



**TMCC**

**Truckee Meadows  
Community College**

**Nevada Faculty Alliance (NFA)  
NFA Contract  
2022-2025**

TMCC  
12/16/2022



# **NFA CONTRACT FOR 2022-2025**

Truckee Meadows Community College

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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. See definitions below.

## **Article 2**

### **Definitions**

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**A-Contract** – Faculty that work for 12 months on a full-time contract. Entitled to regular state and federal holidays. Employees on an A-Contract accrue annual and sick leave. See BOR Title 4, Chapter 3, Section 20

**B-Contract** – Faculty that work 172 days per academic year. Employees on a B-Contract do not accrue annual leave but do accrue sick leave and are entitled to regular state and federal holidays and student breaks in conformity with the adopted TMCC academic calendar

**Academic Faculty** – Instructional faculty, librarians and counselors on professional contracts who create and disseminate scholarly information or provide professional services through teaching, counseling, or library services, as their primary responsibility

**Academic Year** – The period traditionally between the beginning of the academic term in the fall, and the end of the academic term in the spring as defined by the academic calendar

**Administrative Faculty** – Administrative Faculty are those on professional contracts who perform responsibilities related to the formation and implementation of managerial policies or general operations of the college, as their primary responsibility. Pursuant to the Board of Regents Code, some Administrative Faculty are not covered by this NFA Contract

**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

**Contract Days** – the 172 days B-Contract faculty are required to work per academic year

**Contact Hours** – the primary unit of measure for workload and, a unit of instruction whereby faculty are involved with students in a class or laboratory setting. A standard workload is fifteen (15) contact hours per semester

**Fiscal Year** – July 1 through June 30

**FTE** – Full Time Equivalent

**Full Load** – 30 credit or equivalent teaching per academic year for instructional teaching faculty



**Grievance** – “A grievance is an act or omission to act by the respective administrations of the System institutions, allegedly resulting in an adverse impact on the employment conditions of a faculty member relating to promotion, appointment with tenure or other aspects of contractual status, or relating to alleged violations of the NSHE Code or institutional bylaws. Decisions of the Board of Regents are not subject to review by grievance procedures. Any decision which involves the nonreappointment to or termination of employment of faculty as provided in Subsections 5.4.2, 5.8.2, 5.9.1, 5.9.2, 5.9.3 and 5.9.4 of the NSHE Code, or the furlough or lay off of faculty for financial exigency or curricular reasons is not subject to review by grievance procedures.” NSHE Code, Title 2, Section 5.7.2

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

**HR** – The abbreviation for the TMCC Human Resources Office.

**Instructional Faculty** – Faculty members with teaching as their primary work responsibility, including Department Chairs, Discipline Coordinators, Academic Program Coordinators and Academic Program Directors

**Non-instructional Days** – Non-teaching contract workdays for teaching faculty

**Overload** – Compensation paid or work performed beyond the contract determined “full load”

**Plus Days** – compensated days assigned to do work in addition to the designated contract days

**Re-assigned/Release Time** – Teaching load that is reduced in consideration of the performance of alternate duties

**Stipend** – A monetary compensation for services rendered beyond the base contract

**Tenured** – Faculty members who have been granted tenure by the Board of Regents

**TMCC-NFA** — The collective bargaining unit for faculty members at TMCC. Any reference in this contract to agree, consult, notify, contact, etc. with/to TMCC-NFA will be made with the TMCC-NFA Chapter President or their designee.

**Working days** – Traditionally Monday through Friday, including holidays not observed by NSHE.

**Workload** – Teaching and other assignments that are contractually determined.

## **Article 3**

# **Academic Freedom, Shared Governance, and NFA Prerogatives and Responsibilities**

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### **3.1 Academic Freedom**

Academic freedom is a cornerstone of public higher education, and TMCC recognizes its value and importance to our academic mission. The freedom of intellectual inquiry, together with the freedom to express views on academic and professional issues without fear of reprisal, are essential to delivering quality programs with integrity and fidelity. Academic freedom extends to research, creative activities, and also to classroom instruction, including to the topics discussed and the pedagogies adopted therein, as appropriate to the discipline. A college that promotes civil, rational, and collegial discourse is one that promotes intellectual diversity and seeks collaborative solutions.

### **3.2 Shared Governance**

In parallel, TMCC welcomes and values collaboration with faculty on institution-wide matters through the practice of shared governance, which gives faculty, through bodies such as TMCC-NFA and Faculty Senate, a prominent and meaningful role in college planning and decision-making. These bodies collaborate with administration on the development of policies and standards pertaining to their charters. Further to TMCC-NFA's role in shared governance:

1. TMCC-NFA represents bargaining unit members in all matters included in this Collective Bargaining Agreement.
2. When the administration forms a shared governance committee that deals with issues regarding the Collective Bargaining Agreement or defined in the Board of Regents

- Handbook, Title 4, Chapter 4, Section 13, TMCC-NFA will appoint a representative.
3. The college will provide a space (without charge) for TMCC-NFA members to conduct business or in which to stage contract negotiations.
  4. TMCC shall provide a full list of all faculty who are members of the bargaining unit each semester (Fall and Spring).
  5. Service as a member of the TMCC-NFA Negotiating Team when this Collective Bargaining agreement is open for negotiations shall count toward the five (5) hours of institutional service required of faculty in Article 8: Faculty Workload. This service shall include training, preparation for sessions, negotiation sessions, and any ancillary work required to complete contract negotiations.
  6. TMCC shall create a page on the college website that contains a link to the current TMCC-NFA Contract and any MOUs or addenda, a list of current TMCC-NFA officers with contact information, and a link to the TMCC-NFA website hosted on the State NFA web server. TMCC-NFA will be responsible for providing current information to TMCC for the web page.

### **3.3 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.
2. 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.

3. 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.

#### **3.4 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 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 recommendation of the Faculty Senate and the Vice President for Academic Affairs. Calendars are proposed by the Vice President for Academic Affairs in two-year blocks at the beginning of Spring semester. In the absence of any 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. 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 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 their students are available for instruction. With regard to changing assignments from day to night, night to day, from one site to another, or between online and face-to-face instruction, the Department Chair/Director/APC/APD 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/Director/APC/APD 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, re-assignments 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/APC/APD may independently determine faculty re-assignment. In making such determination, however, the Department Chair/APC/APD shall take into consideration the preferences

of the affected faculty member(s) as well as the staffing needs of the division.

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

# Article 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 Academic Salary Schedule as established in Chapter 3, section 3, of the Nevada System of Higher Education Procedures and Guidelines Manual.

### 5.2 Placement

1. The Community College Academic Salary Schedule shall govern the placement of new faculty members on the salary schedule as specified in the NSHE Procedures and Guidelines Manual. Initial placement for new faculty should be based on factors such as: the degrees obtained, licenses and certifications, teaching/counseling experience, and occupational/related work experience. Original placement made upon contract start date can be adjusted following appropriate verification of academic credentials within thirty (30) calendar days of the effective date of employment to establish teaching and related work experience.
2. Authorizing a higher salary to attract an applicant in disciplines pre-defined as



difficult to recruit starts when HR, in consultation with Faculty Senate, submits recommendations to the President for designating difficult to recruit positions. The President shall review the recommendations and forward their determinations to the Chancellor. As outlined in the NSHE Procedures and Guidelines Manual (Chapter 3, Section 3.2b), “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.”

3. At the time of hiring, faculty members shall be offered appropriate A, B, or B+ Contracts as defined in Article 8 of this Collective Bargaining Agreement. 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 their supervisor. 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.

### **5.3 Additional Compensation**

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

1. If additional work is based upon a fixed number of days as determined by administration and accepted by the faculty member, the following formula will be used. The faculty member’s base salary divided by 172 days shall provide the daily rate for that faculty member. 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 rate determined by the Dean and the Vice President.

#### **5.4 Movement on the Salary Schedule**

Provisions for movement within the Community College Academic Salary Schedule are provided in the NSHE Procedures and Guidelines Manual. The Professional Advancement Program is defined in Section 35 of Title 4, Chapter 3 in the Board of Regents Handbook. It provides mechanisms for advancing skills or a degree to move on the salary schedule.

#### **5.5 Salary Adjustments**

1. TMCC will work with TMCC-NFA through shared governance bodies when formulating policies and procedures related to salary adjustments for the collective bargaining unit, including Cost of Living Adjustments, Merit Increases, Salary Equity Studies and Adjustments, Rank Advancement, and so on. Resulting policies will be published by the administration and maintained jointly with faculty. TMCC-NFA recognizes that during periods of financial difficulty, such as when the biennial state budget is cut by ten (10) percent or more, plans regarding salary changes may need to be paused or reconfigured and the administration may require added flexibilities. Where the college must consider budget reduction measures, the administration will consult with TMCC-NFA and other employee groups through shared governance bodies to seek input from all stakeholders.
2. 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.

## **5.6 One-Time Salary Payments**

By no later than June 30, 2023, TMCC will disburse a one-time extra salary payment to all faculty covered by this contract, in the amount described herein.

1. Faculty with a gross annual salary up to \$49,999.00 will receive a \$2,600.00 one-time payment;
2. Faculty with a gross annual salary between \$50,000.00 and \$99,999.00 will receive a \$2,300.00 one-time payment; and
3. Faculty with a gross annual salary over \$100,000.00 will receive a \$2,000.00 one-time payment.

## **5.7 Summer School**

1. Compensation for summer school shall be paid to members of the academic faculty under the authority of NSHE Procedures and Guidelines Manual (Chapter 3.6.6).
  - a. B-Contract Academic Faculty will be paid 1.875% of their base contract amount from the TMCC salary scale per credit hour. This rate shall not go below the part-time faculty rate and shall not exceed the maximum of the faculty member's pay range. B-Contract Academic Faculty may teach a maximum of nine (9) credits total during Summer School.
  - b. A-Contract Academic and Administrative faculty teach Summer School as an overload and are paid at the part-time faculty rate unless their contract requires a Summer School load. In that case, they are paid as stipulated in their agreement upon hire. As this is an overload, these faculty may only teach (6) credits total in

Summer unless their contract stipulates otherwise.

2. If enrollments in all of a B-Contract faculty member's Summer School classes fail to produce the revenues required to cover the instructor's salary for all the classes they are teaching, the Vice President of Academic Affairs may negotiate a mutually agreeable lower rate instead of canceling the classes.
3. Additional credits may be taught under extenuating circumstances when recommended by the Department Chair/APC/APD /Director and with the approval of the Dean and the Vice President of Academic Affairs.
4. Department members, in consultation with the department chair shall create an equitable policy for assigning summer classes to interested faculty members. Full-time faculty members have the right of first refusal regarding initial assignment of summer classes.

## **5.8 Workload**

Article 8 of this Collective Bargaining Agreement constitutes the approved TMCC Faculty Workload Policy. 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. Death Benefits
- b. Leave of Absence Without Salary
- c. Sabbatical Leave
- d. Sick Leave
- e. Annual Leave
- f. Family and/or Medical Leave
- g. Military Leave
- h. Judicial Leave
- i. Reduced Appointments for Tenured Faculty
- j. 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
- f. Medicare Participation
- g. Mileage Reimbursement
- h. Voluntary Benefits (Personal Accident, Supplemental Term Life, Cancer Care, Short-Term Disability, Long-Term Care and Auto- Homeowners/Renters, Prepaid Legal, Pet Insurance)
- i. Phased-in Retirement
- j. Retirement: Defined Contribution Plan
- k. Safe Working/Learning Environment
- l. Section 125 Plan
- m. State Deferred Compensation Plan
- n. Tax Sheltered Annuities\
- o. Unemployment Compensation Insurance
- p. Worker’s Compensation Insurance
- q. Holidays. The following system-wide legal holidays are provided to members of the bargaining unit:

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

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.

