facilitator | \$865.00 |
| Participant | \$285.00 |
| Advanced Teaching Workshop: Facilitator | \$285.00 |
| Participant | \$95.00 |
| Tahoe Wilderness Institute Weekend Field Program Direction/Coordination | \$2,306.00 |

Writing Center Instructor 24 hours/quarter is equivalent to a stipend of one (1) unit or pro-rated for fewer hours per quarter at Adjunct Teaching Faculty Lecture Unit Rate.

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TENURE REVIEW AND TENURED FACULTY EVALUATION PROCEDURES

I. Introduction

A. Philosophy

Evaluation and review is a constructive process to assist the College in achieving and maintaining a high quality instructional program.

The evaluation and review process should be of benefit to the College, to its students, and to each faculty member. In evaluation and review, not only must strengths be acknowledged, praised and reinforced, but areas in need of improvement must also be acknowledged and suggestions for accomplishing improvement clearly presented.

B. Purpose

Evaluation and review is a process of assessing the performance of individual faculty to aid the College and its faculty in maintaining and improving the quality of instruction. The program of evaluation and review will assist in:

1. Guiding the instructor, counselor, director or librarian toward more effective service through the establishment of measurable goals and objectives.
2. Giving an overall view of what the individual excels in as well as what he/she does not do as effectively as possible and should, therefore, seek to improve.

C. Standards for Faculty Evaluation

1. Job Performance

The faculty member demonstrates excellent performance in classroom teaching or in carrying out other primary responsibilities specifically listed in the job description including but not limited to:

- a. currency and depth of knowledge of teaching field or job duties,
- b. proficiency in written and oral English enabling clear, effective communication to students, staff, and colleagues,
- c. use of teaching methods and materials which demonstrate awareness of the varied learning styles of students, are challenging to students, and are consistent with departmental practices,

- d. careful attention to effective organization skills in the classroom or work site, and
- e. consistent fulfillment of professional responsibilities.

2. Respect for Students

Faculty members shall evidence respect for students' rights and needs by demonstrating:

- a. patience, fairness, and promptness in the evaluation and discussion of student work,
- b. sensitivity and responsiveness to the needs of individual students and their special circumstances where appropriate,
- c. maintenance of contractual obligations to regular and timely office hours, and
- d. sensitivity to the diverse ways students learn, sensitivity to the diverse cultural backgrounds of students, and the incorporation of diversity into curriculum where appropriate.

3. Professional Growth

Through self-evaluation faculty members shall demonstrate continued professional growth by:

- a. continued participation in self-initiated professional activities such as course work, attendance at workshops, seminars, professional meetings,
- b. active participation in collegial governance and campus life,
- c. participation in publications, conference presentations, artistic exhibits/performances, classroom research, development of new curriculum, and community involvement specific to academic area,
- d. participation in effective flex activities, and
- e. other appropriate activities.

II. Process

A. Notification

1. According to the timelines described in Article 11 of the Faculty Association agreement, at the beginning of the academic year the Personnel Office will forward a written notice to the Vice President, Academic Affairs and Student Services, indicating those full-time faculty due to be evaluated that year. A copy of that notice will be forwarded to the full-time faculty to be evaluated and to the Academic Senate President.
2. Each quarter the Personnel Office will forward a list to the Deans of adjunct faculty teaching that quarter, noting whether they are new or returning, and the last evaluation date for returning adjuncts. From this list the Deans will identify those adjunct faculty due to be

evaluated that quarter and the adjunct faculty evaluation process as outlined in section C.2. will proceed.

B. Evaluation Team for Full-time Faculty

1. The Vice President, Academic Affairs and Student Services will establish faculty evaluation teams in consultation with the Academic Senate President.
2. Evaluation teams will be composed of a peer evaluator, the supervising administrator, and the faculty member to be evaluated. When possible, the peer evaluator will be from the discipline of the faculty member to be evaluated or a related area and may be an adjunct faculty member. An appropriate professional in the field may be asked to assist the team and provide technical expertise when necessary.
3. The faculty member being evaluated may request through the team administrator that the peer evaluator be replaced with someone of his/her choice, providing the individual is willing to participate and has approval of the administrator. Where differences exist, the Vice President, Academic Affairs and Student Services will decide in consultation with Academic Senate President.
4. A list of evaluation team members will be sent to the Academic Senate President and other appropriate individuals using Form A: *Faculty Evaluation Teams* and Form B: *Notice of Evaluation*.

C. Evaluation Components

1. Comprehensive Evaluation Process for Full-time Faculty

Tenure track faculty will undergo the Comprehensive Evaluation Process during each year of the four-year tenure process. Tenured faculty will be evaluated once every three academic years, alternating between the Comprehensive Evaluation Process and the Focused Evaluation Process. For tenured faculty, the Comprehensive Evaluation Process will be conducted in lieu of the Focused Evaluation Process if the supervising Dean and the Vice President, Academic Affairs and Student Services both agree it is warranted.

a. Pre-observation Meeting

- (1) The peer evaluator, administrator, and faculty member will meet to review the evaluation procedures and timelines, discuss materials needed from the faculty member and their due date, and select classes to be observed.
- (2) Materials to be prepared/completed by the faculty member and submitted to the peer evaluator and the administrator by the due date noted above include:
 - (a) written self-assessment and objectives - following the format of Form C1: *Comprehensive Evaluation: Self-Assessment and Objectives*,
 - (b) syllabi, course outlines, and tests/exams/quizzes from classes to be observed (materials from other courses may be provided if the faculty member so chooses), and

