

Truckee Meadows Community College
NFA Contract

The parties to this agreement are the Board of Regents of the University and Community College System of Nevada (UCCSN) acting on its behalf and on behalf of the Truckee Meadows Community College (TMCC), (collectively and individually "administration"), and the Truckee Meadows Community College Nevada Faculty Alliance, hereinafter called TMCC-NFA (the "union").

PREAMBLE

The intent of both parties in carrying out their responsibilities is to promote the quality and effectiveness of education at TMCC and to establish an orderly procedure for the resolution of differences between the UCCSN and the faculty who are members of the bargaining unit. These objectives are best accomplished by a good faith, cooperative and collegial relationship in the System. This Preamble being a statement of intent is not subject to the grievance procedures contained in this Agreement.

**ARTICLE 1
RECOGNITION**

The UCCSN hereby recognizes that the TMCC-NFA has been elected as the sole and exclusive representative for purposes of collective bargaining activities as described in the Board of Regents Handbook for all professional employees (including but not limited to the instructional, counseling, and library faculty) employed by TMCC in the professional service of the System for a period exceeding six months at .50 FTE or more, but excluding adjunct faculty members and administrators.

**ARTICLE 2
ASSOCIATION PREROGATIVES AND RESPONSIBILITIES**

2.1 Non-Discrimination.

- (a) Both the UCCSN and the TMCC-NFA agree that the provisions of this Agreement shall be applied uniformly to all members of the bargaining unit as applicable. The UCCSN agrees that it will not discriminate against any member of the bargaining unit with respect to hours, wages, or any other terms and conditions of employment as described in the Board of Regents Handbook and in this Agreement by reason of membership in the TMCC-NFA, participation in any lawful activities of the TMCC-NFA, or any grievance, complaint or proceeding under this Agreement.

Truckee Meadows Community College
NFA Contract

- (b) The TMCC-NFA agrees that it will represent all members of the bargaining unit fairly and without reference to membership in TMCC-NFA. TMCC-NFA asserts that membership in the TMCC-NFA is not compulsory and that members of the bargaining unit have the right to join or not join the TMCC-NFA as each may decide: neither TMCC-NFA nor UCCSN shall coerce or discriminate against any faculty member in the exercise of such right.

2.2 Contract Administration Training/Attendance at Conventions.

TMCC-NFA shall have a total of up to twenty (20) working days paid leave per year to be distributed by TMCC-NFA to delegates to attend contract administration/training conventions. Participation by any one individual will not exceed five (5) working days per year. Each person who will be absent has the responsibility to arrange for a qualified replacement and TMCC shall not be liable for any compensation for the replacement. TMCC-NFA shall provide fifteen (15) working days notice to the President of TMCC, or designee, and to the supervisor of the individuals who are seeking to attend such programs and the identity of the replacements. It is expected that the President, or designee, will approve such requests or present reasons for denial to the faculty member.

**ARTICLE 3
SALARY**

3.1 Definitions.

As used in this article:

- (a) The academic year shall be defined by the **academic calendar** as approved by the President following the timely recommendation of the Faculty Senate and the Vice President for Academic Affairs. The academic year shall include a period prior to the beginning of instruction and a period following the conclusion of examinations in the Fall and Spring semesters as specified in the academic calendar.
- (b) Salary will be governed by the basic concepts of the Community College Faculty Salary Plan and the Community College Academic Salary Schedule as established in the Board of Regents Handbook.

3.2 Placement.

- (a) The Community College Academic Salary Schedule shall govern the placement of a new faculty member on the salary schedule. As specified in the Community College Academic Salary Schedule, "Initial placement for new faculty will be made according to the degrees obtained, related work and teaching experience." **Original placement made upon contract start date can be adjusted following appropriate verification of academic credentials within 30 calendar days from the effective date**

Truckee Meadows Community College
NFA Contract

of employment to establish teaching and related work experience. An equitable system for initial placement shall be developed by the administration and published in the administrative manual.

- (b) Consideration will be given to authorizing a higher salary in order to attract an applicant with special qualifications in areas predefined as difficult to recruit or to compete with external market rates. Faculty senate and/or Human Resources will agree to and designate difficult to recruit positions to be approved by the President and the Board of Regents on a biennial basis. The President will make the final determination on initial salary placement.
- (c) At the time of hiring, faculty shall be assigned to "A", "B" or "B+" contracts at the discretion of the administration.

Workdays in a "B" contract may be assigned by administration throughout the calendar year following agreement with the faculty member. In the absence of agreement between administration and the faculty member, the matter shall be taken to the appropriate division, the Library, or the appropriate department of the Student Services Division, as the case may be, for a suggested resolution. In the absence of consensus including administration, assignments shall be made by administration.

- (d) Existing faculty shall be paid according to the Community College Academic Salary Schedule contained in the Board of Regents Handbook.

3.3 Additional Compensation.

Compensation for any work in addition to the "B" contract shall be determined in one of the following ways:

- (a) If additional work is based upon a fixed number of days as determined by administration after consultation with the faculty member, the following formula will be used.

$$\frac{\text{Faculty member's base salary}}{172 \text{ days}} = \text{daily rate}$$

The daily rate multiplied by the number of days beyond the "B" contract shall equal the additional compensation.

- (b) If the additional work is based upon completion of a project or assignment and not on a fixed number of days, compensation shall be computed as overload with one (1) credit equaling thirty-five (35) hours of work .

Truckee Meadows Community College
NFA Contract

3.4 Additional Assignments and Special Projects.

- (a) In order to meet assignments or meet division obligations “A” contracts or additional days beyond the “B” contract may be required for counselors, librarians and other faculty. The number of additional days shall be mutually determined by the faculty member and administration. If no agreement is reached between the faculty member and administration, the matter shall be taken to the Library, the appropriate department in the Student Services Division, or other division, as the case may be, for a suggested resolution. In the absence of consensus including administration, assignments shall be made by administration.
- (b) A description shall be disseminated to all eligible employees via e-mail when a **special project or assignment** is identified or when additional assignments are needed during winter or summer breaks. Faculty interested in special assignments are responsible for checking their e-mail accounts. In order to provide that members of the faculty learn of projects or assignments, such descriptions shall be **announced a minimum of ten (10) working days prior to the decision to hire.** The appropriate TMCC administrator shall make a decision and inform all applicants. If the additional work is based upon completion of a project or assignment, and not on a fixed number days as determined by the administration after consultation with the faculty member, compensation will be subject to agreement between the faculty member and TMCC utilizing the procedure cited in 3.3(b) of this Agreement.

3.5 Movement on the Salary Schedule

Provisions for movement within the Community College Academic Salary Schedule are provided in the Board of Regents Handbook. UCCSN has provided in the Community College Salary Schedule equivalency standards which would permit faculty to move on any Column 1 through 5 based on, but not limited to, appropriate experience, CEUs, contact hours or other qualifications other than a degree.

3.6 Changes in the Salary Schedule

Any Cost of Living Adjustment (COLA) increases funded by the Nevada Legislature and/or established by the UCCSN for all community college faculty occurring before, during, or after ratification of this Agreement shall be incorporated into the Salary Schedule base for all employees covered by this Agreement.

3.7 Summer School.

- (a) Compensation for summer school shall be paid to members of the faculty in accordance with the provisions of the Board of Regents Handbook.
- (b) Faculty may teach up to eight credits in summer school. Additional credits may be taught under extenuating circumstances when recommended by the Department Chair and with the approval of the Dean and the appropriate Vice President.

Truckee Meadows Community College
NFA Contract

3.8 Workload

The approved TMCC faculty workload policy (See Appendix A) shall be considered part of this contract. This policy may be reviewed and renegotiated by mutual agreement of the NFA and Administration and amended by a memorandum of understanding to this contract at any time during the contract period.

