AGREEMENT

BETWEEN THE

LAKELAND FACULTY ASSOCIATION

AND THE

LAKELAND COMMUNITY COLLEGE

8/16/2023-8/15/2026

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2023-2026

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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.

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 shall be transmitted, except in those years where there is a passage of the State's operating budget. In those years, the initial bargaining proposals shall be submitted within five (5) working days of the passage of said budget.

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, either party may request the assistance of a mediator through the office and procedures of the Federal Mediation and Conciliation

Service (FMCS). A federal mediator can be requested by either party after full proposals are exchanged and before impasse is declared.

Said mediator may set the date, time, place, and agenda for the negotiation sessions as the mediator 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, email, and Webex services 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 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.

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 timelines 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) daytime 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 the eighteen (18) unit limit is exceeded.

During the 2021-22 and 2022-23 Contract Years, 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 twenty-one (21) 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 the twenty-one (21) 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, excepting in the cases of: (1) 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; (2) a part-time teaching faculty member employed and compensated by a local school district, and assigned to teach Lakeland courses, may be assigned 22.68 semester units per academic year; (3) a part-time teaching faculty member employed and compensated by a local school district and assigned to teach Lakeland courses and also assigned and teaching Lakeland courses at the College, may be assigned 22.68 units per academic year.

   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.

6.

   a. First consideration for load shall be given to full-time faculty, on a seniority basis, 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 summer load until all others in the department have had an opportunity to obtain similar load. In the event of a second round a faculty member may not exceed a total of eighteen (18) units including the hours from the initial posting 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 purposes 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.

9. Lakeland full-time faculty shall have first right of refusal to teach all College Credit Plus courses regardless of modality. Liaison assignments shall be made available to full-time faculty for posting. College Credit Plus liaisons shall be granted one unit of release time per semester for each assigned high school instructor teaching a College Credit Plus class for the first time (regardless of the number of sections) and one-half unit of release time per semester for each assigned high school instructor having previously taught the College Credit Plus class (regardless of the number of sections). For courses split across two semesters, the units of release time will likewise be split across the semesters.

Section D. Posting

1. It is the right of the College to assign work as it deems necessary and there is no guarantee that the faculty will be provided the course sections for which they post. Faculty post for the purpose of informing the Dean which course sections they prefer to teach.

2. Initial Round of Posting

   During the initial round of posting, teaching faculty select thirteen to fifteen (13-15) units as their base load. Posting shall be done in departmental seniority order, except that full-time faculty who create new courses, experimental or approved by the curriculum committee, regardless of modality, shall have first right of refusal in the first round of posting to teach the course for the first six (6) semesters and/or terms in which the course is taught inclusive of summer.

   a. An instructor may select a number of sections that total in excess of fifteen (15) units in the first round of posting if necessary to secure at least fifteen (15) units.

   b. Release time units can be used for base load or paid as overload.

   c. Preparation units are assigned to a faculty member's base load as outlined below. A maximum of three (3) preparation units may be assigned to an instructor as a part of base load without additional compensation. Additional units or fractions of units in excess of three (3) can count towards meeting base load or be paid as overload.

      (1) Each separate course is counted as one (1) preparation.

      (2) Each separate laboratory taught without a lecture is computed as one (1) preparation.

      (3) Each separate lecture/laboratory is computed as 1.5 preparation (one (1) for the lecture and one-half (0.5) for the laboratory).

   d. Units of load for College Credit Plus liaison assignments may be selected as part of base load or as overload. The liaison assignments are valid only to the

extent the class is staffed by a high school instructor, versus one of our regular adjuncts or a full-time faculty member. The liaison units are calculated as follows:

(1) One (1) unit of release time per semester for each assigned high school instructor teaching a CCP class for the first time (regardless of the number of sections).

(2) One-half (0.5) unit of release time per semester for each assigned high school instructor having previously taught the CCP class (regardless of the number of sections).

3. Subsequent Rounds of Posting

During subsequent rounds of posting, done in departmental seniority order, teaching faculty may select a number of overload units up to the limits set in Article III, Section B. The instructor does not receive units of load for preparation or student generated hours associated with the overload sections.

4. Course Addition

Bidding is conducted in accordance with the above noted process any time a course is added to the schedule.

5. Course Cancellation

If a section selected in the first fifteen (15) is later cancelled due to low enrollment, a section of the same course from the instructor's overload will be reassigned to the base load. If there isn't a section of the same course to be reassigned, then a section of a course with the same number of units as the cancelled section will be reassigned to the base load, with preference given to a course not otherwise included in the base load.

6. Course Release

Should a faculty member release a course that they had originally signed up to teach, then the course shall be posted in the department in seniority order, starting with the faculty member after the faculty member who dropped the course, and then returning to the top of the seniority list upon reaching the lowest seniority faculty member. Otherwise, the above procedure shall be followed.

Section E. Overload

1. Overload Course Defined

Overload sections are selected after the first fifteen (15) units (`base load') of instruction and release time are chosen or agreed upon (respectively) during the first round of department posting. An instructor may select a number of sections that total in excess of fifteen (15) units in the first round of posting if necessary to secure at least fifteen (15) units and avoid splitting the units associated with this section.

If a section selected in the first fifteen (15) is later cancelled due to low enrollment, a section of the same course from the instructor's overload will be reassigned to the base load. If there isn't a section of the same course to be reassigned, then a section of a course with the same number of units as the cancelled section will be reassigned to the base load, with preference given to a course not otherwise included in the base load.

The instructor does not receive units of load for preparation or student generated hours associated with the overload sections. The instructor waives his/her right to have courses scheduled within a nine (9) hour time span in any one day.

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. However, for the duration of the current 2023-2026 collective bargaining agreement the annual maximum shall be set to six (6) units. 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 to be scheduled as agreed by the faculty member and appropriate Dean.

Section F. 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 G. 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 H. 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 I. Non-Credit Instruction

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

Section J. 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 K. 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) weekly posted office hours conducted over a minimum of three (3) days. A minimum of eight (8) office hours shall be conducted on campus over a minimum of two (2) days and a maximum of two (2) office hours may be done remotely on another day. On-campus and remote office hours must be scheduled at times calculated to be convenient for

students (including, where applicable, appropriate consideration of evening students). For the duration of the Contract beginning in 2023, Faculty may ask their Dean for an exemption from the above requirements in order to better support students while maintaining the College's need for a consistent on-campus presence of its Faculty. The exemption will only be in effect for the semester in which it is requested and the Dean's decision on whether or not to grant that exemption is final as for that semester. Faculty will be available during on-campus and remote office hours for student advising and conferences and will communicate, in a manner that is easily accessible to students, when and how they will be conducting office hours. The faculty member is also responsible for posting both on-campus and remote hours of availability on the faculty office door and for filing them with the Division Dean.

"On campus" includes the College's physical buildings and all assigned work sites. Faculty members will communicate in the last week of classes prior to exam week, in a manner that is easily accessible to students, the schedule of office hours for exam week. Faculty members must schedule five (5) on-campus office hours during exam week but will also be available for up to five (5) additional on-campus office hours for appointments as arranged by students with faculty.

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 L. 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 conference 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.

5. For the duration of Contract beginning in 2023, non-teaching faculty members may work a schedule that includes one period of up to four (4) consecutive hours per week of remote work and, prior to the Fall and Spring Semester, non-teaching faculty may ask the Provost for an exemption from the above limit in order to better support students while maintaining the College's need for a consistent on-campus presence of its non-teaching faculty. The exemption will only be in effect for the semester in which it is requested and the Provost's decision on whether or not to grant that exemption is final for that semester. The day and time of the weekly period of remote work is subject to approval by the Provost. It is expected that non-teaching faculty members will be available to perform all position responsibilities remotely.

