

MT. HOOD COMMUNITY COLLEGE DISTRICT BOARD OF EDUCATION

A meeting of the Mt. Hood Community College District Board of Education will be held on **April 17, 2019**, with a Budget Committee meeting at 6:00 p.m. and a Regular Session at 6:30 p.m. in the Board Room at Mt. Hood Community College, 26000 S.E. Stark St, Gresham, OR 97030.

AGENDA SESSION #980

ITEM	TIME	EXHIBIT	INFO / ACTION	AGENDA ITEM	PRESENTER
1.0	6:00 p.m.	CONVENE AS BUDGET COMMITTEE		CALL TO ORDER / DECLARATION OF A QUORUM / PLEDGE OF ALLEGIANCE	Jim Zordich
2.0				PUBLIC INPUT: <i>Anyone wishing to provide public testimony should submit their name and address on the blue public comment sheet to the Budget Committee Chair. Public testimony is limited to 3 minutes per speaker. Those wishing to testify as a group are encouraged to coordinate a single message. Group testimony will be limited to 5 minutes.</i>	
		2.1	Action	Consideration and Approval of the 2019-2020 Budget	Jennifer DeMent
		2.2	Action	Set the Tax Levy for 2019-2020	Jennifer DeMent
3.0				ADJOURN BUDGET COMMITTEE	Jim Zordich
4.0	6:30 p.m.	CONVENE AS MHCCD BOARD		CALL TO ORDER / DECLARATION OF A QUORUM	Diane McKeel
		4.1	Action	Approval of the Agenda	Diane McKeel
		4.2	Info	Correspondence	Lisa Skari
		4.3	Info	Outstanding Support Staff Awards	Lisa Skari, Al Sigala, Kim Sharer
5.0				PUBLIC INPUT: <i>Anyone wishing to provide public testimony should submit their name and address on the blue public comment sheet to the Board Chair. Public testimony is limited to 3 minutes</i>	

				<i>per speaker. Those wishing to testify as a group are encouraged to coordinate a single message. Group testimony will be limited to 5 minutes.</i>	
6.0				REPORTS	
		6.1	Info	Special Report: Head Start Training	Pam Corrie Greenough
7.0				BUSINESS/ACTION	
		7.1	Action	Consent Agenda: Approvals & Information a) Minutes – Board Retreat #976, February 23, 2019 b) Minutes – Board Work Session #977, March 13, 2019 c) Minutes – Board Regular Session #978, March 20, 2019 d) Monthly Personnel Report e) Monthly Financial Report f) Monthly Head Start Report g) Early Head Start Child Care Partnerships Grant Application for 2019-2020	Diane McKeel
		7.2	Action	Head Start Contract Ratification for July 1, 2018 through June 30, 2020	Travis Brown, Stephanie McGee
8.0				CLOSING REPORTS	
		8.1	Info	<ul style="list-style-type: none"> • Board Members (2 min each) • ASG Representatives (2 min each) • Advisory Representatives (2 min each) <ul style="list-style-type: none"> ○ Cheryl Johnson (FTFA) ○ Kim Sharer (CEA) ○ Marilyn Pitts (PFTA) 	
		8.2	Info	President’s Report	Lisa Skari
9.0				ADJOURNMENT	Diane McKeel
The next Regular Session meeting is scheduled for Wednesday, May 15, 2019 at the Mt. Hood Community College Main Campus.					
<i>Individuals requiring accommodations due to disability should contact Accessible Education Services at 503-491-6923 or aes@mhcc.edu</i>					



ACTION

MT. HOOD COMMUNITY COLLEGE DISTRICT BOARD OF EDUCATION BUDGET COMMITTEE

DATE: *April 17, 2019*

ITEM TITLE: 2.1

CONTACT PERSON: *Jennifer DeMent, Chief Operations Officer*

SUBJECT: CONSIDERATION AND APPROVAL OF 2019-2020 BUDGET

The 2019-2020 Proposed Budget is available online at mhcc.edu/BudgetOffice. Hard copies of the budget are available by request from the budget office.

RECOMMENDATION:

That the Budget Committee move to approve the Mt. Hood Community College District 2019-2020 budget of \$165,467,020 including the general fund budget in the amount of \$77,895,461 and all other budgets in the amount of \$87,571,559.

Approve the above resolution as presented.

James Zordich, Budget Committee Chair

Date



ACTION

MT. HOOD COMMUNITY COLLEGE DISTRICT BOARD OF EDUCATION BUDGET COMMITTEE

DATE: *April 17, 2019*

ITEM TITLE: 2.2

CONTACT PERSON: *Jennifer DeMent, Chief Operations Officer*

SUBJECT: SET THE TAX LEVY FOR 2019-2020

It is recommended the following property taxes to be imposed:

Fund	Type	Amount Subject to the Education Limitation:	Amount Excluded from Limitation:
General	Permanent tax rate	\$0.4917 / \$1,000 of assessed value	

RECOMMENDATION:

Approve the amount and/or rate of the property taxes.

Approve the above resolution as presented.

James Zordich, Budget Committee Chair

Date



OFFICE OF THE PRESIDENT
Lisa Skari, Ed.D
President
503-491-7211
Lisa.Skari@mhcc.edu

April 17, 2019

TO: The Board of Education
 Diane McKeel, Chair
 Jim Zordich, Vice Chair
 Tamie Arnold
 Teena Ainslie
 Annette Mattson
 Kenney Polson

FROM: Lisa Skari, EdD
 President

SUBJECT: Board Letter for April 2019

As we begin the final quarter of the year, things are in a bit of an enthusiastic frenzy. We are looking ahead to commencement, with the anticipation of the milestones achieved and the celebration of our students' success. At the same time, we are in the moment, rapidly trying to wrap up the projects we started this year.

One item we hope to finalize soon is the 2019 – 2021 biennial budget. On March 24th Directors McKeel and Arnold joined Al Sigala, me, and five student leaders at the Joint Ways and Means Committee. Kenneth Mendoza, our ASG Legislation Affairs representative, had the opportunity to testify, and offered compelling comments on how the budget affects students. Our advocacy work will continue with upcoming events like Community College Business Partner Day on April 18th.

Nationally, the administration released its budget, with little good news. The positive notes include increased funds available for national CTE programs (\$7.4 million to \$20 million), a \$60 million bump to support pre-apprenticeship programs, and level funding for Pell Grants. The maximum award remains at \$6,195, but still short of the increases requested. Other programs did not fare well. The budget eliminates Supplemental Educational Opportunity Grants and cuts the Federal Work Study (FWS) program by over 55%. Other proposed cuts affecting our college include the elimination of Title III – Strengthening Institutions program; transforming Federal TRIO programs into a single State formula program, and a 24% reduction in adult education state grants. We continue to share the impact of the cuts with our congressional staff.

A few recent highlights that demonstrate progress toward our goals include:

Learner/Student Success: Improve student outcomes

Retention: MHCC is working with All Hands Raised on a project to improve retention. The campus team identified that a sense of belonging among students, particularly students of color, is a primary driver of retention and completion. To dig at those root causes, they are working to shift to a culture of student success where faculty and staff take a greater sense of ownership for success of every student. The team is working with faculty to understand the current strategies faculty use when students miss classes, and how to collaborate across departments to facilitate a personalized outreach strategy. John Hamblin is the lead for the cross-disciplinary team, and the group is fully engaged, sharing ownership and leaning into the Plan-Do-Study-Act cycle with All Hands Raised. Deans are helping to build early buy-in, and working with faculty to develop successful interventions.

Community Pride: Increase the college's reputation in the community

Social media: We are seeing significant growth in our online presence. Overall, the college has experienced a 202% increase in total followers (1,890 new followers in all channels and 32,941 total followers), with Instagram followers doubling. So far this year, our pages have displayed almost four million times (aka "impressions"), with Facebook leading the way with just over three million impressions. Instagram has seen a 712% increase with 313,150 total impressions. If we create a post for all four channels, it will be seen an average of 5,316 times. In addition, our posts are seeing activity (aka "engagement"). Already this year, we have seen 50,100 public shares, likes and comments, representing a 121% increase in engagements. LinkedIn saw 15,800 engagements, representing a 440% increase this year.