**ARTICLE 4
BENEFITS**

4.1 General Provisions.

(a) The following benefits* shall continue according to their own terms unless otherwise addressed by this Agreement. Any subsequent increase or addition to benefits by the UCCSN applicable to all UCCSN faculty shall be applicable to all employees covered by this Agreement.

1. § 6 Compensated Outside Professional Service
2. § 7 Death Benefits
3. § 8 Leave of Absence Without Salary
4. § 9 Sabbatical Leave
5. § 12 Sick Leave
6. § 13 Annual Leave
7. § 14 Family and/or Medical Leave
8. § 15 Military Leave
9. § 16 Judicial Leave
10. § 17 Leave Records
11. § 29 Reduced Appointments for Tenured Faculty
12. § 30 Emeritus Status

*Title 4, Chapter 3, Board of Regents Handbook

(b) In addition to the programs described above, faculty members covered by this Agreement shall be eligible to participate in the System-wide plans as enumerated in Section 4.1(c) of this Agreement. **TMCC's bargaining unit shall be represented**

Truckee Meadows Community College
NFA Contract

on any System committee dealing with compensation and/or benefits which includes one or more academic faculty representatives. Whenever TMCC has the authority to select or recommend representatives to these committees, at least one TMCC representative on any such committee shall be a TMCC-NFA bargaining unit member and shall be a full member of such committee which includes, but is not limited to, the right to vote and to be reimbursed for related expenses.

(c) The details of each benefit are found in the UCCSN System office and summary descriptions are available in TMCC's Human Resources office.

1. Retirement: Defined Contribution Plan
2. Section 125 Plan
3. Optional Insurance Plans (Personal Accident, Supplemental Term Life, Cancer Care, Short-Term Disability, Long-Term Care and Auto-Homeowners/Renters)
4. Medicare Participation
5. Worker's Compensation Insurance
6. Unemployment Compensation Insurance
7. "Grant-In-Aid" Fee Waivers at all UCCSN Campuses
8. Employee Assistance Programs
9. Tax Sheltered Annuities
10. State Deferred Compensation Plan
11. Computer Loan Program
12. Holidays. The following system-wide legal holidays are provided members of the bargaining unit:

January 1	New Year's Day
3 rd Monday in January	Martin Luther King, Jr. Day
3 rd Monday in February	President's Day
Last Monday in May	Memorial Day
July 4	Independence Day
1 st Monday in September	Labor Day
Last Friday in October	Nevada Day
November 11	Veteran's Day
4 th Thursday in November	Thanksgiving Day
Friday following the 4 th Thursday in Nov.	Family Day
December 25	Christmas Day

13. Direct Deposit
14. Mileage Reimbursement
15. Safe Working/Learning Environment
16. Automatic Withdrawal

Truckee Meadows Community College
NFA Contract

4.2 Insurance Programs-Change in Funding or Cost

The UCCSN is part of the State Insurance Plan and agrees to make available group medical, vision, dental, life and other appropriate insurance programs as provided in that Plan and as funded by the Legislature. In the case of premium increases not matched by an increase in the appropriation from the legislature, or in the case of a reduction in the legislative appropriation, or in the case of decreased benefits available in the State plan, the TMCC administration will advocate to UCCSN to preserve the highest possible benefit levels at the lowest possible cost to unit members. In these situations, the UCCSN will also examine the feasibility of either adopting an alternative plan or supplementing the State plan with other available plans.

**ARTICLE 5
DEPARTMENT CHAIR RESPONSIBILITIES AND COMPENSATION**

5.1 Purpose and Scope

The Department Chair position at Truckee Meadows Community College exists as an academic faculty position. **Department Chairs will be members of the bargaining unit.** The Department Chair teaches students, provides leadership for the development and support of academic departments, manages departmental budgets, supervises support staff and reports directly to the appropriate dean of instruction. The Department Chair promotes faculty excellence by implementing equitable evaluation processes, encouraging professional development and advancing departmental goals.

5.2 Departmental Definition

An academic department is a group of academic/instructional disciplines reflected by the TMCC organizational chart. The organizational structure of departments will be determined by the administration with input from the Faculty Senate.

5.3 Authority and Responsibility

The department chair is responsible for the following:

- a. Supervision of coordinators assigned to the chair
- b. Provision of leadership for the development of curriculum and programs as needed in conjunction with faculty
- c. The Part-time Faculty Support Center will work with the Human Resource Department to develop applicant pools based on requests from departments who identify part-time faculty needs. Department Chairs will be responsible for reviewing, screening and recommending hire to the dean from this applicant pool.
- d. Propose, manage and monitor departmental budgets

Truckee Meadows Community College
NFA Contract

- e. Develop and validate departmental publications including the class schedule, course catalog, and program information pamphlets. This also includes assuring that departmental web pages are accurate and up-to-date.
- f. Establish and maintain a default book order list on an annual basis with assistance from the division staff, faculty and bookstore manager.
- g. Coordinate/oversee mentoring and evaluating part-time faculty.
- h. Conduct at least two regular department meetings per semester.
- i. With faculty input, define duties and class assignments of academic faculty positions as required.
- j. Perform the academic/instructional advisement of students, including course substitutions for degrees and certificates offered by their departments.
- k. Represent the department by working cooperatively with others in the organization to achieve departmental and college objectives.
- l. Serve as the first contact for part-time and full-time faculty for academic and other departmental instructional concerns.
- m. Meet with other department chairs as needed.
- n. Inform members of the department of upcoming summer school teaching opportunities in time for them to apply for these positions.
- o. Assist the Dean in evaluating full-time faculty as described in Article 9 of this contract and make recommendation to the Dean.
- p. Coordinate curriculum and program reviews as needed.
- q. Supervise and evaluate departmental classified staff.

Other duties may be assigned only if agreed upon by the Dean and the Department Chair.

5.4 Accountability

The Department Chair is accountable to the appropriate Dean of instruction and Vice President for Academic Affairs for all the responsibilities outlined in Article 5.3.

5.5 Appointment

In the final year of a Department Chair's term, the Dean will give notice of the opening and an election will be scheduled by April 1st of that academic year. Full-time, non-temporary academic faculty of the department shall elect by majority vote a tenured faculty member of the department as Department Chair. Faculty members have voting rights in one department as indicated by their current contracts (at least 50% of their teaching load must be assigned to that department). Individual departments may, upon majority vote of the members of that department, decide to allow a full-time faculty member who has been designated as a voting member of a different department, voting rights in their department (at least 40% of their teaching load must be assigned to that department). Once voting rights have been granted, they cannot be revoked. However, these agreed upon voting rights terminate at the end of each academic year. Faculty members acting in full-time administrative positions, that do not terminate during the term of the Department Chair, may not vote in the Department Chair election.

Truckee Meadows Community College
NFA Contract

Each academic department will establish policies and procedures for the election of Department Chairs. Individuals may be self-nominated, nominated by members of the department, or nominated by the Dean. Secret, closed balloting shall occur electronically or by physical ballots.

If the person elected to be Department Chair is unacceptable for reasons determined by the Dean, another election will take place. If the department is unable to elect an acceptable Department Chair by May 1st, the Dean, in consultation with the Vice President for Academic Affairs, will appoint a Department Chair. The Dean and Vice President shall select a faculty member from (in order of preference) the department or another department within the division, or college-wide.

The Department Chair will be elected for a three year term commencing July 1. If a Department Chair steps down for personal reasons or whose removal is approved by the President, an acting Department Chair will be selected by the Dean and approved by the Vice President for Academic Affairs for a term to be recommended by the dean but not to exceed the current academic year. An election will then be held for a new three year term. If an acting Chair is serving in place of a Department Chair on leave, the term of the acting Chair will end when the Department Chair returns or when the term of the Department Chair expires, whichever comes first. Acting Chairs, serving as leave replacements, will be chosen by the same election process as described above for Department Chairs.