Section M. 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 N. 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 O. 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, Associate Deans, Associate Provosts, and Assistant Provosts shall serve on

a rotating basis. No Dean, Associate Dean, Associate Provost, or Assistant Provost serving on the committee shall be the administrator 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 P. 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.

Section Q. Clinical Nursing Stipend

Any full time Nursing faculty members who participate in a clinical practice setting that requires the completion of onboarding modules during a particular semester, or any full time Nursing faculty members who coordinate clinical rotations during a particular semester, shall receive a stipend equal to one unit of overload for teaching faculty.

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 Timelines - 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 with Association representation 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 just 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 affected faculty member shall have Association representation. 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 Just 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 just 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 an Association 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 full-time 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 but may select overload in the semester of the full-time contract or summer load (if applicable) ahead of adjunct faculty.

    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, subsequent to the period of temporary employment, the temporary full-time employee is selected through the search process and accepts a full-time faculty position as defined in Article I, Section A., 1., a the formerly temporary full-time faculty member will receive full salary schedule service and seniority credit for his/her period of temporary full-time employment.

    A temporary faculty member whose contract automatically expired at the conclusion of fall semester and is subsequently rehired as a part-time faculty member for the balance of the academic year is subject to the semester, but not the annual, load limitations for part-time faculty as established in Article III, Section B(5).

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, including relevant evidence, which may necessitate a reduction in force shall be made available to the affected departments, faculty, and the Association, 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 recommendations from the affected unit or program's faculty on how best to carry out the proposed reduction in staff. Within fifteen (15) business days of receipt of the College's written notification of determination, 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 Article V shall be placed on a recall list for three (3) years. He/she will be notified by certified mail as well as their personal email of personnel vacancies as they occur, and he/she will receive preference to positions for which he/she is qualified over non-campus applicants. The faculty member is responsible for notifying the College's Human Resources department of any change in their mailing address and personal email address. Faculty members shall be recalled according to either the principle "last laid- off, first recalled" or in order of seniority, at the discretion of the College, provided 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 non-bargaining 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) workdays 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 courses taught as a part-time employee. For non-teaching faculty, such employment shall be measured in number of hours 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 at the beginning of fall conference week of each academic 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. Same sex domestic partner language shall sun-set from this Collective Bargaining Agreement on August 15, 2018. If Federal, State, and/or Local laws no longer allow same-sex marriages after August 15, 2018, the language on same-sex domestic partners found in this section of the 2014-2017 Collective Bargaining Agreement between the Lakeland Faculty Association and Lakeland Community College shall be reinstated.

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 weekdays 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 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. The College and the LFA agree to maintain a committee to continually review and assess how faculty might be supported while striving to maintain a safe learning environment including identifying opportunities and methods by which to improve safety, security, and emergency protocols that impact faculty, teaching, and student learning. This committee shall consist of three (3) faculty members appointed by the LFA Executive Committee and three (3) non-faculty members appointed by the College President. The committee shall be co-chaired by an appointee of the College and an appointee of the LFA Executive Committee. However, the LFA and College President shall both be allowed to increase the number of members each appoints. The parties can agree to add other constituencies as well.

The committee is advisory in nature and shall provide any recommendations to the Vice President's Academic Advisory Council (VPAAC). The committee shall provide input on topics related to improved safety, security and emergency protocols that directly impact issues of student conduct as it impacts teaching and learning. The committee shall attempt to meet at least three (3) times per year but shall meet a minimum of once in the Fall semester and once in the Spring semester.

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).

Section G. GINA Compliance

In compliance with the Genetic Information Nondiscrimination Act of 2008, the College shall not discriminate on the basis of genetic information with respect to employment and health insurance.

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 online 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 Committee on Distance Learning shall meet to address technology issues that impact teaching, learning, and intellectual property. The Committee shall be comprised of four members appointed by the LFA Executive Committee and four members 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, or if a faculty member converts a course into a distance learning format, release time or extended time may be available under "special project" language of the contract. To request release or extended time under this section, the faculty member, in advance of performing the work, will use the Distance Learning Request form that is available in the Dean's Office.

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. Full-time faculty who create a distance learning course shall have the first right of refusal in the first round of posting to teach the course the first six (6) semesters and/or terms in which the course is taught inclusive of summer.

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.

Section C. New Course Development

Full-time faculty who create new courses, experimental or approved by the curriculum committee, regardless of modality, shall have first right of refusal in the first round of posting to teach the course for the first six (6) semesters and/or terms in which the course is taught inclusive of summer.

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 $49,186 on the current indexed salary schedule shall be effective with the 2023-2024 academic year.

2. The B.A. base of $49,924 on the current indexed salary schedule shall be effective with the 2024-2025 academic year.

3. The B.A. base of $50,922 on the current indexed salary schedule shall be effective with the 2025-2026 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. 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.

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. 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 choice of receiving their base pay for June, July and August on May 31 or receiving their base pay for June, July and August in paychecks on the 15th of each of these months and the last day of June and July.

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- forty fourth (1/44) 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-forty eighth (1/48) 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 per unit instructional 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. Special Projects

    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 Pool

The College encourages faculty to seek professional development opportunities. These opportunities shall be made available to each bargaining unit member in accordance with the College's travel policy. The College agrees to maintain a professional development pool of $50,000 each academic year. Full-time faculty members may request up to $1,500 out of state or $1,200 in-state per year for professional development subject to approval by the Professional Development Committee. When determining distribution of funds, the Committee should consider whether a faculty member failed to receive funding in the prior year because the pool ran out of funds.

Section P. Professional Enhancement Allowance

The College supports and encourages professional development and recognizes that the current academic environment caused by the global pandemic may require faculty to develop additional skills or purchase new or upgraded equipment or services. The College will provide an allowance to each faculty member to cover any costs associated with changes to the delivery of instruction due to the coronavirus, that must be approved, used, and documented before August 31, 2021. These allowances shall be retroactive to March 16, 2020. Requests for funds will be submitted to and reviewed for approval by the Excellence in Teaching and Professional Development Committee, consistent with the requirements of the CARES Act, and paid directly to the faculty member upon proper documentation of expenditure:

> Each faculty member who is on the B(1) or B(2) salary schedules during AY2020-2021 and eligible to receive a step increase (including the 3.5% longevity step) within the academic year will be eligible to receive a one-time professional enhancement reimbursement up to $850.
>
> Any other faculty member employed during AY2020-2021 will be eligible to receive a one-time professional enhancement reimbursement up to $1,650.

Should the Federal Government allocate to the College at least $1,000,000.00 of additional CARES Act (or the equivalent) funding, the College will provide an additional $500.00 allowance to each faculty member consistent with the terms and conditions associated with such funds.

Section Q.

Faculty are not required to seek grants. Faculty may seek release or extended time for work on grant-funded projects from their Dean.

Section R. Retention Bonus

All full-time faculty on the payroll as of August 1, 2020 will receive a one-time bonus equal to 2% of the faculty member's base compensation to be paid on August 15, 2020.

Section S. Faculty Separation Savings Stipend

For each full-time faculty member who voluntarily terminates their employment with the College having at least 15 years of Lakeland service, the College will pay the remaining employed full-time faculty members a stipend of $500 each year for three years. This stipend shall be subject to the following terms and conditions:

1. A faculty member who voluntarily terminates their employment shall be termed VSF (Voluntarily Separated Faculty).

2. This stipend shall only be triggered when VSF depart in academic years 2023-2024, 2024-2025, 2025-2026.

3. Payment Cap: total stipend payments to a remaining faculty member under this section cannot exceed $4,500 in any academic year.

