

MT. HOOD COMMUNITY COLLEGE DISTRICT

AGREEMENT WITH FACULTY MEMBERS

For the Contract Period

September 1, 2020 – August 31, 2022

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PREAMBLE

This agreement made by and between the Board of Education of Mt. Hood Community College District, 26000 S.E. Stark Street, Gresham, Oregon, herein referred to as the "Board" or "District" and the Mt. Hood Community College Faculty Association, herein referred to as the "Association."

The intent of this agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours, and conditions of employment for faculty members included in the bargaining unit.

ARTICLE 1

RECOGNITION

- A. The Association recognizes the Board as the statutory governing authority for Mt. Hood Community College.
- B. The Board hereby recognizes Mt. Hood Community College Faculty Association as the sole exclusive bargaining agent with respect to wages, hours, benefits, working conditions, and other conditions of employment for all faculty members in the units as defined in this agreement and now set forth:
 - 1. All faculty with instructional, counseling, or librarian duties, or who are on board-approved leaves, that have more than a fifty percent (50%) workload within three (3) terms in any fiscal year. A full-time workload is defined in Articles 10 and 11.
 - 2. All faculty who meet the criteria of B.1 above, and who are hired on a terminal contract to fill a budgeted position for one (1) year. Terminal contracts for faculty positions will only be used with notification to the Faculty Association and under the following conditions.
 - a. The position is temporarily vacated by a faculty member on leave or temporarily on another College assignment.
 - b. Circumstances are such that the regular recruitment and selection process cannot be reasonably accomplished (less than two and one-half (2½) months and/or no acceptable applicants).
 - c. The position is required for the first year of a new or innovative program.
 - d. A faculty member unable to complete the academic year due to extenuating circumstances, extended illness, or death will promptly be replaced with a faculty member hired under a terminal contract.
 - e. Terminal contracts may be renewed at the discretion of the College and with the approval of the Faculty Association. An individual originally hired under a terminal contract shall have that time applied toward the satisfaction of the probation time required for tenure in accordance with the provisions of Article 16 if rehired on a regular tenure-track contract. The reason(s) for a terminal appointment shall be stated in writing in the contract.
 - f. When the terminal employment ends, the faculty member may apply for an open position through the normal recruitment and selection process and will be interviewed for the position.
 - g. At the discretion of the College, terminal employment may be terminated at the end of the contract without review under the terms of this agreement.

3. A full-time instructor workload is defined as having more than a fifty percent (50%) workload, which is more than twenty-two and one-half (22.5) ILCs for any three (3) terms of a fiscal year.

Violation of ILC Limits: In the event of a violation of the workload limits above, a terminal contract shall be issued as described in B.2 above. If the workload is more than twenty-two and one-half (22.5) ILCs in any three (3) terms of a fiscal year or thirty (30) ILCs in a fiscal year, the faculty member shall be issued a terminal contract for that year. If the workload exceeds twenty-seven (27) or thirty-five (35) ILCs as the case may be, the faculty member will be issued a terminal contract for one (1) additional year.

4. All faculty who meet the criteria of B.1 and who are on special contract or grant funds which are entirely or largely funded by sources other than local taxes, tuition and state FTE appropriations and which have not been established by the Board as permanent college programs.

These faculty members shall have all the rights and obligations of a faculty member, except those limitations imposed by the granting or contracting agencies, and as specifically noted in other provision(s) in this agreement. The employment contract and position is subject to termination or reduction at any time that the funding for the program as described above is terminated or reduced, without review under the provisions of this agreement and without further payment into the program by the College. When appropriate under the contract or grant guidelines, the College agrees to apply for adequate contract or grant funds to insure full compliance with this agreement.

These faculty members may apply for a district-funded position, subject to the normal recruitment and selection process. If the grant or special contract terminates, the faculty member with four (4) years of service in the faculty bargaining unit with satisfactory evaluations, shall be offered, if available, and without utilization of the normal recruitment and selection process, an open position in the same instructional area. If there is no such open position, the faculty member's layoff rights are specified in Article 23 (Reduction in Staff: Non-district Funded Positions). When the non-district funded position ends, and the faculty member has not served a minimum of four (4) years, the faculty member may apply for an open position through the normal recruitment and selection process, will be interviewed for the position, and will be awarded the position unless another applicant is determined to be more qualified.

- C. All other employees who do not meet the above requirements or conditions are not covered by this agreement.
- D. The College shall not reclassify a faculty member to a position not included in the bargaining unit.

ARTICLE 2

HEADINGS

Headings are used as identifying matter only, for aid in location of the subject matter or reference; headings will have no substantive or independent significance.

ARTICLE 3

BOARD-ASSOCIATION RELATIONSHIP

A. Cooperation Pledge

Both parties recognize the responsibility imposed upon the Association as the exclusive bargaining agent for faculty members and realize that to provide maximum opportunities for continuing employment, good working conditions, and better wages, the College must be in a strong position. It must maintain a comparable tuition rate, a comprehensive approach to all programs, a flexible approach to scheduling programs, and an innovative thrust in program development. This must be accomplished with the lowest possible comparative costs that are consistent with other comparable community college labor practices. Furthermore, both parties pledge to cooperate with each other to maximize the Student-Instructor Ratio (SIR) for all classes offered by the College.

Each party further agrees to promote and maintain a reasonable retention rate of students from quarter to quarter and to strengthen the goodwill among the Board, the management, the faculty, the students, and the community served by the District.

Both parties agree to assist each other's efforts to assure that provisions of this contract are met.

Board members, Faculty Association members, students, staff members or agents or representatives of these parties shall not discriminate, intimidate, or coerce any person, agent, or representative of these groups.

B. Notification of Pending Administrative Actions

1. The Human Resources Director or designee shall notify the Association President or designee in writing (via a hard copy or e-mail) within a reasonable time of any and all impending administrative actions which affect faculty members in one or more of the following areas:
 - a. discipline and college investigations with the potential for discipline, except where prohibited by law.
 - b. salary non-advancement.
 - c. reduction in staff.
2. This notification will be given in advance before final action is taken and with sufficient advance notice to allow the Association a reasonable opportunity to consult with the affected faculty member(s).
3. Should the Association President be away from the campus for an extended length of time during the Winter, Spring, or Summer breaks, the College will direct the required notifications to an alternate address and/or Association officer(s) if requested by the Association with prior written notice.

C. Contract Maintenance Committee

The Contract Maintenance Committee (CMC) will serve the purpose of clarifying and interpreting contract language and application of that language, but will not conduct bargaining. Procedures for accomplishing the task of interpreting contract language and application will be established through mutual agreement of the CMC membership. This process will not replace the grievance process as outlined in this contract.

CMC will operate with the following expectations:

1. The President of the College and the President of the Association, or their designees, will each identify four (4) full-time college employees as representatives that will comprise the CMC.
2. Decisions will be made by consensus.
3. Contract language to be reviewed may be submitted to the CMC by the College or the Faculty Association.
4. The College will provide a recording secretary and general support for the Committee (copies, drafts, and agenda distribution).
5. Resource persons may be called in by mutual consent of the parties, upon request.
6. If any change to contract language is achieved, it will be documented in a Memorandum of Understanding (MOU). The final MOU will be approved by the Faculty Senate and the College. Agreed-upon MOUs may be temporary with a specified sunset date or will become part of the language of the contract for the remaining contract period. The parties may mutually agree to include language of the MOU in the next bargained agreement.
7. Meetings shall be closed.
8. Ground rules will be established through mutual agreement of the CMC membership.

ARTICLE 4

ASSOCIATION BENEFITS

In order to implement the cooperation pledge as set forth in the Agreement, the Board agrees to the following:

A. Office Space and Use

1. The Board agrees to rent AC 1581 to the Association for use as office space. This office will have lights, heat, and one telephone. The Association may use other College facilities for conferences and meetings provided that the space is requested and approved in advance pursuant to normal College procedures. The College will also provide computer access, including all standard administrative College adopted software, internet, and the College network. The Association agrees to comply with College policies and regulations and with guidelines related to computer usages that are mutually agreed upon between the College and Association.
2. Rent for office use shall be ten (\$10) dollars per month.
3. The Association will pay the line charge for use of the telephone and computer, all long distance calls authorized by the Association, and any additional required licensing fees resulting from providing College-adopted computer software for Association use. If the Association believes the licensing fee is excessive, it can decline usage of that software product.

B. Office Equipment and Furniture

1. The Board agrees to rent office equipment and furniture to the Association. This will include adequate furniture for the needs of the Association as determined by mutual agreement of the parties. The Association agrees to repair and/or replace any equipment or furniture rented by the Association that becomes damaged.
2. Rent for the office equipment and furniture shall be five (\$5) dollars per month.

C. Use of Facilities and Equipment

The Association shall have the same rights as other interested groups to use or rent the facilities and equipment of the College. However, regular Association meetings may be held on campus without charge.

D. Association President Reassigned Time

The Board agrees to release the Association President from his/her contracted duties for a total of forty percent (40%) (six (6) ILCs per term) of the Association President's basic contract assignment.

1. The Association President shall use this reassigned time to work with the College Board and the College President on College matters.
2. The Association and/or President agree not to misuse this reassigned time. If misuse is proven and not corrected, then this condition of the agreement shall be declared void.

E. Association Leave

1. Up to a total of eight (8) working days may be provided to members of the unit for participation in statewide trainings and workgroups that relate to interests shared by the Association and administration. Determination of to whom the days are assigned shall be in control of the Association president. Such leave shall not be taken for purposes of local union governance or lobbying.
2. If a paid substitute is required, OEA will reimburse the College for the cost of the substitute.

F. Dues Check-off

1. The Board agrees that the provisions of this section shall not be reopened or modified for the duration of the contract period.
2. The College shall deduct from the monthly paycheck of each member of the Association one-tenth (1/10) of the annual dues of the Association, pursuant to signed written authorization from the member under ORS 243.776 until the entire amount of the annual or prorated dues has been deducted.
3. A member of the bargaining unit who is a member of the Association as of the effective date of this Agreement or who subsequently voluntarily becomes a member of the Association shall continue to pay dues to the Association during the term of this Agreement unless written notice is received by the Association and the College between September 1 and October 1 of any year indicating a desire to withdraw his/her membership from the Association.
4. Prior to the first payroll deduction for the academic year and upon request by the Association, the Human Resources Office will provide the Association with a list of any new hires, terminations, and changes in status of employees whose percentage of time employed has changed. Prior to the first payroll deduction for the new academic year, the Association will furnish the Human Resources Office with a complete breakdown of monthly deduction amounts for dues. It will also provide instructions for prorating deductions of dues for those members of the bargaining unit whose deductions commence after the first scheduled deduction for the academic year. Deduction of dues for new employees shall commence with the first payroll period following employment. Changes in deductions due to changes in percentage of time employed shall be made with the first payroll following the change.

5. The College shall process all requests for payroll deductions for purposes including, but not limited to, any portions that may be used for political purposes permitted by law in effect upon ratification through any appropriate electronic transfer or other automatic payment procedures currently available at the College. The deducted sums shall be remitted to the Association in accordance with its written instructions.

G. Fair Share

1. The parties hereby enter into a fair share agreement for all purposes consistent with state and federal law. The College shall deduct from the monthly paycheck of each non-member of the Association a fair share fee or payment in lieu of dues equal to one-tenth (1/10) of the annual dues of the Association until the entire amount of the annual or prorated Association dues has been deducted. The Association shall utilize such payments for chargeable purposes, and/or reduce the fee for non-chargeable funds pursuant to the Association fair share fee procedure, in accordance with the requirements of state and federal law. This fair share agreement shall be construed to safeguard the rights of the employees under ORS 243.666.
2. A bargaining unit member may object to fair share payments on the grounds of teachings of a church or religious body to which the member belongs. The objecting member will inform the Association of his/her objection. The member will meet with the Association President to determine whether the claim is valid or not. If the claim is determined to be valid, the parties shall establish a mutually satisfactory arrangement for an amount of money equal to the regular Association dues to be given to a mutually agreed upon nonreligious charity.
3. Deductions for fair share shall be processed in the same manner as are dues as described in Subsections 3. through 5. of Section E. above. Prior to the first deduction of dues of the academic year, the Association shall provide a list of all Association members to the Human Resources Office. The Association will update this list whenever new members are added. Any bargaining unit member who is not listed as a dues-paying member shall be deemed to be a fair share contributor subject to the provisions of Section F.1. above.

H. Hold Harmless Clause

The Association agrees to indemnify and hold the College harmless against any and all claims, suits, orders, or judgments brought or issued against the College as a result of any action taken by the College under the provisions of Sections E. and F. of this Article. Such waiver shall not apply to any action by the Association to enforce the terms of this agreement. This hold harmless agreement shall be void unless the College (1) gives immediate notice of any claim to the Association, (2) tenders to the Association the defense of any claim, and (3) fully cooperates with the Association and its designated counsel in the defense of the claim.

I. Association Security

1. Faculty members have the right to join the Association, but membership in the Association shall not be required as a condition of employment.
2. The Association will provide the Human Resources Office an introduction letter including the name of the Association President and the location of the Faculty Association office. Human Resources will provide this letter to all newly employed faculty at the time of their employment.
3. The Association President will be included on the agenda of the New Faculty Orientation.
4. The Association will be given the name, address, email address, and telephone number(s) of any newly-hired faculty as soon as the information is entered into the College database.

ARTICLE 5

BOARD PREROGATIVES

- A. It is the intention hereof that all rights, powers, prerogatives, and authorities that the Board possessed prior to the signing of the Agreement are retained, except those specifically abridged, delegated, granted, or modified by this Agreement.
- B. It is agreed between the parties that the Board has all the customary and usual rights, powers, functions, and authority of management.
- C. The Board shall have the sole right, at its own discretion, unless otherwise expressly provided by the terms and conditions of this Agreement, to do the following:
 - 1. determine the number of faculty members to be employed in each department or division, and classes to be scheduled in the College as a whole.
 - 2. establish, change, or modify Board policies and College Administrative Regulations except those in conflict with the Agreement, in which case a change can only be effected by mutual agreement with the Faculty Association.
 - 3. increase, diminish, change, or discontinue operations, programs, courses, and classes in whole or in part.
 - 4. hire, suspend, discharge, promote, demote, transfer, and discipline members.
 - 5. determine and direct members in their duties.
 - 6. discharge any member at any time for cause in accordance with provisions set forth in Board policies, College Administrative Regulations, and statutes, or as stated in this Agreement.
 - 7. lay off members at any time for financial or justifiable reasons.
 - 8. authorize temporary work or part-time instruction not connected with the regular operation of the College, to be performed by any outside person, firm or corporation selected by the College.
 - 9. judge the efficiency, competency, and adequacy of all faculty members in their performance of their assigned work.
 - 10. increase or change the content or substance of any assignment, provided such change does not make the assignment more than a reasonable full-time assignment. The Association shall have the right under the grievance procedure to question whether any such changed or increased job assignment has become more than a reasonable full-time job. establish grading policies and courses of instruction and to provide for co-curricular, extracurricular, and community service programs for students and citizens as deemed necessary or advisable by the Board.

11. delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according to current written Board policy and amendments.
12. determine class schedules, non-classroom assignments, hours of instruction, load hours, and duties, responsibilities, and assignments of those in the bargaining unit.
13. maintain executive management and administrative control of the College District and its properties and facilities.
14. determine the financial policies of the College including the general accounting procedures, inventory of supplies and equipment procedures, and public relations.
15. determine the management, supervisory and/or administrative organization of each division or facility in the system and the selection of faculty for promotion to supervisory, management, or administrative positions.
16. determine safety, health, and property protection measures where legal responsibility of the Board or other government unit is involved.

ARTICLE 6

INDIVIDUAL FACULTY MEMBER RIGHTS

A. Professional Rights

1. A member has the right to a clear statement of duties, accountability, and the roles for which the member is responsible.
2. A member has the right to carry out assigned duties without interference, disruption, or personal harassment.
3. A member has the right to be protected from any prejudicial or capricious administrative evaluation, action, or review.
4. A member has the right to leave an institution in good standing in accordance with the agreement of employment.
5. A member has the right to a fair dismissal proceeding.
6. A member has the right to participate freely in the exercise of the member's prerogatives without interference or personal harassment.

B. Freedom in the Performance of Professional Duties

1. A member has the right to academic freedom: to make inquiry and to express his/her personal opinion, even when dissenting, on any questions as long as he/she makes it evident that he/she is speaking for himself/herself and not the College.
2. A member has the right to have kept confidential his/her personal beliefs, religious beliefs, and political associations.
3. A member has the right to protection from libel, indecency, undocumented allegations, attacks on personal integrity, techniques of harassment, and innuendo.
4. A member has the right to have a clearly defined means to participate in the formulation and application of institutional policy.

C. Freedom Outside the Performance of Professional Duties

1. A member has the right to free speech, assembly, and petition.
2. A member has the right to protection from double jeopardy.
3. A member has the right to privacy for himself/herself and family, and freedom from harassment, intimidation, or threat. A member has all the rights of a private citizen and the private life of a faculty member shall not be utilized by the Board in matters related to the performance of his/her duties.

4. A member has the right to express a personal opinion as a citizen on any question as long as the member does not represent his/her views as those of the College.

D. Freedom of Due Process

1. A faculty member has the right to due process in evaluation proceedings.
2. A faculty member has the right to due process in discipline, dismissal, termination, or reduction-in-force proceedings as listed in this agreement.

E. Just Cause for Discipline

A faculty member shall not be disciplined by written reprimand, suspended, or denied step advancement without just cause. Just cause for termination of employment is described in Article 15 and reduction of staff and layoff is separately described in Article 23.

F. Right to Representation

A faculty member may have Association representation at a meeting he or she reasonably believes may lead to disciplinary action.

ARTICLE 7

FACULTY RIGHTS

A. To Provide Input and/or Advice in a Shared Governance College Environment

Shared governance is critical to the culture and vitality of higher education. Any erosion of the role of faculty in governance seriously threatens the quality of education provided. This relationship should be based on collegiality and mutual respect. It is understood that provisions in a collectively-bargained agreement encourage collegiality and ensure the integrity of this joint effort.

The College and Faculty Association acknowledge that faculty participation in the life and operations of the College enhances the mission and operations of the College. It is expected that faculty will provide leadership, input, and advice into the following processes.

The Faculty Association will be asked to recommend members to provide input for decisions and studies that have an impact on faculty and instruction as follows:

1. the process and selection of new faculty members, including establishing qualifications, recruiting, screening, interviewing, and recommending candidates.
2. the process and selection of, and feedback on, area deans, instructional administrators, and faculty performing administrative duties.
3. the determination of grading policies.
4. the determination of entrance and exit requirements of courses and programs.
5. the determination of the content of curricula and courses.
6. the decision to grant or withhold tenure.
7. the selection of committee, Board, and task force membership and designation of co-chairs for College committees and councils, especially those pertaining to instruction and curricula.
8. the determination of academic standards.
9. the determination of classroom materials.
10. the determination of instructor responsibilities as listed in the instructor position (job) description.
11. the conduct of accreditation preparation, site visits, and discussion with external licensing and accrediting bodies.
12. any public presentations to the District Board concerning programs and faculty members.

This is not an exclusive listing of areas for shared governance.

B. Process Development

In cases where no process exists or has been established, the College and Faculty Association will collaboratively establish a timeline for the creation of a process. Association or individual input and advice that do not meet the required timelines will be considered waivers of the right to provide input.

C. Right to Determine Grades

A faculty member will have the sole right to determine the grades of students enrolled in his/her classes within the grading policies of the College. An exception may be made only if the faculty member is incapacitated, deceased, no longer employed by the College, or unavailable for an extended period of time. Such exceptions must have the approval of the faculty member's dean and the chief academic officer.

D. Curriculum Committee

The Curriculum Committee will be maintained as an autonomous faculty-comprised committee responsible for the approval and review of general education, department level, and course level curricula. Voting membership of Curriculum Committee will be composed of a minimum of one faculty member from each division. A minimum of 8 voting faculty members are needed at each meeting to provide a quorum. Administrators and employees from the Office of Instruction may also serve on the committee as non-voting, ex-officio members. Curriculum Committee will operate in alignment with NWCCU Accreditation Standards and Oregon Administrative Rules.

E. Seniority Rights

When more than one faculty member in the bargaining unit is qualified to occupy a position or teach a specific course, College seniority will be the determining factor. Seniority shall be the total length of unbroken full-time (fifty percent (50%) or greater) faculty bargaining unit service with the College. For the purpose of determining seniority, all authorized leaves shall be considered as time worked.

F. Right to Representation

Faculty rights to representation (sometimes called Weingarten) are triggered when a supervisor, administrator or other college representative seeks a meeting to interview, question or discuss issues with a faculty member. If a faculty member reasonably believes that any questioning, discussion or investigatory behavior on the College's part may result in discipline, they may assert their right to have a faculty representative present, per Article 6.F.

ARTICLE 8

PERSONNEL PRACTICES

A. Personnel File

1. Upon request, a faculty member may review and copy any material from his/her dean's working file, if it exists, and the official personnel file in the Human Resources Office. All requests for review and/or copy of materials in the working file should be made to the dean. Requests for materials in the official permanent file should be made to the Human Resources Director or designee. Nothing may be removed from the official personnel file, except as allowed in Section 8 A. 10.
2. The Human Resources Office will maintain a personnel file log which will record the date of review of the file, the name of the person reviewing the personnel file, and the purpose of the review.
3. Documents in the following categories shall be maintained in the personnel files:
 - a. personnel file log
 - b. initial application
 - c. salary history
 - d. evaluations
 - e. commendations
 - f. responses
 - g. reprimands
 - h. notices of change in employment status
 - i. formal student complaints and solutions
4. Sealed Documents

Grievances and resolutions will be individually sealed within the personnel file. Only the faculty member, the College President or his/her designee, Human Resources managers, or a member of the faculty member's chain of command will have access to these items. The Human Resources Office will maintain a separate log which will record all individuals who access, obtain, or review the sealed document(s). The date of access/review, the date of return of the sealed document(s), and the purpose of the review will be kept in the log.
5. The faculty member has the right to respond to any document in his/her personnel file.
6. The Human Resources Director or designee will, within five (5) working days, notify a faculty member in writing if non-routine material is placed in his/her personnel file.

