



AGREEMENT BETWEEN THE
LAKE TAHOE COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

AND THE

LAKE TAHOE COMMUNITY COLLEGE
FACULTY ASSOCIATION
CCA/CTA/NEA

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ARTICLE 1 – RECOGNITION

- 1.1 The district confirms its recognition of the Lake Tahoe Community College Faculty Association/CCA/CTA/NEA as the exclusive representative of the Faculty for representation in the collective bargaining process in matters of employment. All newly created or modified positions, except those that are Classified, Management, Confidential, Supervisory or Community Service employees shall be assigned to the Unit.
- 1.2 For the purpose of this Agreement, Faculty members who direct the day-to-day work of classified staff will not be designated as a supervisory employee. The provisions of this Agreement are solely applicable to members of the bargaining unit as described in this Article

ARTICLE 2 – EMPLOYEE RIGHTS

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

ARTICLE 3 – ASSOCIATION RIGHTS

- 3.1 Nothing in this agreement shall be construed to deny or to restrict any unit members' rights granted in the *Education Code* or elsewhere in the contract.
- 3.2 The Association shall have access to faculty offices and other non-teaching areas on campus, subject to reasonable regulations by the District. The Association may use campus facilities for meetings concerning Association business.
- 3.3 The Association shall have access to faculty mailboxes and reasonable use of copy machines and telephones for Association business.
- 3.4 The Association may use the school mailboxes and bulletin board spaces designated by the Superintendent/President.
- 3.5 The Association will be provided with, upon request, a copy of District reports such as budget and other materials pertaining to collective bargaining. The District shall provide a list of Faculty Association unit members each quarter including telephone numbers and addresses provided that the employee shall have the right to keep his/her address and telephone number confidential.
- 3.6 The District agrees to collect Faculty Association dues when the employee voluntarily authorizes dues deductions.
- 3.7 The District shall release four unit members (usually the negotiating team) from duty for the purpose of negotiating and representing the Association when the negotiating session is scheduled on duty time. The Association will inform the District at the beginning of each quarter which employees are to be released.

ARTICLE 4 – DISTRICT RIGHTS

- 4.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control the business of the District to the full extent of the law, unless limited by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.
- 4.2 Emergencies
 - 4.2.1 In cases of emergency, however, the District may take reasonable action which might otherwise amend this Agreement for the duration of the emergency. Before taking such action, the District must make every reasonable effort to consult with the Association concerning what appropriate action should be taken.
 - 4.2.2 An emergency shall be defined as an unforeseen set of circumstances that would constitute imminent danger to personnel and property such as fire, flood, and other natural disasters.

ARTICLE 5 – INSTRUCTIONAL WORKDAYS AND ASSIGNMENTS

5.1 Full-time Faculty

5.1.1 The Academic Calendar, negotiated under Article 9, will utilize a flex calendar to identify the work year for full-time teaching faculty: Using a flex calendar, the school work year for teaching faculty will be 177 days, of which two (2) are multi-purpose days for professional activities. The remaining 175 are a combination of instructional days and flex activity days, one of which occurs during convocation and is planned by the administration in consultation with the Academic Senate. (This work calendar assumes a full week's break for Thanksgiving.)

5.1.1.1 All faculty members are expected to participate in group flex activities. Counselors may be excused from the group flex activity at the discretion of the Vice President of Student Services.

5.1.2 Assignment:

5.1.2.1 Credit: 40 hours per week including:

5.1.2.1.1 sixteen (16) weekly teaching contact hours (WTCH)

5.1.2.1.2 five (5) office hours held during at least four (4) days each week

5.1.2.1.3 sixteen (16) hours of preparation for class including activities such as:

5.1.2.1.3.1 Work related to the classroom (e.g., preparing lectures, activities & assignments; assigning and reporting grades, completing course-level student learning outcomes assessment; etc.)

5.1.2.1.3.2 Attend professional meetings

5.1.2.1.3.3 Participate in professional development activities (this may include research and publication)

5.1.2.1.3.4 Develop new course curricula; maintain existing course curricula

5.1.2.1.4 three (3) hours for college service (108 hours per academic year), regardless of tenure status, which can include:

5.1.2.1.4.1 attend administration-called and/or assigned meetings

5.1.2.1.4.2 serve on college, division, and/or program committees and councils as assigned

5.1.2.1.4.3 evaluate peers [NOTE: Non-tenured faculty are not expected to serve as peer evaluators to full-time faculty.]

5.1.2.1.4.4 other professional duties

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

5.1.2.3 Faculty on reassigned time for any portion of their WTCH shall maintain the weekly office hours and college service as stipulated in Articles 5.1.2.1.2 and 5.1.2.1.4.

5.1.3 Twelve-Month Teaching Contract (July 1 – June 30)

5.1.3.1 The Superintendent/President may approve, on a one year at a time basis, a 12-month teaching contract with a full-time tenured instructor (regardless of the number of work days per year under which that faculty member was originally hired) whereby the instructor's summer teaching load may be counted toward the annual 48-unit teaching load required during the regular school year for full-time employment. Any quarter during which a reduced load is taught utilizing this provision shall not be considered a break in full-time service.

PROCEDURE: Individuals requesting summer teaching count toward their regular year load shall submit such requests as early as possible, but not later than three (3) weeks before the first day of classes of the summer session. The request should include the reasons for the request, the impact on students and program offerings and a proposed schedule of teaching loads for each of the regular quarters of the year. Any supporting documents (physician's recommendation, grant approvals, etc.) should be included with the request. The Superintendent/President, after consultation with the Office of Instruction, shall make a determination on the request before the first day of class offerings for the summer session unless there is agreement between the Superintendent/President and the requesting individual for a delay in determination.

5.1.3.2 Faculty may be hired under a 12-month or otherwise non-traditional teaching schedule, to be determined and agreed-upon at the time of hire or a change in faculty position. The distribution of workdays for these positions is determined at the beginning of each academic year between the faculty member and the appropriate supervisor.

5.1.4 Standard Faculty Workload: A standard faculty workload is based on 48 weekly (for-credit) teaching contact hours totaled over a regular contract year (three [3] quarters), typically distributed more or less evenly over the three primary academic terms (16 weekly [for-credit] teaching hours per term).

- 5.1.4.1 Faculty who teach more than 48 WTCH per year may carry over a maximum of 8 WTCH to the next academic year for load (5.1.6.3). Units not carried over shall be compensated at the full-time faculty overload (15-00) unit rate for which they qualify on the Part-time Academic salary schedule (15-00) on a one (1) WTCH to one (1) unit basis. Full-time faculty may advance on the Part-time Academic salary schedule (15-00) according to the conditions articulated in Article 6, section 6.4 for part-time faculty salary advancement.
- 5.1.4.2 Faculty who teach less than 48 WTCH shall be required to perform professional duties equal to relieving their workload deficiency. Examples of professional duties are extra teaching or counseling or other appropriate duties. Priority in staffing shall be given to faculty members with deficient loads over part-time employees. Faculty who are in jeopardy of not meeting their contractual load will work with the District to develop a plan to relieve workload deficiency as soon as possible.
- 5.1.4.3 Class Size Limits
- 5.1.4.3.1 As a standard, class sizes will be limited to 40 students except for enhanced virtual education (EVE), online, and correspondence courses, which will be limited to 35 students. Class limits can exceed this standard and increase by mutual agreement between the faculty member and the dean. A stipend will be provided to the faculty member per student over the class limit at census. For credit courses that have multiple lab sections attached to a single lecture section, a stipend will be provided to the faculty member per student over 60 for the lecture portion. Determined as of census day, the faculty member will receive compensation in the form of a stipend for each additional student above the class size limit based on the following calculation:
- Number of students over class size limit x contact hours (units) x 0.055 x tiered rate = compensation stipend.
- Exceptions: Class size limits and the associated compensation/support package do not apply to:
- Courses that have multiple lab sections attached to a single lecture section, unless the lecture portion of the class exceeds 60 students as specified above.
 - Courses connected with the Fitness Education Center and Athletics
 - Performance-oriented courses
 - Courses where a faculty member is serving solely as instructor of record
 - Courses in programs supported by a full-time

- instructional aide
- Institute courses

5.1.4.3.2 Class size for faculty teaching English composition classes will limit enrollment to 25 students. Determined by the sum of students in a total of 3 English composition classes a single faculty member is teaching as of census day, the faculty member will receive compensation in the form of a stipend for each additional student above 25. This stipend will be based on the calculation in 5.1.4.3.1. The per-student stipend will not be double paid, in the event that two stipend situations apply (i.e., one class going over 25 and a total number of students over 25 in 3 composition classes).

5.1.4.3.3 Based upon effective practices in basic skills courses, the maximum class sizes for all the sections of the following math courses will be capped at the noted enrollment limit: MAT 159 – 30; MAT 201 – 30.

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

5.1.5.1 In the event the College is closed, faculty will not be required to report to work. Instruction days missed may be re-scheduled according to the *Education Code* requiring minimum contact hours.

5.1.6 Assignments

5.1.6.1 The standard workload is 48 weekly (for-credit) teaching contact hours per year, typically distributed evenly over the three primary academic terms (16 weekly [for-credit] contact hours per term). The District is committed to scheduling classes at the maximum student contact hours available as appropriate to the schedule and time blocks.

5.1.6.2 The District retains the right of assignment regarding standard load and overload. Any overload will be mutually agreed upon by the faculty member and the area dean. On a quarterly basis, load (from all sources) should not exceed 22 credit contact hours per quarter. Loads in excess of 22 credit contact hours per quarter require the mutual approval of the faculty member, the area dean, and the Vice President, Academic Affairs.

5.1.6.3 Overload units accrued during the current year or carried over from prior academic years can be banked. A balance not to exceed the equivalent of eight (8) excess units may be maintained for use in subsequent academic years. Overload units may be paid out to faculty only after the 48-unit, annual contractual agreement is reached. Faculty members do not have a tenure right to a load in excess of 48 units per year (*Education Code* section 87484). Faculty are expected to maintain all other contractual requirements (including but not limited to office hours

and college service hours) including terms when banked units are being applied to meet contractual loads. No faculty member will purposefully pursue, with explicit intent, the goal of supplementing course load with more than 5 banked units for one term.

- 5.1.6.4 Faculty may apply a maximum of 10 total reassigned units toward the 48-unit contractual load. Reassigned units for the Director of the FEC, the Wilderness Director, the Student Learning Outcomes Coordinator, the Academic Senate President, the ISSI Academic Oversight role, and Faculty on Special Assignment are exempt from this 10-unit maximum.
- 5.1.6.5 During an off-contract term/quarter (i.e., summer), full-time faculty will receive the part-time faculty pay rate and will be compensated at the unit rate for which they qualify on the Part-time Academic salary schedule (15-00). Full-time faculty may advance on the Part-time Academic salary schedule (15-00) according to the conditions articulated in Article 6, section 6.4 for part-time faculty salary advancement.
- 5.1.6.6 For purposes of determining the hours of creditable service for part-time community college instructors that equal full-time for the part-time position, an annual workload is 48 quarter units. [Reference: California *Education Code* section 22138.5(c)(5)].
- 5.1.6.7 During the regular contract year, full-time faculty will receive the following (2) compensation options when working in the Fitness Education Center:
- Within load: one (1) unit of load for every two (2)-hours/week/quarter
- Overload: full-time faculty overload unit rate for which they qualify on the Part-time Academic salary schedule (15-00) for each one (1)-hour/week/quarter
- During the summer, full-time faculty will receive the part-time faculty pay rate for which they qualify.
- 5.1.6.8 Faculty may be assigned appropriate professional duties and receive workload credit for these duties.
- All Academic Director and Coordinator positions will have a basic job description including a list of responsibilities and duties located in Human Resources and developed by the administration in consultation with the Faculty Association.
 - Coach duties and responsibilities, including timelines, are located in Human Resources.
 - Reassignment units and the percentages of a full-time faculty load they constitute may be determined through a Board-approved job description for certain positions.

- Any changes to the amount of reassigned time agreed upon contractually (current or previous) and/or with Board-approved job descriptions shall be negotiated.
- Faculty Assignments (outside of an individual's teaching and other duties already laid out in the collective bargaining agreement) that are 8 units or fewer during an academic year (including summer) and no more than 4 units during one term may be determined through mutual agreement between the supervising administrator and the employee. If mutual agreement cannot be reached, the duties will be determined through negotiations. A list of duties will be documented and will be provided to the Faculty Association. The supervisor will remind faculty members that the Faculty Association may be brought in at any time to help establish the conditions of and duties related to the units. Any assignments resulting in workload credits above 8 units during an academic year or 4 units during one term will be formally negotiated.

[NOTE: these types of assignments are typically used in 2 ways:
1) to assist a faculty member in making contractual load OR 2) as reassigned time or as overload at the faculty member's discretion.]

- 5.1.6.9 Faculty teaching schedules shall be based on the college workday without distinction as to day or evening.
- 5.1.7 Part-time Faculty Evaluation: Full-time faculty and Associate Part-time 02 (the part-time faculty member being in an unrelated discipline to protect against conflict of interest) may be assigned or may request to participate in the evaluation of part-time faculty in accordance with the following provisions:
 - 5.1.7.1 Part-time faculty evaluations will require the evaluator to spend an average of four (4) hours per evaluation to include a pre-observation meeting, classroom observation, write-up, and final meeting to discuss the results of the evaluation.
 - 5.1.7.2 Three (3) evaluations will be equivalent to one (1) unit. Fewer than 3 evaluations will be the equivalent of the prorated unit value. A maximum of 1 unit per year earned from conducting part-time ~~adjunct~~ evaluations may be applied to a full-time faculty member's contractual load, with the exception of prior administrative approval.
 - 5.1.7.3 Assignment of evaluations is at the administration's discretion. Full-time faculty (currently employed or retired, contingent on retirement employment restrictions) and Associate Part-time 02 faculty may be solicited by the deans to conduct part-time ~~adjunct~~ faculty evaluations or a full-time faculty member may request that he/she be assigned to participate in the part-time faculty evaluation process. Full-time are to receive priority in part-time faculty evaluation assignments.
 - 5.1.7.4 Evaluations will be conducted using the procedures stipulated in Appendix 6 of the current Faculty Association agreement.

5.1.7.5 Training will be required to evaluate part-time faculty. Such training will be recognized as an appropriate flex activity.

5.2 Part-time Faculty

5.2.1 Part-time faculty may not teach more than 67 percent of the hours considered a full-time assignment for regular faculty (*Education Code 87482.5 (a)*). Teaching loads in excess of these limits may only be considered in extenuating and/or unforeseen circumstances.

5.2.2 The District, in consultation with the department lead where appropriate, will consider the following when determining course assignments for and the rehiring of part-time, temporary faculty, including but not limited to:

--The length of time served; the number of courses taught; the evaluations used to assess educational impact as it relates to student success; the demonstrated professionalism of the part-time, temporary faculty member; the part-time temporary faculty member's adherence to the regular and timely completion of associated duties (including rosters, grades, student learning outcomes, assessments, etc.); and the availability, willingness, and expertise of part-time, temporary faculty to teach specific courses or fulfill specific assignments.

-- The District will follow the regular evaluation process for part-time, temporary faculty described in Appendix 6. In all cases, part-time faculty assignments shall be temporary in nature, contingent on enrollment and funding, and subject to program changes and department needs. No part-time faculty member shall have reasonable assurance of continued employment at any point, irrespective of the status, length of service, or reemployment preference of that part-time, temporary faculty member.

5.2.3 Canceled Classes: In the event of a canceled class, part-time teaching academic employees who meet the assigned class will be paid at the applicable hourly rate for part-time faculty for the actual time spent with the class prior to the cancellation or two (2) hours for each class meeting, whichever is greater. Classes canceled prior to the first meeting will not be compensated.

5.2.4 Bumped by a Full-time Faculty: In the event of a part-time faculty member being bumped by a full-time faculty member within two weeks of the beginning of a quarter, the part-time faculty will be compensated at the applicable hourly rate for part-time faculty for no less than the appropriate number of hours for the first class meeting.

If a part-time faculty member is bumped after the first class meeting, the part-time faculty member will be compensated for the actual number of hours the part-time faculty member met with the class plus one additional class meeting.

5.2.5 Part-time hourly academic employees may work up to 21 hours per week in the Fitness Education center.

5.2.6 Part-time CalSTRS Base Hours: Lecturer/General Instructor = 525
Lab Instructor = 525

Adult Education Instructor = 875

Librarian= 1,050

Counselor = 1,050

- 5.2.7 Prior to receiving the monthly pay warrant, part-time faculty shall submit keys and all required forms including, but not limited to, positive attendance, census rosters, grade reports, timesheets, absence reports, and TB tests as required during that month.

5.3 Work Experience Instructors

- 5.3.1 Work Experience Instructors will receive 2.5 units for up to 35 students with a maximum of 5 worksites, whichever comes first, per quarter, as determined by census date of each course assigned. A list of responsibilities expected of work experience instructors is developed by administrators in consultation with the Work Experience Coordinator and faculty and kept in Human Resources.

- 5.3.2 The District will endeavor to assign balanced numbers across faculty when possible (in efforts to avoid excessively low-enrolled cohorts).

5.4 Full-time non-instructional faculty

Full-time, non-instructional faculty (including instructional faculty who have non-instructional assignments as part of their load) are exempt under the Fair Labor Standards Act (FLSA) and are not eligible for overtime. Full-time, non-instructional faculty are scheduled to work forty (40) hours per week, and their school work year shall consist of 177, 200, or 214 days (including three [3] flex days) according to their hiring contract, including if the employee was hired into a position that has commitments beyond the primary academic terms. Four hours per week can be used for study and other comparable professional duties that may be completed off campus as approved by the supervising administrator.

Any teaching assignment that exceeds the regular assignment shall be compensated at part-time faculty rate or as part of assigned load as mutually agreed to by the faculty member and the administrator assigned direct responsibility for student services and with approval of the Vice President, Academic Affairs and the Superintendent/President.

5.4.1 Counseling Division Chair: 50% reassigned time

To ensure continuity in this position, a 2-year commitment is required unless otherwise authorized by the Vice President of Student Services. To recognize the increased workload of the Counseling Division Chair, the school work year for that position will be a total of 214 (including three [3] flex). The 214 days will be distributed throughout the academic year by mutual consent with the supervising Vice President dean.

5.5 Full-Time Faculty Office Hours

- 5.5.1 Full-time faculty shall schedule five (5) office hours (a minimum of 1 hour per day for a minimum of 4 days per week). Full-time faculty shall submit proposed office hours to the Instruction Office at least four (4) weeks prior to the beginning of each quarter.