4. For each eligible VSF who terminates their employment between August 16, 2023, and August 15, 2024, a $500 payment will be made to remaining full-time faculty on November 30, 2024, November 30, 2025, and November 30, 2026 (defined as the first obligation tranche prior to the payment cap limit). Payment only occurs to those remaining full-time faculty who are still employed as of November 1 of each payment year.

5. For each eligible VSF who terminates their employment between August 16, 2024, and August 15, 2025, a $500 payment will be made to remaining full-time faculty on November 30, 2025, November 30, 2026, and November 30, 2027 (defined as the second obligation tranche prior to the payment cap limit). Payment only occurs to those remaining full-time faculty who are still employed as of November 1 of each payment year.

6. For each eligible VSF who terminates their employment between August 16, 2025, and August 15, 2026, a $500.00 payment will be made to remaining full-time faculty on November 30, 2026, November 30, 2027, and November 30, 2028 (defined as the third obligation tranche prior to the payment cap limit). Payment only occurs to those remaining full-time faculty who are still employed as of November 1 of each payment year.

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 ensure that benefits are not diminished.

Section B. Medical Insurance

1. Medical Insurance will be made available to full-time faculty members and their dependents (through the end of the month of the maximum age required by law), and should federal, state and/or local laws no longer allow same-sex marriages, the language on same-sex domestic partners found in this section of the 2014-2017 Collective Bargaining Agreement between the Lakeland Faculty Association and Lakeland Community College shall be reinstated.

   The College offers the following medical plans to afford employees the opportunity to choose the plan that best meets their needs.

   a. Preferred Provider Organization (PPO) Plan One (Plan 1)

   b. PPO Plan One Plus Health Reimbursement Arrangement (HRA) (Plan 1.5) starting January 1, 2024

   c. PPO Plan Two (Plan 2) until December 31, 2023

   d. Consumer Driven Health Plan (CDHP)

   Participants have the option to make payments through an IRS Section 125 account.

   All detailed plan information shall be found in Appendix G, including the Schedule of Benefits and premiums for each plan. Appendix G also includes health, dental, vision and prescription benefits. Current booklets detailing benefits are available from the College.

2. PPO Plan 1.5 (Plan 1 with HRA)

   Employees opting for PPO Plan 1.5 shall be enrolled in PPO Plan 1, however the College shall maintain an HRA or similar funding mechanism and collaborate with the health insurance provider such that the Employee shall only be billed for what is listed below when using in-network providers, and the College shall be direct-billed for the remainder of the cost. All other costs shall be the regular PPO Plan 1 costs.

Services	Single	Family, Employee plus Children, Employee plus Spouse
Lifetime Maximum	Unlimited	Unlimited
Deductible	$250	$500
Coinsurance	10%	10%
Coinsurance Limit	$1,000	$2,000
Deductible plus Coinsurance Limit Total	$1,250	$2,500
Maximum Out of Pocket (Deductible + Coinsurance + Copays)	$6,600	$13,200
Preventative or Routine Services	0%	0%
Immunizations	0%	0%
Physician or Office Services (Includes but is not limited to Office Visits, Telehealth, and Urgent Care)	10% after deductible	10% after deductible
Emergency Room	$75 Copay	$75 Copay
Non-Emergency use of Emergency Room	$75 Copay, then 10%	$75 Copay, then 10%
Outpatient Services (Includes but is not limited to Surgical Services, Diagnostic Services, Mental Health and Substance Abuse Services, Physical or Occupational Therapies, Chiropractic Therapy – Professional Only, Speech Therapy – Facility or Professional, Cardiac Rehabilitation)	10% after deductible	10% after deductible
Inpatient Services (Includes but is not limited to Semi-Private Room and Board, Maternity, Mental Health or Substance Abuse Services, Skilled Nursing, Organ Transplants)	10% after deductible	10% after deductible
Other Services (Includes but is not limited to Allergy Testing and Treatments, Ambulance, Durable Medical Equipment, Home Healthcare, Hospice, Private Duty Nursing)	10% after deductible	10% after deductible

3. PPO Plan Rates:

Rates for each of the plans shall be as follows:

PLAN 2:
Employee contribution Family: $290 per month
Employee contribution Single: $107 per month
Employee contribution Employee Plus Spouse: $225 per month
Employee contribution Employee Plus Child(ren): $182 per month

PPO Plan 1 Employee Monthly Contribution	2023-2024	2024-2025	2025-2026
Family	$200	$218	$235
Employee plus Children	$115	$124	$133
Employee plus Spouse	$142	$153	$165
Single	$50	$54	$58

PPO Plan 1.5 Employee Monthly Contribution	2023-2024	2024-2025	2025-2026
Family	$267	$312	$363
Employee plus Children	$154	$180	$210
Employee plus Spouse	$190	$222	$259
Single	$91	$106	$123

4. CDHP Plan

CDHP Employee Monthly Contribution	2023-2024	2024-2025	2025-2026
Family	$0	$0	$0
Employee plus Children	$0	$0	$0
Employee plus Spouse	$0	$0	$0
Single	$0	$0	$0

For the Consumer Driven Health Plan (CDHP), there are no monthly employee contributions. The CDHP incorporates a related Health Saving Account (HSA) for the employee's use if the employee is IRS eligible. Each year, the College will deposit into each employee's HSA account the amounts specified in the chart below. Fifty percent (50%) of the College's funding share shall be deposited in January of each

year, and the remaining fifty percent (50%) of its funding share shall be deposited in July of each year.

CDHP Coverage Election	College Contribution Calendar Year 2024	College Contribution Calendar Year 2025	College Contribution Calendar Year 2026
Family	$5,300	$5,525	$5,750
Single + Children	$3,100	$3,325	$3,550
Single + Spouse	$3,800	$4,025	$4,250
Single	$1,800	$2,025	$2,250

CDHP for 2024:

For IRS eligible employees, the HSA maximum contributions permitted by the IRS during calendar 2024 amount to: $4,150 for employees electing Single coverage; and $8,300 for employees electing Single + Spouse, Single + Child(ren), and Family. Specific solely to calendar 2024, the Lake County Schools Consortium (LCSC) will provide a one-time contribution of $250 for an employee electing single coverage or $500 for an employee electing coverage greater than single. For calendar year 2024, the College will deposit into each employee's HSA account: by January 15, 2024, fifty percent (50%) of its funding share plus the full LCSC contribution; and by July 15, 2024, the remaining fifty percent (50%) of its funding share. Employees are responsible for determining if they wish to fund their HSA and, if so, may elect to utilize payroll deductions, or independently self-pay, or use a combination of both methods. Payroll deductions will be offered once by the College with a November 30, 2023, deadline. A recap follows:

2024	HSA Contributions for IRS Eligible Employees			
CDHP Coverage Election	HSA IRS Annual Maximum Contribution Limit	College Calendar 2024 Funding Share into That HSA	LCSC Calendar 2024 Funding Share into That HSA	Employee's Calendar 2024 Maximum Funding
Single	$4,150	$1,800	$250	$2,100
Single + Spouse	$8,300	$3,800	$500	$4,000
Single + Child(ren)	$8,300	$3,100	$500	$4,700
Family	$8,300	$5,300	$500	$2,500

The IRS also allows certain employees age 55 or older to elect to make annual catch-up contributions to their HSA. That maximum amount for calendar 2024 is $1,000. It is that employee's sole responsibility to determine how they may fund their catch-up and whether payroll withholding will be used. Should they intend to use payroll withholding, payroll deductions will be offered once by the College with a November 30, 2023, deadline.