7. Access to personnel files will be as follows:
 - a. the President or his/her designee and the Human Resources staff will have access to all files at any time.
 - b. a faculty member's chain of command will have access to the personnel file.
 - c. deans will have access to files of faculty members who are under their direct supervision.
8. Entries to the personnel file will be dated and shall identify the submitting party.
9. The College will not release material or information from the personnel file except with the written permission of the faculty member involved as authorized by this Agreement or as required by law.
10. The faculty member may expunge detrimental material after it has existed in the file for five (5) years, except:
 - a. material which is presently involved in disciplinary hearings or pending litigation.
 - b. as otherwise provided by law.
 - c. if the personnel file contains documentation of a subsequent incident of the same type.

B. Information for Group Benefit Expiration

The Human Resources Director or designee will ensure that timely notice, as provided in federal law (COBRA [29 USCS, 1166] and ERISA [29 USC, 1163]), is given to faculty members whose employment is terminating (including retirement) of their right to continue to participate in group insurance programs or to convert group insurance to individual coverage.

C. Notices of Termination or Non-Renewal

The Human Resources Director or designee agrees to send notices of termination or non-renewal by March 31. If notice is not sent by that date, then each faculty member has a renewed contract, except for terminal one-(1) year contracts. The reduction-in-staff notices stated in Article 23 and terminations for just cause under Article 15 B. take precedence over this provision.

D. Notices of Vacancies or New Position in the College District

The Human Resources Director or designee will notify the Association of all vacancies or new positions in the College District.

ARTICLE 9

CONDITIONS OF EMPLOYMENT AND LEAVES OF ABSENCE

A. Basic Work Year

The basic work year for all full-time faculty members shall be scheduled during Fall, Winter, and Spring terms. By mutual agreement, alternate assignments involving Summer term may be substituted. Such agreements will be documented in writing, approved by the College, and submitted to the Human Resources Office.

B. Contract Days

1. The basic annual contract for faculty members for each contract year shall be one hundred seventy-six (176) days, consisting of teaching days, holidays, and non-teaching professional days. This requirement is independent of the Instructional Loading Credit (ILC) standard. Such contract days shall be scheduled on weekdays (Monday through Friday) except where other days or a non-traditional work week of five (5) consecutive days are mutually agreed to or are traditionally utilized because of the nature of the work assignment. The College will provide a work calendar by the end of Spring term.
2. The service period is determined through a shared governance process, but it is typically between mid-September through mid-June.
3. It is expected that full-time faculty will work a schedule reflecting the necessary time needed to complete all professional duties. It is recognized that a combination of time on campus, at other approved sites, and off campus may constitute the professional schedule while assuring availability of instructors to their students, and to meet the College service expectations.
4. No faculty member shall be required to work on non-contract days without mutual agreement and compensation. The scope and amount of compensation will be agreed upon in writing before work is initiated.

C. Regular and Supplemental Contracts

1. The precise terms and conditions of every appointment, including the dates of the work, a description of the work to be done, and the compensation, shall be stated in writing and be in the possession of both the College and faculty member.
2. Supplemental contracts are typically used for co-curricular, coaching, and other work beyond the job description of a typical faculty member. Faculty will receive the supplemental contract in writing at the earliest of the following dates:
 - a. The start of their regular contract year;

- b. At least two (2) weeks before the supplemental contract work is to begin; or
 - c. Within one (1) week of recognizing the need for the supplemental contract if this is a new, non-recurring contract.
3. The College may contract extra days with faculty members beyond the basic contract when such assignments are deemed necessary by the College and when the faculty member accepts the additional days. A faculty member will be provided a job description for any additional contracted days.
 4. Copies of supplemental or extra contracts shall be emailed to the Association when signed.

D. Rate of Pay

1. The daily rate of pay is determined by dividing a faculty member's annual basic contracted salary by the number of days in the basic contract. This daily rate of pay shall be used in determining the pay rate for lost or extra contracted days of work.
2. The ILC rate of pay is determined by dividing a faculty member's annual basic contracted salary amount by forty-five (45).

E. Paid Holidays

1. A faculty member who works a fifty percent (50%) or greater instructional load in a term is eligible for paid holidays that fall within that term. The College recognizes the following holidays:

Fall Term Holidays

- Veterans Day
- Thanksgiving Day
- Friday after Thanksgiving
- December 25

Winter Term Holidays

- New Year's Day
- Martin Luther King, Jr. Day

Spring Term Holiday

- Memorial Day

Summer Term Holiday

- Independence Day (only if this day falls on a regular class day)

2. Faculty may request paid comprehensive leave for religious observances, provided that the faculty member works with his/her dean to arrange class coverage to provide maximum learning opportunities for his/her students. The College and the faculty member will mutually agree in writing to the specific dates prior to the leave.

3. If a faculty member is contracted to work either the College working day before or the College working day after Labor Day, then that day will serve as a paid holiday. Should a holiday increase the faculty member's service period, the faculty member's salary will be increased on a pro rata basis.

F. Attendance

1. Each faculty member will report his/her non-attendance to his/her dean. Documentation of non-attendance may be facilitated by the departmental administrative assistant.
2. The dean will have the responsibility to attempt to make arrangements so that the faculty member's classes are covered during his/her absence. However, each faculty member who has advance knowledge of an upcoming absence will work with his/her dean to arrange class coverage in order to provide maximum learning opportunities for his/her students. The faculty member does not have the option of paying a substitute instructor.
3. The regular practice of faculty mutually agreeing to exchange instructional class time to provide coverage for faculty members on an absence of short duration (1- 5 days) will continue. Faculty who request substitute pay will be compensated at the rate of fifteen dollars (\$15) per lecture hour and ten dollars (\$10) per lab hour.
4. A faculty member who substitutes for another instructor who is absent while on sick, bereavement, jury duty, or business/emergency leave of short duration (1-5 days) may agree to exchange instructional class time to provide coverage.

G. Office Use

The College will provide faculty members with a lockable individual or shared office space, which will include access to a phone, computer, internet, the College network, and standard administrative software adopted by the College. In exchange, the faculty member will comply with relevant Board policies and regulations and also with guidelines mutually agreed by the College and the Association.

Assigned office space, labs, and equipment will be used by faculty members only for instructional preparation, correction of papers, office hours, and other professional activities related to his/her employment at MHCC.

H. Private Gain

Faculty members shall not use their College working hours, office, phones, or other privileges for private gain, excluding those activities directly related to their professional employment at MHCC.

I. Maintenance of Materials, Facilities, and Equipment

Faculty members will share responsibility with other College staff for College materials, facilities, and equipment. Faculty members will be accountable to report promptly to their dean any losses of materials and equipment for which they are responsible. The College will provide reasonable support to the faculty members in this effort.

J. Safety

1. The College and the Association agree that a safe and healthful work and learning environment contribute to the prevention of injuries and reduction of property damage, and recognize that a proactive approach to safety of faculty and the prevention of campus violence and campus safety are matters of mutual concern.
2. Safety Council
 - a. To address college-wide safety issues the College will utilize the Safety Council. This council will investigate best practices for campus safety. The council will develop a long term safety plan with the associated costs, including recommendations from the Faculty Safety Committee (FSC).
 - b. The Safety Council will include three (3) faculty members and a faculty co-chair.
 - c. The council's recommendations will be a priority for consideration in the budget process. The initial plan will be reviewed by the Facilities Council and the Budget Review Council before presentation to the Faculty Senate and President's Council with recommendations included in the budget prioritization process.
3. Faculty Safety Committee (FSC)
 - a. The FSC will be comprised of three (3) administrators and three (3) faculty members. Guests may be permitted to attend as resourcepersons at the request of the committee.
 - b. The FSC will investigate best practices for campus safety with the primary focus on issues related to faculty safety and its effect on the teaching and learning environment. The committee will forward recommendations to the Safety Council. Any recommendations not adopted by the Safety Council may be forwarded to the Faculty Senate and President's Council for a second review.
 - c. The FSC will meet a minimum of once a term.

4. A faculty member should be safe from actual harm to his/her physical safety in order to adequately perform his/her duties. To this end, the College will provide the following:
 - a. On-campus public safety services.
 - b. Training for personal safety.
 - c. Common keys to the academic spine and access points throughout the campus will be made available to any faculty member who requests one, per the college process. These access points will be developed by mutual agreement.

5. In the event a threat against a member is perceived, while in the performance of his/her duties, the faculty member will notify Public Safety immediately and submit a Student of Concern form as soon as possible thereafter. Public Safety will immediately analyze the threat and determine the appropriate initial action.
 - a. Within one business day of the initial notification to Public Safety, the Executive Dean of Student Development and the Human Resources Director, working together with the faculty member, will determine what additional actions need to be taken.
 - i. If no additional action needs to be taken, the issue ends at this meeting.
 - ii. If additional action needs to be taken to ensure the faculty member's safety, the faculty member will meet with the Threat Assessment Team to draft, finalize and initiate a safety plan within seventy-two (72) hours of the initial notification of the threat. Until a plan is finalized, the faculty member will not be placed in a position of having to interact with the person(s) who posed the threat.
 - iii. No actions will be taken without notification to the faculty member and their response to the proposed action unless doing so creates an immediate danger.
 - b. A faculty member may request an advocate from the Faculty Association to support him/her in this entire process.
 - c. In cases where a faculty member is being stalked as a result of their employment, the College's Employee Assistance Program (EAP) services provide legal assistance and referral to legal services specifically to obtain protection in the form of a court's Stalking Protective Order (SPO) as referenced in ORS 30.866 from an individual who has been trespassed from the college and has threatened the faculty member.

6. In the event a work area is not in compliance with safety requirements, the member shall promptly notify the College safety officer or the Office of Public Safety.

7. If a faculty member encounters an emergency situation in which (a) the safety issues dictate immediate attention and/or (b) actions to prevent significant damage or danger are required, the faculty member will contact Public Safety to inform them of the issue. The faculty member may make recommendations of actions to be taken. If these emergency situations should occur during non-contracted time and the faculty member is asked to assist, remuneration will be considered.
8. The College will exercise, to the best of its abilities under the circumstances, the authority and responsibility to protect, curtail, control, and prevent injury to any parties involved.
9. The Association agrees that faculty members will comply with all safety requirements, including federal, state, and College, and will cooperate with College management in meeting all such compliances.
10. A faculty member will be subject to disciplinary action, including dismissal, for failure to follow safety procedures of a reasonable nature prescribed by the College, or for willfully or negligently creating unsafe or hazardous working conditions.

K. College Closure

Both parties agree that there are two (2) basic College closures, as determined by the College, and the parties will adhere to the following procedures:

1. Total College Closure

The College President, or his/her representative, will make the decision for total closure of the College. Notice of total closure will be announced on the College website and through the local media outlets. If a total closure results due to foul weather or any other reason, pay will continue. If such closure continues for more than three (3) consecutive working days, the faculty member agrees to work any days mutually agreed by the College and Faculty Association as “make-up” days. Faculty will notify their dean and Public Safety if they need to be on campus for any reason during the college closure.

2. Temporary College Closure

Either through the College website or local media outlets, faculty members may be advised that the College will not open until a specified time or will be temporarily closed for a short period of time due to circumstances beyond the control of College administration. In this case, all faculty will be expected to be on duty at the designated opening time. The Human Resources Director may make exceptions.

L. Faculty Parking

Parking shall be provided for all faculty members at no cost to the faculty member.

M. Civil Proceedings

Faculty members will be named as additional insured on the College's liability insurance policy while performing duties within the scope of their professional assignment. Legal service to the faculty member will be as provided by the insurance carrier.

N. Copyrights and Patents

The Faculty Association and College agree to review this section of Article 9 in subcommittee of the Contract Maintenance Committee. Any subsequent changes will be recommended to the Faculty Association and College Board of Education for inclusion in the current contract.

1. The ownership of any materials, processes, inventions, or products, including electronic materials, developed solely by a faculty member's individual effort, time, and expense, and not with any College resources or support except as provided in N.3. and N.4. below, shall vest in the faculty member and be copyrighted or patented, if at all, in his/her name.
2. The ownership of materials, processes, inventions, or products, including electronic materials, produced solely as a specially contracted "work for hire" for the College and at College expense shall vest in the College. A written offer by the College will be provided delineating compensation and ownership rights.
3. The ownership and utilization rights of other instructional and professional materials (e.g., class/lecture notes, syllabi, assessments, handouts, overheads, electronic presentations, media rich clips, lab exercises, assignments, conference materials, articles, and papers) developed by a faculty member using College resources that are directly related to the faculty member's instructional assignments and either are used by students during a term or are being used to promote the good will of the College, shall vest in the faculty member. Oregon Administrative Rules for Community Colleges require that official copies of course syllabi be retained for at least three (3) years. Copies of course syllabi (as outlined in the FEOC manuals) will be provided to the Dean by the end of the second week of every term.
4. In those instances where materials, processes, inventions, or products, including electronic materials, not covered above are produced by a faculty member with significant College support, by way of use of personnel, work time, facilities, or other College resources, the ownership of the materials, processes, inventions, or products, including electronic materials, shall vest in the parties designated by written agreement between the College and the faculty member. The faculty member shall notify the College by means of a written proposal of what is planned, and an administrative committee with faculty representation must then review the project proposal and respond within thirty (30) days. This agreement allocating ownership rights must be entered into prior to beginning development. Neither the College nor the faculty member may sell the product to a third party for a commercial profit until an agreement is negotiated in good

faith between them addressing issues of ownership, utilization rights, and any compensation/profits.

5. The ownership and utilization rights of any materials, processes, inventions, or products, including electronic materials, developed by a faculty member that is not addressed by this agreement will be governed by applicable law, including U.S. Copyright Acts.
6. Online and Web-Enhanced Courses: The following shall apply to Online Teaching and Learning Environment courses:
 - a. The College intends to provide for the benefit of students and faculty an Online Teaching and Learning Environment (OTLE) for developing and offering online and web-enhanced courses. The College will maintain all rights, title, and interest in the OTLE in which all online and web-enhanced courses are required to be taught. The OTLE shall include, but is not limited to, the College's courseware, the design and artwork, and the MHCC OTLE instruction design system. The OTLE shall not include course content, instructional elements, text, and/or media provided by faculty for instruction. No use of the OTLE shall be made by any faculty, directly or indirectly, other than for the purpose of developing and teaching OTLE courses for the College without the express written consent of the College, and no rights in or to the use of the OTLE may be transferred in any manner by a faculty member.
 - b. Faculty members responsible for OTLE courses shall provide and keep current the content of the OTLE course as long as the OTLE courses are offered to MHCC students. The faculty member who developed the OTLE course will maintain all rights, title, and interest in his/her OTLE course content apart from the OTLE course. Except as provided in C. below, the College may not make use of the OTLE course content, beyond that of the faculty member, without the express written consent of the member. It is the faculty member's responsibility to ensure that all rights necessary for inclusion of content in the OTLE course has been obtained from all applicable third parties.
 - c. Should (1) a faculty member be unwilling, unable, or unavailable to teach the OTLE course and (2) instructional program accreditation requirements and/or College accreditation requirements necessitate the continuation of the OTLE course because the OTLE course is a required course, the College will retain, without charge, a limited license to continue use of the content in the OTLE course for the purpose of providing one section per term (excluding Summer Term) of the OTLE course to MHCC students for a period of up to two (2) academic years following the date of separation or until the faculty author becomes available to teach the OTLE course again. At the end of the two-year period, the College shall cease use of the faculty member's OTLE course content.

O. Evening and Non-traditional Work Schedules

Faculty members may be requested to teach one or more evening classes or one or more terms of a schedule of five (5) consecutive workdays other than Monday through Friday. If either an evening class or a term of non-traditional workweek is assigned other than by mutual agreement, the faculty member will not be assigned more than one evening class section or one term on a non-traditional schedule per year. Every effort will be made to give faculty notice no later than the date the final schedule is set.

Before assigning an evening class and/or a non-traditional schedule, the dean will attempt to staff the class by mutual agreement with the faculty member. If that effort is not successful, the least senior qualified faculty member within the department will be assigned. Subsequently, these assignments will rotate among qualified faculty in the division to avoid placing undue burden on a few individuals. In that rotational process, a faculty member who voluntarily accepted one of these assignments receives credit in the rotation. This section does not apply to positions that are advertised as having a non-traditional work week or an evening schedule.

P. Teaching Assignment Following Evening Classes

On a day following a night class, the faculty member will not be required to work prior to 9:00 a.m. On the day of an evening class, a faculty member will not be assigned a class before 10:30 a.m. These conditions may be changed by mutual consent between the faculty member and his/her dean. Such mutual consent is not required if conditions are altered to satisfy the staffing needs of the College during implementation of Article 23, Reduction in Staff. If a faculty member has a classroom assignment that is separated (from start to conclusion) by more than ten (10) hours and includes an evening class, he/she shall be paid round-trip mileage from his/her home not to exceed forty (40) miles or actual in-district mileage, whichever is greater.

Q. Secondary Teaching Location

Full-time faculty members who are required to perform assigned duties at a secondary teaching location and are unable to use College-owned or leased vehicles will be reimbursed at the College's prevailing mileage rate for travel from the site of primary work assignment. Reimbursement shall include round-trip costs if the faculty member's assignment requires the return to the usual work place on the same day; or it may include one-way mileage that is required to fulfill duties at a secondary location.

R. Project and Short-Term Training Agreements

1. The Faculty Association shall be provided a signed copy of all contracts and project agreements between the College and any faculty member. Such an agreement shall be agreed to by the dean and faculty member prior to the initiation of any work.

2. If a dual credit program with the high schools exists, faculty have the right to participate in mentoring, observing, and development of common, mutual assessment of the class. All dual credit courses must meet the equivalent MHCC course/student learning outcomes and all other course approval processes.
 - a. An MOU committee will be formed to investigate dual credit enrollment. The results of the committee will be submitted to CMC.
3. Faculty may volunteer to present MHCC workshops, seminars, and other short-term programs that supplement, but do not compete with, the College's regular program.
4. Such assignments shall be outside the faculty member's regular workload or outside the contracted work year.
5. Remuneration will be determined on an individual case-by-case basis.
6. When the College changes from the current to a different College-approved LMS product, each faculty member will receive his or her hourly rate to migrate his or her web courses into the new LMS, up to 1.00 ILC per course for all methods of courses utilizing web delivery.

S. Sick Leave

1. A faculty member shall receive a credit of ten (10) days of sick leave upon initial employment, and thereafter shall accrue sick leave at the rate of ten (10) days for working three (3) terms during the contract year. A faculty member who works a fourth term in the summer shall receive one sick leave day for each five-week session or equivalent, up to a maximum of two (2) sick leave days. Sick leave shall be used for work days lost from the basic work year or the summer session as a result of personal illness or injury. The College maintains an account of each faculty member's sick leave balance available on the faculty portal. If the faculty member's information is inaccessible on the portal, he/she will notify Human Resources to request a quarterly notice of his/her sick leave accrual balance.
2. The College can require a faculty member to furnish a doctor's certificate when sick leave exceeds five (5) consecutive working days. Failure to comply will result in leave without pay for the number of days absent.
3. An eligible faculty member may take medical leave in accordance with the Federal Medical Leave Act (FMLA) and Oregon Family Medical Leave Act (OFLA).

4. In case of an illness or injury which prevents the faculty member from working more than thirty (30) consecutive days, a member may, at any time after a ninety (90) calendar day waiting period, utilize the benefits provided in the College's Long-Term Disability Income Plan for which the member is eligible.
 - a. Within a reasonable time of the expiration of the thirty-(30) day period, the Human Resources Director or designee shall inform the faculty member of benefits that are available and shall assist the member in gathering information about the programs. Options include the following:
 - leave of absence without pay
 - Long-Term Disability Income Plan
 - workers' compensation
 - federal social security benefits
 - utilization of unearned sick leave
 - b. Should the faculty member choose not to exhaust all available sick leave prior to exercising one (1) of the five (5) options in a. above, such unused days should be recorded as a surplus that may be used once the faculty member has returned to work or applied to the Public Employees Retirement System. The surplus reserve shall be unlimited.
 - c. The College will continue to provide insurance coverage as per Article 19 while the employee is utilizing paid sick leave. Once the faculty member has either exhausted all sick leave accruals or elects not to utilize paid sick leave, the College will continue to provide insurance coverage for up to three (3) months while the member is receiving benefits under the College's Long-Term Disability Income Plan.
 - d. Upon request, and consistent with the coverage offered by the insurance carrier, the College will continue to provide the same coverage after the three (3) month period is exhausted. The cost of this coverage will be borne by the member. The member shall have the option of the cost of this coverage being deducted from the accumulated sick leave or paying the premiums directly to the College.
5. Once a faculty member applies to resume his/her duties following a medical leave, the College may require a return-to-work statement from the faculty member's physician to determine the faculty member's fitness to resume his/her full-time duties.
6. A faculty member whose personal illness, as certified by a duly qualified physician, extends beyond the expiration of the person's paid sick leave, may be granted a leave of absence without pay by the Human Resources Director, not to exceed more than three (3) continuous months or the period prescribed by state and federal statutes, whichever is longer. Requests in writing for more than three (3) months of leave extension may be approved by the College President.