(c) supplemental materials as appropriate.

b. Classroom Observations

- (1) The peer evaluator and the administrator will each observe at least one of the instructor's classes. The classes to be visited will be mutually agreed upon by the team at the time of the pre-observation meeting.
- (2) For each class visited, the peer evaluator and administrator will each document the observation using the criteria contained in Form F1: *Comprehensive Evaluation: Evaluation Summary* as a guide.
- (3) The peer evaluator and the administrator will arrange with the faculty member to conduct a brief discussion (not to exceed 15 minutes) with the class as a whole. The faculty member being evaluated may request that both team members (i.e., the peer evaluator and the administrator) be present during this part of the evaluation process.

(a) This classroom discussion will be conducted around the following topics:

- satisfaction with the course
- satisfaction with the instruction they are receiving
- satisfaction with the college in general

c. Student Evaluations

- (1) Each regular (tenured) full-time faculty member will administer a student evaluation instrument in at least one class per quarter. The Instruction Office will develop procedures to implement this quarterly student evaluation process. Faculty who wish to conduct student evaluations in more than one class in a given quarter may do so by arranging with the Instruction Office. The evaluation summaries will be reviewed by the appropriate Dean, shared with the instructor, and filed for review during the formal evaluation.
- (2) Each full-time faculty member will administer student evaluations in all classes taught during the quarter that the faculty member is being evaluated. Results will then be compiled, reviewed, and summarized.
- (3) During the probationary period, each contract (tenure-track) full-time faculty member will administer student evaluations in all classes each quarter.

d. Evaluation Write-Up

- (1) Following the classroom observations, the peer evaluator and administrator will meet to review and discuss:
 - (a) faculty member's written self-assessment and objectives,
 - (b) class materials (syllabi, course outlines, tests/exams/quizzes, supplemental materials),

- (c) student evaluations from current and past quarters, and
 - (d) classroom observations.
- (2) The peer evaluator and administrator will jointly complete Form G1: *Comprehensive Evaluation: Review of Class Materials and Self-Assessment/Objectives*.
 - (3) The peer evaluator and administrator will jointly complete Form F1: *Comprehensive Evaluation: Evaluation Summary*.
 - (4) The peer evaluator and administrator will jointly complete Form E: *Certification of Completion/Recommendation*.
- e. Summary Meeting
- (1) Following completion of the evaluation write-up, the peer evaluator, administrator, and faculty member will meet a final time to review and discuss:
 - (a) classroom observations, student evaluations, self-assessment and objectives, and the completed Forms G1 and F1 and
 - (b) the narrative attached to Form F noting commendations, overall assessment of performance, recommended performance enhancements, and the level of accomplishment of previous recommendations and objectives.
 - (2) During the summary meeting, the peer evaluator and administrator will review Form E: *Certification of Completion/Recommendation* with the faculty member.
 - (a) If the final recommendation by the peer evaluation and administrator is a **Needs Improvement** performance evaluation on Form E, then a remediation plan addressing noted deficiencies and areas needing improvement will be developed by the entire team and attached to the evaluation packet. The peer evaluator may choose not to continue with the evaluation process at this point. In that case, the process will continue with the remaining team member(s). The date of the next evaluation will be set by the evaluation team.
 - (b) If the final recommendation by the peer evaluator and administrator is an **Unsatisfactory** performance evaluation on Form E, then a remediation plan addressing noted deficiencies and areas needing improvement will be developed by the entire team and attached to the evaluation packet. The peer evaluator may choose not to continue with the evaluation process at this point. In that case, the process will continue with the remaining team member(s). The date of the next evaluation will be set by the evaluation team.
 - (c) An **Unsatisfactory** performance evaluation will result in a recommendation that the faculty member not be eligible for a step increase until a subsequent evaluation results in a finding of **Satisfactory** or **Needs Improvement**.

- (d) A **Needs Improvement** or **Unsatisfactory** performance evaluation on the most recent evaluation will result in the faculty member's subsequent Professional Development Leave plan being developed jointly with the supervising administrator using the remediation plan as a guide.
- (e) All evaluation team members will sign Form E. Faculty signature indicates an awareness of the evaluation report only. The person being evaluated is not required to agree or disagree with the recommendations. the faculty member may, at his or her discretion, attach written comments as indicated on Form E.
- (f) If the peer evaluator does not agree with portions of the evaluation, he/she may submit to the administrator a written statement indicating areas of disagreement which will be attached to the evaluation report and which will be available to the evaluated faculty member.
- (g) If the peer evaluator and administrator do not agree on the final recommendation, then the evaluation documents will be reviewed by the Vice President, Academic Affairs and Student Services for final resolution.

f. Record Keeping

- (1) The following will be submitted as a permanent evaluation record for inclusion in the faculty member's personnel file:
 - (a) written self-assessment/objectives,
 - (b) Form E: *Certification of Completion/Recommendation*,
 - (c) summary of student evaluations,
 - (d) Form F1: *Comprehensive Evaluation: Evaluation Summary*, and
 - (e) Form G1: *Comprehensive Evaluation: Review of Class Materials and Self-Assessment/Objectives*
- (2) Recommendations and evaluation materials will be forwarded to the Vice President, Academic Affairs and Student Services for review and signature before submission to the Personnel Office.