There shall be no formal bar to re-election of a Department Chair, but there must be an election every three years.

Faculty members serving as Department Chair shall maintain all rights and privileges of the faculty.

5.6 Department Chair Evaluation

Chairs shall undergo a performance assessment annually by their supervisor, faculty and peers in their role as Chair. The scope of this evaluation shall be limited to performance as Chair and shall be conducted independently and concurrently with the regular faculty teaching evaluation process as described in Article 9. Chairs must receive at least a satisfactory evaluation for the Chair duties as defined in Article 5.3 to continue in the role as Chair. Unsatisfactory Department Chair evaluations can be appealed to the Vice President for Academic Affairs.

5.7 Department Chair Removal

At any time the Chair fails to perform the duties of the Chair satisfactorily or exhibits conduct that is prohibited by the UCCSN Code, the faculty member may be removed by the President, on the recommendation of the Dean and Vice President, from the role as Department Chair. If these conditions exist, provisions of Article 12.3 (b) of this contract do not apply and the Chair can be removed immediately. In addition, the faculty member could be subject to further disciplinary action as defined by the UCCSN Code. If a Department Chair is relieved of the administrative duties of Department Chair, the faculty

Truckee Meadows Community College
NFA Contract

member shall continue as a member of the faculty, with all rights and privileges of the faculty. If the change occurs during a semester so that the faculty member is unable to pick up a full teaching load, the faculty member will be given reassigned duties by the Dean.

5.8 Compensation

(a) Reassigned Time

Reassigned time for duties as Department Chair will be assigned in multiples of three credits for the academic year. Each chair will receive from 0-24 credits of reassigned time per academic year. The appropriate level of reassigned time will be determined by a Department Chair point system evaluation and an audit of departmental responsibilities. Changes to the assignment cannot be made without a formal departmental re-evaluation. Changes will be incorporated only at the beginning of the academic year. In some departments, it may be appropriate for additional faculty to assist with chair duties. In such a case, a Dean may appropriate a portion of the reassigned time to an additional faculty member in recognition of the shared effort.

The point system will be based on broad indicators of chair responsibility common to all departments. Other factors may be considered in the audit.

Factor: Full-time Faculty and Staff
 Definition: Total number of FTE faculty and staff (full-time)
 Indicator: This is an indicator of time spent in interactions, evaluations, scheduling and supervision.

POINT CALCULATOR

Full-time Faculty Equivalent	FTE Ranges							
	0-3	4-7	8-11	12-15	16-19	20-23	24-27	28-31
Points	0	1	2	3	4	5	6	7

Factor: Part-time Faculty
 Definition: Number of FTE part-time faculty
 Indicator: This is an indicator of time spent in hiring, interactions, evaluations, scheduling and supervision.

POINT CALCULATOR

Part-time Faculty Equivalency	FTE Ranges							
	0-3	4-7	8-11	12-15	16-19	20-23	24-27	28-31
Points	0	3	6	9	12	15	18	21

Truckee Meadows Community College
NFA Contract

Factor: Students
 Definition: Total student credit hours
 Indicator: This is an indicator of student interactions, course scheduling, and responsibilities. Measure of instructional activity. Number of credit hours x the annual number of related students.

POINT CALCULATOR

Student Credit Hours	(in thousands)							
	0-2.9	3-5.9	6-8.9	9-11.9	12-14.9	15-17.9	18-20.9	21-23.9
Points	0	1	2	3	4	5	6	7

Factor: Operating Budget
 Definition: All non-salary budget
 Indicator: This is an indicator of requisitions, budget development, budget management, etc.

POINT CALCULATOR

Expenses	(in thousands)								
	0-20	21-40	41-60	61-80	81-100	101-120	121-140	141-160	161+
Points	0	1	2	3	4	5	6	7	8

(b) Reassigned Time Calculations

REASSIGNED TIME CALCULATIONS	
Points Total	Credit Hour Release (per semester)
0-1	0
2-6	3
7-17	6
18-30	9
31+	12

(c) Monetary Compensation

Chairs will be compensated according to the following:

- Chairs will be placed on a 12 month faculty "A" contract and paid an additional 20% above the "B" contract. The Vice President for Academic Affairs may approve a B+ contract for a Department Chair at the request of both the Dean and Department Chair.

Truckee Meadows Community College
NFA Contract

- Chairs on an "A" contract will receive a \$5,000 stipend per year for their work as Department Chair.

5.9 Training

Department Chairs will receive training while under contract to develop competence in all areas of responsibility related to this position.

ARTICLE 6 DISCIPLINE COORDINATORS RESPONSIBILITIES AND COMPENSATION

6.1 Purpose and Scope

The discipline coordinator position at Truckee Meadows Community College is an academic faculty position. The discipline coordinator teaches students, provides leadership for the development and operation of the appropriate academic discipline.

In departments where the size and complexity warrant, the Department Chair and the Dean may recommend to the Vice President for Academic Affairs the need for discipline coordinators. Discipline coordinators will report to Department Chairs. Position descriptions and duties will be defined in the scope of work recommended to the vice president and may include (but not be limited to) the following representative duties:

- a. Provide a communication link between faculty, department chair and academic administrators
- b. Recommend a schedule of course offerings and faculty schedules to the department chair
- c. Meet regularly with the academic administrators and faculty chairs
- d. Facilitate group or program meetings
- e. Serve as a liaison to the Curriculum Committee
- f. Participate in new faculty orientation and faculty mentoring
- g. Make recommendations to the department chair and dean for the program design, development, and review process
- h. Make recommendations to the department chair and dean for the discipline review process
- i. Assist with new program development
- j. Under the supervision of the department chair, work with the Extended Day Services office to recruit, recommend for hire and evaluate part-time faculty
- k. Gather and disseminate advisory committee meeting minutes (if appropriate)

6.2 Accountability

The discipline coordinator is accountable to the appropriate Department Chair for all the responsibilities agreed upon in writing at the time of appointment.

Truckee Meadows Community College
NFA Contract

6.3 Appointment

When a discipline coordinator position opens, a description of the position shall be disseminated to all eligible employees via e-mail. Any faculty member may apply for this position. Descriptions of these positions shall be posted a minimum of fourteen (14) calendar days prior to any decision to hire. The Department Chair shall make a recommendation to the Dean for hire. Discipline coordinator positions shall last from inception to the end of the academic year and the appointment cannot be unilaterally revoked without cause.

6.4 Compensation of Discipline Coordinators

Compensation for discipline coordinators will be determined on a ratio of one credit of reassigned time to 35 hours or the addition of "plus days" for the semester. The total number of credits to be reassigned will be dependent upon the work to be done and determined by the Dean, and will be included in the announcement of the vacancy.

Other duties may be assigned to the discipline coordinator only if agreed upon jointly by the department chair and discipline coordinator.

**ARTICLE 7
PROGRAM COORDINATORS**

Program Coordinators will work on an "A" contract. Program coordinator positions become available due to programmatic or accreditation requirements. Program coordinators report to a Dean.

**ARTICLE 8
LEAD FACULTY RESPONSIBILITIES AND COMPENSATION**

8.1 "Purpose and Scope"

The Lead Faculty position will be assigned to departments where the enrollment, activities and personnel require department wide support for the chair to be able to be an effective academic leader. The position reports to the chair.

