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AGREEMENT

BETWEEN THE

LAKELAND FACULTY
ASSOCIATION

AND THE

LAKELAND
COMMUNITY COLLEGE

2014 - 2017

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ARTICLE I
RECOGNITION/NEGOTIATIONS

Section A. Recognition

1. The College recognizes the Lakeland Faculty Association (LFA/OEA/NEA), hereinafter referred to as the Association, as the sole and exclusive bargaining agent and representative for all persons employed by the College as full-time faculty, and temporary faculty as defined herein:
 - a. Full-Time Faculty: Thirty (30) semester units per academic year, or its service equivalent. Assignments may range between thirteen (13) and seventeen (17) units per semester, inclusive, plus up to eighteen (18) semester units of overload per academic year (exclusive of summer session and inter-session), except as provided in Article III, Section B., 4.
 - b. Full-Time Temporary Faculty: Full load, as provided in Article I, Section A., 1., a., above, employed pursuant to a limited duration "probationary" contract that automatically expires at the end of its pre-determined term of employment, for the purpose of:
 - (1) Replacement of faculty on leave of absence, in accordance with Article VIII, for the length of the leave of absence, up to two (2) full academic years; or
 - (2) A temporary extra work-need, not to exceed one (1) academic semester; or
 - (3) A temporary "pilot project" for up to three (3) full academic years or a "grant/research project" for the life of the grant, not to exceed three (3) years; or
 - (4) Replacement of faculty on administrative service for up to one (1) full academic year; or
 - (5) Temporary filling of a posted vacancy during the national search and fill period for up to two (2) consecutive academic semesters from the effective date of the vacancy.

Any temporary faculty member who is rehired without at least a full semester break in service shall be hired as full-time faculty and receive full credit for his/her temporary time.

2. Excluded from the bargaining unit represented by the Association shall be all administrative employees and all part-time faculty.
3. All members of the bargaining unit shall be governed by the terms of this Agreement, and this Agreement shall supersede and override all other policies or practices which specifically conflict with these provisions.

4. The term "faculty" shall refer to all members of the bargaining unit and shall include all persons who hold a "faculty position." The term "faculty position" shall refer to all positions included in the bargaining unit on July 1, 1982, or added to the bargaining unit after that date. Further, with respect to new employees and positions, the "faculty" shall include only teachers, counselors, librarians, and other non-supervisory professional employees who spend the majority of their time providing direct, instructionally-related student contact time, and who hold positions similar to positions which historically have been included in the bargaining unit.

In the event a dispute arises concerning the bargaining unit status of any employee, the dispute shall be submitted to arbitration in accordance with Article II of this Agreement. In the event the arbitrator finds that an employee was wrongfully denied "faculty" status, the arbitrator will determine the appropriate remedy.

Section B. Designation of Bargaining Representative (Election Procedures)

A change of bargaining representation or decertification or other withdrawal of recognition from the LFA shall be in accordance with O.R.C. Chapter 4117 procedures.

Section C. Procedures

1. If either party desires to make changes in the wages, hours, benefits, or other terms and conditions of employment to take effect after expiration of this Agreement, then it shall notify the other party in writing of its desire to open negotiations. Such notice must be given between February 1 and March 31 of the year in which the contract expires.

Within thirty (30) days after the receipt of this notice of the desire to modify the Agreement and to open negotiations, each party shall designate its bargaining spokesperson who shall make all necessary arrangements for further conduct of negotiations and hold the initial bargaining session. At that session all necessary ground rules will be determined and initial bargaining proposals may be transmitted.

2. Agreement

Final agreement reached through negotiations shall be reduced to writing and submitted to the bargaining unit represented by the LFA and the Board of Trustees for approval. The bargaining teams shall recommend approval. The parties shall act to approve or disapprove the contract within fifteen (15) days after tentative agreement. The Agreement shall then be signed on behalf of the parties and shall be adopted as policy of the Board and become a legally binding contract between the parties. The failure to act within the fifteen (15) day period shall constitute approval. The LFA will make every effort to ratify before the Board and will give them immediate notice of its decision. Once approved, the College will forward an executed copy to SERB.

3. Disagreement

In the event the parties reach impasse (defined as the failure of the responding party to offer a counterproposal as to any issue outstanding between the parties moving the parties together), either party may request the assistance of a mediator through the office and procedures of the Federal Mediation and Conciliation Service (FMCS).

Said mediator may set the date, time, place, and agenda for the negotiation sessions as he deems necessary to facilitate the development of a mutually acceptable agreement. Said mediator shall have no authority to render decisions or force either side to make concessions.

4. Costs

The parties will share equally the costs of any joint expenses such as the cost of joint meeting facilities.

Section D. College-Association Relationship

As the sole and exclusive representative, LFA/OEA/NEA shall have the following exclusive rights as long as it remains so recognized, as provided by law.

1. Duly authorized representatives of the Association shall have access to the College premises for the purpose of transacting official Association business consistent with this Agreement, provided that this shall not interfere with or interrupt the normal conduct of College affairs.
2. The Association shall be permitted reasonable use of College rooms and equipment on the same basis as other faculty groups or faculty members, provided such use does not interfere with the educational purpose of the College.
3. The Association shall be permitted reasonable use of College bulletin boards for official Association business. Faculty mailboxes and use of the College mail service shall be available to the Association on the same basis as it is available to other departments, associations, groups, or individuals within the College.
4. Within sixty (60) days of ratification, copies of this Agreement, printed in booklet form, shall be prepared for distribution to all members of the bargaining unit, twenty-five (25) additional copies for the Association and twenty-five (25) additional copies for the College. The cost of producing copies of the Agreement shall be paid by the College.
5. The Association shall have the unqualified right to select its own representatives for the purpose of negotiating or administering this Agreement.
6. Neither the College nor the Association shall discriminate against any faculty member or any applicant for employment as a faculty member because of race, sex, sexual orientation, age, religion, national origin, marital status, membership or

non-membership in the Association, lawful activity in support of or in opposition to the Association, or for exercising any rights in this Agreement.

7. The College agrees to make available to the Association, within a reasonable period of time, such public information as is available and as is relevant to the negotiations or administration of this Agreement.
8. The College agrees to deduct Association dues in ten (10) equal consecutive pay period installments from the salaries of all employees in the bargaining unit whose lawful, written authorization for such deduction it possesses. The amount to be deducted annually shall be made known to the College and to the members of the bargaining unit by the President of the Association no later than November 1 of the academic year. The College shall forward the payroll deductions to the Association promptly. The College shall levy no charge upon the Association for administering the payroll deduction.
9. In accordance with applicable law, the LFA may set a service fee each employment year and will notify each nonmember of the service fee. The fee shall be deducted from paychecks as provided by Chapter 4117, O.R.C. If the nonmember alleges that the fee is improper, he/she may file a claim against LFA through its internal procedures. The internal rebate procedure shall provide for a rebate of expenditures in support partisan politics or ideological causes not germane to the work of employee organizations in the realm of collective bargaining.

ARTICLE II **GRIEVANCE PROCEDURE**

Section A. Definition

1. A grievance shall mean a claim of an employee, employees, or the Association that there has been a violation, misinterpretation, or misapplication of an express provision of this Agreement, or that it has not been equitably applied to the detriment of the grievant.
2. For purposes of this Article, "Days" shall refer to calendar days.

Section B. Procedure

1. **Step 1**

The claim should be orally presented and discussed with the grievant's supervisory administrator (or the lowest level administrator with authority to resolve the grievance) within twenty-eight (28) days of the event which is the basis of the claim or within twenty-eight (28) days of when the grievant has knowledge or reasonably should have had knowledge of the basis of the grievance. Both the LFA and College agree that resolution of the claim at this level is the most desirable method of resolving a grievance.

2. **Step 2**

Should the Association be dissatisfied with the Step 1 administrator's disposition of the grievance, the Association may file a written grievance within fourteen (14) days of such disposition or forty-two (42) days from the event if no oral discussion occurs. The written grievance must be filed with the Vice-President who has the authority to resolve the grievance. (All faculty shall be notified in writing of his/her Vice-President who has the authority to resolve the grievance.)

The written grievance shall be on the grievance procedure form (Appendix E) and must state the basis of the grievance-including reference to the contract provisions relied upon and should state the requested remedy.

Within fourteen (14) days of receiving the grievance, the Vice-President and/or designee shall meet with the grievant and/or his/her representatives, and other persons (if any) whom the parties agree should attend for proper consideration of the grievance. Within fourteen (14) days after the meeting, the Vice-President or designee shall deliver a written disposition of the grievance with reasons if denied to the grievant and to all those who participated in Step 2. This step may be omitted if the Vice-President does not have authority to resolve the grievance, in which case the grievance must be filed with the President according to above time lines and the matter shall be processed at Step 3. If the Association has not previously been

involved with the grievance in question, it shall be provided a copy of the grievance and the written disposition.

3. Step 3

Should the Association be dissatisfied with the Vice-President's written disposition of the grievance, the Association may file, on the grievant's behalf, an appeal by submitting the grievance to the President of the College or designee within fourteen (14) days of receipt of the disposition. The written grievance shall be on grievance procedure form (Appendix E) which should refer to the contract provisions violated and state the relief requested.

Within fourteen (14) days of receiving notice that a grievance is being submitted to him, the President and/or his/her designee, the grievant and/or his/her Association representatives, and other persons (if any) whom the parties agree should attend for proper consideration of the grievance shall meet. The President of the College shall deliver a written disposition of the grievance to all parties within fourteen (14) days after meeting with them. If the grievance is denied, a reason(s) shall be given.

4. Step 4

Should the Association be dissatisfied with the resolution of the grievance by the President or designee, the Association may, at the option of the Association and within fourteen (14) days from the receipt of the decision by the President or designee, request either that the grievance be heard by the Board of Trustees by filing a written request with the President, a copy of which shall be sent to the Chair of the Board of Trustees, or that the grievance be submitted to arbitration as provided in Step 5 below. If the Board at its sole discretion, agrees to hear the grievance, a hearing shall be held at a mutually agreed upon time and place or, if the Board declines to hear the grievance, it shall give notice to the Association within twenty-eight days. If the Board of Trustees hears the grievance, they may request that witnesses testify and that other evidence be presented on the matter. Any party may call witnesses and have the opportunity to cross-examine witnesses called by other parties and the Board of Trustees and any party may make a record of the proceedings. If the Board of Trustees hears a grievance, they will issue a written disposition of it within fourteen (14) days after the hearing.

5. Step 5

If the Association is not satisfied with the Board of Trustees' Step 4 answer or if the Association has elected not to submit the grievance to the Board or if the Board of Trustees has waived its right to hear the grievance, the Association may appeal the grievance to impartial arbitration provided it is no later than twenty-one (21) days of the receipt of the Board's Step 4 answer, the Board's written decision not to hear the matter, or the date of receipt of the President's disposition if the Association has elected to waive the Board step.

Any appeal to arbitration made hereunder shall be perfected by giving written notice of such appeal to the American Arbitration Association and simultaneous written notice to the Board's designated representative within the twenty-one (21) day time limit specified herein. Upon receipt of a list of nine (9) qualified arbitrators, the representatives of the Board and Association shall select an arbitrator by the alternate strike method with the Association going first. The procedural format shall be (a) the American Arbitration Association rules for voluntary labor arbitration, or (b) the American Arbitration Association rules for expedited labor arbitration if mutually agreed.

Arbitrator's Decision and Compensation

The Arbitrator will render his decision in writing within thirty (30) days of the close of the hearing or such additional time as the parties may in writing agree, after any grievance has been submitted to him, and his decision will be final and binding on the parties. It may be enforced, vacated, or modified by a court of competent jurisdiction only in accordance with Ohio law. The arbitrator may not add to, alter, or delete from the terms of this Agreement. If the arbitrator finds that the grievant was not compensated in accordance with this Contract for work actually performed, then the arbitrator shall not order compensation without the College's consent, unless the arbitrator finds that it is impractical to implement a remedy which affords only prospective relief. Each party will bear the full costs for its side of the arbitration and will pay one-half of the costs of the arbitrator.

6. Pre-Arbitration Conference

A pre-arbitration conference between the Association and Board representatives shall be held no later than thirty (30) days, if feasible, prior to the arbitration hearing. At that time, the Board and Association representatives shall provide each other with sufficient information to understand the contractual and the factual basis of each party's position at arbitration. An effort shall be made to establish a joint stipulation of facts, exhibits, and issues. Potential witnesses shall also be identified.

Section C. General

1. Nothing contained herein shall deny to any individual or the College or the Association its rights under state or federal constitutions or law.
2. To the extent possible, grievance meetings shall be scheduled at mutually convenient times.
3. No individual shall be discriminated against in any manner by virtue of the fact that he or she filed a grievance nor shall any record of same be kept in the individual's personnel file.
4. Participants and witnesses at any step proceedings shall be provided paid release time from their duties as necessary.

5. The time limits provided in this Article may be extended by mutual agreement of the parties. Such agreement shall not be unreasonably withheld. Otherwise, if the aggrieved employee or the Association fails to observe any of the time limits set forth in this procedure, the aggrieved employee and the Association shall have waived his/her claim on the issue(s) at point. If the employer fails to meet a deadline set by this procedure, the grievance shall automatically advance to the next step. Settlement of a grievance at any step of this procedure shall be final and binding on the employer, the aggrieved employee, and, if the Association participated, on the Association.
6. Exhaustion of this grievance procedure is required as to all disputes within its scope, as defined in Section A.
7. The aggrieved employee's attendance is permitted at all steps of the grievance procedure. The aggrieved employee may be accompanied by an Association representative at any Step.
8. An appeal shall be considered "filed" for purposes of determining compliance with the time limits stated herein when its signed receipt date or postmark are within the required time limits.

ARTICLE III
WORKING CONDITIONS

Section A. Definition of Academic Year

1. The academic year for full-time faculty is two sixteen-week semesters and eighteen (18) days of related activities--the total of which shall not exceed one hundred seventy-eight (178) semester days.
 - a. Within the eighteen (18) days of non-instruction time for teaching faculty, nine (9) days will be used for such activities as organization and developmental meetings, commencement, and grade reporting. Four (4) of the nine (9) remaining days shall be for advisement counseling to implement the overall faculty advisement counseling program. Of the remaining five (5) days, two (2) days shall be "reading days" and the remaining three (3) days may be "arranged" with the Dean for such activities as additional committee work and other instructional work. Assignments on these days shall be at the discretion of the appropriate administrator after consultation with the affected faculty member. Divisional or departmental meetings may be scheduled on "reading days."
 - b. For non-teaching faculty, the assignment of their one hundred seventy-eight (178) semester days shall be as follows: one hundred sixty-eight (168) days office and/or classroom teaching assignments; six (6) days organization and developmental meetings and commencement; four (4) days which may be arranged by the Dean (or other appropriate administrator). Specific assignments shall be at the discretion of the appropriate administrator after consultation with the affected faculty member.
 - c. It is possible for each division to have a schedule different from all other divisions. It also is possible for each faculty member within a division to have a schedule different from other faculty members.
2. The calendar shall commence two (2) full weeks before the first day of class in the fall (excepting Labor Day if it should fall within this two-week period) but no later than August 16 of each year and end with the last day of the second semester or commencement, whichever is later. The second semester shall contain a one week spring recess that is not part of the 178 days.
3. The one hundred seventy-eight (178) day semester year calendar shall be completed and announced by each Division Dean on the first day of scheduled preschool meetings. If changes necessary to the operation of the College are subsequently made, the administration shall provide reasonable notice.
4. A week is defined as approximately forty (40) hours of college work which includes preparation, teaching, counseling, delivering of student services and advising, curriculum development, office hours, assigned committee and college service

activities, and approved community service activities. The administration may maintain and revise a faculty position description more specifically describing these duties, which shall not be inconsistent with this contract. It is not expected that all faculty will carry out all the responsibilities cited in the position description in a given year, and faculty members will not be held accountable for responsibilities which are inapplicable to their particular assignment. These hours of activity may not necessarily occur on campus. Hours will be divided into assigned time which includes classes and office hours and unassigned time which may be used for other college work.