2. Focused Evaluation Process for Full-time Faculty

Tenured faculty will be evaluated once every three academic years, alternating between the Comprehensive Evaluation Process and the Focused Evaluation Process. For tenured faculty, the Comprehensive Evaluation Process will be conducted in lieu of the Focused Evaluation Process if the supervising Dean and the Vice President, Academic Affairs and Student Services both agree it is warranted.

a. Pre-observation Meeting

- (1) The peer evaluator, administrator, and faculty member will meet to review the evaluation procedures and timelines, discuss materials needed from the faculty member and their due dates, and select classes to be observed.
- (2) Materials to be prepared/completed by the faculty member and submitted to the peer evaluator and the administrator by the due date noted above include:
 - (a) written self-assessment and objectives—following the format of Form C2: *Focused Evaluation: Self-Assessment and Objectives*,
 - (b) syllabi, course outlines, and tests/exams/quizzes from one class selected by the evaluation team (materials from other courses may be provided if the faculty member so chooses, and
 - (c) supplemental materials as appropriate.

b. Classroom Observations

- (1) The peer evaluator and the administrator will each observe at least one of the instructor's classes. The classes to be visited will be mutually agreed upon by the team at the time of the pre-observation meeting.
- (2) For each class visited, the peer evaluator and administrator will each document the observation using the criteria contained in Form F2: *Focused Evaluation: Evaluation Summary* as a guide.
- (3) The peer evaluator and the administrator will arrange with the faculty member to conduct a brief discussion (not to exceed 15 minutes) with the class as a whole. The faculty member being evaluated may request that both team members (i.e., the peer evaluator and the administrator) be present during this part of the evaluation process.
 - (a) This classroom discussion will be conducted around the following topics:
 - Satisfaction with the course
 - Satisfaction with the instruction they are receiving
 - Satisfaction with the college in general

c. Student Evaluations

- (1) Each regular (tenured) full-time faculty member will administer a student evaluation instrument in at least one class per quarter. The Instruction Office will develop procedures to implement this quarterly student evaluation process. Faculty who wish to conduct student evaluations in more than one class in a given quarter may do so by arranging with the Instruction Office. The evaluation summaries will be reviewed by the appropriate Dean, shared with the instructor, and filed for review during the formal evaluation.
- (2) Each full-time faculty member will administer student evaluations in all classes taught during the quarter that the faculty member is being evaluated. Results will then be compiled, reviewed, and summarized.

d. Evaluation Write-Up

- (1) Following the classroom observations, the peer evaluator and administrator will meet to review and discuss:
 - (a) faculty member's written self-assessment and objectives,
 - (b) class materials (syllabi, course outlines, tests/exams/quizzes, supplemental materials),
 - (c) student evaluations from current and past quarters, and
 - (d) classroom observations.
- (2) The peer evaluator and administrator will jointly complete Forms G2: *Focused Evaluation: Review of Class Materials and Self-Assessment/Objectives*.
- (3) The peer evaluator and administrator will jointly complete Form F2: *Focused Evaluation: Evaluation Summary*.
- (4) The peer evaluator and administrator will jointly complete Form E: *Certification of Completion/Recommendation*.

e. Summary Meeting

- (1) Following completion of the evaluation write-up, the peer evaluator, administrator, and faculty member will meet a final time to review and discuss:
 - (a) classroom observations, student evaluations, self-assessment and objectives, and the completed Forms G2 and F2 and
 - (b) the narrative attached to Form F2 noting commendations, overall assessment of performance, recommended performance enhancements, and the level of accomplishment of previous recommendations and objectives.
- (2) During the summary meeting, the peer evaluator and administrator will review Form E: *Certification of Completion/Recommendation* with the faculty member.
 - (a) If the final recommendation by the peer evaluator and administrator is a **Needs Improvement** performance evaluation on Form #E, then a remediation plan addressing noted deficiencies and areas needing improvement will be developed by the entire team and attached to the evaluation packet. The peer evaluator may choose not to continue with the evaluation process at this point. In that case, the process will continue with the remaining team member(s). The date of the next evaluation will be set by the evaluation team.
 - (b) If the final recommendation by the peer evaluator and administrator is an **Unsatisfactory** performance evaluation on Form #G, then a remediation plan addressing noted deficiencies and areas needing improvement will be developed

by the entire team and attached to the evaluation packet. The peer evaluator may choose not to continue with the evaluation process at this point. In that case, the process will continue with the remaining team member(s). The date of the next evaluation will be set by the evaluation team.