### **6.3 Personal Day**

A B-Contract Faculty member shall have one contract day per academic year to conduct personal business. The faculty member shall obtain prior approval from their supervisor. No class cancellation is permitted. Coverage for classes is the responsibility of the individual taking the personal day. Personal days do not rollover and must be

used in the same academic year awarded.



## **Article 7**

### **Additions to the Workforce**

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#### **7.1 Selection of Full-Time Tenure-Track Faculty**

1. Replacement of Academic Faculty: A tenured academic faculty position that becomes available will be replaced with a tenure-track position. A tenure-track faculty position shall be advertised for at least thirty (30) calendar days prior to the date the position is closed.
2. Faculty Search Committee, Tenure Track Positions
  - a. Search Committee Chair. A faculty search committee for tenure-track, faculty positions shall be chaired by the Department Chair, Director or Program Coordinator, or their designee, as approved by the Dean.
  - b. Search Committee Composition.
    - i. Four (4) other faculty members, preferably tenured, (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 HR will constitute the voting search committee.
    - ii. Because of the unique, departmental, and student perspective that classified employees can bring to searches, it is desirable that (1) one classified employee participate in each search, as an ad hoc observer. This person will be invited to attend all candidate interviews, teaching demonstrations, and informal meetings as time permits to form

recommendations that will be shared with the committee Chair and considered by the committee.

iii. At the discretion of the search committee, a community representative may also be included as a non-voting member.

3. Training for the Search Committee. A representative from HR and/or Equity, Inclusion and Sustainability will provide training in EEO compliance as well as procedures for conducting a search committee meeting and will be available as needed.
4. After the completion of the search committee process, the search committee will forward a recommendation of up to three (3) candidates, including any ancillary information, 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 given the information from the search committee. If the Vice President does not concur with this recommendation, the decision will be explained to the Dean and the committee. The committee will then, at its discretion, either recommend other candidates from the existing pool or choose to reopen the search.
5. Whenever possible, the search committee will assist with the development of the job announcement.

## **7.2 Selection of Full-Time Temporary Faculty**

When there is insufficient time or funds to fill the position with a search as defined in

Article 7.1, a search for a temporary faculty member may be made with the agreement of the TMCC-NFA President or their designee and with the approval of the Dean, the Vice President, and the President. A temporary full-time faculty position shall be advertised for at least thirty (30) calendar days prior to the date the position is closed. If the search for a temporary faculty position is not known until after July 1 for Fall Semester or November 15 for Spring Semester, a ten-day period of advertisement may occur if approved by the Dean.

1. Full-time temporary hires may be rehired beyond one year only if necessary, based on a budgetary or programmatic reason that precludes conducting a tenure-track hire. Any extension of the one-year hire must be justified in writing annually and approved by the Vice President and the President in agreement with TMCC-NFA. Temporary (multi-year) academic positions may be hired on grant or contract related requirements and commitments. These positions shall be approved within the college's budgetary process.
2. Except under unusual circumstances, a search committee will be utilized as described in Article 7.1 to hire temporary full-time faculty. The Vice President may waive this requirement, but only after consultation with the Dean and agreement with the TMCC-NFA. Any request for a waiver shall include clear reasons for it.
3. Given the temporary status of this position, the search process will use a reasonable and economical means to seek qualified candidates, including advertising and travel stipend for candidates except in special circumstances and where additional funds are available.

### **7.3 Selection of Full-Time Emergency Temporary Faculty**

1. In the very unusual circumstances that a position needs to be filled less than 15 working days before the start of a semester, the Dean, with agreement of TMCC-NFA, may approve an emergency temporary hire. All requirements in 7.1 and 7.2 may be waived at the discretion of the Dean with approval of the Vice President and in agreement with the TMCC-NFA President or designee. Due to the emergency status of the replacement, the department may utilize the existing pool to fill the vacancy and make the recommendation to the Dean for approval.

#### **7.4 Tenure Probationary Committee**

Once seated a Tenure Probationary Committee member may not be removed from the Committee without justifiable cause and then only with the approval of the Vice President for Academic Affairs in consultation with the NFA.

## **Article 8**

### **Faculty Workload**

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Workload is the primary measure of how a faculty member fulfills their 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. Every attempt should be made to ensure that student needs and faculty welfare are considered in the assignment of faculty workload.

#### **8.1 Rules Governing Workload**

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 schedule full-time instructional faculty. Except in extraordinary circumstances, tenured faculty may refuse a teaching assignment beginning after 5:00 p.m. which is directly followed by an early morning assignment (before 9:00 a.m.) or for more than two consecutive courses in a row. Department course schedules are designed to meet student and programmatic needs. Departments shall establish and maintain an equitable process for course assignments.
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. Independent Study courses and Internship courses are scheduled as single-seat

sections for directed learning by individual students. These sections will not count toward faculty contractual loads or overload but are instead paid at the Independent Study rate found in Table 2.0 of this Article. The maximum number of Independent Study and/or Internship students that a single faculty member may oversee shall not exceed ten (10) in a single semester. Note: Independent Study does not refer to scheduled group-instruction courses in which students perform work semi-independently, such as project-based learning or undergraduate research. Such group-instruction sections will count toward faculty contractual loads or overloads. Low-enrolled courses shall not be paid at the Independent Study rate.

5. Course enrollment caps are determined by the department with the approval of the Dean and Vice President. Course enrollment caps reflect the responsibilities other than direct instruction, including but not limited to, the pedagogical methods employed, safety concerns, and the need for individualized attention. No discipline may set their maximum class size to greater than fifty (50) students, with the exception of instructor-assisted open entry classes. No overload will be paid for classes wherein the enrollment exceeds its established enrollment cap when done with the consent of the individual instructor.
6. 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 they 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). This section does not apply to learning community teaching assignments.

7. Academic faculty members who teach noncredit or continuing education classes that are not a part of their regular workload will be paid as reflected in the agreements between the hiring supervisor and the faculty member. Faculty shall not be paid for teaching noncredit classes that conflict with their normal contractual obligations.
8. 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 respective Vice President.

## **8.2 Online Instruction**

The college recognizes the growing importance of online instruction, including online teaching as well as any course that has online components. Faculty and staff have invested significant amounts of time to develop courses, online degrees, and certificates.

1. If there is need for a course to be created or modified to support a specific degree or certificate, the college may offer faculty a stipend or release time for development through the negotiated process for special assignments agreed upon in the NFA contract.
2. The Web College Department will work with faculty, Deans, and Directors in the development and support of online courses to include design, approaches to online learning as well as adherence to the Faculty Standards for Online Instruction as approved by Faculty Senate.
3. The Web College Department will ensure appropriate training for faculty teaching online is held each semester.

4. Online courses are subject to the same academic discipline standards and management as any course in a traditional classroom setting.

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

#### 1. B-Contract Faculty

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.

- a. Teaching Workload. B-Contract faculty teach thirty (30) contact hours per year, split as evenly as possible between each semester (Fall and Spring).
- b. Student Support Times (AKA Office Hours): B-Contract faculty maintain five (5) hours per week outside of scheduled instruction to provide personalized assistance to meet student needs in a variety of ways.
  - i. There are two different types of student support time: 1. Scheduled office hours consistent with the mode of instruction (e.g., In Person, Online, etc.), and 2. Other Support Time activities such as: Providing One-on-One Support for students who need extra help, Review Sessions, Study Sessions, Advising, Student Conferences, Student Requested Appointments, Meetings with Students in alternate modalities if requested.
  - ii.. Faculty will deliver and be accountable for: 1. At least three (3) hours of regularly scheduled student support times consistent with the mode(s) of instruction and 2. No more than two (2) hours of Other Support Time.
  - iii. Faculty will detail their approach to Student Support Time in the syllabus



under the heading “Student Support Time and Office Hours”

- iv. Modifications to the established Student Support Time Approach in the Syllabus must be clearly communicated to students and must be coordinated with the faculty member’s supervisor.
- v. With regard to accountability, faculty should be prepared to verify the delivery of Student Support Time as detailed in their syllabi.
- c. Institutional Service Hours: B-Contract faculty perform five (5) hours per week of service to students and the institution. This can come in many forms, with as much of this on campus as possible. This service may include but is not limited to: committee work, professional development, meetings, workshops, student events, etc.
- d. B-Contract faculty work at least ten (10) hours per week on instructional activities including grading, preparation, etc.
- e. B-Contract faculty work a minimum of 172 days in an academic year.
- f. The following events are mandatory for faculty to attend: Convocation (Fall and Spring) and Commencement.
- g. In some circumstances plus days may be added to “B” contracts to accommodate additional assignments per approval of the Vice President.
- h. B-Contract Counseling and Library 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 appropriate Vice President or designee.
- i. If the contact hours referenced in section c above are reduced, hours in sections d,

e, and f would be proportionally reduced excluding instructional overload assignments.

2. A-Contract Faculty

A-Contract faculty have the same workload expectations as B-Contract faculty. In addition, A-Contract faculty work year-round and earn annual leave. A-Contract instructional faculty work the equivalent of fifteen (15) contact hours per semester (Fall and Spring) and work thirty-five hours per week during the summer and academic breaks. No overload is paid to instructional A-Contract faculty except for work done outside of the work hours as approved by the division Dean.

3. Variable Instructional Workload

Non-traditional instructional programs or services such as industry training and other unique training needs may require instructional delivery at a different pace than traditionally scheduled courses. To accommodate those needs, faculty may need to modify their working hours to deliver the requested instruction in prior consultation with their supervisor.

- a. For the purpose of calculating workload in this model, fifteen (15) contact hours will count as the equivalent of one (1) credit toward workload, unless otherwise specified by accreditation or certification agreements.
- b. This modified workload may also be accommodated through an Additional Assignment or through a written agreement between the TMCC-NFA and the administration.

**8.4. Faculty Advising**

Full-time faculty are eligible to receive the equivalent of 3 credits of workload annually

to participate in the TMCC faculty advising program with mutual agreement between the Faculty member and the faculty member's supervisor. The program requires:

1. Advising 25 to 30 students annually, unless otherwise agreed upon;
2. Annual training provided by TMCC Advising;
3. Assignment and co-reporting to a full-time TMCC advisor specific to this workload responsibility with the intent of providing ongoing support, student interaction tracking and assessment.

#### **8.5. Contact Hour Calculations**

1. Definitions for Table 1.0
  - a. **Contact Hour (CH)** is the primary unit of measure for workload and is a unit of instruction whereby faculty are involved with students in a class or laboratory setting. A standard workload is fifteen (15) contact hours per semester.
  - b. **Compensated Contact Hours (CCH)** is the number of Contact Hours the instructor is compensated for.
  - c. **Contact Hour Ratio (CHR)** is the ratio of Contact Hours to the Compensated Contact Hours (CCH).
  - d.  **$CCH = CH \times CHR$** . When the Contact Hour Ratio = 1.0, then the Contact Hours (CH) equals the Compensated Contact Hours (CCH). When the CHR is less than 1.0, then the Contact Hours does not match the Compensated Contact Hours.
    - o **Example 1:** an instructor is in a lab for 2 hours per week and the lab has a CHR of 0.60, the instructor is compensated for 1.20 Contact

Hours (CCH = 1.20).