5. In addition to the one hundred seventy-eight (178) semester days, the college calendar and summer session, the College may schedule additional courses between regular sessions. These sessions will be called inter-session courses and will not be included in the one hundred seventy-eight (178) semester day academic year. Faculty of the appropriate division shall be consulted and their input given significant weight prior to the decision to schedule any inter-session course.

Teaching faculty are normally required to spend at least twenty-five (25) hours assigned time per week on campus (including assigned instruction sites) and non-teaching faculty are normally required to spend forty (40) hours assigned time per week on campus (including assigned instruction sites). Non-teaching faculty shall be permitted to attend appropriate faculty activities as part of their forty (40) hour week load. No faculty member is required to be on campus on days that he/she has neither classes nor office hours nor other specific assigned duties.

Section B. Class Load

1. It shall be the responsibility of the Executive Vice-President and Provost to administer instructional load policy as specified within this Agreement. A normal load shall be thirty (30) semester units per academic year with assignments per semester ranging between thirteen (13) and seventeen (17) units per term, inclusive. The Executive Vice-President and Provost, Faculty Member's Dean, and Faculty Member together may agree on an equivalent workload.
2. Classes will be scheduled between the hours of 7:00 a.m. and 11:00 p.m. or as arranged with the specific approval and consent of the faculty member. No faculty member will be expected to spend more than nine (9) consecutive hours at the College in any one day without his/her specific approval and consent. At least twelve (12) hours shall elapse between the last class on one day and the first class on the succeeding day. Exceptions will be made upon agreement between the instructor and the Division Dean. If a faculty member selects to work overload in evening hours, the twelve (12) hour provision no longer applies.
3. When the administration has reason to question a faculty member's job performance, the faculty member may be required to notify his/her Division Dean of all outside employment. Excessive outside employment which demonstrably detracts from the faculty member's services to the College may be grounds for progressive disciplinary action. A faculty member should not use College property for outside employment activities.

4. A full-time faculty member may be employed for additional part-time teaching or supplemental service for the College, but his/her normal load shall not be exceeded by more than eighteen (18) semester units per academic year (exclusive of summer sessions and inter-sessions). Normal load shall not be exceeded by more than thirteen (13) or more units in any academic term unless authorized by the Executive Vice-President and Provost. Student generated overload in any semester shall not be counted in determining whether eighteen (18) unit limit is exceeded.
5. Part-time teaching faculty shall not be contracted to be assigned more than eighteen (18) semester units per academic year, with less than twelve (12) units or its service equivalent in any academic semester. However, a part-time teaching faculty member assigned two lecture laboratory courses in the fall semester which equate to no greater than 11.34 units, may be assigned two lecture laboratory courses in the spring semester which also equate to no greater than 11.34 units.

If a part-time faculty is hired for a temporary full-time faculty position, as provided in Article I, Section A., 1., b., then the total load for the employee for that academic year shall not exceed eighteen (18) semester units or its service equivalent. If the total load of such a temporary full-time faculty member exceeds eighteen (18) semester units or its service equivalent, then that temporary full-time faculty member shall be paid based on the salary schedule contained in Appendix B for all time worked in that academic year, retroactive to the start of that academic year. This provision shall not apply to a part-time faculty employed in a full-time faculty position pursuant to Article I, Section A., 1., a.

The College agrees that the ratio of student credit hours taught by full-time faculty to that taught by part-time faculty should not be below sixty percent (60%) to forty percent (40%). The College will maintain a credit hour ratio at a level that will not result in loss of accreditation by the North Central Association.

6.
 - a. First consideration for load shall be given to full-time faculty who are members of the bargaining unit within the department, then the division, and then the College who are qualified to teach the course offerings.
 - b. First consideration for summer employment, inter-session employment, and for overload, covered in Section D of this Article, shall be given to full-time faculty members within the department, then the division, and then the College who are qualified to teach the course offerings, on a seniority basis, except as otherwise provided herein. Preferences for overload/summer sections may be expressed as part of the initial scheduling process within each division for each semester. Each Dean will post in the division office the remaining overload/summer assignments available and make the request form available to each full-time faculty member in his/her division. On the form the faculty member may request the available course sections in his/her division for which they are qualified and to which they wish to be assigned. In order to be assured first consideration over a part-time faculty member or less senior full-time faculty member for the above posted assignments and/or new sections, a full-time faculty member must submit his/her completed overload/summer employment request form to his/her

Dean not later than the deadline established by the Executive Vice-President and Provost for submission of final draft schedules for the semester in which the assignment will take effect (unless a full-time faculty member requires a section to achieve full load). Deans will post the overload/summer sections available and make request forms available to faculty members at least one week in advance of the deadline for returning the forms. When a faculty member requests consideration for new sections added after submitting the forms, then the Dean will make a reasonable effort to contact the faculty member before assigning the section to another person. The faculty member must keep the Dean informed of how he/she can be contacted. No faculty member may teach more than twenty-eight (28) units during all of the summer sessions combined.

- c. Lecture and lab sections may not be split for the purpose of gaining overload from the above posted assignments and/or new sections without approval of the Executive Vice-President and Provost.
- d. For summer school teaching, no faculty member may select more than ten (10) units of total summer load until all others in the department have had an opportunity to obtain similar load.

Section C. Instructional Load Regulations

The following are the instructional load regulations for the contract year:

1. ENGL 0111, 1110, 1111, 1120, 1121, 2201, and 2202, and BUSM 2400 courses carry a 1.25 factor per credit hour.
2. Courses in which class hours equal credit hours translate to one (1) unit per credit hour.
3. Courses which have a clear division between lecture-discussion and laboratory are computed as follows:
 - a. Credit hours of lecture-discussion translate to one (1) unit per contact hour.
 - b. Contact hours of laboratory are computed at .89 units per class hour.
 - c. Nursing clinical experience shall be one (1) unit per class hour.
4. No more than three different preparations will be assigned to any instructor as a part of his/her normal load unless additional preparation units or fractions of units are included in his/her total load computation. Preparation units are computed as follows:
 - a. Each separate course is counted as one preparation.

- b. Each separate laboratory taught without a lecture is computed as one preparation.
 - c. Each separate lecture/laboratory is computed as 1.5 preparation.
5. Additional units or fractions of units are generated by student credit hour loads according to the following units:

Student Credit Hours	Units
450 and under	.00
472	.25
495	.50
517	.75
540	1.00
562	1.25
585	1.50
607	1.75
630	2.00
652	2.25
675	2.50
697	2.75
720	3.00
742	3.25
765	3.50
787	3.75
810	4.00
832	4.25
855	4.50
877	4.75
900	5.00
1200	5.25
1500	5.50

The actual enrollment on the fourteenth (14th) calendar day following the beginning of the course will be used to compute student credit hours.

- 6. For the purpose of these regulations, a class hour represents fifty (50) minutes of instruction.
- 7. Faculty who administer tests for determining "credit by exam" or "credit by experience" shall be compensated according to the Guided Studies Scale (Appendix A) to a maximum of three (3) credits (sixty-seven dollars and fifty cents [\$67.50]).
- 8. Faculty responsible for co-op students shall be compensated at the rate of one-half unit per co-op student. Faculty teaching NUET 2050 Nuclear Field Experience shall be compensated at the rate of .2 units per student. Units or partial units for co-op students count toward load.

Section D. Overload

1. Overload Course Defined

The "overload section" is the section which, if eliminated from the assignment, could bring the load closest to but not under fifteen (15) units. If several sections meet this test, the one generating the fewest student credit hours will be designated "overload section". The instructor does not receive preparation credit for the "overload section" nor for the student credit hours generated by the "overload section". In addition, the instructor waives his/her right to have courses scheduled within a nine (9) hour time span in any one day. The test for determining "overload section" is applied before preparation credits are considered.

2. Overload Compensation

Payment for all overload except banked overload will be made during the semester of the overload, ordinarily split into equal payments. (See Article XIV, Section J., for pay rate.)

3. Banking

Overload payments will be made in the semester in which the overload is earned except that the faculty member may elect to bank an annual maximum of five (5) units during fall semester. Faculty members must advise their Dean regarding their intended use of any banked overload no later than November 1 for spring semester. Units banked in the fall semester may be used in the spring semester. Unused banked overload will be paid during the spring semester along with any unpaid cumulative load above thirty (30) semester units for the academic year. Non-teaching overload may be banked at the same rate as teaching overload (the equivalent of five [5] units per academic year) to be scheduled as agreed by the faculty member and appropriate Dean.

Section E. Salary Schedule, Summer Faculty

First consideration for summer employment will be given to regular full-time faculty members who are qualified to teach the summer course offerings on a seniority basis. Selection procedures for overload contained in Article III, Section B., paragraph 6, also shall be followed for selection of summer courses.

Section F. Scheduling Guidelines

The objective of scheduling is to make the best and most economical use of buildings, facilities, and faculty to facilitate the accomplishment of student goals. Faculty members participate variously in schedule preparation. Schedules shall be developed to operate for the convenience of students. To the extent possible, however, the convenience and wishes of faculty shall be taken into consideration.

Section G. Course Section Cancellation

1. Sections offered but enrolling fewer than the twelve (12) students may be canceled by the Executive Vice-President and Provost, Associate Provosts, and/or the faculty member's Dean for that semester. If the Executive Vice-President and Provost, Associate Provosts, and/or the faculty member's Dean does not cancel the section and, if the course is taught by a full-time faculty member, the faculty member shall be fully compensated.
2. At the option of the Executive Vice-President and Provost and with concurrence of the faculty member, a summer class may be taught with less than twelve (12) students and compensated on a prorated basis.
3. Sections in Art and Music studio course sequences, office management, media technology, and foreign language courses, where one course is a prerequisite to the next and the courses share a common title, may be scheduled concurrently to meet with the same instructor and compensated as though they were a single section. Such concurrent scheduling is an exception to paragraph G., 1, of this Article and may be done only with the concurrence of the faculty member and approval of the Provost.

Section H. Non-Credit Instruction

Participation by a full-time faculty in non-credit instruction is voluntary.

Section I. Guided Studies Program

Guided studies program is designed to provide both faculty and students with an opportunity to pursue a special interest topic in depth which would not normally be provided in a two-year community college curriculum. Faculty participation in the program is voluntary.

Faculty compensation for participation in the guided studies program shall be in accord with the attached scale (Appendix A).

Section J. Faculty Responsibilities Other Than Instruction

As part of their normal assignment, faculty members are expected to participate in academic advisement; curriculum planning, and college, divisional, and departmental committee work. Faculty members are also encouraged to participate in college social, cultural, and professional activities and civic activities.

1. Each full-time faculty member shall take part in annual commencement exercises in academic dress. Rental expenses for academic dress shall be borne by the College.
2. All teaching faculty members shall maintain a minimum of ten (10) posted office hours on campus per week calculated to be convenient for students (including, where applicable, appropriate consideration of evening students) and will be available during these hours for student advising and conferences. The faculty member is responsible for posting hours on the faculty office door and for filing them with the Division Dean.

"On campus" includes all assigned work sites. Faculty members will post office hours for exam week on the last day of classes prior to exam week. Faculty members must post five (5) office hours but will also be available for up to five (5) additional office hours for appointment as arranged by students with faculty. These hours should be spaced over a minimum of three (3) days.

3. Faculty members teaching summer school shall make themselves available to students by appointment on days when classes are taught. They will post such on their door and announce such at the beginning of the course.

Section K. Non-teaching Faculty Load

1. The normal load for non-teaching faculty shall be forty (40) hours per week for the academic year, which includes break and preparation time.
2. When the Dean (or equivalent administrator) determines that additional work is necessary, non-teaching faculty may work in excess of forty (40) hours per week (overload) provided such overload may not exceed eleven (11) hours during any week. Such additional work shall be compensated at a rate no less than that rate paid non-full-time, non-teaching faculty. First consideration for additional work shall be given to full-time, non-teaching faculty who are qualified to accomplish the work on a seniority basis prior to the appointment of part-time, non-teaching faculty.
3. If the non-teaching faculty member does not seek the overload hours, or if the hours have been used, he/she may adjust the hours or assigned work to insure that he/she is not required to work in excess of forty (40) hours per week-nor be required to spend more than nine (9) consecutive hours at the College in any one day without his/her specific approval and consent.
4. Part-time faculty employed on an hourly basis shall be scheduled to work no more than an average of twenty-four (24) hours per week, per semester, during the academic year, not to exceed twenty-nine (29) hours in any week. During the two week period prior to the first week of the fall semester and the one week period prior to the first week of the spring semester, part-time counseling faculty employed on an hourly basis may work up to forty (40) hours.

Section L. Individualized Instruction

With the faculty member's concurrence, individualized instruction sections (sections created to serve unique student needs and enrolling three (3) or fewer students are not to be confused with the Tutorial and other current departments) will be compensated at the rate of one-half (.5) unit per individualized instruction student. Units or partial units for individualized instruction students do not count towards load.

Section M. Substitutes

Qualified substitutes will be provided, when feasible, for absent faculty, unless the faculty advises the Dean that a substitute is not needed and the Dean concurs. Faculty serving in a substitute capacity will be paid the prorated overload rate, but such service shall not be treated as overload.

Section N. Department and Program Chairs

1. The College may designate that department/program chairs be selected from among the faculty members. Department/program chairs shall receive three (3) instructional units per semester for performing required functions of the job description for department/program chairs.

2. Additional Duties

Up to four and one-half (4.5) more release time units per semester may be granted for performing the additional functions as stated in the job description for department/program chairs. Release time units may be used toward overload compensation or reduction of teaching load at the faculty member's option.

The additional duties and release time for department/program chairs will be determined by the Division Dean in consultation with the department/program faculty. The Dean shall inform all department/program faculty members of the outcome. The same process will be used to determine extended time for department/program chairs, except as provided in Article XIV, Section M(4). None of these extra compensation assignments may exceed fifty percent (50%) of regular load. Faculty who are dissatisfied with their release time/extended time may appeal to a committee made up of two (2) deans or Associate Provosts and two (2) faculty members. The deans and Associate Provosts shall serve on a rotating basis. For the 2014-2015 academic year, the administrative members will be the deans of Creative and Liberal Arts and Health Technologies. For the 2015-2016 academic year, the administrative members will be the deans of Mathematics, Engineering Technologies and Natural and Social Sciences and the Associate Provost for Enrollment Management. For the 2016-2017 academic year, the administrative members will be the Dean of Business and Information Technologies and the Associate Provost for Teaching and Learning Effectiveness. No dean or Associate Provost serving on the committee shall be the dean or Associate Provost of the appealing faculty member's division. The faculty members will be chosen by the Association President. Release time/extended time assignments shall be approved by the Executive Vice-President and Provost.