The Lead Faculty will have a renewable term of one year, unless terminated by the Department Chair or the dean. Position descriptions and duties will be defined in the scope of work recommended to the appropriate vice president and may include (but not be limited to) the following representative duties:

- a. Act in the chair position when appropriate
- b. Support the chair with scheduling issues involving faculty

Truckee Meadows Community College
NFA Contract

- c. Administer part-time faculty issues for the department: supervising, recruiting and hiring
- d. Resolve student issues (complaints and concerns) involving part-time faculty
- e. Coordinate assessment activities for the faculty
- f. Oversee program and discipline review in support of the chair
- g. Approve course substitution
- h. Oversee special student projects
- i. Evaluate part-time faculty
- j. Supervise student support activities assigned to the department
- k. Other duties agreed upon between the Department Chair and the Lead Faculty

8.2 Accountability

The Lead Faculty is accountable to the appropriate Department Chair for all the responsibilities agreed upon in writing at the time of appointment.

8.3 Appointment

When a Lead Faculty position opens, a description of the position shall be disseminated to all eligible employees via e-mail. All full-time faculty members in the department are eligible to apply for this position. Descriptions of these positions shall be posted a minimum of fourteen (14) calendar days prior to any decision to hire. The Department Chair shall make a recommendation to the Dean for hire. Lead Faculty positions shall last for a period of one academic year and the appointment cannot be unilaterally revoked without cause.

8.4 Compensation of Lead Faculty

Compensation for Lead Faculty will be determined on a ratio of one credit of reassigned time to 35 hours or the addition of "plus days" for the semester. The total number of credits to be reassigned will be dependent upon the work to be done and determined by the Dean, and will be included in the announcement of the vacancy.

ARTICLE 9 FULL-TIME FACULTY EVALUATION PROCESS

9.1 The Dean will be the final authority for full-time and permanent part-time faculty evaluations.

9.2 The Department Chair/Program Coordinator will coordinate the evaluation process and make recommendations to the Dean.

9.3 The process will begin with individual faculty members completing a standardized, self-evaluation form developed by the Faculty Senate and approved by the administration.

Truckee Meadows Community College
NFA Contract

9.4 Departments may use full-time faculty evaluation committees to read, verify, and make recommendations on full-time self-evaluations.

9.5 The Department Chair/Program Coordinator will complete a standardized evaluation form developed by the Faculty Senate and approved by TMCC-NFA and the administration for full-time faculty evaluations.

9.6 The Department Chair/Program Coordinator will then pass this evaluation form, the faculty member's self-evaluation form, and the committee's recommendations if applicable, to the Dean. The Department Chair/Program Coordinator will submit their own self-evaluation form, and the committee's recommendation, if applicable, to the Dean.

9.7 The Department Chair/Program Coordinator will conduct a classroom observation of each full-time faculty member once every three years. This will be done on a rotating basis so that one third of all the full-time faculty members in the department will be observed each year. The department will determine an appropriate methodology, approved by the Dean, to ensure the Department Chair/Program Coordinator, in their role as faculty, are observed in the classroom once every three (3) years.

9.8 The Department Chair/Program Coordinator will conduct a classroom observation and evaluation of all non-tenured, temporary and range-zero faculty once a year.

9.9 Deans will observe tenure-track faculty once a year.

9.10 Annual development plans may be used by the Department Chair/Program Coordinator incorporating recommendations made during the evaluation process to mentor faculty.

9.11 If a full-time faculty member receives an "unsatisfactory" rating, the evaluation for the following year will be conducted by the Dean.

ARTICLE 10
ADDITIONS TO WORK FORCE

10.1 Selection of Faculty.

- (a) Except under unusual circumstances, a new faculty position shall be advertised for at least thirty (30) calendar days on the web prior to the date the position is closed. The President may waive this requirement, but only after notice to the TMCC-NFA with the reasons for the waiver.
- (b) Except under unusual circumstances, a search committee will be utilized as described in Article 9.2 to hire tenure or tenure-track faculty. The President may waive this requirement, but only after notice to the TMCC-NFA with the reasons for the waiver.

Truckee Meadows Community College
NFA Contract

10.2 Faculty Screening Committee

- (a) A faculty screening committee shall consist of: a Department Chair or Program Coordinator, or their designee, (approved by the Dean) will serve as chair of the screening committee; four (4) other faculty members (three (3) from the division—two (2) of whom are from the same discipline as the vacant position if possible, and the fourth from outside the division); one (1) classified employee; and a representative from Human Resources or the Equity and Diversity committee who will *serve ex-officio and without a vote* and who has been trained in EEO compliance as well as procedures for conducting a search committee meeting. At the discretion of the committee, a community representative may also be included
- (b) Based on a review of qualifications, the screening committee will recommend up to three (3) candidates in rank order to the Dean. The Dean will review the recommendation and, if he or she concurs, recommend the top choice to the Vice President for appointment. If the Vice President does not concur with respect to the rank order, or to any particular candidate, this decision will be explained to the committee. If the President appoints one of the candidates recommended by the Vice President, the process is complete. If the President does not appoint the recommended candidate, the President will explain this decision to the Vice President, who will explain it to the committee. The committee will then, at its discretion, either recommend other candidates from the existing pool or choose to reopen the search.

**ARTICLE 11
PERSONNEL**

11.1 Complaints and Grievances regarding Annual Performance Evaluations.

- (a) It is in the best interests of the individual and TMCC that disagreements concerning the job performance of a member of the faculty covered by this Agreement be resolved quickly and informally. Faculty members who have reason to disagree with their annual performance evaluation may seek a meeting with their evaluator, and the evaluator shall agree to such a meeting for the purpose of discussing the evaluation. The faculty member shall request such a meeting within ten (10) working days of the receipt of the evaluation report. The faculty member may be accompanied by a TMCC-NFA representative if the faculty member so chooses. The faculty member shall notify the evaluator at the time the meeting is set if he or she will be accompanied by a TMCC-NFA representative. The evaluator may then choose to be accompanied by an administrative representative. Otherwise the meeting shall be limited to the faculty member and the evaluator. All participants at the meetings or hearings must comply with confidentiality requirements related to personnel matters.
- (b) If the faculty member is not satisfied with the results of the meeting with the evaluator, the faculty member may choose to submit a written statement to the

Truckee Meadows Community College
NFA Contract

evaluator clearly outlining the portions of the written evaluation they disagree with and the reasons for the disagreement. This statement shall be submitted within ten (10) working days of the meeting between the faculty member and the evaluator. The statement shall be attached to the faculty member's written performance evaluation and become part thereof.

- (c) In lieu of the attachment to the evaluation described in 11.1(b), the faculty member may choose to appeal the evaluation to the evaluator's supervisor. The faculty member shall submit the appeal to the evaluator's supervisor within ten (10) working days of the meeting with the evaluator, clearly outlining the portions of the written evaluation they disagree with and the reasons for the disagreement. The evaluator and the evaluator's supervisor and the faculty member shall meet within ten (10) working days of the faculty member's submission of the appeal or at a time that is mutually agreeable if schedules do not allow a meeting within ten (10) working days. The faculty member shall notify the evaluator's supervisor at the time the meeting is set if he or she will be accompanied by a TMCC-NFA representative. The evaluator's supervisor may then choose to be accompanied by an administrative representative. The evaluator's supervisor will revise or uphold the original evaluation based on his or her reading of the evidence. Both the faculty member's original appeal and the judgment of this appeal shall be attached to the original performance evaluation.
- (d) The process described in 11.1(c) may be repeated until the faculty member has had the opportunity to have his or her case reviewed by the appropriate Vice President. The results of the Vice President's review shall be final and shall become part of the evaluation documentation.