- (c) An **Unsatisfactory** performance evaluation will result in a recommendation that the faculty member not be eligible for a step increase until a subsequent evaluation results in a finding of **Satisfactory** or **Needs Improvement**.
- (d) A **Needs Improvement** or **Unsatisfactory** performance evaluation on the most recent evaluation will result in the faculty member's subsequent Professional Development Leave plan being developed jointly with the supervising administrator using the remediation plan as a guide.
- (e) All evaluation team members will sign Form E. Faculty signature indicates an awareness of the evaluation report only. The person being evaluated is not required to agree or disagree with the recommendations. The faculty member may, at his or her discretion, attach written comments as indicated on Form E.
- (f) If the peer evaluator does not agree with portions of the evaluation, he/she may submit to the administrator a written statement indicating areas of disagreement which will be attached to the evaluation report and which will be available to the evaluated faculty member.
- (g) If the peer evaluator and administrator do not agree on the final recommendation, then the evaluation documents will be reviewed by the Vice President, Academic Affairs and Student Services for final resolution.

f. Record Keeping

- (1) The following will be submitted as a permanent evaluation record for inclusion in the faculty member's personnel file:
 - (a) written self-assessment/objectives,
 - (b) Form E: *Certification of Completion/Recommendation*,
 - (c) summary of student evaluations,
 - (d) Form F2: *Focused Evaluation: Evaluation Summary*, and
 - (e) Form G2: *Focused Evaluation: Review of Class Materials and Self-Assessment/Objectives*
- (2) Recommendations and evaluation materials will be forwarded to the Vice President, Academic Affairs and Student Services for review and signature before submission to the Human Resources Office

3. Adjunct Faculty Evaluation Process

- a. The components of the evaluation process for adjunct faculty include:
 - (1) classroom visitation by an administrator,
 - (2) student evaluations, and
 - (3) follow-up conference with the administrator at which time a summary of the evaluation will be presented and reviewed.
- b. Each quarter the Deans' administrative secretary will work with the Deans to determine the assignment of adjunct faculty evaluations among the administrators. Notice will be provided to the administrator indicating the adjunct faculty member(s) to be evaluated with class dates and times.
- c. The administrator's assistant will then arrange a date and time for the classroom visit. The administrator may also choose to conduct a pre-observation meeting where he/she will review with the adjunct faculty member the various aspects of the evaluation process.
- d. Student evaluation forms will be distributed to all classes taught by the adjunct faculty member in the quarter of the evaluation process. Additionally, student evaluations will be administered in at least one class each quarter the adjunct faculty member teaches. The evaluation summaries will be reviewed by the appropriate Dean, shared with the instructor, and filed for review during the formal evaluation.
- e. Classroom Observation(s)
 - (1) The administrator will observe at least one of the adjunct faculty member's classes.
 - (2) The administrator will arrange with the faculty member to conduct a brief discussion (not to exceed 15 minutes) with the class as a whole. This classroom discussion will be conducted around the following topics:
 - satisfaction with the course
 - satisfaction with the instruction they are receiving
 - satisfaction with the college in general
 - (3) Following the observation(s), the administrator will complete Form H: *Evaluation Summary: Adjunct Faculty* and include under the comments section:
 - overall assessment of performance
 - commendations
 - recommended performance enhancements
 - summary of student evaluations
- f. After the classroom visit, the administrator will meet with the adjunct faculty member to discuss the observation and review the evaluation summary. This follow-up meeting will allow for discussion between the evaluator and faculty member and will provide time for suggestions and insights into the class and the results of the observation.

Discussion should include a review of handout materials, class observation, and student evaluations.

- g. When Form H has been reviewed and signed, all evaluation paperwork (including Form H, instructor's syllabus, and student evaluation summary) will be forwarded to the Vice President, Academic Affairs and Student Services for review. The evaluation documents will then be submitted to the Personnel Office for inclusion in the adjunct faculty member's personnel file.
- h. The adjunct faculty member will receive a copy of all completed evaluation documents.

4. Counselor/Librarian/Director Comprehensive Evaluation Process

- a. Tenure track faculty will undergo the Comprehensive Evaluation Process during each year of the four-year tenure process. Tenured faculty will be evaluated once every three academic years, alternating between the Comprehensive Evaluation Process and the Focused Evaluation Process. For tenured faculty, the Comprehensive Evaluation Process will be conducted in lieu of the Focused Evaluation Process if the supervising Dean and the vice President, Academic Affairs and Student Services both agree it is warranted.

b. Pre-evaluation Meeting

- (1) The peer evaluator, administrator and counselor, librarian, or director will meet to review the evaluation procedures and timelines, discuss materials needed from the evaluatee and their due date, and schedule observation/interview/survey dates and times.
- (2) Materials to be prepared/completed by the counselor, librarian, or director and submitted to the peer evaluator and administrator by the due date noted above include:
 - (a) written self-assessment and objectives - following the format of Form C1: *Comprehensive Evaluation: Self-Assessment and Objectives* including the extent to which past objectives for improving professional performance have been met and providing an indication of new objectives to be accomplished before the next evaluation.
 - (b) appropriate written materials developed by the counselor, librarian, or director including handbooks, policies, and related documents.

c. Interviews and Observations

- (1) The administrator will, and the peer evaluator may, conduct an interview with the counselor, librarian, or director to review the written self-assessment and to clarify objectives as they relate to individual and departmental goals.
- (2) Counselors and Directors (as appropriate):

Pending student agreement, the administrator and peer evaluator will separately observe counseling/student appointments for a period of time between one (1) and two (2) hours.

d. Student Evaluations and Surveys

- (1) Student evaluations will be conducted for counselors, librarians, and directors using a random sample of students served.
- (2) Staff and the public served may be surveyed for additional evaluation information.
- (3) Results of these evaluations will be incorporated into the written narrative as outlined below.
- (4) The evaluation team is responsible for the development of the survey instruments and the processes and procedures for carrying out the survey and/or student evaluations.