5. 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.

6. Mental health/substance abuse services are paid based on corresponding medical benefits.

7. 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 $1,500 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 spouses and 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.

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 vision insurance for faculty members, their spouses, and their dependents through the end of the month they reach 26 years of age, including same sex domestic partners. Same-sex domestic partner language shall sunset from this Collective Bargaining Agreement on August 15, 2018. If Federal, State and/or Local laws no longer allow same-sex marriages after August 15, 2018, the language on same-sex domestic partners found in this section of the 2014-2017 Collective Bargaining Agreement between the Lakeland Faculty Association and Lakeland Community College shall be reinstated. Annual plan year benefits shall be no less than as follows:

- Prescription Glasses: $15 co-pay with in-network provider
- Frames: $15 co-pay (included in prescription glasses) and $150 allowance with in-network provider; up to $70 benefit with out-of-network provider
- Single vision, lined bifocal and trifocal lenses: $15 co-pay (included in prescription glasses) with in-network provider; up to $30 for single vision, $50 for lined bifocal, and $65 for lined trifocal lenses with out-of-network provider
- Standard, premium, and custom progressive lenses: co-pays of $55, $95-$105, and $150-$175 respectively with in-network provider; up to $50 benefit for progressive lenses with out-of-network provider
- Contact lenses : up to $60 co-pay and $150 allowance with network provider; up to $105 benefit with out-of-network provider
- Vision examination: $10 co-pay with network provider; up to $45 benefit for out- of-network provider

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, his/her spouse, and dependents as defined by the 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. Same-sex domestic

partner language shall sunset from this Collective Bargaining Agreement on August 15, 2018. If Federal, State and/or Local laws no longer allow same-sex marriages after August 15, 2018, the language on same-sex domestic partners founds in this section of the 2014-2017 Collective Bargaining Agreement between the Lakeland Faculty Association and Lakeland Community College, shall be reinstated.

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 shall receive a five thousand dollar ($5,000.00) waiver bonus if they would qualify for single coverage or a ten thousand dollar ($10,000.00) waiver bonus if they would qualify for any other coverage (family, employee plus children, employee plus spouse) every year coverage is waived.

Such waiver shall be offered at the time of employment and during the first semester each year at the beginning of the annual healthcare open enrollment period. 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, his/her spouse, and dependents as defined by the Internal Revenue Service, including same sex domestic partners shall be provided free use of the Athletic and Fitness Center. Same-sex domestic partner language shall sunset from this Collective Bargaining Agreement on August 15, 2018. If Federal, State and/or Local laws no longer allow same-sex marriages after August 15, 2018, the language on same-sex domestic partners found in this section of the 2014-2017 Collective Bargaining Agreement between the Lakeland Faculty Association and Lakeland Community College shall be reinstated.

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. The healthcare committee shall meet at least twice per academic year, once in the fall semester and once in the spring semester.

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 2016-17, summer 2017, and August 16-28, 2017.

Section E.

This Agreement shall be in effect from August 16, 2023 through August 15, 2026 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.

ACCEPTED:

Representing the Association	**Representing the College**
Tahir F. Tariq 11/21/2024	Sunil Ahuja 11/21/2024

SIDE LETTER OF UNDERSTANDING – COLLEGE CREDIT PLUS TASK FORCE

College Credit Plus Task Force

The parties recognize the good and important work that the CCP Task Force has done to date. Therefore, for the duration of this Contract, the College shall maintain a CCP Task Force. The task force shall continue to be convened by the LFA and shall have among its members a diverse representation of the Bargaining Unit (including at least one member of the faculty from each Division of the College) as well as necessary members of the Administration (including the administrator overseeing CCP). The CCP Task Force shall recommend procedures and processes related to the CCP program, consistent with Ohio law and the guidance and regulations of the ODHE, to the College.

SIDE LETTER OF UNDERSTANDING – TENURE PROCEDURES TASK FORCE

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 – SAFETY TASK FORCE

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: FACULTY AND ATHLETIC SALARY SCHEDULES

APPENDIX B(1): FACULTY SALARY SCHEDULE FOR FACULTY HIRED ON OR BEFORE 8/16/2011

2023-2024						
Steps	**BA (I)**		**MA (II)**		**DOCTORATE (III)**	
0	1.0000	**$49,186**	1.1030	**$54,252**	1.3400	**$65,908**
1	1.0500	**$51,645**	1.1580	**$56,957**	1.4070	**$69,205**
2	1.1030	**$54,252**	1.2160	**$59,810**	1.4770	**$72,648**
3	1.1580	**$56,957**	1.2760	**$62,761**	1.5510	**$76,287**
4	1.2160	**$59,810**	1.3400	**$65,909**	1.6290	**$80,124**
5	1.2760	**$62,761**	1.4070	**$69,205**	1.7100	**$84,108**
6	1.3400	**$65,909**	1.4770	**$72,648**	1.7960	**$88,338**
7	1.4070	**$69,205**	1.5510	**$76,287**	1.8860	**$92,765**
8	1.4770	**$72,648**	1.6290	**$80,124**	1.9800	**$97,388**
9	1.5510	**$76,287**	1.7100	**$84,108**	2.0790	**$102,258**
10	1.6290	**$80,124**	1.7960	**$88,338**	2.1830	**$107,373**
11	1.7270	**$84,944**	1.8860	**$92,765**	2.3150	**$113,866**
12			2.0000	**$98,372**		
Longevity	1.78745	**$87,918**	2.0700	**$101,815**	2.3960	**$117,851**

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.

2024-2025						
Steps	**BA (I)**		**MA (II)**		**DOCTORATE (III)**	
0	1.0000	**$49,924**	1.1030	**$55,066**	1.3400	**$66,898**
1	1.0500	**$52,420**	1.1580	**$57,812**	1.4070	**$70,243**
2	1.1030	**$55,066**	1.2160	**$60,708**	1.4770	**$73,738**
3	1.1580	**$57,812**	1.2760	**$63,703**	1.5510	**$77,432**
4	1.2160	**$60,708**	1.3400	**$66,898**	1.6290	**$81,326**
5	1.2760	**$63,703**	1.4070	**$70,243**	1.7100	**$85,370**
6	1.3400	**$66,898**	1.4770	**$73,738**	1.7960	**$89,664**
7	1.4070	**$70,243**	1.5510	**$77,432**	1.8860	**$94,157**
8	1.4770	**$73,738**	1.6290	**$81,326**	1.9800	**$98,850**
9	1.5510	**$77,432**	1.7100	**$85,370**	2.0790	**$103,792**
10	1.6290	**$81,326**	1.7960	**$89,664**	2.1830	**$108,984**
11	1.7270	**$86,219**	1.8860	**$94,157**	2.3150	**$115,574**
12			2.0000	**$99,848**		
Longevity	1.78745	**$89,237**	2.0700	**$103,343**	2.3960	**$119,619**

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.