11.2 Unsatisfactory Evaluations of Tenured Faculty.

- (a) If a tenured faculty member covered by this Agreement has received a first unsatisfactory evaluation, the evaluator will, with the agreement of the faculty member, create a committee for the purpose of working with the faculty member to improve his or her performance. The faculty member shall choose one member of the committee; the evaluator shall choose another member. The two members thus chosen shall meet and choose a third member for the committee from an instructional discipline similar to the faculty member's. All members of the faculty support committee shall be contracted faculty holding appointments with tenure. All participants in the meeting or hearing must comply with confidentiality requirements related to personnel matters.
- (b) Faculty Support Committee Responsibility. The faculty support committee shall meet with the evaluator for the purpose of determining the basis for the unsatisfactory evaluation. The committee, with the cooperation of the evaluator, will prepare objectives to be met by the faculty member in regaining a satisfactory level of job performance. The faculty support committee shall then meet with the faculty member for the purpose of preparing a plan to meet the objectives the committee has developed. The faculty member shall be given the opportunity to

Truckee Meadows Community College
NFA Contract

suggest revisions to the objectives, and the committee shall decide whether these are appropriate. The plan will then be recommended to the evaluator for approval. The faculty support committee shall meet at least twice with the faculty member during the year following the first negative evaluation for the purpose of reviewing progress and offering assistance in meeting the objectives.

- (c) **Faculty Support Committee Report.** At the time for submission of the next annual performance review after the first negative evaluation, the faculty support committee shall submit a report to the Vice President, detailing the objectives that were established and the committee's evaluation of the faculty member's performance in meeting the objectives.

A copy of the faculty support committee's report shall be made available to the faculty member under review. A copy of the faculty support committee's report shall also be made available to the Dean. The Dean shall prepare the faculty member's evaluation.

- (d) In the event a tenured faculty member covered by this Agreement has received overall unsatisfactory ratings for two (2) consecutive years, the procedures established in the UCCSN Code shall apply and not the provision of Article 11 of this Agreement. In any such proceedings of the UCCSN Code, a tenured member of the faculty shall have the right to choose a TMCC-NFA representative as an advisor to accompany him or her at meetings and hearings and to receive copies of findings, recommendations and decisions.

**ARTICLE 12
RETRENCHMENT**

12.1 Financial Exigency Procedural Interpretations.

In the event a **financial exigency** is declared by the Board of Regents under the provisions of the UCCSN Code, affecting faculty members at TMCC, the provisions shall be implemented consistently in accordance with the following interpretations:

- (a) In order to assure sufficiently broad faculty representation on the ad hoc financial exigency committee, the president of TMCC agrees that the number of persons to serve on the committee, which shall be determined by the President in accordance with the UCCSN Code, shall be no fewer than eleven (11) in the case of a retrenchment that affects faculty members across the campus as a whole. The Faculty Senate shall appoint ½ of the members of the committee, one from each academic division, less the chair. The President shall appoint ½ of the members of the committee in addition to the chair.
- (b) In the event that the ad hoc financial exigency committee plan is not accepted by the President, the President shall submit reasons to the committee so that the committee has at least one week to give careful consideration to the President's

Truckee Meadows Community College
NFA Contract

reasons and to make any amendments to the plan in response thereto that the committee deems appropriate.

- (c) Any committee plan(s) submitted to the President shall also be submitted to the Faculty Senate.
- (d) In the event the President does not approve the (revised) plan, the President shall submit his/her plan to the Chancellor. The President shall also submit the (revised) committee plan together with the reasons for rejecting it.

12.2 Retrenchment for Curricular Revision: Procedural Interpretations.

Pursuant to UCCSN Code, TMCC will create an academic planning process to review and recommend, continuance, discontinuation, reduction in size or reorganization of an academic project, program or curriculum. Then the College will assure sufficiently broad faculty representations in the academic planning process.

12.3 Retrenchment Grievance Committee Composition under UCCSN Code; Procedural Interpretations.

In the event the President of TMCC establishes employment review committees under the provisions of UCCSN Code, implementation shall be consistent with the following interpretations:

- (a) The President of TMCC agrees that employment review committees established pursuant to the UCCSN Code shall consist of no fewer than five (5) members.
- (b) The Faculty Senate shall appoint ½ of the total members of the committee, less the chair. The President shall appoint ½ of the members of the committee in addition to the Chair.

12.4 Retrenchment Grievances.

Implementation of the provisions of the UCCSN Code shall be consistent with the foregoing. Grievances alleging violations of these Code provisions shall not be subject to the grievance procedure contained in this Agreement. Such grievances shall be subject to reconsideration under Section 5.4.7(h). Claims that the provisions of the UCCSN Code have not been applied consistently with the foregoing shall be subject to the grievance procedure contained in this Agreement.

ARTICLE 13
ACADEMIC YEAR AND INSTRUCTIONAL DAYS

13.1 Academic year

The academic year shall be defined by the academic calendar as approved by the President following the timely recommendation of the Faculty Senate and the Vice President for Academic Affairs. Calendars are proposed in two-year blocks at the beginning of the Spring semester. Therefore, a timely recommendation shall be made by the end of February of each year. In the absence of a timely recommendation, the President may determine the academic year.

13.2 Non-Instructional Days.

Non-instructional days shall be used for carrying out other professional responsibilities (individual and group work) such as course and curriculum development or revision, student advising, laboratory maintenance, routine preventative shop maintenance, conducting educational research review and/or preparation of audio/visual computer assisted instructional aids, visitation of proposed clinical sites, etc. For counselors and librarians, non-instructional days may be used for counselor and librarian duties as well. Faculty are required to meet departmental and college obligations during non-instructional days.

13.3 Changes in Contract Assignments.

- (a) Faculty shall be offered "A," "B" or "B+" contracts each year as provided for in the TMCC Workload Policy and Administrative Manual.
- (b) Changes in contract assignments after the initial assignment which affect compensation and/or hours worked shall first be discussed between administration and the faculty member involved, seeking mutual agreement. If no agreement is reached following this discussion and exploration of alternatives, if any, suggested by the participants a final decision may be implemented at the discretion of administration. If administration chooses to exercise this option after failure to reach agreement through discussion, a minimum of six (6) months advance notice shall be given before any changes in contract takes effect. Nevertheless, it is recognized that it is in the best interests of TMCC and the faculty if such changes are accomplished by mutual agreement.

13.4 Changes in Campus Assignments.

As part of their professionalism and devotion to their students, faculty members recognize that they should teach where, and at locations at which, their students are available for instruction. With regard to changing assignments from day to night, night to day, or from one site to another, the Department Chair/Program Coordinator shall take into consideration the preferences of the affected faculty member(s) as well as the needs of the

Truckee Meadows Community College
NFA Contract

students. In the absence of agreement between the Department Chair/Program Coordinator and the faculty member, the matter may be taken by either party to the Dean for resolution.

13.5 Emergency Changes in Teaching Assignments.

In the event of emergency changes in teaching assignments - that is, reassignments necessitated by unanticipated events (such as enrollment shortfalls requiring course cancellations, illness or resignation) occurring within a period of two weeks before the semester through the end of the semester - the Department Chair/Program Coordinator may independently determine faculty reassignment. In making such determination, however, the Department Chair/Program Coordinator shall take into consideration the preferences of the affected faculty member(s) as well as the staffing needs of the division. Emergency assignments of this kind shall not constitute precedent for assignments in succeeding semesters.

ARTICLE 14
GRIEVANCE PROCEDURE

14.1 Definitions.

- (a) **Grievance:** Grievance is defined as an act or omission to act by the respective administrations of the System institutions, allegedly resulting in an adverse impact on the employment conditions of a faculty member relating to salary, promotion, appointment with tenure or aspects of contractual status, or relating to alleged violations of this Agreement. Faculty of the college who feel aggrieved because of an act or an omission as defined herein must follow these grievance procedures:
- (b) **Grievant:** A grievant shall be a member of the bargaining unit who, at the time of the alleged violation, has rights under a provision(s) of this Agreement alleged to have been violated. A grievant shall also mean the TMCC-NFA where it has rights under a provision(s) of this Agreement alleged to have been violated.
- (c) **Days:** For purposes of this Grievance Procedure, days shall mean working days (Monday through Friday and non-holidays) within the approved academic calendar. The timeline is not counted while the faculty member is off contract.