Partner Innovation: Strengthen and expand partnerships

Greater Gresham Chamber of Commerce and Visitors Center: In another example of how the chamber supports the college by leveraging funds, they notified us of their ability to fund the final upgrades of the track through improvements to the two long jump pits. The support is timely, as the college is hosting Oregon's 3A, 4A, 5A, and 6A State Track and Field Championships in May. These improvements complement the work previously done on shot put ring and general field improvements.

In closing, the next few months include many events and activities to connect with students, faculty, staff and the college. I hope you are able to find time to participate in those opportunities that are of most interest to you. With all that is going on, I am sure you will find something that piques your attention and feeds your desire to be a lifelong learner.

Community/Educational Presentations and Selected Outreach Activities

- Mar 1 Oregon Public Broadcasting Board of Directors meeting*
- Mar 2 Presented at Farewell Party for Ryukoku University exchange students, with Director Zordich*
- Mar 4 Meeting with Directors McKeel and Zordich*
- Mar 5 Presented at MHCC Foundation Donor Wall reception*
- Mar 6-7 OCCA Legislative Summit, Salem, OR*
- Mar 8 Meeting with Directors McKeel and Zordich*
- Mar 13 MHCC Board of Education work session*
- Mar 19 Meeting with Mitzi Montoya, Jim Coakley, & Prem Mathew, OSU College of Business*
- Mar 19 Pizza with the Presidents (ASG President)*
- Mar 19 Center for Advanced Learning (CAL) Board meeting*
- Mar 20 MHCC Foundation Board meeting*
- Mar 20 MHCC Board of Education Board meeting*
- Mar 21 Meeting with Ken Richardson, David Douglas School District*
- Mar 21 Meeting with Portland Tribune Editorial Board, with Al Sigala and Clackamas Community College President Tim Cook*
- Mar 21 Oregon Legislature Joint Committee on Ways and Means, Portland*
- Mar 25 Meeting with Directors McKeel and Arnold*
- Mar 25 Meeting with Mona Schwartz, Congressman Blumenauer's field representative*
- Mar 25 MHCC Foundation Dinner with Leon and Debbie Kirk, Bess Wills, and Bob Avila*
- Mar 26 Conference call with Marc Westenburg, CASE's Center for Community College Advancement*
- Mar 26 Legislative Session conference call with OCCA*
- Mar 27 Gresham Rotary meeting*
- Mar 28 Greater Gresham Chamber of Commerce Board meeting*
- Mar 28 Marketing Group conference call with OCCA*
- Mar 29 Conference call on strategies for increasing access for communities of color with Conrad Hurdle, Dorian Smith, and Jason Dorsette from OSU, and John Hamblin, Ernesto Vasquez*
- Mar 29 Conference call with Heidi Beierle on transportation study by the West Columbia Gorge Chamber of Commerce*

Select Media Mentions

MHCC Gets Author Visit

<https://pamplinmedia.com/go/42-news/421470-325692-learning-log>

Mt. Hood Community College is Considering Returning KMHD to its Campus as Early as August, But the Jazz Station's Future is Still Uncertain

<https://www.wweek.com/music/2019/03/14/mt-hood-community-college-is-considering-returning-kmhd-to-its-campus-as-early-as-august-but-the-jazz-stations-future-is-still-uncertain/>

Select Media Mentions (continued)

With a Vote Looming Next Week, KMHD's Future Looks Bleak

<https://www.portlandmercury.com/blogtown/2019/03/14/26153161/with-a-vote-looming-next-week-kmhds-future-looks-bleak>

Good bugs invade MHCC

<https://pamplinmedia.com/go/42-news/422579-327665-good-bugs-invade-mhcc>

Vote looms on bringing jazz radio back to MHCC

<https://pamplinmedia.com/go/42-news/422546-327538-vote-looms-on-bringing-jazz-radio-back-to-mhcc>

Two Tacoma educators named 'Champions of Sustainability'

<https://tacomaweekly.com/featured-news/two-tacoma-educators-named-champions-of-sustainability/>

Like it or not, 'space invaders' headed your way

<https://pamplinmedia.com/go/44-features/422975-327839-like-it-or-not-space-invaders-headed-your-way>

Oregon Public Broadcasting Will Continue to Operate Portland Jazz Station KMHD Following Vote by Mt. Hood Community College's Board of Education

<https://www.wweek.com/music/2019/03/21/oregon-public-broadcasting-will-continue-to-operate-portland-jazz-station-kmhd-following-vote-by-mt-hood-community-colleges-board-of-education/>

KMHD jazz radio to remain with Oregon Public Broadcasting

<https://pamplinmedia.com/go/42-news/423203-328554-kmhd-jazz-radio-to-remain-with-oregon-public-broadcasting->

After Months of Uncertainty, KMHD Will Remain at OPB

<https://www.portlandmercury.com/blogtown/2019/03/21/26189975/after-months-of-uncertainty-kmhd-will-remain-at-opb>

Mt. Hood Community College raises tuition

<https://pamplinmedia.com/go/42-news/423378-328465-mt-hood-community-college-raises-tuition>

Joy Poke brings tastes of Hawaii to Gresham

<https://pamplinmedia.com/go/42-news/423585-328760-joy-poke-brings-tastes-of-hawaii-to-gresham>

MHCC Alums Invited to Planetarium

<https://pamplinmedia.com/go/42-news/423645-328731-learning-log>

Need a job?

<https://pamplinmedia.com/go/42-news/424016-329152-need-a-job->



ACTION

MT. HOOD COMMUNITY COLLEGE DISTRICT BOARD OF EDUCATION

DATE: *April 17, 2019*

ITEM TITLE: 7.1a

CONTACT PERSON: *Laurie Popp, Executive Assistant to the Board of Education*

SUBJECT: APPROVAL OF MINUTES – February 23, 2019, Board Retreat Session #976 Meeting Minutes

Session #976

A meeting of the Mt. Hood Community College District Board of Education was held on February 23, 2019 with a Board Retreat at 9:00 a.m. at The Bruning Center at Mt. Hood Community College, 1484 NW Civic Drive, Room 218, Gresham, Oregon.

Members present: Diane McKeel, board chair, Jim Zordich, vice chair, Annette Mattson, Kenney Polson, Tamie Arnold, and Teena Ainslie

Additional Attendees: Lisa Skari, president, Jennifer DeMent, chief operations officer, and Shirlene Warnock and Gary Corbin from Innovative Growth Solutions, LLC.

1.0 CALL TO ORDER

Chair Diane McKeel called the meeting to order at 9:07 am.

2.0 BUDGET

Shirlene Warnock and Gary Corbin facilitated a discussion on the budget and proposed plan.

2019/2020 budget assumptions and proposed plan:

- Increase tuition to make up half of the operating deficit
 - \$12 per credit, or 11%
- Strategy to cover the remaining deficit over biennium:
 - 2019/2020
 - 1/3 in on-going expenditure reductions (\$1 million)

- 1/3 in new revenue (\$1 million)
- 1/3 in reserves (\$1 million)
- 2020/2021
 - 1/2 in ongoing expenditure reductions (\$500 thousand)
 - 1/2 in new revenue (\$500 thousand)

Jennifer DeMent provided board members with a handout on the budget strategy and discussed various budget scenarios regarding tuition increases, enrollment numbers, and revenue projections. Several questions were asked regarding the proposed tuition increase and how the amount of \$12 per credit was determined, and a discussion followed on enrollment numbers and how that affects the budget.

Shirlene Warnock and Gary Corbin led board members through a process to determine guiding principles and prioritize themes related to the budget. Five main themes emerged: Tuition and Affordability, Participation and Enrollment, Community Support and Partnerships, Process, and Specific Cuts. The group used multi-voting to prioritize among the themes and determined the top two themes as Tuition and Affordability and Community Support and Partnerships. The board then used a second round of multi-voting to produce a top tier and second tier list of guiding principles to guide the Budget Committee.

Warnock and Corbin will meet with the MHCC management group on March 1 and follow a similar process to help guide the budget managers in a decision making process regarding the budget. The proposed budget will come back to the board for review at the Budget Committee meeting on April 3.

