

2008

# Truckee Meadows Community College

Nevada Faculty Alliance (NFA)

**NFA Contract**



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## OVERVIEW

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The parties to this agreement are the Board of Regents (BOR) of the Nevada System of Higher Education (NSHE) acting on its behalf and on behalf of the Truckee Meadows Community College (TMCC), (hereinafter collectively and individually called “administration”), and the Truckee Meadows Community College Nevada Faculty Alliance, (hereinafter called “TMCC-NFA”).

## **PREAMBLE**

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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 NSHE 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 Nevada System of Higher Education (NSHE). This Preamble being a statement of intent is not subject to the grievance procedures contained in this Agreement.

## **ARTICLE 1 RECOGNITION**

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The NSHE 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 NSHE for a period exceeding six months at .50 FTE or more, but excluding adjunct faculty members and administrators.

## **ARTICLE 2 DEFINITIONS**

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“A” Contract – faculty that work a normal work week, year round, and earn annual leave

“B” Contract – faculty that work ten months a year, maintain 15 contact hours per semester, and are not eligible for annual leave

Academic Faculty – teaching faculty, librarians and counselors

Academic Year – the period between the beginning of the academic term in the fall, and the end of the academic term in the spring

Administrative Faculty – Administrators holding faculty contracts where teaching is not their primary responsibility

Administrator – any assistant or Associate Dean, Dean, Vice President, or professional employees in the President’s Office, confidential, supervisory or managerial employee or assistant to any of the above named administrators.

Bargaining Unit – faculty members who are covered by the NFA contract

Benefits – compensation, leave, or recognition of employees

Calendar Year – twelve month year

Contact Hours – a unit of instruction whereby faculty are involved with students in a class or laboratory setting

Credit Hours – a unit assigned to a course that is based upon the amount of contact hours

Dean – an administrator holding the position title Dean or the responsibilities equivalent to Dean level

De novo – a review of the matter without prior proceedings

Duty Days – the 172 days a “B” contract faculty are required to work per academic year

Fiscal Year – July 1-June 30

Full-time Equivalent (FTE) – faculty who are contractually full-time (1.0)

Grievance – an act by an NSHE administration that results in an adverse impact to a faculty member

## **ARTICLE 2 DEFINITIONS**

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Grievance Counting Days – always start counting working days excluding the first day, but including the last day

Liaison – an individual that provides communication or cooperation between entities

Overload – compensation paid for work provided beyond the contract determined ‘full load’

Plus Days – days assigned to do work beyond the designated ‘duty days’

Reassigned Time – teaching load that is reduced in consideration of the performance of administrative duties

Recall – a provision that provides for faculty members to remove their department chair

Salary – monetary compensation for base contract work completed for NSHE

Stipend – a monetary compensation for special services rendered beyond the base contract

Teaching Faculty – faculty members who assume teaching as their primary work responsibility

Tenured – faculty members who has been granted tenure by the Board of Regents

Full Load – 30 credit teaching per academic year

TMCC – Nevada Faculty Alliance (NFA)-collective bargaining unit for faculty members at TMCC

Working days – traditional Monday through Friday, non NSHA defined holidays

Workload – teaching and other assignments that are contractually determined

## **ARTICLE 3**

### **ASSOCIATION PREROGATIVES AND RESPONSIBILITIES**

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#### 3.1 Non-Discrimination

1. Both the NSHE 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 NSHE 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 Contract 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.
  
2. 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 NSHE shall coerce or discriminate against any faculty member in the exercise of such right.

#### 3.2 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 ten (10) 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

**ARTICLE 3**  
**ASSOCIATION PREROGATIVES AND RESPONSIBILITIES**

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replacements. It is expected that the President, or designee, will approve such requests or present reasons for denial to the faculty member.

## **ARTICLE 4**

### **ACADEMIC YEAR AND INSTRUCTIONAL DAYS**

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#### 4.1 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.

#### 4.2 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, professional development, 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.

#### 4.3 Changes in Contract Assignments.

1. Faculty shall be offered “A,” “B” or “B+” contracts each year as provided for in the TMCC Workload Policy and Administrative Manual.
2. 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

## **ARTICLE 4**

### **ACADEMIC YEAR AND INSTRUCTIONAL DAYS**

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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.

#### 4.4 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 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.

#### 4.5 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 (2) 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

**ARTICLE 4**  
**ACADEMIC YEAR AND INSTRUCTIONAL DAYS**

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needs of the division. Emergency assignments of this kind shall not constitute precedent for assignments in succeeding semesters.

## **ARTICLE 5 SALARY**

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### 5.1 Definitions

As used in this article:

1. 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. The academic year will consist of 172 days.
2. 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.

### 5.2 Placement

1. 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 thirty (30) calendar days from the effective date 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 Human Resources Procedures Manual.

## **ARTICLE 5 SALARY**

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2. Consideration will be given to authorizing a higher salary in order to attract an applicant with qualifications in areas pre-defined as difficult to recruit. Human Resources in consultation with Faculty Senate shall submit recommendations to the President for designating difficult to recruit positions. The President shall review the recommendations, determine the positions that are to be designated difficult to recruit, and forward the same to the Chancellor. Designating difficult to recruit positions will be reviewed on a yearly basis by the NSHE and approved by the Chancellor. The President will make the final determination on initial salary placement for positions determined to be difficult to recruit. (BOR Title 4)

3. At the time of hiring, faculty shall be assigned to “A”, “B” or “B+” contracts at the discretion of the administration.

Workdays for “B” contract faculty in areas such as Counseling or Library that require prescribed staffing periods, shall be selected by the faculty member in consultation with the Director. In the absence of consensus, assignments shall be made by the administration.

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

### 5.3 Additional Compensation

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

## **ARTICLE 5 SALARY**

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1. 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.

2. If the additional work is based upon completion of a project or assignment and not on a fixed number of days, compensation shall be at a negotiated rate between the faculty member and the Dean and approved by the Vice President.

### 5.4 Additional Assignments and Special Projects

When the Vice President has determined that there is a need for a special project or assignment, a description shall be disseminated to all employees via email. Faculty who are 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 of days, compensation will be subject to agreement between the faculty member and TMCC utilizing the procedure cited in 5.3(b) of this Contract.

## **ARTICLE 5 SALARY**

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### 5.5 Movement on the Salary Schedule

Provisions for movement within the Community College Academic Salary Schedule are provided in the Board of Regents Handbook. The Professional Advancement Policy and Procedures, as well as forms, can be found on the HR website.

### 5.6 Changes in the Salary Schedule

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

### 5.7 Summer School

1. Compensation for summer school shall be paid to members of the faculty under the authority of Board of Regents Handbook and Procedures Manual at their 'B' contract formula rate.
2. Faculty may teach up to nine credits in summer school. Additional credits may be taught under extenuating circumstances when recommended by the Department Chair/Director and with the approval of the Dean and the appropriate Vice President.

### 5.8 Workload

## **ARTICLE 5 SALARY**

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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 TMCC-NFA and administration and amended by a memorandum of understanding to this contract at any time during the contract period.

## **ARTICLE 6 BENEFITS**

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### 6.1 General Provisions

1. The following benefits shall continue according to their own terms unless otherwise addressed by this Contract. Any subsequent increase/addition or decrease/deletion of benefits by the NSHE applicable to all NSHE faculty shall be applicable to all employees covered by this Contract. The following represent current benefits or issues pertaining to benefits covered in the Board of Regents handbook:

- a. Compensated Outside Professional Service
- b. Death Benefits
- c. Leave of Absence Without Salary
- d. Sabbatical Leave
- e. Sick Leave
- f. Annual Leave
- g. Family and/or Medical Leave
- h. Military Leave
- i. Judicial Leave
- j. Leave Records
- k. Reduced Appointments for Tenured Faculty
- l. Emeritus Status

Samples of the benefits provided include (in alphabetical order):

- a. Automatic Withdrawal
- b. Computer Loan Program
- c. Direct Deposit
- d. Employee Assistance Programs
- e. "Grant-In-Aid" Fee Waivers that can be used at all NSHE Campuses

## ARTICLE 6 BENEFITS

- f. Holidays. The following system-wide legal holidays are provided members of the bargaining unit:

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

- g. Medicare Participation
- h. Metlaw
- i. Mileage Reimbursement
- j. Optional Insurance Plans (Personal Accident, Supplemental Term Life, Cancer Care, Short-Term Disability, Long-Term Care and Auto-Homeowners/Renters)
- k. Phased-in Retirement
- l. Retirement: Defined Contribution Plan
- m. Safe Working/Learning Environment
- n. Section 125 Plan
- o. State Deferred Compensation Plan
- p. Tax Sheltered Annuities
- q. Unemployment Compensation Insurance
- r. Worker's Compensation Insurance

## **ARTICLE 6 BENEFITS**

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2. Faculty members covered by this Contract shall be eligible to participate in the System-wide plans, as covered by Section 6.1 of this Contract. Whenever TMCC has the authority to select or recommend representatives to any NSHE committee dealing with compensation and/or benefits which includes one or more academic faculty representatives, 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.