- 5.5.1.1 The supervising administrator and faculty member shall mutually agree upon quarterly office hours. In the event the administrator and faculty member cannot reach an agreement, the Vice President of Academic Affairs, after consultation with the faculty member, will make the final determination.
- 5.5.1.2 Office hours shall be scheduled at times convenient for meeting the needs of most students. Office hours will be open to all students regardless of format (e.g., face-to-face, online, etc.). Note: Office hours may not be scheduled during the designated College Hour.
- 5.5.1.3 Office hours must be maintained every day during finals week.
- 5.5.1.4 Office hours shall be posted on the instructor's syllabi and in their LMS shell.
- 5.5.1.5 Office hours should be conducted at approximately the same ratio of course hours to office hours in each modality (i.e., if an instructor teaches 50% of their load online then 50% of their office hours may be conducted online.
- 5.5.1.6 Faculty do not have to be on campus to conduct online office hours; however, because faculty are expected to have a significant presence on campus, to be available to meet with students and colleagues, a minimum of 50% of a faculty member's office hours will be conducted on campus.
- 5.5.2 Part-time Faculty: While not required to have scheduled office hours, part-time faculty are expected to be available to students for consultation and advising as pertains to individual faculty members' teaching.
 - 5.5.2.1 In an effort to contribute to the success of students, Lake Tahoe Community College has a program to provide for a limited number of paid office hours for part-time faculty.
 - 5.5.2.2 In order to be eligible for consideration for part-time faculty office hours, a part-time faculty member must teach at least 3.2 units. Part-time faculty office hours are potentially available to any part-time faculty members who are nominated by the full-time faculty member in their area, or are solicited by a Dean of Instruction, or who choose to apply for office hour funding. Part-time faculty who are interested or are nominated must complete the "Application for Part-time Faculty Office Hour" form. Once a pool of applicants has been established, the appropriate Dean of Instruction will select from that applicant pool. The decision of the Dean is final. For additional criteria to be eligible for consideration for part-time faculty office hours, see the form available in the Instruction Office.
 - 5.5.2.3 Compensation will be at the part-time faculty extra duty assignment rate per hour (see Appendix 5).

5.6 Maintaining course shells

- 5.6.1 All courses (excluding those not offered online through the Incarcerated Students Program) will publish and maintain a Canvas shell (or shells created using other LTCC-approved Learning Management Systems [LMS]).

These shells will include basic course elements at a minimum, including the course syllabus, assignment calendar, ways to communicate with instructor and peers (as appropriate), ways for students to stay updated on their progress in the class, and standard language regarding available student services (including at least enrollment services, counseling, library, tutoring, equity, and disabilities services).

All courses will adhere to required standards for accessible design per the Americans with Disabilities Act (ADA).

- 5.6.2 Faculty are expected to access and complete appropriate training to be prepared to teach online.

5.6.2.1 Faculty are required to be officially certified in the College's Learning Management System currently being used campuswide or be approved by the Director of Online Learning and the Dean of Instruction over the area as meeting an equivalent to that certification.

5.6.2.2 Faculty must complete, in their first academic year of teaching for the District, the ABCs of Course Design (or the equivalent) and the Accessibility Module (or the equivalent) through @ONE (or the equivalent). [See Article 7.14 for compensation details.]

5.6.2.3 Faculty already teaching online for the District are not exempted from these requirements and should complete the training modules or demonstrate that they have met the equivalent of those trainings as determined by the Director of Online Learning and the Dean of Instruction over the area.

5.7 Coordinators and other assignments

- *The Kokanee* Literary Journal Editor: 2.5 units per year
- Writers' Series Coordinator: 1 unit per quarter for each quarter in which a Writers' Series event is held.
- Mentoring Program for new faculty:
 - Mentor of new faculty member = 1 unit
 - New faculty member = 4 units of workload during the first teaching quarter.[NOTE: These units are typically reassigned units. New faculty are not expected to take these units as overload in their first year.]

5.8 Academic Senate

- President = 12 units per year
- Vice-President = 3 units per year
- Secretary = 3 units per year
- Previous President = 1 unit in the fall quarter following the election of a new president to assist in training the incoming president, when necessary.

5.9 Chairs of Standing Committees

- Curriculum Committee = 1 unit per year

5.10 Department Lead Units (per year)

Department lead units will be assigned per the mutual agreement between the faculty member(s) and the District. It is the understanding of the District and the Faculty Association that the number of departmental lead units assigned to any department should not be static. The amount of work required to maintain the viability of a program is subject to change. As departments grow or shrink, adjustments should be made so that the amount of reassign time for departmental duties reflects departmental changes and trends. The previous two years will be used to calculate Department Lead compensation, and calculations will be run every two years to allow the District and its faculty to plan, budget, and schedule more effectively. If there are significant changes to departments within the two-year period, the negotiations process can allow for a recalculation outside of the cycle. It is assumed that this model will only apply to departments that have historically received department lead compensation, unless otherwise negotiated. Department lead units may not exceed 12 per department. Faculty may apply a maximum of 10 total reassigned units toward the 48 unit contractual load. Reassigned units for the Director of the FEC, the Wilderness Director, the Student Learning Outcomes Coordinator, the Academic Senate President, the ISSI Academic Oversight role, and Faculty on Special Assignment are exempt from this 10 unit maximum.

The revised model uses the criteria outlined below to calculation workload compensation:

1. One unit of workload reassignment per year is assigned to each department lead.

Assumptions and Justification: Each department lead is required to provide quality control per course, per modality within their department (including ISP and online). Department leads are also required to submit a variety of institutional reports (Annual Unit Plans, program reports, department plans, maintain departmental SLOs, perform budget reports, etc.). Department leads are also required to perform a variety of miscellaneous department duties (administer and grade challenge exams, attend administrative meetings, handle disciplinary issues, etc.). It has been assumed that one unit of reassigned time should provide the compensation necessary for each department lead to perform the necessary functions to maintain viability of the department

2. Number of part-time employees scheduled by the department lead per year x 0.25.

Assumptions and Justifications: The 0.25 multiplier is used here (to convert the *number of part-time employees scheduled* into reassigned units) to represent 3 hours of work by the faculty lead per part-time employee per year. Working with part-time employees represents the bulk of the workload for the faculty lead (outreach, communication of department goals/information, training, hiring/firing, SLO coordination, etc.). The number of part-time employees scheduled (regardless of cancelations) is not to include full-time faculty members, tutors, or instructional aides. As the number of

individuals that a department lead oversees grows and shrinks, so should the associated workload.

3. Number of courses successfully run by the department per year x 0.04

Assumptions and Justifications: The 0.04 multiplier is used here (to convert the *number of courses successfully run* into reassigned units) to represent 0.5 hours of work by the faculty lead per course per year. Faculty leads are required to perform a variety of functions associated with class scheduling (maintaining curriculum, modifying quarterly schedules, ordering books, developing 2-year projected schedules, managing program pathways, etc.). It is assumed that by using the number of classes successfully run, a reasonable amount of compensation will be awarded for completion of those duties. All concurrent and partially concurrent courses are counted as one course. Again, as the number of courses that a department successfully runs to fulfill the needs of the department grows and shrinks, so should the associated workload.

4. Number of laboratory contact hours scheduled in a lab facility by the department lead per year minus the number of staff hours scheduled to assist in the same facility x 0.002.

Assumptions and Justifications: The 0.002 multiplier is used here (to convert the *number of lab hours scheduled* into reassigned units) to show that one unit of reassigned time should be awarded for every 500 lab hours scheduled in a facility by the Department Lead per year. Faculty leads are required to perform a variety of functions associated with maintaining a laboratory facility (ordering supplies, maintaining equipment, cleaning and organizing, ensuring a safe work environment, etc.). The amount of workload associated with each facility is directly proportional to the degree in which the facility is in use. The number of hours that a space is being used as an *academic lab* is used to calculate reassigned units for the Department Lead. Only lab contact hours (in courses successful run) are used in calculating yearly totals. Concurrent and partially concurrent courses are counted as one course. Some facilities require additional staffing resources. The number of hours of supplemental help in managing the facility is subtracted from the Department Lead's responsibilities and, thus, their compensation. As the amount of time scheduled in a lab facility changes, so should the associated workload.

5. For any departments scheduling and managing open labs, the following calculations will apply: For every 500 hours of scheduled open lab, with a minimum of 250 hours, 0.5 units will be added to the department lead units calculation. This includes the following lab spaces until otherwise negotiated: ART (2-D, 3D, and Photography) and DMA. (For clarification, 250-500 hours = 0.5 units; 501-1000 hours = an additional 0.5 units; etc.).

Other Important Considerations:

- 1) The calculated totals for departmental lead reassigned units compensation are to be rounded to the nearest one-quarter unit.
- 2) Based on departmental data provided in Colleague, two year averages are to be used in the compensation model.

- 3) Department Lead Duties are further defined in the section. For specific information regarding the formula for determining department lead reassigned units, see Appendix 10.
- 5.10.1 Curriculum
 - 5.10.1.1 Oversee development, review and revision of course outlines on a regular basis in accordance with Title V and District guidelines.
 - 5.10.1.2 Provide quality control of course content as outlined in the course outline of record and as presented by faculty in the area in all modalities.
 - 5.10.1.3 Oversee the selection and ordering of textbooks, manuals, course supplemental materials, etc.
- 5.10.2 Budgeting, Scheduling, and Planning
 - 5.10.2.1 Assist the administration with the development of teaching schedules.
 - 5.10.2.2 Assist in development of course schedules on quarterly and annual basis; coordinate these schedules with other programs and/or part-time faculty within faculty members' teaching area
 - 5.10.2.3 Assist the administration with development of the department's budget
 - 5.10.2.4 Assist the administration with the planning, development, and implementation of long-range programmatic goals and objectives and review these annually; write, review and revise Program Reviews/Plans
 - 5.10.2.5 Survey current students and monitor enrollment patterns to guide scheduling and planning in faculty members' subject area(s) in conjunction with the Department of Institutional Effectiveness.
- 5.10.3 Directing the work of others
- 5.10.4 Direct the day-to-day work of instructional aides
- 5.10.5 Assist in hiring part-time faculty
- 5.10.6 Train, guide, and otherwise direct the work of, as needed, part-time faculty (including online, face-to-face, and ISP)
- 5.10.7 Other
 - 5.10.7.1 Maintain and/or oversee specialized academic facilities such as exercise space, laboratories, art studios and/or off-campus teaching sites; be responsible for specialized academic equipment such as laboratory instruments, art production equipment, physical education equipment, etc.
 - 5.10.7.2 Develop and maintain department websites
 - 5.10.7.3 Maintain department records as needed
 - 5.10.7.4 Order and/or coordinate or oversee ordering of department supplies

5.11 Reassigned Time for Faculty Association Duties

The Faculty Association may identify faculty to receive reassigned time for performing Association duties.

5.11.1 The District will provide the Faculty Association with 4 units to cover the time of negotiating team members for negotiation meetings with the District, including caucusing time conducted during contiguous bargaining meetings, when negotiation meetings are required.

5.11.2 The Faculty Association can purchase from the District up to 6 additional units per year at the middle part-time faculty rate (See Schedule 15-00: Tier 2 at LTCC and Part-time Faculty [non-associate] rate)

5.11.3 If the Faculty Association elects to purchase additional, the District will match the additional units purchased each year (up to a total of 6, including the 4 originally provided).

5.11.3 The Faculty Association can disburse the reassigned units they purchase as desired and will notify the Instruction Office regarding who will be receiving the units and which quarter they will be allocated.

5.12 Part-time Assignments Exempt from Load

The following assignments may be completed by part-time faculty but are to be considered as “college service” and, thus, are not to be eligible for nor considered as load for part-time faculty. As such, they are not to be included in the calculation of load toward the 67% limit for part-time faculty.

- Academic Senate Assignments
- Part-time Evaluations
- Committee Assignments
- Department Lead Assignments
- Faculty Association Assignments
- *The Kokanee* Literary Journal Editor
- Writers’ Series Coordinator

ARTICLE 6: ACADEMIC PERSONNEL SALARY SCHEDULES, PLACEMENT, AND ADVANCEMENT

- 6.1 Salary Schedules: The salary schedules shall be as delineated below:
 - 6.1.1 Faculty Full-time Credit Salary Schedule 10-00 (on a 177-day basis) – see Appendix 2
 - 6.1.2 Faculty Full-time Credit Salary Schedule 11-00 (on a 200-day basis) – see Appendix 3
 - 6.1.3 Faculty Full-time Credit Salary Schedule 12-00 (on a 214-day basis) – per Appendix 4
 - 6.1.4 Part-time Academic Salary Schedule 15-00: Special Hourly Rates – see Appendix 5
 - 6.1.5 For assignments other than 177, 200, or 214 days, each regular contract employee shall be paid an amount equal to $x \text{ days} / 177 \text{ days}$ of the Faculty Salary Schedule step upon which the individual is placed.
 - 6.1.6 Full-time Non-credit Salaries
 - 6.1.6.1 Full-time non-credit salaries are 100% of credit faculty salaries as listed in Schedules 10-00 and 12-00
- 6.2 Placement on the Schedule (Full-time Faculty)
 - 6.2.1 Initial Placement Criteria

Initial placement is determined at the time of employment based upon verification of education, as outlined in section 6.2.3, and experience as outlined in sections, 6.2.1.1 through 6.2.1.3.

 - 6.2.1.1 Teaching Experience
 - a. Full-Time: All teaching experience, regardless of level, will be counted on a one-year to one-step credit basis up to a maximum of five (5) years. Two consecutive semesters or three consecutive quarters excluding summers constitute one full-time year.

NOTE: Online full-time teaching experience is counted. Two consecutive semesters or three consecutive quarters excluding summers constitute one full-time year.
 - 6.2.1.2 Work Experience
 - a. Full-Time: All work experience directly related to designated area(s) of service will be counted on a one-year to one-step basis up to a maximum of two (2) years credit. Only full-time work experience is counted. One year of work as defined by the profession, but in no case less than nine months, constitutes one full-time year. Such credit will be granted only upon recommendation of the Superintendent/President. All applicable work experience must have been performed within the six (6)

years preceding the full-time faculty member's employment by the District.

- b. Work experience counted in earning minimum qualifications or equivalency cannot be counted twice.

6.2.1.3 Credit for previous experience shall not, for placement purposes be granted as follows:

- a. Experience as teaching or laboratory assistant
- b. Part-time teaching or partial years at any level
- c. Part-time work experience or partial years in an occupation directly related to the teaching assignment
- d. Part-time or partial years' work in counseling, librarianship or directorship

6.2.2 Placement Limitations

6.2.2.1 Combined credit for applicable teaching and work experience in sections 6.2.1.1 through 6.2.1.3 above shall not exceed seven (7) years.

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

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

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

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

6.2.3 Column Descriptions:

- A. Bachelor's Degree plus two (2) years of experience or Associate's degree plus six (6) years of experience.
- I. Master's Degree in the subject matter taught

- II. Master's Degree plus 45 graduate level semester units related to the academic full-time faculty member's teaching area, subsequent to meeting the requirements of the degree.
- III. Master's Degree plus 60 graduate level semester units related to the academic full-time faculty member's teaching area, subsequent to meeting the requirements of the degree.
- IV. All But Dissertation (ABD) or Master's Degree plus 75 graduate level semester units related to the academic full-time faculty member's teaching area, subsequent to meeting the requirements of the degree.
- V. Master's Degree plus 90 graduate level semester units related to the academic full-time faculty member's teaching area, subsequent to meeting the requirements of the degree.
- VI. Doctorate Degree

6.2.4 Full-time faculty hired mid-year will be initially placed on the salary schedule in the same manner as those hired for the full academic year and their salary will be prorated accordingly.

6.3 Advancement on the Schedule (Full-time Employees)

6.3.1 Step advancement for tenured and contract full-time faculty shall be implemented on the first payday of the fall quarter of each fiscal year. Eligible full-time faculty members will be advanced one (1) step annually.

6.3.1.1 To be eligible, a full-time faculty member shall have been in paid status for a minimum of 50% of the prior academic year.

6.3.2 Full-time Column Advance – Professional Advancement

6.3.2.1 Full-time faculty members may advance by accumulating the required number or units of degree as listed on the column of the full-time faculty salary schedule. A salary advance will become effective on the 1st payroll of the following contract year after the recommendation of the Salary Advancement Committee (SAC).

6.3.2.2 The SAC will review all faculty salary advancement requests. The members of the committee are as follows: three (3) full-time faculty; two (2) appointed by the Academic Senate and one (1) appointed by the Faculty Association, the Administration over the area, and the Chief Human Resources Officer.

6.3.2.2.1 The salary advancement candidate may request an opportunity to speak with the SAC regarding their coursework prior to the committee making a decision.

6.3.2.2.2 The salary advancement candidate may submit proposed coursework for SAC approval prior to taking the course.

- 6.3.2.3 Salary advancement will be based on the completion of units that are applicable toward the completion of the appropriate degree or completion of course work, or completion of continuing education units, approved by the SAC. Use of continuing education units in lieu of credit courses for salary advancement may be considered by the SAC but is limited to faculty in occupational programs up to a maximum of five (5) semester units.
- 6.3.2.4 Once approved or denied by the SAC, the Human Resources Office shall notify the faculty member of any action. The faculty member may appeal in writing the decision of the committee within 20 working days. The committee shall review the appeal within 20 working days of receipt and inform the faculty member of the results.
- 6.3.2.5 Approval of salary advancement must meet a minimum of one of the criteria below:
- a. Units applicable to an advanced degree in an assigned teaching area or alternate area approved by the Superintendent/President or designee;
 - b. Units applicable to an advanced degree which clearly enhances teaching the assigned area;
 - c. Completion of continuing education units as defined above in 6.3.2.3; and
 - d. Units at any level that clearly illustrate a direct enhancement to teaching or the assigned area.
- 6.3.2.6 Graded (A-C or Pass or Satisfactory or Credit) units must be earned at a recognized accredited institution. Units or degree from foreign institutions will be required to be evaluated by an approved agency.

NOTE:

§ Quarter unit / 1.5 = Semester unit

§ Continuing education units earned by 12 hours of attendance in a lecture course= 1 Quarter unit (0.667 Semester units). Lab hours will be calculated at either 2:1 or 3:1, depending on the type of lab course (lab versus activity).

- 6.3.2.7 No course work shall be repeated for advancement credit without the prior approval of the SAC.
- 6.3.3 All information regarding advancement (transcripts, work experience, etc.) and a request for step advancement must be submitted by the employee to the Human Resources Office by the end of the second week of spring quarter for consideration. No further information is acceptable for advancement in that contract year if not received by the above deadlines. Individual exceptions will be considered upon prior approval.