Section O. Vacancy Notice

Whenever a full-time faculty position is vacated for any reason and the College anticipates not filling the position with full-time faculty, then written notification of this possibility shall be forwarded by the appropriate Division Dean to the affected department faculty. The Division Dean shall seek and obtain recommendations from the affected department faculty on the issue of how the position could best be filled. The recommendation, including any alternative proposals, shall be submitted to the Division Dean who shall, in turn, submit it to the Executive Vice-President and Provost. These recommendations shall be considered by the College administration in making a final decision on the filling of the vacancy.

ARTICLE IV **FACULTY CONTRACTS**

Section A. Faculty Contracts

Faculty members shall be employed by the College under either probationary contracts or continuing contracts with tenure. Individual faculty contracts shall be issued by no later than August 16 of each year or as soon as practicable following the conclusion of bargaining a successor Agreement. All individual employment contracts shall be made consistent with this Agreement which shall be deemed incorporated by reference in such individual contracts.

Section B. Probationary Contracts

1. All new faculty members shall be awarded a probationary contract upon their employment by the College.
2. Within the first three (3) months of the academic year of the first year of a new faculty member's employment, the College shall advise the faculty member of the substantive and procedural standards generally employed in decisions affecting probationary contract renewal and the award of continuing contracts with tenure. Any special standards adopted by a faculty member's department or division shall also be brought to the faculty member's attention.
3. If during the course of any probationary contract year an administrator who can affect renewal or nonrenewal becomes aware of any deficiencies, he/she shall notify the faculty member of such deficiencies and work with the faculty member in an effort to overcome such deficiencies.
4. Notice Time Lines - In the event that a decision is made not to renew the appointment of a faculty member employed on a probationary contract, the faculty member shall be notified in writing that such a determination has been made on or before April 1, of the contract year. The reasons which underlie the determination of nonrenewal shall be provided to the faculty member in writing. Nonrenewal of probationary contracts shall not be used for the exclusive purpose of reduction in force except for temporary faculty as per Section E.
5. The faculty member who is not provided with written notification of nonrenewal by April 1 of any contract year shall be deemed to be reemployed for an additional contract year.
6. If any faculty member who receives a notice of nonrenewal believes that the reasons for nonrenewal are not valid, such faculty member shall have the right to have the determination of nonrenewal reviewed by the Board of Trustees. To initiate such a review, the faculty member shall submit a request for review in writing to the President of the College for transmittal to the Board of Trustees. The Board of

Trustees shall meet within thirty (30) days from receipt of the request for the purpose of conducting such a review. Prior to the completion of the Board's review, the Board, if it deems desirable, may invite the affected faculty member to meet with the Board and the affected faculty member, if he/she deems desirable, may meet with the Board to present his/her views concerning the matter. The affected faculty member may be accompanied by a third person of his/her choice. The decision of the Board of Trustees shall be final and binding on all parties as it relates to the reasons for nonrenewal.

Section C. Continuing Contracts With Tenure

1. After a faculty member has served for four (4) academic years at the College, he/she shall be eligible to apply for a continuing contract with tenure. The probationary service period may be reduced by one contract year if the faculty member has earned tenure at another institution of higher education which offers the Associate of Arts or Baccalaureate degree. No credit towards eligibility for a continuing contract with tenure will be given for part-time service or partial year teaching or professional assignment at the College. By December 15 of the academic year the College shall notify all faculty members who are eligible to apply for a continuing contract with tenure of their eligibility to make such application.
2. A faculty member who is eligible for a continuing contract with tenure must make application for a recommendation concerning the award of a continuing contract with tenure to the President of the College no later than April 1 of the academic year in which the faculty member is notified of eligibility pursuant to Section C., 1., of this Article IV. Failure to apply for a continuing contract with tenure, as required by this paragraph, shall result in the issuance of a one (1) year additional probationary contract. If a faculty member is issued an additional probationary contract and then fails to apply for a continuing contract with tenure to the President of the College by April 1 of the additional probationary year, the faculty member's additional probationary contract shall automatically expire and the faculty member shall be separated from employment at the end of the additional probationary year.
3. Continuing contracts with tenure shall normally be granted by the Board of Trustees upon recommendation by the President, who, in turn, will be advised by the appropriate Vice-President or Dean. In addition to requirements of formal education, the criteria governing the award of continuing contracts with tenure shall include teaching ability, creative achievement, and professional service. The award of a continuing contract with tenure shall be on the basis of merit and shall not be denied on the basis of race, color, religion, sex, sexual orientation, age, ethnic origin, or Association activities.
4. The award of a continuing contract with tenure shall be continuous until voluntary retirement of the faculty member or his voluntary termination of contract and may not be terminated by the College except for adequate cause or in accord with the Reduction in Staff Article.

5. If a faculty member's request for the award of a continuing contract with tenure is denied, the College shall provide written reasons for the denial to the faculty member with specified areas of improvement necessary to obtain tenure. Should a faculty member wish to appeal this denial, such faculty member shall, within thirty (30) days of receipt of the notice of denial, submit a written request for the review to the President of the College and the Chairman of the Board of Trustees. The Board of Trustees shall meet within thirty (30) days from the receipt of the request for review for the purpose of conducting such a review. Prior to the completion of the Board's review, the Board, if it deems desirable, may invite the affected faculty member to meet with the Board and the affected faculty member, if he/she deems desirable, may meet with the Board to present his/her views concerning the matter. The affected faculty member may be accompanied by a third person of his/her choice. The decision of the Board of Trustees shall be final and binding on all parties.
6. A faculty member whose request for the award of a continuing contract with tenure is denied shall be issued a one (1) year additional probationary contract. If a faculty member is issued an additional probationary contract and then fails to reapply for a continuing contract with tenure to the President of the College by April 1 of the additional probationary year, the faculty member's additional probationary contract shall automatically expire and the faculty member shall be separated from employment at the end of the additional probationary year. If a faculty member's second request for the award of a continuing contract with tenure is denied, the faculty member's additional probationary contract shall automatically expire and the faculty member shall be separated from employment at the end of the additional probationary year.

Section D. Termination of Continuing Contract for Cause

1. With the exception of circumstances involving a reduction in faculty in accord with the Reduction in Staff Article, faculty members who have been awarded continuing contracts with tenure may be terminated only for cause. Examples of cause include negligence, incompetence, or moral turpitude.
2. In the event that charges for terminating the contract of a faculty member who has been awarded a continuing contract with tenure are made, such charges shall be submitted to the President of the College who shall forward a copy to the faculty member in question. Once such charges have been filed, the College President, or his designee, shall take such steps as he/she deems necessary to investigate the charges. The charges shall also be discussed with the faculty member, who shall have the right to have a representative of his/her choice in attendance at the interview. After the charges have been thoroughly investigated, the College, over the President's signature, shall issue a finding with respect to the termination or continuation of the faculty member's contract. If the faculty member decides to appeal this finding, he/she shall submit such an appeal in writing to the President of the College, within thirty (30) days of receipt of the finding, for transmittal to the Board of Trustees. If, at the same time, the faculty member wishes to submit his/her appeal to review by a committee of peers, he/she shall likewise notify the President of the College of such action in writing. If such committee of peers determines to review the appeal, it shall submit a written report to the President of the College within thirty days (30) days after the date of the appeal and notice referred to in this paragraph.

The President shall submit such reviews and recommendations along with his own to the Board of Trustees for its consideration. Thereafter the matter shall be processed under the procedures of Step 4 and any subsequent steps of the Grievance Procedure.

Section E. Temporary Contracts

1. A faculty member employed as a "temporary" full-time faculty shall receive a probationary contract for the term of the temporary full-time employment and shall be afforded all rights and privileges of full-time faculty under this Agreement, except:
 - a. A temporary full-time faculty member shall be notified at the time of hire that his/her temporary full-time_position will terminate automatically at the conclusion of the predetermined expiration date or upon return of the faculty member on an open ended medical leave, with no rights to continued employment beyond the term of the temporary full-time contract and no rights under Article V. The date of expiration of a temporary contract for a full academic year is August 15 of that academic year. For a temporary full-time term of less than a full academic year, the expiration shall be at the end of the last semester of service.
 - b. The temporary full-time faculty may not bid for overload or summer load.
 - c. Paid insurance benefits shall cease at the conclusion of the temporary full-time assignment except that those employees hired for the full two semester academic year shall receive insurance benefits through August 31 of that academic year.
 - d. The temporary full-time_employee may not take a voluntary unpaid leave.
2. If reemployed without at least a full semester break in service, the temporary full-time employee shall become a full-time faculty member with all rights and privileges thereof and receive full salary schedule service and seniority credit for his/her temporary full-time time.

Section F. Evaluations

1. Student and/or Peer Evaluations
 - a. No faculty member will be required to perform an evaluation of another faculty member. NOTE: No faculty member may be required to obtain a peer evaluation.
 - b. Peer and/or student evaluations may not be the sole basis for the nonrenewal of a faculty member's contract.

ARTICLE V

REDUCTION IN STAFF

Section A.

Reduction in staff is defined as "layoff" by suspension of contract of faculty resulting from the reduction in the number of bargaining unit members within a designated academic unit, including a department or program within an academic unit or department, under the procedures and conditions as hereinafter set forth or the failure to fill a vacancy. A member of the bargaining unit released as a result of a reduction in staff shall retain certain rights under this Agreement, as hereinafter defined, which rights shall distinguish such released person from members of the bargaining unit who are terminated for any other reason.

Section B.

A reduction in staff may be necessary when a judgment, made by the College, based upon the evidence, indicates one of the following:

1. The College finds it desirable to change or adopt new academic missions, or
2. The College's ability to fulfill its academic goals has been or will be seriously affected because of a pattern of declining income, or
3. A general pattern of declining enrollment in the College or in a particular unit or program has been observed which has or will affect the College's ability to fulfill its academic goals and responsibilities.

No course that is interchangeable with a course contained in the current Lakeland catalog or approved since its last printing may be offered on campus by another institution.*

- * A memorandum that states the College will make a good faith effort to ensure that any overload classes offered by another institution on campus will be first offered to Lakeland faculty will be signed by the College and the LFA.

Section C.

The College recognizes that the information, include relevant evidence, which may necessitate a reduction in force shall be made available to the affected departments and faculty for their input prior to final decision. Once the determination that a reduction in staff may be necessary has been made by the College, a written notification of this determination, which shall include a written description and rationale for the proposed reductions, shall be forwarded by the College administration to the Division Dean or immediate supervisor of the affected units or programs and to the Association. Upon receipt of such notification, the Division Dean or immediate supervisor of the affected unit program shall seek and obtain recommendation from the affected unit or program's faculty on how best to carry out the proposed reduction in staff. The faculty recommendations,

including any alternative proposals, shall be submitted by the Division Dean or immediate supervisor of the affected units or programs to the Executive Vice-President and Provost. These recommendations shall be considered by the College administration in making a final determination as to the necessity of and/or any specific actions required to accomplish a reduction in staff.

Section D.

When the College determines that a reduction in staff is necessary, the guidelines which shall be applied are as follows:

1. Full-time faculty already employed by the College, except in special and unusual circumstances, have a priority of employment within the College over part-time faculty.
2. Faculty members who qualify for early retirement might wish to consider such retirement at this time. However, no faculty member will have early retirement forced upon him/her because of a reduction in staff.
3. Any position that is vacant, or that becomes vacant for whatever reason, is considered closed and may not be filled unless it is justified and approved as new.
4. A faculty member who has been laid off under this Article shall be placed on a recall list for three (3) years. He/she will be notified by mail of personnel vacancies as they occur, and he/she will receive preference to positions for which he/she is qualified over non-campus applicants. Faculty members will be recalled according to the principle "last laid-off, first recalled", providing a faculty member is qualified to perform the duties of the vacant position.
5. The College will make every effort to relocate faculty in other academic, administrative, or staff posts needing personnel when the faculty member's qualifications permit. If such a shift is to an administrative or staff position, the salary and other considerations of employment shall not exceed that which is shown for the administrative or staff positions in the budget. If the appointment is academic, the salary shall be the same as was held by the faculty member being transferred.
6. Transfers between divisions must be acceptable to the receiving division and to the faculty member. The receiving division may object to a transfer only on academically justifiable grounds. A home division is obligated to take back a transferred faculty member before hiring a new faculty member or part-time faculty member in the area of his/her competency. However, the return to the home division must be acceptable to the transferred faculty member.
7. When the supervisor of an academic unit or program is notified that a reduction in the number of full-time faculty members in the unit or program is necessary, and the possibilities of reduction through normal attrition, leaves, and transfers have been exhausted, the person or persons to be discontinued shall be determined in inverse order of seniority in the College, providing the remaining faculty members have the

necessary qualifications to teach the remaining courses or perform the remaining duties.

8. Any full-time faculty member who is to be discontinued for reasons of a reduction in staff shall be advised of such decision as soon as possible but no later than March 15 of the current contract year for layoff commencing with the next academic year, and further advised that the reasons for his/her discontinuation is not due to dissatisfaction with his/her services. Every effort shall be made to assist such displaced faculty members to relocate. Nothing in these guidelines, however, shall prevent discontinuation of any nontenured faculty members for other reasons.

Section E.

Appeal of the designation of the specific faculty members to be laid off under a reduction in staff may be made through the grievance procedure.

ARTICLE VI SENIORITY

Section A. Seniority Defined

"Seniority" for use in this contract is defined as length of continuous service as a member of the bargaining unit with the College. Approved leaves of absence, persons reduced in force, and administrative service with the College will not be considered a break in continuous service provided each is for no longer than a two (2) year duration. Seniority will not be accumulated during that two (2) year period.

Section B. Application

1. Continuous service shall be calculated as follows:
 - a. Number of years (three (3) quarters or two (2) semesters of full-time employment during the academic year) of employment in the bargaining unit that have not been interrupted by resignation; unapproved leave of absence for other employment; or nonbargaining unit employment except as protected in Section A above. No academic year during which the individual is on leave without pay for two (2) quarters or one (1) semester or more than sixty (60) of the one hundred seventy-eight (178) work days may count as a year of service nor may fractional years be added to make a full year. Summer school may not be used in the calculation of seniority in this subsection.
 - b. When the number of years in subsection a. above are the same, partial years (one [1] or two [2] quarters or one [1] semester [one quarter or one semester shall have equal status]) of full-time bargaining unit employment or previous full-time bargaining unit employment years that were interrupted may be added but may not provide greater seniority than an employee with more full years of continuous service. Summer school may be used in this subsection to count as a partial year if it was not during a full-time year.
 - c. When the number of years in subsection a. are the same, and the number of partial years in subsection b. are the same, part-time employment may be added. For teaching faculty, such employment will be measured in number of hours of courses of part-time employment. Hours of courses may not be used for seniority contractual rights in the opposite area, i.e., courses taught for counseling and hours for teaching.
2. When seniority in the College is equal, seniority in the division will be used and then seniority in the department, and then seniority in the subject.
3. If seniority is still equal under a., b., and c. above, then seniority will be determined by lottery each time the need arises with an LFA officer present.
4. The Association shall be provided with a seniority list of all unit members on or before February 16th of each year and will be notified of any changes in writing when they occur.