### 6.2 Insurance Programs-Change in Funding or Cost

The NSHE 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 NSHE to preserve the highest possible benefit levels at the lowest possible cost to unit members. In these situations, the NSHE will also examine the feasibility of either adopting an alternative plan or supplementing the State plan with other available plans.

## **ARTICLE 7 ADDITIONS TO WORKFORCE**

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### 7.1 Selection of Faculty.

1. 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.
2. Except under unusual circumstances, a screening committee will be utilized as described in Article 7.2 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.

### 7.2 Faculty Screening Committee

1. A faculty screening committee for tenure-track, faculty positions shall consist of:

A Department Chair/Director or Program Coordinator, or their designee, (approved by the Dean) will serve as chair of the committee.
2. 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), selected by a Search Committee chair in consultation with Human Resources if needed.
3. One (1) classified employee who is a voting member that may be from outside the division.

## **ARTICLE 7 ADDITIONS TO WORKFORCE**

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4. A representative from Human Resources and/or Equity and Diversity will provide training in EEO compliance as well as procedures for conducting a screening committee meeting and will be available as needed.
5. At the discretion of the screening committee, a community representative may also be included as a non-voting member.
6. Under unusual circumstances, the President may waive this requirement, but only after notice to the TMCC-NFA with the reasons for the waiver as per Article 7.1(2).
7. Based on a review of qualifications, the screening committee will forward a recommendation of up to three (3) candidates with their strengths and weaknesses to the Dean. At any point, a recommendation may include no candidate being put forward for the position and the subsequent reopening of the existing pool of applicants or vacating the entire pool. The Dean will then make a recommendation to the Vice President. If the Vice President does not concur with this recommendation, the decision will be explained to the Dean and the committee. If the President appoints the candidate 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 screening.

## **ARTICLE 8**

### **DEPARTMENT CHAIR RESPONSIBILITIES AND COMPENSATION**

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#### 8.1 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 primarily serves as a leader and advocate for his/her departmental colleagues. Faculty members serving as Department Chairs shall maintain all rights and privileges of the faculty.

#### 8.2 Departmental Definition

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

#### 8.3 Duties of the Department Chair

The Department Chair is responsible, either indirectly or by delegation, for performance of at least the specific duties enumerated below (the duties are not prioritized).

1. Academic Programs
  - a. The Department Chair reviews and evaluates courses taught in the area, with an eye to keeping the curriculum current with pedagogical and scholarly advances in the discipline.
  - b. The Department Chair initiates, plans, oversees implementation of, and reviews the preparation and offering of the academic program/curriculum, development, assessment, and use of resources, after appropriate involvement of members of the department and approval of the Dean.

## **ARTICLE 8**

### **DEPARTMENT CHAIR RESPONSIBILITIES AND COMPENSATION**

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- c. The Department Chair works to ensure courses are taught in keeping with the official catalog descriptions, in a professional manner, and at an appropriate level of rigor to allow for academic quality.
  - d. The Department Chair develops and validates departmental publications including the class schedule, course catalog, program information pamphlets; and coordinates the updating of departmental web pages.
  - e. The Department Chair with faculty, divisional staff and the bookstore, establishes and maintains a default book order list on a semester basis.
  - f. The Department Chair keeps the Dean informed of departmental and faculty activities.
  - g. The Department Chair meets with other Department Chairs and the divisional Dean as needed.
  - h. The Department Chair acts as a liaison with the College community and coordinates faculty participation in accreditation, certification and other external organizations as appropriate as well as coordinating curriculum, learning outcomes, assessment and program reviews.
  - i. The Department Chair encourages scholarship in teaching and learning.
  - j. The Department Chair conducts at least two regular department meetings per semester.
2. Personnel
- a. The Department Chair performs peer observations of faculty and performs staff evaluations with recommendations to the Dean.
  - b. The Department Chair coordinates professional activities of all members of the department, including guidance to faculty regarding promotion and tenure. The Department Chair requests and obtains annual reports as appropriate to this process.

**ARTICLE 8**  
**DEPARTMENT CHAIR RESPONSIBILITIES AND COMPENSATION**

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- c. The Department Chair, with faculty input, recommends to Dean/Director workloads in accordance with the contract (including course assignments) as proposed for faculty members.
- d. The Department Chair petitions and justifies new faculty appointments, lead faculty, discipline and other coordinators to the Dean.
- e. The Department Chair manages classified staff, student workers, and coordinators.
- f. The Department Chair appoints appropriate committees within the department.
- g. The Department Chair informs members of the department of upcoming departmental summer school teaching opportunities in time for them to apply for these positions.
- h. The Department Chair provides advanced approval for field trips.
- i. The Department Chair functions as a spokesperson and advocate for the department, both inside and outside the College community.
- j. The Department Chair reviews, screens and recommends part-time hires to the Dean from the part-time applicant pool(s).
- k. The Department Chair coordinates the mentoring and evaluation of part-time faculty.
- l. The Department Chair coordinates, but does not approve leave as necessary.

## **ARTICLE 8**

### **DEPARTMENT CHAIR RESPONSIBILITIES AND COMPENSATION**

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3. Students
  - a. The Department Chair facilitates student advisement in his/her department and evaluates and approves course substitutions for degrees and certificates offered by his/her department.
  - b. The Department Chair cooperates with other members of the College in recruiting students.
  - c. The Department Chair assists all other areas of the College in solving registration and retention problems.
  - d. The Department Chair assists the faculty and the Dean to informally negotiate the resolution of student issues as appropriate.
  
4. Budget, Inventory, and Facilities
  - a. The Department Chair initiates and justifies departmental resources and budget requests and recommends these to the Dean.
  - b. The Department Chair manages and monitors departmental budgets.
  - c. The Department Chair facilitates access to and inventory of equipment and facilities assigned to the department.
  - d. The Department Chair authorizes the distribution of keys to faculty and staff.
  
5. Miscellaneous Issues

The Department Chair participates in publicity for the department in coordination with PIO.

Other duties may be assigned as agreed upon in writing by the Dean and the Department Chair. Any additional duties that last longer than one-half (1/2) of a semester will require additional compensation as agreed upon between the Dean and Department Chair.

## **ARTICLE 8**

### **DEPARTMENT CHAIR RESPONSIBILITIES AND COMPENSATION**

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#### 8.4 Accountability

The Department Chair is accountable to the appropriate Dean and Vice President for all of the responsibilities outlined in Article 8.3.

#### 8.5 Department Chair Elections

The Department Chair is elected by the department with the approval of the Dean for a term of three (3) years, beginning July 1, following his/her election. The Department Chair may be re-elected to the position.

The procedures will apply to every unit that is considered a department.

1. In the final year of a Department Chair's term, the Dean will give notice of the opening and an election will be held by October 15th of the year preceding the scheduled appointment.
2. Ballots must indicate all candidates plus a space for write in candidates. "None of the above" is not permitted. Individuals may be self-nominated, nominated by faculty or nominated by the Dean. The Faculty Senate secretary will coordinate the nominations. Confidential, electronically controlled balloting shall occur. The results will be reported to the Dean within five (5) working days. The Dean will inform the candidates and the Department within two (2) working days.
3. Full-time, non-temporary academic faculty of the Department shall elect by a plurality of those voting, a tenured faculty member of the department as Department Chair. Faculty members have voting rights in one department as indicated by their current contracts and must have at least fifty percent (50%) of their teaching load assigned to that department. Individual departments

## **ARTICLE 8**

### **DEPARTMENT CHAIR RESPONSIBILITIES AND COMPENSATION**

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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 if that faculty member has at least 40% of their teaching load 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.