7. A faculty member granted an unpaid sick leave extension shall not be eligible for fringe benefits, sick leave, or any other state fringe benefits during the period of such leave, except as otherwise provided by federal and/or state law.
8. If the faculty member cannot return to work upon the expiration of the unpaid sick leave, or a request for extension is not made within fifteen (15) days prior to expiration of unpaid leave, then the faculty member may be automatically terminated.
9. Upon return from sick leave, the faculty member shall return to his/her former job if physically and mentally qualified as determined in S.5. above.
10. If disabled due to a compensable injury or disease, a faculty member receiving Workers' Compensation benefits may request to supplement such benefits on a pro-rated basis with accrued sick leave, not to exceed one hundred percent (100%) of regular gross salary.
11. Absence for pregnancy disability and parental leave qualifies for sick leave under the Federal and Oregon Medical Leave Act and unearned sick leave as described in Section T.
12. A faculty member may use sick leave for rehabilitation for chemical dependency. If the chemical dependency has impacted work performance, then upon return to work, the College and faculty member will mutually agree to suitable provisions consistent with recommendations of the health care professional to ensure that there is no adverse impact on College programs due to chemical abuse.
13. The College agrees to report unused accumulated sick leave to PERS for all retiring PERS and OPSRP members.

T. Utilization of Unearned Sick Leave

For the purposes of assisting faculty members who become disabled with illness or injury, the following procedure may be utilized:

1. The College will send each faculty member a quarterly notice of sick leave accrual balance. The Human Resources Director or designee will discuss with a disabled faculty member the option of utilizing unearned sick leave.
2. A faculty member may use unearned sick leave days to cover the period between the expiration of earned sick leave and the beginning of the Long Term Disability Income Plan, using the minimum waiting period of ninety (90) calendar days, or return to work.
3. Maximum unearned sick leave days for an individual faculty member shall be fifty (50) days.
4. A faculty member using unearned sick leave days must return to full employment for a period of time sufficient to reimburse the College with earned sick days. If he/she is unable to return to full employment for a period

sufficient to accumulate earned sick leave to fully cover the period of unearned days, the College may require repayment for the remaining days from the faculty member at the daily rate applicable at the time the unearned sick leave days were granted.

U. Bereavement Leave

1. A faculty member shall notify his/her dean of the member's need to be absent due to bereavement. The dean shall attempt to provide necessary coverage of assignment.
2. A member shall be allowed three (3) consecutive days without loss of regular wages in each case of death of a member of the family. The Human Resources Director may approve extensions of this time limit up to two (2) days.
3. In other cases, as approved by the Human Resources Director, absence shall be allowed, without loss of wages, for up to three consecutive days.
4. Any other approved absence for bereavement leave will be eligible for paid comprehensive leave or may be at a pro-rata loss of pay for the time gone.

V. Jury Duty and Court Subpoena

1. A member on jury duty will turn over to the College any compensation for this service (excluding mileage), but will receive his/her salary for the days absent. Satisfactory evidence of serving as a juror must be presented to the Human Resources Office.
2. A member subpoenaed as a witness will turn over to the College all compensation for this service (excluding mileage), but will receive his/her salary for days absent. Satisfactory evidence of being subpoenaed as a witness must be presented to the Human Resources Office.

W. Personal Business or Emergency Leave

1. Five (5) days of leave with pay may be approved annually for personal business or emergency leave.
2. An emergency is defined as a sudden, urgent, usually unforeseen occurrence or occasion requiring immediate action, not covered by another part of this agreement, over which the faculty member has no control and which demands the faculty member's presence during the workday. A member may use emergency leave for critical family medical emergencies. This leave shall be used to provide only initial assistance and shall not be used for household or childcare. Emergency leave cannot be used for an absence due to inclement weather. The faculty member shall provide the earliest possible notice of his/her absence to their dean.

3. It is agreed that personal business leave may be utilized if the faculty member ensures that classes are not canceled, instruction continues, and no part-time replacement or additional compensation is incurred by the College. Documentation for personal business leave should be in writing one week in advance.

X. Leave Without Pay

1. Leave for Personal Reasons - Absence for personal reasons shall be deducted on a pro rata basis.

Faculty members may be granted a leave of absence without salary for the following reasons: health, parental care, student, required military service, or other justifiable reasons as required by state or federal law or as may be approved in writing by the College President or his/her designated representative. A response to requests for such leave will happen no later than the end of the term during which the request was made, or four (4) weeks after the request was made, whichever is later.

2. Leave of absence for all purposes except military service shall be for a maximum of one (1) year. At the expiration of the leave of absence, the member shall, unless otherwise agreed, be reinstated (if possible) in a position of similar status to the one he/she held at the time of granting the leave. Any exception to the one year maximum must be recommended by the College President and approved by the Board.

Failure to report for assignment without proper notification by the member at the expiration of any leave of absence shall be considered equivalent to a resignation.

Y. Comprehensive Leave

All cases not covered by this agreement or all cases involving hardship shall be given individual consideration. Comprehensive leaves greater than ten (10) days require formal action by the Board. The College President or his/her designated representative may approve comprehensive leaves of ten (10) or fewer days.

In some cases, partial or full payment may accompany the granting of leaves. The College President may approve said payment or leaves of ten (10) or less days; Board approval is required for payment of leaves for more than ten (10) days.

Z. Faculty on Management Leave

1. Interim Management Appointments

- a. If requested by the President, a faculty member may accept an interim management appointment.
- b. Interim assignments will last no longer than twelve (12) months.
- c. Interim management assignments will be evaluated within six (6) months of their start date. The opportunity for faculty to provide feedback in the evaluation process will be provided. The evaluation results will be held confidential.
- d. During the interim assignment, the faculty member's seniority is unaffected and continues to accrue.
- e. A faculty member on leave in a management assignment may be replaced by an instructor on a one (1) year temporary contract.

2. Faculty Applying for Management Positions

- a. A faculty member may apply for an open management position at the College. The application process must include faculty input.
 - b. If hired into the management position they applied for, the faculty member shall be granted up to two (2) years leave of absence from the faculty bargaining unit. During that time, the faculty member's seniority is unaffected and continues to accrue.
 - c. A faculty member on leave in a management assignment may be replaced by an instructor on a one (1) year temporary contract.
3. If the faculty member remains outside the unit for more than two (2) academic years in total, whether consecutive or not, (to include interim or regular appointment), he/she forfeits all seniority rights within the faculty bargaining unit, but may apply if a district-funded position is available where he/she is qualified to teach.
4. A faculty member on management leave is entitled to return to the bargaining unit during the time that seniority is retained, provided that the faculty member gives notice of this election at least two (2) terms in advance. This notice requirement is waived if the request for return to the bargaining unit is made by the College. Return to the bargaining unit would occur at the start of a term.

ARTICLE 10

PROFESSIONAL DUTIES AND IN-SERVICE

It is the duty of a faculty member to strive to develop his/her professional capabilities to the highest possible degree, to regularly attend his/her assigned classes, and to participate with his/her students in the educational process. It is understood that the dual concerns of professional growth and the education of students are of equal importance and that neither can sub serve the other. The faculty member shares responsibility for the academic growth and excellence of the College. Faculty members fulfill this responsibility by participating in committee structures, developing curriculum, and advising students. They assure the academic quality of the curriculum through professional development and participation in the total educational program of the College.

A. Professional Day

The Board recognizes the flexibility of course offerings and the required time needed for preparation, and each faculty member recognizes the duty, with authorized exceptions, to:

1. meet each class as scheduled.
2. prepare adequately for each class.
3. fulfill the scheduled contact time allotted.
4. be involved in professional activity related to his/her contracted responsibilities at a District location or other approved site during each duty day (exceptions may be made by the dean).
5. assist other members professionally.
6. develop professionally through study and other professional growth activities.
7. cooperate professionally with College staff.
8. work in a professional manner with community service goals.

B. Professional Preparation

Each member has the professional responsibility to satisfactorily prepare in order to meet his/her students' educational needs and any related assignments to his/her work.

C. Professional Duties and Responsibilities

1. Each member will be available for individual employment-related consultation with his/her area dean and/or other colleagues when necessary or requested.

2. Each faculty member shall be present or easily accessible for student consultation, guidance, advising, or assistance during regular registration periods scheduled during his/her service calendar.
3. Each faculty member shall be present on campus or at other approved site for all professional duties that require face-to-face communication, such as classes, meetings, and office hours (except as provided for on-line classes). Each faculty member shall ensure his/her presence and availability via email, telephone, WebCT/Blackboard, or other appropriate means that facilitate the execution of professional duties and obligations.
4. Faculty may telecommute, with pre-approval, in accordance with Board Policy and Administrative Regulations.
5. Office Hours:
 - a. Each faculty member shall schedule a minimum of eight (8) hours for student conferences per week and post said hours and location outside his/her door as well as post on the College portal. A maximum of three (3) of these office hours may be by appointment only (BAO) and so designated on the posted schedule(s). "By Appointment Only" office hours will be specifically noted on the faculty's schedule identifying the actual hours and days the faculty member will be available for such appointments. The appropriate administrator, as determined by the College President, may approve exceptions to this requirement based on a typical student contact requirement or special assignments. These conference hours shall be scheduled to provide maximum convenience for students who wish to confer with a faculty member.
 - b. Each faculty member assigned one or more distance-learning (DL) course(s) as part of their basic contract workload will observe a portion of his/her office hours in a virtual format. The number of virtual office hours will be proportional to the distance-learning component of the faculty member's basic contract workload. Each faculty member will post the preferred method of contact for DL students (e.g., e-mail, telephone, WebCT/Blackboard, bulletin board, etc.) outside his/her office door and in all syllabi.
 - c. Each faculty member will post a minimum of four (4) office hours during the final exam period.
6. Duties of faculty members during the last week of each term shall consist of final examinations, grading, recording of grades, submitting a complete grade report to the registrar or designee, as specified, as well as other duties assigned by the dean, considered typical to the professional duties of the faculty member. On the final day of exam week, faculty who have completed all of the required duties of the final examination week and where no bona fide need exists for an office hour, shall not have to report to

campus (or other assigned location), but shall notify their dean and provide contact information in case such contact is required.

D. College Committee Assignments

Standing college committees, councils and other task force or committee structures that address instruction will, with the cooperation of the Association, maintain faculty membership at the current status, unless otherwise specified in this contract, or the Association and College mutually agree to change membership levels. Any committee or council identified as part of the college-wide governing structure will have a full-time faculty co-chair. All co-chairs are approved by the President.

E. Faculty In-service

1. Faculty members will participate in all in-service activities designated by the College within the faculty service calendar. The in-service dates will be established by mutual consent with the Faculty Association and approved as part of the academic calendar. Any in-service days required over the faculty service calendar will be paid on a pro-rata basis for the individuals who are requested to participate. However, faculty members who request and are given approval for conferences, workshops, etc., which are held on non-service days will not receive additional pay for such days except as indicated in E. 2.
2. A faculty member will participate in fourteen (14) hours of individual professional development or additional service hours to the college outside the faculty service calendar. These hours cannot be scheduled during a faculty member's normal working hours (e.g. regular term class hours or office hours). When completed during the summer months, these hours may be applied to the immediate past or current academic year as specified in the report. A faculty member may fulfill this requirement by reporting for service on days prior to the scheduled fall in- service or days prior to winter or spring term.
3. The faculty member must submit a written report specifying the dates, activities, and educational value of professional development/in-service time to the dean by the last day of Spring term.

ARTICLE 11

WORKLOAD

A. Workload

1. The Board and Association agree that faculty members have a right to a fair and equitable annual workload. The basic contract workload shall be forty-five (45) Instructional Load Credits (ILCs), which constitutes one Full-Time Equivalent (FTE). The minimum ILC load in a term is twelve (12), unless the faculty and dean agree to a different minimum. Part of the full-time workload may be a non- classroom instruction-related assignment (e.g., reassigned time for program coordination, faculty performing administrative duties, extracurricular and/or co- curricular duties, etc.) that does not have an ILC computation. In that event, the College and faculty member will agree on the number of ILCs in the normal workload that is replaced by this assignment.
2. The College will provide the faculty member with a job description for all regular faculty assignments and any non-classroom instruction-related assignments (e.g., reassigned time for program coordination, faculty performing administrative duties, extracurricular and/or co-curricular duties, etc.).
 - a. The revision of the job description for regular faculty and faculty performing administrative duties will be by mutual agreement with the Faculty Association.
 - b. Revising job descriptions for program coordination, extracurricular, and co-curricular assignments is a managerial task but requires input from the affected faculty members and is therefore considered a shared responsibility. Job descriptions will be kept in the faculty member's personnel record and will be made available upon request.
3. Each faculty member will work with his/her dean to develop a fair and equitable teaching assignment for each term. A fair and equitable assignment includes the number of preparations as compared within the division and program, as well as opportunity and access to teach desired sections and sequences by both senior and junior faculty. In cases where two (2) or more people desire the same class section or sequence, and a collegial decision cannot be made, the desired section or sequence time slot will be assigned to the most senior faculty. That section or sequence will then rotate, based on seniority, among the affected faculty.
4. Faculty members shall not have more than three (3) lecture preparations or more than five (5) total preparations in one (1) term, except where these limitations would be detrimental to the students, the program, or the faculty member's achievement of a full workload.

5. The faculty member's dean will make a reasonable effort to assign a fair and equitable advising load as compared within the discipline. Advising (e.g., educational planning and maximum time-frame appeals) is not intended to exceed what can be managed during thirty-five percent (35%) of the office hours held each term and will not be required outside the contract period.
6. A reduced contract of less than forty-five (45) ILCs may be mutually agreed upon between the College and faculty member. Requests for reduced contracts will be considered temporary and generally accepted by the College and Faculty Association. A faculty member on a reduced contract (greater than twenty-two and one-half (22.5) ILCs but less than forty-five (45) ILCs) will be paid at the regular ILC rate. Any additional ILCs added after a reduced contract is agreed upon will be paid at one hundred percent (100%) ILC rate, up to forty-five (45) ILCs.
7. The Faculty Association will be sent a copy of all reduced contract agreements with faculty members at the time the agreement is executed.

B. Workload Review

A faculty member, who believes his/her workload to be excessive for any reason, including coordination and self-studies for accreditation, may request an administrative review by his/her dean or appropriate management supervisor. This review shall be completed within a reasonable period of time, and a written summary with recommendations shall be furnished to the faculty member, College, and the Faculty Association.

C. Low Enrolled Classes

Once the class schedule is available to students, every effort will be made to continue the course as listed.

1. A required program class, a sequence class, a College-approved first-time offering in traditional or web format, a non-sequential prerequisite class, and other classes approved by the chief academic officer will be offered and faculty will be paid one hundred percent (100%) of the ILC rate. Sequence classes are those courses in the same subject that serve as prerequisites or are required for a distinctive cohort (e.g., English as Non-native Language (ENL) courses, day vs. night class section, web sections, or a Winter vs. Spring cohort of students). Program classes are those courses listed in the College catalog for a career-technical degree, certificate, or career path. The maximum number of ILCs to be assigned by this process is the normal ILC load for the class.
2. For all other classes, if any lecture class has fewer than twelve (12) students or a laboratory class has fewer than nine (9) students, the College will determine whether the class will be continued. If continued, the class will have a pro-rated

ILC rate of 0.0833 for lecture classes and 0.1111 for laboratory classes times the number of students, times the number of ILCs assigned to the class with normal enrollment. For purposes of that ILC faculty workload calculation, the student count will be taken at the end of the second week.

3. If the class has less than one hundred percent (100%) of the ILC rate, the instructor has the option to teach or not teach the class.

D. Work Year

1. If there are not enough class offerings in a department during the regular academic year, but a full load would exist under a three-(3) term, non-traditional work year, then the instructor shall be assigned summer session as part of his/her basic contract. By mutual agreement, any faculty member may be assigned a three-(3) term, non-traditional work year for other reasons.
2. If no instructor volunteers for a non-traditional schedule, the College will assign the least senior qualified instructor within that department.
3. An instructor may request to substitute a ten-(10) week Summer term for Fall, Winter, or Spring term, if approved by the dean. This Summer substitution will be equal to the substituted term with no additional days required.

E. Underload for an Academic Work Year

1. Underload is defined as fewer than forty-four (44) ILCs during the academic year.
2. No faculty member with a full-time contract will receive less than the contracted salary for an underload, unless he/she refuses to teach a class which would bring him/her up to the basic contract workload. A faculty member whose loads would fall below forty-four (44) ILCs may be assigned special professional assignments by the dean, within his/her basic contract, to reach the expected forty-five (45) ILCs. Any assignment agreement will be signed and ready to implement by the end of the second week of instruction in spring term.

F. Distance Learning

1. Distance learning (DL) is defined as a formal educational process in which the majority of instruction occurs when student and instructor are not in the same place. Distance learning may employ audio, video, or electronically mediated technologies.
 - a. Distance-learning courses may be included as part of a faculty member's basic term contract workload and are subject to the provisions of this article.

- b. During any academic term, with approval of the dean, a faculty member may be assigned distance- learning courses up to a maximum of seventy percent (70%) of his/her basic contract workload. By mutual agreement of the dean and the faculty member, a DL course load exceeding seventy (70) percent of the basic contract workload may be assigned.
- c. Distance-learning courses may be assigned only to MHCC faculty members who have completed College certification or have demonstrated competency in delivery and assessment through the Faculty Academy within distance-learning formats.
- d. Each faculty member assigned a distance-learning course(s) as part of his/her basic contract workload may serve one day of his/her work week in a virtual format as a telecommuting option.

G. Professional Load Guide

For the purpose of determining ILC faculty workload calculations for all circumstances within paragraph G unless expressly stated otherwise, the enrollment report at the end of the second week will be used.

- 1. Lecture - 1.00 ILC/hr- 12 to 54 students
- 2. Laboratory - 0.75 ILC/hr - 9 to laboratory facility student limit
- 3. Seminar – 0.50 ILC/hr - 12 to 54 students
- 4. Clinic/Hospital
 - a. Student Instruction - 0.75 ILC/hr
Six (6) to facility student limit – section size based on technical requirements and/or program accreditation regulations
 - b. Student supervision - 0.50 ILC/hr
- 5. Cooperative work experience - 1.00 ILC per 4 students
- 6. Project classes (i.e.. VT10) - 1.00 ILC per 8 students
- 7. Independent study - 1.00 ILC per 12 students

8. Special loading
- a. English composition
 - (1) Up to 15 students 1.00 ILC/hr
 - (2) 16 to 28 students 1.25 ILC/hr
(No more than 28 students will be assigned to a class without the instructor's approval)

 - b. Large lecture
 - (1) 55 to 74 students 1.25 ILC/hr
 - (2) 75 to 99 students 1.50 ILC/hr
 - (3) 100 to 124 students 2.00 ILC/hr
 - (4) 125 to 149 students 2.25 ILC/hr
 - (5) 150 students and over 2.50 ILC/hr

 - c. Low enrollment classes (See Article 11 C.)
 - (1) Lecture classes (11 students or less)
ILC = 0.0833 X course ILC X student number
 - (2) Laboratory classes (8 students or less)
ILC = 0.1111 X course ILC X student number

 - d. Distance-learning (DL) classes
 - (1) ILC loading and student enrollment limits for online courses will be at parity with the same course offered in a face-to-face format, up to the default maximum of 28 students. Exceptions may be made by mutual agreement between the faculty member and the dean.
 - (2) Written criteria and rationale for reducing the base limit will be required for a class size different from the default maximum or an ILC loading different from the same course delivered in the traditional face-to-face manner. Any reductions to the base class size requested by faculty must be approved by the dean.

 - e. Large DL sections - No more than the class maximum or default limit of 28 students will be assigned to a DL class without the instructor's consent and dean's approval. If the instructor consents and dean approves, the additional ILC loading would be:
 - (1) For Large DL, Level 1: A differential of 0.25 ILC per credit hour for 29 to 34 students (twenty-two percent (21%) over established class maximum). A waiting list of five (5) will trigger student enrollment and move the class to Large DL, Level 1.
 - (2) For Large DL, Level 2: A differential of 0.50 ILC per credit hour for 35 to 39 students (thirty-nine percent (39%) over

established class maximum). Five (5) on waiting list from new Large DL, Level 1 limit will trigger student enrollment and move the class to Large DL, Level 2.

- (3) When forty (40) students or more are enrolled (including those students on a waiting list), the course will be split into two (2) sections.
 - i. Confer with faculty member to confirm he or she agrees to teaching two (2) sections or that another qualified instructor is available.
 - ii. The first section will revert to the maximum pre-level enrollment for that course and all students over that limit will be moved to the new section along with all of the students on the waitinglist.

Maximum Pre-Level Enrollment	Level 1	Level 2	New Section
28 students	29-34	35-39	40-56
24 students	25-29	30-33	34-48
22 students	23-27	28-31	32-44
20 students	21-24	25-28	29-40
Per ILC Add	0.25	0.50	1.00
3 credit course	3.75	4.50	6.00
4 credit course	5.00	6.00	8.00
5 credit course	6.25	7.50	10.00

f. Faculty Academy – Distance-learning Training

Training Compensation: Faculty will be compensated at the rate established for each module of training required for faculty technology certification. The professional development opportunities described in Article 14 are contingent upon dean approval and the availability of financial resources.