ARTICLE VII **PERSONNEL FILES**

Section A.

The College shall maintain an official personnel file for each faculty member. Medical records shall be kept in separate, confidential files. No copy of any record information will be maintained outside the official personnel files unless it is an authorized duplicate in the office of the faculty member's supervisor. Any additional information maintained by a supervisor shall be only those materials which represent an evaluation in progress or communication between the employee and the supervisor.

Section B.

The contents of a faculty member's personnel file shall include only the following things:

1. Application forms and associated materials.
2. Copies of all contracts, personnel actions, and assignment records.
3. Retirement system forms.
4. Transcripts of college credit work and other records of professional growth experiences.
5. Evaluation reports which have incident reports attached when applicable in the evaluation. Such reports shall be discussed with and by the faculty member to verify knowledge prior to entrance into the file. This section shall not require purging incident reports included prior to the effective date of this contract if inclusion of these materials was permissible under the 1981-82 contract.
6. Leave and benefit records.
7. Necessary demographic data such as current name, address, telephone number, and dependents.
8. Statements submitted and signed by the faculty member.
9. Other documents included with the signed permission of the faculty member.

Section C.

Other than routine records, all new entries shall be dated and signed at the time of their filing. The faculty member shall be notified by the Human Resources Office when anything is added to the file. Nothing may be deleted without permission of the faculty member.

Section D.

Except for those items deemed confidential by law, a faculty member may examine his/her personnel file at any time during normal business hours and is entitled to a copy of any item. Only supervisors in a direct line relationship, or an appropriate member of the Human Resources Office staff, may examine a file without the faculty member's signed authorization. Relevant personnel information may be used in the processing of grievances and shall be made available to both parties.

Section E.

If a faculty member disputes the accuracy of information in his/her personnel file, then the faculty member may request an investigation, which shall be conducted by the College within a reasonable time after receipt of the request. The College shall determine what action to take with respect to the disputed information and shall so inform the faculty member. If the faculty member disagrees with the College's determination, he/she may include a short statement explaining his/her position in the file. Any anonymous statements found in a personnel file shall be removed from said file.

ARTICLE VIII
ABSENCES AND LEAVES

Section A. Sick Leave

1. Faculty members may earn at the rate of one and one-quarter (1 -1 /4) days per month up to fifteen (15) days paid sick leave per year which may be accumulated without limit to be used for absence due to personal illness, pregnancy, injury, exposure to contagious disease which may be communicated to other employees, and for absence due to illness, injury, or death in the faculty member's immediate family. "Immediate family" shall be defined to include spouse, children, mother, father, sister, brother, mother-in-law, father-in-law, son-in-law, and daughter-in-law and same-sex domestic partner until Ohio recognizes same-sex marriage.
2. When a faculty member takes sick leave in excess of his/her fifteen (15) days for the current year and his/her accumulation from any previous years, the faculty member shall be notified by the College. If the faculty member is on a continuing contract with tenure or on a probationary contract which has been renewed for the following year, the faculty member will be advanced the sick leave allowance for the following year (subject to recovery if the faculty member fails to return to work or fails to restore the leave advanced). If the faculty member is on a probationary contract, or a faculty member on a continuing contract has exhausted all of the sick leave advanced, the faculty member shall be placed on an unpaid leave of absence until his/her return.
3. If a faculty member takes more than three (3) sick days in any pay period and consults a physician, the College may require the faculty member to furnish the name of the physician and dates consulted.
4. If a faculty member misses a part of a day's obligations, sick leave will be charged by the hour. If a faculty member misses an entire day's obligations, sick leave will be charged as one eight (8) hour day. If the only obligation of a day is office hours, with the approval of the dean, the faculty member may reschedule the office hours and incur no charge.

Section B. Assault Leave

If an assault is made upon a faculty member in the course of or arising out of his/her employment by a student, a parent, or trespasser, or while such faculty member is mediating a dispute in the course of or arising out of his/her employment and the faculty member is thereby disabled, the faculty member will receive special paid leave without it being charged to normal sick leave, earned or earnable.

In order to receive this special leave, the employee must furnish the following:

1. A written signed statement stating the nature of the assault and the claimed disability.
2. A statement from a licensed physician stating the nature and the projected length of time of such disability.

Such a special leave shall not continue beyond the employee's contract period of service or the time when the employee is determined to be eligible for a disability pension, whichever first occurs. The College may require physical examinations by physicians selected by the College at its expense at six-month intervals with respect to any such disability. If there is any dispute between physicians selected by the College and the employee's physician with respect to the continuation of the disability, the matter shall be resolved by an impartial physical examination at the Cleveland Clinic, or to any alternative clinic mutually agreed to by the parties. If the employee's position is upheld, the Board shall pay the cost of the examination; if not, it shall be shared.

The granting of this special leave shall be in no way an admission by the College of liability with respect to the cause of the disability or the occurrence during which the injury occurred. This is not intended to affect the right of the employee to workers' compensation benefits under the law of Ohio or for any other benefit that the employee would be entitled to apart from this special leave.

Section C. Short-Term Professional Leave

Faculty members may apply to their Dean or Vice-President for short-term professional leave for the purpose of attending meetings, workshops, conferences, short courses, and other appropriate activity related to a faculty member's work. Short-term professional leave may also be used for the purpose of attending union conferences or meetings provided that the attendance of such conferences or meetings shall be at no expense to the College.

Section D. Personal Leave

1. Faculty members, upon request, shall be granted up to five (5) days of paid personal leave per year where compelling personal reasons make it necessary for a faculty member to be absent from work. Unused personal leave shall not be carried forward to subsequent years.
2. Reasons for personal leave include religious holidays, legal and business matters, and family needs other than illness but may not be used for collective work stoppage.
3. Leaves that encompass five (5) consecutive week days off campus shall constitute five (5) personal leave days (e.g., M-W-F class and office hour schedule equals three individual days but five (5) days if taken consecutively).
4. If a faculty member misses a part of a day's obligations, personal leave will be charged by the hour. If a faculty member misses an entire day's obligations, personal leave will be charged as one eight (8) hour day. If the only obligation of a day is office hours, with the approval of the dean, the faculty member may reschedule the office hours and incur no charge.
5. Unused personal leave shall be converted to sick leave at the end of each academic year.

Section E. Jury Duty

Faculty members shall be granted jury duty leave, with pay, provided that any payment for jury duty service the faculty member receives shall be turned over to the College. Faculty members are expected to report for work all or any part of any day they are not actually engaged in jury duty.

Section F. Long-Term Professional Leave

1. Faculty members may apply to the Board of Trustees for long-term professional leaves which could mutually benefit the College and person granted such leave. Such leaves will not be granted automatically. Requests for a long-term professional leave shall be presented to the President in considerable detail, outlining the activity proposed, by February 1 for leaves to commence the following academic year.
2. The College may grant long-term professional leave, not to exceed one academic year as a part of the College's faculty improvement program, to any full-time faculty member with at least seven (7) academic years of teaching and/or professional service at the College provided that no more than ten percent (10%) of full-time faculty may be granted long-term professional leave in any term. The President may approve additional leave requests at his discretion.
3. As used in this policy, the following terms are defined as follows:
 - a. An "academic year of teaching and/or professional service" is defined in Article III, Section A., 1.
 - b. "Full-time faculty member" is defined as a faculty member teaching "normal load" as defined in Article III, B., 1., or providing professional service with a "normal load" as defined in Section K., 1., or equivalent professional service.
 - c. A unit of instruction is defined in Article III.
 - d. Seven (7) academic years shall be demonstrated by a numerical count of seven (7) contracts of employment or letters of notification of assignment for a total of seven (7) individual academic years.
 - e. Issuance and acceptance of the seventh contract shall be evidence of completion of the contract. A faculty member may, therefore, apply during the term of the seventh academic year for leave to begin at the expiration of that contract (after completion of seven (7) consecutive academic years of unbroken service).
 - f. All unpaid leaves of absence for more than ten (10) workdays shall be excluded in determining years of service. If an unpaid leave of absence causes a faculty member to not provide thirty (30) semester hours units or its equivalent professional service in an academic year, that academic year does not count toward the seven (7) years, but does not constitute an interruption in continuous service (if less than two [2] years). Any subsequent years shall be added to accumulated prior years.

- g. Years of service shall count from the date of full-time employment or from the ending of a previous leave under this provision.
4. A long-term professional leave shall not be used to increase the member's annual income during the period of the leave.
 - a. A faculty member on long-term professional leave shall report to the President all stipends, scholarships, salary, or other earnings paid to the member during the term of the leave. Members on nine (9) month contracts need not report income generated during the additional three (3) months.
 - b. Salary paid by the College will be reduced by the amount earned from other sources during the period of the leave where the total exceeds the faculty member's salary under the approved salary schedule. "Other sources" is defined as an income generated directly by the long-term professional leave. It does not include outside income generated from activities beyond the scope of the long-term professional leave, if such activities continue from the preceding year and had previously been reported to the President.
 5. Any product created during a long-term professional leave remains the faculty member's property. However, the application for leave will include a written agreement to repay the College for specific materials or services used in the product or its creation.
 6. A recipient of a leave under this policy is required to return to Lakeland Community College for the following academic year and complete a year's full-time service or reimburse the College for the full amount of salary paid to the individual over the period of the leave. The obligation of repayment shall be waived upon the death or disability of the faculty member causing his/her inability to return to work.
 7. Within thirty (30) days after returning from a long-term professional leave, a written report explaining the work done during the leave is to be submitted through the appropriate offices to the President.
 8. The following guidelines shall be used in considering arrangements for long-term professional leaves:
 - a. Salary during the academic year(s) in which a leave occurs shall be calculated as:
 - (1) If the total length of the leave is two (2) semesters, a fifty percent (50%) reduction in annual salary shall result.
 - (2) If the total length of the leave is one (1) semester, no reduction in pay shall result.
 - b. No leave shall be granted under this policy for a period exceeding two (2) consecutive academic semesters. Partial leave for a proportion of one or more semesters may be granted where the faculty member is able to demonstrate special circumstances for such leave.

- c. In cases where the long-term professional leave extends over two (2) academic years, the salary reduction shall be applied in each academic year in proportion to the percent of the leave occurring in each year.
 - d. Faculty shall be ineligible for overload and extended time during their long-term professional leave.
9. A faculty member on long-term professional leave shall be entitled to the same benefits and considerations as any other full-time member on campus, that is, retirement and insurance contributions will continue subject only to the approved salary differential.

Section G. Parental Leave

Female faculty members may elect to use accumulated sick leave for disability during pregnancy and post-partum recovery. All faculty members may also use accumulated sick leave for care of a newborn child (up to one year of age) or for the birth or placement of a child, up to a combined total of twelve (12) consecutive work weeks. If requested, faculty members shall be granted unpaid parental leave which will commence at the conclusion of sick leave use. Parental leave shall be without compensation except that the College will pay the portion of the cost for all benefits normally paid by the College for the first month of parental leave. Thereafter, during the term of such leaves, the full cost of these benefits may be paid for by the faculty member on leave. Parental leave shall be available for no longer than the twelve (12) month period commencing from the date the faculty member first leaves active employment as a consequence of the pregnancy. At the conclusion of the leave, the faculty member will return to the former position, or to another position (possibly in a different department) for which he/she is qualified, if one is available.

Section H. Public Service Leave

A faculty member campaigning for or serving in a public office shall do so on his/her own time. Should such candidacy or service interfere with the faculty member's assigned responsibilities, he/she should apply for an unpaid leave of absence or for part-time employment with the College.

Section I. Disability Leave

A faculty member who is disabled and unable to return to work at the expiration of his/her sick leave may request in writing to be placed upon disability leave and may apply for disability benefits under the long-term disability insurance program and the state STRS program.

Section J. Short-Term Leave of Absence Without Salary

1. A faculty member may request up to ten (10) days leave without salary from his immediate supervisor. Such leaves may be granted if the work can be adequately covered by other faculty members. The supervisor shall notify the Accounting Office in writing as early as possible.
2. All benefits will be continued during a short-term of absence without salary.

Section K. Extended-Term Leave of Absence Without Salary

1. Leave of absence without salary for more than ten (10) days may be granted at the discretion of the College.
2. A leave of absence of a specific duration may be requested of the College President in writing. The College President will inform the faculty member of his decision, with copies to the faculty member's immediate supervisor and the Human Resources Office.

Section L. General

1. Except for medical reasons, no leaves shall be granted at one time for a period greater than twelve (12) consecutive calendar months.
2. A faculty member granted a leave shall be reinstated to his/her former position or to another position (possibly in a different department) for which he/she is qualified, if one is available. The faculty member must be in satisfactory condition, physically and mentally, to resume his/her duties. An exception may be made to this commitment of reinstatement if there has been a reduction in force to the seniority level of the faculty member. The filling of a position during a leave of absence by a part-time faculty member or a full-time faculty member with less seniority shall not be a basis for the non-availability of a position.
3. Failure to return to work at the end of an approved leave of absence or the acceptance of other full-time gainful employment during a leave of absence shall be considered a resignation from employment at the College.
4. Dependent tuition remission privileges normally may be continued during a leave of absence.
5. A faculty member may choose to continue certain insurance coverages at his/her expense during parental, public service, and extended-term leaves by contacting the Human Resources Office and making arrangements to do so. The options available are:
 - Medical/Hospitalization/Life (as a package)
 - Vision
 - Dental
 - Disability
6. Length of service credit will not continue to accumulate during a leave of absence without salary.
7. Sick leave does not accumulate during a leave of absence without salary.
8. During parental, public service, disability, or extended-term leaves both the College's and the faculty member's contributions to STRS shall be discontinued.
9. All leaves specified in foregoing sections A, C, D, and E require that faculty members complete the attached "Request for Leave and Absence Report" (Appendix D C) prior to such leave or, in unpredictable circumstances, after the fact.

Section M. Family and Medical Leave

1. All faculty members shall be entitled to up to twelve (12) weeks of leave in any twelve (12) month period for treatment of their own serious medical condition, the care of a spouse, child, or parent with a serious medical condition, or the birth of a faculty member's child or the placement of a child with a faculty member for adoption or foster care, in accordance with the Federal Family and Medical Leave Act.
2. For purposes of calculating the amount of leave available to a faculty member, a rolling twelve-month period, measured backward from the date leave is taken, shall be used.
3. If leave is foreseeable, the faculty member shall give the College thirty (30) days notice of the need to take the leave. The faculty member should make reasonable efforts to schedule medical treatments so as not to unduly disrupt the College's operations. If advanced notice is impossible, the faculty member shall give the College as much notice as is practicable.
4. Faculty members must substitute any accrued paid leave under Sections A or B or paid or unpaid leave under Section G or unpaid leave under Section I or J of this Agreement for family and medical leave. Substituted paid and unpaid leave will count toward the faculty member's twelve-week allotment of family and medical leave.
5. If medically necessary, a faculty member may use his/her family and medical leave on an intermittent basis, by taking leaves of absence of less than a day or working a reduced work week. A faculty member may request a temporary transfer to a position with equivalent pay and benefits if the new position better accommodates the faculty member's leave schedule. Only the actual time which a faculty member misses due to family or medical leave will be applied to the twelve week limit.
6. While on family and medical leave, the College will continue to maintain the faculty member on the College's health insurance plan and continue to pay its share of the faculty member's health insurance premiums. Health insurance benefits provided under Section G shall be substituted for the benefits under this section, if applicable. Where unpaid leave that does not normally provide paid health insurance benefits is substituted for family and medical leave, the College will pay the health insurance premiums during such leave so long as the total period during which such premiums are paid does not exceed twelve (12) weeks within the applicable twelve (12) month period.
7. When a faculty member returns from family and medical leave, the faculty member shall be restored to employment in accordance with Section L of this Article.
8. Faculty members requesting family and medical leave shall present a written certification of the need to take family and medical leave within fifteen (15) days of requesting such leave. The College may, at its expense, require the faculty member to obtain a second opinion by a physician designated by the College. If the two opinions differ, then the College can require a third opinion, at its expense, from a health care provider mutually agreed upon by the College and faculty member. The third opinion shall be final and binding.