6.3.4 Upon receipt the Chief Human Resources Office will convene the SAC. In the event that the committee has any questions regarding the advanced degree or units, they will consult directly with the faculty member.

6.4 Placement on the Salary Schedule (Full-Time and Part-Time Faculty)

| July 1, 2022 – June 30, 2023 Rates | | | | |
|------------------------------------|------------|-------------------|-------------------|----------------------|
| Quarters Worked | Tier Level | Lecture Part-Time | Lecture Associate | Lecture Associate 02 |
| 0-9 | Tier 1 | \$649.00 | \$714.00 | \$750.00 |
| Over 9 | Tier 2 | \$683.00 | \$750.00 | \$788.00 |

Lab Rate

Eighty-five percent (85%) of the faculty lecture rate above.

6.4.1 Associates Program

6.4.1.1 The District recognizes that the faculty consists of dedicated professional instructors, many of whom have taught at Lake Tahoe Community College for many years and have taken extraordinary steps to improve their teaching skills. To recognize their contributions to the academic program of the college, the District has established the level of Associate Faculty.

6.4.1.2 In order to achieve the status of Associate Faculty, all of the following criteria must be satisfied

6.4.1.2.1 Completion of twenty-four (24) units of teaching at Lake Tahoe Community College, and

6.4.1.2.2 Completion of any one of the following at Lake Tahoe Community College [NOTE: part-time faculty will have priority access over LTCC full-time faculty to limited spaces available in LTCC trainings], and

a) The Excellence in Teaching Workshop for any modality (ETW) (or if the faculty member is already an approved ETW instructor); or

b) The attainment of tenure by full-time faculty plus formal evaluation training and the completion of 3 part-time faculty evaluations post evaluation training; or

- c) The “complete review” and approval by the OEI of one online course. Course review may be conducted by LTCC POCTs and completed by the OEI or may be completed through the formal review and approval that occurred under the previous OEI approval program.

6.4.1.2.3 Completion of any one of the following at Lake Tahoe Community College, and

- a) the *Excellence in Teaching Observation Form* (Appendix 8); or
- b) the satisfactory completion of two peer evaluations of either part time or full time faculty following the completion of 6.4.1.2.2; or
- c) the successful facilitation as an instructor of one ETW or AETW in any modality following the completion of 6.4.1.2.2.

6.4.1.2.4 Satisfactory classroom evaluation after completion of items above. This formal evaluation will be conducted by one of the Deans of Instruction or another appropriate delegate.

Once these criteria have been met, the instructor will be given the title of Associate and will be paid at the Associate rate as outlined on Salary Schedule G during the next quarter taught.

6.4.1.3 In order to achieve the status of Associate 02 Faculty, the following criteria must be satisfied:

- a) Completion of all the criteria for the Associate Faculty (6.4.1.2), and
- b) Completion of twelve (12) additional units of teaching at Lake Tahoe Community College following their advancement to Associate status with a total of thirty-six (36) units taught overall (Associate qualifications of 24 units +Associate 02 qualifications of 12 units), and

6.4.1.3.1 Completion of one of the following [NOTE: part-time faculty will have priority access over LTCC full-time faculty to limited spaces available in LTCC trainings]:

- a) The Advanced Excellence in Teaching Workshop (AETW), in any modality (or if the faculty member is already an approved AETW instructor) or
- b) The [@ONE Online Network of Educators](#) 12-week Certificate in Online Teaching and Design or

- c) Formal (either through the @ONE or local programs) POCR training and/or certification

Once this criteria has been met, the instructor will be given the title of Associate 02 and will be paid at the Associate 02 rate as outlined on Part-time Academic Salary Schedule 15-00 during the next quarter taught.

6.4.1.4 The Associates program will be administered and coordinated by the Deans of Instruction. To provide opportunities for advancement, the District is committed to offering two options from the ETW and/or AETW in any modality, provided there is sufficient interest and enrollment.

6.4.1.5 Compensation for participation in any of the ETW and AETW courses in any modality 10-hour Training Programs is outlined as follows:

- a) 10-hour Training Program (not including homework or preparation time): \$1,500 per trainer (\$3,000 per workshop, two trainers per workshop) with a minimum of 8 and a maximum of 12 participants.

During Co-facilitation: \$1,000 (new instructor) and \$2,000(experienced instructor).

Attendance by Part-time Faculty: Part-time faculty will be paid a \$125 stipend for their participation. Attendance is voluntary, and completion of the program will help advance part-time faculty on the Part-time Salary Schedule based on the requirements for such advancement (Schedule 15-00).

- b) Trainer in Training: \$250

With Administration and instructor approval, individuals interested in becoming a Trainer can participate in a regular 10-hour training course. In order to qualify as a "Trainer in Training," the participants must also receive instruction through additional meetings and pedagogical training provided by a certified trainer. If the "Trainer in Training" does not receive additional instruction to become a Trainer, they will be compensated at the regular participant rate.

Trainees must commit to Co-facilitation of one ETW and one AETW in any modality.

ARTICLE 7 – STIPENDS

7.1 Definitions

- 7.1.1 Stipends are payments for work performed by full-time part-time faculty that are outside of the regular academic assignment as identified and defined in Article 5.
- 7.1.2 Unit compensation value as listed in the Part-time Academic salary schedule (15-00).

7.2 Coordinators

- 7.2.1 Art Gallery Coordinator: \$2000 per primary term when there is an art show held

7.3 In-House Faculty Guest Lectures

- 7.3.1. A faculty member who delivers a presentation shall be provided a \$250 honorarium for a presentation under the following definitions and conditions.

Definitions:

In-house faculty means the person is employed as either a full-time or part-time faculty member at LTCC. Note: Part-time instructors must be teaching at least 4 units during the quarter they deliver a presentation.

Guest lectures means that the person is delivering a presentation outside of their regularly scheduled classes at LTCC.

Conditions:

The presentation must be original, meaning that it (a) has been written by the instructor and (b) cannot be taken from their current or past course materials. Components of the presentation may be incorporated into a regular class lecture once the event has passed.

The presentation should be approximately 45 minutes to an hour in length and then offer up to a 30-minute Q&A session for the audience afterward.

There will be a total of three (3) presentations delivered per academic year – an average of one per quarter, and applications will be accepted for consideration on a first come, first served basis by the President's Office.

The money for these presentations will come from the Faculty Professional Development Committee's fund because this activity is designed to engender professional growth on behalf of the faculty member.

Faculty members may deliver a maximum of one (1) presentation every other academic year.

Faculty members may not deliver the same presentation for compensation more than once. Also, no more than 1/4 of the prepared slides for a specific presentation may be reused in any future presentation for this guest lecture event.

The faculty member is responsible for contacting the Marketing Department to promote the event so that constituencies both on and off campus are informed about it.

7.4 Course Creation Stipend:

[NOTE: The following stipends apply to the first quarter a course is converted to a new modality.]

7.4.1 Stipend of (\$125 x total course units—not contact hours) for the following:

NOTES:

- The stipend will be awarded for completion of a course in an Enhanced Virtual Environment (EVE) from a course that has only previously been offered face to face (F2F).
- For example, a 4-unit course would result in a \$500 stipend.
- Non-credit courses will be converted to units on a 3:1 basis, for example a course that meets 6 hours/week = 2 units and a course that meets 1.5 hours/week = .5 units.
- Concurrent and partially concurrent sections will be considered one section for calculations.
- Faculty teaching multiple sections of the same course will be paid for only one stipend according to the conditions laid out in 7.4.
- If the course is being converted to a hybrid course (EVE + face-to-face components), the stipend will be calculated based on the units being converted to the online environment only.]
- Payment or refusal of this stipend does not change the fact that, under Article 15, as work that was completed under the conditions of employment by the District, the faculty member and the District both have access to the shell for the purposes of sharing with other faculty or other uses. See Article 15.6 for clarification. Faculty who receive a pre-built shell from a colleague or the District shall not share that shell outside of the District, unless the author has given explicit permission.
- “Course materials” include syllabus, course schedule, recorded lectures, PowerPoint presentations, handouts, assignments, and other course content.

EVE courses are defined by the following elements, among others:

- Some synchronous elements/course content offered during scheduled time blocks
- Other asynchronous elements/course content moved to a virtual environment using Canvas (or future LMS)
- Labs offered in a virtual environment
- One-on-one support from faculty, including virtual office hours
- Discussions, interactions, projects with faculty and other students offered in “real-time”
- Video (including some synchronous video, recorded for later reference) used to assist visual learning and “real-time” interaction

7.4.2 Stipend of (\$125 x total course units—not contact hours) for the following:

- Creation of a complete and transferrable (as well as electronically editable)

- online or correspondence course from a face-to-face course where no previous online nor correspondence course existed
- Creation of a complete and transferrable (as well as electronically editable) online or correspondence course where no previous course existed in any modality
- Creation of a complete and transferrable correspondence course from a current online course
- Completion of significant updates and revisions (not to include regular and continued editing typical course improvement) to a correspondence course as well as three (3) additional complete and transferable versions of homework, quizzes, exams, essays, and/or other assignments. All pieces must be completed and presented in an electronically editable format.

7.4.3 Stipend of (\$125 x total course units x 0.5) for the following:

Completion of a course in an Enhanced Virtual Environment (EVE) that has previously been offered fully online.

Payment or refusal of this stipend does not change the fact that, under Article 15, as work that was completed under the conditions of employment by the District, the faculty member and the District both have access to the shell for the purposes of sharing with other faculty or other uses. See Article 15.6 for clarification. Faculty who receive a pre-built shell from a colleague or the District shall not share that shell outside of the District, unless the author has given explicit permission.

“Course materials” include syllabus, course schedule, recorded lectures, PowerPoint presentations, handouts, assignments, and other course content.

The definition of EVE and the conditions in 7.4.1 also apply here in 7.4.3. 7.4.4

7.4.4 Stipend of (\$125 x previous face-to-face units) for the following:

Completion of a course in an Enhanced Virtual Environment (EVE) or fully online that has previously been offered in a hybrid format (partially virtual and partially face-to-face).

The stipend will only be offered for those previously offered face-to-face units being converted to EVE or online.

Payment or refusal of this stipend does not change the fact that, under Article 15, as work that was completed under the conditions of employment by the District, the faculty member and the District both have access to the shell for the purposes of sharing with other faculty or other uses. See Article 15.6 for clarification. Faculty who receive a pre-built shell from a colleague or the District shall not share that shell outside of the District, unless the author has given explicit permission.

“Course materials” include syllabus, course schedule, recorded lectures, PowerPoint presentations, handouts, assignments, and other course content.

The definition of EVE and the conditions in 7.4.1 also apply here in 7.4.4.

7.4.5 Under the following conditions, a stipend may be awarded as an exception to the above, pending pre-approval by the appropriate administrator:

- Significant course changes mandated by the state (for example, C-ID requirements) or by the administration
- Significant course changes requested by faculty and approved by administration (requests are to be presented to the administration before changes are made)

7.5 Peer Online Course Review and Course Approval

\$1000 per course to be divided among participants as follows (2 POCRs: \$400 each; Reviewee: \$200)

Faculty may not receive the above stipends for already-approved OEI courses nor for OEI-approved courses he or she has inherited from another faculty member in the District or from the District itself. [NOTE: If a faculty member receives a shell that has been OEI-approved under another instructor, the recipient may get their sections of the course OEI/POCR-approved by having completed the ABCs of Course Design and the Accessibility Training.]

Statewide approval through the OEI (or local approval pending LTCC's certification to approve courses) must be completed in order for the faculty member whose course is under review to receive their stipend. Reviewers will be eligible to receive the review stipend once they have completed their review and community the details of their assessment directly with the faculty member under review.

Payment or refusal of this stipend does not change the fact that, under Article 15, as work that was completed under the conditions of employment by the District, the faculty member and the District both have access to the shell for the purposes of sharing with other faculty or other uses. See Article 15.6 for clarification. Faculty who receive a pre-built shell from a colleague or the District shall not share that shell outside of the District.

7.6 POCR training stipend: \$500 for completion of Peer Online Course Reviewer training and certification.

Prior to conducting online course reviews in the role of a POCR, faculty must also have completed training in the basics of online instruction, specifically, the ABCs of Course Design and Accessibility Training through the @One training program or the equivalent.

7.7 Incarcerated Student Program Tutoring

Each hour of tutoring inside of approved facilities, counted from the time the faculty member enters the facility to the time he or she exits, is paid at 75% of the Part-time Faculty rate according to Part-time Academic Salary Schedule 15-00. Tutors must have prior approval by the appropriate Dean or by the Vice President of Instruction to tutor in the program and must provide a time sheet with accurate tracking of their tutoring time for compensation.

7.8 Incarcerated Student Program Video Creation

One hour of quality completed, edited, and produced video is paid a stipend of \$100 (based on an estimated 3 hours to create one hour video @ \$27 / hour). Faculty must

receive prior authorization to produce videos for a course. Only one set of videos per course will be awarded a stipend. If administration requests an additional set of videos, additional stipends may be awarded.

7.9 Grading by Examination Exams

Credit by Examination Exams are graded by the department lead as part of the department lead assignment in one of the three (3) primary terms, not including summer (during which the majority of full-time faculty [excluding faculty whose loads are differently distributed as part of this bargaining agreement] are compensated as part-time faculty). A part-time faculty member may be selected to grade the credit by examination exams at the following rates: 1-5 exams = \$25; 6-10 exams = \$50; 11-15 exams = \$75; 16-20 = \$100, plus \$5 additional for each exam beyond 20.

7.10 Coaches - transferred from Part-time Academic salary schedule (15-00)

| | | | |
|--------|------------|-----------|-------------------|
| 7.10.1 | Head Coach | 1-2 years | \$23,000 per year |
| | | 3-4 years | \$26,000 per year |
| | | 5+ years | \$29,000 per year |

Reasonable hours determined for this stipend are 600 hours total.

7.10.1.1 Coaches eligible for one stipend each under 7.10.1:

- Soccer - Men's
- Soccer - Women's
- Cross-Country - Men's and Women's
- Track - Men's and Women's

7.10.2 Assistant Coach \$5,000 per year - Reasonable hours determined for this stipend are 120 hours total.

7.10.2.1 Assistant Coaches eligible for one stipend each under 7.10.2:

- Soccer - Men's
- Soccer - Women's
- Cross-Country - Men/Women (combined - 1 stipend)
- Track - Men/Women (combined - 1 stipend)

7.10.3 Post-season competition

7.10.3.1 Additional compensation for extended post-season games or meets:

- Head coach - \$350
- Assistant coach - \$150

7.11 Club Advisors

Club advisors will be required to participate in a minimum of six (6) hours of duties per quarter that directly fulfill the mission of the club. In addition to those hours, they will also have to participate in one college wide event each quarter for the purposes of marketing

the club and enhancing college life. Unless negotiated otherwise, each student club advisor will be provided a stipend of \$600 per quarter (excluding summer session) for each quarter following the quarter the club is officially recognized by the Vice President of Student Services.

Associated Students of LTCC (Student Senate) = \$1,800 per quarter plus \$600 for summer

Alpha Gamma Sigma = \$2,400 per year

7.12 Part-time Faculty Members of Committees

7.12.1 Part-time faculty members will be compensated at an amount equal to one-half of the part-time hourly lecture rate paid hourly at the part-time faculty Extra Duty Assignment rate (see Appendix 5: Part-time Academic Salary Schedule 15-00)

7.12.2 Part-time faculty members will only be compensated for the actual time spent in committee meetings except as noted below. Pay for screening applications on administrative and faculty screening committees will be one (1) hour for every six (6) applications reviewed.

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

7.12.2.2 With the exception of negotiations, a part-time faculty member who is a regular, voting member of a committee, may apply to the Vice President of Academic Affairs to be compensated for special projects performed outside of meeting times. Application must be in advance and with the recommendation of the committee chair.

7.13 Part-time faculty orientation

Part-time faculty are required to participate in an orientation (face-to-face or online) once per year to be introduced to and updated on District policies and adjunct faculty will be compensated for two hours at the extra duty assignment rate.

7.14 Part-time faculty training to teach online

Part-time faculty will be compensated 1 hour at the extra duty assignment rate to complete the ABCs of Course Design and 1 hour at the extra duty assignment rate to complete the Accessibility training through the Online Network of Educators (@ONE) as stipulated as required in Article 5.6.2.

7.15 Curriculum Development by Part-time Faculty

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

7.15.1 Revising Existing Curriculum

Any revision to the existing curriculum will be compensated at a base rate of 60% of the credit lecture rate x the course units. For example, a 4-unit course at the 2021 part-time hourly rate = $.60 \times \$53.54 \times 4 \text{ units} = \128 .

7.15.2. New Curriculum

New curriculum will be compensated at a base rate of 120% of the credit lecture rate x the course units. For example, a 4-unit course at the 2021 part-time hourly rate = $1.2 \times \$53.54 \times 4 = \257 .

7.16 Part-time Faculty Travel Stipend

Part-time faculty who travel 50 vehicles miles or more (one way) on the most direct route from their residence to Lake Tahoe Community College will receive a quarterly travel stipend as delineated below.

For full quarter-length courses:

7.16.1 Assigned course(s) meets one day per week: \$500 travel stipend

Assigned course(s) meets two days per week: \$1000 travel stipend

Assigned course(s) meets three or more days per week: \$1500 travel stipend

7.16.2 Part-time faculty who teach courses meeting for less than a full quarter will receive a stipend of \$50.00 per round trip based upon the number of required trips to scheduled class meetings.

7.17 Travel for correctional facilities

7.17.1 Travel time to be paid for 5.5 hours at the extra duty rate on the part-time salary schedule per round trip to Susanville

7.17.2 Travel time to be paid for 3.5 hours at the extra duty rate on the part-time salary schedule per round trip to Folsom

7.18 Other Stipends

7.18.1 For stipends other than those specified in Article 7, or on Schedule 15-00, amounts will be determined as follows:

- Stipend amounts equivalent to \$3000 or less per quarter can be mutually agreed upon by the faculty member and the supervising administrator for up to 2 years.
- A list of duties associated with the stipend will be developed between the faculty member and the administration and will be provided to the Faculty Association. If mutual agreement cannot be reached, the duties and amount will be determined through negotiations. The supervisor will remind faculty members receiving a stipend under this section that the Faculty Association may be brought in at any time to help establish the conditions of and duties related to the stipend.
- Stipends resulting in compensation that exceed \$3000 in value, or exceed 2 years, will be formally negotiated with the FA. [NOTE: Duties outlined for units and/or stipends should be distinct to avoid any manipulation]

designed to evade maximums in Articles 5 and 7 (i.e., “stringing” is prohibited).]