3.0 KMHD

Dr. Skari distributed a report from the committee working on recommendations regarding KMHD and provided an update from the committee. The committee has met for three meetings and will continue meeting on a weekly basis. The committee is focused on costs, transmitter and equipment, and will be completing a SWAT analysis on Monday to build the plan and see what is needed. There was a discussion about the current programming of KMHD and the proposed costs that are needed. They had several questions for the committee:

- 1) Why paid hosts and not volunteers?
- 2) Have attorney ask OPB to stop?
- 3) Tour OPB / KMHD studio
- 4) Board communication or FAQ
- 5) Format change?

Dr. Skari recommended the board have a conversation with the KMHD committee to address concerns and answer questions. She will send a list of questions to the committee by March 8 so the committee can speak to the board at the work session on March 13.

4.0 PROTOCOLS

Dr. Skari distributed a handout of the draft guiding principles that were discussed at the fall board retreat. Board members reviewed the guiding principles and there was a discussion about their importance so board members are kept informed and there are no surprises, and several updates were discussed.

Dr. Skari proposed a process for the board to review regarding board action items:

Step 1. Identification: the first step is that someone identifies the issue.

Step 2. Information: what is the information needed for the analysis?

Step 3. Clarification: being mindful of particular stakeholder groups/seeking clarification

Step 4. Formulation: because some actions may require some pre-work prior to the board taking action, it would be helpful at the work session prior to the board meeting that the action is discussed.

Step 5. Adoption.

There was a brief discussion about the process and Dr. Skari stated she would draft language for the board to review, discuss, and get comments.

5.0 PRESIDENTIAL EVALUATION

Tamie Arnold presented several handouts for board members to review regarding the presidential evaluation. She discussed the timeline and structure for the evaluation. There were questions and a discussion about the 360 evaluation and the weight for the three categories. Board members were asked if they were in support of a 360 evaluation and if they wanted it done on an annual basis. There was a discussion about best practices on evaluations and what key questions needed to be asked based on the goals. Board members agreed to the intention of doing a 360 evaluation annually but that it would have no impact on the final score.

There was a discussion about the strategic goals and board members agreed to determine what percentage should be on each goal. Board members reviewed the performance standards of Leadership, Institutional Performance, Resource Management, Stakeholder Relationships, and Academic/Student Affairs and suggested changes or recommendations. Arnold asked the board to determine the scoring guidelines and an indicator to determine how the standard was met. Board members paired up and discussed each standard and came up with a scoring indicator for each standard. The Presidential Evaluation will be adopted at the next public board meeting.

6.0 ADJOURNMENT

The meeting was adjourned at 4:30 pm.

Clerk

Board Chair

Minutes recorded by Laurie Popp, Executive Assistant to the Board of Education.



ACTION

MT. HOOD COMMUNITY COLLEGE DISTRICT BOARD OF EDUCATION

DATE: *April 17, 2019*

ITEM TITLE: 7.1b

CONTACT PERSON: *Laurie Popp, Executive Assistant to the Board of Education*

SUBJECT: APPROVAL OF MINUTES – March 13, 2019, Board Work Session #977 Meeting Minutes

Session #977

A meeting of the Mt. Hood Community College District Board of Education was held on February 6, 2019 with a Work Session at 6:00 pm in the Board Room at Mt. Hood Community College, 26000 S.E. Stark Street, Gresham, Oregon.

1.0 CALL TO ORDER

Members present: Diane McKeel, chair, Jim Zordich, vice chair, Annette Mattson, Kenney Polson, Tamie Arnold, and Teena Ainslie

Additional Attendees: Dr. Lisa Skari, president (by phone), Jennifer DeMent, chief operations officer, JD Kiggins, instructor – Integrated Media, Lauren Griswold, director of marketing and communications, John Hamblin, executive dean of Student Development, Larry Holtz, part-time electronic maintenance engineer for KMHD, Dan Davey, director of Jazz Studies, Jerry Ollison, foundation development specialist

Chair Diane McKeel called the meeting to order at 6:12 pm.

2.0 TUITION AND FEES

Jennifer DeMent provided an update on tuition and fees. At the board retreat in February, one of the guiding principles the board came up with was to not increase tuition by more than \$10 per credit and they were in agreement of a tuition increase in the \$7 to \$8 per credit range. The budget forecast was updated with a revised tuition increase at \$8 per credit. Also included in the updated forecast was a 2% decline in enrollment numbers, which was originally shown with

a flat decline. The management team spent time with the consultants on March 1 and are focused on five things to produce change. They are looking at \$500,000 in new revenue and \$1.7 million in projected budget cuts. Tuition rates need to be approved at the next board meeting on March 20 as March 24 is the last day to make tuition adjustments to meet the 90 day advance notice requirement. Making mid-year adjustments to tuition requires financial aid to get involved and administrative time to repackage each of the financial aid awards. The tuition and fee information will be included in the agenda for the board meeting on March 20.

3.0 & 4.0 KMHD COMMITTEE REPORT AND Q & A

The KMHD Committee is comprised of faculty and staff representing various departments at MHCC. The committee members are JD Kiggins, committee chair, Lauren Griswold, John Hamblin, Larry Holtz, Dan Davey, Jerry Ollison, and Kedma Ough. McKeel thanked committee members for coming together to form the committee to answer the board's questions regarding KMHD.

Kiggins and Griswold presented a PowerPoint presentation to board members on the costs and equipment needs for bringing the KMHD radio station back to campus. The committee met over a five week period and spent a lot of time and energy reviewing as much information as possible to address the questions from the board.

There was a discussion regarding the data presented in the PowerPoint slides and committee members responded to questions from board members. Some questions asked by board members were:

- 1) Did the committee evaluate the possibility of students running the fundraising?
- 2) Where are the startup costs coming from since the board had directed that no general fund money would be used?
- 3) How do you think raising funds for KMHD will impact fundraising for the MHCC Foundation?
- 4) If we look at the alignment of the college strategic plan, is the format strategic for the community or for our ROI? What is the ROI and how does that come up?
- 5) If we are about students and we are not looking at a recruitment tool, what will we have to cut from students to replace this?

Steve Bass attended the meeting and was asked how long it took for OPB to make money on running KMHD. Bass distributed a handout to board members with the revenue and expenses for KMHD for the last 9 years. He shared they have a fundraising staff of 25-30 people for OPB and use a variety of fundraising tools to generate revenue.

JD Kiggins shared information about the membership and funding data when KMHD was previously on campus, but the committee did not look at that data (growth and how long it will take to generate income) for this report. There was a discussion about what funds were required if the station was brought back to campus in November and the needed equipment costs. There were questions about funding needs and where we are at with budget decisions and potential budget cuts. A comment was made that this was an example of a high-risk decision and there was a brief discussion about risk. Another comment was made to not have the mindset to be completely risk averse.

Zordich stated one of the big things to look at is perception, and that this translated into a subsidy for a radio station. Griswold stated that the decision on this station would have ramifications on the perception of MHCC and she asked the board to consider that. A comment made that if the board decided to continue the relationship with OPB for another five years, it would be important to work on having a better two-way communication between MHCC and OPB, and to look at building a more successful relationship for our students regarding internships.

McKeel concluded that when the station comes back, she wants it to be successful and sustainable. Due to OPB rejecting the motion for a two-year agreement, a new motion is needed at the regular board meeting on March 20.

5.0 ADJOURNMENT

The meeting was adjourned at 7:33 pm.

Clerk

Board Chair

Minutes recorded by Laurie Popp, Executive Assistant to the Board of Education.



ACTION

MT. HOOD COMMUNITY COLLEGE DISTRICT BOARD OF EDUCATION

DATE: *April 17, 2019*

ITEM TITLE: 7.1c

CONTACT PERSON: *Laurie Popp, Executive Assistant to the Board of Education*

SUBJECT: APPROVAL OF MINUTES – March 20, 2019, Board Regular Session #978 Meeting Minutes

Session #978

A meeting of the Mt. Hood Community College District Board of Education was held on March 20, 2019 with a Faculty Tenure Reception at 6:00 pm in the Jazz Café, and the Regular Session at 6:30 pm in the Town and Gown Room at Mt. Hood Community College, 26000 S.E. Stark Street, Gresham, Oregon.

1.0 CALL TO ORDER / DECLARATION OF A QUORUM

Members present: Diane McKeel, chair, Jim Zordich, vice chair, Annette Mattson, Kenney Polson, Tamie Arnold, and Teena Ainslie.