Delivery Compensation:

- (1) The first time an instructor with no prior online teaching experience teaches an MHCC online course, he/she will receive a monetary stipend through project agreement equivalent to 0.25 per ILC at Step 7 on the salary schedule.
- (2) The second time an instructor teaches an MHCC online course or the first time a faculty member with prior MHCC online teaching experience teaches a new MHCC course, he/she will receive a monetary stipend through project agreement equivalent to 0.125 per ILC at Step 7 on the salary schedule.

g. Non-computed loads

- (1) A service calendar for all non-computed loads shall be established and be mutually agreed to between the faculty member and the dean in preparation for the next academic year, no later than May 15. Modifications to the service calendar may occur with mutual agreement between the faculty member and the dean.
- (2) Counselors and librarians thirty-five (35) hours of professional duties per week

h. Instructor contact hours per week may be reduced whenever safety, instructional effectiveness, or other factors peculiar to a program require it.

i. Reassigned Time

Reassigned time for approved lead instructor, program coordinator or instructional coordinator, faculty performing administrative duties , coach, and co-curricular duties and activities in accord with Board/College Regulations AR6200-C “Professional Load Guide – Special Assignments” may be 1 to 7.5 ILCs per term. The list of reassigned time provided by the Human Resources Office on October 29, 2008, will remain intact unless changes are mutually agreed upon between the Association and the College.

ARTICLE 12

EXTRA TEACHING AND SUMMER TEACHING ASSIGNMENTS

A. Extra Teaching During Basic Work Year

1. A faculty member who teaches more than forty-five (45) ILCs during his/her basic work year shall be paid for that extra teaching assignment at the rate shown in the table below.

Extra Teach ILC Rate of Pay

Step	2019-2020	2020-2021
0	\$1,237.03	\$1,274.14
1	\$1,209.54	\$1,245.83
2	\$1,182.60	\$1,218.08
3	\$1,155.60	\$1,190.27
4	\$1,128.61	\$1,162.47
5	\$1,101.62	\$1,134.67
6	\$1,074.62	\$1,106.86
7	\$1,047.62	\$1,079.05
8	\$1,020.63	\$1,051.25
9	\$993.65	\$1,023.46
10	\$966.64	\$995.64
11	\$939.65	\$967.84
12	\$912.65	\$940.03

For the year 2020-2021, the rates in the above table reflect the COLA increase specified in Article 21B. For the year 2021-2022 the rates in the above table will be increased by the COLA specified in Article 21B. For each of the years of this contract, Human Resources will publish the extra teach schedule by March 31

All ILCs taught beyond forty-five (45) ILCs will be paid at the extra teach ILC rate.

2. A faculty member shall be permitted to teach up to nine (9) ILCs of extrateach in any basic work year. A fractional amount beyond nine (9) will be permitted. Extra teach beyond this limit can be mutually agreed by the faculty member and dean.
3. Deans will invite the faculty to request an extra teaching assignment for an upcoming term, with at least a ten-(10) day window for response. The response window shall fall within the faculty member's regular service calendar. Each faculty member within the discipline will notify his/her dean of his/her request for extra teaching prior to term scheduling deadlines. Each faculty member outside of the discipline will notify the dean of the area in which he/she wishes

to teach prior to term scheduling deadlines. Extra teach assignments will be based on seniority except in special circumstances where the College can show that the faculty member with less seniority has unique qualifications which are required for the assignment.

4. After the basic contract assignment needs of the discipline have been met, the remaining assignments will be offered first to faculty members who have indicated desire for extra teaching and who are qualified to perform such assignments independent of basic discipline assignment. Equitable and fair distribution practices will prevail with regard to assignment of class sections. In cases where two (2) or more people desire the same available class section as an extra teaching assignment, the faculty member with the most College seniority will be offered that assignment first. A faculty member with the next highest seniority will be offered the second assignment and so forth, until all faculty desiring extra teaching have received an assignment. If any extra teaching assignments remain, the process shall be repeated. When sections are added after assignments are completed, qualified faculty with the most seniority shall have first right of refusal.
5. Faculty counselors and librarians, and other faculty members on daily contracts shall be eligible for extra teaching assignments, provided the extra teach time is outside their basic workload contract hours. Flexible schedules and/or split shifts to allow extra teach assignments are permitted, as mutually agreed to by the dean and faculty member.
6. Payments for extra teaching during the basic work year will be made in the June paychecks. If a faculty member terminates after one term, ILCs in excess of fifteen (15) will be paid as extra teach. If a faculty member terminates after two (2) terms, ILCs in excess of thirty (30) will be paid as extra teach.
7. The provisions of Article 9 Sections O. and P. do not apply to faculty members performing an extra teaching assignment, with the exception that such faculty members are still expected to teach at least one (1) evening class section per year if required as part of their regular assignment.
8. Sick leave is not earned by extra teach assignments.

B. Summer Session Teaching Assignments

1. The Board will determine whether or not there will be a Summer session. Upon approval, assignments will be offered.

2. A faculty member who earns ILCs outside of their basic contract period will be paid at the summer teach rate.

Summer Teach ILC Rate of Pay

Step	2019-2020	2020-2021
0	\$1,447.96	\$1,491.40
1	\$1,415.30	\$1,457.76
2	\$1,385.37	\$1,426.93
3	\$1,355.37	\$1,396.03
4	\$1,325.37	\$1,365.13
5	\$1,295.39	\$1,334.25
6	\$1,265.39	\$1,303.35
7	\$1,235.40	\$1,272.46
8	\$1,205.41	\$1,241.57
9	\$1,175.42	\$1,210.68
10	\$1,145.42	\$1,179.78
11	\$1,115.42	\$1,148.88
12	\$1,085.42	\$1,117.98

For the year 2020-2021, the rates in the above table reflect the COLA increase specified in Article 21B. For the year 2021-2022 the rates in the above table will be increased by the COLA specified in Article 21B. For each of the years in this contract, Human Resources will publish the summer teach schedule by March 31.

3. Faculty will observe office hours each week commensurate with their instructional load, as part of their professional responsibilities. Faculty will report to the dean and support staff the mechanism for best contact considering the mode of instruction (e.g., posted face-to-face or virtual office hours for web-based courses, email, and voice mail). In addition to providing course-specific assistance, faculty will directly serve as advisors to existing and incoming students. Faculty will work collaboratively with division administration and support staff to develop a means to provide this service to students during the Summer session for which they are employed.
4. The management shall determine which classes shall be offered.
5. If a class is canceled for the term after having already met, the faculty member will be compensated at the hourly rate of twenty (20) dollars for each class hour met.
6. Each faculty member will notify the area administrator of his/her desire for a Summer session teaching assignment by the third Friday of Winter term.
7. The College will publish the distribution of payments for summer classes on the Human Resources website no later than May 15.

8. The assignments will be offered first to faculty members with consideration of an equitable and fair distribution of summer loads. Distribution will be to qualified full-time faculty, independent of their basic contract discipline, who request Summer session teaching assignments. Any qualified administrator shall have the last choice for Summer teaching assignment after all full-time and retired faculty schedules have been determined.
 - a. Summer assignments will be made in a meeting with all affected full-time faculty members. When sections are added after assignments are completed, qualified faculty with the most seniority have first right of refusal. In cases where two (2) or more people desire the same available class section as a Summer session teaching assignment, the faculty member with the most College seniority will be offered that assignment first. A faculty member with the next highest seniority will be offered the second assignment and so forth, until all faculty desiring Summer session teaching have received an assignment. If any Summer session teaching assignments remain, the process shall be repeated. Summer teaching assignments will be based on College seniority except in special circumstances where the College can show that the faculty member with less seniority has unique qualifications which are required for the assignment.
 - b. The maximum Summer session teaching assignment is eighteen (18) ILCs in the total Summer Session. A fractional amount beyond eighteen (18) will be permitted.
 - c. Any exceptions to the maximum Summer session teaching assignments will be based upon special program consideration and must have written approval of the chief academic officer and notification to the Faculty Association.
 - d. Summer session teaching assignments will be made according to the following priorities:
 - (1) Full-time faculty teaching Summer term as part of his/her three (3) term contract.
 - (2) Any other full-time faculty members.
 - (3) Retired bargaining unit faculty.
 - (4) All non-bargaining unit personnel.

ARTICLE 13

INDIVIDUAL CONTRACTS

A. The Board agrees that:

1. Each faculty member shall receive an individual contract. The College academic calendar and the current year's salary schedule will be made available on the MHCC website.
2. Each individual contract must specify the dean and discipline or area(s) to which the faculty member will be assigned during the length of the contract.
3. The number of workdays in the regular work year for a faculty member must be specified on the faculty member's contract.
4. Each member assigned regular, reassigned, extracurricular and /or co-curricular duties for which compensation is offered will receive a job description from Human Resources of the duties to be performed prior to beginning the assigned duties.
5. Each faculty member shall receive a printed copy of the Mt. Hood Community College District Agreement and all addenda with the Faculty Association. The cost of printing and distribution of this shall be borne by the College. This Agreement will be proofed by the College and the Association within thirty (30) days after signing. The Agreement will then be made available on the MHCC website.

B. The Association agrees that:

1. Each faculty member must have his/her signed contract in the Human Resources Office by the date specified on the contract or twenty (20) days after the date of mailing, whichever is later. Each faculty member is responsible to have a current mailing address on file with the Human Resources Office and, when necessary, to register a temporary mailing address with the Human Resources Office for the purpose of receiving the contract. Failure to comply with the above acceptance requirements could be cause for termination of the faculty member's contract.
2. Faculty members may be transferred for the ensuing year to a different division by the College administration if notice is given to the faculty member by March 15. This provision excludes any reorganization where job duties do not significantly change.
3. By mutual agreement between the faculty member and the College management, faculty members may be assigned or may request classes in another division outside their assigned discipline for the purpose of maintaining and meeting required basic contract workloads or for other reasons. Faculty members will meet the College standards and qualifications in accordance with Board Policy

and Oregon Administrative Rules. At the request of the faculty member, qualifications for teaching assignments will be reviewed by the Human Resources Office and, if necessary, the College President.

4. Mutual agreement must be obtained between the College administration and faculty member if a major (greater than fifty percent (50%)) change is made by reassignment between instructor, counselor, or librarian duties. This provision does not prevent the College and faculty member from agreeing that the faculty member will accept an assignment of greater than fifty percent (50%) non-classroom instruction-related activities, but such an assignment will not last longer than two (2) years. In such cases, the faculty member will be considered to be on leave of absence from the bargaining unit (not on reassigned time) and will have the same rights outlined in Article 9 (Faculty on Management Leave).

ARTICLE 14

PROFESSIONAL DEVELOPMENT FUNDS

A. Faculty Resource Development Board (FRDB)

The College recognizes the desirability of a broad professional leave program that benefits the College and the full-time faculty. To support that goal, the College funds and supports multiple opportunities for professional development. The Faculty Resource Development Board (FRDB) will recommend expenditures. The FRDB program will operate under the guidelines and procedures established by the FRDB committee after consultation with the Faculty Senate. Eligibility for FRDB funds shall be limited to full-time faculty members.

1. FRDB Membership

a. Members

The membership of the FRDB shall consist of three (3) members from the administration appointed by the college president (one [1] each from the Office of Instruction, Administrative Services, and Student Development) and four (4) members from the Faculty Association, appointed by the Faculty Senate, (two [2] from transfer and two [2] from career -technical disciplines).

b. Term

Appointments shall be for three-(3) year terms. Appointments will be staggered annually to provide continuity. The chairperson of the FRDB shall be elected each year by the FRDB membership.

c. Operation

The Faculty Senate must approve any changes to guidelines or procedures regarding the distribution of funds to faculty members.

2. FRDB Fund Increases

All FRDB funds will be increased in subsequent years by the cost of living allowance (COLA).

3. FRDB Short-term Leave

The FRDB fund for short-term leave shall be increased each year by the COLA specified in Article 21A, starting with the 2012-13 amount of \$80,039, and subsequently establishing a new base amount each year. A short-term leave shall include coursework, workshops, seminars, conferences, etc., that enhance and are applicable to the faculty member's position.

a. Coursework and Continuing Education Units

Each faculty member may apply for FRDB funds to cover expenditures for their continuing coursework (limit of eight [8] credits per fiscal year). The FRDB will annually establish a maximum amount for reimbursement on a per-credit, continuing education unit, or the actual rate, whichever is less.

b. Workshops, Seminars, Conferences, and Other Short-term Projects

Requests for short-term project funding will be evaluated by the FRDB committee.

- (1) Faculty members will provide a completed FRDB packet to include letter of request, MHCC travel authorization form, class coverage form (if applicable), and FRDB application form
- (2) Advance payment will require advance notice to the FRDB committee of at least one (1) month
- (3) Upon completion, applicants will submit a written report as outlined in the section in the FRDB packet titled Responsibilities Upon Return for Report and Training
- (4) Attendance at conferences will be supported only if
 - (a) division allocations for conferences are expended or inadequate, and
 - (b) content or professional experience is sufficient to warrant expenditures. In any case, the faculty member's division should provide as much financial support as possible.
- (5) Current per diem will not be funded unless an overnight stay or out-of-metropolitan-area travel is necessitated by the project. College travel regulations, available from the Business Office, will apply.
- (6) While costs of participating (e.g., tuition, fees and other required conference materials) will be funded, costs for educational materials that become the personal property of the applicant will not be reimbursed.

4. Faculty Exchange, Study Abroad, or Professional Credential
 - a. The FRDB fund for this category shall be increased each year by the COLA specified in Article 21A, starting with the 2012-2013 amount of \$11,903 and subsequently establishing a new base amount each year.
 - b. The priority for these funds shall be Faculty Exchange and Study Abroad, followed by Professional Credential.
 - c. To support faculty credentials that are required, as determined by the dean or accrediting or licensure body, the FRDB may elect to use these funds not otherwise utilized for Faculty Exchange or Study Abroad to reimburse faculty for required certifications, up to an individual annual limit of \$200 and in total will not exceed those funds allocated for Faculty Exchange or Study Abroad.
 - d. Faculty who plan on applying for these funds for study abroad or professional credentials need to turn their application into the FRDB committee. Disbursement will begin after February 15. Applications received after this date will be funded if monies are available.
 - e. The College recognizes that both the College and the individual member benefit from faculty exchange. Upon recommendation of the FRDB, the College Board may provide support beyond the faculty member's salary for expenses incurred while this exchange is in effect. Such items of support may include travel, additional household expense, and incidental costs required to complete the exchange.
 - f. If by May 1, there is a balance remaining in this fund, the difference will be added to the amount budgeted for the District Resource Development Board (DRDB) and/or to other FRDB funds where requests exceed resources.
5. FRDB Application Approval for Short-term, Exchange, and Study Abroad Leaves
 - a. FRDB approval of any proposal is subject to current College travel authorization procedures.
 - b. The Board of Education retains the right to review any and all leaves.

6. Sabbatical Leave

- a. Starting with the 2012-13 amount of \$80,092, Sabbatical funds will be increased each year by the COLA specified in Article 21A, subsequently establishing a new base amount each year. If there is a sufficient number of qualified candidates, the FRDB and College President shall approve and recommend to the Board leaves resulting in the expenditure of the full amount budgeted. Deductions from the above amount shall be based on the actual additional cost to the College of providing substitutes for individual faculty members while on sabbatical leave.
- b. Faculty eligibility and general conditions of employment during sabbatical leave:
 - (1) a full-time faculty member may be considered for sabbatical leave for a maximum of three (3) academic terms in any six-(6) year period, provided the applicant completes two (2) times the length of the sabbatical granted in full-time service to the College upon return from the requested leave
 - (2) sabbatical leave granted for one term may be split between two (2) terms. The allocation of fifteen (15) ILCs for a one-term sabbatical will be distributed between two (2) consecutive terms as outlined in the sabbatical application
 - (3) a faculty member on a one-(1) term sabbatical leave shall be paid his/her regular full-time salary during that term. With the exception of faculty distributing a one-term leave over two (2) terms as described above, two-(2) term leave faculty shall be paid at regular salary during the term worked and seventy-five percent (75%) of his/her salary during the leave. A member on a three-(3) term leave shall receive sixty (60%) of his/her regular salary
 - (4) employment benefits, including medical plans (as allowed by the insurance carrier), salary increments, and seniority, shall remain in force during sabbatical leave
 - (5) acceptance of a sabbatical leave shall not prejudice the faculty member's right to be considered for other forms of leave.
- c. Faculty members will submit their sabbatical proposal to the dean for approval no later than the eighth (8th) week of Fall term for the preparation of a statement of support or denial from the applicant's dean.

- d. Applications must be received by the first Monday of December prior to the academic year in which the sabbatical is to be taken. An additional application deadline may be established if all sabbatical funds are not encumbered.
- e. The purpose of sabbatical leave is to provide an opportunity for faculty to improve their qualifications and skills, the quality of their professional performance, and the value of faculty service to the College, thereby improving and enriching its programs.
- f. Sabbatical leave shall not be regarded as a vacation or rest period occurring automatically at stated intervals.
- g. Sabbatical leave will be granted only for the following purposes:
 - (1) to learn new methodologies related to the faculty member's instructional area, program, or discipline
 - (2) to engage in planned travel directly related to improvement of instructional abilities in the faculty member's area, program, or discipline
 - (3) to undertake a specific creative, research, or other project related to the faculty member's area, program, or discipline
 - (4) to prepare a new course for the College
 - (5) to enroll in studies or training programs and/or to complete the requirements for a degree or certificate.
- h. Each member who has been granted a sabbatical under the terms of this contract shall receive a separate sabbatical contract. The stated purpose(s) of the sabbatical leave have been approved by the FRDB and the College Board and are conditions of the contract. Any material change in the stated sabbatical purposes by a faculty member on a sabbatical leave must have approval of the FRDB, the Faculty Association President, and the College President before any changes can be implemented. If the material change results in an increase or decrease of the salary amount, the FRDB must inform the faculty member as to the salary adjustment prior to the change being implemented. The awarding of faculty leave involves not only the selection of a worthy project, but is also dependent upon internal decisions involving class scheduling and replacement personnel, and is subject to Article 25, Funding.
- i. Evaluation of Sabbatical Application

The FRDB will consider applications for leave with full or partial pay in relation to requirements necessary to complete the project and potential future contributions of the applicant. Length of leave, travel expenses, and

other terms or conditions will be open to negotiations by the faculty member with the FRDB. Proposals will be evaluated according to their worth to the College based on the following criteria, not listed in specific order of priority:

- (1) date of last sabbatical
- (2) time of service
- (3) evidence of support from the dean
- (4) ability of the applicants to achieve the goals of the project or plan based on past experience and academic background
- (5) need for additional knowledge in the applicant's subject area
- (6) value of project or plan in relationship to professional responsibilities.

j. Sabbatical Application Content

Applications to the FRDB for sabbatical leave should include the following:

- (1) general information including the name, date of initial service with the institution, term(s) of leave desired, dates of previous professional leaves, and percent of salary to be awarded based on other grants and funding
- (2) a full statement of expected benefits (e.g., for the applicant's College assignment) and type of report and/or in-service training commitment upon return to the College
- (3) a detailed plan for utilizing the time requested. This statement should include a time line for completion of any project or plan
- (4) a list of foundations, institutions, or other organizations with which the employee will be affiliated during the faculty leave
- (5) a complete listing of grants, stipends, and/or wages beyond those granted by the College during the time of faculty leave
- (6) justification of travel during the leave in terms of the proposed project or plan for study
- (7) information regarding previous professional or scholarly work in the area of the proposed plan

- (8) a statement from the applicant's dean regarding the proposed leave, including a cost analysis for replacement faculty
- (9) In cases where the sabbatical leave results in the creation of intellectual property, faculty are strongly encouraged to enter into a formal Intellectual Property Agreement with the College prior to beginning their sabbatical leave. Letters of support from appropriate individuals (not necessarily associated with the College) may be submitted if desired by the applicant.

k. Responsibility to the College for Service or Repayment after Sabbatical

A service period equal to two (2) times the length of the leave period will be required of the faculty member upon return. If the recipient does not return from the sabbatical leave or does not remain with the College for the specified length of time, compensation provided by the College during the leave shall be returned according to the following conditions:

- (1) if the recipient does not return, he/she must repay all compensation received during the leave
- (2) if the recipient returns for less or equal to half the specified time, he/she may be required to repay seventy-five percent (75%) of all compensation received during the leave
- (3) if the recipient returns for less than the full specified time period but more than half the period, he/she may be required to repay twenty-five percent (25%) of all compensation received during the leave.

l. Sabbatical Restrictions

Faculty on paid leave should not engage in unapproved employment outside the scope and purpose of the approved leave proposal. The sum of the faculty leave salary and additional funds in the form of grants, stipends, and/or wages shall not exceed the applicant's regular contracted salary for the period of the leave. Upon completion of a sabbatical, if a faculty member received any compensation other than his/her College salary and benefits, the faculty member shall file a statement of total compensation and additional funds received for the leave period with the chief academic officer.

m. Sabbatical Leave Criteria for Retraining

Leave for retraining a faculty member whose assignment was terminated will be considered based on the following criteria:

- (1) need for the instructor's service at MHCC in the field of retraining

- (2) ability of the applicant to master the training based on past experience and academic background
- (3) economic feasibility of the proposal.

7. Responsibilities Upon Return for Report and Training

a. Short-term Leaves

Upon return to the College from a short-term leave, the recipient will submit a written report to the supervising dean, Faculty Association President, Teaching and Learning Center (TLC), and FRDB summarizing the work completed during the leave and how the new knowledge shall be applied to the faculty member's College assignment(s) and/or in-service training for other College staff.

b. Sabbatical Leaves

(1) Report

Upon return to the College from a sabbatical leave, a faculty member shall submit a written report summarizing the work completed during the professional leave and how that work applied to the faculty member's College assignment(s). Copies of the report will be sent to the faculty member's division, supervising dean, TLC, FRDB, chief academic officer, Faculty Association President, and College President within one term of the return from the sabbatical.