- **Example 2: (non-major Science class):** An instructor teaches a lecture class that has 3 Contact Hours per week, plus a lab that meets 4 times per semester for 3 hours each, for a total of 12 lab hours per semester. The lab Contact Hours per week =  $12/15 = 0.80$  CH. The lecture and lab both have a CHR = 1.0.  $CCH = (3 \text{ lecture CH} \times 1.0 \text{ CHR}) + (0.80 \text{ lab CH} \times 1.0 \text{ CHR}) = 3.80 \text{ CCH}$
- **Example 3: (Visual Arts combined lecture/lab class):** An instructor teaches four lecture/lab classes that have 5 Contact Hours per week: 3 are lecture and 2 are lab. The lecture CHR = 1.0, and lab CHR = 0.60.

- **Compensated Contact Hours for each class:**

- $(3 \text{ lecture CH} \times 1.0 \text{ CHR}) + (2 \text{ lab CH} \times 0.60 \text{ CHR}) = 4.20 \text{ CCH}$ .
- Total workload Contact Hours = four classes  $\times$  4.20 = 16.8 CCH.
- Overload =  $16.8 - 15.0 = 1.8 \text{ CCH}$

**8.6 Table 1.0: Contact Hour Ratios**

Instructional Area	Contact Hour Ratio (CHR)	Example Class with Contact Hours (CH) and Compensated Contact Hours (CCH)
Standard Instruction	1.0 CHR	Contact hours per week (per 3 credit class): 3 Contact Hours = 3.0 CCH
Standard Science Labs (Majors Lab) that meet weekly	1.0 CHR	Contact hours per week (per 3 credit class): 3 Contact Hours = 3.0 CCH
Science Labs (“Non-majors Lab”) that meet four times per semester (E.G.: BIO 100, CHEM 100, ENV 100, PHYS 100 and any other labs with four total meetings/course)	1.0 CHR	4 labs per semester with 3.0 CH per lab = 12 Contact Hours per semester.

		0.80 Contact Hours per week 0.80 CCH
Allied Health Clinical: Instruction that requires monitoring of students at distant clinical sites, but not direct supervision of students when on-site	0.75 CHR	3 Contact Hours = 2.25 CCH
Labs or Studios for Physical Education (PEX), Dance (DAN), Studio Art (ART), Graphic Arts (GRC, VIS), Music (MUS, MUSA) Theatre (THTR) Labs or Studios	0.60 CHR	Example: PEX Lecture/Lab class: 2 Contact Hours per week total (1 hr Lecture x 1.0 CHR) + (1 hr Lab x 0.60 CHR) = 1.60 CCH.  Example: ART Lecture/Lab class: 5 Contact Hours per week total (3 hr Lecture x 1.0 CHR) + (2 hr Lab x 0.60 CHR) = 4.2 CCH.

### 8.7 Table 2.0: Compensation and Reassign Time

<b>Independent Instruction</b>	<b>Compensation</b>
Independent Study, Internships, Practicum	Compensation per student is calculated by multiplying the compensated contact hours listed for the appropriate instructional type (See Appendix A, Table 1.0) by the State Operating Budget portion of the registration fees (at the current Lower or Upper Division level) as defined in Chapter 7, Section 17 of the NSHE Procedures and Guidelines Manual
Private Instruction	\$300/semester for ½- hour lessons per week per student.
<b>Position</b>	<b>Reassigned Time</b>
Department Chairs	Determined by NFA Contract, Per approval of VP.
Academic Program Coordinators and Academic Program Directors	Determined by NFA Contract, Per approval of VP.
Faculty Senate Chair	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	25% release time, consisting of 7.5 credits per year or 3.75 credits per semester excluding summer/winter term. \$1000 stipend
Faculty Senate Committee Chairs	15 credits per semester to be allocated by the Faculty Senate as deemed equitable at its discretion. Faculty Senate must notify Human Resources in writing of the allocation.
Other College Approved Assignments	Variable, Administrative approval.
Non-Reoccurring Assignment/Medical Leave	1-15 credits per semester, Administrative approval.

*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.*

## **8.8 Overload Policies**

1. Instructional overload will be paid at the TMCC approved rate for part-time instruction.
2. In an individual semester, faculty may teach no more than six (6) overload contact hours (including release time, classes, and web classes) over their established regular faculty workload contract except with the recommendation of the Department Chair/Academic Program Coordinator/Director and approval of the appropriate Dean and Vice President.
3. Summer school overload must be approved by the Vice President or their designee.

## **Article 9**

### **Additional Assignments**

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#### **9.1 Purpose and Scope**

This section is intended to address all Additional Assignments that may be assigned to any person covered by the terms of this Contract. The various positions that are covered may include (but not be limited to) Clinical Coordinator, Discipline Coordinator, Student Learning Outcomes and Assessment Coordinator, Lead Faculty, and any other positions which falls under the category of Additional Assignment.

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 e-mail. 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.

#### **9.2 Authority and Responsibility**

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

1. Provide a communication link between faculty, Department Chair/APC/APD/Director and academic administrators.
2. Recommend a schedule of course offerings and faculty schedules to the Department Chair/APC/APD/Director.
3. Meet regularly with the academic administrators and Department Chair/Program Coordinator/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/APC/APD/Director and the Dean for the program design, development, and review process.
8. Make recommendations to the Department Chair/APC/APD/Director and Dean for the discipline review process.
9. Assist with new program development.
10. Under the supervision of the Department Chair/APC/APD/Director work with HR 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

### **9.3 Accountability**

The faculty member with an Additional Assignment is accountable to the appropriate Department Chair/APC/APD/Director for all the responsibilities agreed upon in writing at the time of appointment. The faculty member will account for the Additional Assignment in a letter report addendum to their Annual Evaluation.

### **9.4 Appointment**

When an Additional Assignment position opens, a description of the position with proposed compensation, including specific start and end dates, 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/APC/APD/Director shall make a recommendation to the Dean for hire. Additional Assignments shall not extend beyond the fiscal year. The appointment cannot be unilaterally revoked by the Department Chair/APC/APD, 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, or for cause. The Additional Assignment description and the final negotiated terms of compensation will be published and kept updated online on a page linked to the Vice President of Academic Affairs webpage.

#### **9.5 Disputes, Vacancies, and Removal**

A faculty member may be removed from their Additional Assignment:

1. By the President, on the recommendation of the Dean and Vice President, from their Additional Assignment for failure or refusal to perform the normal and reasonable duties of their Additional Assignment, or for any of the formal causes for discipline specified in NSHE Code, provided the faculty member has been given written notice of the allegations supporting the removal and an opportunity to respond.
2. If a faculty member is relieved of the administrative duties of the Additional Assignment, 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 faculty member's Additional Assignment 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 Additional Assignments**

Compensation for Additional Assignments will be determined as follows:

1. Ratio of one credit of reassigned time to thirty-five (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, the faculty member will provide a proposed schedule 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, HR will need to be notified so the contract can be revised.
6. Whenever possible, the faculty member receiving the assignment will be given the right to choose between course release and a stipend. When this is not possible, the Vice President for Academic Affairs will provide an explanation to TMCC-NFA.

# **Article 10**

## **Department Chair Responsibilities and Compensation**

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### **10.1 Purpose and Scope**

The Department Chair position at Truckee Meadows Community College exists as an academic faculty position. Department Chairs are members of the bargaining unit. The Department Chair primarily serves as a leader and advocate for their departmental colleagues and for the curriculum and programs of the department.

Working collegially with the Dean and the VPAA in a shared governance model, the Department Chair ensures excellent academic program quality. Due to the scope and importance of responsibilities, the Department Chair position at Truckee Meadows Community College is an A or B+ contract, determined by the members of the department in consultation with the Dean based on the workload and responsibilities of that department.

The Department Chair supports the work of faculty in reaching the goals of the department. A tenured faculty member serving as Department Chair shall maintain all rights and privileges of the faculty.

### **10.2 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.

### **10.3 Duties of the Department Chair**

The Department Chair is responsible, either directly 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 along with the department teaching faculty reviews and evaluates courses taught in the area, overseeing curriculum to ensure it is 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, the evaluation of transfer credit, the review of course substitutions, and the use of resources in the department, with appropriate involvement of members of the department and approval of the Dean.
- c. The Department Chair, in conjunction with appropriate teaching faculty, 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 ensure 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 meets with the Dean regularly and as needed to exchange pertinent information, plan, and address concerns related to the department.
- g. The Department Chair meets with other Department Chairs regularly and as

needed to exchange pertinent information, plan, and address concerns related to the department, the Divisions, and/or the College.

- h. The Department Chair acts as a liaison with the College community and appropriate organizations within and/or outside the College.
- i. The Department Chair coordinates faculty participation in the development and review of learning outcomes and assessment at the course and program level.
- j. The Department Chair coordinates faculty participation in accreditation, certification and with other external organizations.
- k. The Department Chair conducts at least two regular department meetings per semester. On the recommendation of or in consultation with the Dean, other meetings may be called to facilitate department business.
- l. The Department Chair facilitates the discussion and creation of departmental policies such as travel, overloads, or textbooks by the members of the department. Departmental policies are accepted or rejected by a simple majority of all full-time teaching faculty members of the department. “Departmental Policy” as used in this subsection is not a college policy, must be written, and shall not be applied or enforced against any faculty member not a member of the department or program adopting the policy. Department policy cannot conflict with TMCC and NSHE policy. Department policy shall be reviewed by the Dean or appropriate administrator. If there are objections to the policy, the Dean shall return the policy to the Department members for revision. Policies are enacted once approved by the Dean.
- m. Departments may hold confidential, department meetings with department faculty

and other appropriate guests invited by the Chair. No official business, motions or votes may take place in these sessions, unless a quorum (50% + 1) of all permanent department faculty members is present.

2. Personnel

- a. The Department Chair performs peer observations of tenure track and FT temporary faculty once per year. Chairs will, in conjunction with the Coordinator (if applicable), also observe part-time faculty once per year during their first two years of employment and then every three years thereafter.
- b. The Department Chair provides input to the Dean's Office regarding departmental classified staff to be used in their annual evaluation(s).
- c. The Department Chair provides guidance to faculty regarding promotion, -tenure, and professional development.
- d. The Department Chair, with department faculty input, recommends to the Dean/Director workloads for faculty members in accordance with the contract (including course assignments).
- e. Department Chairs in consultation with department faculty shall establish and maintain an equitable process for course assignments.
- f. The Department Chair advocates to the Dean for new faculty appointments, discipline and other coordinators.
- g. The Department Chair manages student workers.
- h. The Department Chair directs coordinators and classified staff to facilitate department business.
- i. The Department Chair forms appropriate committees for the internal work of the

Department and solicits members to the committees in consultation with department faculty and when appropriate, in consultation with the Dean.

- j. Department Chairs, in consultation with department faculty members, shall establish or maintain an equitable process for summer school and overload course assignments. In initial scheduling of summer school classes, full-time academic faculty have the right of first refusal.
- k. The Department Chair, in conjunction with the Coordinator (if applicable), reviews, screens, and recommends part-time faculty hires from the part-time applicant pool(s).
- l. The Department Chair coordinates the mentoring and evaluation of part-time faculty.

3. Students

- a. The Department Chair facilitates student advisement in their department and communicates regularly and as needed with the Academic Advising department.
- b. The Department Chair or designee approves course substitutions from student transcripts for degrees and certificates offered by the department.
- c. The Department Chair cooperates with other members of the College in recruiting students.
- d. The Department Chair assists areas of the College in retention efforts appropriate to the department and its faculty.
- e. The Department Chair assists the faculty and the Dean to 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
- a. Other duties may be assigned as agreed upon in writing by the Dean and the Department Chair. Any additional duties that are significant enough to require additional compensation will be agreed upon between the Dean and the Department Chair.
  - b. When a Department Chair is off contract, the Dean or their designee will assume responsibility for Department Chair duties. If such duties require the Department Chair's determination per this contract, additional plus days may be provided so the chair can complete those duties.
  - c. When a Department Chair is off contract, the Dean will include the department Chair and faculty on decisions critical to the department.
  - d. If sabbatical is granted and accepted, a faculty member serving in the Chair position must resign the Chair position.