Additional Attendees: Dr. Lisa Skari, president, Jennifer DeMent, chief operations officer, Elise Huggins, Sara Rivara, Kay Lopez, Deborah Sipe, Doug Scribner, Sheryl Caddy, Janie Griffin, Josh Stratman

The meeting was called to order at 6:35 pm. A quorum was present.

1.1 Approval of the Agenda

Zordich motioned to approve the agenda. Mattson seconded the motion and it passed unanimously.

1.2 Correspondence

Dr. Lisa Skari, president – there was no correspondence.

2.0 PUBLIC INPUT

Fifteen members of the public presented testimony regarding the KMHD radio station. Testimony was provided by Deborah DeMoss Smith, Marcia K. Hocker, George E. Hocker, Jr., Scott Moore, Tom D'Antoni, Luis Ocasio, Brett Anderson, Doug Parkhurst, Shawn Kirkeby, David Allen, Tim Cook, Art Abrams, Jim Cummings, Forrest Faubion, and Larry Holtz.

3.0 REPORTS

There was no special report.

4.0 BUSINESS/ACTION

4.1 Consent Agenda

Mattson motioned to approve the consent agenda. Zordich seconded the motion and it passed unanimously.

- a) Minutes – Board Work Session #974, February 6, 2019
- b) Minutes – Board Regular Session #975, February 20, 2019
- c) Monthly Personnel Report
- d) Monthly Financial Report
- e) Monthly Head Start Report
- f) Head Start Final Self-Assessment
- g) Federal Head Start / Early Head Start Continuation Application Grant
- h) Acceptance and Expenditure of Projects Funded in Whole or Partially by Non-District Funds
- i) Selection of Vendor for the Rebuilding of College Stadium Bleachers

4.2 Faculty Tenure Recommendations

The following faculty were recommended by the president for 4th year tenure:

- Jessica Wittman, PhD – Chemistry/Science
- Steven Johnston – Applied Technologies/Automotive-MLR
- Ilya Babiy – Dental Hygiene/Health Professions
- Erika Ruhl – Computer Information Systems
- Eric Garvey – Automotive Technology, MCAP/IMPORT/Subaru U
- Jessica Scott – Social Science/Psychology
- Thomas Fuller – Literature & English Composition/Humanities
- Daniel Davey – Jazz Studies/Performing Arts
- Dale Gronso – Integrated Media
- Ellen Garcia – Nursing/Health Professions

McKeel called faculty members up for tenure to come forward along with their respective dean. The deans introduced faculty members and provided a brief summary of their support for tenure.

- Kay Lopez – introduced Eric Garvey, Steve Johnson, and Erika Ruhl
- Sara Rivara – introduced Jessica Scott and Thomas Fuller
- Deborah Sipe – introduced Dr. Jessica Wittman

- Janie Griffin – introduced Ellen Garcia
- Doug Scribner – introduced Ilya Babiya
- Elise Huggins – introduced Dale Gronso and Daniel Davey

Arnold motioned to grant tenure for Jessica Wittman, Steven Johnson, Ilya Babiya, Erika Ruhl, Eric Garvey, Jessica Scott, Thomas Fuller, Daniel Davey, Dale Gronso, and Ellen Garcia. Zordich seconded motion and the motioned passed unanimously.

4.3 Faculty Sabbatical Requests, 2019-2020

Josh Stratman provided a brief summary of the faculty sabbatical requests for the 2019-2020 academic year. The faculty requesting sabbatical are Mace Archer, Eden Isenstein, Julie Hutchin, Chris Jackson, JD Kiggins, Jerry Lyons, Antonia Robinson, Beth Sammons, and Shannon Valdivia

Polson motioned to approve the faculty sabbatical requests for Mace Archer, Eden Isenstein, Julie Hutchin, Chris Jackson, JD Kiggins, Jerry Lyons, Antonia Robinson, Beth Sammons, and Shannon Valdivia. Arnold seconded the motion and the motion passed unanimously.

4.4 Consideration of Tuition Adjustment

Jennifer DeMent provided an update on tuition increases as follows:

- An 8% increase in in-state tuition, bringing the rate to \$115 per credit hour
- An 8% increase in out-of-state tuition, bringing the rate to \$233 per credit hour
- A 3% increase in international tuition, bringing the rate to \$243 per credit hour

Mattson motioned to approve the tuition rate increases. Zordich seconded motion and the motion passed unanimously.

4.5 Consideration of Student Fee Adjustments

Jennifer Dement provided a description of student fee adjustments as follows:

- A \$0.25 increase to the Student Activity Fee
- A new I-20 Reissue Fee of \$50 for International Students
- Various Adjustments to assessment and testing fees to reflect increased costs (as outlined on a spreadsheet presented in the board packet)
- Aquatic Center fee increases and eliminations
- Course fee adjustments to cover the cost of unusual services, equipment, software and materials

Ainslie motioned to approve the student fee adjustments. Zordich seconded the motion and the motion passed unanimously.

McKeel requested a brief five minute break. The meeting resumed at 7:57 p.m.

4.6 KMHD

Board Chair McKeel stated over the last several months the board received public input both at the board meetings and through emails urging the board to reconsider the decision to terminate the current contract with OPB for the operation of KMHD. The board also heard from the KMHD Committee last week and they provided answers to the board's questions about the return of the station to campus. In hearing the public input and receiving additional clarification and better understanding of the financial implications to the college, she asked if there was a motion to reconsider the board's prior action. Zordich read the following two motions:

Motion One

Zordich introduced the following motion: The Mt. Hood Community College Board of Education hereby rescinds its motion of January 16, 2019, to grant OPB (Oregon Public Broadcasting) a two-year contract extension accommodating its use of the college's radio station license identified as KMHD.

Mattson seconded the motion. There was a brief discussion about the motion and several comments made to keep students first.

Board Vote

In favor of motion: Jim Zordich, Annette Mattson, Teena Ainslie, and Diane McKeel

Opposed to motion: Kenney Polson and Tamie Arnold

The motion passed.

Motion Two

Zordich stated giving due consideration to the data that has been assembled relative to the question of returning KIMHD to the Mt. Hood Community College campus, he would like to offer the following motion: The Mt. Hood Community College Board of Education instructs its president to negotiate a five-year contract extension with OPB (Oregon Public Broadcasting) allowing OPB to continue providing broadcast programming on KMHD, the non-commercial educational radio station licensed to Mt. Hood Community College by the Federal Communications Commission (FCC) on an assigned FM frequency of 89.1 MHz. The college will also retain its right to broadcast on the sub-frequency channel known as KMHD2.

Mattson seconded the motion. There was a brief discussion about the second motion and questions were raised about the details of the negotiation. Dr. Skari stated the work of the KMHD Committee would be carried forward. McKeel stated the board would share their concerns and thanked Bob Hansen and Melanie Roberts for their engagement in the process.

Board Vote

In favor of motion: Jim Zordich, Annette Mattson, Teena Ainslie, Diane McKeel, and Tamie Arnold

Opposed to motion: Kenney Polson

The motion passed.

5.0 CLOSING REPORTS

5.1 Board Member/Advisory Comments

Board Members

Ainslie – she was glad for the decision tonight and thanked those for contributing.

Mattson – she attended the East Portland Action Plan general meeting and the Oregon Community College Association Legislative Conference, and shared our students were outstanding in sharing their stories at the legislative conference. She continues to participate in weekly legislative calls with the Oregon Community College Association and the OCCA Executive Committee calls. She attended the Snow Cap Auction last Saturday night and the Chinese American Citizens Alliance Dinner that was rescheduled to St. Patrick's Day. She attended the Gresham Chamber Forum with Chair McKeel and will be touring the Gresham Women's Shelter today. The shelter serves about 90 women every day and they do outstanding work there. This morning she had a breakfast meeting with John Bier, principal at David Douglas High, to get caught up on activities at the high school and talk about a working relationship going forward.

Zordich – he mentioned the annual MHCC Foundation Auction next month on April 27 which supports student scholarships. He attended the Foundation board meeting this morning and mentioned they will soon be evaluating scholarship applications for awarding in June. He just finished his tenure as a member of the Outstanding Support Staff Review Committee reviewing the support staff applications. He shared he wished he could give support staff awards to every one of the support staff and commented that without them, this organization would not be the way it is. He talked about the Open Educational Resources (OER) week of seminars and presentations from a few weeks ago and shared that OER opportunities are often providing the relief from tuition increases that would otherwise make it more difficult for students to attend a community college.