7.19 Special Project Courses

Instructors that agree to teach Special Projects classes (course numbers 231 and 291) will be paid at the following rate:

Number of students x contact hours (lecture units) x 0.1 x Associate Faculty

Overload Rate = compensation stipend.

ARTICLE 8 – HEALTH AND WELFARE BENEFITS

8.1 Benefits

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

8.1.2 The District will provide an \$18,456 annual cap (\$1,548 per month) per eligible full-time bargaining unit member/District employee towards the District's health and welfare package. Employees pay anything over this cap with a monthly payroll deduction depending on the medical option selected. Employee medical premium payments can be made via a pre-tax Section 125 Plan option when available.

General Provisions:

- 1) Payment of the employee's portion of the premium, if any, shall be made by payroll deduction;
- 2) If any premium or portion thereof is refunded, the amount of District contribution included therein shall be refunded directly to the District; and
- 3) Coverage for all eligible employees shall be on a 12 calendar-month basis. Payroll deductions shall be on a ten (10) or twelve (12) deduction basis as required by the plan and employment.

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

District paid health and welfare benefit allocations:

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

8.1.4 Part-time instructors with an average of 130 or more hours per month during an initial or standard measurement period shall be offered medical benefits for the corresponding stability period per the Affordable Care Act. The part-time instructor will be responsible for 100% of the cost of the provided benefit. Every hour worked at the District shall be included in calculating the instructor's monthly average.

ARTICLE 9 – CALENDAR

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

ARTICLE 10 – LEAVES

10.1 Sick Leave

- 10.1.1 Full-time academic employees will be granted one day sick leave per month of contract with full salary in each school year.
- 10.1.2 Credit for sick and related leaves may be taken at any time during the school year. Credit for such leave need not be accrued prior to taking such leave. The maximum amount credited is equal to the amount able to be earned in each year's contract.
- 10.1.3 Part-time teaching academic employees will be entitled to .64 hours sick leave credit for each WTCH (weekly teacher contact hour) per quarter. WTCH will be calculated as though the class is offered over a regular quarter even if the class is offered in other time frames. Part-time hourly academic employees (non-teaching) will receive 0.046 hours sick leave for each hour worked.
- 10.1.4 Summer Session Sick Leave: Full-time and part-time teaching academic employees employed for summer session may draw upon their accumulated sick leave during summer session and will be entitled to .64 hours sick leave credit for each WTCH (weekly teacher contact hour). WTCH will be calculated as though the class is offered over a regular 12-week quarter. Part-time hourly academic employees will receive 0.046 hours sick leave for each hour worked in the summer session.
- 10.1.5 Unused Sick Leave
 - 10.1.5.1 Unused sick leave will be accumulated indefinitely and will not be compensated for in terminal pay.
 - 10.1.5.2 Cumulative sick leave from the Lake Tahoe Community College District may be transferred to other districts depending upon the policies of the receiving institution.
 - 10.1.5.3 Cumulative sick leave accrued in other California public school/community college districts by an employee employed for one school year or more in another district shall be transferred to the Lake Tahoe Community College District under sections 37731 and 37782 of the *Education Code*.
- 10.1.6 An academic employee, when on leave of absence, except leave of absence without pay, not connected with any other college leave, policy, or philosophy relative to the improvement of the employee's assigned duties and subject to that person's return for one year following, or reimbursement to the District for all expenses incurred, will maintain any prior sick leave rights which may have accumulated and will accumulate additional sick leave during the period of the leave.
- 10.1.7 Deductions for any person placed under quarantine will be made on the same basis as if the employee were ill.

- 10.1.8 When an academic employee is absent from his/her duties on account of illness or accident for a period of five school months or less, he/she shall receive 50% of his/her regular salary during the period of such absence. The 50% salary begins after exhaustion of current sick leave and runs concurrently with accumulated sick leave (*Education Code* section 87786).
- 10.1.9 Payments to substitute employees for teaching in the place of academic employees during sick leave absence, including periods of absence not covered by the absent employee's accumulated sick leave, will not be deducted from the absent employee's salary.
- 10.1.10 An absence report explaining the illness will be completed on the first day back by any academic employee absent because of illness. A statement from a physician may be required as a matter of policy.

Full-time instructors are to complete the form, "Academic Employee Absence Report," and return it to the Instruction Office

Part-time faculty are to complete the form, "Part-time Faculty Absence Report," and return it to the Instruction Office.
- 10.2 Bereavement Leave
 - 10.2.1 Bereavement leave with pay up to three (3) days will be allowed for death of an immediate family member as defined in section 10.6.3. Up to five (5) days will be allowed if out-of-state travel or travel beyond 200 miles one way is required.
 - 10.2.2 No deduction shall be made from the salary of such employee, nor shall such leave be deducted from leave granted by other sections of the *Education Code* or as provided by this agreement.
- 10.3 Industrial Accident and Industrial Illness Leave
 - 10.3.1 "Industrial Accident" as used in this section, is defined as any accident or illness arising directly out of, or in the course of, employment of the employee which forces that person's absence from work.
 - 10.3.2 In accord with *Education Code* section 87787, industrial accident and illness leave shall be in effect for all academic employees according to the following provisions:
 - 10.3.2.1 Allowable leaves shall not be for more than 60 working days in any one (1) fiscal year for the same accident or illness.
 - 10.3.2.2 Allowable leave shall not be accumulated from year to year.
 - 10.3.2.3 Industrial accident or illness leave will commence on the first day of absence.
 - 10.3.2.4 Payment for wages on any day shall not, when added to an award granted the employee under work's compensation laws of this state, exceed the normal wage for the day.

- 10.3.2.5 Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of any compensation made under worker's compensation.
- 10.3.2.6 When an industrial accident or illness occurs at a time when the full 60 days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
- 10.3.2.7 The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under section 87787 of the *Education Code*. When entitlement to industrial accident or sick leave has been exhausted, entitlement to other sick leave will then be used; but if an employee is receiving worker's compensation, the entitlement shall be to use only so much of accumulated or available sick leave, vacation leave or other available leave which, when added to the worker's compensation award, provide for a full day's wage or salary.
- 10.3.2.8 Periods of leave of absence paid or unpaid, shall not be considered a break in service of the employee.
- 10.3.2.9 During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensated time off or other available leave provided by law or the action of a governing board, the employee shall have deducted from the employee's salary, the amount received under worker's compensation insurance. Reduction of entitlement to leave shall be made only in accordance with this section.
- 10.3.2.10 When all available leaves of absence, paid or unpaid, have been exhausted and if the employees are not immediately able to assume the duties of their positions they shall, if not placed in another position, be placed on a reemployment list for a period of 39 months, and shall be employed in a vacant position in the class of that person's previous assignment over all available candidates except for a re-employment list established because of lack of work or lack of funds, in which case, the employee shall be listed in accordance with appropriate seniority regulations.
- 10.3.2.11 An employee who has been placed on a reemployment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.
- 10.3.2.12 The District reserves the right to secure proof of industrial injury or illness of an employee. Before salary payments will be made to an employee absent because of industrial injury or illness, a report of such an accident or illness in the form required by the District must be on file in the Business Office.

10.4 Military Leave

10.4.1 Academic employees will be granted military leave in accordance with the provisions of the *Education Code* and the *Military and Veterans Code*.

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

10.5 Leave for Required Court Appearance

10.5.1 An academic employee ordered to appear in court (personal business excluded) will receive full salary less an amount equal to any fees received for jury service or appearance as a witness under subpoena.

10.6 Personal Necessity Leave

10.6.1 An employee may elect to draw on accumulated sick leave, up to a maximum of seven (7) days in any school year [eight (8) days for academic employees on contracts of 200 days or above], for any one or combination of the following:

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

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

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

10.6.1.4 Not more than three (3) days each school year may be used by each academic employee without loss of pay for purposes of compelling personal importance at the discretion of the academic employee.

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

10.6.2 Either in advance or immediately upon return to work, the faculty member shall complete the appropriate District form verifying the absence and submit it to their supervisor.

Notification is required in all cases, regardless of the conditions of the leave, as far in advance of the absence as is practical. Except for emergencies, notice shall be no less than thirty (30) minutes prior to the start of the faculty member's work. A reasonable effort shall be made by the faculty member to directly contact their supervisor. A voicemail or email to the Instruction Office phone shall constitute adequate notice.

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

- 10.6.3.1 Immediate Family: Mother, father, guardian, grandmother, grandfather or grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister or the employee, or any relative living in the immediate household of the employee.
- 10.6.4 An academic employee who is absent for any reason not covered in the *Education Code*, the rules and regulations of the Lake Tahoe Community College District, or the above section on Leave for Necessity, will be subject to a deduction of a full day's salary for each day of absence and that portion of each day's schedule relative to a full day's salary (assigned classes and meetings, office hours).

10.7 Catastrophic Leave

10.7.1 The District and Union agree to the establishment of a joint

Faculty/Administrator/Classified/Confidential/Director Catastrophic Leave Bank eligible to all permanent employees who enroll and donate (Catastrophic Leave Bank).

10.7.1.1 Definition of Catastrophic Leave: The intent of this bank is to provide additional financial protection to permanent employees during a period of prolonged illness/injury or hospitalization, which, for purposes of this Article, is defined as an illness or injury that incapacitates the employee or the employee's family member as defined in Article 10.6.3.1 and is, according to a physician, likely to permanently incapacitate the employee or family member or be characterized as terminal. Catastrophic Sick Leave shall not be available simply because an employee has exhausted all available paid leave.

10.7.1.2 Participation/Eligibility: Permanent employees with more than five (5) days of accumulated sick leave may participate in the Catastrophic Leave Bank. Employees who elect to join the Catastrophic Leave Bank may join the bank only during open enrollment periods, and must have a waiting period of thirty (30) calendar days after joining the bank before becoming eligible to withdraw from it. The Catastrophic Leave Bank shall not be used by any employee during a paid leave of absence.

10.7.1.2.1 An employee is eligible to use the Catastrophic Leave Bank when the following conditions are met:

- The employee requesting use of the leave is a participant of the bank
- The employee has submitted a written request that includes a physician's note determining catastrophic nature of condition
- The employee will not receive payment for the time absent due to illness or injury from either worker's compensation or short/long-term District-sponsored

disability coverage

- The employee has exhausted all balances in all applicable paid leave categories
- The employee does not have a balance that exceeds 40 days from the Catastrophic Leave Bank
- There is sufficient leave in the bank

10.7.1.2.2 New employees and employees returning from a Board-approved extended leave of absence shall have thirty (30) calendar days from the first day of employment to sign up for participation in the Catastrophic Leave Bank if the open enrollment period has expired.

- 10.7.1.3 Leave to care for a member of the family shall be subject to all the terms and conditions of this Article and shall only be granted during such periods that the Catastrophic Leave Bank is maintaining a balance of sixty (60) days or more. No more than one head of the household may utilize Catastrophic Leave at the same time.
- 10.7.1.4 Administration of the Bank: The Human Resources department shall administer the Catastrophic Leave Bank. Human Resources shall be responsible for receiving leave requests, verifying validity of requests, determining if the request meets the conditions of the Catastrophic Leave Bank, communicating to affected employees, and soliciting donations of sick leave/vacation days from eligible employees when appropriate. Processing Catastrophic Leave Bank requests are not reviewable through the grievance/arbitration provisions of this agreement.
- 10.7.1.5 Affected employees may appeal the administration of the leave with their employee constituency group.
- 10.7.1.6 Enrollment Procedures: The District shall establish an open enrollment period each year for employees to participate in the Catastrophic Leave Bank. The enrollment period shall be May 1 through July 15. Once an employee becomes a participant in the Catastrophic Leave Bank, he/she shall not be required to re-enroll each year.
- 10.7.1.7 Donation of Days: An employee may elect to participate in the Catastrophic Leave Bank by donating at least one (1) day (1 day = current daily hours assigned) of his/her accumulated sick leave or accrued vacation to the Catastrophic Leave Bank. No member shall contribute more than eight (8) days to the Catastrophic Leave Bank in any one (1) open enrollment period. The employee shall make this donation by filling an appropriate form during the open enrollment period. This donation shall be irrevocable. A donation to the Catastrophic Leave Bank must be made from the employee's accumulated sick leave and/or accrued vacation and shall not be

designated to a specific employee for his/her exclusive use. Only donors to the bank are eligible for withdrawals.

- 10.7.1.8 **Mandatory Donations:** An employee who has received contributions from the Catastrophic Leave Bank must, upon return to duty, commence repaying donations with a minimum of one (1) accumulated sick leave day or accrued vacation day per year until total donations equal the amount of donated leave received from the bank, minus the number of days originally donated by the unit member, as long as they are still employed by the District. Employees who are no longer employed by the District will not be required to repay donations.
- 10.7.1.9 **Procedures to Use/Withdraw Sick Leave – Conditions Restrictions:** In order to be eligible to withdraw catastrophic leave from the bank, the employee must be a participant and have exhausted all of his/her available and applicable accrued paid leave credits, which includes, but is not limited to, sick leave, compensatory time off, and vacation.
- 10.7.1.10 An eligible employee electing to use the Catastrophic Leave Bank shall complete an appropriate form in order to make a draw on the bank. The employee must submit this form to Human Resources for processing. The employee must provide a physician's note, which verifies the catastrophic illness or injury and gives an estimated date of return to work.
- 10.7.1.11 In the event that the employee is personally unable to apply for the catastrophic leave, an immediate family member or employee's agent may make the request for the applicant.
- 10.7.1.12 When the employee may reasonably be presumed to be eligible for disability retirement under CalPERS, CalSTRS, or, if applicable, Social Security, he/she may be required to apply for such retirement. If there are insufficient days in the Bank, there is no obligation to grant leave hereunder, in whole or in part. Neither the District, Associations, no Committee shall be legally responsible if there are insufficient days in the Bank to provide a Catastrophic Sick Leave donation.
- 10.7.1.13 **Allowable Days:** An initial request shall not exceed twenty (20) days. An employee may request an additional twenty (20) days by filing an additional request for consideration with an updated physician's note. The maximum number of days allowed to be utilized by one (1) employee for a single injury/illness shall not exceed forty (40) days. The number of sick bank days needed by the employee shall be specified in the initial request. Any days unused by the employee shall be returned to the Catastrophic Leave Bank.
- 10.7.1.14 **Method of Payment:** When an employee uses a day from the Catastrophic Leave Bank, pay for that day shall be at the same rate

the employee would have received had he/she worked his/her regular schedule that day. No distinction shall be made as to the differing pay rates of the donor and the recipient.

- 10.7.1.15 Accounting: By May 1st of each year, the Human Resources Department shall provide the employee constituency groups with a statement detailing the number of requests for access and hours withdrawn from the Bank during the past year and the number or days available in the Bank.
- 10.7.1.16 Maintaining the catastrophic Leave Bank: Once determined that the Bank requires replenishment, current members will be required to donate another sick or vacation day by the end of the open enrollment period, May 1 to July 15, in order to enroll or maintain membership.
- 10.7.1.17 Termination of the Catastrophic Leave Bank: If the Catastrophic Leave Bank is terminated for any reason, the hours remaining in the Banks shall be equally distributed to the then-current members enrolled in the Catastrophic Leave Bank. In the event of a natural disaster or catastrophic event having a widespread impact on the employees and/or the District, the Superintendent/President shall retain the right to suspend the provisions of this Article and will provide notice to the appropriate associations.
- 10.7.1.18 Retrieval of Donated Sick Leave/Vacation Non-Grievable: Retrieval of donated sick leave/vacation used by another employee pursuant to the provisions of the Catastrophic Leave Bank sections of this Article shall not be subject to the grievance procedure of the Collective Bargaining Agreement. It is understood that donated sick leave/vacation is an irrevocable deposit and cannot be rescinded for any reason.
- 10.7.1.19 Hold Harmless: Any employee who deposits donated sick leave/vacation into the Catastrophic Leave Bank must sign an agreement stating the employee agrees to hold the District, the Associations and the Committee harmless for any and all claims and liabilities arising out of such deposit and/or its subsequent use. This section satisfies and supersedes any obligation of the District under California *Education Code* section 87045.

10.8 Family and Medical Leave

- 10.8.1 Eligible faculty will be granted family and medical leave in accordance with the provisions of the California Family Rights Act of 1991 and the Family and Medical Leave Act of 1993.

10.9 Leave to Attend Professional Conferences

- 10.9.1 The District will cause procedures to be adopted by which leaves may be granted to academic personnel to attend professional conferences, special

meetings, or any other temporary change of assignment in the performance of school duties.

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

10.10 Leave for Exchange Teaching

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

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

10.11 Leave for Professional Development

- 10.11.1 The District and the Faculty Association strongly support the provision of Leaves for Professional Development for all regular academic employees of the District. Such leaves provide benefit to the District, the individual, the individual's department and the students of the institution through improved instructional and support services. It is the intent of this provision of the Agreement to provide academic employees the opportunity to conduct rigorous professional growth activities which meet the criteria of significantly improving the instructional and support services provided to students of the college in a manner beyond the routine responsibilities of a community college faculty member. All eligible employees are encouraged to apply for their Professional Development Leave (PDL) in accordance with the provisions of this Agreement and all such applications for leave approved under the provisions of this Agreement will be granted.

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

- 10.11.3 Such leave shall be granted within the limitations of the *Education Code* sections 8776787770, and the following criteria:

- 10.11.3.1 Every eighteen (18) quarters a full-time faculty member is eligible for a professional development leave. Quarters are defined as primary terms; however, in the case of a faculty member with a 12-month load, one academic year will represent 3 quarters. Leaves without pay granted by the Board shall not be counted toward the 18 quarters and shall not be considered a break in continued service. Any other leaves not covered under this language will be considered on a case-by-case basis via negotiations. If the faculty member worked a reduced load or took unpaid time off during this 18-quarter period, the PDL will be paid at the prorated amount worked over this 18 quarter period. If a faculty member, for example, worked 1.0 FTE for nine quarters, and worked 0.75 FTE for nine quarters, the paid PDL would be paid at the prorated average FTE, which in this example would be 0.875 FTE.