9. This provision shall be interpreted and applied consistently with the Federal Family and Medical Leave Act and its implementing regulations. Nothing herein is intended to reduce or restrict the rights contained in Article VIII, Sections A through L.

Section N. Sick Leave Pool

Sick leave can be donated by full-time faculty for use by other full-time faculty who do not have adequate sick leave to cover an approved leave of absence for a critical need. The program will be administered according to the following guidelines:

1. Sick leave from the pool can be used for personal illness by the faculty member or to care for a dependent. Withdrawals from the pool can only be made after exhaustion of the faculty member's sick leave days.
2. Faculty must maintain a minimum of thirty (30) days (240 hours) for their own use before being allowed to donate sick leave.
3. Donations of sick leave will remain in the pool and will not be returned to the faculty member who donated the sick leave.
4. Faculty can contribute a minimum of one day (eight (8) hours) up to a maximum of thirty days (240 hours) per academic year.
5. A faculty member cannot withdraw from the sick leave pool after becoming eligible for long term disability.
6. Any donations of sick leave will be made on a strictly voluntary basis. Donations must be made during the month of September.
7. Eligibility to receive a donation of sick leave will be determined by the Director for Human Resources or his/her designee, the Assistant Director for Human Resources after presentation of proper documentation. If a request for withdrawal of sick leave is denied, the faculty member can appeal to the Officers of the Association.
8. All information related to pooling of sick leave or requests to use sick leave from the pool shall be treated as confidential.

ARTICLE IX FACULTY RIGHTS

Section A. Parking

All faculty members will be provided with free parking in a faculty/staff parking lot.

Section B. Statement of Academic Freedom and Tenure

The College and the Association are both committed to the principle of academic freedom which guarantees that faculty members shall be protected from arbitrary or discriminatory treatment concerning their employment as a consequence of their exercise of freedom in teaching, freedom in research, and freedom in extra-mural activities, especially those of a professional nature, within the context of responsibility to the College.

Section C. Guarantee of Rights

The Board will not discriminate against any employee in any manner because of employee's race, color, creed, religion, national origin, age, handicap, marital status, sex, sexual orientation, or political belief or association. Further, the private and personal file of an employee should not, except as it impacts on his/her employment with the Board, be within the appropriate concern or attention of the Board. The parties also hereby reiterate their support for the concepts of affirmative action and equal employment opportunity. Nothing in this section is intended to prohibit an employee from seeking appropriate legal relief.

Section D. Safety

All faculty shall work under safe and healthful conditions.

Section E. Materials

Faculty shall have access as funds permit to necessary materials and equipment in order to carry out their professional responsibilities.

Section F. Travel

Faculty members shall be reimbursed for expenses related to approved travel not otherwise reimbursed in accord with the Travel Regulations attached hereto (Appendix D).

ARTICLE X
DISTANCE LEARNING AND INTELLECTUAL PROPERTY RIGHTS

Section A - Distance Learning

1. **Definition**

For the purpose of this Collective Bargaining Agreement, distance learning courses refer to telecourses, courses on line and interactive television for educational programming that provide for interaction between faculty and students.

2. The intent of distance learning, including telecourses, is to provide access for students to instruction and services. Tapes or other materials developed expressly for distance learning by the instructor, without compensation from the College, may not be reused without the instructor's written permission. The instructor shall not be responsible for the maintenance of equipment.

A Joint Committee on Distance Learning shall be created within 30 days of ratification of this agreement to address technology issues that impact teaching, learning, and intellectual property. The Committee shall be comprised of a faculty member from each Academic Division, a non-teaching faculty member, and an equal number of representatives appointed by the College. The Committee shall be co-chaired by an appointee of the college and an appointee of the LFA Executive Committee.

3. The terms and conditions of employment for faculty teaching in a distance learning program will be consistent with the conditions set forth in the Collective Bargaining Agreement. Any changes in terms and/or conditions of employment resulting from the use of distance learning must be mutually agreed upon by the College and the Association.

- a. A faculty member teaching a course utilizing distance learning technology may select from the following options:

- (1) The course may be taught as part of regular load.
- (2) The course may be contracted as voluntary overload.

- b. Sessions may be recorded for the purpose of student review or system failure. The recording will be available on a non-circulating basis for appropriate student uses for two weeks after the class session. At the discretion of the faculty member, the recording may then be destroyed or may be kept by the faculty member.

- c. The maximum class sizes for courses offered as distance learning shall be the same as the contractual limits. Exceptions will be allowed only with the permission of the faculty member.

- d. Decisions about course scheduling and transmission will be based on recommendations from the instructional deans in consultation with relevant full-time faculty.

- e. A faculty member teaching a distance learning course will not be evaluated any differently than any other faculty member teaching any other course.
 - f. Distance learning teaching on the part of the faculty will be voluntary.
 - g. Not all courses lend themselves to distance learning. New courses proposed will follow the traditional approval process.
 - h. If a faculty member wishes to create his or her own distance learning course, release time or extended time may be available under "special project" language of the contract.
 - i. If training is necessary for presentation in electronic classroom, release time or extended time will be available under special project language.
 - j. If a faculty member teaches a purchased electronic course, it will be treated like a telecourse.
 - k. A full-time faculty member who has created a distance learning course shall have the right to teach the course the first two academic terms it is taught.
4. Telecourses
- a. Teaching a telecourse will be voluntary.
 - b. If a telecourse is taught by bargaining unit faculty member, the course will be included as part of a regular load or, at the faculty member's option, the course may be contracted as voluntary overload.
 - c. Telecourse class size maximums shall be in accordance with the contractual limits.
5. There will be no reduction in force of a faculty member as a direct result of the College's participation in a distance learning program.

Section B - Intellectual Property Rights

General Scope - Except in the case of works written or produced for hire, and subject to any restrictions imposed by outstanding sponsoring or funding organizations, a faculty member who writes or produces any work shall have exclusive rights thereto, including the ownership of copyright.

It is recognized that there are usually three interests involved in connection with research work and invention performed with the resources of the College. These three interests are the faculty member researcher or inventor, the College, and the general public whose taxes support the College. If the research is financed wholly or in part by an outside agency, there exists an additional interest. Rights, royalties, and other net profits shall be shared fairly amongst the parties. In most cases, the faculty member will receive fifty percent (50%) of the net profits from the sale or exploitation of patents.

1. Classroom Lectures and the Recording of Presentations

Faculty members shall own all rights to materials prepared on and by their own initiative for classroom educational or professional purposes, and shall be exclusively entitled to the benefit of any royalties derived there from. The College will be reimbursed for any materials used in the product or its creation.

2. Distance Learning and Multimedia Presentations

The College may transmit or record for transmission any classroom instruction, lecture or other instructional or performance event produced by faculty members as part of a program of distance learning with the knowledge and approval of the faculty member, where the faculty member has received either an equivalent reduction in other classroom assignments or overload compensation as set forth in Article XIV, Compensation. The College, however, may not sell or re-transmit in future semesters/quarters any such recording except under the terms of a written agreement between the College and the faculty member that provides each party with a fifty percent (50%) interest in the net profits from either the sale or rebroadcast.

ARTICLE XI
MANAGEMENT'S RIGHTS

Except as limited by the specific and express terms of this Agreement, the College hereby retains and reserves unto itself all rights, powers, and responsibilities conferred upon it or vested in it by law including, but not limited to, the right to determine the purpose, mission, objectives, and policies of the College; to plan and control operations and finance; to determine the facilities, methods, means, procedures and personnel required to accomplish these goals of the College; to recruit, select, appoint, promote, reduce, assign, and discipline and dismiss the College's faculty; to direct, supervise, schedule and assign the work of the College's faculty; to establish standards and performance criteria to maintain the discipline and efficiency of the operation of the College; and to take whatever other actions which may be necessary or appropriate to accomplish the goals of the College and to maintain the effectiveness and efficiency of operations.

ARTICLE XII
NO STRIKES OR LOCKOUTS

Section A.

During the term of this Agreement, no member of the bargaining unit shall withhold services, or engage in any strike, slowdown, or refuse to perform assigned duties, or interrupt the normal operation of the College. If there is a violation of this clause, the involved members of the Union will be subject to disciplinary action.

Section B.

The College agrees that there shall be no lockouts during the term of this Agreement.

ARTICLE XIII
SEPARABILITY

1. This Agreement supersedes and prevails over all laws pertaining to wages, hours, and terms and conditions of employment to the full extent permitted to Chapter 4117 of the Ohio Revised Code. The parties intend this Agreement to be read in harmony with those laws that prevail over conflicting provisions of this Agreement pursuant to O.R.C. 4117.10(A).
2. In the event that any provision of this Agreement is determined to be invalid or unenforceable by a Court having jurisdiction, such provision shall be considered void, but all other provisions herein shall remain in full force and effect.

ARTICLE XIV
COMPENSATION

Section A. Salary

All faculty hired on or before August 16, 2011 shall be placed on the salary schedule attached hereto as Appendix B(1). All faculty hired on or after August 17, 2011 shall be placed on the salary schedule attached hereto as Appendix B(2).

1. The B.A. base of \$44,208 on the current indexed salary schedule shall be effective with the 2014-2015 academic year.
2. The B.A. base of \$44,650 on the current indexed salary schedule shall be effective with the 2015-2016 academic year.
3. The B.A. base of \$45,543 on the current indexed salary schedule shall be effective with the 2016-2017 academic year.

Section B. Placement on Salary Schedule

1. A full-time faculty member new to the College will be placed on the faculty salary schedule at a step which corresponds with the agreement reached between the College and the employee as to the credit to be given for the employee's education and prior experience in teaching or employment related to the assignment. Signatures reflecting this agreement will be obtained.
2. Additional salary increments shall be given for successfully completed course work directly related to the faculty member's discipline and leading to a higher advanced degree or for course work that has been approved in advance by the supervising Dean as follows:
 - a. Level I, Steps 0-2, fifty dollars (\$50.00) for each nine (9) semester hours up to twenty-seven (27) semester hours.
 - b. Level I, Steps 3-9, one hundred dollars (\$100.00) for each nine (9) semester hours up to twenty-seven (27); two hundred dollars (\$200.00) for each nine (9) semester hours up to twenty-seven (27), Steps 10 and higher.
 - c. Levels II and III, five hundred dollars (\$500.00) for each fifteen (15) semester hours up to sixty (60).

Section C. Salary Step Procedures For Faculty

Faculty members shall advance through the steps of the salary schedule at the rate of one (1) step per every two (2) semesters of full-time service, excluding summer sessions. However, faculty members on the Appendix B(1) Salary Schedule re-employed for the 2014-15 academic year will remain on the salary step in effect as of their 2013-14 contract and will resume advancing through the steps of the salary schedule with the 2015-16 academic year (effective 8/16/15). Faculty members on the Appendix B(1) Salary Schedule and re-employed for the 2016-17 academic year will receive an extra step increase (for a

total of two steps) effective 8/16/16. Faculty members on the Appendix B(2) Salary Schedule will remain unaffected and shall advance each year through the salary schedule. For the purposes of this provision, full-time service shall exclude unpaid leaves of more than ten (10) days and shall include paid leaves. Salary adjustments shall be effective the first pay period of the term following the completion of the second semester of service.

Section D. Additional Education

A faculty member who receives a higher degree while employed by the College will move to the new appropriate level effective in the first pay period of the academic semester following the College's receipt of the official transcripts. To be recognized for salary purposes, a degree must be earned at an institution which is accredited by an accrediting agency which is recognized by the Council for Higher Education Accreditation (CHEA) or by the U. S. Department of Education. For a foreign institution, the institution is recognized by CHEA or a government or non-governmental agency which is responsible for quality review of higher education institutions in that country. Official transcripts of academic work completed by the faculty member must be filed in the Human Resources Division Office.

Section E. Salary Schedule Legend

(Each index factor is multiplier of Base 1.00.)

Level I: Baccalaureate degree or its equivalent in related business employment or industrial experience.

Level II: Master's degree or its equivalent in related business or industrial experience.

Level III: Doctorate degree or its academic equivalent.

For all faculty hired on or before August 16, 2011, every increment (experience step) shall be five percent (5%) of previous step except for the last step in each column which shall be 6.05%. (Because of rounding, other calculations may not be exactly as recorded on the schedule.) For all faculty hired on or after August 17, 2011, every increment (experience step) shall be three percent (3%) of previous step except for the last step in each column which shall be 4.5% for BAs and Doctorates and 3.5% for MAs (Because of rounding other calculations may not be exactly as recorded on the schedule.)

Section F. Longevity Increments

1. After a faculty member has been on the last step on the salary schedule for three (3) years, a member's salary shall be increased 3.5% of the last step in the member's training column. However, faculty members on the Appendix B(1) Salary Schedule who, upon conclusion of AY 2013-14, completed three (3) years on the last step of their respective column will have their salary increased by 3.5% of that step effective 8/16/15.
2. Each faculty member on Salary Schedule B(1) who has completed fifteen (15) years of full-time service for the College shall receive a longevity step of five hundred dollars (\$500.00) in each academic year thereafter as part of his/her annual salary. However, faculty members on the Appendix B(1) Salary Schedule who completed

fifteen (15) years of full-time service during AY 2013-14 will receive the longevity step of \$500 effective 8/16/15. All subsequent years are unaffected. Each faculty member on Salary Schedule B(2) who has completed twenty-three (23) years of full-time service for the College shall receive a longevity step of five hundred dollars (\$500.00) in each academic year thereafter as part of his/her annual salary. Each faculty member on Salary Schedule B(2) who has completed twenty-five (25) years of full-time service for the College shall continue to receive the five hundred dollars (\$500.00) longevity increase plus an additional five hundred dollars (\$500.00) longevity increase for a maximum total of one thousand dollars (\$1,000.00) as part of their annual salary.

Section G. Extended Time Contract

1. All faculty who are employed for a period of time beyond the one hundred seventy-eight (178) semester day contract will have the following factor applied to their salary base for the appropriate term of employment. The "salary base" shall be determined with reference to the salary schedule in effect at the time the extended time is worked.

36 weeks = 1.00 of faculty member's base salary.