#### **10.4 Accountability**

1. The Department Chair is accountable to the appropriate Dean and Vice President for all of the responsibilities outlined in Article 8.3.
2. Department Chairs are available during high traffic times, excluding classroom time,



either on-campus, or via phone or email.

3. The Department Chair's time on campus, including office hours and excluding teaching, shall be consistent with the reassigned time as calculated in 8.8. Hours shall be established in consultation with the Dean to meet the needs of the department.

#### **10.5 Regular Department Chair Elections**

The Department Chair is elected by the department for a term of three (3) years, beginning July 1, following their election. The Department Chair may be re-elected to the position. The procedures will apply to every unit that is considered an academic department.

1. Call for the Election. In the final year of a Department Chair's term, the Dean will give notice of the opening and call for an election at the beginning of the Fall semester. The election will be completed by the end of the Fall semester of the year preceding the scheduled appointment.
2. Voting Rights.
  - a. Academic 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.
  - b. Administrative faculty members assigned full time to an academic department with at least 50% of their responsibilities in teaching, have voting rights in that department.
  - c. If a faculty member is split 50-50 between two different departments, they shall choose one department as their "home" department for the purposes of participating in a department chair election. Voting rights may be re-established

every election cycle. An individual cannot vote in more than one department within a three-year period.

- d. Administrators, including but not limited to Interim Deans, Associate Deans, Deans, Interim Vice Presidents and Vice Presidents, shall not have voting rights in Department Chair elections.
  - e. HR will provide a list of eligible voting members in the department to the Faculty Senate Chair, the Dean, or appropriate designees. The Dean or designee will confirm the accuracy of the list. The list will include the following information for department members eligible to vote: first and last names, ID numbers and TMCC email addresses.
3. Nominations.
- a. Nominees must have voting rights in the department and be tenured faculty or tenure-track faculty who will receive tenure before starting a term as Department Chair. Nominees may be self-nominated or nominated by a department faculty member.
  - b. An individual on a leave of absence may become nominee for Department Chair, but only if they are scheduled to return from the leave in time to assume the Department Chair's duties at the beginning of the Department Chair's term.
  - c. Former members of a department currently serving in administrative positions 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.
  - d. The Faculty Senate Chair or appropriate designee will call for nominations and

oversee the nomination process, including verifying that nominees are willing to run for the position. The list of nominees will be reported to the Dean within five (5) working days.

- e. The Dean will review confirmed nominees before the election begins to assure that all are eligible to serve as Department Chair. Any objections by the Dean to a nominee, in consultation with HR, must be reported to the nominee and to the NFA. If the Dean's objection is contested, the nominee and/or the NFA may pursue grievance procedures. The Dean shall notify the Faculty Senate Chair or appropriate designee of the suitability of the nominees within five (5) working days. Election will proceed after this five (5) working day period.
4. The Election Process
- a. The Faculty Senate Chair, or designee, will oversee confidential electronically controlled balloting distributed to all eligible voters.
  - b. Eligible voting department members shall elect by a plurality of those voting, a Department Chair.
  - c. The results will be reported to the Dean within five (5) working days. The Dean shall inform the candidates and the Department members within two (2) working days.
  - d. The Dean will issue a formal letter of appointment to the newly elected chair.

#### **10.6 Department Chair Evaluation**

1. Evaluation in the Discipline

Department Chairs shall be evaluated by the same criteria as used with other 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 Department Chair will be evaluated by the Dean, based upon the performance of the duties as outlined in Section 8.3. Deans are encouraged to involve classified staff and part-time faculty in Department Chair evaluations.

### 3 Unsatisfactory Evaluation

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.

## **10.7 Department Chair Recall, Removal, and Replacement**

A Department Chair may be recalled by their department or removed by the Administration for cause related to refusal to perform the normal duties of the Department Chair, for consistent unsatisfactory performance of the normal duties of the Department Chair, for any other formal causes for discipline specified in NSHE Code, or for extraordinary circumstances. This section of the contract defines how removal may come about and how any vacancies shall be filled. In the unusual and extreme

circumstance that a Department Chair fails to fulfill the responsibilities and carry out the duties of Department Chair because of matters that cannot be made public, confidentiality shall be respected in the removal and election process by all parties involved.

1. Department Chair Recall

- a. To initiate a recall, a written statement setting forth specific complaints as defined above signed by one-third ( $\frac{1}{3}$ ) of all full-time department faculty members (as defined in Article 8.5) shall be presented to the Dean. Within two (2) working days, the Department Chair shall receive this statement from the Dean, and within five (5) working days of receipt of the statement, 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 document.
- b. If the complaints are not resolved to the satisfaction of one-third ( $\frac{1}{3}$ ) 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. This meeting shall take place within five (5) working days of the meeting with the Department Chair and the Department.
- c. If an informal settlement to the faculty complaint statement cannot be reached, a recall election may be instituted by a petition signed by one-third ( $\frac{1}{3}$ ) of the full-time department faculty members, not including the Chair, and filed with the

Dean of the Division within five (5) working days of the informal resolution meeting with the Dean. The reasons for recall must be stated with specificity and in writing.

- d. The Dean/designee shall, within five (5) working days, give written notice setting forth the time, date (during the academic year), place and purpose of a meeting to consider the recall petition to all voting department faculty members. At least two-thirds (2/3) of the department faculty (excluding the Department Chair) must attend this meeting for the recall election to go forward; otherwise, the recall fails.
- e. The Dean/designee shall oversee the process, preside at the meeting, keep minutes or arrange for them to be kept, and shall remain neutral in the process. The Department Chair may bring an NFA representative, a faculty member of their choice from outside the department, and/or an HR representative to the meeting and shall be afforded the opportunity at the 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. 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 or other designee of the Faculty Senate shall administer the vote by secret ballot. Minutes of the meeting will be made available to Department members, the Department Chair, and the Faculty Senate representative.

- f. A vote by two-thirds (2/3) of all the full-time department faculty members (including the Chair) in the affirmative is required to complete the recall. In order for a faculty member to vote, they 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 Faculty Senate until any appeal is resolved.
  - g. The Dean's/designee's action to implement the Department action to recall a 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 recall vote. The appeal will be a de novo review based on the record from the meeting with the Dean and faculty, at the recall vote meeting and results, 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. The effective date of recall shall be ten (10) working days after the day of the vote. The Dean shall notify the faculty of the recall.
  - h. 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.
2. Department Chair Removal by Administration
- a. A Department Chair may be removed from their assignment as Department Chair by the President, on the recommendation of the Dean and Vice President, for

refusal to perform the normal duties of the Department Chair, for consistent unsatisfactory performance of the normal duties of Department Chair, or for any of the formal causes for discipline specified in NSHE Code, and for failure to improve pursuant to a remediation plan as outlined in section 8.6.3 of this contract. The Department Chair must be given written notice of the allegations supporting the removal and an opportunity to respond. The Dean will submit the written rationale to the chair in question and the appropriate Vice President, and the Department Chair must respond within five (5) working days.

- b. If the Department Chair disagrees with the removal, they may ask that a Department Review Committee evaluate the written notice of allegations and make a recommendation. The Department's faculty may also implement a Department Review Committee if its members disagree with a duly elected chair's removal. The Department Review Committee shall be comprised of at least three (3) faculty members, two-thirds (2/3) of which shall come from the full-time faculty in the department, with the membership agreed upon by the Department Chair and the Dean.
- c. The Committee's evaluation and recommendation shall be completed within ten (10) working days of the request for review and submitted in writing to the President. The President shall report a final decision in writing within ten (10) working days of receiving the Committee's recommendation to the Department Chair, the Dean, and the appropriate Vice President. Since Department Chairs are elected by their faculty, the recommendation of the committee shall be considered carefully. Adverse rulings against the committee shall occur only in rare instances



and for compelling reasons which shall be stated in detail.

3. Replacement Procedures

- a. If a Department Chair is relieved of the 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 and the faculty member is unable to pick up a full teaching load, the faculty member shall be given re-assigned duties by the Dean with the approval by the Vice President.
- b. If, for any reason, the Department Chair's position becomes vacant during an elected Chair's term, an election shall be called and conducted according to Article 8.5. Emergency elections shall be held as soon as possible and be started within ten (10) working days of the vacancy.
- c. If faculty are off contract or the vacancy occurs too close to the end of the faculty contract to conduct an election according to Article 8.5, the election shall be started within ten (10) working days of the first faculty contract day of the semester immediately following the vacancy.
- d. If no eligible member of the Department wishes to serve as Department Chair or a vacancy occurs off contract or too close to the end of faculty contract to conduct an election, the Dean shall appoint, with approval of the Vice President of Academic Affairs, an interim Department Chair, who will serve until a new Department Chair is elected according to Article 8.5. The Dean and Vice President of Academic Affairs 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, teaching faculty college-wide.

- e. If the new Chair is elected or appointed before January 1, the term of this Chair shall extend two and one-half (2 1/2) years past that January to June 30. If the new Chair is elected or appointed after January 1, the term of this Chair shall extend three and one-half (3 1/2) years past that January 1 to June 30.

## **10.8 Compensation**

### **1. Reassigned Time**

- a. 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 up to twenty-four (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, unless extraordinary circumstances arise.
- b. In some departments, it may be appropriate for additional faculty to assist with Department Chair duties. In such cases, the 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.
- c. The data and formula used to calculate a Department Chair's reassigned time will be provided by Institutional Research, confirmed by the office of the Vice President of Academic Affairs and the Dean, and shared with the Department Chair by the Dean in writing prior to the beginning of the academic year. Any

changes to the Department Chair's reassigned time will be shared by the Dean in writing, prior to the changes taking effect.

2. Reassigned Time Calculations

**Full-time Faculty and Staff:** the number of full-time faculty serving in the department during the Fall semester of the previous academic year. Includes number of staff in the department and excludes the Chair.

FT faculty & staff	1-4	5-9	10-14	15-19	20+
POINTS	1	2	3	4	5

**Part-time Faculty and Staff:** the number of part-time faculty and staff serving in a department during the Fall semester of the previous academic year.

PT faculty & staff	1-14	15-24	25-34	35-44	45+
POINTS	1	2	3	4	5

**Student Credit Hours:** the total number of student credit hours taught by the department in the prior academic year.

SCH	1-9,500	9,501-13,500	13,501-17,500	17,501-21,500	21,501+
POINTS	1	2	3	4	5

**Coordinators:** the number of faculty who serve in compensated positions as discipline coordinators supporting department chair duties within the given academic year.

Coordinators	1	2	3	4	5+
POINTS	-1	-2	-3	-4	-5

**Reassigned Time Calculations**

POINTS	Annual Release
1-3	12
4-6	15
7-9	18
10-12	21
13+	24

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.
- b. Department Chairs placed on a B+ contract will be allowed up to thirty (30) plus days. Additional plus days are approved by the Dean and Vice President.
- c. All Department Chairs will receive a \$5,000 stipend.
- d. When on a B+ contract, Department Chairs will provide a report twice a year (in July and then in January) 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 before the end of the contract period.
- e. Chairs may elect to receive a stipend in lieu of up to six (6) hours of release time per year.
- f. No faculty member may have a contract workload in excess of twenty-one (21) instructional units (including release time, stipends, classes, and web classes) in any given semester without approval of the Vice President.