McKeel – she attended the Gresham Chamber meeting with Annette Mattson, where Gresham Mayor Bemis spoke. She also attended the East Metro Economic Alliance (EMEA) Legislative Committee meeting and the EMEA Membership Committee meeting. She plans to attend the legislature's Ways and Means Committee meeting tomorrow night at Portland Community College Cascade Campus to advocate for community college funding. She also attended a presentation by the Gresham police chief about what is happening around Gresham and the things they are focusing on with the legislature.

Polson – he was impressed with the talent at Mt. Hood Community College. In regards to the vote on KMHD, he is here for the college.

Arnold – No report.

Associated Student Government (ASG) Representative

Bob Hansen, ASG President – he shared the food drive would end on March 30 and encouraged people to still donate food. He shared the students watched the film “Hidden Figures” and discussed pay gap issues during Women’s History Month. They had the Open Education Week and discussed the Open Education Resources (OER) which helps students in textbook costs. They had a new event called “Pizza with the Presidents” and he and Dr. Skari asked students to say one thing they liked or disliked about the college to get a slice of pizza. A lot of students attended the event and it was a huge success. They had 10 students volunteer to pack food boxes at the Oregon Food Bank. They did an excellent job and he gave a shout out to the team. They will be volunteering again at the Oregon Food Bank and invited the board members to come down to pack food boxes with them. ASG plans to attend the Legislative Town Hall meeting at Portland Community College to have student voices be heard. They have been working with the Student HUB department and were provided with an opportunity to voice their input in the architectural design. He shared they support the board with all the decisions they make and understand that KMHD was a hard decision. He distributed a copy of “The Call of Nature News” to board members to highlight upcoming events in April.

Advisory Representatives

Cheryl Johnson, Full-Time Faculty Association – she thanked the board for their support of the faculty candidates for tenure and the faculty requests for sabbaticals. She wanted to make a comment on our music department in reference to a comment made during the public comment portion of the board meeting. She shared that the music faculty are doing amazing things and our music program is alive and thriving. The music program is very well respected with faculty and students here at the college.

Kim Sharer, Classified Employee Association – she shared how amazing all the new music faculty are and that they have given a renewed excitement and a love of music to the students. She thanked Jim Zordich for recognizing that the college would not be the same without the classified staff. She shared that the financial aid advisors have been working hard on the financial aid awards processed during the last three weeks and that each adviser was responsible for between two and 3000 students each. Since October, the financial aid office has attended 19 outreach events, with most of them off-campus, and they have more than doubled the college's presence in the community from last year. She thanked the financial aid advisors and staff for doing a fantastic job serving our students. She shared there will be a “Take Your Kids to Work Day” event on campus on April 25. The committee is looking for volunteers to serve ice cream and assist in escorting children to different sessions that day and invited board members to assist if they were available.

Marilyn Pitts, Part-Time Faculty and Tutor Association – did not attend the meeting.

5.2 President’s Report

Dr. Skari shared the president’s March report with the board.

The March board meeting will be one of my favorites of the year, as it is the time we grant tenure. The impact on tenure on an institution is deep. These are some of the most important decisions the college can make, as they chart the course of the college into the future. I value the commitment the faculty and college make to each other, to the shared commitment to student success. Each faculty member here tonight will leave the legacy of academic excellence, service to our community, and regard for the profession. That makes me proud.

As we look forward, we have several important events to highlight:

- April 8 is our joint board meeting with the Centennial, David Douglas, Gresham Barlow, Parkrose and Reynolds schools districts. A special thanks to Director Arnold for envisioning this convening, and her work to make it happen.*
- The next event, April 9, is the community conversation on the challenges and opportunities for attracting and retaining jobs in East County. Co-hosted by the college, City Club of Portland, and Portland Business Alliance, we appreciate the opportunity to raise the visibility of the issues we face in our community, while identifying partners in this work.*

A special thanks – again – to the Board for their continued dedication to our students, and the work you do to ensure academic excellence in our community.

McKeel thanked everyone that attended the board meeting and congratulated the faculty who received tenure. She shared her appreciation to all of them on behalf of the board.

6.0 ADJOURNMENT

Zordich motioned to adjourn the meeting. Mattson seconded the motion and it passed unanimously. The meeting was adjourned at 8:34 p.m.

Clerk

Board Chair

Minutes recorded by Laurie Popp, Executive Assistant to the Board of Education.



ACTION

MT. HOOD COMMUNITY COLLEGE DISTRICT BOARD OF EDUCATION

DATE: April 17, 2019

ITEM TITLE: 7.1d

CONTACT PERSON: Travis Brown, Director of Human Resources

SUBJECT: MONTHLY PERSONNEL REPORT

New Hires:

Management

Name	Position	Department	Hire Date
None			

Faculty

Name	Position	Department	Hire Date
None			

Support Staff

Name	Position	Department	Hire Date
Albarado, Janet J	Title III Project Coordinator	Student Development	03/04/19
Brown, Eboni R	EHS Family Worker	Head Start	03/06/19
Cooley, Velvet M	Teacher	Head Start	03/06/19
Foster, Jontae M	Classroom Aid	Head Start	03/19/19
Gazca, Arianna L	TRiO Admin Assist	TRiO	03/18/19
Hartley, Jessie Louisa	EHS Assoc Teacher	Head Start	03/08/19
Marble, Jeffery Brad	Infrastructure Engineer	Information Technology	03/04/19

Transfers:

Name	Previous Position	New Position	Txfr Date
Ruch, Erik R	TRIO Advisor-TRIO	TRiO ETS Coordinator-TRiO	03/04/19

Separations:

Management

Name	Position	Department	End Date
None			

Faculty

Name	Position	Department	End Date
Bloome, Christine A	Instructor - Nursing	Nursing	03/31/19
Maneval, Keith P	Instructor - Health & PE	Health & Physical Education, Athletics, Aquatics & Recreation	03/31/19

Support Staff

Name	Position	Department	End Date
Christner, Jr., Ray L	Data Analyst	Research, Planning & Institutional Effectiveness	03/27/19
Pangell, Patricia M	HR Analyst II	Human Resources	03/22/19
Poindexter, Nicholas A	Student Recruiter	Outreach	03/29/19
Sizmin, Oleg N	Custodian	Facilities Management	03/31/19



ACTION

MT. HOOD COMMUNITY COLLEGE DISTRICT BOARD OF EDUCATION

DATE: *April 17, 2019*

ITEM TITLE: 7.1e

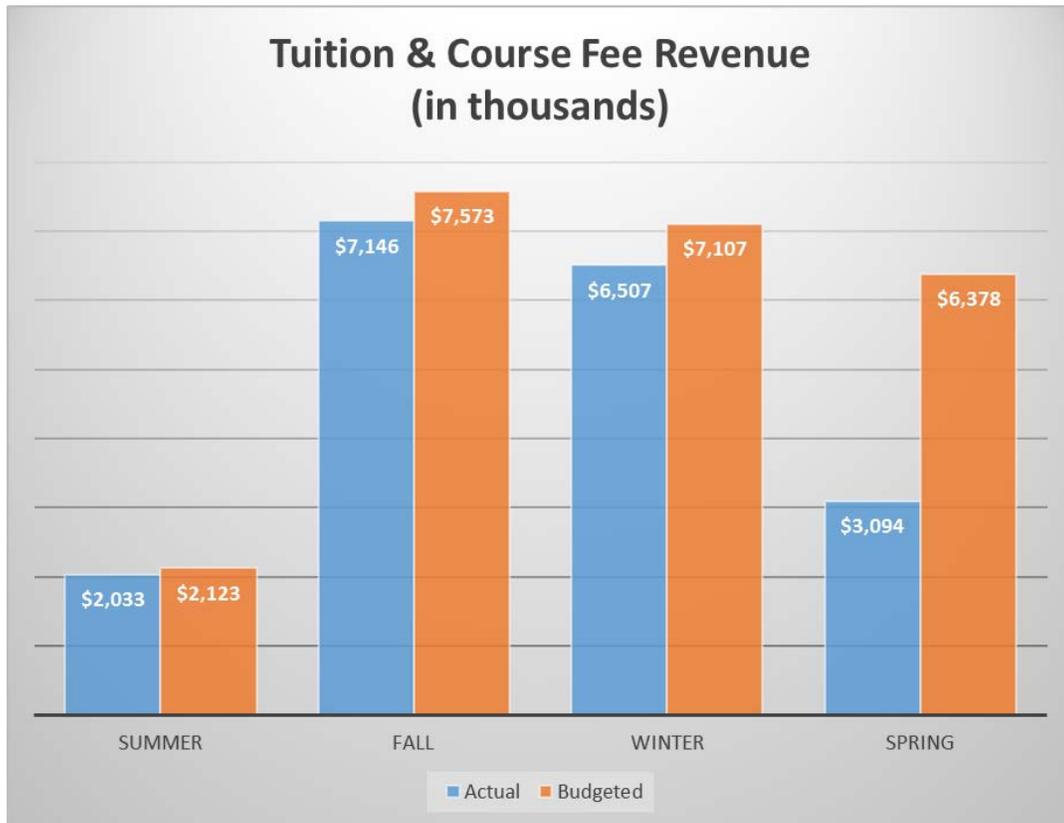
CONTACT PERSON: *Jennifer DeMent, Chief Operations Officer*