14.2 Grievance Procedure.

If an individual wishes to file a grievance, the grievance must be filed with the individual's Dean on forms to be provided by the TMCC Human Resources office (or the Web site) within fifteen (15) working days following the act or omission giving rise to the grievance or following the first time the grievant knew or should have known of the act or omission, if that is later. The initial filing shall contain the name and office and home address of the grievant, a description of the act or omission which gave rise to the grievance including the date of such act or omission, the Code, bylaws or contract section allegedly violated, if any, and the remedy sought.

Truckee Meadows Community College
NFA Contract

14.3 Step One.

The Dean, or designee, shall offer to meet with the grievant within fifteen (15) working days of the filing of a grievance. The meeting shall be informal in nature. The grievant shall have the opportunity to explain the circumstances surrounding the grievance and present witnesses, if any. The Dean, or designee, shall respond with a decision in writing to the grievance in writing within fifteen (15) working days following the meeting. The Dean, or designee, shall transmit one copy to the grievant and one copy to the TMCC-NFA. The response shall provide reasons for the decision.

14.4 Step Two.

If the grievant is not satisfied with the decision at Step One, the grievant may appeal that decision to the appropriate Vice President by filing an appeal on forms to be provided by the TMCC Human Resources Office within ten (10) working days following the issuance of the response at Step One. The Vice President, or designee, shall offer to meet with the grievant within fifteen (15) working days following the filing of the appeal, and grievant shall have the opportunity to explain the circumstances surrounding the grievance. The meeting shall be informal in nature. The grievant shall not present witnesses at this meeting, but witnesses may be invited at the discretion of the Vice President or designee. The Vice President, or designee, shall issue a written decision to the President, which is advisory only, within fifteen (15) working days following the close of the meeting. The Vice President, or designee, shall transmit one copy to the grievant and one copy to the TMCC-NFA. The response shall provide reasons for the decision.

14.5 Step Three

If the grievant is not satisfied with the response at Step Two, the grievant may appeal that decision to the President by filing an appeal with the Office of the President on forms to be provided by the TMCC Human Resources Office within fifteen (15) working days following the issuance of the response at Step Two. The appeal shall indicate whether a meeting with the President is requested. The President, or designee, shall offer to meet with the grievant within twenty (20) working days following the receipt of the appeal. The meeting shall be informal in nature. The grievant shall have the opportunity to explain the circumstances surrounding the grievance and the appeal. Witnesses will not be permitted at the meeting with the President. Witnesses may be invited at the discretion of the President, or designee. If no meeting takes place, the grievant shall submit a brief statement containing argument explaining why the response at Step Two was in error.

The President shall issue a decision in writing within twenty (20) working days following the meeting, if any, or following the filing of the appeal with the President's Office in the event no meeting is held. The President shall transmit one copy to the grievant and one copy to the TMCC-NFA. The response shall provide reasons for the decision.

Truckee Meadows Community College
NFA Contract

14.6 Appeal to the Chancellor.

- (a) If the grievant is not satisfied with the President's decision at Step Three, the TMCC-NFA may appeal to the Chancellor by filing an appeal with the Office of the Chancellor on forms to be provided by the TMCC Human Resources Office within twenty (20) working days following issuance of the response at Step Three. The appeal shall indicate whether a meeting with the Chancellor is requested and shall contain a brief statement why the response at Step Three is unsatisfactory. Within twenty (20) working days following receipt of the appeal, the Chancellor, or designee, shall offer to meet with the TMCC-NFA and the meeting, if any, shall be held within twenty (20) working days thereafter. The TMCC-NFA shall have the opportunity to explain the circumstances of the appeal at this meeting. The meeting shall be informal in nature. Neither witnesses nor the grievant is normally expected to be present at the meeting with the Chancellor, but may be called by mutual agreement between the TMCC-NFA and the Chancellor, or designee. The Chancellor, or designee, shall issue a response within twenty (20) working days following the close of the meeting.
- (b) If no meeting is requested, the Chancellor, or designee, shall, after reviewing the statement filed by the TMCC-NFA with the appeal, issue a response to the TMCC-NFA in writing within twenty (20) working days following the appeal.
- (c) The Chancellor shall have the discretion to consult with individuals or committees, including faculty members at TMCC or at other institutions, regarding grievances appealed to the Chancellor. The decision of the Chancellor shall be final and binding on the parties.

14.7 Timeliness; Filing; Issuance of a Decision.

A grievance or an appeal shall be considered filed at the time a copy of the grievance or appeal is presented to the appropriate office as specified in this grievance procedure.

A decision shall be considered issued at the time it is handed personally to the grievant or mailed return-receipt-requested, in an envelope bearing an address indicated by the grievant on the initial grievance or at such other address subsequently indicated by the grievant in writing to the office issuing the response. In this case, the date of issuance shall be five (5) days following the U.S. postal service post-mark.

14.8 Failure to File or Answer.

Failure at any step of this procedure to issue a response within the time limits specified shall mean that the grievant may deem the grievance to be denied and may, therefore, appeal to the next step. Failure at any step of this procedure to appeal a response to the next step shall be deemed an acceptance of the response.

Truckee Meadows Community College
NFA Contract

14.9 Representation.

- (a) At Step One, Two or Three of the grievance procedure:
 - 1. a grievant may choose to represent himself or herself; or,
 - 2. may represent himself or herself and have the TMCC-NFA present to provide advice.
 - 3. If a TMCC-NFA representative participates in the meetings or hearings, the representative must comply with confidentiality requirements related to personnel matters.

- (b) Faculty members have the right to present a grievance to TMCC and to have a grievance adjusted without intervention of the TMCC-NFA except as provided in paragraph (d), below, so long as the adjustment is not inconsistent with the terms of this Agreement and provided that the TMCC-NFA has been given the opportunity to make its views known in advance of the settlement. Written notification of all grievances filed at Step One or beyond shall be given by the grievant to TMCC-NFA within five (5) days following the filing.

- (c) All documents used by the grievant in presenting the grievance shall be made available to TMCC in a timely and expeditious manner. All non-confidential documents relevant to the process of the grievance requested by the grievant shall be made available to the grievant in a timely and expeditious manner. TMCC Human Resources Director determines the relevance and confidentiality of the documents.

- (d) The TMCC-NFA has the exclusive right to appeal and present grievances to the Chancellor under this Grievance Procedure.

14.10 Consolidation of Grievances.

Two (2) or more grievances involving the same act or omission and violation of this agreement may be consolidated for processing.

14.11 Meetings.

Meetings, for the purpose of discussing a grievance, shall be held during working hours at mutually agreeable places and times.

14.12 Retaliation.

No retaliation shall be taken against any employee by reason of having filed a grievance or participated in a grievance meeting.

14.13 Expenses.

Each party to a grievance shall bear the expense of presenting its case.

14.14 Complaints of Sexual Harassment; Other Grievance Procedures.

Complaints of sexual harassment may be brought in other procedures that may exist at TMCC, within the UCCSN, or through state or federal procedures established for that purpose, but not through this grievance procedure. In all other respects, this procedure supersedes the UCCSN Code and the grievance procedure in the TMCC Bylaws, and is the exclusive grievance procedure available to members of the bargaining unit, except as otherwise provided in Article 12 (Retrenchment) of this Agreement.

**ARTICLE 15
MISCELLANEOUS**

15.1 Completeness of Agreement.

This writing constitutes the entire agreement between the parties, and no oral statement shall add to or supersede any of its provisions; nor shall any action or practice under this Agreement modify its clear terms unless expressly agreed to in writing by the parties.