e. Evaluation Write-Up

- (1) Following completion of the interviews and applicable surveys, the peer evaluator and administrator will meet to review and discuss:
 - (a) written self-assessment and objectives,
 - (b) level of accomplishment of previous recommendations and objectives,
 - (c) written materials and documents submitted,
 - (d) student/staff/public survey results,
 - (e) overall performance assessment, and
 - (f) recommendations regarding performance enhancements.
- (2) The peer evaluator and administrator will jointly develop a written narrative to encompass (a)-(f) above.
- (3) The peer evaluator and administrator will jointly complete Form E: *Certification of Completion/Recommendation*.

f. Summary Meeting

- (1) Following completion of the evaluation write-up, the peer evaluator, administrator, and counselor, librarian, or director will meet a final time to review and discuss:
 - (a) interview results, student/staff/public survey results, self-assessment and objectives, materials and documents submitted, and the written narrative and

(b) the recommendation contained in Form E: *Certification of Completion/Recommendation*.

(2) The following items pertain to the evaluation and recommendations contained in Form E: *Certification of Completion/Recommendation*.

(a) If the final recommendation by the peer evaluator and administrator is a **Needs Improvement** performance evaluation on Form E, then a remediation plan addressing noted deficiencies and areas needing improvement will be developed by the entire team and attached to the evaluation packet. The date of the next evaluation will be set by the evaluation team.

(b) If the final recommendation by the peer evaluator and administrator is an **Unsatisfactory** performance evaluation on Form G, then a remediation plan addressing noted deficiencies and areas needing improvement will be developed by the entire team and attached to the evaluation packet. The date of the next evaluation will be set by the evaluation team.

(c) An **Unsatisfactory** performance evaluation will result in a recommendation that the faculty member not be eligible for a step increase until a subsequent evaluation results in a finding of **Satisfactory** or **Needs Improvement**.

(d) An **Unsatisfactory** performance evaluation on the most recent evaluation will result in the faculty member's subsequent Professional Development Leave plan being developed jointly with the supervising administrator using the remediation plan as a guide.

(e) All evaluation team members will sign Form E. Faculty signature indicates an awareness of the evaluation report only. The person being evaluated is not required to agree or disagree with the recommendations. The faculty member may, at his or her discretion, attach written comments as indicated on Form E.

(f) If the peer evaluator does not agree with portions of the evaluation, he/she may submit to the administrator a written statement indicating areas of disagreement which will be attached to the evaluation report and which will be available to the evaluated faculty member.

(g) If the peer evaluator and administrator do not agree on the final recommendation, then the evaluation documents will be reviewed by the Vice President, Academic Affairs and Student Services for final resolution.

g. Record Keeping

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

(a) written self-assessment/objectives,

(b) written narrative developed by the peer evaluator and administrator,

- (c) summary of student/staff/public survey results, and
- (d) Form E: *Certification of Completion/Recommendation*.

(2) Recommendations and evaluation materials will be forwarded to the Vice President, Academic Affairs and Student Services for review and signature before submission to the Human Resources Office.

5. Counselor/Librarian/Director Focused Evaluation Process

- a. Tenured faculty will be evaluated once every three academic years, alternating between the Comprehensive Evaluation Process and the Focused Evaluation Process. For tenured faculty, the Comprehensive Evaluation Process will be conducted in lieu of the Focused Evaluation Process if the supervising Dean and the Vice President, Academic Affairs and Student Services both agree it is warranted.
- b. Pre-evaluation Meeting
 - (1) The peer evaluator, administrator and counselor, librarian, or director will meet to review the evaluation procedures and timelines, discuss materials needed from the evaluate and their due date, schedule observation/interview/survey dates and times.
 - (2) Materials to be prepared/completed by the counselor, librarian, or director and submitted to the peer evaluator and administrator by the due date noted above include:
 - (a) written self-assessment and objectives—following the format of Form C2: *Focused Evaluation: Self-Assessment and Objectives*.
 - (b) appropriate written materials developed by the counselor, librarian, or director including handbooks, policies, and related documents.
- c. Interviews and Observations
 - (1) The administrator will, and the peer evaluator may, conduct an interview with the counselor, librarian, or director to review the written self-assessment and to clarify objectives as they relate to individual and departmental goals.
 - (2) Counselors and Directors (as appropriate):
- d. Student Evaluations and Surveys
 - (1) Student evaluations will be conducted for counselors, librarians, and directors using a random sample of students serviced.
 - (2) Staff and the public served may be surveyed for additional evaluation information.

- (3) Results of these evaluations will be incorporated into the written narrative as outlined below.
 - (4) The evaluation team is responsible for the development of the survey instruments and the processes and procedures for carrying out the survey and/or student evaluations.
- e. Evaluation Write-Up
- (1) Following completion of the interviews and applicable surveys, the peer evaluator and administrator will meet to review and discuss:
 - (a) written self-assessment and objectives,
 - (b) level of accomplishment of previous recommendations and objectives,
 - (c) written materials and documents submitted,
 - (d) student/staff/public survey results,
 - (e) overall performance assessment, and
 - (f) recommendations regarding performance enhancements.
 - (2) The peer evaluator and administrator will jointly complete form F2: *Focused Evaluation: Evaluation Summary*.
 - (3) The peer evaluator and administrator will jointly complete Form E: *Certification of Completion/Recommendation*.
- f. Summary Meeting
- (1) Following completion of the evaluation write-up, the peer evaluator, administrator, and counselor, librarian, or director will meet a final time to review and discuss:
 - (a) interview results, student/staff/public survey results, self-assessment and objectives, materials and documents submitted, and the written narrative and
 - (b) the recommendation contained in Form E: *Certification of Completion/Recommendation*.
 - (2) The following items pertain to the evaluation and recommendations contained in Form E: *Certification of Completion/Recommendation*.
 - (a) If the final recommendation by the peer evaluator and administrator is a **Needs Improvement** performance evaluation on Form E, then a remediation plan addressing noted deficiencies and areas needing improvement will be developed by the entire team and attached to the evaluation packet. The date of the next evaluation will be set by the evaluation team.