SUBJECT: MONTHLY FINANCIAL REPORT

This report includes 2018/19 activity through the month of February.

Revenues:

- State support revenue is received quarterly in August, October, January and April. The amount budgeted for 2018-2019 reflects Mt. Hood's estimated share of the biennial state support amount of \$570 million.
- Property tax revenue is received beginning in November. Revenue is turned over monthly from the counties, with the largest payments received in November and December.
- Tuition and fee revenue for fall term is \$7.1 million, winter term is \$6.5 million and spring term is \$3.1 million. Enrollment numbers indicate a decline in tuition-bearing classes as compared to 2017/18 enrollment by -4.4% for fall term and -7% for winter term. Preliminary enrollment numbers indicate a decline by -7.4% for spring term.



Expenditures:

As of February 28, eight months of the fiscal year have passed. If expenditures occurred equally throughout the year, there would be 33% of the budget remaining. As an educational institution, the majority of costs are incurred between September and June.

- Salaries are not paid evenly over the year because most full-time faculty, who represent about 50% of total salary, work ten months and are paid over twelve months. Therefore, three months of faculty salary will be recorded in June. Extra-teach is calculated and paid in June as well. Budget amounts include step increases and longevity for eligible employees and no cost of living increases.
- Fringe and tax costs are paid based on a percentage of salary.
- Debt Service is paid according to a prescribed debt service schedule, with payments occurring in July, December, January and June.
- Transfers to Other Funds includes budgeted amounts of \$75 thousand for Student Aid, \$275 thousand for aquatic center support, and \$400 thousand for facilities capital projects.

MT. HOOD COMMUNITY COLLEGE DISTRICT
General Fund Financial Report
Fiscal Year 2018/19
As of February 28, 2019

	Actual Year to Date Jun 30, 2018	Adopted Budget 2018-19	Actual February 2019	Percentage of Budget Remaining
Beginning Fund Balance	9,638,760	7,150,000	10,603,330	
Revenues				
State Support	28,241,363	28,065,002	21,170,215	25%
Property Taxes	12,287,756	12,595,086	12,530,505	1%
Tuition and Fees	23,726,171	25,604,579	20,084,484	22%
Uncollectible Receivables	(547,762)	(200,000)	-	
Other Revenues	1,659,600	1,287,165	614,699	52%
TOTAL REVENUES	65,367,128	67,351,832	54,399,903	20%
Expenditures				
Salaries	35,725,066	38,841,105	22,679,823	42%
Health Care	6,142,336	6,487,656	4,299,245	34%
Fringe/Taxes	10,152,295	12,354,442	6,414,391	48%
Materials & Supplies	6,900,714	7,242,103	4,044,732	44%
Utilities	1,524,671	1,665,493	873,503	48%
Grants in Aid/Tuition Waivers	953,001	1,393,775	635,932	54%
Debt Service	2,329,475	2,308,825	504,413	78%
Transfers to Other Funds	675,000	750,000	-	100%
TOTAL EXPENDITURES	64,402,558	71,043,399	39,452,039	44%
Rev Greater (Less) Than Exp	964,570	(3,691,567)	14,947,865	
Beginning Fund Balance	<u>9,638,760</u>	<u>7,150,000</u>		
Ending Fund Balance	<u>10,603,330</u>	<u>3,458,433</u>		
<i>As a percentage of expenditures</i>	<i>16%</i>	<i>5%</i>		

GLOSSARY

Revenues:

State Support includes funds received through the Community College Support Fund allocated to each of the 17 community colleges in Oregon. Funding allocations are based on student full time equivalent (SFTE) and a growth management component. The 2018/19 budget was based on the assumption that community colleges will receive \$570 million for the 2017/19 biennium. The 2018/19 budget represents the amount of state support we expect to receive. MHCC currently represents approximately 10% of the state total.

Property Taxes include current and prior year taxes assessed at a permanent rate of .4917 per \$1,000 of assessed value for Multnomah, Clackamas and Hood River Counties. Current year property taxes are a component in the community college revenue allocation formula for State Support.

Tuition and Fees include all tuition, course fees and instructional service fees. Tuition for 2018/19 generates \$107.00 per credit hour for the General Fund. A technology fee of \$6.25 per credit hour and an Associated Student Government (ASG) fee of \$4.00 per credit hour are in addition to the tuition rate and recorded in separate funds. A College Service Fee of \$49 per term is also assessed to students registered for a minimum of one credit. An Access Fee of \$39 per term is also assessed to students registered for a minimum of two credits. Students that became eligible for the tuition pledge in 2015/16, 2016/17 or 2017/18 will continue paying the tuition rate in effect when they began, provided they continue to meet eligibility criteria. New students beginning in 2018/19 will pay the 2018/19 tuition rate, will not be eligible for the tuition pledge at that rate, and will be subject to any future tuition increases. Other Revenues include rental charges, interest earnings, and grant and foundation indirect cost recoveries and sales revenue.

Expenditures:

Salaries consist of the wages and salaries paid to all employees from all employee groups.

Health Care consists of the employer paid portion of medical, dental and vision insurance premiums, as well as \$45,000 for the Part-time Faculty and Tutor Association's health insurance reimbursements.

Fringe/Taxes are all other employer paid fringe costs, and include PERS (18.66%), Social Security (6.2%), Early Retirement (3.5%), Medicare (1.45%) and Long-term disability, life, workers compensation and unemployment insurance and tax sheltered annuity payments (combined 1.2%).

Materials & Supplies consists of all non-personnel costs such as supplies, repair of equipment, printing and photocopying, contracted services, travel and capital outlays.

Utilities include water, sewage, electricity, waste management, gas and telecommunication costs.

Grants in Aid/Tuition Waivers include tuition and fee waivers for students as established by board policy, as well as staff tuition waivers as established by collective bargaining agreements.

Debt Service consists of principle and interest payments on general long-term debt.

Transfers to Other Funds represents the required general fund match for the federal financial aid programs, and transfers from the general fund for facilities capital projects.



ACTION

MT. HOOD COMMUNITY COLLEGE DISTRICT BOARD OF EDUCATION

DATE: *April 17, 2019*

ITEM TITLE: 7.1f

CONTACT PERSON: *Pam Greenough Corrie, Director of Head Start*

SUBJECT: MONTHLY HEAD START REPORT

**Mt. Hood Community College Head Start Program
Report
Head Start/Early Head Start News from the Director**

March 2019

News:

Fourteen Managers attended a live-in weekend for an Anti-Bias workshop March 1-3rd. This was an intense experience focused on white privilege, self-reflection, evaluating and learning from each of our experiences dealing with racial bias in our lives.

The Head Start final Budget Committee sessions were held 3/7 and 3/14. Staff, parents and managers came away with a good understanding of our budget. We reviewed the staff budget survey and the committee developed recommendations for both budget adds and budget cuts for both the Head Start and Early Head Start for the coming year.

We made the decision to not renew our lease at the Rockwood Multi-Services Center with Human Solutions. This was a financial decision that is projected to save the program \$50-\$70k. We have made arrangements for an additional classroom at Gresham United Methodist Church and made other rearrangements of classrooms.