- 10.11.3.2 The professional development leave shall begin at the beginning of one of the three (3) regular quarters following the completion of the 18. The leave must be at the convenience of the College.
- 10.11.3.3 Program to be completed during the leave shall be determined collaboratively by the applicant and his or her supervising administrator. This process may involve one other faculty member selected by the applicant. The goal of this collaboration is a proposal which all parties anticipate will meet the criteria for approval and which reflects the results of the most recent evaluation of the applicant/ faculty should consult the PDL Criteria Rubric housed in the Instruction Office for guidance in the development of an effective PDL project. All professional development leave proposals must carry the recommendation of the Vice President of Academic Affairs or Vice President of Student Services and must have the approval of the Superintendent/President prior to submission to the Board of Trustees for final approval. Such approval will not be unreasonably withheld.
- 10.11.3.4 The quarter(s) spent on professional development leave or leave of absence shall not count as service in completing eligibility for the next professional development leave.
- 10.11.3.5 An individual granted professional development leave shall continue to receive all District benefits. In extended PDL leaves, salary will be paid as follows:
 - 10.11.3.5.1 Leave of one quarter: 100% of that which would be received had this individual remained in a regular assignment; if this varied over the prior 18 quarters, this would be a prorated average as in section 10.11.3.1. H&W benefits would be covered the same as an active employee with identical FTE.
 - 10.11.3.5.2 Leave of two quarters: 66.7% of that which would be received had this individual remained in a regular assignment. This amount would be prorated as in section 10.11.3.1. If someone worked an average of 0.875 FTE over the 18 quarters, the 0.875 FTE for a leave of two quarters would be paid at 66.7% or 0.5836 FTE for the academic year. H&W would be covered the same as if this employee selected leave of one quarter.
 - 10.11.3.5.3 Leave of three quarters; 33.33% of that which would be received had this individual remained in a regular assignment. If someone selecting one quarter PDL leave is eligible for a 0.875 FTE payment, by selecting three quarters, FTE would be paid at 33.33% of this amount, or 0.2916 FTE for the academic year. H&W would be

covered the same as if this employee selected leave of one quarter.

- 10.11.3.5.4 Each quarter spent on leave is considered regular service relative to qualifying for advancement on the salary schedule.
- 10.11.3.6 Persons receiving grants, fellowships or fees for professional services provided as part of a sabbatical leave program will not normally receive funds from the District, which, when combined with the sabbatical salary exceed the anticipated amount they would have received from the District in a teaching capacity during that period. Sabbatical stipends may be reduced to a point where the combination of stipend and that portion of grants or other outside fees designated solely for salary equals full teaching salary, and this prorated to apply only to the quarter of formal sabbatical leave.
- 10.11.3.7 Work developed directly related to the professional development leave program belongs to and is the property of the Lake Tahoe Community College District.
- 10.11.3.8 Professional Development Leave proposals should be submitted to the individual's supervising administrator no later than November 15 of the academic year prior to that in which the leave is proposed to take place so as to allow for sufficient time for collaboration on the proposal. Final approval of such leave must take place by the end of the application year in order for the leave to be granted, according to the following schedule: leaves which commence in Fall quarter must be approved by April 1, those which commence in Winter quarter must be approved by June 15, and those which commence in Spring quarter must be approved by June 30. By agreement between the College and the individual, the date may be extended.
- 10.11.3.9 Reports of experiences and/or accomplishments shall be submitted to the Vice President, Academic Affairs or Vice President of Student Services before the end of six (6) weeks of the quarter following the return from leave. Employees returning from a professional development leave will be required to present the results of the leave to the Board of Trustees and to two or more of the following groups: Department faculty (including adjuncts), Academic Senate, Campus, Community, Students.
- 10.11.3.10 After the completion of their leave, individuals must agree to return to the college for a period of service equal to twice the period of leave or reimburse the District all costs incurred during the leave." (*Education Code 87770.*) "In the event that an individual does not complete service equal to twice the period of the leave the reimbursement amount will be prorated. For example, if an individual is granted and takes a leave of two quarters and leaves

employment with the District after only an additional two quarters following the leave, the reimbursement would be divided in half.”

- 10.11.3.11 Reimbursement of all costs will be deemed salary, health and welfare costs (i.e., medical, dental, vision, life, and LTD at the composite rate), the employer payment to CalSTRS, Medicare, workers’ compensation and unemployment expenses paid. These costs are typically outlined in the annual notice of employment to the faculty member at the beginning of each fiscal year.
 - 10.11.3.12 Through mutual agreement with the departing faculty member and the Vice President of Academic Affairs or Vice President of Student Services, the faculty member may fulfill his/her two years of required District service following a PDL by teaching credit classes. Such service will count on a unit-per-unit basis. The faculty member will be compensated at the part-time faculty rate of pay for these teaching assignments.
 - 10.11.3.13 Faculty members will have up to five years from their last day with the District to repay any remaining PDL leave service obligation.
 - 10.11.3.14 In the event an eligible employee elects not to submit an application for a professional development leave or final approval of a professional development leave application is not granted in accordance with the provisions of the agreement, the employee may retain eligibility and apply again in each of the following academic years until leave is granted. Such postponed year will not accrue towards eligibility for a subsequent professional development leave.
 - 10.11.3.15 Upon mutual agreement between the District and employee, an approved professional development leave may be postponed with intervening years contributing as service years of credit towards a subsequent professional development leave.
- 10.11.4 Professional development Leave – Academic Change of Status: Individuals moving from full-time academic non-administrative status to full-time administrative status and vice versa shall be eligible for professional development leave under the terms of the position held the year before the year of the leave but must have spent two (2) years in that category.

ARTICLE 11 – EVALUATION

11.1 Evaluation

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

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

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

11.2 Procedure

11.2.1 When an evaluation is required, the evaluation shall be conducted in accordance with the provisions of Appendix 6.

ARTICLE 12 – GRIEVANCE PROCEDURES

12.1 Introduction

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

12.2 Definition of Terms

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

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

12.3 Informal Grievance Procedure

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

12.4 Formal Grievance Procedure

12.4.1 Level I

12.4.1.1 Within 60 days after the occurrence of the act or omission or within 60 days of the time the grievant became aware or should have become aware of the act or omission giving rise to the grievance, the employee must present his/her grievance in writing to the supervisor of the person against whom the grievance is filed.

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

12.4.1.3 The supervisor shall communicate a written decision to the grievant within ten (10) days after receiving the grievance. If the administrator does not respond within the time limit, the grievance is deemed

denied, and the employee may appeal in writing to the next level. Such appeal must be made within five (5) days after expiration of the time limit or after the written answer is received, whichever occurs first.

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

12.4.2 Level II

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

- 12.4.2.2 The Vice President may request a personal conference with the grievant or any party named in the grievance, and shall render a written decision within 10 days of receipt of the appeal. If the Vice President does not render a written decision within the prescribed time limit the grievance is deemed denied, and the employee may appeal to the next level. Such appeal must be made within five (5) days after the expiration of the time limit or after the written response is received, which-ever occurs first.

12.4.3 Level III

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

12.4.4 Level IV

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

Superintendent/President may conduct a review of the matter himself/herself, including requesting meetings with the grievant and other parties concerned. These meetings may be held separately or together with the involved parties. The decision of the Superintendent/President on the grievance shall be in writing, and shall be issued within 20 days after the filing of the grievance.

12.4.5 Level V

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

12.5 Other Provisions

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

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

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

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

12.5.5 A grievant shall be released from regular assignment if required by the grievance procedure.

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

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

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

ARTICLE 13 – RETIREMENT INCENTIVES

13.1 Eligibility Criteria

The District shall provide retirement benefits in accordance with the provisions of this Article provided regular academic employees meet the following criteria:

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

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

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

13.2 Insurance

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

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

13.3 Reduced Teaching Load Option

13.3.1 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 (*Education Code* Section 22713). As stipulated in 13.3.1.1, all full time faculty meeting those requirements are eligible to participate in the program.

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

13.3.1.1.1 The faculty member must be at least 55 years old.

13.3.1.1.2 The faculty member must have provided service in an academic position for at least ten (10) years of which the immediately preceding five (5) years were on a full-time basis. Sabbaticals, other approved leaves of absence, and unpaid absences from the performance of creditable service for personal reasons from fulltime employment do not constitute a break in services.

- 13.3.1.1.3 The faculty member must provide service of at least twenty-four (24) units during the academic year. This teaching assignment may be completed in two (2) or more quarters at the discretion of the faculty member, provided the faculty's department has adequate staffing to run necessary courses. In cases where there is evidence that students will be negatively impacted by the inability of the department to provide necessary courses, teaching assignments will be determined by mutual agreement between the faculty member and administration.
- 13.3.1.1.4 If multiple faculty in a single department wish to take leave in a single quarter, and there is evidence that there is insufficient faculty to cover necessary courses, the faculty will decide amongst themselves which of them will take leave that term. If an agreement cannot be reached by the faculty, the faculty with higher seniority will have priority in taking leave that term.
- 13.3.1.1.5 The employee shall be paid at a salary that is the pro rata share of the salary the employee would be earning had the employee not exercised the option of part-time employment. Faculty on reduced load may not bank more than 4 units of overload in any year.
- 13.3.1.2 Once initiated the program may continue for a period not to exceed ten (10) consecutive years.
 - 13.3.1.2.1 Participation in the program may be revoked only with the mutual consent of the faculty member and the District.
 - 13.3.1.2.2 The faculty member must inform the District by the second week of the spring term of the prior year of their intention to participate in this program. Faculty shall submit to the administration a 3-year plan for their reduced load and maintain a 3-year plan in subsequent years.
 - 13.3.1.2.3 Once a faculty begins the reduced teaching load program, the reduced load cannot be increased in subsequent years, except in the event of extenuating circumstances and with board approval. Such approval will not be unreasonably withheld.
 - 13.3.1.2.4 An employee on such leave shall receive health, dental, vision, and other insurance benefits as a full-time employee. Additionally, an employee on the reduced teaching load option shall receive the same number of sick leave days as a full-time employee.

13.3.1.2.5 Each year an employee is on the reduced teaching option, will count as a full year of credit towards:

13.3.1.2.5.1 A step on the salary schedule

13.3.1.2.5.2 The 18-quarter requirement to qualify for a sabbatical

13.3.1.2.6 Participation in the reduced teaching option must begin at the beginning of the school year and must be for the entire school year. If for any reason an employee who is participating in the reduced workload program does not fulfill the full year requirement or drops below fifty percent of full-time, they will not receive the full year of service credit, but only the amount actually worked. This includes employees who may be considering mid-year retirement.

13.4 Service after Retirement

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

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

ARTICLE 14 – LAY OFF

- 14.1 Faculty lay-off procedures shall be conducted in compliance with *Education Code* section 87743 *et seq.* which requires that layoffs be conducted in order of seniority based on faculty seniority list (see Appendix 9).
 - 14.1.1 The District and Association agree that in the future, when there are employees hired on the same date, they will meet during the first two weeks of the quarter to conduct a drawing as provided in Education Code section 87414.
- 14.2 Faculty Service Area (FSA): 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.

ARTICLE 15 – INTELLECTUAL PROPERTY RIGHTS

- 15.1 Right to claim a copyright shall be as follows:
 - 15.1.1 A faculty member may claim the right to copyright material if it was created outside the course and scope of the faculty member's employment with the District. If the faculty member uses District equipment but creates the work on his/her own time outside the course and scope of his/her employment, the faculty member shall retain the right to copyright the material without cost.
 - 15.1.2 The District may claim the right to copyright material if the project was commissioned by the District, if the project is "work for hire" (i.e., the work was created by the faculty member within his/her course or scope of employment including the product of a professional development leave), or the work is an institutional effort.
 - 15.1.3 The District and faculty member may share the right to copyright material if the work is created under circumstances in which the faculty member contributes his/her time outside the normal course of employment and the District contributes services, staff, and/or financial resources, or under other circumstances not outlined in subsections 15.1.1 or 15.1.2 above.
 - 15.1.4 If a separate agreement is entered into between the District and faculty member(s) for a specific project, the right to claim copyright ownership shall be governed by the terms of the specific agreement.
 - 15.1.5 Responsibility for registration of copyright shall lie with the owner of the copyright.
- 15.2 Royalty distribution rights shall parallel ownership in copyright.
 - 15.2.1 Faculty members with full copyright ownership retain full royalty distribution rights.
 - 15.2.2 The District with full copyright ownership retains full royalty distribution rights.
 - 15.2.3 Unless otherwise specified in advance, if the District and faculty member(s) share copyright ownership, royalty distribution rights shall be as follows: One hundred percent of royalties or other profits shall be distributed to reimburse the District and/or faculty member(s) for documented expenses of creation and production of the material until all such documented expenses are completely reimbursed. The remainder of any royalties or other profits shall be distributed 50 per cent to the District and 50 percent to the faculty member(s) who share the copyright.
- 15.3 Issues of copyright ownership and royalty distribution involving both the District and the faculty member(s) under the provisions of this article shall be resolved in advance by the Committee on Intellectual Property (CIP) whenever possible.
 - 15.3.1 The Committee on Intellectual Property shall consist of two management representatives, one FA representative and one Academic Senate

representative. Technical and/or legal advisors may augment the Committee when appropriate.

15.3.2 Disputes arising under this article which are not resolved by the CIP may be pursued under the grievance provisions of this contract.

15.4 Use of materials in courses within the District that were created by faculty in the area(s) related to that faculty member's employment in the District will be at no expense to the District, regardless of which part owns the copyright.

15.5 Work for Hire

If a faculty member has created materials as "work for hire" by the District [see 15.1.2]; he/she has the right to use the materials at no cost in the event that he/she teaches in another District. The District retains the right to give permission for any other use of such materials.

15.6 Materials in Course Shells

The District supports a culture of intellectual collaboration and sharing of pedagogical approaches and best practices at all levels. Regardless of whether or not a faculty member accepts a stipend for converting their course from one modality to another (e.g., face-to-face to online), the District has and retains access to the course shell and reserves the right to share certain materials found therein with other instructors who teach for LTCC. Before granting another instructor access to the course shell, however, the District must inform the original instructor who assembled the course content so that they have ample time to remove any personalized material, excluding the elements of a shell laid out and required in 5.6.1, which shall remain.

ARTICLE 16 – PERSONNEL FILES

- 16.1 There shall be one (1) official District personnel file for each faculty member maintained in the District's Human Resources Office.
- 16.2 Access to Personnel Files
 - 16.2.1 An employee may, by request, inspect his/her personnel file in the Human Resources Office.
 - 16.2.2 Personnel files shall be inspected in the presence of an official of the Personnel Office or other designated management employee.
 - 16.2.3 The employee may be accompanied by a representative when inspecting his/her file. Anyone other than an appropriate District employee must have written authorization by the employee, if not accompanied by him/her.
 - 16.2.4 Personnel files are subject to inspection by third parties (1) with the written consent of the employee or (2) pursuant to a subpoena issued in accordance with applicable State or Federal law or (3) the order of a court of competent jurisdiction. Upon receiving a subpoena for records, the Human resources Office shall give the employee oral or written notice as soon as possible, but no later than five (5) calendar days after receiving the subpoena or other order. In order to protect the employee's right to privacy, prior to complying with the subpoena or court order, the Human Resources Office shall authenticate the order and consult legal counsel as may be necessary.
- 16.3 Upon his/her request, copies of materials in the employee's personnel file will be made available to the employee.

ARTICLE 17 – NEGOTIATION PROCEDURES

- 17.1 The Faculty Association and Administration have agreed to the method of non-adversarial negotiations, also known as “interest-based bargaining.” This method, developed by the Harvard Negotiation Project, is focused on mutually advantageous interests, not the private agendas of the negotiating teams. Issues are decided on their merits. A wise agreement is defined as one which meets the legitimate interests of each side to the extent possible, fairly resolves conflicting interests, is durable and takes community interests into account.
- 17.2 Issues are identified by the teams, clarified through group discussions and brainstorming sessions. Finally, tentative agreements, determined by consensus, are then taken to the Faculty Association and the Board of Trustees for final approval (See Appendix 11).
- 17.3 Negotiation teams for the Lake Tahoe Community College District (“District”) and the Lake Tahoe Community College Faculty Association (“Association”) agree to operate under the following guiding principles:
- Parties will not act in their own self-interest.
 - Negotiation teams will resolve to achieve workplace equality, improve working conditions, and reduce institutional inefficiencies.
 - Negotiators will use data and evidence to make decisions that produce the best long-term results for the institution and its employees.

ARTICLE 18 – NOTICE

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

COLLEGE: SUPERINTENDENT/PRESIDENT

Lake Tahoe Community College

One College Drive

South Lake Tahoe, CA 96150-4524

Alternate: VICE PRESIDENT, ACADEMIC AFFAIRS

Lake Tahoe Community College

One College Drive

South Lake Tahoe, CA 96150-4524

ASSOCIATION: PRESIDENT, FACULTY ASSOCIATION

Lake Tahoe Community College

One College Drive

South Lake Tahoe, CA 96150-4524

Alternate: VICE PRESIDENT, FACULTY ASSOCIATION

Lake Tahoe Community College

One College Drive

South Lake Tahoe, CA 96150-4524

ARTICLE 19 – SAVINGS

- 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

ARTICLE 20 – LABOR MANAGEMENT COUNCIL

- 20.1 A Labor Management Council comprised of all the members of the negotiating team shall meet as necessary at such time as is convenient to all parties to address urgent business which is within the scope of the collective bargaining process but which was either not addressed or not anticipated in the current agreement.
- 20.1.1 A member of the Council shall keep minutes of each meeting and said minutes shall be distributed to the membership within one (1) week of the meeting date.
- 20.1.2 Agreements reached shall be recorded in Memorandums of Understanding signed by the Superintendent/President of the College and the President of the Faculty Associations. These Memorandums of Understanding shall be attached to the current contract and are subject to renegotiation in the next contract period.