4. Administrative faculty members whose full-time assignment includes at least a 40% teaching load in a department shall have voting privileges in that department. Interim Deans, Deans, Interim Vice Presidents and Vice Presidents shall not have voting rights in Department Chair elections.
5. Former members of a department currently serving in an administrative position are not eligible to become candidates for Department Chair unless they relinquish their administrative positions, return to faculty status, and resume their membership in the department.
6. An individual on a leave of absence may become a candidate for Department Chair, but only if he or she is scheduled to return from the leave in time to assume the Department Chair's duties at the beginning of the Department Chair's term. Department Chairs may not request leave from their Department Chair position to accept a sabbatical.
7. If the person elected to be Department Chair is unacceptable for reasons determined by the Dean, evidence of the rationale supporting the unsuitability of an elected Department Chair will be reported to the candidate, the Vice President, and the NFA Chapter President with the consent of the candidate, within ten (10) working days after notification to the Dean. Another election may take place. If the department is unable to elect an acceptable Department Chair by March 1st, the Dean, in consultation with the Vice President, will appoint a Department Chair for a one (1) year term. The Dean and Vice President must select a faculty member from (in order of preference) i) the

## **ARTICLE 8**

### **DEPARTMENT CHAIR RESPONSIBILITIES AND COMPENSATION**

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same department, ii) another department within the division, or iii) if neither i nor ii are available, college-wide.

#### 8.6 Department Chair Evaluation

##### 1. Evaluation in the Discipline

Instructional Department Chairs may not teach as many courses as faculty without such a responsibility; however, their effectiveness in the classroom will be evaluated by the same criteria as used with other faculty.

With regard to Department Chair duties, the Department Chair and Dean will agree in writing at the time of election as Department Chair, and annually, upon the goals for performance in this area of responsibility while the person is Department Chair.

Unless otherwise agreed upon in writing with the Dean, and approved by the Vice President, the Department Chair is expected to meet the performance criteria for faculty.

##### 2. Evaluation as Department Chair

Prior to April 15 of each year, the NFA Chapter President will invite faculty members to comment on the performance of the Department Chair during the present academic year. These comments will be submitted electronically and gathered by the NFA Chapter President who will forward them to the Dean and Department Chair no later than May 1. The NFA Chapter President shall not disclose any information from this evaluation process to anyone other than the Dean and Department Chair. The evaluation instrument will be designed

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to include the areas of responsibility as described in Article 8.3. Deans are encouraged to involve classified staff in Department Chair evaluations.

3. If a Department Chair receives an unsatisfactory evaluation for the Department Chair duties as defined in Article 8.3, the Dean with the Department Chair will develop a remediation plan with stated outcomes. Failure to improve pursuant to the remediation plan or a subsequent unsatisfactory evaluation may lead to removal as Department Chair by the Dean with concurrence of the Vice President. Unsatisfactory Department Chair evaluations may be appealed to the Vice President.

#### 8.7 Department Chair Disputes, Vacancies, and Removal

A Department Chair may be removed from his or her assignment as Department Chair by the President, on the recommendation of the Dean and Vice President, from the role as Department Chair for failure or refusal to perform the normal and reasonable duties of Department Chair, or for any of the formal causes for discipline specified in NSHE Code, provided the Department Chair has been given written notice of the allegations supporting the removal and an opportunity to respond.

1. If a Department Chair is relieved of the administrative duties of Department Chair, the faculty 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 with approval by the Vice President.
2. If the Department Chair's position becomes vacant due to unexpected prolonged leave, illness, death, resignation, or other circumstances, the Dean shall appoint, with the approval of the Vice President, a new Department

## **ARTICLE 8**

### **DEPARTMENT CHAIR RESPONSIBILITIES AND COMPENSATION**

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Chair. The Dean and Vice President must select a faculty member from (in order of preference) i) the same department, ii) another department within the division, or iii) if neither i nor ii are available, college-wide who will serve until a new Department Chair is elected. An announcement of the opening to fill this position will be made the following September with an election held by October 15th to fill the new three (3) year term to begin as soon as elections are confirmed.

3. When a Department Chair is on off contract days, the Dean will assume responsibility for Department Chair duties.
4. Department Chair Recall
  - a. Within five (5) working days of the receipt of a statement setting forth specific complaints signed by one-third (1/3) of all full-time department faculty members (as defined in Article 8.5), the Department Chair shall meet to confer with all faculty members of the department. This meeting shall be for the purpose of attempting to find an informal resolution of any complaints set forth in the signed statement. If the complaints are not resolved to the satisfaction of one-third (1/3) of the full-time faculty in the Department, the concerned members shall next meet informally with the Dean to discuss the matter and obtain the Dean's assistance in reaching an informal settlement of such complaints. Failing this, the department members may then proceed to the formal recall procedures hereinafter described.
  - b. A recall election may be instituted by a petition signed by one-third (1/3) of the full-time department faculty members, not including the Chair, and filed with the Dean of the Division. The reasons for recall must be stated with specificity and in writing.

## **ARTICLE 8**

### **DEPARTMENT CHAIR RESPONSIBILITIES AND COMPENSATION**

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- c. The Dean/designee shall within ten (10) working days give to all full-time department faculty members written notice setting forth the time, date (during an academic year), place and purpose of a meeting to consider the recall petition. At least two- third ( $2/3$ 's) of the department faculty (excluding the Department Chair) must attend this meeting for the recall to go forward, otherwise the recall fails. The Dean/designee shall preside at the meeting, shall keep minutes of the same or arrange for them to be kept and shall remain neutral in the process. The Department Chair may bring an NFA representative or faculty member of their choice from outside the Department to the meeting and shall have a chance at that Department meeting to answer to the reasons stated in the petition for recall, as well as to ask questions before voting takes place. The Chair of the Faculty Senate shall attend, but shall not participate in the discussion, and shall administer the vote by secret ballot, and the Division Dean shall oversee the process. In the event that the Chair of the Faculty Senate is a member of the Department attempting to recall its Department Chair, the Chair-elect of the Faculty Senate shall administer the vote by secret ballot. A vote by two-thirds ( $2/3$ 's) of all the full-time department faculty members (including the Department Chair) of that Department in the affirmative is required to complete the recall. In order for a faculty member to vote, he/she must attend the meeting. A record of the number of votes cast shall become part of the permanent record. The ballots shall be maintained by the Dean until any appeal is resolved.
- d. The effective date of recall shall be ten (10) working days after the day of the vote with notification sent by the Dean. If an appeal is filed the decision is stayed until the President's decision is final.

## ARTICLE 8

### DEPARTMENT CHAIR RESPONSIBILITIES AND COMPENSATION

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- e. The Dean's/designee's action to implement the Department action to recall a Department Chair, or the effective date of such a recall in the case of a first-year Department Chair, shall not be subject to the grievance procedure; however, a Department Chair recalled pursuant to this section may appeal to the President of TMCC. The appeal shall be filed with the President's office within ten (10) working days of the date of the vote. The appeal will be a *de novo* review based on the record from the meeting with the Dean and faculty as well as a statement made, in writing, by the Department Chair. The decision of the President shall be made within ten (10) working days of the filing of the appeal and is final and not subject to any grievance procedure.
- f. A recalled Department Chair shall not be eligible for the position of Department Chair until another Department Chair has served in that position and at least one (1) year has elapsed since having been recalled.
- g. In the unusual and extreme circumstance that a Department Chair fails to satisfactorily fulfill the responsibilities and carry out duties of Department Chair because of matters that cannot be made public; the Dean may stay this process at any point.

## ARTICLE 8 DEPARTMENT CHAIR RESPONSIBILITIES AND COMPENSATION

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### 8.8 Compensation

#### 1. Reassigned Time

Reassigned time for duties as Department Chair will be assigned in multiples of three (3) credits for the academic year. Each Department 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 and will occur annually. In some departments, it may be appropriate for additional faculty to assist with Department 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 Department Chair responsibility common to all departments. Other factors may be considered in the audit.

Factor: Full-time Faculty and Staff Positions

Definition: Total head count of full-time FTE faculty and classified staff

Indicator: This is an indicator of time spent in interactions, evaluations, scheduling and supervision.

**ARTICLE 8**  
**DEPARTMENT CHAIR RESPONSIBILITIES AND COMPENSATION**

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POINT CALCULATOR

Number of Positions	Head Count 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 Positions  
 Definition: Head count of FTE part-time faculty  
 Indicator: This is an indicator of time spent in hiring, interactions, evaluations, scheduling and supervision.