2025-2026						
Steps	**BA (I)**		**MA (II)**		**DOCTORATE (III)**	
0	1.0000	**$50,922**	1.1030	**$56,167**	1.3400	**$68,235**
1	1.0500	**$53,468**	1.1580	**$58,968**	1.4070	**$71,647**
2	1.1030	**$56,167**	1.2160	**$61,921**	1.4770	**$75,212**
3	1.1580	**$58,968**	1.2760	**$64,976**	1.5510	**$78,980**
4	1.2160	**$61,921**	1.3400	**$68,235**	1.6290	**$82,952**
5	1.2760	**$64,976**	1.4070	**$71,647**	1.7100	**$87,077**
6	1.3400	**$68,235**	1.4770	**$75,212**	1.7960	**$91,456**
7	1.4070	**$71,647**	1.5510	**$78,980**	1.8860	**$96,039**
8	1.4770	**$75,212**	1.6290	**$82,952**	1.9800	**$100,826**
9	1.5510	**$78,980**	1.7100	**$87,077**	2.0790	**$105,867**
10	1.6290	**$82,952**	1.7960	**$91,456**	2.1830	**$111,163**
11	1.7270	**$87,942**	1.8860	**$96,039**	2.3150	**$117,884**
12			2.0000	**$101,844**		
Longevity	1.78745	**$91,021**	2.0700	**$105,409**	2.3960	**$122,010**

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

2023-2024						
Steps	**BA (I)**		**MA (II)**		**DOCTORATE (III)**	
0	1.0000	**$49,186**	1.1030	**$54,252**	1.3400	**$65,909**
1	1.0300	**$50,662**	1.1361	**$55,880**	1.3802	**$67,887**
2	1.0609	**$52,181**	1.1702	**$57,556**	1.4216	**$69,923**
3	1.0927	**$53,747**	1.2053	**$59,283**	1.4643	**$72,021**
4	1.1255	**$55,359**	1.2414	**$61,061**	1.5082	**$74,181**
5	1.1593	**$57,020**	1.2787	**$62,893**	1.5534	**$76,407**
6	1.1941	**$58,731**	1.3170	**$64,780**	1.6000	**$78,699**
7	1.2299	**$60,493**	1.3566	**$66,723**	1.6480	**$81,060**
8	1.2668	**$62,307**	1.3972	**$68,725**	1.6975	**$83,492**
9	1.3048	**$64,177**	1.4392	**$70,787**	1.7484	**$85,997**
10	1.3439	**$66,102**	1.4823	**$72,910**	1.8008	**$88,577**
11	1.3842	**$68,085**	1.5268	**$75,098**	1.8549	**$91,234**
12	1.4258	**$70,127**	1.5726	**$77,351**	1.9105	**$93,971**
13	1.4685	**$72,231**	1.6198	**$79,671**	1.9678	**$96,790**
14	1.5126	**$74,398**	1.6684	**$82,061**	2.0269	**$99,694**
15	1.5580	**$76,630**	1.7184	**$84,523**	2.0877	**$102,684**
16	1.6047	**$78,929**	1.7700	**$87,059**	2.1503	**$105,765**
17	1.6528	**$81,297**	1.8231	**$89,671**	2.2148	**$108,938**
18	1.7270	**$84,944**	1.8778	**$92,361**	2.3150	**$113,866**
19			1.9341	**$95,131**		
20			2.0000	**$98,372**		
Longevity	1.78745	**$87,917**	2.0700	**$101,815**	2.3960	**$117,851**

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.

2024-2025						
Steps	**BA (I)**		**MA (II)**		**DOCTORATE (III)**	
0	1.0000	**$49,924**	1.1030	**$55,066**	1.3400	**$66,898**
1	1.0300	**$51,422**	1.1361	**$56,719**	1.3802	**$68,905**
2	1.0609	**$52,964**	1.1702	**$58,421**	1.4216	**$70,972**
3	1.0927	**$54,552**	1.2053	**$60,173**	1.4643	**$73,104**
4	1.1255	**$56,189**	1.2414	**$61,976**	1.5082	**$75,295**
5	1.1593	**$57,877**	1.2787	**$63,838**	1.5534	**$77,552**
6	1.1941	**$59,614**	1.3170	**$65,750**	1.6000	**$79,878**
7	1.2299	**$61,402**	1.3566	**$67,727**	1.6480	**$82,275**
8	1.2668	**$63,244**	1.3972	**$69,754**	1.6975	**$84,746**
9	1.3048	**$65,141**	1.4392	**$71,851**	1.7484	**$87,287**
10	1.3439	**$67,093**	1.4823	**$74,002**	1.8008	**$89,903**
11	1.3842	**$69,105**	1.5268	**$76,224**	1.8549	**$92,604**
12	1.4258	**$71,182**	1.5726	**$78,510**	1.9105	**$95,380**
13	1.4685	**$73,313**	1.6198	**$80,867**	1.9678	**$98,240**
14	1.5126	**$75,515**	1.6684	**$83,293**	2.0269	**$101,191**
15	1.5580	**$77,782**	1.7184	**$85,789**	2.0877	**$104,226**
16	1.6047	**$80,113**	1.7700	**$88,365**	2.1503	**$107,352**
17	1.6528	**$82,514**	1.8231	**$91,016**	2.2148	**$110,572**
18	1.7270	**$86,219**	1.8778	**$93,747**	2.3150	**$115,574**
19			1.9341	**$96,558**		
20			2.0000	**$99,848**		
Longevity	1.78745	**$89,237**	2.0700	**$103,343**	2.3960	**$119,619**

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.

2025-2026						
Steps	BA (I)		MA (II)		DOCTORATE (III)	
0	1.0000	**$50,922**	1.1030	**$56,167**	1.3400	**$68,235**
1	1.0300	**$52,450**	1.1361	**$57,852**	1.3802	**$70,283**
2	1.0609	**$54,023**	1.1702	**$59,589**	1.4216	**$72,391**
3	1.0927	**$55,642**	1.2053	**$61,376**	1.4643	**$74,565**
4	1.1255	**$57,313**	1.2414	**$63,215**	1.5082	**$76,801**
5	1.1593	**$59,034**	1.2787	**$65,114**	1.5534	**$79,102**
6	1.1941	**$60,806**	1.3170	**$67,064**	1.6000	**$81,475**
7	1.2299	**$62,629**	1.3566	**$69,081**	1.6480	**$83,919**
8	1.2668	**$64,508**	1.3972	**$71,148**	1.6975	**$86,440**
9	1.3048	**$66,443**	1.4392	**$73,287**	1.7484	**$89,032**
10	1.3439	**$68,434**	1.4823	**$75,482**	1.8008	**$91,700**
11	1.3842	**$70,486**	1.5268	**$77,748**	1.8549	**$94,455**
12	1.4258	**$72,605**	1.5726	**$80,080**	1.9105	**$97,286**
13	1.4685	**$74,779**	1.6198	**$82,483**	1.9678	**$100,204**
14	1.5126	**$77,025**	1.6684	**$84,958**	2.0269	**$103,214**
15	1.5580	**$79,336**	1.7184	**$87,504**	2.0877	**$106,310**
16	1.6047	**$81,715**	1.7700	**$90,132**	2.1503	**$109,498**
17	1.6528	**$84,164**	1.8231	**$92,836**	2.2148	**$112,782**
18	1.7270	**$87,942**	1.8778	**$95,621**	2.3150	**$117,884**
19			1.9341	**$98,488**		
20			2.0000	**$101,844**		
Longevity	1.78745	**$91,021**	2.0700	**$105,409**	2.3960	**$122,011**

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): ATHLETIC SALARY SCHEDULE

Level	Position	2023-2024 (Effective July 1, 2023) Sport/Activity	Step 1		Step 2		Step 3	
1	Head Coach	Basketball (M & W)	0.1598	$7,860	0.1953	$9,608	0.2663	$13,098
2	Head Coach	Baseball Soccer Softball Volleyball	0.142	$6,984	0.1775	$8,731	0.2308	$11,352
3	Head Coach	Golf	0.1243	$6,114	0.142	$6,984	0.1775	$8,731
4	Assistant Coach	Basketball (M & W) Cheerleading	0.1065	$5,238	0.1243	$6,114	0.142	$6,984
5	Assistant Coach	Baseball Soccer Softball Volleyball	0.0887	$4,363	0.1065	$5,238	0.1243	$6,114
6	Assistant Coach	Golf	0.0709	$3,487	0.0887	$4,363	0.1065	$5,238