(2) Presentation

The faculty member will share the knowledge gained from the leave with other faculty, managers, and other interested persons through workshop(s) or other method(s) mutually deemed appropriate by the dean and faculty member.

B. District Resource Development Board Fund (DRDB)

Quality instruction is the central objective of the College. To provide quality instruction, full-time faculty must continuously process new information, change instructional offerings to meet emerging needs, and learn new technical skills. The College has found it necessary to add new courses and programs in response to changes in society, business and industry, and academic thought.

The purpose of the DRDB is to assist in the professional development of faculty members in relation to individual program and institutional needs. The Faculty or College Administration may identify these needs. Therefore, in reviewing requests for funding, DRDB will give special consideration to requests addressing emerging programs and institutional needs.

1. DRDB Membership

The membership of the DRDB shall consist of the chief academic officer, College President or designee, and the Faculty Association President and Vice-President.

2. DRDB Funds

Starting with the 2012-13 amount of \$12,336, DRDB funds will be increased each year by the COLA specified in Article 21A for program and resource development. Additional funds may be transferred from exchange and grant-sponsored leave funds.

3. Procedures For Funding DRDB Requests

a. Requests for funds may be for course or program development, educational training, and/or per diem expenses. DRDB is not intended to fund attendance at workshops, conferences, or seminars. These should be funded through the FRDB.

b. First consideration will be given to requests of one thousand five hundred dollars (\$1,500) or less. Consideration may be given first to applicants that have not received DRDB funds in the previous year. Funding over the one thousand five hundred dollar (\$1,500) limit will be considered on a case-by-case basis.

c. DRDB is not intended to fund the preparation or development of mandated accreditation reports.

4. Application Process

To apply for DRDB funds, faculty members will do the following:

a. obtain and complete the Application for Support and Estimated Costs form available in the Office of Instruction.

- b. submit and deliver a completed application to the supervising dean(s), the chief academic officer, and the Faculty Association President by the Friday of the third week of that Spring term.

5. DRDB Project Agreement/Evaluation

- a. The chief academic officer or designee will prepare a Special Project Agreement that includes a description of the project, the full-time faculty member responsible for the project, anticipated completion date, and budget/remuneration.
- b. Recipients will notify the chief academic officer and Faculty Association President by the end of that Fall term if they will not be able to complete the DRDB project by the agreed upon completion date. Any unspent funds will revert to the DRDB fund for distribution.
- c. Upon completion of the DRDB-funded project, but no later than June 15, the faculty member will submit a report or other evidence of the completed work (e.g., syllabus/course outline developed for a class, reports on progress of a project funded over several terms, evidence of completion of specialized training or course work, etc.) to the chief academic officer and Faculty Association President. This evidence will be evaluated by these persons prior to the dissemination of contracted funds. Faculty may also be required to share, demonstrate, or otherwise inform other faculty about the outcomes of their DRDB project during in-service.

C. Distance Learning, Faculty Academy, and Faculty Technology Certification Funds

It is recognized that the design, development, and delivery of courses which integrate technology may require additional professional development. It is also recognized that faculty already possessing this experience may require additional professional development to aid in adapting to MHCC learning platforms. To meet these development needs, the College will provide professional development opportunities through a Faculty Academy coordinated by the Distance Learning Advisory Committee (DLAC).

1. Distance Learning Advisory Committee Membership

The DLAC will consist of three (3) full-time Distance Learning (DL) faculty (appointed by the Faculty Senate) and three (3) administrators who supervise DL faculty (appointed by the College President), one (1) member from the DL staff (appointed by the supervising manager), and others as agreed upon by all committee members. The advisory committee will meet a minimum of once each term to review and to advise on DL delivery, assessment, and DL training offered through the Faculty Academy. This committee will report to the chief academic officer and the Faculty Senate.

2. Faculty Academy and Technology Certification

- a. The Faculty Academy will deliver the training for faculty technology certification. The Academy structure and training outcomes will be reviewed annually by the DLAC. Any recommendations for changes to the training module structure and compensation for each training module will be forwarded to the chief academic officer and the Faculty Senate for approval.
- b. Upon completion of the Faculty Academy, faculty will demonstrate the ability to incorporate appropriate technologies into existing courses or a DL course.
- c. Faculty members already possessing technological skills acquired through training and/or experience will receive customized versions of the module training required for Faculty Technology Certificates to reflect their proficiencies in delivery and assessment.

3. Application Process

In applying for inclusion in a Faculty Academy, a faculty member will complete a Faculty Academy Application form which will be reviewed and signed by the faculty member's dean and the dean supervising the DL Faculty Academy.

4. Certification Compensation

Faculty will receive compensation at the established rate for Faculty Technology Certification. Compensation for this modular training will total no more than two thousand dollars (\$2,000) per faculty member.

D. Teaching and Learning Center (TLC)

1. Professional development is a crucial component to a vital and successful college. To support faculty professional development the College will:
 - a. Establish a monetary base that is no less than twenty-five thousand dollars (\$25,000) for the 2014-2015 academic year. The base will be increased to no less than fifty thousand (\$50,000) for 2015-2016 academic year. For additional years, the previous year's amount will be increased by the COLA established in Article 21A only when agreed upon metrics as defined in Section 3 are achieved.
 - (1) The funds may be used for, but not be limited to, administrative support, reassigned time and/or stipends for coordination and facilitation, equipment, technology and/or events.
 - b. Faculty on reassigned time for the TLC report to the chief academic officer.

- c. Provide an identified on-campus location where presentations and trainings can be held and professional development materials can be stored.
2. The goals of the Teaching and Learning Center are to:
 - a. Investigate best practices for high engagement teaching strategies designed to increase student retention and completion.
 - b. Design and implement events, activities, seminars and other associated learning opportunities to present information and training to faculty in support of student success, retention and completion.
 - c. Provide an environment where faculty can explore and learn new technologies, techniques, and instructional methods to provide learning opportunities where all students can appropriately engage in the learning process.
 - d. Collaborate with the Office of Instruction and Student Success in development of college-wide strategies enhancing student learning assessment and data-driven practices.
3. To ensure that the TLC is meeting its goals, a TLC Advisory Committee, a subcommittee of the CISS, will be created.
 - a. The Advisory Committee will consist of one (1) full-time faculty member from each division (appointed by Faculty Senate) and equivalent number of administrators. Ad hoc members may be added as agreed upon by all committee members. The College president can choose to review the committee membership and make recommendations to the Faculty Association President for changes.
 - b. The Advisory Committee will meet a minimum of once per term.
 - c. The Advisory Committee will create and administer the TLC budget as approved by CISS within the established monetary base.
 - d. The Advisory Committee will create metrics of successful model implementation, approved by CISS. Metrics may include, but are not limited to, increase in credit-bearing student FTE, evidence of successful student progression term to term, using faculty participation, faculty satisfaction, number/type of events, and faculty utilization of new teaching and learning strategies resulting from participation in the learning community.
 - e. The Advisory Committee will present a year-end report to the CISS and Faculty Senate each year.

ARTICLE 15

FAIR DISMISSAL AND TERMINATION OF EMPLOYEE

- A. The Board agrees that termination of employment of faculty members shall be for just cause. Reduction of staff and layoff is described in Article 23 of this Agreement and is not defined as dismissal or termination. Nonrenewal of a tenure track faculty member is described in Article 16 of this Agreement and is not defined as dismissal or termination.
- B. Just cause shall be understood to include but not limited to
1. Physical or mental incapacity
 2. Unprofessional conduct as evidenced by
 - a. an act or conduct that threatens or injures personnel or property
 - b. flagrant disregard of the terms of this Agreement
 - c. willful falsification or alteration of a college record
 - d. conviction of a felony
 - e. insubordination
 - f. harassment (sexual, racial, etc.) of College staff or students
 - g. inefficiency
 - h. neglect of duty
 - i. inadequate performance.
- C. A faculty member whose performance for the College appears to be adversely affected by chemical dependency shall be encouraged to seek rehabilitation. The Board agrees to provide opportunity for rehabilitation under Article 9 (Sick Leave for Rehabilitation). This provision does not exempt chemically-dependent faculty members from appropriate discipline for just cause. Grounds for discipline will be documented following the normal evaluation and corrective action procedures. The College will follow normal professional guidelines if drug or alcohol testing is indicated based on reasonable suspicion of abuse.
- D. Dismissal Procedures
1. Preliminary proceedings concerning the ability of a faculty member

When reason arises to question the ability of a faculty member to perform his/her assigned duties, the appropriate supervisor should discuss the matter with him/her in a personal conference. The matter may be terminated by mutual consent at this point. If an adjustment is required but does not happen, a standing or ad hoc committee elected by the faculty shall give confidential advice and shall determine whether or not formal proceedings should be instituted. The College President can review the committee finding. The faculty committee or the College President can recommend that formal proceedings begin. Except where there is disagreement, a joint statement from the faculty committee and the College President will give the specifics of the proposed grounds for dismissal. If there is disagreement, the College President or his/her representative should formulate the statement.

2. Commencement of formal proceedings

Formal proceedings begin with a written communication by the College President addressed to the faculty member giving the specifics of the proposed grounds for dismissal, and informing the faculty member that he/she may request a hearing within ten (10) faculty working days of notification. The hearing will be conducted by a faculty committee at a specified time and place. The hearing will be to determine whether the faculty member should be removed from his/her faculty position based on the stated grounds. Failure to request a hearing will result in the College President making a decision based on existing evidence.

Sufficient time should be allowed the faculty member to prepare his/her response. The faculty member will be informed in detail or by reference to published regulations of the procedural rights that will be accorded to him/her. The faculty member should respond in writing to the specifics of the proposed grounds for dismissal as stated in the letter from the College President. The response should be received no less than one (1) week before the hearing date.

3. Suspension of the faculty member

The faculty member will be suspended during the proceedings only if there is a threat of harm to self or others. Suspension should be with pay unless legal considerations forbid this.

4. Judicial committee formation

The faculty judicial committee who will conduct the hearing should be either an elected standing committee not previously involved with the case or a committee established as soon as possible after the President sends the letter to the faculty member. Faculty members should be selected based on their objectivity, competence, and the regard in which they are held in the academic community. The judicial committee should elect its own chairperson.

5. Committee proceedings

Before the hearing, the judicial committee will consider the written statement of proposed grounds for dismissal sent by the College President to the faculty member and the response submitted by the faculty member.

The judicial committee in consultation with the College President and the faculty member will decide whether the hearing will be public or private. Testimony of witnesses and other evidence concerning the proposed grounds for dismissal will be received regarding any facts that are in dispute.

The College President has the option of attending the hearing. He/She may designate an appropriate representative to assist in developing the case; but the judicial committee determines the order of proof, conducts questioning of witnesses, and, if necessary, secures the presentation of evidence important to the case.

The faculty member has the option of counsel, whose functions are similar to those of the representative chosen by the College President, and has the aid of the committee in securing the attendance of witnesses.

The faculty member or his/her counsel and the representative designated by the College President has the right, within reasonable limits, to question all witnesses who present oral testimony. The faculty member will have the opportunity to be confronted by all adverse witnesses. When unusual and urgent reasons require the committee to withhold this right or when the witness cannot appear, the identity of the witness as well as his/her statement will be disclosed to the faculty member.

Subject to these safeguards, sworn statements may be taken outside the hearing and reported to the committee. All of the evidence should be duly recorded. Unless special circumstances warrant, formal rules of court procedure will not be followed.

6. Consideration by judicial committee

The judicial committee will reach a decision based on the information given in the hearing. Oral arguments can be made by the faculty member or his/her counsel and the representative designated by the College President. The committee may request written briefs. The committee may make a decision without having a transcript made of the hearing if the committee believes a just decision can be reached. A transcript will be ordered if it is needed by the committee in order to make a just decision. The committee will give specific findings with respect to each of the proposed grounds for removal. A reasoned opinion may be given. Publicity concerning the committee's decision will be withheld until the Board reviews the decision. Statements to the public should be made through the Office of the College President.

7. Consideration by the MHCC Board

The College President will present the full report and decision of the judicial committee. Board review should be based on the transcript of the hearing and opportunity for written and/or oral arguments by the parties or their representative. The College Board may agree with the decision of the judicial committee or return the issue to the committee for reconsideration. The committee should reconsider the stated objections and receive new evidence if necessary. After reconsideration, the committee will submit the decision to the College President who will present the decision to the College Board. The Board has the power to overrule the judicial committee.

8. Publicity

Except for announcements concerning the time and place of the hearing, public statements about the case by either the faculty member or administrators will not be given until the proceedings are completed. Announcement of the final decision will include a statement of the judicial committee's original decision.

ARTICLE 16

ACADEMIC FREEDOM, EVALUATION, PROBATION, AND TENURE

A. Academic Freedom

The purpose of this statement is to promote public understanding and support of academic freedom and tenure as well as agreement upon procedures to assure them. Institutions of higher education are conducted for the common good and not to further the interests of either the individual faculty member or the institution itself. The common good depends upon the free search for truth and its free expression.

Academic freedom is essential to these purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom is also vital to the protection of the rights of the faculty member in teaching and students in learning. It carries with it duties correlative with rights.

Tenure is a means to ensure freedom of teaching, research, extramural activities, and a sufficient degree of economic security. Thus, tenure keeps the profession attractive to quality faculty. Tenure is indispensable to the success of our College in fulfilling its obligations to its students and community.

1. A faculty member is entitled to full freedom in research and publication, subject to the adequate performance of the member's other academic duties. Faculty participating in research for profit will inform the College Administration.
2. A faculty member is entitled to freedom in the classroom in discussing his/her subject expertise. Controversial subject matter is acceptable if it relates to the subject area or the Mission of the College.
3. The faculty member is a citizen, a member of a learned profession, and an officer of an educational institution. He/She may speak or write free of institutional censorship or discipline, while at the same time keeping in mind that the public might judge the profession and the College by his/her words. Therefore, the faculty should at all times be accurate, exercise appropriate restraint, show respect for the opinions of others, and make every effort to indicate that he/she is not a College spokesperson.
4. If the administration decides that a faculty member has not followed Section A. 3., Academic Freedom, above, and that the extramural utterances of the faculty member have raised grave doubts concerning fitness for his/her position, the College may proceed to file charges under the faculty dismissal procedure (Article 15) in accord with the faculty's individual rights as a citizen.

B. Faculty Evaluation Oversight Committee (FEOC)

1. The FEOC is charged with maintaining a process for faculty evaluation and tenure. This process will be applied equally across departments and will not impose an undue burden on faculty and administrators.
2. FEOC membership will be three (3) faculty members appointed by the Faculty Association, three (3) administrators appointed by the College President, an ex-officio representative from the Office of Research and Planning, and others as agreed among all FEOC members.
3. The FEOC will meet at least once each Fall, Winter, and Spring term to review and update the documents and forms of the evaluation and tenure processes. No changes to these documents or forms may be made without the final approval of the Faculty Senate and President's Council.
4. The FEOC will conduct a biannual assessment of the evaluation process described in the Faculty Evaluation Manual and the tenure review process described in the Tenure Process Manual. FEOC will make recommendations for any changes to the Faculty Senate and President's Council. The Faculty Association and the College President may request more frequent assessment.
5. Recommended changes approved by the Faculty Senate and President's Council will be incorporated into the Manuals and this Agreement, and changes will become effective with the beginning of the next academic year.

C. Tenure-track Period

1. New full-time faculty formally appointed by the Board will serve in a tenure-track status for a period of four (4) years at MHCC prior to being recommended for tenure. A full-time faculty member formally appointed by the Board during the academic year will begin his/her tenure-track period the following Fall. If the tenure-track period is interrupted by a leave of absence for one (1) year or less, that year will not be counted as part of the tenure-track period. Service prior to the leave will be counted as part of the tenure-track period. If the tenure-track period is interrupted for more than one (1) year, the faculty member will begin a new four-(4) year tenure-track period upon his/her return.
2. Terminal, Special, or Grant-funded Contracts and Evaluation
 - a. Special contract or grant-funded faculty are defined as those faculty whose salaries are paid in full or in part from federal, state, or other non-College grants or aid funds; they are not eligible for tenure while in such a position.
 - b. Terminal contract, special contract, or grant-funded faculty members hired as described in Article 1, B. 2. will be evaluated following the tenure process for the first three (3) academic years. Following the first

three (3) years, the mentoring committee will reconvene and repeat the third (3rd) year mentoring committee process every third year (i.e., year 6, 9, etc.). The faculty member has the responsibility throughout these subsequent years to stay apprised of the current tenure process and expectations and to ensure that his/her tenure portfolio continues to meet the current expectations.

- c. If a terminal contract, special contract, or grant-funded faculty member is subsequently hired into a district funded position, he/she will proceed in the tenure process as follows:
 - (1) If the faculty member has not completed at least three (3) full academic years of service, he/she will continue through the remaining years of the tenure process.
 - (2) If the faculty member has completed three (3) full academic years or more of the mentoring process, the faculty member shall meet with his/her mentoring committee and shall subsequently choose between continuing the tenure process with the fourth (4th) year or to start at year one of the tenure process.

D. Faculty Evaluation

Both parties recognize the importance and value of a process for assisting and evaluating progress and success of tenure track, terminal, special contract, grant funded, and tenured faculty.

All evaluations of faculty members will follow the process and procedures established in the Full-time Faculty Evaluation Manual, the Full-time Faculty Evaluation Manual Appendix, the Tenure Process Manual, the Tenure Process Manual Appendix, and approved forms dated November 2013. These manuals, appendices, and forms may only be revised, updated, or in any manner changed by mutual consent between the Faculty Association and the College. All dates and deadlines stated in these manuals are binding absent written agreement to modify them signed by the faculty member and the Faculty Association.

1. Evaluation Process and Components
 - a. Evaluation of faculty members is the primary responsibility of their dean.
 - b. All evaluations of faculty members will include a dean's classroom observation, tenure-track committee or mentoring committee report, reviews of course materials, self-report, and may include optional peer observation report(s). The sole purpose of student evaluations are for faculty use to inform instructional practice.
 - (1) Student ratings for all courses will be collected and stored through a College provided system. The student evaluations can only be accessed and used by the faculty member.

- (2) The faculty member may use relevant student feedback for the purposes of modifying and improving courses. The faculty member can choose to include the data collected in their self- report.
- c. The relative weight of the Professional Service, College/Community Service, and Professional Development and Affiliation will be determined on each individual faculty member's evaluation matrix. This matrix must be developed between the faculty member and the dean and will only include known duties and responsibilities of the position to be evaluated and/or as stipulated in the evaluation matrix.
- d. No person other than a designated evaluator(s) as provided above will be permitted to evaluate the work performance of any faculty member within the bargaining unit.
- e. Student complaints if applicable and processed according to Article 17 may be utilized in the evaluation process.
- f. Faculty members who work on Faculty Association committees (e.g., Faculty Senate, Academic Senate) may claim credit for such activities as part of the faculty evaluation process under the category of College service. Faculty members who attend conferences or trainings sponsored by the Faculty Association, Oregon Education Association, or the National Education Association may claim credit under the category of professional development if the focus of those conferences or trainings is directly related to the faculty member's professional duties.

2. Evaluation Cycle

As described in the Full-Time Faculty Evaluation Manual, the evaluation components will be defined on the individual faculty member's Evaluation Matrix. During Fall term of each academic year, the faculty member will complete and/or review the Evaluation Matrix, choose colleagues for colleague reviews of course materials and peer observations in consultation with his/her dean and complete a self report. It is recommended that the Matrix should be completed on an annual basis as an informal evaluation.

a. Tenured Faculty

Tenured faculty members will be evaluated at least once every five (5) years of employment. Evaluations will be completed by the end of Spring term covering the five (5) preceding years.

b. Tenure-track and Terminal Contract Faculty

Tenure-track and terminal contract faculty will be evaluated once per year in accordance with the full-time faculty evaluation process administered by the dean. They will also be evaluated and mentored by

the assigned members of the designated Tenure-track Committee utilizing the process outlined in the Tenure Process Manual.

c. Special Contract or Grant-Funded Faculty Positions

Special contract or grant-funded faculty will be evaluated as described above in Section C. 2.

3. Documentation of Evaluations

All evaluations will be discussed with the faculty member prior to the evaluation being placed in the personnel file in the Human Resources Office. The faculty member is entitled to have his/her written response included with the evaluation. The faculty member will sign the evaluation indicating that he/she has read it. The signed evaluation will be placed in the personnel file in the Human Resources Office.

4. Placement on Notice

No tenured faculty member will be dismissed if the basis for dismissal or discharge action is performance-related without the opportunity to complete a Plan of Assistance as outlined in this article.

5. Plan of Assistance

a. If a significant performance deficiency is identified through the evaluation process of a tenured faculty member, the instructor's dean will write a Plan of Assistance that is subject to approval by the chief academic officer and with a copy for review to the Faculty Association President. The purpose of a Plan of Assistance is to assist a faculty member to improve.

b. A plan of assistance written by the dean will include

- (1) a list of performance deficiencies to be addressed by the faculty member, measurable expected improvement to be demonstrated for each deficiency,
- (2) assistance/resources available to the faculty member,
- (3) beginning and ending dates of the plan,
- (4) a schedule of meetings to review progress on the plan, and
- (5) provisions for date and signatures of dean and faculty member including the option of the faculty member to indicate objections to the plan and his/her ability to respond separately with those objections.

- c. If, in the judgment of the College, the faculty member is not satisfactorily completing the plan, he/she will be told this finding prior to the completion of the plan. Notification will be given to the faculty member of the consequences of failure to satisfactorily complete the plan.
- d. A faculty member placed on a Plan of Assistance may have Association representation at meetings with his/her dean when the progress toward completion of the plan is discussed.
- e. The faculty member's dean will prepare a summary of performance and a recommendation regarding retention which will be placed in the faculty member's personnel file in the Human Resources Office.