POINT CALCULATOR

Number of Positions	FTE Ranges							
	0-8	9-17	18-26	27-35	36-44	45-53	54-62	63-71
Points	3	6	9	12	15	18	21	24

**ARTICLE 8**  
**DEPARTMENT CHAIR RESPONSIBILITIES AND COMPENSATION**

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Factor: Student FTE  
 Definition: Total student contact hours  
 Indicator: This is an indicator of student interactions, course scheduling, and responsibilities; Measure of student activity. Number of contact hours times the annual number of related students.

POINT CALCULATOR

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

Factor: Discipline Coordinators  
 Definition: Number of Coordinators Helping the Department Chair  
 Indicator: This is an indicator of a resource the Department Chair can use to complete department work.

POINT CALCULATOR

#									
Coord/Lead									
Faculty	1	2	3	4	5	6	7	8	9
Points	-1	-2	-3	-4	-5	-6	-7	-8	-9

## ARTICLE 8 DEPARTMENT CHAIR RESPONSIBILITIES AND COMPENSATION

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Factor: Number of disciplines  
 Definition: Number of distinct course prefixes  
 Indicator: This is an indicator of the amount of diversity in courses offered, book orders, part-time faculty hires, curriculum, etc.

### POINT CALCULATOR

Disciplines	1-3	4-6	7-9	10-12	13-15	15-18				
Points	0	1	2	3	4	5				

### 2. Reassigned Time Calculations

REASSIGNED TIME CALCULATIONS	
Points Total	Credit Hour Release (per semester)
0-16	6
17-32	9
33-45	12

## ARTICLE 8 DEPARTMENT CHAIR RESPONSIBILITIES AND COMPENSATION

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### 3. Monetary Compensation

Chairs may be placed on an A or B+ contract with approval of the Dean and Vice President according to the following:

- a. Department Chairs placed on a twelve (12) month faculty “A” contract will be paid an additional 20% above the “B” contract with a \$5000 stipend.
- b. Department Chairs placed on a B+ contract will be allowed up to thirty (30) plus days with a \$5000 stipend.

When on a B+ contract, Department Chairs will provide a report representing the number of plus days that they will work over the contract period to be included with their annual contract. These days will be mutually agreed upon with the Dean and changes/substitutions may be made with the concurrence of the Dean. When additional plus days are approved through the Dean and Vice President, Human Resources will need to be notified so the contract can be revised.

- c. Chairs may elect to receive a stipend in lieu of up to six (6) hours of release time per year.
- d. No faculty member may have a contract workload in excess of twenty-one (21) instructional units (including release time, classes, and web classes) in any given semester without approval of the Vice President.

### 8.9 Training

Department Chairs will receive training while under Contract to develop competence in all areas of responsibility related to this position. The Dean and Vice President are responsible for funding Department Chair training

## **ARTICLE 9**

### **LEAD FACULTY RESPONSIBILITIES AND COMPENSATION**

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#### 9.1 Application for Lead Faculty Position

Departments considering a Lead Faculty position shall discuss the need and the justification for the position. A majority vote of the full-time members of the department shall permit the department to then petition the Dean and the Vice President with a written request. The justification may include such items as FTE, full and part-time faculty numbers, funding ratios, program and accreditation requirements, off-site teaching locations, developmental course requirements, assessment needs, laboratory responsibilities, etc

Denial or acceptance shall be articulated back to the petitioning department with justification in a timely manner.

#### 9.2 Purpose and Scope

The Lead Faculty position will be assigned to departments where the enrollment, activities and personnel require department wide support for the Department Chair/Director to be able to be an effective academic leader. The intent is for the Lead Faculty member to assist the Department Chair/ Director where appropriate, not to assume the functions or responsibilities of the Department Chair/ Director. The Lead Faculty position reports to the Department Chair/ Director.

The Lead Faculty will have a term of one year. Position descriptions and duties will be defined in the written scope of the work developed by the Department Chair and appropriate Dean with recommendation to the appropriate Vice President and may include (but not limited to) the following representative duties:

1. Assist the Department Chair/ Director with creating and tracking course schedules for full and part-time faculty.

**ARTICLE 9**  
**LEAD FACULTY RESPONSIBILITIES AND COMPENSATION**

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2. Assist the Department Chair/ Director in the administration of recruitment, hiring, and supervision of part-time faculty.
3. Assist the Department Chair/ Director with part-time faculty issues.
4. Assist the Department Chair/ Director in resolving student issues.
5. Assist the Department Chair/ Director with coordinating assessment activities for the faculty.
6. Assist the Department Chair/ Director with overseeing program and discipline reviews.
7. Assist the Department Chair/ Director with approving course substitutions.
8. Assist the Department Chair/ Director with overseeing special student projects.
9. Assist the Department Chair/ Director with conducting peer observations of full-time faculty.
10. Assist the Department Chair/ Director by serving departmental or program needs while the Department Chair/ Director is on leave.
11. Other duties agreed upon between the Department Chair/ Director and the Lead Faculty with the approval of the Dean.

## **ARTICLE 9**

### **LEAD FACULTY RESPONSIBILITIES AND COMPENSATION**

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#### 9.3 Accountability

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

#### 9.4 Appointment

When a Lead Faculty position opens, a description of the position shall be disseminated to all eligible employees via e-mail. Descriptions of these positions shall be posted a minimum of ten (10) working days prior to any decision to hire. The Department Chair/Director and a committee of three (3) members from the department shall make a recommendation to the Dean for hire. Lead Faculty positions cannot be unilaterally revoked unless there is a written evaluation showing a demonstrated failure to perform the duties as contained in the original announcement, or subsequently agreed to in writing as between the Dean, the Department Chair/Director and the Lead Faculty member.

#### 9.5 Lead Faculty Disputes, Vacancies, and Removal

A Lead Faculty may be removed from his or her assignment:

By the President, on the recommendation of the Dean and Vice President, from the role as Lead Faculty for failure or refusal to perform the normal and reasonable duties of Lead Faculty, or for any of the formal causes for discipline specified in NSHE Code, provided the Lead Faculty has been given written notice of the allegations supporting the removal and an opportunity to respond.

1. If a Lead Faculty is relieved of the administrative duties of Lead Faculty, the faculty 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

## **ARTICLE 9**

### **LEAD FACULTY RESPONSIBILITIES AND COMPENSATION**

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will be given reassigned duties by the Dean and approved by the Vice President.

2. If the Lead Faculty's position becomes vacant due to unexpected prolonged leave, illness, death, resignation, or other circumstances, the Dean will disseminate to all eligible employees via e-mail a description of the position. Descriptions of these positions shall be posted a minimum of ten (10) working days prior to any decision to hire.

#### 9.6 Compensation of Lead Faculty

Compensation for Lead Faculty shall be determined as follows:

1. Up to six (6) credits of reassigned time per year, and/or
2. The addition of "plus days" for the year, and/or
3. A stipend where applicable for summer work
4. The total number of credits to be reassigned and/or plus days and/or stipend will be dependent upon the work to be done as determined by the Department Chair, recommended by the Dean and approved by the Vice President, and will be included in the announcement of the vacancy.
5. When on a B+ contract, Lead Faculty will provide at minimum, a calendar representing the days that they will work over the contract period to be included with their annual contract. These days will be determined in consultation with the Dean and changes/substitutions may be made with the concurrence of the Dean. When additional plus days are approved through the Dean and Vice President, Human Resources will need to be notified so the contract can be revised.

## **ARTICLE 10**

### **DISCIPLINE COORDINATORS**

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#### 10.1 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/Director and the Dean may recommend to the Vice President the need for Discipline Coordinators. Position descriptions and duties will be defined and recommended to the Vice President. The scope and duties of the assignment may change upon mutual agreement of the Discipline Coordinator and the Department Chair/Director with the approval of the appropriate Dean.

#### 10.2 Authority and Responsibility

Responsibilities may include (but not be limited to) the following representative duties;

1. Provide a communication link between faculty, Department Chair/Director and academic administrators
2. Recommend a schedule of course offerings and faculty schedules to the Department Chair/Director
3. Meet regularly with the academic administrators and Department Chair/Director
4. Facilitate group or program meetings
5. Serve as a liaison to the Curriculum Committee
6. Participate in new faculty orientation and faculty mentoring in the discipline
7. Make recommendations to the Department Chair/Director and the Dean for the program design, development, and review process

## **ARTICLE 10**

### **DISCIPLINE COORDINATORS**

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8. Make recommendations to the Department Chair/Director and Dean for the discipline review process
9. Assist with new program development
10. Under the supervision of the Department Chair/Director work with Human Resources to recruit, recommend for hire and evaluate part-time faculty
11. Gather and disseminate advisory committee meeting minutes (if appropriate)
12. Secure book orders for part-time faculty
13. When applicable meet with external college faculty for curricular purposes
14. Where applicable, oversee maintenance of facilities such as labs and related equipment

#### 10.3 Accountability

The Discipline Coordinator is accountable to the appropriate Department Chair/Director for all the responsibilities agreed upon in writing at the time of appointment.