15.2 Savings Clause; Severability.

All provisions of this Agreement shall be applicable, performed or enforced only to the extent permitted by law. In the event that any provision of this Agreement is or shall at any time be found by a tribunal of competent jurisdiction to be contrary to law, all other provisions of this Agreement shall remain in force and effect, and the parties shall meet for the purpose of negotiating a substitute for the void provision. "Law" as used herein shall include statutory laws, executive orders and other rules properly adopted which have the force and effect of law.

15.3 Individual Faculty Contracts.

Individual faculty contracts shall be consistent with this Agreement. Rights provided by individual faculty contracts shall be in addition to rights contained in this Agreement.

15.4 Bargaining on a Successor Agreement.

The parties agree to commence bargaining for a successor agreement, at a time and place mutually convenient to the parties.

Truckee Meadows Community College
NFA Contract

15.5 Duration.

This agreement shall become effective July 1, 2005 and shall remain in effect until the close of business on June 30, 2008. At the conclusion of the second year, by mutual agreement of the TMCC-NFA and the administration, this agreement may be reopened for minor modifications which will be handled by a memorandum of understanding.

**ARTICLE 16
CONCLUSION OF NEGOTIATIONS**

The parties agree that they had a complete and full opportunity to raise and discuss all items within the scope of bargaining as specified in the Board of Regents Handbook: that they have settled for the term of this Agreement those that have been negotiated; as to the remainder, the union waives the right to bargain with respect to them during the term of this Agreement.

SIGNATURES OF AGREEMENT

Dated this _____ day of _____, 2005.

FOR TMCC-NFA:

TMCC PRESIDENT:



APPENDIX A

FACULTY WORKLOAD POLICY

Revised: July 1, 2004

Workload should be measured in units of instructional (IUs) contact and applied universally throughout the instructional divisions.

- A standard of 15 IUs per week per semester should be used to measure contractual workload for full-time instructional faculty in all applicable divisions.
- Eight contact hours will be considered full-time for the summer.
- Faculty workload should be reported and collected through an automated system that relates to planning, budgeting, and scheduling processes.
- A six-credit per semester overload teaching limit will be upheld consistently throughout all instructional divisions except in the case of an emergency (sudden resignation, unexpected absence, etc.) when a faculty member may be granted an exception with the recommendation of the department chair and approval of the dean and Vice President for Academic Affairs.
- Self-paced instruction will not count toward faculty contractual loads or overload. A stipend for self-paced instruction shall be paid for in-class self-paced programs. The stipend will be implemented when the number of students reaches 14. For numbers lower than 14, the payment will be prorated.
- Independent studies will not count toward faculty contractual loads or overload. The maximum number of students for an independent study shall not exceed ten. All independent studies should be paid on a student credit hour basis (the base per credit fee for in-state students times the number of credits and times the number of students).
- Internship instruction will not count toward faculty contractual loads. All internships should be paid on a student credit hour basis (the base per credit fee for in-state students times the number of credits and times the number of students).
- Practicum instruction will not count toward faculty contractual loads. All practica should be paid on a student credit hour basis (the base per credit fee for in-state students times the number of credits and times the number of students).
- Specific reassigned time criteria will be developed and applied consistently each semester.
- Class size is determined by the department with the approval of the department chair, dean and Vice President for Academic Affairs.
- Class size reflects the responsibilities other than direct instruction, the pedagogical methods employed, the need for individualized attention, etc.
- The maximum class size in any discipline is 50.
- Faculty on B+ (days) and A contracts will receive discontinuance notices in December of each year and will have until March 1 of the next year to justify continuance of that contract status for the next fiscal year. This does not apply to those individuals whose contract status is determined through agreement in the NFA contract.
- Faculty members who co-teach a class will be compensated on a prorated basis not to exceed the number of IUs for the course (for example two faculty members who teach a three credit (three IU) class will each get 1.5 IUs or some other combination leading to a total of 3 IUs). Faculty are still obligated to meet the minimally established IUs.
- Fractional load and special cases
 - Faculty members who teach noncredit or continuing education classes that are not a part of their regular workload will be paid hourly. The payment will reflect agreements between the hiring supervisor and the faculty.

- o Faculty members who teach a fraction of a credit course will be paid an hourly rate calculated by dividing the part-time per credit rate by 15, unless it is a part of their regular workload. The total paid or assigned for any one course shall not exceed the regular per credit payment.

Full-time Faculty Contractual Load (based on Instructional Units)

1. "A" Contract Faculty

- a. "A" contract instructional faculty are faculty who have accepted responsibility for a multitude of related activities which may include teaching, student interaction, institutional service or administrative duties. "A" contract instructional faculty are department chairs, academic coordinators, librarians and other such faculty as may be determined by institutional need and contractual obligations. "A" contract instructional faculty work year round and earn annual leave. "A" contract instructional faculty work the equivalent of 15 instructional units per semester (fall & spring) and work thirty-five hours per week during the summer and academic breaks.
- b. No overload is paid to instructional "A" contract faculty except for work done outside of the approved work hours, which must be approved by the division dean.

2. "B" Contract Faculty

- a. "B" contract faculty are faculty who are capable of, and committed to, being involved in a multitude of related activities which include teaching, student interaction and institutional service. "B" Contract faculty are teaching and counseling faculty. "B" contract faculty work a 10-month year and do not earn annual leave.
- b. "B" contract faculty work the equivalent of 30 instructional units per year.
- c. "B" contract faculty work the equivalent of 15 instructional units per week per semester (fall & spring).
- d. "B" contract faculty maintain 5 hours per week office hours.
- e. "B" contract faculty maintain 5 hours per week institutional service, staff development, etc.
- f. "B" contract faculty work at least 10 hours per week on instructional activities including grading, preparation, etc.
- g. "B" contract faculty work a minimum of 172 days in an academic year.
- h. In some circumstances plus days may be added to "B" contracts to accommodate additional assignments per approval of the Vice President for Academic Affairs. Counseling faculty work 35 hours/week with the number of scheduled days determined by the approved academic calendar. Counselors' schedules are agreed upon by the Vice President for Student Services.

3. Industrial/Applied Technology Faculty (i.e. Automotive Technology, Welding, etc.) will be assigned 35 hours of contact per week. See Appendix A for details. In some circumstances plus days may be added to the normal 172 day faculty contract to accommodate additional assignments with the approval of the appropriate dean and the Vice President for Academic Affairs.

4. Instructional Unit Calculations

Instruction	Weekly Contact	Instructional Units (IU's)	Example (based on 3 contact hrs.)
Lecture	1	1	3 contact hours = 3 IU's
Laboratory	1	1*	3 contact hours = 3 IU's
Laboratory: BIO 100, CHEM 100, ENV 100, PHYS 100		.80*	12 semester contact hours = .80 IU
Clinical	1	.75**	3 contact hours = 2.25 IU's (See Appendix B for Nursing load)
Studio Art	1	.83	3 contact hours = 2.49. An overload will be paid when contact hours exceed 18.
Independent Studies			
Independent Studies, Internships, Practicum	0	0	The basic per credit fee for in-state tuition times the number of credits and times the number of students
Self-paced Courses	0	0	\$500 stipend for enrollment of 14 or above: prorated if lower than 14
Private Instruction	0	0	\$300.00/semester for ½ hour lessons per week per student
Cablecast Courses		1-2	1 IU stipend at part-time rate for 10-21 students above the maximum class size; 2 IU stipend at part-time rate for 22 or more students above the maximum class size
Reassigned Time (see note)***			
Department Chairs	0	Determined NFA Contract	Per approval of VPAA
Program Coordinators	0	1-6	Per approval of VPAA
Faculty Senate Chair	0	50% of load	
Faculty Senate Chair-elect	0	25% of load	7.5 IU's or 6 IU's + \$1,000