E. Tenured Status

1. Definition

Tenure is defined as a continuous appointment contract between a faculty member and the College for mutually agreed upon services. It is regarded as favorable to both College and faculty in its promotion of competence, interest in the development of long-range goals and programs, academic freedom, and economic security.

2. Roles and Responsibilities of Tenured Faculty

Assessing the performance of tenure-track faculty and making recommendation on tenure is one of the most important professional responsibilities of the tenured faculty. These responsibilities include

- a. serving on Tenure-track Committees and Mentoring Committees when called upon.
- b. participating in the confidential, face-to-face meetings called for the purpose of review of application for tenure.
- c. serving on Tenure Appeal Committees when called upon.
- d. mentoring and providing feedback through peer observation of classroom performance and discussion with faculty on job performance in terms of both strengths and weaknesses.

F. Criteria and Procedures for Granting Tenure

The following rules on tenure are established (a) to ensure the quality of instruction for students, (b) to protect faculty employment rights and faculty involvement in the establishment and protection of these rights in the Mt. Hood Community College District, and (c) to define a reasonable and orderly process for the appointment of faculty to tenure status or for non-renewal.

1. The criteria for tenure is derived from and benchmarked against the faculty evaluation system outlined in the Full-Time Faculty Evaluation Manual and the Tenure Process Manual. The granting of tenure will require an overall professional level performance score 3.0 on Professional Service and on College/ Community Service and Professional Development/ Scholarship/ Affiliation by the end of the third year.

2. The standards (scoring scale) from the Faculty Evaluation System are as follows:

- 4 - Exemplary Performance
- 3 - Professional Level Performance
- 2 - Improvement Required
- 1 - Unsatisfactory Performance

3. Through the developmental process outlined in the manuals and with the support of his/her Tenure-track Committee, the tenured faculty peer group and the applicant's dean, a faculty member seeking tenure will be given every opportunity to make a performance-based case for the granting of tenure. The applicant must achieve professional level performance score from the dean and the members of the Committee by the end of the third (3rd) year as scored on the evaluation matrix. This process requires each faculty member of the Tenure-track Committee to conduct a review of course materials and classroom observations.

4. Tenure-track Committee – Purpose and Selection of Membership

Each applicant will have a five (5) member Tenure-track Committee established by the end of the sixth (6th) week of the first term of employment. Applicants appointed at some time other than the beginning of the Fall term will have a committee assigned within six (6) weeks of the date of appointment.

The tenure clock does not begin until the first full year of service defined as three (1) consecutive terms of employment in an academic year, Summer through Spring. However, a faculty member whose start date falls within the first five (5) weeks of Fall term will, for the purposes of the tenure clock, be treated as having served a full year. In the case of other than Fall appointments, the Tenure-track Committee will carry on with normal activities but is not required to submit any reports until normal dates as prescribed below. Tenure-track or Mentoring Committees will serve as standing committees until such time as the applicant is either granted tenure or the faculty appointment is terminated.

5. Duties and Responsibilities of the Tenure-track Committee

The general duties and responsibilities of the Tenure-track Committee will be to (a) mentor the applicant, (b) observe the applicant in the performance of his/her professional duties, (c) advise him/her of strengths and weaknesses in performance, (d) develop improvement programs to overcome any weaknesses that he or she may have, and (e) report and discuss the findings in a face-to-face

meeting with the tenured faculty in the tenure-track faculty member's identified peer group. The mentoring process will place primary importance upon the applicant's effectiveness in his or her appointment. After consultation with the committee, the dean will be responsible for an annual written report for review by the tenured faculty peer group and for inclusion in the Tenure Application portfolio.

Each committee, as a result of its ongoing mentoring of the applicant and face-to-face discussions with the identified tenured faculty peer group, will complete an Annual Tenure-track/Mentor Committee Report. This report is due by February 15 of each year.

The mentoring process employed by the committee will include the following:

- a. Establish, in consultation with the applicant, the procedures to be followed in mentoring the applicant in order to improve his/her performance,
- b. Implement criteria for tenure that will be limited to the elements of the annual faculty evaluation process and the applicant's job description,
- c. Mentor, which will require firsthand observation and discussion about the applicant's performance in his/her position. The mentoring process will focus on appropriate elements from the Faculty Evaluation Manual.
- d. In areas where classroom visits are not applicable, the committee and applicant are free to devise and employ alternative mentoring techniques and procedures.

When the committee has noted deficiencies or weaknesses in the performance of an applicant, the committee will take the following steps: (1) areas of deficiency or weakness will be discussed at a conference with the applicant as soon as these deficiencies are recognized; (2) the committee will develop with the applicant a written plan to improve these areas; and (3) sufficient conferences will be held to help the applicant improve. The purpose of the written plan is to mentor and improve the tenure-track faculty member's performance and is not to be considered a "plan of assistance."

G. Final Tenure Review, Recommendation Procedure, and Appeal Process

1. The steps for recommendation of tenure are as follows.
 - a. By the first day of instruction of Fall term, the applicant submits a completed Tenure Application Portfolio to the Dean and Tenure-track Committee.
 - b. By October 31, the Tenure-track Committee issues a summary report and recommendation on tenure.

- c. By November 15, the Dean, Tenure-track Committee members, and tenured faculty peer group meet in a face-to-face confidential meeting with regard to the recommendation of tenure. If the dean and tenured faculty peer group agree, then the dean will compile this information in the form of a letter of recommendation for tenure.
 - d. By December 1, the completed Annual Tenure-track/Mentoring Committee Report, and Annual Tenure Recommendation Signature Form with letter of recommendation for tenure will be submitted to the chief academic officer, the applicant, Faculty Association President, and Human Resources Office.
 - e. By January 10, the chief academic officer will compile and submit the chief academic officer's applicant file, which will include the tenure recommendation, and applicant's Tenure Application Portfolio, if requested, to the College President.
 - f. By February 1, the College President will provide the chief academic officer, applicant, dean, tenured faculty peer group, Faculty Association President, and Human Resources a copy of his/her recommendation to be submitted to the Board. This will include any recommendation from the Tenure Appeal Committee if it has been convened at the request of the College President.
 - g. By the first Board meeting in March, formal Board action regarding tenured status will be made. Only the Board has the power to grant tenure.
 - h. By April 1, written notice of the Board's action will be given by the College President to the applicant. If the Board approves a recommendation for tenure, the faculty member becomes tenured upon commencing work in the following academic year.
2. The steps for tenure recommendation review due to disagreement between the dean and tenured faculty peer group are as follows.
- a. By the first day of instruction of Fall term, the applicant will submit a completed Tenure Application Portfolio to the dean and Tenure-track Committee.
 - b. By October 31, the Tenure-track Committee will issue a summary report and recommendation on tenure.
 - c. By November 15, the dean, Tenure-track Committee members, and tenured faculty peer group will meet in a face-to-face confidential meeting with regard to the recommendation of tenure. If the dean and a simple majority of the tenured faculty peer group disagree on the tenure recommendation, each will be responsible for placing its recommendation in writing.

- d. By December 1, the written documentation will be forwarded to the chief academic officer, the applicant, Faculty Association President, and Human Resources Office.
 - e. By December 8, the College President and the Faculty Association President will constitute the Tenure Appeal Committee (TAC). (See Letter A*) The President will forward the recommendations and the faculty member's portfolio to the TAC by December 8.
 - f. By January 10, the TAC will meet, review the case, and make a recommendation in accordance with the provisions of Section 3.g. below. The TAC will submit its recommendation to the College President. This recommendation will be forwarded to the applicant, dean, and applicant's tenured faculty peer group, and the Faculty Association President.
 - g. By February 1, the College President will notify the chief academic officer, applicant, dean, tenured faculty peer group, Faculty Association President, and Human Resources Office of his/her recommendation to be submitted to the Board, including the recommendation received from the TAC.
 - h. February 10 is the deadline for the applicant to request a review by the TAC.
 - i. By the first Board meeting in March, formal Board action regarding tenured status will be made. Only the Board has the power to grant tenure.
 - j. By April 1, written notice of the Board's action will be given by the College President to the applicant. If the Board approves a recommendation for tenure, the faculty member becomes tenured upon commencing work in the following academic year.
3. The steps for a department's non-recommendation of tenure are as follows.
- a. By the first day of instruction of Fall term, the applicant will submit a completed Tenure Application Portfolio to the Dean and Tenure-track Committee.
 - b. By October 31, the Tenure-track Committee will issue a summary report and recommendation on tenure.
 - c. By November 15, the dean, Tenure-track Committee members, and tenured faculty peer group will meet in a face-to-face confidential meeting with regard to the recommendation of tenure. If the dean and a simple majority of the tenured faculty peer group agree on a non-recommendation of tenure, then the dean will compile this information in the form of a letter.

- d. By December 1, the faculty member who has not been recommended for tenure will be notified of the reasons in writing by the dean. A copy of this notice will be sent to the Vice President of Instruction, Faculty Association President, and Human Resources Office.
- e. By January 10, the chief academic officer will compile and submit the chief academic officer's applicant file, which will include the tenure non- recommendations and applicant's Tenure Application Portfolio (by request) to the College President.
- f. By February 1, the College President will notify the chief academic officer, applicant, dean, tenured faculty peer group, Faculty Association President, and Human Resources Office of his/her recommendation to be submitted, including the recommendation received from the TAC.
- g. A faculty member who is not recommended for tenure may request review by the Tenure Appeal Committee. A request for review must be made in writing within ten (10) days of receipt of the notification that tenure is not being recommended. February 10th is the deadline for the applicant to request a review by the TAC.
 - (1) The review will occur promptly and the committee will notify the faculty member, the member's dean, College President, Human Resources Office, and the Faculty Association President when an appeal may be heard (See Letter A*). Appeals must be heard by March 1.
 - (2) The TAC will apply the established criteria for tenure. The committee will check the procedures followed for tenure recommendation to be sure they were in accordance with due process as required by the regulations of the College and as outlined in the Tenure Process Manual. The committee will review the basis for and the evidence related to the withholding of tenure.
 - (3) The committee will provide the candidate an opportunity to present orally and/or in writing other evidence that may affect its final recommendation.
 - (4) Decisions will be made on the basis of a secret majority vote of all members of the committee.
- h. The TAC will make its final recommendation to the College President indicating its findings and its recommendations as to whether tenure should or should not be granted. These statements will be in writing and signed by the chair of the TAC and given to the College President by March 1. Copies will be sent to the faculty member, the dean, the

applicant's tenured faculty peer group, the Faculty Association President, and the Human Resources Office.

- i. Upon presenting its recommendation to the College President, the TAC will send letter B** to the faculty member.
- j. By the first Board meeting in March, formal Board action regarding tenured status will be made. Only the Board has the power to grant tenure.
- k. By April 1, written notice of the Board's action will be given to the applicant by the College President.

H. Tenure Appeal Committee

The Tenure Appeal Committee will be constituted by the College President and Faculty Association President when a simple majority of tenured faculty and dean disagree regarding the tenure recommendation or at the request of a probationary faculty member who has received a notice of non-recommendation for tenure either from the department or the College President.

The Tenure Appeal Committee will consist of six (6) tenured faculty members with three (3) appointed by the College President and three (3) by the Faculty Senate. The chief academic officer is chair of the TAC and is a voting member. Members serve for the duration of the review process.

*Letter A

The Tenure Appeal Committee (TAC) has received a copy of the notice of non-recommendation for tenure. The TAC has been charged with the responsibility of reviewing all tenure matters and materials derived from the Faculty Evaluation system related to your tenure process. In reviewing any appeals to a non-recommendation, the TAC has the authority to (a) request reconsideration by the dean or (b) request reconsideration by the tenured faculty peer group, or (c) request reconsideration by the department or forward the recommendation of the dean, tenured faculty, or department and the TAC to the College President even though they differ.

Should you wish to appeal the decision of your dean, tenured faculty peer group, or department to the TAC, the chair of the Tenure Appeal Committee must receive written notice from you of such intent by February 15.

The present chair of the TAC is [Name, Address, college phone, college email address]

Your rights in this appeal are: (1) to appear alone or with a person of your choice to advise or assist you; (2) to refuse to testify or to answer any questions if such testimony or answers would tend to incriminate you; (3) to be confronted with the evidence against you; and (4) to present evidence in your behalf.

After the Tenure Appeal Committee receives your letter of intent to appeal, the chair must notify you within seven (7) faculty working days of such times when an appeal may be heard. Such appeal must be heard prior to the end of February.

****Letter B**

The Tenure Appeal Committee (TAC) has sent the following recommendations to the College President. The TAC recommends: [A summary of the committee recommendation.]

At this point it is necessary to understand several procedural matters: (1) The major function of the Tenure Appeal Committee is to supply the College President with additional information and its recommendation in accordance with Article 16; (2) The College President will submit his/her recommendation along with the TAC's recommendation and the dean's recommendation to the College Board; and (3) The College Board makes the final decision.

[Signed by _____]

ARTICLE 17

PROBLEM RESOLUTION PROCESS

The Problem Resolution Process provides both an informal and a formal process to investigate a concern made about a faculty member and to determine a fair resolution. This process will be used except: (1) in cases where a complaint is processed under Article 24 or (2) in a situation where an outside agency (e.g. police, state agency, federal agency) may investigate.

Faculty have right to representation if they believe the situation could lead to discipline. Any resulting discipline issued to faculty will be in accordance to the Collective Bargaining Agreement and subject to a just cause standard as outlined in Article 6. Results of meetings/investigations will remain confidential to the extent allowed by law.

Student/Staff/Faculty confidentiality will be maintained to the extent that is practical to reach resolution to complaints and as allowed by law.

A. Definitions

1. Ombudsperson: a neutral intake person who evaluates the complaints received and funnels them to the correct process. This person is the contact for the student throughout the process. Due to the need for neutrality of this position, the Ombudsperson will not take on the role of Support Person for either the student or the faculty. The Faculty Association will have the right to provide input into the selection of the Ombudsperson. The position will have strict expectations regarding confidentiality.
2. Problem Resolution Form (Maxient Form): an online form for students to fill out with concerns. The contents of the form will be mutually agreed to between the College and Faculty Association.
3. Facilitator: an unbiased third party who may facilitate the informal meeting between a student and faculty member. Their job is to facilitate communication – not take sides – and to maintain a neutral position. These individuals will be trained in mediation skills (examples: staff who have completed OEA training, Counselors) and will be mutually agreed to between the College and Faculty Association. A facilitator can be used for any informal meeting related to Article 17, but could also be used in meetings related to Article 24 if mutually agreed upon with the student, Human Resources and the Faculty.
 - a. A list will be created by Human Resources during the 2021-2022 academic year.
 - b. The list will be maintained by Human Resources and available to faculty.
4. Support Person: A person who can be present during a meeting in any path to provide additional support to one of the parties involved in the meeting. Both parties have the right to a Support Person of their choosing. The role of the Support Person is solely to ask clarifying questions of any parties at the meeting, but the student and faculty member must speak on their own behalf. If the Support Person is an employee of the College, they must attend a College or OEA provided training on conflict-resolution prior to attending the meeting. A support person from outside of the College will be provided expectations of their role at the beginning of the meeting. Prior to any meeting, the Support Person will be required to sign a confidentiality agreement.

The student also has the right to request a translator, provided by the College, in any meeting and may access accommodations through Accessible Educational Services. The translator will not be considered a Support Person.

B. Cooperation

1. The faculty, administration, and students will cooperate in finding an acceptable resolution and will abide by the resolution.
2. Changes to the documents or forms used for the Problem Resolution Process may be made with the approval of the Faculty Senate and the College. Recommended changes approved by the Faculty Senate and the College will be incorporated into the Student Complaint Procedures Handbook, associated forms, and this Agreement. Changes will become effective with the beginning of the next academic term.
3. Any reproduction, modification, distribution of this Problem Resolution Process, or portion thereof, in any other format or document must be by mutual consent with the Faculty Association and the College.

C. Step 1: Informal Resolution Process

1. Students are encouraged to reach resolution to their concern by talking to their faculty directly.
2. The informal process is student initiated within sixty (60) calendar days of the end of the term in which the alleged concern occurred. The goal of the informal process is to provide answers to the student's questions and concerns and/or to come to a resolution agreeable to those involved. Students are encouraged to reach resolution to their concern by talking to their faculty directly. If either party would like a facilitator, they can request a college counselor or outside professional mediator.
3. It is the student and faculty member's responsibility to arrange a mutually agreeable time when faculty are on contract for a confidential conversation.
4. If the informal process fails to resolve the issue, or the student does not wish to pursue the informal process, the student may pursue the Formal Resolution Process

D. Step 2: Formal Resolution Process

1. Students who wish to pursue the Formal Resolution Process can complete the Problem Resolution form online. If a student needs assistance completing the form, a support person may assist. The Problem Resolution form must be submitted online within sixty (60) calendar days of the end of the term in which the alleged concern occurred. Due process rights will be protected in the formal resolution process.
2. The Ombudsperson will review the written complaint and reach out to the student to address potential solutions via one of the following appropriate pathways.
 - a. Path 1: Student Guidance

The Ombudsperson recognizes the student needs other MHCC resources and refers the student accordingly.

b. Path 2: Supervisory Intervention

The Ombudsperson forwards the student concern to the faculty member and the faculty member's dean. The Ombudsperson informs the student that their concern has been forwarded to the dean for review. The dean and faculty member will discuss the matter with the intent to resolve the issue.

- i. The dean will schedule a meeting with the faculty member within ten (10) working days of the dean's receipt of the Problem Resolution form.
- ii. If additional information is needed, the dean may contact the student to gain a better understanding of the concern.
- iii. The dean will follow up with the student at the conclusion of the process. However, any findings and/or resulting discipline will remain confidential to the student to the extent allowed to by law
- iv. A faculty member can request a support person by contacting the Association President.

c. Path 3: Grading Disputes and other classroom or curricular issues

The Ombudsperson refers the student to the dean. The dean will forward the student concern to the faculty member within ten (10) working days and schedule a mediated conversation between the student and faculty with the dean facilitating the conversation. In cases where the faculty member or student are unwilling, uncomfortable, or unable to attend a face-to-face meeting, the dean will facilitate a remote conversation (e.g. via Zoom) including all three parties.

- i. If a Support Person will be attending the meeting, confidentiality documents will be signed and turned into the dean.
 - a. If the student informs the Dean that a Support Person will be attending, this information will be provided to the Faculty in advance of any Path 3 meeting. If either party has concerns, the Association President and Ombudsperson will meet to discuss and decide the best path forward. In most situations, a new support person will be provided.
- ii. After the completion of the meeting, the dean will write a summary and submit to the student and faculty member. The dean will provide this report within ten (10) working days from the meeting.

d. Path 4: Human Resources Intervention

If it is determined that the complaint is regarding allegation(s) of a violation of law, as defined in Article 24.E, the Ombudsperson will immediately refer the complaint to Human Resources. Per Article 24.H.5 and 24.H.6, a faculty member will be notified and presented with the student concern intake form within five (5) working days of the receipt of the complaint. Any reporting requirements under State and Federal Law will be followed.

- i. Any complaint processed using Path 4 will not subsequently be reviewed through the Article 17 process. Any specific complaint cannot be processed more than once.

3. In situations where a student concern has both Path 2 and Path 3 issues, the concern will be forwarded to the faculty member and the dean will schedule a meeting within ten (10) days to

discuss the Path 2 issue. After the conclusion of the Path 2 issue, a meeting for Path 3 will be scheduled by the dean unless the faculty and dean agree it is unnecessary.

4. Situations involving a student believing they have been bullied are considered to be a Path 2, except where discrimination or harassment are involved. In these situations the Ombudsperson will forward the concern to be processed through Path 4 (Article 24). Notification of Path 4 issues will be provided to Association President.
5. If the faculty member has concerns about the path chosen, they may contact the Association President. The Association President or designee will review the decision with the Associate Vice President of Human Resources or designee to make a final determination.
6. All Path 2 and Path 3 concerns will be resolved within a thirty (30) working day timeline. If the situation cannot be resolved by the thirty (30) working days, the faculty member will be notified and provided a estimated date for conclusion.
 - a. If a student does not respond to a request for information or request to meet within thirty (30) working days, and the College does not have enough information to continue the investigation, issue will be closed.

E. Collaboration

1. The Ombudsperson, Vice President of Student Development, Associate Vice President of Human Resources, and Vice President of Instruction will meet with the Association President and three additional faculty members annually to assess the process, discuss scenarios and path placement.
2. The Faculty Association President, or designee, and the Ombudsperson, or designee, will provide a joint training for the Instructional Administrators and Faculty Senate in 2021-2022 academic year.

ARTICLE 18

GRIEVANCE PROCEDURE

A. Intent and Scope

1. The purpose of this procedure is to provide an orderly method of resolving grievances. A determined effort will be made to settle any such differences at the lowest possible level in the grievance procedure. Meetings and discussion involving grievances and grievance procedures will be scheduled so as not to interfere with the faculty member's duties.
2. The resolution of grievances arising out of misrepresentation or improper application of specific terms and conditions of this Agreement will be submitted for solution in accordance with the provisions of the grievance procedures.

B. Definition

1. Grievance: a grievance means a dispute about the interpretation or application of a specific provision of this Agreement.
2. Grievance procedure: grievance procedure refers to the settlement process of the grievance.
3. Grievant: any faculty member, members of the Faculty Association or the Faculty Association who believes that rights granted under this Agreement have been violated can initiate the grievance procedure.
4. Parties directly involved: the phrase "parties directly involved" refers to the grievant, the administrator who made the decision or took the action which is being grieved, and any administrator who has given a decision in the grievance procedure.
5. Days: the term "days" when used in this Article will, except where otherwise indicated, mean College working days of the grievant. Weekends, holidays, or management non-service days are excluded.