#### 10.4 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 ten (10) working days prior to any decision to hire. The Department Chair/Director shall make a recommendation to the Dean for hire. Discipline Coordinator positions shall last from inception to the end of the academic year. The appointment cannot be unilaterally revoked by the Department Chair, Director, or appropriate Dean unless there is a written evaluation that demonstrates a failure to perform duties as described in the original position announcement or as modified by the procedures described herein.

## **ARTICLE 10**

### **DISCIPLINE COORDINATORS**

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#### 10.5 Discipline Coordinator Disputes, Vacancies, and Removal

A Discipline Coordinator may be removed from his or her assignment:

1. By the President, on the recommendation of the Dean and Vice President, from the role as Discipline Coordinator for failure or refusal to perform the normal and reasonable duties of Discipline Coordinator, or for any of the formal causes for discipline specified in NSHE Code, provided the Discipline Coordinator has been given written notice of the allegations supporting the removal and an opportunity to respond.
2. If a Discipline Coordinator is relieved of the administrative duties of Discipline Coordinator, the faculty 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 and approved by the Vice President.
3. If the Discipline Coordinator's position becomes vacant due to unexpected prolonged leave, illness, death, resignation, or other circumstances, the Dean will disseminate to all eligible employees via e-mail a description of the position. Descriptions of these positions shall be posted a minimum of ten (10) working days prior to any decision to hire.

## **ARTICLE 10**

### **DISCIPLINE COORDINATORS**

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#### 10.6 Compensation of Discipline Coordinators

Compensation for Discipline Coordinators will be determined as follows:

1. Ratio of one credit of reassigned time to 35 hours and/ or
2. The addition of “plus days” for the year and/or
3. A stipend
4. The total number of credits to be reassigned and/or plus days and/or the stipend will be dependent upon the work to be done as determined by the Department Chair, recommended by the Dean, and approved by the Vice President and will be included in the announcement of the vacancy.
5. When on a B+ contract, Discipline Coordinators will provide a report representing the number of plus days that they will work over the contract period to be included with their annual contract. These days will be mutually agreed upon with the Dean and changes/substitutions may be made with the concurrence of the Dean. When additional plus days are approved through the Dean and Vice President, Human Resources will need to be notified so the contract can be revised.

## **ARTICLE 11**

### **PROGRAM COORDINATORS**

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#### 11.1 Purpose and Scope

The Program Coordinator position at Truckee Meadows Community College exists as an academic faculty leadership position and as such has both academic and administrative roles. Program Coordinators will be members of the bargaining unit. The Program Coordinator teaches students, provides leadership for the development and support of academic programs, manages program budgets, supervises support staff and reports directly to the appropriate Dean. The Program Coordinator promotes faculty excellence by encouraging professional development and advancing program goals. Faculty members serving as Program Coordinators shall maintain all rights and privileges of the faculty.

#### 11.2 Program Definition

For the purposes of this section of the contract, a program must be approved by the Board of Regents and must meet four-fifths (4/5's) of the following criteria:

1. Must meet external accreditation requirements.
2. Have entrance (admission) criteria.
3. Upon completion of the program, students take a credentialing exam to work within the field.
4. Program results in a terminal degree or certificate.
5. Program outcomes are required by an external accrediting agency.

#### 11.3 Authority and Responsibility

The Program Coordinator is responsible for the following:

1. Academic
  - a. Meeting all external accreditation requirements.

## ARTICLE 11 PROGRAM COORDINATORS

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- b. Providing leadership for the development of curriculum in conjunction with faculty.
  - c. Keeping program faculty and Dean apprised of program changes, activities, and issues.
  - d. Developing and validating program publications including the class schedule, course catalog, and program information pamphlets. This also includes assuring that program web pages are accurate and up-to-date.
  - e. Establishing and maintaining a default book order list on an annual basis with assistance from the division staff, faculty and bookstore.
  - f. Conducting at least two program meetings per semester.
  - g. Representing the program by working cooperatively with others in the organization to achieve program and college objectives.
  - h. Coordinating curriculum and program reviews.
  - i. Facilitating Advisory Board meetings in conformance with college policy and coordinating and maintaining documentation of all Advisory Board activities.
2. Personnel
- a. Reviewing, screening and recommending hire to the dean from the part-time applicant pool.
  - b. Coordinating/overseeing faculty orientation, mentoring and evaluating part-time faculty.
  - c. With faculty input, defining duties and class assignments of academic faculty and communicating these to the Dean.
  - d. Serving as the first contact for part-time and full-time faculty for academic and other program instructional concerns.
  - e. Meeting with other program and departmental leadership.

## **ARTICLE 11 PROGRAM COORDINATORS**

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- f. Informing program faculty of upcoming summer school teaching opportunities.
  - g. Supervising and evaluating program classified staff.
3. Students
- a. Performing the academic/instructional advisement of students, including course substitutions for degrees and certificates offered by the program.
  - b. Conducting ongoing student recruitment.
  - c. Developing and maintaining policies and procedures regarding student safety as they pertain to the program, and monitoring for compliance.
4. Budget, Inventory, and Facilities
- a. Proposing, managing and monitoring program budgets.
  - b. Developing, maintaining, and evaluating clinical educational sites.

These duties may be delegated by the Program Coordinator. Other duties may be assigned only if agreed upon by the Dean and the Program Coordinator.

### 11.4 Accountability

The Program Coordinator is accountable to the appropriate Dean for all the responsibilities outlined in Article 11.3

## **ARTICLE 11**

### **PROGRAM COORDINATORS**

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#### 11.5 Program Coordinator Evaluation

1. Program Coordinators shall undergo a performance assessment annually by the appropriate Dean. The scope of this evaluation shall be limited to performance as Program Coordinator and shall be conducted independently and concurrently with the regular faculty teaching evaluation process as described in Article 12.
2. If a Program Coordinator receives an unsatisfactory evaluation for the Coordinator duties as defined in Article 11.5, the Dean with the Program Coordinator will develop a remediation plan with stated outcomes. Failure to improve pursuant to the remediation plan or a subsequent unsatisfactory evaluation may lead to removal as Program Coordinator by the Dean with concurrence of the Vice President. Unsatisfactory Program Coordinator evaluations may be appealed to the Vice President.

#### 11.6 Program Coordinator Disputes, Vacancies, and Removal

1. A Program Coordinator may be removed from his or her assignment as Coordinator by the President, on the recommendation of the Dean and Vice President, from the role as Program Coordinator for failure or refusal to perform the normal and reasonable duties of Program Coordinator, or for any of the formal causes for discipline specified in NSHE Code, provided the Program Coordinator has been given written notice of the allegations supporting the removal and an opportunity to respond.
2. A Program Coordinator may be removed from his or her assignment as Coordinator by the President, on the recommendation of the Dean and Vice

## ARTICLE 11 PROGRAM COORDINATORS

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- President, from the role as Program Coordinator for an unsatisfactory evaluation.
3. If a Program Coordinator is relieved of the administrative duties of Program Coordinator and a vacant faculty position exists within the program, the faculty 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 and approved by the Vice President.
  4. If the Program Coordinator's position becomes vacant due to unexpected prolonged leave, illness, death, resignation, or other circumstances, the Dean shall appoint, with the approval of the Vice President, a new Program Coordinator. The Dean and Vice President must select a faculty member from (in order of preference) i) the same program, ii) another program within the division, iii) college-wide or from the community to serve until a new Program Coordinator can be hired. An announcement of the opening to fill this position will be made in a timely manner.
  5. When a Program Coordinator is on off contract days, the Dean will assume responsibility for Program Coordinator duties.

### 11.7 Program Coordinator Compensation

1. Reassigned time  
Reassigned time for duties as Program Coordinator will be assigned in multiples of three (3) credits per academic semester. Each program coordinator will receive three (3) credits of release time per academic semester (fall and spring). The Dean may make a recommendation to the Vice President to increase reassigned time to meet program needs. Changes to the

## ARTICLE 11 PROGRAM COORDINATORS

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assignment cannot be made without a formal re-evaluation. In order for Program administrative duties to be completed, Program Coordinators on an “A” contract will be allotted summer reassigned time dependent on summer teaching obligations.