Each additional half day = .00281 of employee's "base" salary.

2. Extended time applies to additional work time during breaks in the academic calendar and, for non-teaching faculty, during breaks and the summer months. No faculty member may select more than eight (8) weeks of extended time until all others in the department have had an opportunity to obtain a similar load.
3. Extended time for non-teaching faculty shall be awarded annually on a seniority basis to non-teaching faculty who are qualified for available extended time assignments. In order to preserve the right for preference over less senior faculty and part-time faculty, requests for extended time must be submitted to the supervising Dean by the deadline which he/she establishes.
4. Summer and break committee work, summer and break administrative duties, and summer curriculum revisions shall be paid based on the extended time rate.

Section H. Payroll Procedures

1. Faculty shall be paid twice monthly on the 15th day and the last day of the month. Paychecks shall be directly deposited into a checking or savings account at the financial institution of the employee's choice and notification of direct deposit shall be posted electronically.

Payroll: Effective August 16, 1999, or August 16, 2000 (whichever is applicable because of the conversion to semesters) the Payroll will be twenty-four (24) pay periods effective August 16 through August 15. Contiguous extended time shall be paid at the rates applicable to the academic year.

2. Faculty on an academic year contract shall have the option of receiving their June, July and August paychecks on May 31. Unless a faculty member notifies the payroll

office of his/her desire to invoke this option, faculty will be paid on a twenty-four (24) pay period year, August 16 through August 15.

3. Aside from the mandatory payroll deductions required by law, additional payroll deductions for various predesignated programs will be made if expressly authorized in writing by the faculty member. The necessary forms to accomplish or change payroll deductions shall be available in the payroll department.

Section I. Summer Pay

The first nine (9) units of instruction taught during the summer term shall be reimbursed one-fourth (1/4) of the employee's "BASE" contract salary for the academic year preceding the summer of instruction. The second nine (9) units of instruction taught during the summer term shall be reimbursed at one-eighth (1/8) of the employee's "BASE" contract salary for the academic year preceding the summer of instruction. A full-time faculty member may teach ten (10) additional units at the current per unit rate for part-time faculty. No full time faculty member shall be paid at less than the part-time rate.

Section J. Overload Rate

The overload rate for teaching faculty shall be no less than the rate established by formal action of the College for all part-time teaching faculty. The overload rate for non-teaching faculty shall be no less than the rate established by formal action of the College for all part-time, non-teaching faculty.

Section K. Inter-session Pay

Each unit of inter-session taught during an inter-session shall be reimbursed at two (2) times the overload rate for teaching faculty.

Section L. Severance Pay

Upon retirement, a faculty member will be paid a maximum of twenty-five percent (25%) of the unused sick leave days he/she has accumulated, up to a maximum of thirty (30) days.

Section M. Extra Compensation

1. Extra compensation will be provided for all duties in addition to the normal teaching load as defined in Article III.
2. The Association President shall receive three (3) units/semester credit for his/her additional duties and responsibilities which may be used toward overload compensation or reduction of teaching load at the faculty member's option. This time does not count toward the fifty percent (50%) restriction.
3. Other
 - a. When the College determines that it would be desirable for a faculty member to perform a special project for the College, the College, prior to offering the special project to a faculty member, shall determine the qualifications required

for the project and the amount of release time credit which shall be derived from the performance of the special project. Special projects will be offered to the most senior, qualified faculty member who agrees to assume the project.

- b. Faculty members who agree to assume special projects and administrative duties shall receive release time which may be used toward overload compensation or reduction of teaching load at the faculty member's option. Acceptance or rejection of an offer of an administrative duty or special project shall be solely up to the individual faculty member. In no case may the "administrative duty" exceed fifty percent (50%) of the faculty member's actual load for any semester. If the "duty" exceeds fifty percent (50%), it becomes "administrative service" under Article VI, Section A. An "administrative duty" may continue for an unlimited period of time. A special project shall be of fixed time or scope.
- c. Special projects may not result in additional compensation except as provided above unless they are tied to summer or break work which shall be compensated based on the extended time rate. A written sign off form shall be used to verify offers and rejection. Those projects that are the result of the self-initiative of the faculty member shall be offered first to the person who initiated the project.

4. Established Supplemental Activities

The Supplemental Activities Pay Schedule shall be attached as Appendix B. All previously established activities for which extra compensation has been paid and not considered overload activity prior to January 11, 1979 (e.g., coaching) shall continue to be compensated in the same manner as they have been in the past.

Such activities will not be calculated as overload as it relates to Article III, Section B. (3., 4.). Faculty members who assume these supplemental duties may, at their option and with the concurrence of their immediate supervisor, elect to have a reduced teaching or counseling load in lieu of extra compensation.

Section N. Early Retirement Incentive Program

Faculty members eligible to retire under STRS may elect to participate in an Early Retirement Incentive Program consisting of 50% of the eligible employee's base salary payable over a five year period. Faculty must give notice to the college by December 31, 2011 of intent to retire by the end of the 2011-2012 academic year or prior to August 16, 2012. The first payment will be made on March 31, 2013.

Section O. Professional Development Stipend

Each faculty member employed during AY 2014-15 will receive a one-time stipend of \$500 for professional development (subject to applicable withholding) paid on September 30, 2014.

ARTICLE XV FRINGE BENEFITS

Section A. Fringe Benefits

All faculty shall receive the following fully-paid benefits for the term of this Agreement, except as noted below in Section B. Medical Insurance. In the event of a change in carrier or program, the individual benefits shall be no less than the benefits provided on the effective date of this Agreement. The LFA shall be consulted about any proposed change in order to insure that benefits are not diminished.

Section B. Medical Insurance

1. Medical Insurance will be made available to full-time faculty members and their dependents, including same sex domestic partners. Current booklets detailing benefits and claim forms are available from the College. For August 16, 2014 through August 15, 2015 participant employees will pay a premium contribution of \$50.00 per month for single coverage and \$100.00 per month for family coverage. For August 2015 through August 2016 participant employees will pay a premium contribution of \$60 per month for single coverage and \$120 per month for family coverage. For August 2016 through August 2017 participant employees will pay a premium contribution of \$70 per month for single coverage and \$140 per month for family coverage. Participants have the option to make payments through an IRS Section 125 account.

Member "Out-of-Pocket" (Combined Hospital and Non-Hospital Basis) For August 16, 2011 through August 31, 2011, out-of-network services will require a comprehensive deductible of \$75 single/\$150 family plus coinsurance at 75%/25% rate to a limit of \$1,000 per individual (\$4,000 of covered expenses excluding deductible)-except as specified in the agreed benefits. For in-network services, there is no deductible or coinsurance for covered hospital or surgical expenses. Other specified in-network non-hospital or emergency room services will require a per visit co-pay or 90%/10% coinsurance to a limit of \$200 per individual as specified in the agreed benefits. A copayment of fifteen dollars (\$15.00) shall be required for each doctor's office visit.

Effective September 1, 2011, in-network services will require a comprehensive deductible rate of \$100 single/\$200 family (irrespective of the size of the family) and coinsurance limited to \$500 per individual and \$1,000 family (irrespective of the size of the family.) In-network medically necessary office visits are subject to a \$15.00 co-pay, and are not subject to the deductible or coinsurance.

Effective September 1, 2011, for out-of-network services, the comprehensive deductible rate is \$200 single/\$400 family (irrespective of the size of the family) and coinsurance limited to \$1,000 per individual and \$2,000 family (irrespective of the size of the family.)

Current booklets detailing benefits are available from the College.

2. Prescription Drug - Effective October 1, 2002, medical insurance coverage includes a prescription drug plan card that includes a fifty dollar (\$50.00) per person annual deductible, ten dollar (\$10.00) co-pay for generic prescription drugs, a twenty dollar (\$20.00) co-pay for brand name prescription drugs, and a forty dollar (\$40.00) co-pay for brand name prescription drugs when generic drugs are available and medically acceptable. The prescription drug plan shall include a mail order requirement for up to ninety (90) days supply of "maintenance drugs." Effective September 1, 2011, through August 31, 2013 the above-described prescription drug benefits will be known as "Option 1." Effective September 1, 2011, through August 31, 2013, participant employees may choose between Option 1 and Option 2. Option 2 includes a formulary plan with no deductible and a five dollar (\$5.00) co-pay for generic prescription drugs, a twenty dollar (\$20.00) co-pay for preferred brand prescription drugs, and a thirty dollar (\$30.00) co-pay for non-preferred brand prescription drugs. This prescription drug plan includes a mail order requirement for up to ninety (90) days supply of "maintenance drugs." Effective August 16, 2013, only Option 2 will be provided for prescription drug coverage. Current booklets detailing benefits are available from the College.
3. Preventative/Routine Services including well adult and well child care, will be provided at 100% in-network with no deductible or coinsurance. Current booklets detailing benefits are available from the College.
4. Mental health/substance abuse services are paid based on corresponding medical benefits.
5. Effective August 16, 2014 each full-time faculty member and/or their dependents enrolled in the college's medical insurance coverage will be eligible for a reimbursement of up to \$800 every three years towards the purchase of a hearing aid.

Section C. Life Insurance

The life insurance coverage is two times annual salary rounded up to the next highest of \$1,000; additional equal amount for accidental death and dismemberment. At age 65, benefit reduces to sixty-five percent (65%) of previous coverage. Certificates of insurance shall be issued to faculty members, and no faculty contribution is required. Life insurance for dependents is available under this program at faculty member's cost. Additional insurance for the member is also available at the faculty member's cost provided that 35% or more of the faculty elect this option.

Section D. Dental Insurance

This coverage includes dental insurance for faculty members and their dependents, including same sex domestic partners. Effective August 16, 2011 through August 15, 2013, the individual maximum benefit will be \$2,000. Effective August 16, 2013, the individual maximum benefit will be \$2,500. An orthodontia limit of \$2,500 is applicable at sixty percent (60%) coverage. Benefits shall be as specified in the Benefit Booklets, except no lifetime maximum shall apply.

Section E. Vision Insurance

This coverage includes UCR vision insurance for faculty members and their dependents, including same sex domestic partners. Benefits shall be no less than as follows:

Frames	- \$100
Single vision lenses	- \$ 88
Bi-focal/multi-focal lenses	- \$ 92
Tri-focal lenses	- \$144
Contact lenses	- \$ 75
Vision examination	- \$ 50

Vision examinations and one pair of frames and lenses are limited to once every twelve (12) months.

Section F. Long-Term Disability Insurance

All full-time faculty members, except those age 65 or over, are eligible for this insurance coverage. This insurance protects employees who have not been enrolled in STRS for five (5) years, at which time STRS disability insurance becomes effective, but can be supplemented by the College policy. Current booklets detailing benefits and claim forms are available from the College. No employee contribution is required.

Section G. Fee Waiver

A faculty member or a member of his/her immediate family defined as a dependent by Internal Revenue Service, including same sex domestic partners, may enroll in regular credit-granting classes, or community education courses on a space available, first-come, first-serve basis at the College and have instructional fees waived. Waivers do not include out-of-county surcharges, nor any other fees except instructional fee.

The faculty member or dependent should obtain a Waiver of Instructional Fees from the Human Resources Office, complete it, and submit it with his/her bill to the Cashier during registration. The instructional fee amount is charged to the budget unit of the employee and is considered an employee benefit payment.

Faculty retirees and members of their immediate families as defined above may also participate in this program for three (3) years following the effective date of retirement provided the retiree or family member enrolls for the first semester (to be eligible for the second semester as well) and/or the summer session.

Section H. Duplicate Coverage Waiver

An employee who verifies that he/she is covered by his/her spouse's or former spouse's family hospitalization insurance, including another Lakeland employee, may elect to waive his/her coverage while the member remains covered by his/her spouse or former spouse, and receive a two thousand dollar (\$2,000.00) per year waiver bonus.

Such waiver shall be offered at the time of employment and during the first semester each year, but no later than October 1, and the bonus shall be paid in equal installments throughout the year.

At any time the employee gives the Human Resources Office notice that he/she is no longer covered under another plan, he/she shall be immediately placed back on the insurance rolls along with his/her dependents and payment of the waiver bonus shall cease. There shall be no insurability or pre-existing condition requirement as a result of exercising this provision or waiting period.

Section I. Athletic and Fitness Center

Each faculty member and dependents, including same sex domestic partners shall be provided free use of the Athletic and Fitness Center.

Section J. HIPAA Provisions

The provisions of the Health Insurance Portability and Accountability Act of 1996 and subsequent amendments thereto shall be in effect and apply to all of the benefit programs described above.

Section K. Flexible Spending Account

The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to any faculty member so requesting. The IRS Section 125 plan offered shall include a flexible spending account (FSA). This plan shall allow employees to use pre-tax dollars to pay child or elder dependent care expenses and non-reimbursed medical, dental, vision and/or prescription drug bills.

Section L. Healthcare Committee

1. The Lakeland Faculty Association and the College recognize the need to provide top quality healthcare to its employees at a reasonable cost. In an effort to continue to provide top quality healthcare and at the same time control costs, a Healthcare Committee shall be established consisting of four members appointed by the LFA Executive Committee and four members appointed by the college.
2. The purpose of the Healthcare Committee is to investigate, study and work toward finding best healthcare coverage at reasonable rates.
3. Within 30 days of ratification of the Agreement, the members of the Healthcare Committee shall hold an organizational meeting.
4. The Committee shall be co-chaired by an appointee of the College and an appointee of the LFA Executive Committee.

Section M. Teaching/Learning Enhancement Allowance

During the life of the 2011-2014 contract, each bargaining unit member employed as of August 16, 2011 will have access to a teaching/learning enhancement allowance of \$1,500. Bargaining unit members newly hired between August 16, 2012 and August 15, 2013 will have access to an allowance of \$1,000. Bargaining unit members newly hired

between August 16, 2013 and August 15, 2014 will have access to an allowance of \$500. Any unused funds will not be rolled-over into subsequent year contracts.

These funds can be used to purchase equipment or supplies that advance or enhance learning opportunities for students. Acceptable use of these funds includes, but is not limited to, the acquisition of assets such as computer hardware or software, and items used in the classroom, online, or in preparation or development of course work. This allowance can be used in combination with other budgetary funding. Bargaining unit members can also pool their allowance in whole or in part to purchase more expensive items.

Any purchases under this program will remain the property of the College and will be subject to the College's asset usage policies. However, faculty members shall retain exclusive rights to use the acquired asset(s) during the period of the contract. All purchases need to be processed through the College's Administrative Services policies and procedures.

ARTICLE XVI
EFFECT AND DURATION OF AGREEMENT

Section A.

This Agreement, entered into on the date below by and between the Lake County Community College District and the Lakeland Faculty Association as affiliated with the Ohio Education Association and the National Education Association, reflects the understanding between the College and the Association, as developed through collective bargaining concerning the terms and conditions of employment between the parties with respect to the matters set forth herein and shall supersede and override all policies or practices which specifically conflict with the provisions contained herein.

Section B. Maintenance of Benefits

Any established benefit not addressed in this Agreement shall be maintained in effect throughout the term of this Agreement. This provision shall not be construed to limit the management rights preserved in Article XI that are unrelated to benefits.

Section C.

Upon execution below, this contract shall be legally binding upon both parties.

Section D.