C. Time Limit for Filing

A grievance must be submitted within twenty (20) College working days of the date the employee knew of or had reasonable cause to know of the alleged violation of the Agreement that gives rise to the grievance.

D. Notification

If a grievance is filed without the involvement of the Faculty Association, the Faculty Association President will be notified by the grievant within a reasonable time of the filing.

E. Procedure Guidelines

1. The grievant has the right to request assistance and representation of the Faculty Association by notifying the Association President of his/her intent to file a grievance.
2. A Faculty Association representative has the right to be present and to assist in the resolution of the grievance at each step of the procedure. The administrator is entitled to have the assistance of another administrator in the grievance process.
3. The grievant and the other parties directly involved (hereinafter called the "parties") will be paid their regular rate of pay for time scheduled by management during their regularly scheduled working hours for resolving the grievance.
4. The parties will notify their supervisors for approval when it is necessary for them to be away from their work in connection with any processing of the grievance.
5. Time limits may be reduced or extended by mutual agreement.
6. The power, function, and content of Board prerogatives, policies and College regulations will not be subject to grievance and/or arbitration, except for those delegated, granted, or modified in this Agreement.
7. The Association may file a formal grievance on behalf of its membership at any time.

F. Informal Procedure

1. The grievant(s) will discuss the grievance with the administrator(s) who made the decision or took the action being grieved (hereinafter called the administrator) within twenty (20) working days as prescribed in Section C. Every effort will be made by all parties to resolve the issue(s) in the informal steps.
2. The steps for the informal grievance procedure are as follows.
 - a. The grievant should identify the grievance as a grievance.
 - b. The grievant shall meet with the administrator and identify the meeting as the first step in resolving a grievance through the informal process.
 - c. Upon notification, the administrator will respond within a reasonable time, not to exceed five (5) working days.
 - d. If the grievant is not satisfied with the resolution of the grievance provided by the administrator(s), the grievance will proceed to the

appropriate Vice President within a reasonable time, not to exceed five (5) working days.

- e. Upon notification, the Vice President will meet with the grievant within five (5) working days and following the meeting, respond within a reasonable time, not to exceed five (5) working days.
- f. If the grievant is not satisfied with the resolution of the grievance provided by the Vice President, he/she may proceed to utilize the formal grievance procedures within a reasonable time, not to exceed five (5) working days.

G. Formal Procedure

1. Step 1 - Human Resources

The grievant shall prepare a written statement of the acts including the clause(s) of the Agreement alleged to be violated and the remedy sought (hereinafter referred to as the grievance statement). The grievance statement will be the basis for any further formal consideration of the grievance and will not be materially altered when presented for consideration at the various steps in the grievance procedure. The grievant will submit the written statement to the Human Resources Director within ten (10) days following the response of the Vice President in the informal process. A meeting between the grievant and the Human Resources Director will occur within five (5) days of the submission of the written statement. The Human Resources Director shall answer in writing within ten (10) days after such meeting.

2. Step 2 - College President (Optional Step)

If there is no resolution to the grievance in Step 1, the College President may review the grievance at the request of either party or on his/her own volition. To do so, the President notifies the Association President and the grievant(s) in writing that he/she has the grievance under review. The College President has ten (10) working days to achieve a resolution after the Association President receives written notice.

3. Step 3 – Arbitrator

- a. The formal grievance responses from Step 1 and from Step 2 (if Step 2 was used) will be reviewed by the Association. If the Association determines that the grievance will be appealed to arbitration, the Association will file a written notice of a request for arbitration with the College President within ten (10) working days.
- b. Within five (5) working days after such written notice of submission to arbitration, the College President or designee and the Association President or designee will agree upon a mutually acceptable arbitrator and will obtain a commitment from the arbitrator to serve. If the parties are

unable to agree upon an arbitrator or to obtain a commitment within five (5) working days, a request may be made to the Oregon Employment Relations Board by either party for a list of five (5) arbitrators on the ERB and the AAA list who reside in Oregon or Washington. Upon receipt of the list and by lot, the parties will alternately strike names until one remains.

- c. The arbitrator selected will hold hearings on the matter as promptly as possible and give a decision within thirty (30) calendar days of the close of the hearings or thirty (30) calendar days of receipt of post-hearing briefs if such have been submitted.
- d. The hearing and all other proceedings will be conducted according to the Voluntary Labor Arbitration Rules of the American Arbitration Association.
- e. The arbitrator(s) have no right to amend, modify, nullify, ignore, add to, or subtract from any provision of this Agreement. He/she will consider and decide only the grievance statement submitted in writing by the Board's representative and the Association. He/she will have no authority to make decisions on any other matters. The arbitrator(s) will be without power to make decisions contrary to, inconsistent with, nor modifying or varying in any way the applicable laws and rules and regulations having the force and effect of the law. The decision will be based solely upon interpretation or application of the terms of this Agreement to the facts of the grievance. The decision of the arbitrator shall be final and binding.
- f. The parties will equally share the cost of the fees and expenses of the arbitrator(s) and of a written transcript.

ARTICLE 19

FRINGE BENEFITS

- A. The College will provide medical, pharmacy, vision, and dental insurance. Faculty may select any plan level for which they qualify (i.e. single vs. family).
1. Health insurance plan coverage will begin on the first day of the first full month of employment. A faculty member who starts mid-month (e.g. mid-September) and wishes to pay the full month's premium to acquire health insurance immediately may do so provided it is possible for the College to provide insurance.
 2. Medical Coverage
 - a. For any faculty member who selects Kaiser 1, their contribution will be 13% of the premium for medical and pharmacy. A Kaiser 1 enrolled faculty member's maximum annual contribution to all health, pharmacy, vision, and dental insurance premiums shall be no more than 10% of the salary stated for Step 0 of the Salary Schedule listed in Article 21.
 - b. For any faculty member selecting a Moda plan or Kaiser 3, the College will contribute an amount equivalent to 100% of Moda Plan 6 or closest equivalent plan available from OEBC premium and 80% of the maximum health savings account (HSA) contribution allowed by federal law, excluding the "catch-up" for faculty over the age of 55. This amount can be used for paying premiums and/or contributions to HSAs. In the situation where a plan equivalent to Moda Plan 6 is no longer available, the College will contribute no less than the previous year's total premiums and HSA amounts increased by the average OEBC percentage increase for that year.
 - c. A faculty member who selects a family plan under either Moda Plan 2 or closest equivalent plan available from OEBC will receive an additional \$1,000 annual amount added to the amount described in Section ii above.
 3. Health Savings Accounts (HSA)
 - a. Health savings account contributions will be available in two payments. Twenty-five percent (25%) of the maximum HSA contribution allowed by federal law will be submitted to the HSA provider no later than the 15th day of the month in which the medical plan year begins. The fifty-five percent (55%) of the maximum contribution will be submitted to the HSA provider no later than the 15th day of January. New HSA participants will have their plans open in compliance with IRS regulations on the 1st day of the plan year.

- b. The college will provide, at no cost, an HSA account for active employees and covered retirees and for any other OEGB covered family member who does not qualify as an IRS dependent.
 - 4. A faculty member's contributions toward dental insurance premium costs will be 13% of the premium.
 - 5. The college will pay the full vision premium costs.
 - 6. The College will continue to support FSA accounts and/or FSA-limited accounts for faculty.
 - 7. Neither party intends that any confidential health information be disclosed for the purpose of meeting these contractual obligations.
- B. The Association and College agree that during the hiatus between contracts, benefits levels will be maintained.
 - C. The College will provide group life insurance amounting to two (2) times the basic contract salary (rounded to the nearest \$1,000) of the faculty member.
 - D. The College will provide group accidental death and dismemberment insurance amounting to two (2) times the basic contract salary (rounded to the nearest \$1,000) of the faculty member.
 - E. The College will provide long-term disability insurance, for approved benefit claims beginning after the 90-day elimination period, at a level equal to what was provided during the 2007-2008 academic year.
 - F. The College will maintain its contributions of FICA, Public Employees Retirement, Unemployment Insurance and Workers' Compensation Insurance. The College will pay the employee's contribution to the Public Employees Retirement System (PERS). In the event that during the life of this agreement it becomes impossible for reasons of law, regulation or decisions of the court for the College to pay the six percent (6%) employee contribution to PERS, then that sum shall be contributed on behalf of the employee to a retirement benefit such as a state retirement account, district-approved TSA identified by the employee, or other individual retirement account. The intent of the parties is that the employees will be "made whole" in terms of the six percent (6%) retirement benefit.
 - G. The College will maintain the current tuition waiver plan for faculty members, their spouses/domestic partners and their eligible dependents eligible through age 23. Faculty members and their spouses/domestic partners will pay only course specific fees.
 - H. The College will provide a swim pass for faculty members, their spouses/domestic partners and their dependents through age 23.
 - I. The College will maintain voluntary payroll deductions for tax-sheltered annuities, supplemental life insurance, United Way, and other mutually agreed upon voluntary

deductions. The Association grants the right and authority to the Board and its representatives, upon notification, to automatically make individual membership adjustments for cost increases in voluntary premium deductions whenever they occur. The Association will further hold the district harmless for any cost increases in these voluntary premium deductions.

- J. For all faculty initiated deposits (College approved vendors for HSA, FSA, TSAs, 403b/457, etc) the College will deposit the monies no more than 20 working days from the date the pay was requested to be withheld. Faculty are required to submit all necessary forms to Payroll by the monthly payroll deadline.
- K. The parties agree to review, if requested, the carrier and benefits listed in this Article of any fringe benefit program. By mutual agreement, changes in the fringe benefit programs may be made for each of the years in this contract.
- L. A district health benefits committee serves as a common information source to the Association membership and all other groups for all represented and non-represented district-funded staff. The Association will participate in and appoint two of its members to serve on the committee. The committee will function to create a consensus of all members on a recommendation of health insurance coverage. The committee cannot make changes to benefits, but is for information dissemination and collection and consideration of plan/benefits options. All recommendations by the committee will be considered following Section J.
- M. Faculty benefits committee members who are needed during the summer for meetings will be compensated at their daily rate for each meeting.

ARTICLE 20

PLACEMENT AND ADVANCEMENTS

A. Placement

1. The initial placement for each faculty employee will be based on the following criteria:
 - a. Without Master's Degree Step 12
 - b. Master's Degree Step 11
 - c. Doctoral Candidacy/ABD (All But Dissertation) status Step 10
 - d. Earned Doctorate degree Step 9
2. One (1) step for each year of full-time College teaching experience.
3. One-half (1/2) step for each year of full-time public or private school teaching.
4. One-half (1/2) step for each year of full-time commercial and industrial work experience where directly applicable to subject field.
5. Initial placement shall not exceed more than four (4) steps for teaching and/or work experience.
6. Initial placement under 1.c. and 1.d. above will occur only if the advanced degree is related to the faculty member's assigned duties.
7. The College reserves the right to make exceptions above this maximum initial placement at the College President's discretion for unusual situations.
8. Faculty will receive the College "pickup" of PERS once they have met their eligibility based on Oregon statutes.
9. Faculty hired in a non-tenure track position who are subsequently hired into a tenure track position will receive any step increase earned by their service in the non-tenure track position.

B. Advancement

1. The dean for each division will recommend to chief academic officer any faculty member's salary schedule advancement or non-advancement.
2. The chief academic officer will recommend to the College President salary schedule advancements and non-advancements. The College President will make his/her recommendations to the Board who will make the final decision on the recommendation.
3. The Faculty Association may recommend guidelines, standards, and criteria for advancement to the College management, but such recommendation is advisory only.

4. Professional-level performance includes, but is not necessarily limited to, the following minimum criteria:
 - a. professional knowledge of one's subject area
 - b. substantial compliance with course outlines and outcomes
 - c. preparation of relevant lesson presentations
 - d. adequate attendance at classes
 - e. reasonable retention of class sizes from start of term to end of term
 - f. satisfying relevant instructional needs of the students
 - g. adequate learning rapport between the instructor and students
 - h. adequate student involvement in the learning process
 - i. adequate classroom order and control
 - j. satisfaction with the duties stated in the faculty member's job description
5. Faculty members who have not met the minimum criteria for professional-level performance will be subject to non-advancement and/or dismissal.
6. A one-step advancement for completion of doctoral candidacy/ABD or for earning a doctorate degree will occur only if the advanced degree is related to the faculty member's assigned duties.

C. Definition of Doctoral Candidacy/ABD

Doctoral candidacy/ABD is defined as the step in the completion of a Ph.D., Ed.D., D.M.A., or other doctoral degree program where all course work has been completed except for the dissertation (ABD). The individual has passed any candidacy examination(s) required by their graduate school. Verifiable documentation of candidacy may include a letter from the institution conferring candidacy status or official transcripts indicating candidacy status has been achieved.

ARTICLE 21

SALARY PACKAGE

A. Salary Schedule Index

The salary schedule below shall be the official salary schedule for all employees in the bargaining unit effective upon ratification of this Agreement and limited to the duration of this Agreement, except by mutual written consent of the parties. The yearly salary schedule index will be posted on the web and include Daily, ILC, Summer Teach and Extra Teach rates.

Full-time Faculty Salary Schedule

Step	2019- 2020	2020- 2021
0	\$94,776	\$97,622
1	\$90,695	\$93,418
2	\$86,789	\$89,395
3	\$83,052	\$85,545
4	\$79,476	\$81,861
5	\$76,054	\$78,336
6	\$72,779	\$74,963
7	\$69,645	\$71,735
8	\$66,646	\$68,646
9	\$68,776	\$65,690
10	\$61,030	\$62,861
11	\$58,402	\$60,154
12	\$55,887	\$57,564

B. Schedule Adjustments & Step Advancements

1. The four and one-half percent (4.5%) increase between steps will be maintained.
2. The amount of COLA for fiscal year 2020-2021 will be increased by three percent (3%), as shown above. The amount of COLA for the fiscal year 2021-2022 will be increased by the average of the Consumer Price Index-U for Seattle and San Francisco, published February, but shall be neither less than one percent (1%) nor greater than three percent (3%). Human Resources will publish the upcoming salary schedule by March 31 of each year.
3. During the term of this agreement, cost of living adjustments will occur at the start of a faculty member's service calendar. Faculty shall move to the next step of the Salary Schedule effective the first term of their employment in the fiscal year.

C. Longevity Pay

1. At the start of the fiscal year, faculty who have served five (5) or more years at Step 0 will receive a longevity pay of \$2,750.
2. At the start of the fiscal year, faculty who have served two (2) to four (4) years at Step 0 will receive a longevity pay of \$1,750.

ARTICLE 22

RETIRED FACULTY

A. Written Notice of Retirement

To receive incentive pay or fringe benefit payments under this Article, faculty must give the College written notice of retirement on or before the Friday of the first week of instruction in the academic term in which the retirement will occur. The faculty member must work, either as an active employee or a working retiree, through the end of an academic term at their daily rate of pay on the salary schedule.

B. All tenured retiring faculty members will be entitled to the benefits listed below:

1. Tuition Waivers

Retired faculty members and their spouses or domestic partners and eligible dependents through age 23 shall receive tuition waivers as granted to regular full-time faculty members. Faculty members and their spouses/domestic partners will pay only course specific fees.

2. Teaching Assignment

- a. A retired faculty member shall be paid at a rate prorated at the base rate for his/her educational level and will receive support assistance equivalent to that of part-time instructors.
- b. By mutual consent of the College and the retired faculty member, a retired faculty member may teach up to the maximum allowed by PERS, but no more than forty-five (45) ILCs, or the equivalent for non-ILC loaded instructors.
- c. With satisfactory review, as identified in sub-paragraph B.3 of this article, retired faculty members will be guaranteed the opportunity to teach up to three (3) or four (4) ILCs per term and up to nine (9) to twelve (12) ILCs per year with the exception of regular faculty who teach laboratory classes. Loading for laboratory classes will be 6.25 ILC's per term or 18.75 ILC's per year at the same rate of pay listed above. A request by a retired faculty member to teach up to the limits cited above will be honored unless program needs cannot be adequately met by such assigned teaching.
- d. Retired faculty members have the responsibility to notify the appropriate dean in a timely manner of their availability to teach. Timely notice is the same time that the full-time faculty members decide their schedules. Retired faculty will be notified by the College of available courses in a timely manner.

- e. College email addresses of retired faculty will be maintained by the College. The email account will remain active for 14 months after the last teaching assignment unless a faculty member notifies the dean sooner that they are no longer interested in teaching. If after 14 months, the faculty member has not notified a dean of the desire to teach, the email account may be removed. Should a faculty member notify a dean at a later time that they would like to teach, the email address will be provided and remain active per the parameters outlined above. These email addresses are to be used only for College business and are subject to the College's appropriate use policy.
- f. Regarding office hours, a retired faculty member has the option to be available for student consultation before or after class, by email, or by phone. The method will be communicated in the course syllabus.
- g. A retired faculty member shall receive one hour per term of paid sick leave per ILC. Unused sick leave will accumulate up to a maximum of 80 hours and be available for use in subsequent academic terms. Sick leave allocation will be reviewed annually by HR to make sure it meets the minimum allocation required by law and will be provided the results to the Association President to make sure it meets the minimum allocation required by law.
- h. When a retired faculty member substitutes for another instructor who is absent because of jury duty, illness, bereavement, or emergency leave of short duration (one (1) to five (5) days), he/she will be paid per hour by dividing Step 0 of the daily rate by seven (7) hours. Duration of six (6) or more days or more than ten (10) percent of the class load will be ILC loaded at the retired faculty rate.
- i. A retired faculty member and another faculty member may mutually agree to exchange instructional class time to provide coverage for a planned absence of short duration (one (1) to five (5) days).

3. Evaluation of Retiree Teaching

- a. Retired faculty who continue to teach for the College will have a formal evaluation conducted by their dean once every forty-five (45) ILCs or three (3) years, whichever comes first. The evaluation will include a self-report. A classroom observation will be conducted by the dean or another full-time faculty member within the discipline, as mutually agreed between the faculty member and retiree.
- b. When concerns related to a retiree's performance arise the appropriate dean will discuss the matter with the retiree in a personal conference. If the concern is addressed no further action is necessary.

If the concern is not addressed the retiree will be provided due process. Article 16 provisions for the evaluation process will be followed, up to and including a plan of assistance.

- c. No retiree can be terminated without just cause.
- C. Faculty members who have served the College for a minimum of ten (10) years continuous district service immediately prior to retirement from the College and who are at the top two steps will be entitled to the following benefits:
- 1. Fringe Benefits
 - a. Faculty who are not yet Medicare-eligible and retire will choose between:
 - (1) Any employee-only medical insurance benefits plan offered (with 100% of the premium paid by the College), with coverage up to the age of Medicare eligibility. In addition to the premium, faculty choosing Moda Plan 6 or Kaiser 3 or closest equivalent plan available from OEBC will receive eighty percent (80%) of the maximum health saving account (HSA) contribution allowed by federal law, excluding the “catch-up” for faculty over the age of 55.
 - (2) A subsidy equal to the two-party Moda Plan 6 or closest equivalent plan available from OEBC premium and eighty(80%) of the maximum health savings account (HSA) contribution allowed by federal law, excluding the “catch-up” for faculty over the age of 55. This subsidy will be in effect for a maximum of four (4) years from the date of retirement for the faculty member, but not beyond the age of Medicare eligibility. Faculty members are eligible for this option only if this faculty member qualifies for two-party coverage. This subsidy may be allocated in whole or in part for any College medical, dental, vision, and/or life insurance benefit plans for the faculty member, the faculty member’s spouse, IRS dependent(s), and/or domestic partners. Any premium costs not covered by the subsidy will be borne by the retired faculty member. A retiree who becomes ineligible for two-party coverage reverts to the provision in 1a above.
 - b. Faculty members will have those retiree fringe benefits stated in the collective bargaining agreement in effect on the date of retirement.
 - c. Retired faculty members, spouses, eligible dependents, and/or domestic partners will have the right to participate in the College's medical, dental, vision, and life insurance plans on a self-pay basis with the same age restrictions that full-time faculty have.
 - 2. Early Retirement Incentive
 - a. Faculty hired after January 1, 2000, are ineligible for incentive pay under this Article.
 - (1) Retirement before age fifty-five (55) with thirty (30) years creditable service under PERS - receive incentive pay of \$25,363

- (2) Retirement at age fifty-five (55) through fifty-eight (55-58)- receive incentive pay of \$25,363
 - (3) Retirement at age fifty-nine (59) - receive incentive pay of \$19,032
 - (4) Retirement at age sixty (60) - receive incentive pay of \$12,681
 - (5) Retirement at age sixty-one (61) - receive incentive pay of \$6,341
 - (6) Retirement at age sixty-two through sixty-four (62-64) - receive incentive pay of \$2,700.
 - (7) Retirement at the age of sixty-five (65) or older will receive no incentive pay.
- b. The incentive pay listed above will be subject to prorating for faculty members who have a reduced contract during the last ten (10) years prior to early retirement. Pro-ration of early retirement incentive is equal to the total ILCs for the prior ten (10) years, not to exceed forty-five (45) ILCs for any given year, divided by four hundred fifty (450) ILCs.

ARTICLE 23

REDUCTION IN STAFF

A. Need for Reduction in Staff

In the event of financial exigency and/or budget reduction or course reductions, program changes, program or course eliminations, or decreased student enrollment as the College Board determines and in accordance with Article 1, the Board will determine the number of faculty members to be eliminated and will implement such reductions in staff after the process described in this Article has been accomplished.