ARTICLE 21 – AGREEMENT

- 21.1 This Agreement shall be in full force and effect until June 30, 2025, 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 the 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 June 14, 2022, 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 June 14, 2022, attested by the signature of the Superintendent/President.

| | |
|--------------------|---------------|
| _____ Signature | _____ Date |
|--------------------|---------------|

Appendix 1 – Academic Calendars

2022-2023 Academic Calendar - Modified

| SUMMER 2022 | | |
|------------------|--|-----------|
| Six Week Session | | 7/11-8/19 |

| FALL 2022 (58 days plus 2 flex days) Monday, September 19, 2022 - Thursday, December 15, 2022 | | |
|--|--|---|
| Flex Days | This calendar configuration allows for a total of 2 flex days scheduled in fall quarter | 9/14 (for reporting purposes) 9/16 - all faculty flex |
| Holidays/College Closures | Convocation-College Closed until 1:00pm Veterans Day College Closed Thanksgiving-No Classes | 9/15 (Thurs.) 11/11 (Fri.) 11/12 & 11/13 – no Sat or Sun classes 11/21 - 11/27 – (Mon-Sun) |
| Final Exams | Monday - Thursday | 12/12 - 12/15 |
| Winter Break | Friday - Sunday | 12/16 – 1/8 |

| WINTER 2023 (57 days) Monday, January 9, 2023 - Friday, March 31, 2023 | | |
|---|--|---|
| Flex Days | None scheduled | |
| Holidays | Martin Luther King, Jr. Day College Closed Lincoln's Birthday Washington's Birthday College Closed | 1/16 (Mon – no option) 1/14 & 1/15 – no Sat or Sun classes 2/17 (Fri. no option) 2/20 (Mon – no option) 2/18 & 2/19 – no Sat or Sun classes |
| Final Exams | Tuesday – Friday* | 3/28 - 3/31 |
| Spring Break | Saturday - Sunday | 4/1 – 4/9 |

**The final exam configuration for winter quarter is Tuesday-Friday to avoid scheduling issues involving courses meeting on Mondays.*

| SPRING 2023 (58 days) Monday, April 10, 2023 - Thursday, June 29, 2023 | | |
|---|-------------------|------------------------------|
| Flex Days | None scheduled | |
| Holidays | Memorial Day | 5/29 (Mon – no option) |
| Final Exams | Monday - Thursday | 6/26-6/29 |
| Graduation | Friday | 6/30 (non-instructional day) |

Appendix 2 - Full-time faculty salary schedule – 177 days

Salary Schedule: 10 Model: 00 Description: Faculty
Bargaining Unit: 01 - Faculty

Schedule Calculation Factors:

Direction of Advancement: Step

Default Work Calendar: 0005 - Faculty 177 days

Advance On: F - Fiscal Start

| | "A" | I | II | III | IV | V | VI |
|--------------|--|----------|---|---|---|---|-----------|
| Steps | BA/BS + 2 Yrs. Exp or AA + 6 Yrs. Exp | MA/MS | MA/MS with BA/BS Plus 45 Sem. Units | MA/MS with BA/BS Plus 60 Sem. Units | MA/MS with BA/BS Plus 75 Sem. Units or ABD | MA/MS with BA/BS Plus 90 Sem. Units | Doctorate |
| 1 | 57,412 | 59,939 | 62,467 | 64,992 | 67,519 | 70,046 | 72,341 |
| 2 | 59,939 | 62,467 | 64,992 | 67,519 | 70,046 | 72,573 | 74,869 |
| 3 | 62,467 | 64,992 | 67,519 | 70,046 | 72,573 | 75,100 | 77,396 |
| 4 | 64,992 | 67,519 | 70,046 | 72,573 | 75,100 | 77,626 | 79,922 |
| 5 | 67,519 | 70,046 | 72,573 | 75,100 | 77,626 | 80,153 | 82,449 |
| 6 | 70,046 | 72,573 | 75,100 | 77,626 | 80,153 | 82,679 | 84,975 |
| 7 | 72,573 | 75,100 | 77,626 | 80,153 | 82,679 | 85,206 | 87,502 |
| 8 | 75,100 | 77,626 | 80,153 | 82,679 | 85,206 | 87,733 | 90,029 |
| 9 | 77,626 | 80,153 | 82,679 | 85,206 | 87,733 | 90,261 | 92,557 |
| 10 | 80,153 | 82,679 | 85,206 | 87,733 | 90,261 | 92,787 | 95,083 |
| 11 | | 85,206 | 87,733 | 90,261 | 92,787 | 95,314 | 97,609 |
| 12 | | 87,733 | 90,261 | 92,787 | 95,314 | 97,840 | 100,136 |
| 13 | | 90,261 | 92,787 | 95,314 | 97,840 | 100,367 | 102,663 |
| 14 | | 92,787 | 95,314 | 97,840 | 100,367 | 102,894 | 105,190 |
| 15 | | 95,314 | 97,840 | 100,367 | 102,894 | 105,420 | 107,716 |
| 16 | | 97,840 | 100,367 | 102,894 | 105,420 | 107,947 | 110,243 |
| 17 | | 100,367 | 102,894 | 105,420 | 107,947 | 110,474 | 112,770 |
| 18 | | 102,894 | 105,420 | 107,947 | 110,474 | 113,000 | 115,296 |
| 19 | | | | 110,474 | 113,000 | 115,527 | 117,823 |
| 20 | | | | | | 118,054 | 120,351 |

5% increase for 2022-23 per Resolution #13 - May 10, 2022 plus
additional 2% increase for 2022-23

Appendix 3 - Full-time faculty salary schedule - 200 days

Salary Schedule: 11 Model: 00 Description: Faculty
Bargaining Unit: 01 - Faculty

Schedule Calculation Factors:

Direction of Advancement: Step

Default Work Calendar: 0007 - Faculty 200 days

Advance On: F - Fiscal Start

| | A | I | II | III | IV | V | VI |
|-------|--|----------|---|---|---|---|-----------|
| Steps | BA/BS + 2 Yrs. Exp or AA + 6 Yrs. Exp | MA/MS | MA/MS with BA/BS Plus 45 Sem. Units | MA/MS with BA/BS Plus 60 Sem. Units | MA/MS with BA/BS Plus 75 Sem. Units or ABD | MA/MS with BA/BS Plus 90 Sem. Units | Doctorate |
| 1 | 64,872 | 67,728 | 70,584 | 73,437 | 76,293 | 79,148 | 81,741 |
| 2 | 67,728 | 70,584 | 73,437 | 76,293 | 79,148 | 82,003 | 84,598 |
| 3 | 70,584 | 73,437 | 76,293 | 79,148 | 82,003 | 84,859 | 87,453 |
| 4 | 73,437 | 76,293 | 79,148 | 82,003 | 84,859 | 87,713 | 90,307 |
| 5 | 76,293 | 79,148 | 82,003 | 84,859 | 87,713 | 90,568 | 93,163 |
| 6 | 79,148 | 82,003 | 84,859 | 87,713 | 90,568 | 93,423 | 96,017 |
| 7 | 82,003 | 84,859 | 87,713 | 90,568 | 93,423 | 96,278 | 98,872 |
| 8 | 84,859 | 87,713 | 90,568 | 93,423 | 96,278 | 99,133 | 101,728 |
| 9 | 87,713 | 90,568 | 93,423 | 96,278 | 99,133 | 101,990 | 104,584 |
| 10 | 90,568 | 93,423 | 96,278 | 99,133 | 101,990 | 104,844 | 107,438 |
| 11 | | 96,278 | 99,133 | 101,990 | 104,844 | 107,699 | 110,293 |
| 12 | | 99,133 | 101,990 | 104,844 | 107,699 | 110,554 | 113,148 |
| 13 | | 101,990 | 104,844 | 107,699 | 110,554 | 113,409 | 116,003 |
| 14 | | 104,844 | 107,699 | 110,554 | 113,409 | 116,264 | 118,859 |
| 15 | | 107,699 | 110,554 | 113,409 | 116,264 | 119,119 | 121,713 |
| 16 | | 110,554 | 113,409 | 116,264 | 119,119 | 121,974 | 124,568 |
| 17 | | 113,409 | 116,264 | 119,119 | 121,974 | 124,830 | 127,424 |
| 18 | | 116,264 | 119,119 | 121,974 | 124,830 | 127,683 | 130,278 |
| 19 | | | | 124,830 | 127,683 | 130,539 | 133,133 |
| 20 | | | | | | 133,394 | 135,990 |

5% increase for 2022-23 per Resolution #13 - May 10, 2022 plus
additional 2% increase for 2022-23

Appendix 4 - Full-time faculty salary schedules - 214 days

Salary Schedule: 12 Model: 00 Description: Faculty
Bargaining Unit: 01 - Faculty

Schedule Calculation Factors:

Direction of Advancement: Step

Default Work Calendar: 0006 - Faculty 214 days

Advance On: F - Fiscal Start

| | A | I | II | III | IV | V | VI |
|-------|--|---------|---|---|---|---|-----------|
| Steps | BA/BS + 2 Yrs. Exp or AA + 6 Yrs. Exp | MA/MS | MA/MS with BA/BS Plus 45 Sem. Units | MA/MS with BA/BS Plus 60 Sem. Units | MA/MS with BA/BS Plus 75 Sem. Units or ABD | MA/MS with BA/BS Plus 90 Sem. Units | Doctorate |
| 1 | 69,413 | 72,469 | 75,525 | 78,578 | 81,633 | 84,688 | 87,463 |
| 2 | 72,469 | 75,525 | 78,578 | 81,633 | 84,688 | 87,744 | 90,520 |
| 3 | 75,525 | 78,578 | 81,633 | 84,688 | 87,744 | 90,799 | 93,575 |
| 4 | 78,578 | 81,633 | 84,688 | 87,744 | 90,799 | 93,853 | 96,629 |
| 5 | 81,633 | 84,688 | 87,744 | 90,799 | 93,853 | 96,908 | 99,684 |
| 6 | 84,688 | 87,744 | 90,799 | 93,853 | 96,908 | 99,962 | 102,738 |
| 7 | 87,744 | 90,799 | 93,853 | 96,908 | 99,962 | 103,017 | 105,793 |
| 8 | 90,799 | 93,853 | 96,908 | 99,962 | 103,017 | 106,073 | 108,849 |
| 9 | 93,853 | 96,908 | 99,962 | 103,017 | 106,073 | 109,129 | 111,905 |
| 10 | 96,908 | 99,962 | 103,017 | 106,073 | 109,129 | 112,183 | 114,959 |
| 11 | | 103,017 | 106,073 | 109,129 | 112,183 | 115,238 | 118,013 |
| 12 | | 106,073 | 109,129 | 112,183 | 115,238 | 118,292 | 121,068 |
| 13 | | 109,129 | 112,183 | 115,238 | 118,292 | 121,348 | 124,124 |
| 14 | | 112,183 | 115,238 | 118,292 | 121,348 | 124,403 | 127,179 |
| 15 | | 115,238 | 118,292 | 121,348 | 124,403 | 127,457 | 130,233 |
| 16 | | 118,292 | 121,348 | 124,403 | 127,457 | 130,512 | 133,288 |
| 17 | | 121,348 | 124,403 | 127,457 | 130,512 | 133,568 | 136,343 |
| 18 | | 124,403 | 127,457 | 130,512 | 133,568 | 136,621 | 139,397 |
| 19 | | | | 133,568 | 136,621 | 139,677 | 142,453 |
| 20 | | | | | | 142,732 | 145,509 |

5% increase for 2022-23 per Resolution #13 - May 10, 2022 plus
additional 2% increase for 2022-23

Appendix 5 – Part-time Faculty Salary Schedule

Schedule 15-00

July 1, 2022 - June 30, 2023

PART-TIME ACADEMIC

Faculty (part-time and overload) Lecture/Lab Rates

| Quarters Worked At LTCC | Tier | Part-time Faculty | | Associate Faculty | | Associate Faculty 02 | |
|-------------------------------|------|-------------------|----------|-------------------|----------|----------------------|----------|
| | | Lecture | Lab | Lecture | Lab | Lecture | Lab |
| 0 - 9 | T1 | per unit | | per unit | | per unit | |
| | | \$ 649 | \$ 552 | \$ 714 | \$ 607 | \$ 750 | \$ 638 |
| | | per hour | | per hour | | per hour | |
| | | \$ 57.32 | \$ 48.73 | \$ 62.99 | \$ 53.54 | \$ 66.20 | \$ 56.27 |
| 10+ | T2 | FEC: | | FEC: | | FEC: | |
| | | \$ 38.41 | | \$ 42.20 | | \$ 44.36 | |
| | | per unit | | per unit | | per unit | |
| | | \$ 683 | \$ 580 | \$ 750 | \$ 638 | \$ 788 | \$ 669 |
| | | per hour | | per hour | | per hour | |
| | | \$ 60.25 | \$ 51.21 | \$ 66.20 | \$ 56.27 | \$ 69.51 | \$ 59.08 |
| | | FEC: | | FEC: | | FEC: | |
| | | \$ 40.37 | | \$ 44.36 | | \$ 46.57 | |

Credit Assignments

| | |
|-------------------------------------|---|
| FT Faculty Overload Unit Rate | Column and Tier for which the FT Faculty member qualifies |
| Laboratory | 0.85 of credit lecture rate |
| Substitute Instructor - Lecture | \$57.32 per hour (Tier 1) |
| Substitute Instructor - Laboratory | \$48.73 per hour (Tier 1 Lab) |
| Proctor | \$48.73 per hour (Tier 1 Lab) |
| FEC Laboratory | 2/3 of credit lecture rate |
| Non-Credit ESL | 0.9 of credit lecture rate |
| PT Counselor | 0.75 of credit lecture rate |
| PT Learning Disabilities Specialist | 0.75 of credit lecture rate |
| PT Librarian | 0.75 of credit lecture rate |

Ancillary Assignments

| |
|--|
| PT Academic Director/Coordinator |
| Extra Duty Assignments |
| 85% of credit lecture rate |
| 50% of credit lecture rate |
| 5% increase for 2022-23 per Resolution #13 - May 10, 2022 plus |
| additional 2% increase for 2022-23 |

Effective July 1, 2022

1 Credit Unit = 11.33 hrs

Appendix 6 – 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.

b. Purpose

Evaluation of faculty is a process of assessing the performance of individual instructors required under California Education Code 87663. The process developed by the College is to aid the institution and its faculty in maintaining and improving the quality of instruction.

c. Standards for Faculty Evaluation

1. Job Performance

The faculty member demonstrates excellent performance in teaching or in carrying out other primary responsibilities specifically listed in their job description 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 to 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 shall demonstrate continued professional growth by:

- a. Continued participation in self-initiated professional activities such as coursework, attendance at workshops, seminars, professional meetings,
- b. Active participation in collegial governance and campus activities,
- 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 describe in Article 11 of the Faculty Association agreement, at the beginning of the academic year the Vice President of Academic Affairs will be notified of those full-time faculty due to be evaluated that year (a schedule is available upon request form the Instruction Office). The full-time faculty to be evaluated and the Academic Senate President will also be notified at this time. The evaluation procedure is further identified in section C.1.
- 2. Each quarter the Deans will review the list of part-time faculty teaching that quarter, whether they are new or returning, and the last evaluation date for returning part-time faculty so that the Deans can identify the part-time faculty to be evaluated that quarter. The evaluation procedure is further identified in section C.2.

b. Evaluation Teams

- 1. The Vice President of Academic Affairs will establish faculty evaluation teams in consultation with the Academic Senate President for full-time faculty evaluations. The Deans of Instruction will assign a peer evaluator for part-time faculty members from the list of interested full-time and Tier 02 part-time faculty members eligible to conduct evaluations.
- 2. Evaluation teams will be composed of a peer evaluator and/or the supervising administrator, and the faculty member to be evaluated. The peer evaluator is an individual that has appropriate expertise in teaching, counseling, or directing. A professional in the field who can provide technical expertise may be consulted when necessary. Different evaluators will be chosen for each year of the tenure process.
- 3. The individual being evaluated may request 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 in selecting a peer evaluator exist, the Vice President of Academic Affairs will decide in consultation with the Academic Senate President.

4. Notification of the evaluation team member(s) will be sent to the Academic Senate President and other appropriate individuals.

c. Evaluation Components

1. Evaluation Process for Full-time Faculty

- a. As required under California Education Code 87663, tenured employees shall be evaluated at least once every three academic years.

- (1) Every three years the tenured faculty evaluation process will alternate between a Comprehensive Evaluation (utilizing Forms A, B, C and/or D, E, and F) and a more streamlined (Focused Evaluation) process (where Form F is not required). For tenured faculty, additional evaluations and/or the Comprehensive Evaluation will be conducted in lieu of the streamlined evaluation if the peer evaluator, the supervising Dean, and the Vice President of Academic Affairs agree it is warranted.

- (2) Contract (tenure track) faculty will undergo a Comprehensive Evaluation during each year of the four-year tenure process (utilizing Forms A, B, C and/or D, E, and F). Following the four-year tenure process, all of the peer evaluators and administrators involved in the review of the tenure track faculty will meet to provide input to administration regarding tenure.

b. Pre-observation Meeting

- (1) The peer evaluator and/or administrator, and the individual being evaluated 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. In the case of non-instructional faculty (counselor, librarian, director, coordinator), rather than observing classes, the evaluators may schedule observation/interview/survey dates and timelines.

- (2) During a Comprehensive Evaluation, Form F and a sample of course materials are to be prepared/completed by the faculty member and submitted to the peer evaluator by an agreed to due date.

c. Observations

(1) Instructional Faculty:

- a. The peer evaluator and/or the administrator will observe at least one of the instructor's classes. The classes to be observed will be mutually agreed upon. If the instructor teaches any correspondence courses, the I.S.P. Director will work with the peer evaluator to choose three representative samples of correspondence coursework to evaluate. The instructor will also choose three representative samples of coursework to be evaluated in lieu of an in-person observation.

- b. The evaluator(s) will summarize their observations using Form B.
- (2) Non-instructional Faculty:
 - a. The evaluator may conduct an interview with the counselor, librarian, director, or coordinator to clarify objectives as they relate to the individual or the management of the facility.
 - b. The evaluator may observe counseling/student appointments/staff for a period of time as appropriate (pending student/staff agreement).
- d. Student Evaluations
 - (1) Each regular (tenured) full-time instructional faculty member will administer the student evaluations (Form C) in all classes taught during the quarter that the faculty member is being evaluated. In addition, student evaluations will be conducted in at least one course per modality each academic year. Results will then be compiled, reviewed, and summarized.
 - (2) During the probationary period, each contract (tenure-track) full-time instructional faculty member will administer student evaluations (Form C) in at least one course per modality each quarter.
 - (3) For counselors, librarians, directors, and coordinators student evaluations (Form D or other content appropriate survey) will be conducted using a random sample of students or staff served. Staff and the public may be surveyed for additional evaluation information. Results will then be compiled, reviewed, and summarized. 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. Evaluations Write-Up
 - (1) Once the information used for evaluation has been collected, the peer evaluator and administrator will collaborate to discuss evaluation data from current and past quarters and jointly complete the appropriate sections of Form A and E (where applicable).
 - a. In the Evaluation Summary and Recommendation section on Form A, the evaluation team may choose to identify areas that the faculty member should consider improving upon before their next scheduled evaluation.
 - b. If the final recommendation on Form A by the peer evaluator and administrator results in a **Needs Improvement** and/or a **Does Not Meet Expectations** performance evaluation, then a remediation plan addressing noted deficiencies and areas needing improvement will be developed by the entire team and attached to the evaluation packet.
 - c. A **Needs Improvement** and/or **Does Not Meet Expectations** performance evaluation on the most recent evaluation may 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. Faculty participation in an Excellence in Teaching Workshop may also be an appropriate method for remediating deficiencies in instruction.