The parties agree that there shall be no reprisals against faculty or non-faculty as a result of their activities related to the strike of September 23 and 24, 1985. This includes the students who will be afforded the opportunity to make up missed class/work and fulltime and part-time faculty who will not have any reduction of wages for the day.

The parties agree that there shall be no reprisals by or against the full-time faculty, part-time faculty or non-faculty (administrators and staff) as a result of their activities related to collective bargaining occurring in AY 2013-14.

Section E.

This Agreement shall be in effect from August 16, 2014, through August 15, 2017 and shall remain in effect for yearly periods thereafter, unless, at any time not earlier than February 1 nor later than March 31 of the then current year in which the Agreement expires, one of the parties gives to the other written notice of the desire to modify the Agreement and to open negotiations. If notice is given, the obligation of the parties to bargain a successor Agreement under the provisions of the Agreement does not expire until agreement is reached, even if this goes beyond the expiration date of the Agreement. The parties agree that the Association will have an option to reopen the contract for bargaining related to Article I Section A(4) and/or Article VIII Section F(1) on August 15, 2015. Should the Association exercise its option on that date, the parties will have an obligation to bargain, and the Association an opportunity to strike, on the reopened sections until agreement is reached.

ACCEPTED:

Representing the Association

Michelle A Long

Michelle A. Long

Representing the College

Morris W. Beverage

Morris W. Beverage

MEMORANDUM OF UNDERSTANDING BETWEEN
LAKELAND COMMUNITY COLLEGE AND
THE LAKELAND FACULTY ASSOCIATION

Professional Development Pool

The College encourages bargaining unit members to seek professional development opportunities. These opportunities shall be made available to each bargaining unit member, in accordance with its travel policy. The College agrees to create a professional development pool of \$37,000 each academic year. Full-time faculty members may request up to \$800 per year for professional development subject to approval by the Professional Development Committee.

SIDE LETTER OF UNDERSTANDING

The College has a model of shared governance that is implemented through its committee structure.

The president may establish standing committees and task forces as necessary.

Pending approval of the 2014 Agreement Between the Lakeland Faculty Association and the Lakeland Community College, the president shall establish a task force for the 2014-15 academic year with the following charge:

To review the tenure procedures and report findings to the president and the Association president

The task force will be comprised of three administrators (appointed by the president) and three faculty (appointed by the Lakeland Faculty Association).

The task force shall be in effect from August 16, 2014 through August 15, 2015. The task force will meet at least three times with the first meeting by October 1, 2014.

SIDE LETTER OF UNDERSTANDING

The college has a model of shared governance that is implemented through its committee structure.

The president may establish standing committees and task forces as necessary.

Pending approval of the 2014 Agreement Between the Lakeland Faculty Association and the Lakeland Community College, the president shall establish a task force for the 2014-15 and 2015-16 academic years with the following charge:

To identify opportunities to improve safety, security, and emergency protocols that impact faculty, teaching, and student learning

The task force will be comprised of three administrators (appointed by the president), and three faculty (appointed by the Lakeland Faculty Association).

The task force shall be in effect from August 16, 2014 through August 15, 2016. The task force will meet at least three times each academic year with the first meeting by October 1 of each academic year.

The task force will report its recommendations to the president and the Association president.

APPENDIX A
GUIDED STUDIES SCALE
CREDIT HOURS

	(3)	(2)	(1)		
GDSP 2000	67.50	52.50	30	1	Guided Studies Individual
GDSP 2500	135	105	60	2	Guided Studies Group
	198	155	88.50	3	
SCALE	257	201	115.50	4	NUMBER
OF	311	244	137	5	OF
REIMBURSE-	360	285	165	6	STUDENTS
MENT	403	322	180	7	
FOR	443	357	209	8	
GUIDED	477	389	225	9	
STUDIES	497	408		10	
PROJECTS	530	425		11	
	545	440		12	
	560			13	
	575			14	
	590			15	
	605			16	
	620			17	
	635			18	

APPENDIX B(1)

LAKELAND COMMUNITY COLLEGE

**FACULTY SALARY SCHEDULE FOR FACULTY HIRED
ON OR BEFORE 8/16/2011**

2014-2015

<u>STEPS</u>		<u>BA(I)</u>		<u>MA(II)</u>		<u>DOCTORATE (III)</u>
0	1.00	\$44,208	1.103	\$48,762	1.340	\$59,239
1	1.050	\$46,419	1.158	\$51,193	1.407	\$62,201
2	1.103	\$48,762	1.216	\$53,757	1.477	\$65,295
3	1.158	\$51,193	1.276	\$56,410	1.551	\$68,567
4	1.216	\$53,757	1.340	\$59,239	1.629	\$72,015
5	1.276	\$56,410	1.407	\$62,201	1.710	\$75,596
6	1.340	\$59,239	1.477	\$65,295	1.796	\$79,398
7	1.407	\$62,201	1.551	\$68,567	1.886	\$83,377
8	1.477	\$65,295	1.629	\$72,015	1.980	\$87,532
9	1.551	\$68,567	1.710	\$75,596	2.079	\$91,909
10	1.629	\$72,015	1.796	\$79,398	2.183	\$96,506
11	1.727	\$76,347	1.886	\$83,377	2.315	\$102,342
12			2.000	\$88,416		
Longevity	1.787	\$79,018	2.070	\$91,511	2.396	\$105,923

After a faculty member has been on the last step on the salary schedule for three (3) years, a member's salary shall be increased 3.5% of the last step in the member's training column. However, faculty members on the Appendix B(1) Salary Schedule who, upon conclusion of AY 2013-14, completed three (3) years on the last step of their respective column will have their salary increased by 3.5% of that step effective 8/16/15.

Each-faculty member on Salary Schedule B(1) who has completed fifteen (15) years of full-time service for the College shall receive a longevity step of five hundred dollars (\$500.00) in each academic year thereafter as part of his/her annual salary. However, faculty members on the Appendix B(1) Salary Schedule who completed fifteen (15) years of full-time service during AY 2013-14 will receive the longevity step of \$500 effective 8/16/15.

APPENDIX B(1)

LAKELAND COMMUNITY COLLEGE

**FACULTY SALARY SCHEDULE FOR FACULTY HIRED
ON OR BEFORE 8/16/2011**

2015-2016

<u>STEPS</u>		<u>BA(I)</u>		<u>MA(II)</u>		<u>DOCTORATE (III)</u>
0	1.00	\$44,650	1.103	\$49,250	1.340	\$59,831
1	1.050	\$46,883	1.158	\$51,705	1.407	\$62,823
2	1.103	\$49,250	1.216	\$54,295	1.477	\$65,948
3	1.158	\$51,705	1.276	\$56,974	1.551	\$69,253
4	1.216	\$54,295	1.340	\$59,831	1.629	\$72,735
5	1.276	\$56,974	1.407	\$62,823	1.710	\$76,352
6	1.340	\$59,831	1.477	\$65,948	1.796	\$80,192
7	1.407	\$62,823	1.551	\$69,253	1.886	\$84,211
8	1.477	\$65,948	1.629	\$72,735	1.980	\$88,407
9	1.551	\$69,253	1.710	\$76,352	2.079	\$92,828
10	1.629	\$72,735	1.796	\$80,912	2.183	\$97,471
11	1.727	\$77,110	1.886	\$84,211	2.315	\$103,365
12			2.000	\$89,300		
Longevity	1.787	\$79,808	2.070	\$92,426	2.396	\$106,982

After a faculty member has been on the last step on the salary schedule for three (3) years, a member's salary shall be increased 3.5% of the last step in the member's training column. However, faculty members on the Appendix B(1) Salary Schedule who, upon conclusion of AY 2013-14, completed three (3) years on the last step of their respective column will have their salary increased by 3.5% of that step effective 8/16/15.

Each-faculty member on Salary Schedule B(1) who has completed fifteen (15) years of full-time service for the College shall receive a longevity step of five hundred dollars (\$500.00) in each academic year thereafter as part of his/her annual salary. However, faculty members on the Appendix B(1) Salary Schedule who completed fifteen (15) years of full-time service during AY 2013-14 will receive the longevity step of \$500 effective 8/16/15.

APPENDIX B(1)

LAKELAND COMMUNITY COLLEGE

**FACULTY SALARY SCHEDULE FOR FACULTY HIRED
ON OR BEFORE 8/16/2011**

2016-2017

<u>STEPS</u>		<u>BA(I)</u>		<u>MA(II)</u>		<u>DOCTORATE (III)</u>
0	1.00	\$45,543	1.103	\$50,235	1.340	\$61,028
1	1.050	\$47,821	1.158	\$52,739	1.407	\$64,079
2	1.103	\$50,235	1.216	\$55,380	1.477	\$67,267
3	1.158	\$52,739	1.276	\$58,114	1.551	\$70,638
4	1.216	\$55,380	1.340	\$61,028	1.629	\$74,190
5	1.276	\$58,114	1.407	\$64,079	1.710	\$77,879
6	1.340	\$61,028	1.477	\$67,267	1.796	\$81,796
7	1.407	\$64,079	1.551	\$70,638	1.886	\$85,895
8	1.477	\$67,267	1.629	\$74,190	1.980	\$90,175
9	1.551	\$70,638	1.710	\$77,879	2.079	\$94,685
10	1.629	\$74,190	1.796	\$81,796	2.183	\$99,420
11	1.727	\$78,653	1.886	\$85,895	2.315	\$105,433
12			2.000	\$91,086		
Longevity	1.787	\$81,404	2.070	\$94,275	2.396	\$109,122

After a faculty member has been on the last step on the salary schedule for three (3) years, a member's salary shall be increased 3.5% of the last step in the member's training column.

Each-faculty member on Salary Schedule B(1) who has completed fifteen (15) years of full-time service for the College shall receive a longevity step of five hundred dollars (\$500.00) in each academic year thereafter as part of his/her annual salary.

APPENDIX B(2)

LAKELAND COMMUNITY COLLEGE

**FACULTY SALARY SCHEDULE FOR FACULTY HIRED
ON OR AFTER 8/17/2011**

2014-2015

STEPS		BA(I)		MA(II)		DOCTORATE(III)
0	1.00	\$44,208	1.103	\$48,762	1.340	\$59,239
1	1.030	\$45,534	1.136	\$50,224	1.380	\$61,016
2	1.060	\$46,900	1.170	\$51,731	1.421	\$62,847
3	1.092	\$48,307	1.205	\$53,283	1.464	\$64,732
4	1.125	\$49,757	1.241	\$54,882	1.508	\$66,674
5	1.159	\$51,249	1.278	\$56,528	1.553	\$68,674
6	1.194	\$52,787	1.317	\$58,224	1.600	\$70,734
7	1.229	\$54,370	1.356	\$59,971	1.648	\$72,856
8	1.266	\$56,002	1.397	\$61,770	1.697	\$75,042
9	1.304	\$57,682	1.439	\$63,623	1.748	\$77,293
10	1.343	\$59,412	1.482	\$65,531	1.800	\$79,612
11	1.384	\$61,194	1.526	\$67,497	1.854	\$82,001
12	1.425	\$63,030	1.572	\$69,522	1.9105	\$84,461
13	1.468	\$64,921	1.619	\$71,608	1.967	\$86,994
14	1.512	\$66,869	1.668	\$73,756	2.026	\$89,604
15	1.558	\$68,875	1.7184	\$75,969	2.087	\$92,292
16	1.604	\$70,941	1.7700	\$78,248	2.150	\$95,061
17	1.652	\$73,069	1.8231	\$80,595	2.214	\$97,913
18	1.7270	\$76,347	1.8778	\$83,013	2.3150	\$102,342
19			1.9341	\$85,504		
20			2.000	\$88,416		
Longevity	1.7874	\$79,018	2.070	\$91,511	2.396	\$105,923

Faculty members with three (3) or more years at the top of the faculty salary schedule receive a longevity increase of three and one-half percent (3.5%).

Faculty members who have completed twenty-three (23) years of full-time service with the College receive an additional longevity increase of five hundred dollars (\$500.00) as part of their annual salary.

Faculty members who have completed twenty-five (25) years of full-time service with the College continue to receive the \$500 longevity increase plus an additional \$500 longevity increase for a maximum total of \$1,000 as part of their annual salary.

APPENDIX B(2)

LAKELAND COMMUNITY COLLEGE

**FACULTY SALARY SCHEDULE FOR FACULTY HIRED
ON OR AFTER 8/17/2011**

2015-2016

<u>STEPS</u>		<u>BA(I)</u>		<u>MA(II)</u>		<u>DOCTORATE(III)</u>
0	1.00	\$44,650	1.103	\$49,250	1.340	\$59,831
1	1.030	\$45,990	1.136	\$50,727	1.380	\$61,626
2	1.060	\$47,369	1.170	\$52,248	1.421	\$63,475
3	1.092	\$48,791	1.205	\$53,816	1.464	\$65,379
4	1.125	\$50,254	1.241	\$55,430	1.508	\$67,341
5	1.159	\$51,762	1.278	\$57,093	1.553	\$69,361
6	1.194	\$53,315	1.317	\$58,806	1.600	\$71,442
7	1.229	\$54,914	1.356	\$60,570	1.648	\$73,585
8	1.266	\$56,562	1.397	\$62,387	1.697	\$75,793
9	1.304	\$58,258	1.439	\$64,259	1.748	\$78,066
10	1.343	\$60,006	1.482	\$66,187	1.800	\$80,408
11	1.384	\$61,806	1.526	\$68,172	1.854	\$82,821
12	1.425	\$63,661	1.572	\$70,218	1.9105	\$85,305
13	1.468	\$65,570	1.619	\$72,324	1.967	\$87,864
14	1.512	\$67,537	1.668	\$74,494	2.026	\$90,500
15	1.558	\$69,564	1.7184	\$76,729	2.087	\$93,215
16	1.604	\$71,651	1.7700	\$79,031	2.150	\$96,012
17	1.652	\$73,800	1.8231	\$81,401	2.214	\$98,892
18	1.7270	\$77,111	1.8778	\$83,843	2.3150	\$103,365
19			1.9341	\$86,359		
20			2.000	\$89,300		
Longevity	1.7874	\$79,808	2.070	\$92,426	2.396	\$106,982

Faculty members with three (3) or more years at the top of the faculty salary schedule receive a longevity increase of three and one-half percent (3.5%).

Faculty members who have completed twenty-three (23) years of full-time service with the College receive an additional longevity increase of five hundred dollars (\$500.00) as part of their annual salary.

Faculty members who have completed twenty-five (25) years of full-time service with the College continue to receive the \$500 longevity increase plus an additional \$500 longevity increase for a maximum total of \$1,000 as part of their annual salary.