- (b) If the final recommendation by the peer evaluator and administrator is an **Unsatisfactory** performance evaluation on Form G, then a remediation plan addressing noted deficiencies and areas needing improvement will be developed by the entire team and attached to the evaluation packet. The date of the next evaluation will be set by the evaluation team.
- (c) An **Unsatisfactory** performance evaluation will result in a recommendation that the faculty member not be eligible for a step increase until a subsequent evaluation results in a finding of **Satisfactory** or **Needs Improvement**.
- (d) An **Unsatisfactory** performance evaluation on the most recent evaluation will result in the faculty member's subsequent Professional Development Leave plan being developed jointly with the supervising administrator using the remediation plan as a guide.
- (e) All evaluation team members will sign Form E. Faculty signature indicates an awareness of the evaluation report only. The person being evaluated is not required to agree or disagree with the recommendations. The faculty member may, at his or her discretion, attach written comments as indicated on Form E.
- (f) If the peer evaluator does not agree with portions of the evaluation, he/she may submit to the administrator a written statement indicating areas of disagreement which will be attached to the evaluation report and which will be available to the evaluated faculty member.
- (g) If the peer evaluator and administrator do not agree on the final recommendation, then the evaluation documents will be reviewed by the Vice President, Academic Affairs and Student Services for final resolution.

g. Record Keeping

- (1) The following will be submitted as a permanent evaluation record for inclusion in the faculty member's personnel file:
 - (a) written self-assessment/objectives,
 - (b) written narrative developed by the peer evaluator and administrator,
 - (c) summary of student/staff/public survey results, and
 - (d) Form E: *Certification of Completion/Recommendation*.
- (2) Recommendation and evaluation materials will be forwarded to the Vice President, Academic Affairs and Student Services for review and signature before submission to the Human Resources Office.

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LAKE TAHOE COMMUNITY COLLEGE

FULL-TIME FACULTY
NOTICE OF EVALUATION

Faculty Member _____ Date of Notification: _____

This is to notify you that during the month of _____, you will begin the evaluation process. This process includes a pre-observation conference with members of your evaluation team per the attached list. You will be notified of the date and time for the pre-observation meeting. Please prepare for it by reviewing the booklet on evaluation; please bring the booklet and any questions you might have to the meeting.

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LAKE TAHOE COMMUNITY COLLEGE
COMPREHENSIVE EVALUATION PROCESS
TENURE REVIEW AND TENURED FACULTY EVALUATION

SELF-ASSESSMENT AND OBJECTIVES

1. *Philosophy*

- A. Discuss your philosophy of instruction, counseling, librarianship, or directorship and
- B. Describe the methodologies you use to implement your philosophy.

2. *Effects on Students/Contributions to Student Learning*

Describe the effects which you believe your instruction, counseling, librarianship, directorship has on students and on student learning.

3. *Efforts undertaken since your last evaluation to improve professional competence, contribute to the profession/discipline, and contribute to the college, where applicable*

- A. Improvement of professional competence (for example, classes taken, conferences, workshops, seminars, site visits, trainings).
- B. Contribution to the profession/discipline (for example, positions held, honors earned, publications, performances given, exhibits presented, conference presenter, educational materials or curriculum developed, educational methods improved).
- C. Contributions to the college (for example, serving on committees, holding leadership positions).

4. *Professional goals*

List the professional goals you have for your next evaluation period. How might the District facilitate these plans?

5. *Provide a written evaluation/assessment of the level/degree to which you:*

- A. Addressed the recommendations (if any) contained in your last evaluation; and
- B. Achieved the professional goals you established in your last evaluation.

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LAKE TAHOE COMMUNITY COLLEGE

**FOCUSED EVALUATION PROCESS
TENURE REVIEW AND TENURED FACULTY EVALUATION**

SELF-ASSESSMENT AND OBJECTIVES

1. Efforts undertaken since your last evaluation to improve professional competence, contribute to the profession/discipline, and contribute to the college, where applicable.

- A. Improvement of professional competence (for example, classes taken, conferences, workshops, seminars, site visits, trainings).
- B. Contribution to the profession/discipline (for example, positions held, honors earned, publications, performances given, exhibits presented, conference presenter, educational materials or curriculum developed, educational methods improved).
- C. Contributions to the college (for example, serving on committees, holding leadership positions).

2. Professional goals

List the professional goals you have for your next evaluation period. How might the District facilitate these plans?

3. Provide a written evaluation/assessment of the level/degree to which you:

- A. Addressed the recommendations (if any) contained in your last evaluation; and
- B. Achieved the professional goals you established in your last evaluation.