Level	Position	2024-2025 (Effective July 1, 2024) Sport/Activity	Step 1		Step 2		Step 3	
1	Head Coach	Basketball (M & W)	0.1598	$7,978	0.1953	$9,750	0.2663	$13,295
2	Head Coach	Baseball Soccer Softball Volleyball	0.142	$7,089	0.1775	$8,862	0.2308	$11,522
3	Head Coach	Golf	0.1243	$6,206	0.142	$7,089	0.1775	$8,862
4	Assistant Coach	Basketball (M & W) Cheerleading	0.1065	$5,317	0.1243	$6,206	0.142	$7,089
5	Assistant Coach	Baseball Soccer Softball Volleyball	0.0887	$4,428	0.1065	$5,317	0.1243	$6,206
6	Assistant Coach	Golf	0.0709	$3,540	0.0887	$4,428	0.1065	$5,317

Level	Position	2025-2026 (Effective July 1, 2025) Sport/Activity	Step 1		Step 2		Step 3	
1	Head Coach	Basketball (M & W)	0.1598	$8,137	0.1953	$9,945	0.2663	$13,561
2	Head Coach	Baseball Soccer Softball Volleyball	0.142	$7,231	0.1775	$9,039	0.2308	$11,753
3	Head Coach	Golf	0.1243	$6,330	0.142	$7,231	0.1775	$9,039
4	Assistant Coach	Basketball (M & W) Cheerleading	0.1065	$5,423	0.1243	$6,330	0.142	$7,231
5	Assistant Coach	Baseball Soccer Softball Volleyball	0.0887	$4,517	0.1065	$5,423	0.1243	$6,330
6	Assistant Coach	Golf	0.0709	$3,610	0.0887	$4,517	0.1065	$5,423

Lakeland Community College

APPENDIX C: REQUEST FOR LEAVE & ABSENCE REPORT

Name: _____ Division: _____

Lakeland I.D.: _____

Absence: _____ days from: _____ through _____
Date Date

_____ hours from: _____ through _____ on _____
Time Time 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, airfare, car rental, etc.

APPENDIX E: LAKELAND FACULTY ASSOCIATION GRIEVANCE FORM

_____
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

_____ DATE _____
ASSOCIATION REPRESENTATIVE'S SIGNATURE

_____ DATE _____
SIGNATURE OF PERSON RECEIVING GRIEVANCE

cc: 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.

APPENDIX G: MEDICAL INSURANCE

Appendix G(1): EMPLOYEE SHARE OF HEALTHCARE PREMIUM 8/16/23-8/15/26

Pre-tax payroll deductions for the period 8/16/23-8/15/24:

PPO Plan 1	Single	$ 25.00 per pay	$ 50.00 per month
	Single & Child(ren)	$ 57.50 per pay	$115.00 per month
	Single & Spouse	$ 71.00 per pay	$142.00 per month
	Family	$100.00 per pay	$200.00 per month
PPO Plan 1.5	Single	$ 45.50 per pay	$ 91.00 per month
	Single & Child(ren)	$ 77.00 per pay	$154.00 per month
	Single & Spouse	$ 95.00 per pay	$190.00 per month
	Family	$133.50 per pay	$267.00 per month
CDHP	Single	$ 00.00 per pay	$ 00.00 per month
	Single & Child(ren)	$ 00.00 per pay	$ 00.00 per month
	Single & Spouse	$ 00.00 per pay	$ 00.00 per month
	Family	$ 00.00 per pay	$ 00.00 per month

Pre-tax payroll deductions for the period 8/16/24-8/15/25:

PPO Plan 1	Single	$ 27.00 per pay	$ 54.00 per month
	Single & Child(ren)	$ 62.00 per pay	$124.00 per month
	Single & Spouse	$ 76.50 per pay	$153.00 per month
	Family	$109.00 per pay	$218.00 per month
PPO Plan 1.5	Single	$ 53.00 per pay	$106.00 per month
	Single & Child(ren)	$ 90.00 per pay	$180.00 per month
	Single & Spouse	$111.00 per pay	$222.00 per month
	Family	$156.00 per pay	$312.00 per month
CDHP	Single	$ 00.00 per pay	$ 00.00 per month
	Single & Child(ren)	$ 00.00 per pay	$ 00.00 per month
	Single & Spouse	$ 00.00 per pay	$ 00.00 per month
	Family	$ 00.00 per pay	$ 00.00 per month

Pre-tax payroll deductions for the period 8/16/25-8/15/26:

PPO Plan 1	Single	$ 29.00 per pay	$ 58.00 per month
	Single & Child(ren)	$ 66.50 per pay	$133.00 per month
	Single & Spouse	$ 82.50 per pay	$165.00 per month
	Family	$117.50 per pay	$235.00 per month
PPO Plan 1.5	Single	$ 61.50 per pay	$123.00 per month
	Single & Child(ren)	$105.00 per pay	$210.00 per month
	Single & Spouse	$129.50 per pay	$259.00 per month
	Family	$181.50 per pay	$363.00 per month
CDHP	Single	$ 00.00 per pay	$ 00.00 per month
	Single & Child(ren)	$ 00.00 per pay	$ 00.00 per month
	Single & Spouse	$ 00.00 per pay	$ 00.00 per month
	Family	$ 00.00 per pay	$ 00.00 per month

DENTAL AND VISION DETAILS

Dental	No Employee Premium Contributions
Vision	No Employee Premium Contributions

Eligibility Rules for Dependents

- Your spouse

- You or your spouse's unmarried children, stepchildren, children placed for adoption, legally adopted children, children for whom either you or your spouse is the Legal Guardian or Custodian, or any children who, by court order, must be provided health care coverage by you or your spouse.

- Eligible children up to age 26 may enroll for health care coverage.

- Employees must provide copies of documents to support the dependent status, within thirty (30) days of hire, or prior to enrollment of the dependent(s) under the College health care plans.

APPENDIX G(1): LAKELAND MEDICAL PLAN 1

Lakeland COMMUNITY COLLEGE

Plan 1

MEDICAL MUTUAL

2023 – 2024	2024 – 2025	2025 – 2026
Family: $200 per month	Family: $218 per month	Family: $235 per month
Single: $50 per month	Single: $54 per month	Single: $58 per month
Single & Spouse: $142 per month	Single & Spouse: $153 per month	Single & Spouse: $165 per month
Single & Child(ren): $115 per month	Single & Child(ren): $124 per month	Single & Child(ren): $133 per month

Benefits	Network	Non-Network
Benefit Period	January 1st through December 31st	
Dependent Age	26 Removal upon End of Month	
Pre-Existing Condition Waiting Period	None	
Blood Pint Deductible	0 pints	
Overall Annual Benefit Period Maximum	Unlimited	
3 month Deductible Carryover	Does Apply	
Benefit Period Deductible – Single/Family[1]	$500 / $1,000	$1,000 / $2,000
Coinsurance	80%	60%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	$2,000 / $4,000	$4,000 / $8,000
Physician/Office Services		
Office Visit (Illness/Injury)	80% after deductible	60% after deductible
Urgent Care Office Visit	80% after deductible	60% after deductible
Immunizations (tetanus toxoid, rabies vaccine, meningococcal polysaccharide vaccine HPV, Influenza, VSV, Hepatitis B, MMR and Pneumococcal Polysaccharide are covered services)	100%	60% after deductible
Preventative Services		
Preventive Services in accordance with state and federal law[2]	100%	50% after deductible
Routine Physical Exam (Ages 21 and over, one per benefit period)	100%	50% after deductible