APPENDIX B(2)

LAKELAND COMMUNITY COLLEGE

**FACULTY SALARY SCHEDULE FOR FACULTY HIRED
ON OR AFTER 8/17/2011**

2016-2017

<u>STEPS</u>		<u>BA(I)</u>		<u>MA(II)</u>		<u>DOCTORATE(III)</u>
0	1.00	\$45,543	1.103	\$50,235	1.340	\$61,028
1	1.030	\$46,910	1.136	\$51,741	1.380	\$62,859
2	1.060	\$48,317	1.170	\$53,293	1.421	\$64,745
3	1.092	\$49,766	1.205	\$54,892	1.464	\$66,687
4	1.125	\$51,259	1.241	\$56,539	1.508	\$68,687
5	1.159	\$52,797	1.278	\$58,235	1.553	\$70,748
6	1.194	\$54,381	1.317	\$59,982	1.600	\$72,871
7	1.229	\$56,012	1.356	\$61,782	1.648	\$75,057
8	1.266	\$57,693	1.397	\$63,635	1.697	\$77,308
9	1.304	\$59,424	1.439	\$65,544	1.748	\$79,628
10	1.343	\$61,206	1.482	\$67,511	1.800	\$82,016
11	1.384	\$63,042	1.526	\$69,536	1.854	\$84,477
12	1.425	\$64,934	1.572	\$71,622	1.9105	\$87,011
13	1.468	\$66,882	1.619	\$73,771	1.967	\$89,622
14	1.512	\$68,888	1.668	\$75,984	2.026	\$92,310
15	1.558	\$70,955	1.7184	\$78,263	2.087	\$95,080
16	1.604	\$73,084	1.7700	\$80,611	2.150	\$97,932
17	1.652	\$75,276	1.8231	\$83,029	2.214	\$100,870
18	1.7270	\$78,653	1.8778	\$85,520	2.3150	\$105,433
19			1.9341	\$88,086		
20			2.000	\$91,086		
Longevity	1.7874	\$81,404	2.070	\$94,274	2.396	\$109,122

Faculty members with three (3) or more years at the top of the faculty salary schedule receive a longevity increase of three and one-half percent (3.5%).

Faculty members who have completed twenty-three (23) years of full-time service with the College receive an additional longevity increase of five hundred dollars (\$500.00) as part of their annual salary.

Faculty members who have completed twenty-five (25) years of full-time service with the College continue to receive the \$500 longevity increase plus an additional \$500 longevity increase for a maximum total of \$1,000 as part of their annual salary.

APPENDIX B(3)
LAKELAND COMMUNITY COLLEGE
ATHLETIC SALARY SCHEDULE
2014-2015

Level	Position	Sport/Activity	Step 1	Step 2	Step 3
1	Head Coach	Basketball (M & W)	\$7,063	\$8,636	\$11,771
2	Head Coach	Baseball Soccer Softball Volleyball	\$6,277	\$7,847	\$10,202
3	Head Coach	Golf	\$5,494	\$6,277	\$7,847
4	Assistant Coach	Basketball (M & W) Cheerleading	\$4,708	\$5,494	\$6,277
5	Assistant Coach	Baseball Soccer Softball Volleyball	\$3,923	\$4,708	\$5,494
6	Assistant Coach	Golf	\$3,136	\$3,923	\$4,708

APPENDIX B(3)
LAKELAND COMMUNITY COLLEGE
ATHLETIC SALARY SCHEDULE
2015-2016

Level	Position	Sport/Activity	Step 1	Step 2	Step 3
1	Head Coach	Basketball (M & W)	\$7,134	\$8,722	\$11,889
2	Head Coach	Baseball Soccer Softball Volleyball	\$6,340	\$7,925	\$10,304
3	Head Coach	Golf	\$5,549	\$6,340	\$7,925
4	Assistant Coach	Basketball (M & W) Cheerleading	\$4,755	\$5,549	\$6,340
5	Assistant Coach	Baseball Soccer Softball Volleyball	\$3,962	\$4,755	\$5,549
6	Assistant Coach	Golf	\$3,167	\$3,962	\$4,755

Based on 1% increase over the 2014-2015 Athletic Salary Schedule
Effective Date: 7/1/2015

APPENDIX B(3)
LAKELAND COMMUNITY COLLEGE
ATHLETIC SALARY SCHEDULE
2016-2017

Level	Position	Sport/Activity	Step 1	Step 2	Step 3
1	Head Coach	Basketball (M & W)	\$7,277	\$8,896	\$12,127
2	Head Coach	Baseball Soccer Softball Volleyball	\$6,467	\$8,084	\$10,510
3	Head Coach	Golf	\$5,660	\$6,467	\$8,084
4	Assistant Coach	Basketball (M & W) Cheerleading	\$4,850	\$5,660	\$6,467
5	Assistant Coach	Baseball Soccer Softball Volleyball	\$4,041	\$4,850	\$5,660
6	Assistant Coach	Golf	\$3,230	\$4,041	\$4,850

Based on 2% increase over the 2015-2016 Athletic Salary Schedule
 Effective Date: 7/1/2016

APPENDIX C



Request for Leave & Absence Report

Name _____ Division _____

Lakeland I.D. _____

Absence:

_____ days from: _____ through _____
Date Date

_____ hours from: _____ through _____ on _____
Date Date Date

NATURE OF LEAVE:

- Sick Leave
- Personal Leave
- Professional Leave (destination, purpose): _____

- Other (explain): _____

Classes Missed: _____

Provision for classes: _____

Faculty Signature _____

Approved _____
(Dean) (Date)

WHITE: Division Office

YELLOW: Faculty member

10/03

APPENDIX D TRAVEL REGULATIONS

It is necessary, on occasion, for travel costs to be incurred by college employees and members of the Board of Trustees in the ordinary course of business. Such travel costs shall either be paid for by the College or reimbursed to the employee as identified in the sections to follow.

A. Travel

1. Employees must obtain approval in advance of all reimbursable travel involving overnight lodging or for travel to a destination more than one hundred (100) miles from the campus of Lakeland Community College.
2. All travel will be considered as originating from the campus of the College, or the home, if departure is from the home, whichever is nearer the destination.
3. A Travel Approval and Expense Report will be completed (the top portion and the estimated cost column) and approved in advance of the travel. All requests for travel must be approved by the requestor's immediate supervisor and cognizant Vice-President, and filed with the Controller's Office at least ten (10) days in advance of the trip. All requests for out-of-state travel must also be approved by the President. An expense report must be filed with the Controller's Office within five (5) working days after the day travel was completed.
4. Expenses for commercial travel (air, rail, bus) must be at the lowest available fare or rate. The individual is personally responsible for any charges assessed for unused travel reservations. Expenses claimed for commercial transportation must be supported by ticket stub, receipt, or similar evidence of expense.
5. College-owned vehicles may be used for official travel. Availability of such vehicles can be determined by calling the Purchasing Office. The Purchasing Department can also rent a vehicle for official travel upon request. Individuals may be reimbursed for the use of a personal vehicle at the rate per mile set by the Board of Trustees. Mileage reimbursement for use of a personal vehicle may not exceed the aggregate of the lowest available round trip air fares for all individuals on reimbursable travel status in the same vehicle. The names of all such individuals traveling together on the same trip and in the same personal vehicle must be listed on the Expense Report.

Mileage reimbursement for use of a personal vehicle is not made unless motor vehicle liability insurance is carried on the vehicle as required by state law.

6. Reimbursement may be claimed for parking charges, bridge, highway, tunnel tolls, taxi, boat, or ferry expenses, and other similar costs; receipts must be submitted for those expenses exceeding five dollars (\$5.00). Out-of-pocket expenses incurred while traveling in a College-owned vehicle and relating to the

use of that vehicle may be reimbursed, subject to approval of the employee's immediate supervisor. Emergency expenses, such as road service and towing of College-owned vehicles, will be reimbursed upon submittal of receipts; however, a College credit card should be used for the purpose, if possible. Major repairs of a College vehicle should not be authorized without approval of the Director of Purchasing. In such situations, employees should call the campus police and that office will coordinate the corrective measures to be taken. Each item of expense must be listed on the Travel Approval and Expense Report.

7. Reimbursement will be made for the actual and reasonable cost of meals and lodging incurred in the course of approved travel. No meal or lodging expense shall be reimbursed unless a receipt for such is submitted for the expense report, provided that minor reasonable unreceipted expenses may be reimbursed upon approval by the President or Treasurer.
8. Miscellaneous expenses must be itemized separately on the Travel Approval and Expense Report or Reimbursable Expense Report. Receipts shall be submitted for all miscellaneous expenses exceeding five dollars (\$5.00), except as otherwise provided in these rules.
9. No reimbursement for lodging expenses may be claimed for travel. (a) within Lake County; (b) within the county of residence; or (c) within thirty (30) miles of the residence. No reimbursement may be claimed for meals, lodging, or miscellaneous expenses incurred during a vacation leave, or any kind of leave of absence, except as approved in accordance with these rules.
10. No employee or member of the Board of Trustees is permitted to use credits or discounts received as a result of College-provided travel for personal use.

B. Other Expenses

1. Confirming the prior intent of the Board, the Board has determined it to be, and to further, a public purpose for Board members, President, and Vice-Presidents of the District and College to authorize as a College expense or to be reimbursed for the actual and reasonable cost of their meals and of coffee, meals, refreshments, or other amenities for officers and employees of the District and College and for other persons, when:
 - a. In the case of Board members, they are incurred as necessary expenses when engaged in the business of the Board.
 - b. In the case of officers and employees, they are incurred while in the conduct of official College or District business.
2. In all cases, such expenditures must be necessary to perform a function or exercise a power of the District or College and consistent with restrictions

established elsewhere in these rules. Reimbursement and the stated reasons for the expenditure consistent with this paragraph, shall be approved by:

- a. In the case of Board members, the Chair of the Board.
 - b. In the case of officers and employees, the President.
3. The following expenses may be reimbursed:
- a. Expenses incurred for stenographic fees, storage or carrying of baggage, telephone calls on official College business, personal calls up to five dollars (\$5.00) per day, and rental of equipment or temporary meeting or office facilities necessary for the conduct of official College or District business.
 - b. Expenses incurred for laundry, dry cleaning, and pressing while the individual is on continuous approved travel status in excess of five (5) days without returning home during that time.
 - c. Expenses incurred for special purchases essential for the fulfillment of the travel or work assignment upon approval of the President, his designated representative, or the Board Chair.

C. Approved Conferences and Meetings

1. Expenses incurred for registration fees and related expenses for approved conferences or meetings attended shall be reimbursed. Those expenses must be itemized and accompanied by receipts in accordance with other provisions of these rules. Reimbursement may be made for the actual and reasonable cost of a meal, not covered under the travel rules when the meal is an integral part of the conference or meeting, or attendance at the meal is necessary to the best interest of the College or District.
2. Expenses incurred for registration fees for conferences and meetings shall be prepaid or reimbursable without regard to the proximity of the conferences or meetings to the residence or the College.
3. Registration fees can be either prepaid by the College or paid by the individual and reimbursed to the individual upon return. If the individual wishes the College to prepay the registration fee, a purchase order requisition form must be sent to the Controller's Office. Claims for reimbursement of registration fees must be accompanied by a receipt. The Purchasing Department can, upon request, place related reservations for lodging, air fare, car rental, etc.

APPENDIX E
LAKELAND FACULTY ASSOCIATION
GRIEVANCE PROCEDURE

Grievance Number

STEP 2

GRIEVANT _____ DIVISION _____

DATE OF OCCURRENCE _____ IMMEDIATE SUPERVISOR _____

I. STATEMENT OF GRIEVANCE, INCLUDING EXPRESS SECTIONS OF THE AGREEMENT RELIED UPON:

II. REMEDY SOUGHT

ASSOCIATION REPRESENTATIVE'S SIGNATURE

DATE _____

SIGNATURE OF PERSON RECEIVING GRIEVANCE

DATE _____

c: LFA Grievance Chair

APPENDIX F

POST – TENURE FACULTY EVALUATION

Preamble

The evaluation process for tenured faculty recognizes, respects, and supports the concept of academic freedom and the rights endowed to the faculty at the time of tenure. The primary purpose of post-tenure faculty evaluation is to acknowledge, encourage, and support professional development, consistent with the mission of the College. It should make supportive recommendations if needed and provide a vehicle for the faculty member to improve areas of weakness.

The post-tenure review process does not replace or simplify the process detailed in the contract for terminating a tenured faculty member, nor is it a step in that process. However, the results of a post-tenure review may be used, along with other documentation, by the administration should it initiate the contractually prescribed termination procedure.

Key Assumptions

1. An ongoing evaluation is vital to continued excellence and/or improved performance and provides a positive environment for assessing and improving the teaching/learning process.
2. Evaluation of tenured faculty must consider the nature of the faculty member's discipline and conform to fair and reasonable professional expectations.
3. The College's responsibility is to provide an atmosphere that encourages instructional excellence and professional growth.

Evaluation Cycle

Each tenured faculty member will be evaluated every five years, beginning with the most senior members of the division.

A faculty member will be notified by the division dean no later than **November 1** that he/she will be evaluated the following academic year (see example evaluation schedule at the end of this document). The cycle will be altered in the following circumstances:

- The cycle will be waived for a faculty member who, prior to the start of the academic year in which that faculty member should be evaluated, has submitted to the College President in writing his/her plan to retire within two years.
- The cycle will be delayed one year for a faculty member who is on long-term professional leave or any other long-term leave of absence.
- A faculty member who receives an unsatisfactory performance evaluation will be re-evaluated in two years.

- An interim evaluation will be triggered by a substantial decline in performance (see Interim Evaluation, below)

The faculty member will submit materials to be considered for evaluation at the **end of fall semester** of the academic year in which he/she is being evaluated.

The dean will prepare and provide the faculty member with his/her written evaluation no later than **February 15** of the academic year in which he/she is being evaluated.

Required Materials

The faculty member being evaluated must submit the following materials in the evaluation portfolio:

Professional goals – outline of five-year goals and objectives

Self evaluation:

- Professional strengths and weaknesses
- Professional development activities
- Service to the College

Student evaluations:

- A mutually agreed upon evaluation instrument between the dean and faculty member from a minimum of two sections per academic year between evaluations

Evidence of curriculum planning

Optional Materials

Additional materials submitted by the faculty member for evaluation may include, but are not limited to, the following items:

- Peer observations
- Narrative of classroom visitation experience
- Narrative of professional working relationship
- Classroom teaching video
- Course materials
 - Syllabi
 - Assignments
 - Tests
 - Other
- Service to the community

Interim Evaluation

A formal interim evaluation will be conducted for a faculty member who has received an unsatisfactory evaluation or for whom documented, systematic, extensive concerns have been expressed by students, colleagues, and/or the division dean.

A review committee will be formed by **March 1** to assist the faculty member in addressing the concerns mentioned above. The committee will consist of four members:

1. A dean outside the division of the faculty member being evaluated, selected by the chief academic officer.
2. A faculty member in the division of the faculty member being evaluated, selected by the LFA Executive Committee.
3. A faculty member outside the division of the faculty member being evaluated, selected by the LFA Executive Committee.
4. A faculty member selected by the faculty member being evaluated.

The committee will review all relevant documentation, interview the faculty member and his/her dean, and provide a written report of its findings to the faculty member and his/her dean by **April 30**.

Example Evaluation Schedule

If a faculty member were to be evaluated in the 2005-2006 academic year,

- The dean would notify him/her by November 1, 2004, that (s)he will be evaluated in the 2005-2006 academic year.
- The faculty member would submit materials at the end of fall semester of the 2005-2006 academic year.
- The dean's evaluation would be no later than February 15, 2006.

The next evaluation (the 2010-2011 academic year) would begin with notification from the dean by November 1, 2009, that the evaluation will be during the 2010-2011 academic year.