We received notification of our award for our Federal Duration Grant for converting three classrooms to 5 days a week for 6.5 hours per day. Extended day services are needed in our community. These classrooms will start this coming fall of 2019.

We hosted the Preschool For All sub-committee on facilities at the Gresham campus on 3/15/19. The committee toured both our modular site and the Early Childhood Center. This group is touring the community learn about current facilities in the community that provide early childhood services.

Head Start held a recruitment day on 3/18/19 at Parkrose Community United Church of Christ. Families were able to sign up for Head Start and receive other resources from our community partners.

Our Executive Committee of Policy Council along with Head Start staff attended and testified at the Joint Ways and Means Road Show at PCC Cascade on 3/21/19. Natalie Constance (Head Start parent) was called to testify in support of Head Start and community colleges.

Enrollment Report for Feb 2019

This report shows the number of children enrolled in Head Start and Early Head Start. The Head Start Act 642(d)(2) requires a report of program enrollment periodically to the Policy Council and the Board.

Este informe muestra el número de niños matriculados en Head Start y Early Head Start. La Ley de Head Start 642 (d) (2), requiere un informe periódicamente de la inscripción en el programa a Policy Council y a la Directiva.

В этом рапорте показано также количество детей в Head Start и Early Head Start. Акт 642(d)(2) требует периодические рапорты о количестве обслуживаемых детей для подачи в Совет Стратегии и в Совет Директоров.

Number of children funded to serve 2018-19

Head Start		Early Head Start	
Federal	399	Federal	116
State	619	Federal Expansion	24
City of Portland	40	State	6
		City of Portland	30
		MIECHV	20
		Child Care Partnerships	75
Total:	1058	Total:	271

Enrollment for November

Head Start	Children	Early Head Start	Children
Head Start	1058	Early Head Start	164
		EHS Non-Partnerships	32
		EHS Child Care Partnerships	75
Total:	1058	Total:	271

Waitlist

Program	Children
Head Start	179
Early Head Start	175
EHS Child Care Partnerships	25
Total:	379

Average Daily Attendance by Head Start or Early Head Start Center 2018-19

This report shows the average daily attendance for each Head Start and Early Head Start Site. The Head Start Performance Standards state Sites should maintain an average attendance of at least 85%. When the average daily attendance falls below 85%, the program must analyze the reasons. The Head Start Act 642(d)(2) requires the program to report this monthly to the Policy Council and the Board.

Este informe muestra el promedio de asistencia diaria en cada Centro de Head Start y Early Head Start. El Desempeño de las Normas de Funcionamiento de Head Start manifiesta que los Centros deben mantener un promedio de asistencia de al menos el 85%. Cuando el promedio de asistencia diaria baja del 85%, el programa debe analizar las razones. La Ley de Head Start 462(d)(2) requiere que el programa de un informe mensualmente a Policy Council y a la Directiva.

В этом же рапорте показана средняя дневная посещаемость по центрам в Head Start и Early Head Start. Стандарты Head Start требуют поддерживать среднюю посещаемость не ниже 85%. Если средняя дневная посещаемость падает ниже 85% время бить тревогу и искать причину, тот же Акт 642(d)(2) требует ежемесячных рапортов в Совет Стратегии и в Совет Директоров.

Center	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	Total
Cascade Crossing			97%	91%	90%	71%	86%	80%					86%
Davis			95%	90%	90%	90%	90%	78%					89%
Division			89%	87%	83%	80%	74%	76%					81%
Earl Boyles			98%	97%	91%	93%	94%	95%					95%
Early Childhood Center Part Day			85%	81%	78%	76%	74%	77%					79%
Early Childhood Center Full Day			83%	90%	88%	79%	78%	79%					83%
Fairview			86%	81%	78%	79%	74%	65%					77%
Gateway			83%	82%	83%	78%	81%	75%					80%
Gethsemane			83%	85%	86%	77%	80%	78%					81%
Gresham United Methodist			95%	84%	80%	73%	65%	67%					77%
Hazelwood	60%	77%	96%	94%	91%	86%	88%	82%					84%
Kelly Place			90%	91%	92%	85%	87%	82%					88%
Knott			86%	83%	78%	75%	80%	70%					79%
Mt. Hood			90%	91%	87%	88%	89%	78%					87%
North Powellhurst			91%	89%	88%	82%	86%	80%					86%
Rockwood 181			89%	84%	80%	78%	82%	73%					81%
Rockwood Stark			84%	75%	78%	77%	78%	71%					77%
Russellville	74%	77%	90%	90%	89%	82%	84%	78%					83%
Sunrise			90%	88%	86%	81%	80%	78%					84%
Troutdale			91%	91%	85%	79%	79%	72%					83%
Program ADA	67%	77%	89%	87%	85%	80%	81%	77%	0%	0%	0%	0%	83%

Average Daily Attendance by Early Head Start Center

Center	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	Total
Early Childhood Center	0%	0%	86%	90%	88%	72%	79%	77%					82%
Hazelwood	86%	90%	89%	89%	86%	90%	87%	84%					87%
Russellville	62%	81%	78%	92%	90%	83%	78%	79%					80%
Willow Tree	0%	0%	87%	90%	93%	76%	83%	84%					85%
Program ADA	74%	85%	85%	90%	89%	80%	82%	81%	0%	0%	0%	0%	84%

*children attending Russellville, Hazelwood and Willow Tree are subsidized by DHS child care subsidy

Average Daily Attendance by Early Head Start Child Care Partnerships

Center	Jul.	Aug.	Sep.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	Jun.	Total
David Douglas High School			75%	56%	44%	38%	72%	53%					56%
Discovery Garden Child Care	71%	86%	89%	93%	90%	80%	91%	62%					83%
Gresham High School			95%	84%	78%	80%	71%	68%					79%
KinderCare	85%	92%	91%	94%	90%	84%	77%	81%					87%
Little Friend's Day School	71%	86%	93%	91%	87%	92%	93%	88%					88%
Love Bugs	65%	87%	81%	83%	90%	72%	77%	90%					81%
Love Bugs Too	73%	80%	92%	83%	89%	89%	86%	85%					84%
Melody's Munchkins	41%	81%	84%	77%	100%	88%	83%	69%					78%
Melody's Munchkins-Teal House	82%	93%	89%	100%	100%								93%
Pixie Child Care	74%	81%	79%	74%	76%	62%	70%	69%					73%
Reynolds Learning Academy			69%	85%	73%	60%	72%	71%					72%
Program ADA	70%	86%	85%	84%	83%	74%	79%	73%	0%	0%	0%	0%	79%

February 2019 Attendance Analysis – Absences

Most of our programs maintained average daily attendance above 85% for the month of February. Although we are not required to analyze attendance if it is above 85%, we thought sharing the reasons for absences would be informative. Here is a breakdown of absences by program:

Head Start

Absence Reason	Percent
Illness	31%
No bus/no transportation*	19%
Appointment	5%
Vacation	2%
Family Emergency	2%
Other-Excused (i.e. with family member, lice)	16%
Unknown*	25%

Early Head Start

Absence Reason	Percent
Illness	28%
No bus/no transportation	5%
Appointment	6%
Vacation	0%
Family Emergency	3%
Other-Excused (i.e.19 with family member, lice)	27%
Unknown	31%

Child Care Partnerships (CCP)

Absence Reason	Percent
Illness	13%
No bus/no transportation	14%
Appointment	1%
Vacation	3%
Family Emergency	0%
Other-Excused (i.e. with family member, lice)	19%
Unknown	50%

Individual Attendance

The numbers below represent the percentage of individual children in our program this school year with moderate chronic absenteeism (80-89% Average Daily Attendance - ADA) and those with severe chronic absenteeism (less than 80% ADA) for the school year:

Program	80-89% ADA	Less than 80% ADA
Head Start	28%	38%
Early Head Start	22%	40%
Child Care Partnerships	28%	36%

**Mt. Hood Community College
Head Start Financial Report
February 2019**

This is a monthly report of the Head Start program grants and budget including credit card expenditures as required by the Head Start for School Readiness Act of 2007. 642(d)(2)

Este es un informe mensual de las becas del programa de Head Start y presupuesto incluyendo los gastos de tarjetas de crédito requerido por ley 2007. 642(d)(2)

Это ежемесячный рапорт по грнтам и бюджету в Head Start, включая затраты по кредитным картам. как требуется Актом Head Start 642(d)(2)о готовности к школе 2007. 642(d)(2)

BUDGET JULY 2018-JUNE 2019

FUNDING SOURCE	TOTAL FUNDS
Federal/State Head Start	11,082,762
State Duration	370,948
Children's Levy Head Start	435,492
Federal Early Head Start	1,593,650
EHS - Child Care Partnerships	1,619,864
Children's Levy EHS	539,089
EHS Expansion	390,464
State EHS	81,132
MIECHV	200,000
Total	16,313,401
*State Duration funds have not yet been released.	