Benefits	Network	Non-Network
Well Child Care Services including Exam, Routine Vision, Routine Hearing Exams, Well Child Care Immunizations and Laboratory Tests (To age 21)	100%	50% after deductible
Routine Mammogram (One per benefit period)	100%	50% after deductible
Routine Pap Test (One per benefit period)	100%	50% after deductible
Routine Gynecological Exam associated with Pap Test (One per benefit period)	100%	50% after deductible
Routine Prostate Specific Antigen (PSA)	100%	50% after deductible
Routine Endoscopies	100%	50% after deductible
Routine Labs, X-Rays & Medical Tests	100%	50% after deductible
Outpatient Services		
Surgical Services	80% after deductible	60% after deductible
Diagnostic Services	80% after deductible	60% after deductible
Physical and Occupational Therapy - Facility and Professional (40 visits per benefit period)	80% after deductible	60% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	80% after deductible	60% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	80% after deductible	60% after deductible
Cardiac Rehabilitation	80% after deductible	60% after deductible
Outpatient Services		
Emergency use of an Emergency Room[3]	$75 copay, then 100%	
Non-Emergency use of an Emergency Room[4]	$75 copay, then 80%	60% after deductible
Inpatient Facility		
Semi-Private Room and Board	80% after deductible	60% after deductible
Maternity	80% after deductible	60% after deductible
Skilled Nursing Facility (100 days per benefit period)	80% after deductible	60% after deductible
Organ Transplants	80% after deductible	60% after deductible
Additional Services		
Allergy Testing and Treatments	80% after deductible	60% after deductible
Ambulance	80% after deductible	60% after deductible
Durable Medical Equipment	80% after deductible	60% after deductible
Home Healthcare	80% after deductible	60% after deductible

Hospice	80% after deductible	60% after deductible
Private Duty Nursing	80% after deductible	60% after deductible
Mental Health and Substance Abuse - Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a network provider will also apply to the non-network deductible and coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

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1 Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

2 Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

3 Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

4 Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

APPENDIX G(2): LAKELAND MEDICAL PLAN 1.5

Plan 1.5
With Lakeland HRA*

Lakeland COMMUNITY COLLEGE

MEDICAL MUTUAL

2023 – 2024	2024 – 2025	2025 – 2026
Family: $267 per month	Family: $312 per month	Family: $363 per month
Single: $91 per month	Single: $106 per month	Single: $123 per month
Single & Spouse: $190 per month	Single & Spouse: $222 per month	Single & Spouse: $259 per month
Single & Child(ren): $154 per month	Single & Child(ren): $180 per month	Single & Child(ren): $210 per month

Benefits	Network	Non-Network
Benefit Period	January 1st through December 31st	
Dependent Age	26 Removal upon End of Month	
Pre-Existing Condition Waiting Period	None	
Blood Pint Deductible	0 pints	
Overall Annual Benefit Period Maximum	Unlimited	
3 month Deductible Carryover	Does Apply	
Benefit Period Deductible – Single/Family[1]	$500 / $1,000 *EE pays $250/$500	$1,000 / $2,000
Coinsurance	80% *EE pays 10%	60%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	$2,000 / $4,000 *EE pays $1,000/$2,000	$4,000 / $8,000
Physician/Office Services		
Office Visit (Illness/Injury)	80% after deductible *EE pays 10% after deductible	60% after deductible
Urgent Care Office Visit	80% after deductible *EE pays 10% after deductible	60% after deductible
Immunizations (tetanus toxoid, rabies vaccine, meningococcal polysaccharide vaccine HPV, Influenza, VSV, Hepatitis B, MMR and Pneumococcal Polysaccharide are covered services)	100%	60% after deductible
Preventative Services		
Preventive Services in accordance with state and federal law[2]	100%	50% after deductible
Routine Physical Exam (Ages 21 and over, one per benefit period)	100%	50% after deductible

Benefits	Network	Non-Network
Well Child Care Services including Exam, Routine Vision, Routine Hearing Exams, Well Child Care Immunizations and Laboratory Tests (To age 21)	100%	50% after deductible
Routine Mammogram (One per benefit period)	100%	50% after deductible
Routine Pap Test (One per benefit period)	100%	50% after deductible
Routine Gynecological Exam associated with Pap Test (One per benefit period)	100%	50% after deductible
Routine Prostate Specific Antigen (PSA)	100%	50% after deductible
Routine Endoscopies	100%	50% after deductible
Routine Labs, X-Rays & Medical Tests	100%	50% after deductible
Outpatient Services		
Surgical Services	80% after deductible *EE pays 10% after deductible	60% after deductible
Diagnostic Services	80% after deductible *EE pays 10% after deductible	60% after deductible
Physical and Occupational Therapy - Facility and Professional (40 visits per benefit period)	80% after deductible *EE pays 10% after deductible	60% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	80% after deductible *EE pays 10% after deductible	60% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	80% after deductible *EE pays 10% after deductible	60% after deductible
Cardiac Rehabilitation	80% after deductible *EE pays 10% after deductible	60% after deductible
Outpatient Services		
Emergency use of an Emergency Room[3]	$75 copay, then 100%	
Non-Emergency use of an Emergency Room[4]	$75 copay, then 80% *EE pays $75 copay, then 10% after deductible	60% after deductible
Inpatient Facility		
Semi-Private Room and Board	80% after deductible *EE pays 10% after deductible	60% after deductible
Maternity	80% after deductible *EE pays 10% after deductible	60% after deductible
Skilled Nursing Facility (100 days per benefit period)	80% after deductible *EE pays 10% after deductible	60% after deductible
Organ Transplants	80% after deductible *EE pays 10% after deductible	60% after deductible
Additional Services		
Allergy Testing and Treatments	80% after deductible *EE pays 10% after deductible	60% after deductible

Ambulance	80% after deductible *EE pays 10% after deductible	60% after deductible
Durable Medical Equipment	80% after deductible *EE pays 10% after deductible	60% after deductible
Home Healthcare	80% after deductible *EE pays 10% after deductible	60% after deductible
Hospice	80% after deductible *EE pays 10% after deductible	60% after deductible
Private Duty Nursing	80% after deductible *EE pays 10% after deductible	60% after deductible
Mental Health and Substance Abuse - Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		

*EE Pays means this is the amount that the Enrolled Employee pays and the College-funded HRA is responsible for covering the difference in cost between what the EE pays and what the plan covers.