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**LAKE TAHOE COMMUNITY COLLEGE
COURSE EVALUATION**

Thoughtful student reaction can help improve teaching effectiveness. This questionnaire is designed for that purpose. Your assistance is appreciated.

PLEASE DO NOT SIGN YOUR NAME

INSTRUCTIONS:

- (1) Use Side 1 of the computerized answer sheet.
- (2) In the box marked Student ID, enter the 3-digit course code provided by your instructor, starting from the left-hand side.
- (3) For each of the 11 statements below, indicate the level at which you would agree or disagree by filling in the appropriate bubble, using the following key:
 - A = Strongly Agree
 - B = Agree
 - C = Disagree
 - D = Strongly Disagree
 - E = Not Applicable
- (4) Please use a No. 2 pencil.

- 1. The instructor communicates and maintains course structure, goals and expectations..
- 2. The instructor presents course material clearly and effectively.
- 3. The instructor is knowledgeable and up-to-date in the subject.
- 4. The instructor's teaching style keeps me actively involved and interested.
- 5. The instructor demonstrates enthusiasm in teaching the course.
- 6. The instructor is approachable and responsive to student needs.
- 7. The course environment is appropriate and effective for learning (this includes outdoor and online environments and any equipment associated with the course).
- 8. The instructor is available outside of class time..
- 9. I feel free to raise questions..
- 10. I feel that my opinions are valued and respected.
- 11. I feel I am being kept up-to-date on my progress in the class.

O V E R

Please answer the following:

The best thing about this course/instruction is:

If there was one thing I could change about this course/instruction, it would be:

Please use the space below to give feedback that will be helpful in evaluating this and its instruction.

FORM E

LAKE TAHOE COMMUNITY COLLEGE TENURE REVIEW AND TENURED FACULTY EVALUATION

CERTIFICATION OF COMPLETION/RECOMMENDATION

This is to certify that the required procedures have been completed for the following faculty member:

Faculty member _____ Academic Year _____ Date _____

Current Contract Status _____

Completed

Written Self-Assessment/Objectives (all full-time faculty) _____

Form G: *Review of Class Materials and Self-Assessment/Objectives*
by Evaluation Team (all teaching faculty) _____

Classroom Visit or Interview by Administrator (all full-time faculty) _____

Classroom Visit or Interview by Peer (all full-time faculty) _____

Student Evaluations and/or Staff/Public Surveys (all full-time faculty) _____

Form F, *Evaluation Summary* (all teaching faculty)
or Written Narrative (Counselors, Librarian, Directors) _____

Copies of each provided to faculty member _____

EVALUATION AND RECOMMENDATIONS:

- Satisfactory.
Next regularly scheduled evaluation during Academic Year _____
- Needs Improvement.
Remediation Plan Attached.
Next evaluation to be conducted: _____
- Unsatisfactory.
Remediation Plan Attached.
Not recommended for Step Increase.
Next evaluation to be conducted: _____

Signature: Administrator

Signature: Peer Evaluator

Signature: Faculty Member

Signature: Vice President, Academic Affairs & Student Services

Signature of evaluatee indicates awareness of this report only.
I wish to exercise my option to comment regarding any portion of the evaluation
report (attach separate page). Yes _____ No _____

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LAKE TAHOE COMMUNITY COLLEGE

**COMPREHENSIVE EVALUATION PROCESS
TENURE REVIEW AND TENURED FACULTY EVALUATION**

EVALUATION SUMMARY

Faculty Member _____ Quarter/Year _____
 Discipline _____ Current Contract Status _____
 Courses _____ Date of Visitations _____

Evaluation Team Members:

Administrator _____ Peer _____

E = Excellent
AA = Above Average
A = Average

I = Improvement Needed
U = Unsatisfactory

| | E | AA | A | I | U |
|--|----------|-----------|----------|----------|----------|
| 1. Summary of Classroom Visitations | | | | | |
| a. Clarity of speech | () | () | () | () | () |
| b. Class presentations planned and organized | () | () | () | () | () |
| c. Knowledge of subject area | () | () | () | () | () |
| d. Critical thinking and analysis encouraged of students | () | () | () | () | () |
| e. Rapport with students | () | () | () | () | () |
| f. Overall assessment of classroom visitations | () | () | () | () | () |
| g. Lesson objectives made clear | () | () | () | () | () |

2. Narrative (attached to this form)

To include:

- Overall assessment of performance
- Commendations - strengths/accomplishments
- Recommended performance enhancements - areas for improvement
- Review of the level of accomplishment of previous recommendations and objectives
- Summary of student evaluations

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LAKE TAHOE COMMUNITY COLLEGE

**FOCUSED EVALUATION PROCESS
TENURE REVIEW AND TENURED FACULTY EVALUATION**

EVALUATION SUMMARY

Faculty Member _____ Quarter/Year _____
Discipline _____ Current Contract Status _____
Courses _____ Date of Visitations _____

Evaluation Team Members:

Administrator _____ Peer _____

Provide a narrative which includes the following:

- Overall assessment of performance
- Commendations—strengths/accomplishments
- Recommended performance enhancements—areas for improvement
- Review of the level of accomplishment of previous recommendations and objectives
- Summary of student evaluations

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LAKE TAHOE COMMUNITY COLLEGE
COMPREHENSIVE EVALUATION PROCESS
TENURE REVIEW AND TENURED FACULTY EVALUATION