- d. If the peer evaluator and administrator do not agree on the final recommendation, then the evaluation documents will be reviewed by the Vice President of Academic Affairs for final resolution.
 - f. Summary Meeting
 - (1) The evaluation team members will meet a final time to review and discuss the outcomes of the evaluation with the faculty member being evaluated. 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).
 - a. The date of the next evaluation will be set by the evaluation team.
 - b. All evaluation materials are to be presented to the faculty member being evaluated. The cover sheet needs to be signed by all parties. The faculty member being evaluated is not required to agree with the recommendations. A faculty signature indicates an awareness of the evaluation report only. If the faculty member being evaluated does not agree with any portion of the evaluation, they may submit a written statement indicating areas of disagreement that will be attached to the evaluation report.
 - g. Record Keeping
 - (1) Copies of evaluation materials will be given to the faculty member and submitted for inclusion in the faculty member's personnel file.
 - (2) Evaluation materials and recommendations will be forwarded to the Vice President of Academic Affairs for review and signature before submission to the Human Resources Office.
2. Evaluation Process for Part-time Faculty
- a. As required under California Education Code 87663, temporary employees shall be evaluated within the first year of employment. Thereafter, evaluation shall be at least once every nine regular quarters the employee has worked. In addition, student evaluations will be conducted in at least one course per modality each academic year taught.
 - b. After the instructor is notified of a pending evaluation, a date and time for a classroom visit with either an administrator or peer evaluator will be agreed upon. The administrator or the peer evaluator may also choose to conduct a pre-observation meeting where the various aspects of the

evaluation process can be explained. The peer evaluator is an individual that has appropriate expertise in teaching, counseling, or directing. A professional in the field who can provide technical expertise may be consulted when necessary. Part-time faculty may be evaluated by an Associate Level II part-time faculty member of a different discipline. The individual being evaluated may request 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 in selecting a peer evaluator exist, The Vice President of Academic Affairs will decide in consultation with the Academic Senate President.

- c. The evaluator will observe at least one of the adjunct faculty member's classes and complete Form B. If the instructor teaches any correspondence courses, the I.S.P. Director will work with the peer evaluator to choose three representative samples of correspondence coursework to evaluate. The instructor will also choose three representative samples of coursework to be evaluated in lieu of an in-person observation.
- d. Student evaluations (Form C) will be administered in all classes taught during the quarter that the full-time faculty member is being evaluated and filed for consideration in the evaluation process. Student evaluations (Form C) will be administered in each of the classes being observed by the evaluator in the part-time evaluation process.
- e. In the Evaluation Summary and Recommendation section on Form A, the evaluator(s) may choose to identify areas that the faculty member should consider improving upon before their next scheduled evaluation.
- f. If the peer evaluator feels that the part-time faculty member does not satisfactorily meet institutional standards, then the evaluation results will be reviewed by the appropriate Dean and Department Lead for final determination. A remediation plan may be developed where appropriate. Faculty participation in an Excellence in Teaching Workshop may also be an appropriate method for remediating deficiencies in instruction.
- g. The evaluator(s) will meet with the part-time faculty member to discuss the results of the evaluation, review evaluation documents, and sign the cover sheet to the evaluation packet. The individual being evaluated is not required to agree with the recommendations. The instructor may, at their discretion, attach written comments indicating areas of disagreement.

- h. All evaluation paperwork will be forwarded to the Vice President of Academic Affairs and the appropriate Dean and Department Lead for review. The part-time faculty member will receive a copy of all completed evaluation documents. Evaluation documents will then be submitted to the Human Resources Office for inclusion in the part-time faculty member's personnel file.

LAKE TAHOE COMMUNITY COLLEGE
EVALUATION COVERSHEET

The following evaluation materials have been completed for the following individual:

Name: _____ Date: _____

Current Contract Status: ☐ Adjunct ☐ Contract I ☐ Contract II ☐ Contract III ☐ Tenured

CONTENTS:

| | <u>Completed</u> | |
|--|--------------------------|--|
| Summary and Recommendations: Form A | <input type="checkbox"/> | |
| Observation Evaluation: Form B | <input type="checkbox"/> | |
| Student Evaluation(s): Form C or D | <input type="checkbox"/> | |
| Form E (For full-time faculty only) | <input type="checkbox"/> | <u>N/A</u> <input type="checkbox"/> |
| Form F (For full-time faculty on Comprehensive Review only) | <input type="checkbox"/> | <u>N/A</u> <input type="checkbox"/> |
| Copies of each provided to faculty member | <input type="checkbox"/> | |

Signature: Administrator

Signature: Peer Evaluator

Signature: Instructor *

Signature: V.P. of Academic Affairs or Student Services

***Instructor signature indicates awareness of this report only, but does not necessarily imply agreement.**

As a recipient of this evaluation, I wish to exercise my option to comment on any portion of this evaluation (see separately attached page).

Yes ☐ No ☐

LAKE TAHOE COMMUNITY COLLEGE

EVALUATION SUMMARY AND RECOMMENDATIONS

Individual Being Evaluated: _____

SUMMARY OF EVALUATIONS:☐**Exceeds Expectations.**

Regular evaluation and review helps the College achieve and maintain high quality instructional programs. Evaluation is a constructive process intended to help the faculty member continually improve.

- 1.
- 2.
- 3.
- 4.

☐**Meets Expectations.**

Regular evaluation and review helps the College achieve and maintain high quality instructional programs. Evaluation is a constructive process intended to help the faculty member continually improve.

- 1.
- 2.
- 3.
- 4.

See Next Page

☐ **Needs Improvement.**

The attached Remediation Plan requires that the individual meet the following requirements or appropriately address:

- 1.
- 2.
- 3.
- 4.

☐ **Does Not Meet Expectations.**

The attached Remediation Plan requires that the individual meet the following requirements or appropriately address:

- 1.
- 2.
- 3.
- 4.

FORM BLAKE TAHOE COMMUNITY COLLEGE
OBSERVATION EVALUATION

Individual Being Evaluated: _____ Date of Observation: _____

Evaluator: _____

Type of Evaluation: (Please indicate if the observation was Non-Instructional or for a Face to Face, Online, or Correspondence course)☐ NI ☐ FF ☐ O ☐ C ☐ EVE Course Name: _____**Note:** The following list of best practices is to be used as a guide when evaluating full-time and part-time faculty, but the greatest benefit to those being evaluated comes from specific appraisals and recommendations.**1. Summary of Observations**

| | Observed | Not Observed | NA |
|---|--------------------------|--------------------------|--------------------------|
| a. Lesson objectives were made clear | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. The individual's presentation/lesson plan was well organized | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Delivery methods were varied and appropriate to content | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d. The individual: | | | |
| (1) set a pace appropriate to content and student needs | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) challenged students to perform at a collegiate level | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (3) encouraged critical thinking and analysis of students | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (4) took appropriate steps to improve student understanding/success | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (5) was professional and respectful | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (6) was engaged and responsive to student needs. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| e. All courses have a published and maintained Canvas (or other approved LMS) shell (with the exception of correspondence courses not offered online) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

2. Please describe any notable areas where the individual excelled.
3. Please describe any areas where the individual could improve.
4. Please feel free to comment, clarify, or expand upon any of your observations.

FORM C

LAKE TAHOE COMMUNITY COLLEGE STUDENT EVALUATION OF INSTRUCTOR

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

Instructor: _____
Course Code: _____

Course Title: _____
Quarter and Year: _____

Directions: For each statement below, indicate the level at which you would agree or disagree and write the letter in the space next to each number.

A- Strongly Agree B- Agree C- Disagree D- Strongly Disagree E- Not Applicable

Instructor Evaluation:

1. _____ The course goals and expectations were made clear.
2. _____ The course material is presented clearly and effectively.
3. _____ The instructor's delivery of course material is varied and appropriate to the subject matter.
4. _____ The instructor is engaged and responsive to student needs.
5. _____ The instructor is respectful, approachable, and I feel free to raise questions.
6. _____ I feel I am being kept up-to-date on my progress in the class.

General Evaluation:

1. _____ LTCC staff helped to create a positive learning environment.
2. _____ The tutoring provided by LTCC helped improve my success in the course.
3. _____ The services provided by LTCC are helping me to meet my educational, vocational, or professional goals.
4. _____ The LTCC facility (where applicable) is clean, safe, welcoming, and contributes to a positive learning environment.
5. _____ The technology in this LTCC facility (where applicable) is sufficient to help me meet my educational, vocational, or professional goals.

The best thing about this instructor is:

If there was one thing I could change about the instruction I received, it would be:

Please provide any other feedback that will be helpful in evaluating this program, course or its instruction:

FORM D

LAKE TAHOE COMMUNITY COLLEGE STUDENT EVALUATION OF COUNSELOR, DIRECTOR, OR COORDINATOR

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

Instructor: _____
Course Code: _____

Course Title: _____
Quarter and Year: _____

Directions: For each statement below, indicate the level at which you would agree or disagree and write the letter in the space next to each number.

A- Strongly Agree B- Agree C- Disagree D- Strongly Disagree E- Not Applicable

Staff Evaluation:

1. ____ The individual is respectful and approachable, and I feel free to raise questions.
2. ____ The individual presented information clearly and effectively.
3. ____ The individual is helping me to reach my educational, vocational, or professional goals.
4. ____ The individual responds to my needs in a timely manner.
5. ____ The assistance I received was appropriate for my skill level.
6. ____ The individual helped me explore ways of resolving or minimizing problems which interfere with my academic or professional performance.

General Evaluation:

1. ____ LTCC staff help to create a positive learning environment.
2. ____ The services provided by LTCC help me to meet my educational, vocational, or professional goals.
3. ____ The LTCC facility (where applicable) is clean, safe, welcoming, and contributes to a positive learning environment.
4. ____ The technology in this LTCC facility (where applicable) is sufficient to help me meet my educational, vocational, or professional goals.

Please provide any other feedback that will be helpful in evaluating this individual:

Please provide any other feedback that will be helpful in evaluating this facility and its services:

FORM E**LAKE TAHOE COMMUNITY COLLEGE
FULL-TIME FACULTY EVALUATION**

Individual Being Evaluated: _____

Date: _____

Evaluator(s): _____

E=Exceeds Expectations M=Meets Expectations NI=Needs Improvement DM=Does not Meet Expectations NA=Not Applicable

| | | E | M | NI | DM | NA |
|--|--|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 1. Fulfillment of Professional Responsibilities (For Administrative Reviewer Only) | | | | | | |
| a. Adheres to the Faculty Code of Ethics | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Appropriately fulfills departmental duties | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Attends required meetings and performs committee duties | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d. Degree to which previous recommendations were addressed (if applicable) | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Performance Summary of Director/Coordinator (For Administrative Reviewer Only) | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| a. The individual addresses the needs of the facility: (Supplies, equipment type and quantity, scheduled maintenance, signage, resources, promotion materials, etc.) | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. The individual addresses the needs of the staff: (Current training, information dissemination, scheduling, etc.) | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. The individual helps to create a positive learning environment: (Individual is respectful, approachable, and responsive. Facility is clean, safe, welcoming, etc.) | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d. The individual provides resources that are current and useful: (Helps to explore ways of resolving or minimizing problems that interfere with programmatic goals) | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

To be completed for faculty on Comprehensive Review only.

| | | E | M | NI | DM | NA |
|---|--|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 3. Summary of Course Materials (For Peer Reviewer Only) | | | | | | |
| a. Syllabus contains appropriate materials | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Effective testing and/or performance evaluation methods are utilized | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Supplemental materials (handouts, AV, etc.) contribute to student learning | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d. All courses have a published and maintained Canvas (or other approved LMS) shell (with the exception of correspondence courses not offered online) | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Professional Competence (For Administrative Reviewer Only) | | | | | | |
| a. Commitment to professional competence, the profession/discipline, and the college (see self-assessment/Form F) | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

5. Comments, clarifications, or explanations for any of the above:

FORM F

LAKE TAHOE COMMUNITY COLLEGE

COMPREHENSIVE EVALUATION

Please use this form to aid evaluators in gaining information about your professional accomplishments which might not otherwise be known from other evaluation methods.

SELF-ASSESSMENT

- 1. Please list efforts undertaken since your last evaluation to improve professional competence, contribute to the profession/discipline, and contribute to the college. Or if this is your first self-assessment, please elaborate on how your experiences contribute to your professional competence, the profession/discipline, and the college.**

Examples are outlined below, but not all categories are required. In most cases a bulleted list will suffice, but be prepared to elaborate on these efforts during a post-observation meeting.

- A. Improvement of professional competence (for example: use of student learning data to improve course and program delivery, classes taken, conferences, workshops, seminars, site visits, trainings, etc.).
 - 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, etc.).
 - C. Contributions to the college (for example: committees you have served on over the last several years, club advisor, public presentations, holding leadership positions, etc.).
- 2. Provide a written evaluation/assessment of the level/degree to which you addressed the recommendations (if any) contained in your last evaluation.**

Appendix 7 – 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 who 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 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 152

ENG 211

D.4. Excellence in Teaching Workshop (ETW) and Excellence in Online Teaching Workshop (EOTW)

Excellence in Teaching and Excellence in Online Teaching Workshops are staff development activities that consist of 20 hours (10 hours each) of expert-led teaching improvement activities.

D.5. Advanced Excellence in Teaching Workshop (AETW) and Advanced Excellence in Online Teaching Workshop (AEOTW)

Advanced Teaching Workshops are staff development activities directed at adjunct faculty members who have completed Excellence in Teaching Workshops. They consist of 20 hours (10 hours each) of expert-led activities.

D6. Right of Assignment:

Defined in Education Code: [70902 \(B\)\(4\)](#).

Also defined as follows in Gov. Code 3540.1(m):

“‘Supervisory employee’ means an employee, regardless of job description, having authority in the interest of the employer to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to and direct them, or to adjust their grievances, or effectively recommend that action, if, in connection with the foregoing functions, the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment.”

Also, according to Cal PERB: 1000.00000 – SCOPE OF REPRESENTATION
1000.02085 – Management Rights:

“The direction of work force and determination of what work is to be performed by employees is a managerial prerogative, at the core of managerial control, and not subject to bargaining. However, the employer’s discretion to allocate work duties applies only to those tasks that are reasonably understood to be among the duties of the classification as established by the job description.”

D.7 Ancillary Duties:

“Defined as service in professional ancillary activities by persons employed under this section, including, but not necessarily limited to, governance, staff development, grant writing, and advising student organizations...” (Education Code: [87482.5](#))

D.8 Faculty on Special Assignment (FOSA):

FOSA are full-time faculty reassigned to a special project for conducting specific assignments outside of their regular assignment within a designated period of time. A unique list of duties and responsibilities for FOSA is developed in coordination with the Faculty Association and the District.

Appendix 8 – Excellence in Teaching Observation Form

LAKE TAHOE COMMUNITY COLLEGE

EXCELLENCE IN TEACHING OBSERVATION FORM

This form is to be completed by adjunct faculty to meet the classroom observation requirement for the Associate Program. The minimum requirement is two classroom observations and associated reflections. It is recommended that candidates observe at least one classroom within their field of expertise and one classroom outside their field of expertise. The value of these observations is driven home through the adjunct's reflections as recorded in this form. Please duplicate and complete this form for each observation and submit to the Instruction Office.

Instructor: _____

Date: _____

Course Observed: _____

SUMMARY OF CLASSROOM OBSERVATION

1. Did you note the use of any of the teaching techniques you learned about in the Excellence in training Workshop? Explain how at least one of these techniques was applied.

2. State how you might incorporate something you learned from this experience into your own teaching to strengthen your instruction skills.

Appendix 9 – Faculty Seniority List

Faculty Seniority List 2022/23

| # | Lname | Fname | Position | Teaching Area | PositionDate | Years of Service | Tenured |
|----|------------------------|-----------|---|---|--------------|------------------|----------|
| 1 | Thomas | Tracy | Academic Counselor | | 26-Aug-96 | 26 Years | Mar-00 |
| 2 | Green (Dr.) | Larry | Instructor | Mathematics | 19-Sep-96 | 26 Years | Mar-00 |
| 3 | Richardson | Steven | Instructor | CIS/Math | 06-Apr-98 | 25 Years | Mar-02 |
| 4 | Lukas (Dr.) | Scott | Instructor | Anthropology/Sociology | 17-Sep-98 | 24 Years | Mar-02 |
| 5 | Spina | Michael | Instructor | CIS/CAO/PE | 01-Jun-99 | 24 Years | Mar-03 |
| 6 | Armbrust | Bruce | Instructor | Mathematics/Physics | 13-Sep-99 | 23 Years | Mar-03 |
| 7 | Morris (Dr.) | Walter | Instructor | Physical Education/Health | 13-Sep-99 | 23 Years | Mar-03 |
| 8 | Williams (Dr.) | Mark | Instructor | Music | 03-Jan-00 | 23 Years | Mar-04 |
| 9 | Thomas | Treva | Instructor | Business/CAO | 12-Sep-00 | 22 Years | Mar-04 |
| 10 | Kloss (Dr.) | Susan | Instructor | Biological Science | 11-Sep-01 | 21 Years | Mar-05 |
| 11 | Johnson | Tim | Instructor | PE/Health, Dance | 16-Sep-02 | 20 Years | Mar-06 |
| 12 | Marinelli-Laster (Dr.) | Beth | Academic Counselor/Learning Disability Specialist | | 16-Sep-02 | 20 Years | Mar-06 |
| 13 | Ellingford | Cristi | Academic Counselor | | 23-Aug-04 | 18 Years | Mar-08 |
| 14 | Kingsbury (Dr.) | Jon | Instructor | Accounting/Business | 13-Sep-04 | 18 Years | Mar-08 |
| 15 | Pierce (Dr.) | Sara | Instructor | Spanish | 13-Sep-05 | 17 Years | Mar-09 |
| 16 | Valentine (Dr.) | Scott | Instructor | Earth Science | 11-Sep-06 | 16 Years | Mar-10 |
| 17 | Tomolillo | Christina | Instructor | Psychology | 01-Sep-07 | 15 Years | Mar-11 |
| 18 | Cox (Dr.) | Cathy | Instructor | Physics/Math | 15-Sep-08 | 14 Years | Mar-12 |
| 19 | Yerian | Bryan | Instructor | Art | 15-Sep-08 | 14 Years | Mar-12 |
| 20 | Walker (Dr.) | Wynn | Instructor | Mathematics | 12-Sep-12 | 10 Years | Mar-16 |
| 21 | Ryland | Sean | Instructor | Chemistry | 16-Sep-15 | 7 Years | Feb-19 |
| 22 | Gangursky (Dr.) | Behnaz | Instructor | Biological Science | 14-Sep-16 | 6 Years | Mar-20 |
| 23 | Marquez | Sarah | Academic Counselor | | 03-Jan-17 | 5 Years | Feb-22 |
| 24 | Chu | Melanie | Director of Library & Learning Services | | 11-Sep-17 | 5 Years | Mar-21 |
| 25 | Ewing | Julie | Instructor | English | 13-Sep-17 | 5 Years | Mar-21 |
| 26 | Culp (Dr.) | Clinton | Instructor | Wilderness Education & Outdoor Leadership | 01-Jul-18 | 4 Years | Feb-22 |
| 27 | Goralski | Catalina | Instructor | Spanish | 01-Jul-19 | 3 Years | Contract |
| 28 | Greiner | Kellie | Director of Disability Resource Center/Learning Disability Specialist | | 12-Aug-19 | 3 Years | Contract |
| 29 | Tierney (Dr.) | Amber | Instructor | Sociology | 18-Sep-20 | 2 Years | Contract |
| 30 | Bergner | Nicole | Academic Counselor | | 21-Jul-21 | 1 Years | Contract |

Faculty Seniority List 2022/23

| # | Lname | Fname | Position | Teaching Area | PositionDate | Years of Service | Tenured |
|----|-------------|-------|--------------------|------------------------------|--------------|------------------|----------|
| 31 | Franz (Dr.) | Carl | Instructor | Biological Science/Chemistry | 08-Sep-21 | 1 Years | Contract |
| 32 | Cruz (Dr.) | Frank | Instructor | English | 08-Sep-21 | 1 Years | Contract |
| 33 | Davila | Sasha | Academic Counselor | | 06-Jul-22 | 0 Years | Contract |

Appendix 10 – Departmental Lead Reassigned Units

Department Lead Compensation Model Revisions for 2021-2023

Background:

Prior to 2013, there was no process in place for establishing and revising the level and distribution of Department Lead compensation. It is not known how workload levels were determined historically, and one can only speculate that it was likely influenced by individual perceptions, relationships, and the quality of one's advocacy. The absence of a systematic mechanism to account for workload led to imbalances in the level and distribution of compensation. Through negotiations, the faculty contract was revised in order to better provide for an equitable level and distribution of workload compensation for Department Leads. Those changes went into effect during the 2013-14 academic year, and they were scheduled to be revisited every three years. It was further agreed to at that point that a three-year average would be used to calculate Department Lead compensation. Lastly, the negotiating teams recognized that they created an imperfect model, and that over time, the model should be improved upon.