### 2. Monetary Compensation

Program Coordinators will be compensated according to the following:

- a. Program Coordinators may be placed on a 12 month faculty “A” contract and paid an additional 20% above the “B” contract. The Vice President may approve a B+ contract for a Program Coordinator at the request of both the Dean and the Program Coordinator. When on a B+ contract, Coordinators will provide a report representing the number of plus days that they will work over the contract period to be included with their annual contract. These days will be determined in consultation with the Dean and changes/substitutions may be made with the concurrence of the Dean. When additional plus days are approved through the Dean and Vice President, Human Resources will need to be notified so the contract can be revised.
- b. Program Coordinators on an “A” contract will receive a \$5,000 stipend per year for their work as Program Coordinator.

## **ARTICLE 12**

### **FACULTY EVALUATION PROCESS**

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#### 12.1 Authority

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

12.2. The Department Chair/Director will coordinate the evaluation process and make recommendations to the Dean.

#### 12.3 Annual Plan

1. The annual plan sets measurable criteria by which the faculty member notifies their Department Chair/Director and the administration of their professional intent for each academic year. Annual plans are to address four (4) broadly interrelated activities: teaching, professional development, College wide involvement, and community participation.
2. The criteria set forth in the annual plan are the result of a collaborative effort by the administration and Faculty Senate. The criteria shall reflect and support goals as described in the College Mission Statement. The criteria shall be broad enough in scope that students, faculty members, and the needs of the College are adequately met.
3. Once established, annual plans may be modified by the faculty member as situations or circumstances warrant. It is the responsibility of the faculty member to keep their Department Chair/Director and their administrator appraised of any changes to the annual plan. The most current annual plan shall be used as the evaluative tool in the annual evaluation.

#### 12.4 Tenured Faculty

1. The process begins with the faculty member completing their annual plan prior to the start of the academic year. Faculty members are responsible for satisfying the satisfactory elements of the Faculty Evaluation Criteria. Only

## ARTICLE 12 FACULTY EVALUATION PROCESS

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the faculty member selects the commendable and excellent elements of their annual plan from the Faculty Evaluation Criteria. The faculty member will make his/her annual plan available to the Department Chair/Director and the Dean concerning the criteria selected within the annual plan. There will be general agreement between the faculty member, the Department Chair/Director and the Dean concerning the criteria selected within the annual plan.

- 12.5 At the end of the academic year, faculty members will complete their self-evaluation using the “Truckee Meadows Community College Annual Evaluation Report.” The self-evaluation completed under the section titled Summary of Annual Evaluation reflects the completion of the criteria as set forth in the annual plan.
- 12.6 The Department Chair/Director shall review the faculty members’ self-evaluation for accuracy and completeness. The Department Chair shall state in writing his/her conclusions under the section titled Department Chair’s Comments.
- 12.7 The Dean shall review the contents of the self-evaluation written by the faculty member, and the conclusions of accuracy and completeness as stated by the Department Chair/Director. The Dean shall comment on the annual report under the section titled Dean’s Comments.
- 12.8 The Dean shall use the contents of the annual self evaluation, student evaluations, classroom observation(s) where applicable, and elements of the faculty member’s annual plan to designate an overall rating for the faculty member under the section Overall Rating.

## ARTICLE 12 FACULTY EVALUATION PROCESS

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- 12.9 The faculty member will review the annual report and attach their signature indicating they have read the annual evaluation.
- 12.10 In lieu of the Department Chair/Director reviewing the faculty members' self evaluation, departments may use full-time faculty evaluation committees to read, verify, and state conclusions on full-time self-evaluations.
- 12.11 Unsatisfactory Evaluations of Tenured Faculty
1. Formation of Faculty Support Committee: If after the completion of the process above a tenured faculty member covered by this Contract has received a first unsatisfactory evaluation, the evaluator will, with the agreement of the faculty member, create a three (3) person committee for the purpose of working with the faculty member to improve his/her performance. The faculty member shall choose one (1) member of the committee; the evaluator shall choose another member. The two (2) members thus chosen shall meet and choose a third (3<sup>rd</sup>) member for the committee from an instructional discipline similar to the faculty member's. All members of the faculty support committee shall be tenured faculty. All participants in the meeting or hearing must comply with confidentiality requirements related to personnel matters.
  2. Duties of Faculty Support Committee: During the semester following the unsatisfactory evaluation, the faculty support committee shall meet with the evaluator to determine 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 suggest revisions to the objectives, and the committee shall decide whether

## ARTICLE 12 FACULTY EVALUATION PROCESS

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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 academic year following the first unsatisfactory evaluation for the purpose of reviewing progress and offering assistance in meeting the objectives.

3. Report of Faculty Support Committee: Prior to April 1 in the year following the first unsatisfactory evaluation, the faculty support committee shall submit a report to the appropriate Dean, 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. The Dean shall prepare the faculty member's evaluation, taking into account the report of the faculty support committee.
- 12.12 The grievance process regarding the Annual Performance Evaluation is covered under Article 13.
- 12.13 Tenure-Track Faculty Performance Evaluation
1. Annual evaluations of tenure-track faculty shall utilize the same process (Article 12.3 & 12.4) as for tenured faculty. Performance evaluations for tenure-track faculty shall include thorough communication and documentation between the candidate, the tenure committee, the Department Chair/Director/Program Coordinator, and the Dean. The process shall include, but is not limited to, the following procedures:
  2. Should the tenure committee chair, the Department Chair/Director/Program Coordinator, or the Dean have concerns about the performance of a tenure-

## **ARTICLE 12**

### **FACULTY EVALUATION PROCESS**

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track candidate, they shall document in writing the nature of the perceived deficiencies.

3. The tenure committee shall meet to discuss the concerns, and to review supporting documentation.
  4. Those perceived deficiencies shall be shared with the candidate in a timely manner by his/her tenure committee.
  5. A proposed plan to remedy the deficiencies shall be drafted by the tenure committee chair and discussed with the candidate and the tenure committee.
  6. Progress in the form of measurable benchmarks towards remedying the concerns shall be documented. This documentation shall be made available to the tenure committee chair, the tenure committee, the Department Chair/Director/Program Coordinator, and the Dean.
- 12.14 The Department Chair/Program Coordinator/Director may conduct in coordination with the Dean a classroom observation of each full-time tenured faculty member at least once every three (3) years. This will be done on a rotating basis so that one third of all the full-time tenured 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/Director/Program Coordinator, in their role as faculty, is observed in the classroom once every three (3) years.
- 12.15 The Department Chair/Director/Program Coordinator will conduct a classroom observation and evaluation of all non-tenured, temporary and range-zero faculty once a year.

**ARTICLE 12**  
**FACULTY EVALUATION PROCESS**

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12.16 WebCollege courses shall be evaluated pursuant to guidelines established by WebCollege.

12.17 Annual plans may be used by the Dean/Department Chair/Director/Program Coordinator, incorporating recommendations made during the evaluation process, to mentor faculty.

## **ARTICLE 13**

### **Grievances Regarding Annual Performance Evaluations**

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Disagreements concerning job performance of full-time faculty covered by this Agreement should be resolved in a timely manner and as close to the perceived problem as possible. Tenured faculty and Tenure track faculty may grieve any evaluation level less than excellent. A faculty member who seeks to grieve an annual performance evaluation shall proceed as follows:

1. Meeting with Evaluator: The faculty member shall seek a meeting with his/her evaluator, for the purpose of discussing the evaluation. For academic faculty the evaluator shall be a Dean or Director. For administrative faculty the evaluator shall be the supervisor. The faculty member shall contact the evaluator to 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/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. The evaluator shall issue a written determination within ten (10) working days of the meeting. Such a determination shall state if the prior annual performance evaluation shall be maintained or modified/replaced. A copy of said determination shall be given to the faculty member in a timely manner.
  
2. Written Statement to Evaluator: 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 evaluator clearly outlining the portions of the written evaluation they disagree with and the reasons for the disagreement.

## **ARTICLE 13**

### **Grievances Regarding Annual Performance Evaluations**

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This statement shall be submitted within ten (10) working days of receipt by the faculty member of the written determination statement. The statement shall be attached to the faculty member's written performance evaluation and become a permanent part thereof.