## **10.9 Training**

Department Chairs will receive training while on contract to develop competence in all areas of responsibility related to this position. The Dean and Vice President are responsible for funding this Department Chair training. TMCC-NFA will meet with Department Chairs to provide information on the TMCC-NFA contract as it relates to the Department Chair's responsibilities.

# Article 11

## Academic Program Coordinators and Academic Program Directors

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### 11.1 Purpose and Scope

#### 1. Academic Program Coordinators

The Academic Program Coordinator (APC) position at Truckee Meadows Community College exists as an academic faculty leadership position and as such has both academic and administrative roles. APCs will be members of the bargaining unit. APCs may be on a B, B+, or an A-Contract.

The APC teaches students, provides leadership for the development and support of academic programs, maintains program compliance, manages program budgets, supervises support staff, facilitates faculty calibration, and reports directly to the appropriate Dean. The APC promotes faculty excellence by encouraging professional development and advancing program goals. Faculty members serving as APCs shall maintain all rights and privileges of the faculty.

#### 2. Academic Program Directors

The Academic Program Director (APD) position at Truckee Meadows Community College exists as an academic faculty leadership position and as such has both academic and administrative roles. APDs will be members of the bargaining unit. APDs may on a B+ or an A-Contract.

The APD teaches students, provides leadership for the development and support of academic programs, maintains compliance and documentation of programmatic

accreditation requirements, manages program budgets, supervises support staff, facilitates faculty calibration, and reports directly to the appropriate Dean. The APD promotes faculty excellence by encouraging professional development and advancing program goals. Faculty members serving as APDs shall maintain all rights and privileges of the faculty.

## **11.2 Program Definition**

### **1. Academic Program Coordinators**

For the purposes of this section of the contract, a program must be approved by the Board of Regents and must meet all of the following criteria:

- a. Must meet external accreditation requirements, including program outcomes.
- b. Have entrance (admission) criteria.
- c. Upon completion of the program, students take a credentialing exam to qualify for work in the field.
- d. Program results in a terminal degree or certificate.

### **2. Academic Program Directors**

For the purposes of this section of the contract, a program must be approved by the Board of Regents and must meet all of the following criteria:

- a. Must meet external accreditation requirements, including program outcomes.
- b. Have an application process based on special admission criteria beyond prerequisites.
- c. Upon completion of the program, students must take a credentialing exam to qualify for work in the field.
- d. Program results in a degree or certificate.

- e. Program has accreditation-required externships, internships, or clinical experience.

### **11.3 Authority and Responsibility – APCs**

#### **1. Academic Programs**

- a. The APC reports directly to the Dean and has an administrative role with direct input and supervision of student learning and curriculum management.
- b. The APC coordinates program staff and faculty participation in accreditation, certification and/or other external organizations.
- c. The APC works with the program faculty teaching lab courses, to remain current and compliant with all applicable local, state and federal requirements for student, community, and faculty safety.
- d. The APC provides leadership for curriculum development while working with teaching faculty to review and evaluate courses for industry relevance.
- e. The APC keeps program faculty and the Dean aware of program changes, activities, issues, and will meet with the Dean regularly and as needed to exchange pertinent information.
- f. The APC initiates, plans, oversees implementation of, and reviews the preparation and offering of the academic program/curriculum, the evaluation of transfer credit, the review of course substitutions, and use of resources, with appropriate involvement and approval of the Dean.
- g. The APC collaborates with teaching faculty to ensure courses are current with pedagogical and scholarly advances in the discipline, and taught with an appropriate level of rigor, in compliance with the official catalog descriptions, in a

professional manner and as required by policies governing NSHE institutions and external accreditation requirements.

- h. The APC develops and validates program publications including the class schedule, course catalog and program information pamphlets; and coordinates the updating of departmental web pages.
- i. The APC works with the faculty, staff and the bookstore to establish and maintain a default book order list on a semester basis.
- j. The APC acts as a liaison with the College community, appropriate organizations and industry representatives.
- k. The APC coordinates at least two regular department meetings per semester. On the recommendation of or in consultation with the Dean, other meetings may be called to facilitate department business.
- l. The APC conducts at least one advisory board meeting per semester.
- m. The APC oversees the program advisory board in accordance with college policy, maintains current bylaws, membership information, and documentation of advisory board activities.
- n. The APC coordinates staff, faculty, and committee participation in the program review process and assessment at the course and program level.
- o. The APC, representing the program, will work cooperatively with others in the organization to achieve program and college objectives.
- p. The APC, in accordance with external accreditation requirements, reviews, assesses and updates program admission criteria (if required).
- q. The APC, in accordance with external accreditation requirements, monitors,



maintains, and reviews policies regarding health and safety compliance.

- r. The APC, in accordance with external accreditation requirements, solicits, evaluates, surveys, and maintains all documentation, overall compliance, and required communication with the accreditation organization.
  - s. The APC works with the appropriate TMCC entity to develop, implement, and maintain working agreements, in accordance with external accreditation requirements, with internship and externship locations.
  - t. The APC maintains accreditation-required information regarding student completion, graduate employment, and/or transfer to higher education institutions.
  - u. The APC facilitates discussion and creation of program policies such as travel, overloads, or textbooks by the members of the program. Program policies are accepted or rejected by a simple majority of all full-time members of the program. “Program policy” as used in this subsection is not a college policy, must be written, and shall not be applied or enforced against any faculty member not a member of the program adopting the policy. Program policy shall be reviewed by the Dean or appropriate administrator. If there are objections to the policy, the Dean shall return the policy to the APC for revision. Policies are enacted once approved by the Dean.
2. Personnel
- a. The APC, in conjunction with the Dean, performs peer observations of part-time and nontenured faculty once per year during their first two years of employment and then every three years thereafter.
  - b. The APC provides input to the Dean’s Office regarding departmental/program

classified staff to be used in their annual evaluation(s).

- c. The APC provides guidance to program faculty regarding promotion, tenure, and professional development.
- d. The APC, with program faculty input recommends to the Dean/ Department Chair/Director, workloads in accordance with the contract, (including course assignments).
- e. The APC in consultation with program faculty shall establish and maintain an equitable process for course assignments.
- f. The APC advocates to the Dean for new faculty appointments.
- g. The APC coordinates faculty orientation, mentoring and required in-service professional development and provides guidance to faculty regarding promotion and tenure.
- h. The APC manages student workers.
- i. The APC forms appropriate committees for the internal work of the program and solicits members to the committees in consultation with program faculty and when appropriate in consultation with the Dean.
- j. The APC, in consultation with program faculty members, shall establish or maintain an equitable process for summer school and overload course assignments. In initial scheduling of summer school classes, full-time faculty have the right of first refusal.
- k. The APC reviews, screens, and recommends part-time faculty hires from the part time applicant pool.
- l. The APC coordinates the mentoring and evaluation of part-time faculty.

- m. The APC monitors and retains documentation of professional development required by accreditation or certification agencies.
  - n. The APC, when necessary, acts as chair of the program screening committee and performs all duties associated with the faculty hiring committee chair position.
  - o. The APC serves as first contact for part-time and full-time faculty for academic and other program instructional concerns.
  - q. The APC-provides advanced approval for field trips.
3. Students
- a. The APC facilitates student advisement in their program and communicates regularly and as needed with the Academic Advising department.
  - b. The APC or designee approves course substitutions from student transcripts for degrees and certificates offered by the department.
  - c. The APC cooperates with other members of the College in recruiting students.
  - d. The APC assists areas of the College in retention efforts appropriate to the program and its faculty.
  - e. The APC assists the faculty and the Dean to negotiate the resolution of student issues as appropriate.
  - f. The APC develops and maintains policies and procedures regarding student safety as they pertain to the program, and monitoring for local, state, and federal compliance.
  - g. The APC is responsible for providing information to students regarding relevant discipline-specific certifications and board examinations.
  - h. The APC monitors employment/program required career examinations results as a

method of determining curriculum relevance.

- i. The APC, if applicable, works with the discipline-related community to schedule students in intern/externships as required by external accreditation.
- j. The APC, if applicable, complies with the protocol of the TMCC Marketing and Communications office by maintaining a student release.

4. Budget, Inventory and Facilities

- a. The APC initiates and justifies departmental resources and budget requests and recommends these to the Dean.
- b. The APC manages and monitors departmental budgets.
- c. The APC facilitates access to and manages the inventory of equipment and facilities assigned to the program.
- d. The APC authorizes the distribution of keys to faculty and staff.
- e. The APC conducts regular safety inspections of all equipment used by students and ensures students have the equipment required to complete their training in accordance with external accreditation and program protocols.
- f. The APC develops and manages partnerships with and evaluates any external educational sites for appropriateness as program sites.

5. Miscellaneous

- a. Other duties may be assigned only if agreed upon in writing by the Dean and the APC. These duties may be delegated by the APC. Any additional duties that are significant enough to require additional compensation will be agreed upon between the Dean and the APC.
- b. The APC participates in publicity for the department in coordination with

Marketing and Communications.

- c. When an APC is off contract, the Dean or their designee will assume the responsibility for the program. If such duties required the APC determination per this contract, additional plus days may be provided so the duties can be completed.
- d. When an APC is off contract, the Dean will include the APC and program faculty on decisions critical to the program.
- e. If sabbatical is granted and accepted, a faculty member serving in the APC position will be replaced as APC for the duration of the sabbatical with another faculty member who meets accreditation standards for the position.

#### **11.4 Authority and Responsibility – APDs**

##### **1. Academic Programs**

- a. The APD, reports directly to the Dean and has an administrative role with direct input and supervision of student learning and curriculum management.
- b. The APD coordinates program staff and faculty participation in accreditation, certification and other external organizations.
- c. The APD works with the program faculty teaching lab and clinic courses, to remain current and compliant with all applicable local, state and federal requirements for student, patient, community, and faculty safety.
- d. The APD provides leadership for curriculum development while working with teaching faculty to review and evaluate courses for industry relevance.
- e. The APD keeps program faculty and the Dean aware of program changes, activities, issues, and will meet with the Dean regularly and as needed to

exchange pertinent information.

- f. The APD initiates, plans, oversees implementation of, and reviews the preparation and offering of the academic program/curriculum, the evaluation of transfer credit, the review of course substitutions, and use of resources, with appropriate involvement and approval of the Dean.
- g. The APD collaborates with teaching faculty to ensure courses are current with pedagogical and scholarly advances in the discipline, and taught with an appropriate level of rigor, in compliance with the official catalog descriptions, in a professional manner and as required by policies governing NSHE institutions and external accreditation requirements.
- h. The APD develops and validates program publications including the class schedule, course catalog and program information pamphlets; and coordinates the updating of departmental web pages.
- i. The APD works with the faculty, staff and the bookstore to establish and maintain a default book order list on a semester basis.
- j. The APD acts as a liaison with the College community, appropriate organizations and industry representatives.
- k. The APD coordinates at least two regular department meetings per semester. On the recommendation of or in consultation with the Dean, other meetings may be called to facilitate department business.
- l. The APD conducts at least one advisory board meeting per semester.
- m. The APD oversees the program advisory board in accordance with college policy, maintains current bylaws, membership information, and documentation of

advisory board activities

- n. The APD coordinates staff, faculty, and committee participation in the program review process and assessment at the course and program level.
- o. The APD, representing the program, will work cooperatively with others in the organization to achieve program and college objectives.
- p. The APD, in accordance with external accreditation requirements, reviews, assesses and updates program admission criteria and evaluates the application process.
- q. The APD, in accordance with external accreditation requirements, monitors, maintains, and reviews policies regarding immunizations, vaccinations, and health assessments for compliance.
- r. The APD, in accordance with external accreditation requirements, solicits, evaluates, surveys, and maintains all documentation for clinical regulations, overall compliance, mandatory internship/externships/clinical sites, and required communication with the accreditation organization.
- s. The APD works with the appropriate TMCC entity to develop, implement, and maintain working agreements, in accordance with external accreditation requirements for clinical locations and intern/externship offices.
- t. The APD maintains accreditation-required information regarding student completion, graduate employment, and/or transfer to higher education institutions.
- u. The APD facilitates discussion and creation of program policies such as travel, overloads, or textbooks by the members of the program. Program policies are accepted or rejected by a simple majority of all full-time members of the program.