At the start of the 2016-17 academic year, negotiating teams began working to collect the data necessary to run the calculations established in the previously negotiated model. Several problems arose. Recreating the results for the previous model proved challenging due to a change in the data management system, and it was also recognized that the previous model was not accurately capturing the work performed by department leads, nor did it treat all departments similarly. The decision was made to adjust the model to better represent departmental workloads, to ensure that every department was treated similarly under the model, and to ensure that the calculations used in the model were repeatable and easy to use given data available. The primary goal of negotiations was to establish a sustainable, transparent, and systematic process for determining a more equitable level and distribution of Departmental Lead compensation beginning in the 2018-19 academic year. These model calculations were revisited in 2021 using the same set of assumptions.

During negotiations in academic year 2021-22, through mutual agreement, it was decided that, effective July 1, 2022, for implementation beginning in the spring of 2023, a two-year cycle of data would be used to establish a two-year set of department workload reassigned units. As such, the numbers enumerated here for 2021-22 will remain in place for the 2022-23 academic year. The next cycle of units for 2023-24 and 2024-25 will be calculated using 2021-22 and 2022-23 data.

This decision was made for several reasons: 1) to provide as much consistency as possible for faculty in terms of department workload units while 2) allowing the formula to respond in a more dynamic way to the data and 3) creating a cycle that responds with sensitivity to and allows for the removal of academic year 2020-2021 in the calculations, as this year is considered, as of 2022, to have been an anomaly due to the COVID-19 pandemic.

Model Specifics:

Department lead units will be assigned per the mutual agreement between the faculty member(s) and the District. It is the understanding of the District and the Faculty Association that the number of departmental lead units assigned to any department should not be static. The amount of work required to maintain the viability of a program should change along with the changes made in the department. As departments grow or shrink, adjustments should be made so that the amount of reassigned time for departmental duties reflects departmental changes and trends. It was agreed to previously that a three-year average would be used to calculate Department Lead compensation, and calculations would be run every three years to allow the district and its faculty to plan, budget, and schedule more effectively. If there were significant changes to departments within the three-year period, the negotiations process was designed to allow for a recalculation outside of the cycle.

It is assumed that this model will only apply to departments that have historically received department lead compensation, unless otherwise negotiated. Department lead units may not exceed 12 per department. Faculty may apply a maximum of 10 totally reassigned units toward the 48-unit contractual load. Reassigned units for the Director of the FEC, the Wilderness Director, the Student Learning Outcomes Coordinator, the Academic Senate President, the ISSI Academic Oversight role, and Faculty on Special Assignment are exempt from this 10 unit maximum.

The revised model uses the criteria outlined below to calculation workload compensation:

1. One unit of workload reassignment per year is assigned to each Department Lead.

Assumptions and Justification: Each department Lead is required to provide quality control per course, per modality within their department (including ISP and online). Department Leads are also required to submit a variety of institution reports (Annual Unit Plans, program reports, department plans, maintain departmental SLOs, perform budget reports, etc.). Department Leads are also required to perform a variety of miscellaneous department duties (administer and grade credit by examination exams, attend administrative meetings, handle disciplinary issues, etc.). It has been assumed that one unit of reassigned time should provide the compensation necessary for each Department Lead to perform the necessary functions to maintain viability of the department.

2. Number of adjuncts scheduled by the Department Lead per year x 0.25 = reassigned units.

Assumptions and Justifications: The 0.25 multiplier is used here (to convert the *number of part-time employees scheduled* into reassigned units) to represent 3 hours of work by the faculty lead per adjunct per year. Working with part-time employees represents the bulk of the workload for the faculty lead (outreach, communication of department goals/information, training, hiring/firing, etc.). The number of part-time employees scheduled (regardless of cancellations) is not to

include full-time faculty members, tutors, or instructional aides. As the number of individuals that a department lead oversees grows and shrinks, so should the associated workload.

3. Number of courses successfully run by the Department Lead per year $\times 0.04$ = reassigned units.

Assumptions and Justifications: The 0.04 multiplier is used here (to convert the *number of courses successfully run* into reassigned units) to represent 0.5 hours of work by the faculty lead per course per year. Faculty leads are required to perform a variety of functions associated with class scheduling (maintaining curriculum, modifying quarterly schedules, ordering books, developing 2- year projected schedules, managing program pathways, etc.). It is assumed that by using the number of classes successfully run, a reasonable amount of compensation will be awarded for completion of those duties. All concurrent and partially concurrent courses are counted as one course. Again, as the number of courses that a Department Lead schedules to fulfill the needs of the department grows and shrinks, so should the associated workload.

4. Number of laboratory contact hours scheduled in a lab facility by the department lead per year minus the number of staff hours scheduled to assist in the same facility $\times 0.002$.

Assumptions and Justifications: The 0.002 multiplier is used here (to convert the number of lab hours scheduled into reassigned units) to show that one unit of reassigned time should be awarded for every 500 lab hours scheduled in a facility by the Department Lead per year. Faculty leads are required to perform a variety of functions associated with maintaining a laboratory facility (ordering supplies, maintaining equipment, cleaning and organizing, ensuring a safe work environment, etc.). The amount of workload associated with each facility is directly proportional to the degree in which the facility is in use. The number of hours that a space is being used as an academic lab is used to calculate reassigned units for the Department Lead. Only lab contact hours (in courses successful run) are used in calculating yearly totals. Concurrent and partially concurrent courses are counted as one course. Some facilities require additional staffing resources. The number of hours of supplemental help in managing the facility is subtracted from the Department Lead's responsibilities and, thus, their compensation. As the amount of time scheduled in a lab facility changes, so should the associated workload.

5. For any departments scheduling and managing open labs, the following calculations will apply: For every 500 hours of scheduled open lab, with a minimum of 250 hours, 0.5 units will be added to the department lead units calculation. This includes the following lab spaces until otherwise negotiated: ART (2-D, 3D, and Photography) and DMA. (For clarification, 250-500 hours = 0.5 units; 501-1000 hours = an additional 0.5 units; etc.).

Assumptions and Justifications: The 0.002 multiplier is used here (to convert the *number of lab hours scheduled* into reassign units) to show that one unit of reassigned time should be awarded for every 500 lab hours scheduled in a facility by the Department Lead per year. Faculty leads are required to perform a variety of functions associated with maintaining a laboratory facility (ordering supplies, maintaining equipment, cleaning and organizing, ensuring a safe work environment, etc.). The amount of workload associated with each facility is directly proportional to the degree in which the facility is in use. The number of hours that a space is being used as an *academic lab* is used to calculate reassigned time for the Department Lead. Only lab contact hours (in courses successfully run) are used in calculating yearly totals. Concurrent and partially concurrent courses are counted as one course. Some facilities require additional staffing resources. The number of hours of supplemental help in managing the facility is subtracted from the Department Lead's responsibilities, and thus their compensation. Open labs need to be staffed and scheduled to fulfill the needs of the department. Additional compensation is allocated to meet the unique requirements of managing an open lab. As the amount of staffing in a lab facility changes, so should the associated workload. The departments with additional staffing resources for the most recent 3-year period are listed below:

17/18:

ART 2-D: $15,174.68/15.51 = 978.38$ hours per year

ART 3-D: 40 hr/week/44 weeks art tech. = 1760 hours per year

BIO: 32 hr/week/38 weeks science tech. = 1216 hours per year

CHM: 28 hr/week/38 weeks science tech. (80%) = 851.2 hours/year

PEF: $15,099.89/15.51 = 973.56$ (30%) = 292.07 hours per year

PHY, PHS: 28 hr/week/38 weeks science tech. (20%) = 212.8 hours per year

18/19:

ART 2-D: $11,185.90/16.05 = 696.94$, $4,559.75/15.25 = 299$ == 995.94 hours per year

ART 3-D: 40 hr/week/44 weeks art tech. = 1760 hours per year

BIO: 32 hr/week/38 weeks science tech. = 1216 hours per year

CHM: 28 hr/week/38 weeks science tech. (80%) = 851.2 hours per year

PEF: $16,507.18/15.82 = 1043.44$ hours per year (30%) = 313.05 hours per year

PHY, PHS: 28 hr/week/38 weeks science tech. (20%) = 212.8 hours per year

19/20:

ART 2-D: $16,668.05/16.53 = 1,008.35$ hours per year

ART 3-D: 40 hr/week/44 weeks art tech. = 1760 hours per year

BIO: $8,664.84/16.95 = 511.2$, 28 hr/week/12 weeks = 336 == 847.2 hours per year

CHM: 28 hr/week/38 weeks science tech. (80%) = 851.2 hours per year

PEF: $9,864.72/15.75 = 626.33$, $2,412.25/12 = 201.02$ == 827.35 (30%) = 248.2 hours per year

PHY, PHS: 28 hr/week/38 weeks science tech. (20%) = 212.8 hours per year

Full-time Faculty Department Lead vs. Directors:

A Department Lead is a full-time faculty member that assumes additional responsibilities in order to maintain the viability of an academic department. This may differ from the responsibilities of a Director or Coordinator of a facility or program. For these reasons, Directors and Coordinators are not included in the calculations. The following is a list of Fulltime Faculty positions that have been excluded from this model:

| | |
|---|---|
| Student Accessibility Services Director | ISSI Academic Oversight |
| Fitness Education Center Director | Director of Library and Learning Services |
| Lead Counselor | Director of Wilderness Education and Outdoor Leadership |

Other Considerations When Performing Calculations:

1. The calculated totals for departmental workload compensation are rounded to the nearest quarter unit.
2. Based on departmental data provided in Colleague, a three-year average (2017-2020) was used to provide workload compensation units for the next period (2021-2023). The calculations can be rerun at any point to keep track of departmental trends; however, effective July 1, 2022, the calculations will move to a two-year cycle (units for 2023-25 will be calculated using 2021-23 data).
3. Courses associated with the Athletic Department and the six courses associated with the FEC were not included in calculating PEF data. PET and PEH were included.
4. Academic courses scheduled in the Gym, the G3- PE lab, and the Dance Studio were used in the lab facility calculations for PEF.
5. A yearly average was used to calculate open lab hours for the following:
ART: 2000 hours (2-D lab: 250 hours; 3-D lab: 1400 hours; Photo lab: 350 hrs)
DMA: 300 hours

Proposed 2021-2022 and 2022-2023 Department Lead Compensation:

| SUBJECT | SUBJECT TITLE | | |
|---------------------|---|--------------------|--------------------|
| | | 2018-2021 Units | 2021-2023 Units |
| ANT | Anthropology | 3 | 2 |
| ART | Art | 10 | 10 |
| BSN/ECO | Business/ Economics | 4.5 | 4.75 |
| BIO | Biology | 6.25 | 8.75 |
| CHM | Chemistry | 3.5 | 3.25 |
| DMA | Digital Media Arts | 3 | 3.25 |
| ENG | English | 7 | 6.75 |
| EVS/GEG/GEL/PHS/CIS | Earth Sciences (2020 change due to EVS & CIS) | 4.25 | 5.5 |
| HIS/POL | History and Political Science | 3.25 | 3 |
| MAT | Math | 7.75 | 6 |
| MUS | Music | 5 | 5 |
| PEF | Physical Education | 13.5 | 11.75 |
| PHY/PHS | Physics | 2.5 | 2.5 |
| PSY | Psychology | 3.75 | 4.75 |

| | | | |
|-----|---|-------|------|
| SOC | Sociology (2020 change due to SOC hire) | 0 | 3.25 |
| SPA | World Languages | 4.5 | 6.5 |
| | Total Units | 81.75 | 87 |

Conclusion:

In addition to the Department Lead Compensation Model conclusions outlined above, the Faculty Association and the District agree that the greatest value of a full-time faculty member to students and to the College is when they are providing instruction through direct student contact in the classroom. However, many non-instructional programmatic and departmental duties require the expertise of a full-time faculty member. An appropriate balance must be achieved to realize the maximum benefit for students, departments, and the college.

For this reason, a maximum of twelve (12) department lead duties may be assigned, even in the event that the calculation exceeds that amount. The District and the Faculty Association agree to reassess the department needs should the calculations regularly exceed twelve (12) units. Additionally, a maximum of ten (10) reassigned units can be applied towards a full-time faculty member's contractual load (excluding the roles of Director of FEC, Wilderness Director, Academic Senate President, Student Learning Outcomes Coordinator, the ISSI Academic Oversight role, and Faculty on Special Assignment). Any reassigned units in excess of ten can be reallocated to another individual within the department or paid out at an overload rate.

The Faculty Association and the District believe that collectively the above proposal achieves our shared goal of providing an equitable level and distribution of compensation for the duties associated with being a Department Lead. The District and faculty now have the means to regularly review overall workload for every department (regardless of full-time faculty presence) for the purpose of allocating compensation where it is deemed appropriate. Future negotiating teams will revisit this model (and its effectiveness) to recalculate the amount of Department Lead Compensation once every two years or when necessary.

Appendix 11 – Agreements and Memorandum of Understandings

Lake Tahoe Community College District Tentative Agreement June 2, 2022

The following agreement will conclude negotiations between the Lake Tahoe Community College District (“District”) and the Lake Tahoe Community College Faculty Association (“Association”) for the 2021-22 year, thus resulting in a three-year (2022-2025) collective bargaining agreement.

Both parties agree that there may be Memoranda of Understanding (MOUs) still discussed and agreed upon in the 2021-2022 academic year and in subsequent years.

The parties agree that during the 2022-23 academic year (for the 2023-24 year), only the following three topics will be opened for discussion:

1. Article 5.4: Full-time non-instructional faculty as it pertains to the number of hours of work allowable to be completed off campus;
2. Article 5.10: Department Lead Units regarding the formula calculation as it pertains to lab-related units; and
3. Article 11: Faculty Evaluations and the accompanying Appendix 6, to address Diversity, Equity, Inclusion, and Access (DEIA) as part of the faculty evaluation process.

During the 2023-24 academic year (for the 2024-25 year), only salary and health and welfare for full-time faculty and salary for part-time faculty will be automatically opened for negotiation.

The entire collective bargaining agreement will be open during negotiations in the 2024-25 academic year for the next contract cycle which begins July 1, 2025.

Compensation Package:

2022-2023:

Effective July 1, 2022:

- The Faculty Salary Schedules will be modified to show a 2% on-going salary increase effective July 1, 2022.
- The Part-Time Faculty Salary Schedule will be modified to show a 2% on-going salary increase effective July 1, 2022.
- These salary increases will be applied on top of the 5% across-the-schedules salary increase approved by the Board of Trustees in Resolution 13 on [May 10, 2022](#), for a total of a 7% increase.
- The District will maintain the current H&W cap of \$18,456.
- Department workload units, which were recalculated for the 2021-22 academic year based on 2017-2020 academic year data, will remain the same for the 2022-23 academic year.
- Beginning in the spring of 2023, department workload units will be recalculated at the end of each 2-year period using the previous 2 years of data. The department

workload units for the 2023-2025 academic years will be based on the 2021 - 2022 and the 2022 2023 academic years' data. The academic year 2020-2021 will not be included in department workload calculations moving forward.

Negotiations in Preparation for the 2023-24 Year:

- Article 5.4, Article 5.10, and Article 11 with Appendix 6 will be the only reopeners discussed during 2022-2023 negotiations for consideration to be effective July 1, 2023, or later.

2023-2024:

Effective July 1, 2023:

- The Faculty Salary Schedules will be modified to show an on-going salary increase equal to the cost-of-living increase approved by the Governor in the final budget, effective July 1, 2023.
- The Part-time Faculty Salary Schedule will be modified to show an on-going salary increase equal to the cost-of-living increase approved by the Governor in the final budget, effective July 1, 2023.
- The District will maintain the current H&W cap of \$18,456.

Negotiations in Preparation for the 2024-2025 Year:

- The topic of salary and health & welfare for all full-time faculty members will be automatically reopened.
- The topic of salary for all part time faculty members will be automatically reopened.
- No other articles will be opened for negotiations in 2023-24 for the 2024-25 year, but MOUs may be negotiated.

2024-2025:

Effective July 1, 2024

- Total Compensation (including Salary and Health & Welfare) will be negotiated in 2023-24 to be effective July 1, 2024.

Negotiations in Preparation for the 2025-26 Year and Beyond

- Negotiations in 2024-2025 will focus on the full collective bargaining agreement for the next contract cycle.

Collective Bargaining Agreement 2022-2025

- Agreed upon changes to the current (2019-2022) collective bargaining agreement.

Michelle Risdon, Ph.D. Date
Vice President of Academic Affairs

Michael Spina Date
Faculty Association President