3. Appeal to Evaluator's Supervisor: In lieu of the attachment to the evaluation described in paragraph 13.2, 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 receipt by the faculty member of the written determination statement. Although there is no form the appeal must take, it must be written and must clearly outline the portions of the written evaluation he/she disagrees 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/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 issue an appeal decision to revise or uphold the original evaluation based on his/her reading of the evidence within ten (10) working days of the meeting. Both the faculty member's original appeal and the subsequent decisions of any appeal shall be attached to the original performance evaluation.
  
4. Appeal to Vice President: If the appeal in 13.3 was not to the appropriate Vice President, and if the faculty member is still not content, he/she may appeal to the appropriate Vice President over his/her area within the College. In such a case the procedure used in 13.1.3 shall be repeated, substituting the appropriate Vice President for the evaluator's supervisor. This section shall not entitle a faculty member to a

**ARTICLE 13**  
**Grievances Regarding Annual Performance Evaluations**

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second hearing to a Vice President if he/she was the supervisor in 13.1. The results of the Vice President's review shall be final and shall become part of the evaluation documentation.

**ARTICLE 14**  
**GRIEVANCES—OTHER THAN ANNUAL PERFORMANCE**  
**EVALUATIONS**

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14.1 Definitions

1. 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 Contract alleged to have been violated. A grievant shall also mean the TMCC-NFA where it has rights under a provision(s) of this Contract alleged to have been violated.
2. Grievance: Grievance is defined as an act or omission to act by the respective administrations of the NSHE 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 Contract.
3. 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 Time for Filing Grievance

If an individual wishes to file a grievance, the grievance must be filed with the TMCC Human Resources Office on forms to be provided by the TMCC Human Resources office (or the Web site) within:

1. Ten (10) working days following the act or omission giving rise to the grievance; or
2. Ten (10) working days following the first time the grievant knew or should have known of the act or omission, if that is later. In this case the document must identify when the grievant first learned of the act or omission.

**ARTICLE 14**  
**GRIEVANCES—OTHER THAN ANNUAL PERFORMANCE**  
**EVALUATIONS**

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14.3 Content of Initial Filing

The initial filing shall contain the grievant's:

1. Name
2. Office and home address
3. 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
4. Remedy sought

14.4 Grievances Regarding Other Than Annual Performance Evaluations

Disagreements 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 Contract 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 Contract should be resolved timely and as close to the perceived problem as possible. A faculty member who seeks to grieve any of these issues shall proceed as follows:

1. Initial Meeting: The Dean, or designee, shall offer to meet with the grievant within ten (10) 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 ten (10) working days following the meeting. The Dean, or designee, shall transmit one copy of the decision document to the grievant and one copy to the TMCC-NFA. The decision document shall provide reasons for the decision.

**ARTICLE 14**  
**GRIEVANCES—OTHER THAN ANNUAL PERFORMANCE**  
**EVALUATIONS**

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2. Appeal to Vice President: If the grievant is not satisfied with the decision arising from the initial meeting, the grievant may appeal that decision to the appropriate Vice President, or designee, by filing an appeal with the TMCC Human Resources Office on forms to be provided by the TMCC Human Resources Office. The appeal must be filed within ten (10) working days following the issuance of the decision document arising from the initial meeting. The Vice President, or designee, shall offer to meet with the grievant within ten (10) 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 ten (10) 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 decision document shall provide reasons for the decision.

**ARTICLE 14**  
**GRIEVANCES—OTHER THAN ANNUAL PERFORMANCE**  
**EVALUATIONS**

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3. Appeal to President: If the grievant is not satisfied with the decision from the appeal to the appropriate Vice President or designee, 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 ten (10) working days following the issuance of the decision document from the appeal to a Vice President or designee. 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 the grievant does not request a meeting, the grievant shall submit a brief statement (10 pages or less) explaining why the decision from the Vice Presidential appeal was in error. The President shall issue a decision in writing within twenty 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 (1) copy to the grievant and one (1) copy to the TMCC-NFA. The decision document shall provide reasons for the decision.
  
4. Appeal to the Chancellor: If the grievant is not satisfied with the President's decision, 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 decision document from the President or designee. The appeal shall indicate whether a meeting with the Chancellor is requested and shall contain

**ARTICLE 14**  
**GRIEVANCES—OTHER THAN ANNUAL PERFORMANCE**  
**EVALUATIONS**

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a brief statement why the decision document from the President or designee 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 Contract 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. If no meeting is requested, the Chancellor, or designee, shall, after reviewing the appeal documents issue a response to the TMCC-NFA in writing within twenty (20) working days following the filing of the appeal. 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.

- 14.6 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 proper postage and 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. If mailed, the date of issuance shall be five (5) working days following the U.S. postal service post-mark.

**ARTICLE 14**  
**GRIEVANCES—OTHER THAN ANNUAL PERFORMANCE**  
**EVALUATIONS**

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14.7 Failure to Respond. Failure at any step of this procedure to issue a decision document 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 decision to the next step within the time specified shall be deemed an acceptance of the decision.

14.8 Representation. Faculty members have the right to present a grievance to TMCC and to have a grievance adjusted without intervention of the TMCC-NFA except in an appeal to the Chancellor.

All documents used by the grievant in presenting the grievance shall be made available to TMCC in a timely and expeditious manner. All 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. Any dispute over documents and their confidentiality shall be resolved by TMCC's system attorney.

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

14.10 Meetings. Meetings, for the purpose of discussing a grievance, shall be held at mutually agreeable places and times during working hours, unless agreed to in advance by all involved.

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

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

**ARTICLE 14**  
**GRIEVANCES—OTHER THAN ANNUAL PERFORMANCE**  
**EVALUATIONS**

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14.13 Complaints of Sexual Harassment; Other Grievance Procedures. Complaints of sexual harassment may be brought in other procedures that may exist at TMCC, within the NSHE, or through state or federal procedures established for that purpose, but not through this grievance procedure. In all other respects, this procedure is the exclusive grievance procedure available to members of the bargaining unit, except as otherwise provided in this Contract.

## **ARTICLE 15 RETRENCHMENT**

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### 15.1 Financial Exigency Procedural Interpretations

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

1. 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 NSHE 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 as a body according to its bylaws shall appoint one-half (½) of the members of the committee, at least one from each academic division. The President shall appoint one-half (½) of the members of the committee in addition to the committee chair.
2. 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 five (5) working days to give careful consideration to the President's reasons and to make any amendments to the plan in response thereto that the committee deems appropriate.
3. Any committee plan(s) submitted to the President shall also be submitted to the Faculty Senate.
4. 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.

## **ARTICLE 15 RETRENCHMENT**

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### 15.2 Retrenchment for Curricular Revision: Procedural Interpretations

Pursuant to NSHE 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.

### 15.3 Retrenchment Grievance Committee Composition under NSHE Code; Procedural Interpretations

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

1. The President of TMCC agrees that employment review committees established pursuant to the NSHE Code shall consist of no fewer than five (5) members.
2. The Faculty Senate as a body according to its Bylaws shall appoint one-half (½) of the members of the committee. The President shall appoint one-half (½) of the members of the committee in addition to the committee chair.

### 15.4 Retrenchment Grievances

Implementation of the provisions of the NSHE Code shall be consistent with the foregoing. Grievances alleging violations of this Code provisions shall not be subject to the grievance procedure contained in this Contract. Such grievances shall be subject to reconsiderations under Board of Regents, Title 2, Chapter 5. Claims that

## **ARTICLE 15 RETRENCHMENT**

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the provisions of the NSHE Code have not been applied consistently with the foregoing shall be subject to the grievance procedure contained in this Contract.

## **ARTICLE 16 MISCELLANEOUS**

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### 16.1 Completeness of Contract

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

### 16.2 Savings Clause; Severability

All provisions of this Contract shall be applicable, performed or enforced only to the extent permitted by law. In the event that any provision of this Contract is or shall at any time be found by a tribunal of competent jurisdiction to be contrary to law, all other provisions of this Contract 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.

### 16.3 Individual Faculty Contracts

Individual faculty contracts shall be consistent with this Contract.

### 16.4 Bargaining on a Successor Contract

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

## **ARTICLE 16 MISCELLANEOUS**

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### 16.5 Duration

This Contract shall become effective July 1, 2008 and shall remain in effect until the close of business on June 30, 2011. At the conclusion of any year, by mutual Contract of the TMCC-NFA and the administration, this Contract may be reopened for minor modifications which will be handled by a memorandum of understanding.

### 16.6 Choice of Laws and Choice of Forum

Any legal dispute brought under this Contract shall apply the laws of the State of Nevada in interpreting this Contract as well as in enforcing the same, without giving effect to its conflict of law principle.