“Program policy” as used in this subsection is not a college policy, must be written, and shall not be applied or enforced against any faculty member not a member of the program adopting the policy. Program policy shall be reviewed by the Dean or appropriate administrator. If there are objections to the policy, the Dean shall return the policy to the APD for revision. Policies are enacted once approved by the Dean.

2. Personnel

- a. The APD, in conjunction with the Dean, performs peer observations of part-time and nontenured faculty once per year during their first two years of employment and then every three years thereafter.
- b. The APD provides input to the Dean’s Office regarding departmental/program classified staff to be used in their annual evaluation(s).
- c. The APD provides guidance to program faculty regarding promotion, tenure, and professional development.
- d. The APD, with program faculty input, recommends to the Dean workloads in accordance with the contract (including course assignments).
- e. The APD, in consultation with program faculty, shall establish and maintain an equitable process for course assignments.
- f. The APD advocates to the Dean for new faculty appointments.
- g. The APD coordinates faculty orientation, mentoring and required in-service professional development and provides guidance to faculty regarding promotion and tenure.
- h. The APD manages student workers.



- i. The APD forms appropriate committees for the internal work of the program and solicits members to the committees in consultation with program faculty, and when appropriate, in consultation with the Dean.
  - j. The APD, in consultation with program faculty, assigns summer classes and regular semester overloads to interested faculty members. The APD, in consultation with program faculty members, shall establish or maintain an equitable process for summer school and overload course assignments. In initial scheduling of summer school classes, full time faculty have the right of first refusal.
  - k. The APD reviews, screens, and recommends part-time faculty hires from the part time applicant pool.
  - l. The APD coordinates the mentoring and evaluation of part-time faculty.
  - m. The APD monitors and retains documentation of professional development required by accreditation or certification agencies.
  - n. The APD, when necessary, acts as chair of the program screening committee and performs all duties associated with the faculty hiring committee chair position.
  - o. The APD serves as first contact for part-time and full-time faculty for academic and other program instructional concerns.
  - p. The APD provides advanced approval for field trips.
3. Students
- a. The APD facilitates student advisement in their program and communicates regularly and as needed with the Academic Advising department.
  - b. The APD or designee approves course substitutions from student transcripts for

degrees and certificates offered by the department.

- c. The APD cooperates with other members of the College in recruiting students.
  - d. The APD assists areas of the College in retention efforts appropriate to the program and its faculty.
  - e. The APD assists the faculty and the Dean to negotiate the resolution of student issues as appropriate.
  - f. The APD develops and maintains policies and procedures regarding student safety as they pertain to the program, and monitoring for local, state, and federal compliance.
  - g. The APD is responsible for providing information to students regarding relevant discipline-specific certifications and board examinations.
  - h. The APD monitors employment/program required career examinations results as a method of determining curriculum relevance.
  - i. The APD, if applicable, works with the discipline-related community to schedule students in clinicals and intern/externships as required by external accreditation.
  - j. The APD, if applicable, complies with the protocol of the TMCC Marketing and Communications office by maintaining a student release.
4. Budget, Inventory and Facilities
- a. The APD initiates and justifies departmental resources and budget requests and recommends these to the Dean.
  - b. The APD manages and monitors departmental budgets.
  - c. The APD facilitates access to and manages the inventory of equipment and facilities assigned to the program.

- d. The APD authorizes the distribution of keys to faculty and staff.
  - e. The APD conducts regular safety inspections of all equipment used by students and/or on patients, and ensures students have the equipment required to complete their training in accordance with external accreditation and program protocols.
  - f. The APD develops and manages partnerships with and evaluates clinical educational sites for appropriateness as program sites.
5. Miscellaneous
- a. Other duties may be assigned only if agreed upon in writing by the Dean and the APD. These duties may be delegated by the APD. Any additional duties that are significant enough to require additional compensation will be agreed upon between the Dean and the APD.
  - b. The APD participates in publicity for the department in coordination with Marketing and Communications.
  - c. When an APD is off contract, the Dean or their designee will assume the responsibility for the program. If such duties required the APD's determination per this contract, additional plus days may be provided so the duties can be completed.
  - d. When an APD is off contract, the Dean will include the APD and program faculty on decisions critical to the program.
  - e. If sabbatical is granted and accepted, a faculty member serving in the APD position will be replaced as APD for the duration of the sabbatical with another faculty member who meets accreditation standards for the position.

## **11.5 Accountability – APCs and APDs**

1. The APC or APD is accountable to the appropriate Dean for all the responsibilities outlined in Article 11.3 or 11.4. APCs and APDs are available during high traffic times, excluding classroom time, either on-campus or via phone or email.
2. The APC's or APD's time on campus, including office hours and excluding teaching, shall be consistent with the reassigned time as described in 11.8.1 or 11.8.2. Hours shall be established in consultation with the Dean to meet the needs of the program.

#### **11.6 Evaluation – APCs and APDs**

1. APCs or APDs shall undergo a performance assessment annually by the appropriate Dean. The scope of this evaluation shall be limited to performance as APC or APD and shall be conducted independently and concurrently with the regular faculty teaching evaluation process.
2. If an APC or APD receives an unsatisfactory evaluation for the duties defined in 11.3 or 11.4, the Dean with the APC or APD 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 APC or APD by the Dean in concurrence with the Vice President. Unsatisfactory APC or APD evaluations may be appealed to the Vice President.

#### **11.7 Disputes, Vacancies, and Removal – APCs and APDs**

1. An APC or APD may be removed from their assignment as APC or APD by the President, on the recommendation of the Dean and Vice President for failure or refusal to perform the normal and reasonable duties of APC or APD, or for any of the formal causes for discipline specified in the NSHE Code, provided the APC or APD has been given notice of the allegations supporting the removal and an opportunity to

- respond.
2. If the APC or APD is relieved of the administrative duties of APC or APD, the faculty member shall continue as a member of the faculty, with all rights and privileges of the faculty. If the change occurs during the semester so that the faculty member is unable to obtain a full teaching load, the faculty member will be given reassigned duties by the Dean and approved by the Vice President.
  3. If the APC's or APD's position becomes vacant, the Dean shall appoint with approval of the Vice President a new APC or APD. The Dean and Vice President must select a faculty member who meets the program accreditation criteria for serving in this role from (in order of preference):
    - a. The same program,
    - b. Another program or department within the division,
    - c. College-wide or from the community to serve until a new APC or APD can be hired. An announcement of the opening to fill this position will be made in a timely manner.
  4. When an APC or APD is off contract, the Dean or designee who meets the external accreditation requirements will temporarily assume the responsibility for the APC or APD duties.

## **11.8 Compensation**

### **1. Academic Program Coordinators**

#### **a. Reassigned Time**

Each APC 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 and this shall be agreed upon in the prior academic year. In order for program administrative duties to be completed, APCs on an “A” contract will be allotted summer reassigned time dependent upon summer teaching obligations.

b. Monetary Compensation

- i. Based on the scope of responsibilities, the APC position may be a B, B+, or A contract, determined by the members of the program based on the workload of the program, accreditation requirements, and in consultation with the Dean.
- ii. APCs on a B+Contract will serve up to thirty (30) plus days and will provide a report to the appropriate Dean representing the number of plus days that they will work over the contract period. These days shall be agreed upon in the prior academic year.
- iii. APCs on a B-Contract will receive a \$2,500 stipend per year for their work as APC. APCs on an A or B+ Contract will receive a \$5,000 stipend per year for their work as APCs.
- iv. APCs may elect to receive an overload in lieu of up to six (6) hours of release time per semester.

2. Academic Program Directors

a. Reassigned Time

- i. Each APD will receive six (6) 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 and this shall be agreed upon in the prior academic year. In order for program administration

duties to be completed APDs on an A-Contract will be allotted summer reassigned time dependent upon summer teaching obligations.

- ii. The APD will receive an additional 3 credits of reassigned time during the semester when accreditation site visit and self-study submission occur.

b. Monetary Compensation

- i. Based on the scope of responsibilities, the APD position may be a B+ or A Contract, determined by the members of the program based on the workload of the program, accreditation requirements, and in consultation with the Dean.
- ii. APDs on a B+ Contract will serve up to thirty (30) plus days and will provide a report to the appropriate Dean representing the number of plus days that they will work over the contract period. These days shall be agreed upon in the prior academic year.
- iii. APDs will receive a \$5,000 stipend per year for their work as APD.
- iv. APDs may elect to receive overload in lieu of up to six (6) hours of release time

## **Article 12**

### **Faculty Evaluation Process**

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Faculty evaluation is a holistic process. Academic faculty evaluations involve a balance between the faculty member's annual plan, the self-evaluation of the annual plan, classroom observations, student evaluations and the supervisor's evaluation of the faculty member's performance.

Administrative faculty evaluations involve a balance between goal-setting, fulfillment of position responsibilities, and measurable achievements. Both processes consist of a written assessment and an assignment of an overall rating. Each faculty member and HR will receive copies of the evaluator's written evaluation when the process is complete.

#### **12.1 Academic Faculty Evaluation Process**

This provision is effective starting with the academic year 2023-2024. The Evaluation process consists of three steps:

1. Academic Faculty Annual Plan. The annual plan describes the faculty member's professional goals and intentions for the academic year and can include activities completed after the evaluation process of the previous year. Annual Plans are completed on the "Annual Plan" Form available on the Faculty Senate Website and are due no later than thirty (30) working days from the first contract day of the Fall Semester.
  - a. Annual plans should reflect each faculty member's goals by addressing teaching/counseling/librarianship (as applicable), professional development, and service (institutional, discipline, and/or community).
  - b. The faculty member is solely responsible for choosing activities for their annual plan from the Faculty Evaluation Criteria.



- c. The faculty member should consider Department/Unit goals as they develop their Annual Plans.
2. Academic Faculty Self-Evaluations: No later than ten (10) working days prior to the end of the academic year, faculty members will complete their self-evaluations using the Faculty Senate approved form.
  - a. Faculty Self-Evaluations confirm how well faculty met their goals as defined in the Annual Plan, and the faculty member asserts a rating based on the activities completed.
  - b. The criteria set forth for achieving certain ratings in Faculty Self-Evaluations 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 and Values Statements. The criteria shall be broad enough in scope that the needs of students, faculty members, and the College are adequately met.
  - c. Faculty Self-Evaluations shall explain why certain goals/activities proposed in the Annual Plan were not met or partially met.
  - d. Faculty Self-Evaluations shall include a reflection on student evaluations, teaching performance, and professional activities.
  - e. The evaluator shall provide acknowledgement of receipt of the self-evaluation to the faculty member in a timely manner before the end of the academic year.
3. Annual Performance Evaluation: Each faculty member's supervisor shall complete the evaluation on the form developed and maintained by the appropriate Vice President.
  - a. The Academic Faculty Annual Performance Evaluation form shall be developed

and revised through collaboration of administration and Faculty Senate. The form and any revisions to the form shall be approved through Faculty Senate.