REVIEW OF COURSE MATERIALS, DEPARTMENTAL ROLE AND SELF-ASSESSMENT/OBJECTIVES

Faculty Member _____ Date _____

Evaluation Team Members: Peer _____
Administrator _____

- 1. SYLLABUS** (list course titles):
- | | Syllabus Available | |
|-----------|--------------------|----------|
| (1) _____ | Yes _____ | No _____ |
| (2) _____ | Yes _____ | No _____ |
| (3) _____ | Yes _____ | No _____ |
| (4) _____ | Yes _____ | No _____ |
- Comments:

- 2. TEST/EXAMS/QUIZZES**
Comments:

O V E R

(OVER)

3. SUPPLEMENTAL MATERIALS (handouts AV, etc.)

Comments:

4. DEPARTMENTAL ROLE:

Comments:

5. SELF-ASSESSMENT AND OBJECTIVES

Comments:

LAKE TAHOE COMMUNITY COLLEGE

**FOCUSED EVALUATION PROCESS
TENURE REVIEW AND TENURED FACULTY EVALUATION**

REVIEW OF COURSE MATERIALS, DEPARTMENTAL ROLE AND SELF-ASSESSMENT/OBJECTIVES

Faculty Member _____ Date _____

Evaluation Team Members: Peer _____
Administrator _____

Provide a brief narrative which includes the following:

- comments on course syllabi, tests/exams/quizzes, supplemental materials as necessary
- comments on departmental role
- comments on self-assessment and objectives

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FORM H

LAKE TAHOE COMMUNITY COLLEGE

EVALUATION SUMMARY
ADJUNCT FACULTY

Faculty Member: _____ Visit Date(s): _____

Class(es): _____ Evaluator: _____

Table with 6 columns: Item, Most Definitely, 2, 3, 4, Definitely Not. Rows include classroom visitation items (a-k) and a narrative section.

2. NARRATIVE (attached to this form)

To include:

- Overall assessment of performance
• Commendations - strengths/accomplishments
• Recommended performance enhancements - areas for improvement
• Summary of student evaluations

Signature: Adjunct Faculty Member

Signature: Evaluator

Signature of evaluatee indicates awareness of this report only.

I wish to exercise my option to comment regarding any portion of this evaluation report (attach separate page). Yes _____ No _____

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LAKE TAHOE COMMUNITY COLLEGE
NON-CREDIT ENGLISH-AS-A-SECOND LANGUAGE
COURSE AND TEACHER EVALUATION

Instructor's Name _____
 Course _____
 Quarter _____

Circle one for each question

| | Strongly Agree | Agree | Somewhat Agree | Disagree | Strongly Disagree |
|--|-------------------|-------|-------------------|----------|----------------------|
| 1. The class is creative and interesting. | 1 | 2 | 3 | 4 | 5 |
| 2. The instructor is patient and supportive | 1 | 2 | 3 | 4 | 5 |
| 3. The instructor does not go too fast and the information is at my level | 1 | 2 | 3 | 4 | 5 |
| 4. The activities in class are enjoyable | 1 | 2 | 3 | 4 | 5 |
| 5. I feel free to ask questions and participate | 1 | 2 | 3 | 4 | 5 |
| 6. The course is helping me with my work and in my daily life | 1 | 2 | 3 | 4 | 5 |
| 7. The instructor is enthusiastic and involved in class | 1 | 2 | 3 | 4 | 5 |
| 8. The instructor comes to class prepared | 1 | 2 | 3 | 4 | 5 |
| 9. The instructor starts class on time and holds it for the full period | 1 | 2 | 3 | 4 | 5 |
| 10. Non-credit ESL classes are offered at the most convenient times for me | 1 | 2 | 3 | 4 | 5 |
| 11. I am satisfied with the class locations | 1 | 2 | 3 | 4 | 5 |
| Comments: | | | | | |

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APPENDIX 6

LAKE TAHOE COMMUNITY COLLEGE DISTRICT

DEFINITIONS

D.1. Full-Time Faculty Member

A community college faculty member is any non-administrative academic employee who is required to meet the minimum qualifications for hire as established in *Education Code* section 87356 or whom is determined by the governing Board to possess qualifications that are at least equivalent to the minimum qualifications as authorized in *Education Code* section 87359.

Full-time instructors are those who serve on at least 75% of the school days in the college year and perform an assignment more than 60% of that considered to be full-time, or who are employed to serve more than 75% of the cumulative hours that would have been served in a college year by a person serving full-time in a similar position.

D.2. Continuous full-time employment

A faculty member who meets the definition of full-time employment and has no break in service during a period of time is considered to be in continuous full-time employment. A break in service is when a faculty member is not employed by the district. Approved leaves are not a break in service.

D.3. English Composition Classes

English Composition classes are listed below:

ENG 101
ENG 102
ENG 103
ENG 151W
ENG 152
ENG 211

D.4. Instructional Skills Workshops

Instructional Skills Workshops are staff development activities entitled Instructional Skills Workshops and consist of 24 hours of activities.

D.5. Advanced Teaching Workshops

Advanced Teaching Workshops are staff development activities entitled Advanced Teaching Workshops and are directed at adjunct faculty who have completed Instructional Skills Workshops. They consist of eight (8) to ten (10) hours of activities.

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