Any action filed to litigate any element of this agreement are to seek the interpretation thereof shall be filed in the Second Judicial District Court in Washoe County, State of Nevada, unless preempted by federal law in which case it shall be filed in the U.S. District Court for the State of Nevada, in Reno, Nevada.

### 16.7 Lawful Disclosure

Any disclosure of information that is prohibited herein shall be allowed if done pursuant to lawful subpoena or court order.

### 16.8 Fiscal Consideration

In the event that the NSHE financial status is seriously impacted by the passage of any state or federal law, which restricts the budget of any of the special assignments provided for in this contract, the release time equivalencies and/or stipends may be

**ARTICLE 16**  
**MISCELLANEOUS**

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open for renegotiation. Any such renegotiation shall have general application and not individual application.

## **APPENDIX A FACULTY WORKLOAD POLICY**

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Workload is the primary measure of how a faculty member fulfills his/her contract. It is measured in contact hours and applied uniformly throughout the College. The Board of Regents Code defines a minimum load for a faculty member at a community college as thirty (30) credits per academic year. The following rules shall govern workload at TMCC:

1. Contact hours include formal class/lab meetings, whether for credit or not for credit, but part of a for credit program.
2. A standard of fifteen (15) contact hours per week per semester should be used to measure contractual workload for full-time instructional faculty in all applicable divisions.
3. A six-credit (6) per semester overload teaching limit, paid at the part-time rate, 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.
4. 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 applied when the number of students reaches fourteen (14). For numbers lower than fourteen (14), the payment will be prorated.
5. Independent study courses will not count toward faculty contractual loads or overload. The maximum number of independent study students that a single faculty member may oversee shall not exceed ten (10) in a single semester. 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).
6. Internship instruction will not count toward faculty contractual loads. All internships should be paid on a student credit hour basis (the base per credit

## APPENDIX A FACULTY WORKLOAD POLICY

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- fee for in-state students times the number of credits and times the number of students).
7. Cablecast Courses shall be treated as a normal course for purposes of contact hours. Any re-broadcast of a Cablecast class shall not generate additional contact hours.
  8. Class size is determined by the department with the approval of the Department Chair, Dean and Vice President. 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 fifty (50). No overload will be paid for classes wherein the enrollment exceeds the maximum class size.
  9. Faculty members who co-teach a class will be compensated on a prorated basis not to exceed the number of total contact hours that a single faculty member would be credited for if he/she taught the course (for example two faculty members who teach a three (3) credit (3 contact hours) class will each get 1.5 contact hours or some other combination leading to a total of 3 contact hours). Faculty are still obligated to meet the minimally established contact hours per number 2 above.
  10. 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 member. Care should be taken to ensure that faculty are not paid for teaching noncredit or continuing education classes during their normal work schedule that would lead to double payment.
  11. 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 fifteen (15), unless it is a part of their regular workload. The total paid or assigned for any one (1) course shall not exceed the regular per credit payment.

## APPENDIX A FACULTY WORKLOAD POLICY

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12. Counseling faculty work thirty-five (35) hours/week with the number of scheduled days determined by the approved academic calendar. Counselors' schedules are agreed upon by the Dean and Vice President for Student Services.

### **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 faculty 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 a two (2) contact hour 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:** One (1) contact hour stipend at part-time rate for 10-21 students above the maximum class size; Two (2) contact hour stipend at part-time rate for 22 or more students above the maximum class size (cablecast sections).

### **Full Time Faculty Contractual Load** (based on Contact Hours)

1. "A" Contract Faculty

## APPENDIX A FACULTY WORKLOAD POLICY

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- 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 may be 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 fifteen (15) contact hours 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 ten (10)-month year and do not earn annual leave.
  - b. “B” contract faculty work the equivalent of thirty (30) contact hours per year.
  - c. “B” contract faculty work the equivalent of fifteen (15) contact hours per week per semester (fall & spring).
  - d. “B” contract faculty maintain five (5) hours per week office hours.
  - e. “B” contract faculty maintain five (5) hours per week institutional service, staff development, etc.

## APPENDIX A FACULTY WORKLOAD POLICY

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- f. “B” contract faculty work at least ten (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. Counseling faculty work thirty-five (35) hours/week with the number of scheduled days determined by the approved academic calendar. Counselors’ schedules are agreed upon by the Dean and Vice President for Student Services.
3. Industrial/Applied Technology Faculty (i.e. Automotive Technology, Welding, etc.) will be assigned thirty-five (35) hours of contact per week. See Attachment A for details.

## APPENDIX A FACULTY WORKLOAD POLICY

### 4. Contact hour Calculations

Instruction	Weekly Contact per Semester	Contact Hours (CH)	Example (based on 3 contact hrs.)
Lecture	1	1	3 contact hours = 3 CH's
Laboratory	1	1	3 contact hours = 3 CH's
Laboratory: BIO 100, CHEM 100, ENV 100, PHYS 100		.80	12 semester contact hours = 0.8 CH's
Clinical: Instruction that requires continual on-site supervision in a clinical setting when students are present	1	1	3 contact hours = 3CH's
Clinical: Instruction that requires monitoring of students at distant clinical sites, but not direct supervision of students when on-site	1	.75	3 contact hours = 2.25 CH's
<b>Contact Hours Programs</b>			

**APPENDIX A  
FACULTY WORKLOAD POLICY**

<b>Music Lab</b>	0	.83	<b>3 contact hours = 2.49 CH's. 18 contact hours per week. Overload stipend provided for production for additional hours</b>
<b>Physical Education (PEX)</b>	0	.83	<b>3 contact hours = 2.49 CH's. 18 contact hours per week.</b>
<b>Studio Art</b>	0	.83	<b>3 contact hours = 2.49 CH's. 18 contact hours per week. Overload stipend provided for production for additional hours</b>
<b>Theater Lab</b>	0	.83	<b>3 contact hours = 2.49 CH's 18 contact hours per week. Overload stipend provided for additional hours</b>
<b>Independent Studies</b>			
Independent Studies, Internships, Practicum	0	0	The basic per credit fee for in-state tuition times the number of credits and

**APPENDIX A  
FACULTY WORKLOAD POLICY**

			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 credits per semester	1 CH stipend at part-time rate for 10-21 students above the maximum class size; 2 CH stipend at part-time rate for 22 or more students above the maximum class size
<b>Reassigned Time*</b>			
Department Chairs	0	Determined by NFA Contract	Per approval of VP
Program Coordinators	0	1-6 credits per semester	Per approval of VP

**APPENDIX A  
FACULTY WORKLOAD POLICY**

Faculty Senate Chair	0	50% release time	Consisting of 15 credits per year or 7.5 credits per semester excluding summer/winter term B+20 days
Faculty Senate Chair-Elect	0	25% release time	Consisting of 7.5 credits per year or 3.75 credits per semester excluding summer/winter term \$1,000
Faculty Senate Committee Chairs	0	3 credits per semester	Academic Standards, Curriculum, Budget, Professional Standards, Gen. Education
Newspaper Advising	0	3 credits per semester	Per approval of the VP
Other College Approved Assignment	0	Variable	Administrative approval
Non-reoccurring Assignment/Medical leave	0	1-15 credits per semester	Administrative approval

## **APPENDIX A FACULTY WORKLOAD POLICY**

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\* Reassigned time may be altered by NFA contract and is awarded at the rate of thirty-five (35) hours per credit adjusted for the term.

## **APPENDIX A FACULTY WORKLOAD POLICY**

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### **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 six (6) overload contact hours 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. Summer school overload must be approved by the Vice President or his/her 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.
5. No faculty member may have a contract workload exceeding twenty-one (21) contact hours (including release time, classes, and web classes) in any given semester without approval of the Vice President.

## ATTACHMENT A FACULTY WORKLOAD POLICY

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Faculty members at the Edison Way campus have a thirty-five (35) hour work week requirement. The assignment is broken down as follows:

1. Number of hours on duty: 35 a week for 172 days
2. Direct instructional hours: 20 a week for 160 days
3. 15 hours for office hours and other student contacts, but not direct instruction
4. 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.

**ARTICLE 17**  
**CONCLUSIONS OF NEGOTIATIONS**

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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 the Contract 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 Contract.

SIGNATURES OF AGREEMENT

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

FOR TMCC-NFA

TMCC PRESIDENT

\_\_\_\_\_  
Scott Huber, NFA President

\_\_\_\_\_  
Dr. Maria Sheehan, TMCC President