Faculty Senate Committee Chairs	0	3 credits per semester	Academic Standards, Curriculum, Budget, Professional Standards
Newspaper Advising	0	3 credits per semester	Per approval of the VPAA
Theater lab courses	1	.83	3 contact hours = 2.49. 18 contact hours per week. Overload stipend provided for production for additional hours
Music lab	0	.83	3 contact hours = 2.49. 18 contact hours per week. Overload stipend provided for performances
Other College Approved Assignment	0	Variable	Administrative approval
Non-reoccurring Assignment/Medical leave	0	1-15	Administrative approval

* Given the nature of laboratory instruction and the lack of sufficient lab assistants and/or lab aides, the senate's recommendation for a 1-to-1 ratio has been instituted. While there is an additional cost to the College, this change to existing policy is warranted. Areas where this change applies are defined as laboratories in the following disciplines:

biology <141B, 142B, 190, 191, 201, 223, 224, 251>

chemistry <104, 121, 122, 201, 220>

physics <151, 152, 180L, 181L>

For laboratory science courses that have four three-hour labs per semester (Biology 100, Chemistry 100, Environment 100, Physics 100), .80 IU will be given for laboratory instruction.

** The reduced class size for clinical experiences and the amount of indirect supervision or use of clinical instructors in many disciplines contributed to maintaining the current policy in regard to clinical experiences.

*** Reassigned time may be altered by NFA contract and is awarded at the rate of 35 hours per credit.

Distance Education

The college recognizes the growing importance of distance education. Many faculty members have invested significant amounts of time to develop courses and programs utilizing this new delivery system. If there are courses that the institution requires, the college will offer a stipend for development through the negotiated process for special assignment agreed upon in the NFA contract. The College will work with the Teaching Technologies office to develop a summer institute for faculty interested in learning the platform, pedagogical approaches to teaching via distance, etc. A stipend will be paid to faculty for attendance in the summer institute. A system will be developed to determine which courses should be developed. The

College will work toward the establishment of a resource center to assist faculty with preparation of course material and high quality media components. Distance education will be treated similarly to other instructional assignments. In recognition of the additional responsibilities for remote students enrolled in cablecast sections, a maximum of two instructional unit stipend will be paid at the part-time rate for those cablecast sections meeting minimum class sizes. No stipend will be paid for assignments with less than the minimum enrollment. Distance students in cablecast sections can be counted to reach minimum class sizes for local sections.

Note: 1 IU stipend at part-time rate for 10-21 students above the maximum class size; 2 IU stipend at part-time rate for 22 or more students above the maximum class size (cablecast sections).

Overload Policies

1. Instructional overload will be paid at the TMCC approved rate for part-time instruction.
2. In an individual semester, faculty can teach no more than 6 overload instructional units except in the case of an emergency (sudden resignation, unexpected absence, etc.) when a faculty member may be granted an exception with the recommendation of the department chair and approval of the dean and Vice President for Academic Affairs. Summer school overload must be approved by the VPAA or his designee.
3. No overload will be paid for classes wherein the enrollment exceeds the maximum class size.
4. Aggregated enrollment-based overload (the sum of enrollment in all courses taught per faculty member) will not require overload payment.

Appendix A

Edison Workload Calculation Method

Faculty members at Edison have a thirty-five-hour work week requirement. The assignment is broken down as follows:

- ❖ Number of hours on duty: 35 a week for 172 days
- ❖ Direct instructional hours: 20 a week for 160 days
- ❖ 15 hours for office hours and other student contacts, but not direct instruction
- ❖ Compensation to be provided outside of 35 hours for other direct instructional activities: internships, not included in the 35 hours

The number of teaching weeks is 16

The number of teaching hours per week is 20

The number of teaching hours per semester is $20 \times 16 = 320$ hours of instruction

Most courses at Edison are designed to be 20 hours per credit. Each faculty member's workload sheet reflects the number of hours in class. When the number exceeds 320 for a semester or 640 for the year, an overload is calculated at the rate of 20 hours for one credit.

Appendix B

Nursing Workload Agreement

Labs:

Nursing 191 Contact hours 6 per full-time faculty

Hours and duties connected outside of clinical

Nursing 161

- 15 hours for patient/client selection
- 1 hour orientation/group
- 3 hours for MAPES
- 8 hours of assessment of clinical for students
- 8 hours of evaluation of student performance with hospital staff
- 2 hours for site coordination
- 1 hour for clinical schedule set-up
- 2 hours for TB fit testing
- 2 hours for report for clinical requests

Total: 42 hours 1.5 units

Nursing 293

- 1.5 hours orientation/group
- 3 hours for MAPES
- 8 hours of assessment of clinical for students
- 8 hours of evaluation of student performance with hospital staff
- 2 hours for site coordination
- 1 hours for clinical schedule set up
- 2 hours for report for clinical requests
- 3.5 hours of lab preparation

Total: 29 hours 1.0 unit

Nursing 294

- 2 hours orientation/group
- 3 hours for MAPES
- 8 hours of assessment of clinical for students
- 10 hours of evaluation of student performance with hospital staff
- 2 hours for site coordination
- 1 hour for clinical schedule set up
- 2 hours for report for clinical requests
- 5 hours of lab preparation
- 4 hours Community experience
- 5 hours NLN Testing

Total: 42 hours 1.5 units

Nursing 295

- 2 hours orientation/group
- 3 hours for MAPES
- 8 hours of assessment of clinical for students
- 8 hours of evaluation of student performance with hospital staff
- 2 hours for site coordination
- 1 hour for clinical schedule set up
- 2 hours for report for clinical requests
- 16 hours review of process recordings
- 1 hour Community experience

Total: 43 hours 1.5 units

Nursing 146

- 1 hour orientation/group
- 3 hours for MAPES
- 8 hours of assessment of clinical for students
- 8 hours of evaluation of student performance with hospital staff
- 4 hours for sit coordination
- 1 hour for clinical schedule set up
- 2 hours for report for clinical requests

Total: 27 hours 1.0 units

Nursing 147

- 1 hour orientation/group
- 3 hours for MAPES
- 8 hours of assessment of clinical for students
- 8 hours of evaluation of student performance with hospital staff
- 2 hours for site coordination
- 1 hour for clinical schedule set up
- 2 hours for report for clinical requests

Total: 25 hours 1.5 unit

Nursing 297

- 2 hours orientation/group
- 4 hours of assessment of clinical for students
- 1.5 hours of evaluation of student performance with hospital staff
- 3 hours for site coordination
- 2 hours for clinical schedule set up

Total: 12.5 hours 0.5 units

Workload to Meet Specific Program Requirements:

Clinical Coordinator: One credit a year

- NURSING 191 and 161
- NURSING 235
- NURSING 293
- NURSING 146
- NURSING 147
- NURSING 294
- NURSING 297

Clinical coordinator duties will include but are not limited to: Coordinate evaluation, revision, and final preparation of course syllabus; book orders; assignment of students to clinical group, agency and shift; assignment of part-time faculty to agency, unit and shift; orient part-time faculty; act as clearinghouse for issues/problems; communicate with Director PRN; support course faculty and counsel students and/or faculty as problems arise; develop and approve reentry contracts; validate clinical performance for other faculty.

Chair of Nursing Transfer and Readmission Committee: (15 hours per semester) = 1 IU per year

Chairs periodic meetings; tracks attrition data; maintains files on students eligible for readmission, maintains correspondence with students eligible for re-admittance, keeps director and faculty informed of number of students who are reentering and which course they require; collect and analyze "Attrition Form" data, reporting trends and aggregate data for program evaluation.