- b. A rubric shall be used to assess faculty performance so that consistency across divisions and units is maintained. The rubric shall be developed and revised through collaboration of administration and Faculty Senate. The rubric and any revisions to it shall be approved through Faculty Senate.
- c. The evaluator 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 "Performance Rating Achieved." This rating shall consider carefully, the rating the faculty member claimed on their Self-Evaluation. Any difference in rating shall be justified on the form.
- d. The evaluator shall provide for a confidential process by which the faculty member can review their annual evaluation once it is completed and signed.
- e. No unsatisfactory evaluation of a faculty member by the evaluator shall be permitted after the end of contract days. Any academic faculty member may request and receive their evaluation before the end of the faculty annual contract.
- f. Either the faculty member or the evaluator may schedule a meeting between the two parties to review the contents of the evaluation. The faculty member will review the annual report and attach their signature indicating they have read the annual evaluation.
- g. The Dean is the final evaluator of academic instructional faculty in Academic Divisions. A supervisor designated by TMCC is the final evaluator for academic

faculty in the Counseling and Library units.

- h. After an annual evaluation process has been signed off by the appropriate evaluator, the faculty member, and the appropriate vice president, that faculty evaluation cycle is considered complete and final.

## **12.2 Administrative Faculty Evaluation Process**

The Evaluation Process consists of three steps:

1. Goal Setting.
  - a. For continuing administrative faculty, goals are set at the end of the previous evaluation cycle.
  - b. For new faculty, goals are set with the manager during the onboarding process within the first 30 days of the faculty member's employment.
  - c. Supervisors shall share unit goals with faculty so they can include supportive activities when setting their own goals.
2. Administrative Self-Evaluations are due by the date set by Faculty Senate.
3. Performance Evaluations are conducted by the Administrative Faculty Manager, who has final evaluator authority.
4. After the performance evaluation process has been signed off by the appropriate evaluator, the administrative faculty member, and the evaluator's supervisor, that performance evaluation cycle is considered complete and final.

## **12.3 Unsatisfactory Evaluations of Tenured Academic Faculty**

1. Formation of Faculty Support Committee: Upon receipt of the first unsatisfactory evaluation, the evaluator, in consultation with the faculty member, will, within two weeks of the first working day of the next evaluation period, create a three (3) person

committee of tenured faculty for the purpose of working with the faculty member to improve their 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 choose a third (3rd) member for the committee from a discipline similar to the faculty member's when feasible. All participants must comply with confidentiality requirements related to personnel matters.

2. Duties of Faculty Support Committee: Within ten (10) working days of the formation of the committee, the Faculty Support Committee shall meet with the evaluator to determine the basis for the unsatisfactory evaluation. The committee, in consultation with the evaluator, will establish objectives to be met by the faculty member to achieve 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 satisfy 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 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 the submission of the self-evaluation in the year following the first unsatisfactory evaluation, the Faculty Support Committee shall submit a report to the evaluator reiterating the established objectives and detailing 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 evaluator shall prepare the faculty member's evaluation, taking into account the report of the Faculty Support Committee.

#### **12.4 Concerns Regarding Tenure-Track Faculty Performance**

Annual self-evaluations of tenure-track faculty shall utilize the same process (Article 12.1) as for tenured faculty. Performance evaluations for tenure-track faculty shall include thorough communication and documentation between the candidate, the Tenure Probationary Committee, the Department Chair/APC/APD/Director, and the evaluator.

1. Should the Tenure Probationary Committee, the Department Chair/Director/Program Coordinator, or the evaluator have concerns about the performance of a tenure-track candidate, including an unsatisfactory evaluation, the process shall include, but is not limited to, the following procedures:
  - a. Concerns shall be documented, and the Tenure Probationary Committee Chair and the tenure track candidate shall be notified in writing in a timely and appropriate manner.
  - b. The Tenure Probationary Committee shall meet to discuss the concerns, and to review supporting documentation.
  - c. A proposed plan and timeline to remedy the concerns shall be drafted by the Tenure Probationary Committee Chair and discussed with the Tenure Probationary Committee and the candidate.
  - d. Progress in the form of measurable benchmarks towards remedying the concerns shall be documented by the tenure-track candidate. This documentation shall be

submitted to the Tenure Probationary Committee Chair, the Tenure Probationary Committee, the Department Chair/APC/APD/Director/Program Coordinator, and the evaluator.

## **12.5 Academic Faculty Observations**

1. All course modalities are subject to scheduled teaching observation and evaluation. Observers shall use the Observation of Teaching Effectiveness form to provide written feedback to the faculty member in a timely manner.
2. The evaluator or designee will conduct a scheduled classroom observation of each full-time tenured faculty member at least once every three (3) years and each tenure-track and full-time temporary faculty member once per year. Zero Rank faculty will be observed every other year or as deemed appropriate by the evaluator.
3. The Department Chair/APC/APD/Director will conduct a scheduled classroom observation and evaluation of all tenure-track and full-time temporary faculty once a year.
4. Unscheduled class visits may be conducted in extraordinary circumstances in response to concerns or complaints based on reasonable cause involving a faculty member. TMCC- NFA shall be notified prior to any visit and must maintain the confidentiality of the matter. Unscheduled class visits should never utilize the Observation of Teaching Effectiveness form, but the faculty member should be informed in writing about the nature and results of the visit.

## **Article 13**

### **Disputes Regarding Annual Performance Evaluations**

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The aim of this Article concerning disagreements involving faculty performance evaluations is to maximize the opportunities for achieving resolution through dialogue before proceeding to a formal grievance process. The time frames for each step are maximums with the goal of completing the process as expeditiously as possible. All faculty eligible for merit awards as defined in the TMCC bylaws, section J, may dispute the annual evaluation process and/or their overall evaluation rating, and the steps are as follows:

#### **13.1 Step 1: Informal Meeting with Evaluator**

If a faculty member disputes the evaluation or has questions about it, they may choose to meet with their 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 no more than ten (10) working days after receiving the evaluation. The evaluator shall meet with the faculty member within ten (10) working days of the request for a meeting. The faculty member or the evaluator may be accompanied by a TMCC-NFA representative or another representative of their choosing and shall notify other parties in advance if they choose to do so. All participants at the meetings must comply with confidentiality requirements related to personnel matters. The evaluator shall issue a written response within five (5) working days of the meeting to the faculty member, HR, and the evaluator's supervisor. The response shall state if the disputed annual performance evaluation shall be maintained or modified/replaced and provide a clear rationale for any change or lack thereof. If the faculty member is satisfied

with the evaluator's response, the issue is resolved, and no further steps are needed.

**13.2 Step 2: Informal Meeting with the Evaluator's Supervisor**

This step is optional and is solely at the discretion of the faculty member. The faculty member may request an informal meeting with the evaluator's supervisor to resolve the issue within five (5) working days of receiving the evaluator's response to the Step 1 meeting. The evaluator's supervisor shall meet with the faculty member within ten (10) working days of the request. The faculty member or the evaluator's supervisor may be accompanied by a TMCC-NFA representative or another representative of their choosing and shall notify other parties in advance if they choose to do so. The evaluator's supervisor shall issue a written response to the faculty member, the evaluator, and HR within five (5) working days of the meeting. The response shall state if the disputed annual performance evaluation shall be maintained or modified/replaced and provide a clear rationale for any change or lack thereof. If the faculty member is satisfied with the evaluator's supervisor's response, the issue is resolved, and no further steps are needed. If a faculty member chooses to file a grievance instead of meeting with the evaluator's supervisor, they may proceed to Step 3.

**13.3 Step 3: Filing an Article 13 Grievance.** After exhausting options in the prior step(s) to find resolution, the faculty member may file an Article 13 Grievance Form through HR within five (5) working days of receiving the response from the evaluator or of receiving the response from the evaluator's supervisor if Step 2 was requested by the faculty member. The completed grievance form shall include a written statement clearly outlining the portions of the written evaluation they disagree with and the reasons for the disagreement. The statement shall be attached to the faculty member's written



performance evaluation and become a permanent part thereof. Upon receipt, HR shall notify the evaluator, the evaluator's supervisor, and the Faculty Senate Chair.

**13.4 Step 4: Consideration by the Faculty Evaluations Committee.**

Within five (5) working days of receiving the notification from HR, the Faculty Senate Chair shall form an Annual Performance Rating Appeals Committee (APRAC). Members on the committee shall be selected randomly from the membership of the Faculty Evaluations Committee to evaluate the grievance.

1. The Annual Performance Rating Appeals Committee assigned to the grievance shall be comprised of five (5) members. Three (3) of them shall be voting faculty members (from the academic faculty ranks for a grievance by an academic faculty member, or from the administrative faculty ranks for a grievance by an administrative faculty member) selected from the elected membership of the Faculty Evaluations Committee of Faculty Senate. Prior to the selection of the APRAC, Faculty members serving on the committee shall recuse themselves if they are from the same department or if there is a conflict of interest in serving on the APRAC. Additionally, two (2) of them shall be non-voting members from the Faculty Evaluations Committee, who shall be included at meetings to provide support and clarification from their respective areas as needed. One NFA member and one HR representative serving on the Faculty Evaluations Committee shall serve on the APRAC or appoint a designee to serve if there is a conflict of interest. Supervisors of the committee members who are chosen to serve on an APRAC shall exercise leniency in terms of meeting other obligations and scheduling while they are deliberating.
2. The APRAC shall review the grievance and issue a written statement within ten (10)

working days of the formation of the committee. Review of the case shall include consideration of the annual performance review, the responses from any informal meetings, the faculty member's statement included on the Article 13 Grievance Form, and separate interviews of the faculty member and the evaluator. The final written statement by the APRAC committee shall state if the disputed annual performance evaluation should be maintained or modified/replaced and provide a clear rationale for any recommended changes or lack thereof.

### **13.5 Step Five: Final Decision**

Within five (5) working days of receipt, the appropriate Vice President or senior staff member of the faculty member's instructional or administrative shall review and consider carefully the written statement produced by the APRAC, along with the supporting documentation that was provided to APRAC. The final decision of the appropriate Vice President or senior staff member shall state if the disputed annual performance evaluation should be maintained or modified/replaced and provide a clear rationale for any recommended changes or lack thereof. The decision of the appropriate Vice President or senior staff member shall be final, cannot be further appealed, and shall become a part of the evaluation documentation. Copies of this decision shall be sent to HR, the affected faculty member, and the evaluator. Within thirty (30) days from receipt of the final decision, the affected faculty member may submit a rebuttal statement. The statement shall be attached to the faculty member's written performance evaluation and become a permanent part thereof.

### **13.6 Merit Increase**

Upon upgrade of an evaluation resulting from this process, the faculty member will be

retroactively entitled to any merit increase based on their final overall rating.

### **13.7 Faculty Evaluations Committee**

The Faculty Senate shall establish the Faculty Evaluations Committee as a standing committee.

1. Members shall be elected from both the administrative and tenured academic faculty ranks. One (1) tenured academic faculty member shall be elected from each academic division. One (1) tenured academic faculty member shall be elected from counselor, librarian, or other at large ranks. Five (5) administrative faculty covered by the contract shall be elected from a cross section of different departments aiming for diverse representation.
2. The term of service on the standing committee shall be two years. If a member steps down before the end of their term, a new member shall be elected in accordance with section 13.7a. Members can only serve two consecutive terms.
3. Two (2) non-voting members shall serve on the standing Faculty Evaluations Committee as advisory resources on APRACs: One appointed from NFA, and one appointed from HR.
4. All standing members of the Faculty Evaluations subcommittee shall complete an annual training in the evaluation process and the NFA contract. The two non-voting members shall coordinate the training.