B. Determining Procedures

The position(s) to be eliminated will be based upon seniority in the bargaining unit providing the remaining faculty are qualified to teach the courses to be offered including requisite accreditation, industrial certification and third-party contractual obligations.

C. Procedural Conditions

1. In the implementation of a reduction in staff, no faculty member will be laid off as long as part-time instruction equivalent to one FTE instructor exists, the full-time instructor is qualified to teach each of the courses, and the faculty member is able and willing to teach the combination of courses at the days and times that the courses have been scheduled (if the schedule is fixed) or at the days and times that the courses reasonably can be scheduled (if the schedule is not yet fixed).
2. Any classes beyond a full load for full-time faculty will be first offered to qualified faculty on layoff status at pro rata pay, based upon the faculty member's salary at the date of termination.
3. In developing a list for reduction in staff, the College Board recognizes that instruction is a most vital function of the College, and reduction in staff should reflect this dedication to preserve the instructional mission and goals of the College.
4. In the event of an actual reduction in staff, no management employee, regardless of prior faculty bargaining unit service, will be assigned any faculty bargaining unit work in excess of previous standards if such assignment results in layoff of a faculty member.

D. Seniority

When more than one faculty member in the bargaining unit is qualified to occupy a position which is not being eliminated or reduced, seniority will be the determining factor in all actions regarding reduction in staff. Seniority will be the total length of unbroken full-time service (fifty percent (50%) or greater) within the full-time faculty bargaining unit with the College. For the purpose of determining seniority, all authorized leaves will be considered as time worked.

The length of continuous service will be determined by applying the following criteria in descending order:

1. first date of full-time contracted employment
2. date of Board presentation
3. first date of acceptance signature on employment contract agreement
4. first date of acceptance on a letter of intent to accept full-time employment with the College District or its predecessors
5. by drawing lots.

E. Reassignment

When a faculty member accepts a reassignment because of staff reduction, his/her seniority benefits, including faculty tenure, are maintained.

F. Layoff Rights and Status

1. Faculty members who are unemployed because of reduction in staff will have their medical insurance benefits paid by the College for a period not to exceed three (3) months, provided they are (a) not employed elsewhere, (b) not covered by a spouse or domestic partner, or (c) not covered by any other source.
2. Faculty members whose contracts have not been renewed due to reduction in staff may elect to go on layoff status. Faculty members on lay off status may maintain their seniority (bumping) rights for one year. This time may be used to complete a professional development plan agreed upon by the College President and the faculty members that would qualify or update their qualifications to teach in the following year.
3. Faculty members on layoff status will be placed on a re-employment list for three (3) years.
4. A faculty member on layoff status must register availability with the Human Resources Office by the last working day of each quarter, including summer. Failure to register or to respond to a job offer within ten (10) working days will terminate his/her layoff status and all employment rights for that quarter.
5. Full written explanation of all obligations and rights pertaining to layoff will be provided by the Human Resources Director of the College to members electing to go on layoff status.
6. Faculty members shall be notified of re-employment opportunities by certified mail with return receipt requested sent to their last known address. Faculty are responsible for maintaining a current address on file with the Human Resources Office.

7. Faculty members on the re-employment list will be able to continue at their own expense fringe benefit coverage available to them while on layoff status. Faculty members on the re-employment list will be sent announcements of staff openings.
8. The Faculty Association will be provided with a re-employment list as well as announcements of staff openings and copies of all communications to faculty related to layoff status.

G. Timely Notice

Notice of layoff to affected individuals because of a reduction in staff will be given in sufficient time to allow at least one additional full term to be completed before layoff is implemented. In such cases where a full instructional load is not available during this one (1) additional full term, reassignment to other areas of the College may be used to provide a load equivalent to a full-time load until that individual begins layoff status.

H. Right to Recall

1. A full-time faculty member whose contract is not renewed as a result of this reduction in staff procedure will have the right to be recalled to any open district- funded position in the bargaining unit provided that the individual is determined to be qualified for the position by the College President and meets the requirements of OAR 589-008-0100 and current administrative regulation 5060-F, dated in the academic year 2008-09. The right to recall shall extend three (3) years from the date of layoff.
2. If a position not funded by College general funds becomes available during the recall period, the College will offer the position to the laid-off faculty member if he/she is qualified for the position, satisfies any applicable requirements of the grant or contract or of the granting or contracting agency, and agrees to a minimum time period for the assignment (if one is specified) in order to ensure continuity. The faculty member may accept the position but retain the right to be recalled to a district-funded position. That recall right can be exercised during the three-(3) year recall period, after completing any agreed-upon minimum service period in the grant or contract-funded position. The faculty member may reject the grant or contract-funded position and remain on the recall list.

I. Grievance

Decisions made by the College Board under the provisions of this Article shall be subject to the grievance procedure of this Agreement provided that:

1. In order for such a grievance to be filed in a timely manner, the affected faculty member may not initiate his/her grievance until the provisions of G. have been followed by the College.

2. For the purposes of this Article, the grievant has the burden of proof to demonstrate that the College Board's decision(s) under a reduction in staff should be overturned or modified only because the procedures of this Article were not properly applied.

J. Non-District-Funded Positions

1. If the grant or special contract terminates and if the faculty member has four (4) years of service in the faculty bargaining unit with satisfactory evaluations, the faculty member will be offered, if available, and without utilization of the normal recruitment and selection process, an open position in the same instructional area. If a District-funded position is offered, the first year in the new position cannot be used as the last year of probationary status. The faculty member cannot bump into a position that is not vacant. If the faculty member meeting the criteria of this section is not offered or does not accept another position, he/she will be laid off.
2. If the faculty member is laid off, he/she will have the right to recall to the position held before layoff, if the grant or special contract is restored. The faculty member will also have recall rights (a) to an open position in the same instructional area or (b) if no such position exists, to another open position if the faculty member is determined qualified for such position by the College President, based on the job description and announced selection process criteria. The right of recall shall extend three (3) years from the date of layoff.
3. If fewer than all faculty positions in the program are being eliminated, seniority among faculty in the program who are qualified to do the remaining work will determine the order of layoff.
4. The non-District-funded faculty member will be given the same length of notice as described above for faculty in District-funded positions provided that the College has received sufficient advance notice of the reduction or elimination of the special funds or program.
5. The laid-off non-District-funded faculty member who is unemployed is entitled to the same medical insurance continuation as a laid-off faculty member in a District-funded position.
6. These provisions regarding reduction in staff do not apply to the normal, scheduled conclusion of a non-District funded, temporary program.
7. These provisions do apply if a faculty member in a non-District-funded position is bumped by a faculty member who is being laid off from a District-funded position.

ARTICLE 24

EQUAL EMPLOYMENT OPPORTUNITY, NON-DISCRIMINATION, AND DISCRIMINATION/HARASSMENT COMPLAINT PROCEDURE

- A. The College and the Association are in agreement with the policy and practice of providing equal opportunity and consideration to all candidates for employment and to all employees irrespective of age, gender, race, color, religion, physical or mental disability, national origin, marital status, sexual orientation, pregnancy, veteran's status, familial relationship, expunged juvenile record or other status or characteristic protected by law, or association with individuals in such protected status or characteristic.
- B. The College and the Association are committed to maintaining a respectful working and learning environment with a zero tolerance policy regarding all forms of discrimination or harassment. It shall be the responsibility of all college members to maintain a work and educational environment that is free from such harms.
- C. The College and Association will cooperate in making reasonable accommodations to applicants and employees with disabilities.
- D. No part of this article is meant to limit an individual's right to access legal processes regarding discrimination.
- E. The following definitions will be used when addressing complaints under this article.
 - 1. Discrimination is a legal term referring to conduct that treats an individual unfairly or differently based on a protected class as described in A.
 - 2. Harassment is a form of discrimination based on a protected class as described in A, including any conduct that has the purpose or effect of creating an intimidating, hostile, or offensive work environment or of unreasonably interfering with an individual's performance as an employee, student, College visitor, or member of the College community.
 - 3. Sexual harassment is a legal term referring to any unwelcome sexual advances, requests for sexual favors, and other unwelcome verbal or physical conduct of a sexual nature.

F. Academic Freedom

The academic environment is one where the exploration of ideas and material is expected and encouraged. Not all of these ideas and materials, or the discussion engendered by them, will be, or should be, agreeable and acceptable to every individual. In fact, the search for knowledge has always created disagreement and controversy. It is one of the most basic tenets of the academic environment that the free discussion of ideas, no matter how unpopular the ideas are or how uncomfortable individuals may be made by the ideas, is essential to achieve the purposes of

postsecondary education. Discomfort, no matter how real or intense, within the content of academic discourse, should not be the basis of a charge of discrimination.

G. Faculty Members Subjected to Discrimination or Harassment

1. Any faculty member who believes himself/herself to be subjected to discrimination is not required to, but may discuss the matter with the alleged harasser. If the concern is not resolved informally, the faculty member may make a formal complaint either orally or in writing with the Human Resources Director or Affirmative Action Officer.
2. At the request of the faculty member, an Association representative will be included to support the faculty member through the process.
3. Complaints shall follow the process in section I.

H. Faculty Members Accused of Discrimination or Harassment

1. If a student files a complaint of discrimination by a faculty member and the initial investigation determines that no discrimination or harassment was involved, the complaint shall immediately revert to the Article 17, informal procedure. If the discrimination process is used beyond the initial investigation step, the complaint cannot be refiled under Article 17, which means a specific complaint cannot be processed more than once.
2. The just cause and discipline processes contained in this agreement will apply to the complaint investigation and resolution process. The chief academic officer will be responsible for corrective action if deemed necessary. In the event such corrective action includes discipline and/or becomes part of the faculty member's permanent personnel file, the faculty member shall have recourse to appeal the action through the grievance procedure.
3. Faculty members accused of discrimination may have an Association representative to support the member throughout the process.
4. A faculty member acting within the scope of his/her duties will be represented by the College's legal counsel in any legal proceeding arising out of a complaint of discrimination.
5. A faculty member accused of discrimination will be notified and presented with the complaint within five (5) working days of receipt of the complaint. The Affirmative Action Officer or Director of Human Resources may request a five (5) day extension through the Faculty Association President.
6. A faculty member whose actions are the subject of a complaint will be provided an opportunity to learn the identity of his/her accuser, review relevant documentation, review any evidence used in the investigation or subsequent actions, review all charges against him/her, and to respond to the allegations prior to any final determination.

7. A faculty member who is accused of discrimination will be treated with courtesy and respect. The accused will be considered innocent until a final determination can be made regarding the allegations.
8. If an investigation is begun and dropped, the Human Resources Director and/or Affirmative Action Officer will notify the faculty member of the decision to terminate the investigation.
9. Complaints shall follow the process in Section I.

I. Formal Procedure for Filing a Complaint

The Human Resources Director and Affirmative Action Officer will see that complaints are investigated in a fair and unbiased manner, that attempts are made to resolve complaints informally with all parties, that advisors and legal counsel are consulted, and that a final determination is made.

1. Anyone who believes himself/ herself to be subjected to discrimination must make the complaint within one (1) year of discovering the alleged action. However, it is most effective if the complaint is made as close to the time of the incident as possible.
2. The Human Resources Director or the Affirmative Action Officer will be notified immediately by any faculty member who receives a complaint of discrimination or retaliation.
3. The Affirmative Action Officer or Director of Human Resources (or designee) will complete an investigation within thirty (30) working days after receipt of the written statement of concern. The investigator will investigate the complaint using a variety of means including, but not limited to, meeting with the complainant, the alleged harasser and others involved in the disputed incident and collect supporting documentation.
4. Upon completion of the investigation, the investigator will prepare a preliminary report including interview summaries, supporting documentation, recommended solution, and/or corrective actions to be taken.
5. Within fifteen (15) working days of the preliminary report, the investigator will attempt to meet with the concerned parties to work toward resolution of the issue(s). The faculty member will have the opportunity to participate in the input process.
6. After the preliminary report has been discussed with the parties, a final version of the report will be sent within fifteen (15) working days to the complainant, the alleged harasser, and appropriate administrator(s), as determined by the investigator. The final report will contain a decision and an outline of actions proposed to remedy the situation.

7. If the parties accept the solution and/or findings, the matter ends. If a solution is not accepted or the findings are not satisfactory, either party may submit a rebuttal for the files within fifteen (15) working days of the date of the final report.

J. No Retaliation for Filing Complaint in Good Faith

No faculty member, will be fired, disciplined or in any other way retaliated against for having filed a complaint in good faith about possible violations of law and/or College policy, for requesting information, for cooperating in an investigation or otherwise participating in the procedure outlined in Section I, whether or not the charges were sustained. An accusation of retaliation shall follow the procedures for discrimination described in this article.

However, false allegations of discrimination are as serious a matter as discrimination and anyone filing a willfully false, misleading or retaliatory complaint is subject to discipline.

K. Confidentiality

Any investigative procedure is intended to be as confidential as possible. However, complete confidentiality is not possible in the context of a complaint because discussion of allegations is necessary during the investigation process, and these matters may become subject to possible future legal action.

L. Records

The complaint and all investigatory documentation, as well as a report of any findings and/or actions taken will be filed separately in the Human Resources Office in a secured filing cabinet. Access to and disclosure of these records will be strictly limited to the faculty member and their Association representative, the chief academic officer, Affirmative Action Officer, and Human Resources Director when the investigatory findings result in disciplinary action against the faculty member. If the investigatory findings do not result in disciplinary action, all records will be shredded within three (3) months of the final report. The faculty member will be notified. These records will not be released to anyone else except with prior written notice of at least five (5) days to the affected parties unless otherwise required by state or federal law or court order. All individuals given access to the records will be logged on the record jacket by name and date. If disciplinary action is taken and a record of the action is in the personnel file, regular rules governing personnel files will apply. Records will be kept in accordance with state and federal laws.

ARTICLE 25

FUNDING

- A. The parties recognize that revenue needed to fund the monetary benefits in this Agreement must be approved by established budget procedures and, in certain circumstances, by vote of the citizens.
- B. Employment and compensation is contingent upon revenue. The Board agrees to include, in its budget request, amounts sufficient to fund the employment and compensation provided by this Agreement. The Board has no intention of reducing the employment or compensation specified in the Agreement because of budgetary limitation, but cannot and does not guarantee any level of employment or compensation in the bargaining unit.
- C. If the College is closed for lack of funds or if a closure results in a loss of funds, no member of the bargaining unit shall be entitled to any of the monetary benefits provided in this Agreement for the period of time the College is closed.

ARTICLE 26

NO STRIKE - NO LOCKOUT

Both parties agree to abide faithfully by the provisions of this Agreement. The Faculty Association agrees not to engage in a strike during the term of this Agreement. The College agrees not to engage in a lockout during the term of this Agreement.

ARTICLE 27

SAVINGS CLAUSE

If any provision of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, compliance with the remainder of the agreement shall not be affected thereby, and upon the request of either the Board or the Association, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision; provided, however, that the provision of the no strike - no lockout article shall continue in full force and effect even though a satisfactory replacement is not achieved.

ARTICLE 28

FACULTY STAFFING RATIOS

- A. The College will maintain a fiscal year instructional ratio of at least sixty percent (60%) full-time (FT) to forty percent (40%) part-time (PT) faculty. This ratio can be accomplished through means currently available to the College such as non-filling of attrited positions or hiring full-time faculty or altering total instruction offerings.
- B. Each year by October 1 the college will provide to the Association a report detailing the number of district-funded, full-time faculty positions, the full-time/part-time instructional ratio, student full-time equivalency, and the data used to calculate that report. The Association will have until November 1 to notify the college of an error or omission in the report. When the Association gives such notice a representative of the College and a representative of the Faculty Association will meet to reconcile the differences. If the parties are unable to reconcile their differences, then either party may submit such differences to the grievance procedure. If the October 1 report shows the full-time percentage to be less than sixty percent (60%) (without rounding), the College and Association will collaboratively develop and mutually agree upon a plan to achieve the minimum ratio no later than November 15. In no instances will a Reduction in Force (RIF) result from the ratio alone.
- C. The FT/PT ratio is calculated by dividing the ILC's taught by full-time faculty by the total ILC's taught by full-time and part-time combined. To clarify, only the following ILC's are counted:
1. Includes all instructional and reassigned ILC's for full-time basic contracts.
 2. Non-ILC loaded faculty on daily contracts are converted to base ILC's for the purposes of computing the ratio. The conversion is calculated by dividing the days worked by 176 and multiplying by 45.
 3. Includes sabbatical and other approved leaves.
 4. Positions held vacant by mutual agreement under Section D., documented in an MOU, are included in full-time at forty-five (45) ILCs for each position, whether partially filled by a retiree or not.
 5. Includes retirees, not associated with a vacated position, in full-time.
 6. Includes extra teach in full-time.
 7. Includes hourly part-time work, converted to ILC's in part-time.
 8. Excludes ILC's from administrators teaching.
 9. Excludes "summer" term.

- D. If the ratio falls below 60/40, the Faculty Association will grant the College time to accomplish the ratio. If the College is below sixty percent (60%) full time, the College must achieve an annual improvement of at least one percent (1%) in order to reach this 60/40 ratio within a maximum of three (3) years. At no time may the ratio drop below fifty-seven percent (57%).
- E. This provision applies to positions vacated due to retirement, resignation, or dismissal. The college shall fill the vacancy with a full-time faculty member when the college offers or assigns at least fifty percent (50%) of the assignment taught by the attrited faculty member. These attrited positions shall be hired without review by the Hiring Priorities Committee. A position will be filled by the start of the following academic year, unless the College and Faculty Association mutually agree to change the timetable for hiring the tenure-track position, move the position to a different discipline, or not fill the position.

Within three (3) weeks of an announcement that a position will be vacated, the affected faculty and the dean will meet to discuss the need for refilling the position by reviewing the needs for the area and the faculty loading for the last three (3) years (classes, advising, etc.).

1. If the affected full-time faculty and the dean agree the current position and teaching assignment will remain unchanged, it will be filled for the next academic year.
 2. If the affected full-time faculty and the dean agree the position does not need to be filled immediately (e.g. retired faculty will continue to teach, position is undergoing department review), the position will be placed on hold for one year. This department agreement will be documented in writing and forwarded to the Faculty Association President and College President.
 3. If the affected full-time faculty and the dean agree the position will be revised, but 50% or more of the load would be taught within the department, the faculty and dean will create a revised position description and timeline for filling the revised position. This department agreement will be documented in writing and forwarded to the Faculty Association President and College President.
 4. If the affected full-time faculty and dean agree that more than 50% of the position is no longer needed within the department, the position will be released to the Hiring Priorities Committee only if needed for the 60/40 ratio. This department agreement will be documented in writing and forwarded to the Faculty Association President and College President.
 5. If agreement is not achieved, the position will remain open for one (1) year as the faculty members and dean work toward agreement.
- F. A Hiring Priorities Committee will be formed no later than November 1. An increase in faculty will follow the hiring process that begins with discipline faculty making recommendations to the Hiring Priorities Committee for review and setting priorities. This committee will make its recommendations to the College President only after a

period of review, hearings, and discussion. New positions created by an increase in the base will be the only positions included for consideration in this hiring process.

- G. The College will report the number of filled full-time faculty positions and the number of vacant full-time faculty positions quarterly to the Faculty Association.
- H. A position vacated by attrition will not be the sole determinant used as the rationale for program elimination.
- I. If an instructional program is eliminated or substantially altered the faculty member in that program must be qualified to teach an instructional load within the college for continued employment. If a qualifying load is not available, rights under Article 23 will be afforded the faculty member.


ARTICLE 29

TERM OF AGREEMENT

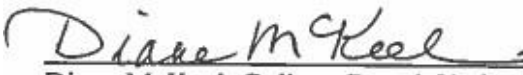
- A. This Agreement shall be binding upon the MHCC District College Board and the MHCC Faculty Association and its members. The Agreement shall remain in full force and effect from September 1, 2020 through August 31, 2022.
- B. The parties acknowledge that during the negotiation which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the College Board and the Faculty Association, for the life of this agreement, each voluntarily and without qualification agrees that the other shall not be obligated to bargain collectively unless mutually agreed. This shall be so even though subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement. All terms and conditions of employment not covered by this agreement shall continue to be subject to the Board's direction and control.
- C. Faculty members whose basic contract includes Summer term will receive pay based on the subsequent academic year salary schedule.
- D. After January 10 of the year in which this Agreement expires, the parties agree to begin negotiations for a successor agreement upon written notice by either party. Bargaining and the bargaining clock will be suspended during non-service periods (e.g. winter break, spring break, summer term, etc.).

IN WITNESS WHEREOF, this agreement has been duly executed by the parties this 30th day of October, 2019.

FOR THE COLLEGE



Dr. Lisa Skari, College President
Mt. Hood Community College District



Diane McKeel, College Board Chair
MHCCD Board of Education

FOR THE FACULTY ASSOCIATION



Cheryl Johnson, President
MHCC Faculty Association



Tambi Boyle, Bargaining Chair
MHCC Faculty Association

APPENDIX A

FACULTY VACANCIES ABOVE 60/40 RATIO

For the length of this agreement and in the circumstance where the 60/40 ratio has been met, the parties agree to allow up to seven (7) district funded vacancies that may be filled with part time and/or retired faculty. This process cannot be used to implement any program elimination.

The College will meet and confer with the Association in January of each year regarding the necessity of holding vacancies. All positions held vacant will be accounted for in the 60/40 ratio at forty-five (45) ILCs.

APPENDIX B

COSMETOLOGY SETTLEMENT

The Memorandum of Understanding dated November 30, 2015 for the Cosmetology ILC loading grievance will be extended for the duration of the current contract.