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a network provider will also apply to the non-network deductible and coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

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In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

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1 Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

2 Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

3 Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

4 Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

APPENDIX G(3): LAKELAND CDHP PLAN

Lakeland COMMUNITY COLLEGE

Lakeland Community College Consumer Driven Health Plan (CDHP)

No employee premium contribution
HSA Compatible

MEDICAL MUTUAL

Benefits	Network	Non-Network
Benefit Period	January 1st through December 31st	
Dependent Age	26 Removal upon End of Month	
Pre-Existing Condition Waiting Period	None	
Blood Pint Deductible	0 pints	
Overall Annual Benefit Period Maximum	Unlimited	
3 month Deductible Carryover	Does Apply	
Benefit Period Deductible – Single/Family[1]	$3,000 / $6,000	$6,000 / $12,000
Coinsurance	90%	50%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	$1,000 / $2,000	$10,000 / $20,000
Physician/Office Services		
Office Visit (Illness/Injury)	90% after deductible	50% after deductible
Urgent Care Office Visit	90% after deductible	50% after deductible
Immunizations (tetanus toxoid, rabies vaccine, meningococcal polysaccharide vaccine HPV, Influenza, VSV, Hepatitis B, MMR and Pneumococcal Polysaccharide are covered services)	100%	50% after deductible
Preventative Services		
Preventive Services in accordance with state and federal law[2]	100%	50% after deductible
Routine Physical Exam (Ages 21 and over, one per benefit period)	100%	50% after deductible
Well Child Care Services including Exam, Routine Vision, Routine Hearing Exams, Well Child Care Immunizations and Laboratory Tests (To age 21)	100%	50% after deductible
Routine Mammogram (One per benefit period)	100%	50% after deductible
Routine Pap Test (One per benefit period)	100%	50% after deductible
Routine Gynecological Exam associated with Pap Test (One per benefit period)	100%	50% after deductible
Routine Prostate Specific Antigen (PSA)	100%	50% after deductible
Routine Endoscopies	100%	50% after deductible
Routine Labs, X-Rays & Medical Tests	100%	50% after deductible
Outpatient Services		
Surgical Services	90% after deductible	50% after deductible
Diagnostic Services	90% after deductible	50% after deductible
Physical and Occupational Therapy - Facility and Professional (40 visits per benefit period)	90% after deductible	50% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	90% after deductible	50% after deductible

Speech Therapy – Facility and Professional (20 visits per benefit period)	90% after deductible	50% after deductible
Cardiac Rehabilitation	90% after deductible	50% after deductible

Benefits	Network	Non-Network
Outpatient Services		
Emergency use of an Emergency Room[3]	90% after deductible	
Non-Emergency use of an Emergency Room[4]	90% after deductible	50% after deductible
Inpatient Facility		
Semi-Private Room and Board	90% after deductible	50% after deductible
Maternity	90% after deductible	50% after deductible
Skilled Nursing Facility (100 days per benefit period)	90% after deductible	50% after deductible
Organ Transplants	90% after deductible	50% after deductible
Additional Services		
Allergy Testing and Treatments	90% after deductible	50% after deductible
Ambulance	90% after deductible	50% after deductible
Durable Medical Equipment	90% after deductible	50% after deductible
Home Healthcare	90% after deductible	50% after deductible
Hospice	90% after deductible	50% after deductible
Private Duty Nursing	90% after deductible	50% after deductible
Mental Health and Substance Abuse - Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a network provider will also apply to the non-network deductible and coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

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In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

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1 Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

2 Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

3 Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

4 Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

APPENDIX G(4): LAKELAND DENTAL PLAN

Lake County Schools Council
Lakeland Community College
Dental

General Information		
Dependent Age		26
Dependent Removal		End of Month
Overall Benefit Period Maximum		$2,500
Claims Filing Limit		12 months
3 Month Deductible Carryover Credit		Yes
Orthodontic Lifetime Maximum		$2,500 per eligible member
Orthodontic Eligibility		Limited to dependents up to age 19
How Claims are Paid		
Benefit Period		January 1st through December 31st
Benefit Period Deductible - Single		$25
Benefit Period Deductible - Family		$75
Preventive Services		
BiteWing X-rays	(2 sets per benefit period)	80%
Emergency Palliative Treatment Services	(includes emergency exams, pain treatment, incision and drainage of abscess, excision of pericoronal gingiva, home and hospital visits)	80%
Fluoride Treatments	(limited to dependents up to age 19) (2 per benefit period)	80%
Exams/Evaluations	(2 per benefit period)	80%
Prophylaxis(cleaning)	(2 per benefit period)	80%
Sealants	(limited to dependents up to age 15) (1 per tooth per rolling 36 months)	80%
Space Maintainers	(limited to dependents up to age 19)	80%
Essential Services		
Consultations and Non-Preventive Exams/Evaluations		80% after deductible
Professional Visits		80% after deductible
Diagnostic X-rays - Full Mouth Series/Panorex X-rays	(Full Mouth /Panorex are limited to 1 every rolling 36 months)	80%
Tests and Exams - Pulp Vitality Test		80% after deductible
Minor Restorations		80% after deductible
Endodontics		80% after deductible
Periodontal Services		80% after deductible
Adjustments to Dentures		80% after deductible
Relines/Rebase of Dentures	(1 every rolling 36 months, but not within 6 months of placement of a denture)	80% after deductible
Tissue Conditioning		80% after deductible
Repairs - Crowns		80% after deductible
Repairs - Dentures		80% after deductible
Extractions		80% after deductible
Impactions		80% after deductible
Oral Surgery		80% after deductible
Anesthesia		80% after deductible
Miscellaneous Services-Occlusal Guard		80% after deductible

Complex Services		
Gold Foil Restorations	(1 per tooth every 5 years)	60% after deductible
Inlay/Onlays	(1 per tooth every 5 years)	60% after deductible
Crowns	(1 per tooth every 5 years)	60% after deductible
Major Restorative		60% after deductible
Dentures	(1 every 5 years)	60% after deductible
Precision Attachment	(1 every 5 years)	60% after deductible
Other Removable Prosthetic Services - Modification of Removable Prosthesis following Implant Surgery		60% after deductible
Orthodontic Services		
Orthodontic Services (Limited, Interceptive, Comprehensive)	(limited to dependents up to age 19)	60%
Minor Treatment to Control Harmful Habits	(limited to dependents up to age 19)	60%

Notes: Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

APPENDIX G(6): LAKELAND VISION PLAN

VSP® Plan Exhibit
Lake County Schools Council
Effective Date: 07/01/2020

	VSP Choice Network
Exam Copay	$10.00
Materials Copay	$15.00
Frequency Based on Plan Year:	
Exam:	Calendar Year
Lenses:	Calendar Year
Frame:	Calendar Year
VSP Diabetic Eyecare Plus Program℠	$20 copay per visit
Exam Coverage	
WellVision Exam®	Covered in full after copay
Contact Lens Exam (Fitting & Evaluation)	Standard and Premium fit. Covered in full after copay. Member receives 15% off contact lens exam services; copay will never exceed $60 15% off not available at Costco® Optical
Lens Coverage	
Basic Prescription Lenses: (Glass or plastic)	
Single vision	Covered in full after copay
Lined bifocal	
Lined trifocal	
Lenticular	
Lens Enhancements Prices shown reflect standard selections; premium or custom options may also be available.	Most popular are covered with a copay, saving an average of 20-25%
	Single Vision / Multifocal
Anti-reflective Coating:	$41 / $41
Polycarbonate for Children:	$0 / $0
Polycarbonate for Adult:	$31 / $35
Standard Progressives:	N/A / $0
Premium & Custom Progressives:	N/A / $95 - $175
Photochromics	$70 / $82
Scratch-resistant Coating:	$17 / $17
	Costco® Optical prices already include savings. Members will pay the Usual & Customary fee
Frame Coverage	
VSP Doctors and Retail Chains	$150 allowance, plus 20% off any amount above the allowance
Costco® Optical	$80 allowance
Contact Lens Coverage	
Elective Contact Lenses (prescription contact lenses, in lieu of glasses)	$150 allowance
Necessary Contact Lenses Not available at Retail Chains or Costco® Optical	Covered in full after copay
Value-added Programs	
VSP Laser VisionCare℠ Program Discounts on LASIK, Custom LASIK, and PRK, plus patient education.	Average 15% off or 5% off promotional offer
Out-of-Network Schedule	
Eye Exam:	$45.00
Single Vision:	$30.00
Lined Bifocal:	$50.00
Lined Trifocal:	$65.00
Lenticular:	$100.00
Progressive:	$50.00
Frame:	$70.00
Elective Contact Lenses	$105.00
Necessary Contact Lenses:	$210.00