# **Article 14**

## **Disputes Regarding Code, Contract, Bylaws, or Policy**

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This Article covers disagreements regarding the Board of Regents Handbook, the NFA Contract, Institutional and System Bylaws, Guidelines, and/or Policies. Disputes on the Annual Evaluation process and ratings are covered in Article 13. The aim of this article is to maximize the opportunities for achieving resolution through dialogue before proceeding to a formal grievance process. The time frames for each step are maximums with the goal of completing the process as expeditiously as possible.

### **14.1 Relevant Definitions**

1. Complainant or Grievant: A complainant or grievant shall be a member of the bargaining unit who has rights under this Contract that are alleged to have been violated. A complainant or grievant shall also mean the TMCC-NFA which has rights under this Contract that are alleged to have been violated.
  - a. A Complainant engages in the informal process as defined in Article 14.2.
  - b. A Grievant engages in the formal grievance process as defined in Article 14.3.
2. The following actions are not grievable per the BOR Handbook Title 2, Chapter 5. These include but are not limited to:
  - Unlawful discrimination and/or harassment complaints and/or violations of code of conduct that are handled in other processes.
  - Notice of Non-Reappointment (NNR) and related procedures.
  - Reprimands or Warnings if mediation is used for the same reprimand or warning.
  - The President's decision if mediation is requested as a response to a warning or reprimand.

- The furlough or lay-off of faculty for financial exigency or curricular reasons.
- The decision of an appointing authority not to accept a request to rescind a resignation more than three working days after its written acceptance is not subject to grievance or appeal.
- Decisions of the Board of Regents.
- Interim measures against faculty to address unlawful discrimination and/or harassment charges.

**14.2 Informal Resolution Process**

1. Upon becoming aware of a dispute that could give rise to a grievance, the complainant should attempt to resolve the dispute informally when possible. Ways to achieve this depend on the situation.
2. The complainant shall request a meeting with the respondent and/or the respondent's supervisor within ten (10) working days of when the faculty member became aware of the dispute.
3. The respondent and/or the respondent's supervisor shall meet with the complainant within ten (10) working days of the request for a meeting.
4. At any time during this process, the complainant or respondent may choose to be accompanied by a representative from TMCC-NFA or another representative of their choosing and shall notify other parties in advance if they choose to do so.
5. The respondent and/or the respondent's supervisor shall provide a written response of the meeting within five (5) working days of any meeting. The written response shall include a synopsis of the meeting and any outcomes or resolutions.
6. If the complainant only met initially with the respondent and is unsatisfied with the

results of an informal meeting, they may request an informal meeting with the respondent's supervisor.

### **14.3 Formal Grievance Process**

1. If the complainant wishes to pursue a formal grievance, they shall file an Article 14 Grievance Form through HR.
  - a. Complainants have ten (10) working days following the receipt of the written response from the informal process to file the formal grievance.
  - b. Those who bypass the informal process have twenty (20) working days after becoming aware of the dispute to file the formal grievance.
2. Upon receipt of the Article 14 Grievance Form, HR shall notify the grievant, respondent, the respondent's supervisor, and any others they deem appropriate.
3. Initial Grievance Meeting: Based on the nature of the grievance, HR shall determine who should meet and appoint a designee to manage the meetings a timely manner. The designee must have higher authority than the grievant and the respondent and shall be free of conflict of interest. The designee shall schedule separate meetings with the grievant and the respondent. Either of these meetings may also include other appropriate individuals, as determined by HR.
  - a. The HR shall schedule separate meetings with the grievant and the respondent. Either of these meetings may also include other appropriate individuals, as determined by HR. The meetings shall take place within ten (10) working days of the filing of a grievance.
  - b. The grievant or the respondent may individually choose to be accompanied by a representative from TMCC-NFA or another representative of their choosing. Both

shall notify the HR Designee in advance if they choose to be represented.

- c. The grievant and the respondent shall have the opportunity to explain the circumstances surrounding the grievance and present live and/or written witness testimony, if any. The HR Designee has the right to limit live witness testimony, guaranteeing at least three witnesses for each side to speak. The designee may establish a reasonable time limit for any live testimony. All witness testimony shall be recorded and transcribed or maintained in written form.
- d. The HR Designee shall provide HR with a determination on the grievance in writing within ten (10) working days following the meetings. The determination shall dismiss or support the grievance and include a clear and detailed rationale for the decision. A determination in support of the grievance shall include an appropriate remedy.
- e. HR shall distribute copies of the written determination to the grievant, respondent, TMCC-NFA, and any other appropriate parties.

#### **14.4 Formal Grievance Appeal Process:**

1. If the grievant is not satisfied with the determination following the Initial Grievance Meeting, the grievant may appeal that decision to the next person in the chain of command by filing an appeal with HR on the Article 14 Grievance Appeal Form. If the reporting structure is unclear, HR shall provide the grievant with the name of the next person in the appeal process.
2. The appeal must be filed within ten (10) working days following the receipt of the written determination from the Initial Grievance Meeting.
3. The recipient of the appeal (the Appeal Respondent) shall meet with the grievant

- within ten (10) working days following the filing of the appeal. The grievant may choose to be accompanied by a representative from TMCC-NFA or another representative of their choosing and shall notify the Appeal Respondent in advance if they choose to do so.
4. At that meeting, the grievant shall have the opportunity to explain the circumstances surrounding the grievance and the reasons for the appeal. No witnesses shall be allowed at this meeting, but to document the original grievance materials, all recorded, transcribed, and/or written testimony shall be forwarded to the Appeal Respondent along with the written determination of the HR Designee, the grievant's original grievance, and any other relevant documents associated with the grievance.
  5. The Appeal Respondent shall provide HR with a written determination within ten (10) working days following the meeting. The determination shall provide a clear and detailed rationale for the decision. HR shall distribute copies of the determination within five (5) working days to the grievant, the respondent, the HR Designee from the original appeal, and TMCC-NFA.
  6. Further Appeals. If the grievant is not satisfied with the determination from the initial appeal, a subsequent appeal may be submitted to the next person in the reporting structure up to the President of TMCC. The HR Article 14 Appeals Form shall be used for all subsequent appeals as defined in Article 14.4 and its subsections. Materials from the original grievance, the Initial Grievance Meeting (including witness testimony), and previous appeals shall be provided at each step of the process to the next person in the chain of command.
  7. The TMCC President's written decision on the subsequent appeals on a grievance is



final unless TMCC-NFA requests mediation.

#### **14.5 Mediation**

1. TMCC-NFA may request mediation within ten (10) working days of the receipt of the final decision on the grievance.
2. To initiate the process, TMCC-NFA shall submit the Request for Mediation Form to the office of the President (the form can be obtained from HR). The completed form shall:
  - a. Identify the code, bylaw, policy, or contract provision that is alleged to have been violated;
  - b. Summarize the precise conduct that is alleged to have violated the forgoing;
  - c. State the relief that is requested; and
  - d. Permit an optional attachment of no more than 1,000 words that details the concern.
3. Within ten (10) working days, the administration shall submit a written response to TMCC-NFA of no more than 1,000 words. The response shall detail the administration's position and state whether the administration agrees to proceed to mediation or not.
4. If both parties agree to mediation, TMCC-NFA shall, within ten (10) working days, submit a request for mediation to the Federal Mediation and Conciliation Service (FMCS) or its successor that reflects the positions and summaries authored by both parties and provide a copy of the submission to the administration.
5. All questions of mediation procedure shall be managed by the mediator. Both parties shall cooperate with FMCS in good faith.

6. Each party shall bear its own costs of the mediation.
7. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, the mediator or any FMCS employees, are confidential and inadmissible for any purpose in any other proceeding. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
8. Following the mediation, the administration will issue a written determination on the grievance, taking into account the conversations with the mediator. This will conclude the Article 14 process.
9. At no time prior to the conclusion of mediation shall either party initiate litigation related to this request for mediation

#### **14.6 Procedural Considerations for the Grievance Process**

1. Timeliness: If a decision is received when faculty members are off contract, the decision shall be considered received on the subsequent first contract day.
2. Failure to Respond: If the administration fails to issue a determination within the time limits specified, the grievant may deem the grievance denied and may appeal. If the grievant fails to appeal within the time specified, the decision shall be considered accepted by the grievant, and the grievance process concludes.
3. Consolidation of Grievances: Two (2) or more grievances involving the same act or omission and violation of this Contract may be consolidated for processing.
4. 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.

5. Retaliation: No retaliation shall be taken against any employee by reason of having filed a grievance or participated in a grievance meeting.
6. Expenses: Each party to a grievance shall bear the expense of presenting its case.
7. Publicity: In order to maintain good faith during the grievance or mediation process, all parties should refrain from publicizing the dispute.

# 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. To assure sufficiently broad faculty representation on the ad hoc financial exigency committee, the TMCC President agrees that the number of persons to serve on the committee, which shall be determined 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 (1/2) of the members of the committee, at least one from each academic division. The President shall appoint one-half (1/2) of the members of the committee. The President shall designate a committee chair and charge the committee with developing a plan. The chair shall vote only in case of a tie.
2. If the ad hoc financial exigency committee plan is not accepted by the President, the President shall submit reasons to the committee which shall have 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 their plan to the Chancellor. The President shall also submit the (revised)

committee plan together with the reasons for rejecting it.

**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 (1/2) of the members of the committee. The President shall appoint one-half (1/2) 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 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 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.

#### **16.5 Duration**

This Contract shall become effective December 16, 2022 and shall remain in effect until the close of business on June 30, 2025. 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 open for renegotiation. Any such renegotiation shall have general application and not individual application.

**16.9 Notice by Writing**

Any time that notice may be given in the contract in or by, “writing” or “written” such notice may be given by e-mail.

**16.10 NFA Course Release**

The TMCC-NFA may purchase up to one (1) three (3) credit course release per semester for the TMCC-NFA President to perform their duties by paying TMCC the amount of compensation paid to a TMCC part time instructor in effect at that time.

**16.11 Chair Release Time as Stipend**

At the request of a faculty member, any release or reassigned time for Department Chair duties, which is described in Article 10, Academic Program Coordinators/Directors duties, which is described in Article 11, or in the Workload Policy, which is described in Article 8, such release or reassigned time may be taken as a stipend which is equal to the current compensation per credit for part time instructors. No faculty member may be compensated and released for more than the equivalent of 21 credits per semester except in extraordinary circumstances as determined and approved by the Vice President of Academic Affairs.



# Article 17

## Conclusion of Negotiations

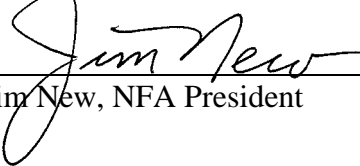
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The parties agree that they had a complete and full opportunity to raise and discuss all items within the scope of bargaining as specified in the Board of Regents Handbook: that they have settled for the term of the Contract those that have been negotiated. Except as otherwise stated herein, the union waives the right to bargain during the term of this Contract. This contract shall take effect on December 16, 2022 and remain in effect until June 30, 2025. In the event the parties have not obtained authorization from the NSHE Board of Regents to enter into a new collective bargaining agreement by the conclusion of the term of this Agreement, the term of this Agreement may be extended by written amendment between the TMCC-NFA and the TMCC President without further authorization from the Board of Regents.

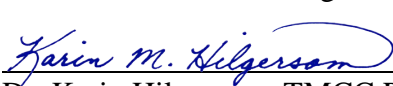
### SIGNATURES OF AGREEMENT

Dated this 31st day of October, 2022.

FOR TMCC-NFA

  
\_\_\_\_\_  
Jim New, NFA President

FOR NSHE Board of Regents on behalf of TMCC

  
\_\_\_\_\_  
Dr. Karin Hilgersom, TMCC President