EXPENDITURE REPORT FEBRUARY 2019

Budget Category	Budget	Spent	Percent Spent
Personnel/Salaries	7,470,080	657,714	60%
Fringe Benefits	4,285,430	366,007	59%
Travel	52,989	1,603	87%
Equipment	7,500	0	15%
Supplies	289,779	15,621	57%
Contractual	1,240,125	137,834	47%
Facilities/Property Services	799,938	71,851	75%
Other	360,969	11,596	46%
Indirect	1,435,643	149,854	58%
Total	15,942,453	1,412,080	59%

Reimbursement Funds

Source	Amount Budgeted	Amount Received Year to Date
DHS Child Care**	\$326,195	\$217,768
USDA Funds**	\$643,184	\$270,289.54

**Reimbursements have a lag time of up to 60 days

US Bank Visa Purchasing Cards for Head Start & Early Head Start

Visa Purchasing Cards used by Head Start staff are monitored monthly at several levels. Visa logs and receipts are prepared by card holder and reviewed monthly by supervisors who check for allowability of the purchases. The Financial Specialist in the Head Start office reviews the logs to ensure accuracy and the Head Start director signs off on each log. The business office does a final review for accuracy. Performance standards also require the Head Start Policy Council and MHCC Board of Education to review all VISA purchases.

Todas las compras para el programa realizadas por el personal de Head Start a través de las tarjetas Visa son supervisadas mensualmente en diferentes niveles. La hoja de registro de la tarjeta visa y recibos son preparados por la persona responsable y luego es revisado mensualmente por los supervisores para verificar dichas transacciones. La Especialista de Finanzas de la oficina de Head Start revisa las hojas de registro para asegurar la exactitud y luego la Directora de Head Start firma cada hoja de registro. La oficina de negocios hace la revisión final. También se especifica en las Normas de Desempeño que todas las compras para el programa de las tarjetas Visa, requieren de la revisión de Policy Council Head Start y de la Directiva de Educación de MHCC.

Кредитные карты Visa используются сотрудниками Head Start для покупок по работе и контролируются ежемесячно на нескольких уровнях. Записи затрат регистрируются вместе с корешками от чеков владельцем карты и рассматриваются на ежемесячной основе управляющими, которые проверяют законность покупок. Финансовый специалист в офисе Head Start проверяет выше указанную документацию на окуратность которую в последствии подписывает директор Head Start. После чего бизнес офис коледжа ведет еще одну проверку на окуратность, правомерность и законность, что в конечном итоге предоставляется на рассмотрение членам Совета Стратегии и Совету Директоров MHCC.

Closing Date 2/20/19

Description	Head Start	Early Head Start	Children's Levy EHS	Children's Levy HS	MIECHV	EHS-CCP	EHS Expansion	Totals
Center Supplies	10,900.93	1,386.35	255.65	308.08	81.64		385.07	\$12,932.65
Computer Supplies	137.51							\$137.51
Dental/Medical								\$0.00
Education Supplies	919.61							\$919.61
Family Services Supplies	265.27							\$265.27
Health Supplies	192.75	450.49	30.93	14.27	495.17			\$1,183.61
Kitchen Supplies								\$0.00
Office Supplies								\$0.00
Other Costs	6,357.65	642.18	214.30	214.30				\$7,428.43
Parent Activities	397.56					55.70		\$397.56
Postage	2.79							\$2.79
Pre-Employment	633.44	137.31	3.06				9.00	\$773.81
Site Repair / Maintenance	951.55	455.60		53.74			8.70	\$1,460.89
Training	5,483.91	243.14				3,166.83		\$5,727.05
Vehicle Costs	2,931.73							\$2,931.73
Utilities	4,029.08	373.59	304.86	23.20	237.88	265.64	227.82	\$4,968.61
Total	\$33,203.78	\$3,688.66	\$808.80	613.59	\$814.69	\$3,488.17		\$39,129.52

**USDA / CACFP Monthly Report
HS and EHS Classrooms**

This report shows the numbers of meals and snacks served across Head Start as well as the reimbursement we receive from the USDA for these meals and snacks. The Head Start Act 642(d) (2) requires a monthly report of meals and snacks provided by the USDA to be reported monthly to the Policy Council and the Board.

Este informe muestra el número de comidas y meriendas servidos a través de todo el programa de Head Start, así como el reembolso que recibimos de USDA por las comidas y meriendas. La Ley de Head Start 462(d) (2) requiere que el programa de un informe mensualmente a Policy Council y a la Directiva.

Этот рапорт показывает количество обедов подаваемых в Head Start а так же размер компенсации получаемой нами от USDA. Акт 642(d)(2) Head Start требует ежемесячных рапортов в Совет Стратегии и в Совет Директоров о продовольствии предоставленном USDA.

USDA Reimbursement Rates for 2018-19

Meal	Rate per Meal
Breakfast	1.79
Lunch	3.545
Snack	0.91

January 2019

Meal	Number of meals served
Breakfast	13,144
Lunch	13,651
Snack	4,410
Total Reimbursement for the month:	\$75,933.66

February 2019

Meal	Number of meals served
Breakfast	10,700
Lunch	11,466
Snack	4,425
Total Reimbursement for the month:	\$63,826.72

Head Start and Early Head Start Non Federal Share Report

2018-19

This is a monthly report of the Head Start Program's Non- Federal Share (in-kind) as required by the Head Start School for Readiness Act of 2007. Federal funds are awarded to Head Start and Early Head Start programs with the stipulation that programs annually raise a 25% in kind match.

Este es un informe mensual del programa de Head Start requerido por la Preparación Escolar de la Ley 2007. Los Fondos Federales otorgados para el programa de Head Start y Early Head Start se estiman arriba del 25% anualmente (según diferentes tipos de donaciones).

Total Annual Budget	
Federal EHS Grant	\$1,491,196.00
Federal EHS Child Care Partnerships	\$1,567,424.00
Federal EHS Non-Partnership	
Federal HS Grant	\$5,157,545.00
TOTAL GRANT	\$8,216,165.00
Match Needed:	\$2,054,041.25

Available Match:	
Oregon Head Start	\$5,688,844.00
Oregon EHS	\$81,132.00
Portland Children's Levy	\$386,826
Total	\$6,156,802.00



ACTION

MT. HOOD COMMUNITY COLLEGE DISTRICT BOARD OF EDUCATION

DATE: *April 17, 2019*

ITEM TITLE: **7.1g**

CONTACT PERSON: *Pam Greenough Corrie, Director of Head Start*

SUBJECT: EARLY HEAD START CHILD CARE PARTNERSHIPS GRANT APPLICATION FOR 2019-20

Head Start is requesting permission to submit the Early Head Start Child Care Partnerships Grant application for 2019-2020 for the amount of \$1,647,872. Mt. Hood Community College Head Start and Early Head Start Policy Council has approved this grant application

RECOMMENDATION: **Approval to submit grant as described above.**



ACTION

MT. HOOD COMMUNITY COLLEGE DISTRICT BOARD OF EDUCATION

DATE: *April 17, 2019*

ITEM TITLE: 7.2

CONTACT PERSON: *Travis Brown, Director of Human Resources, and Stephanie McGee, Labor Relations Manager*

SUBJECT: HEAD START CONTRACT RATIFICATION FOR JULY 1, 2018 THROUGH JULY 30, 2020

**COLLECTIVE BARGAINING
AGREEMENT BETWEEN
MT. HOOD COMMUNITY COLLEGE
HEAD START
AND
OREGON SCHOOL EMPLOYEES
ASSOCIATION**

July 1, 2018 – June 30, 2020

MT. HOOD COMMUNITY COLLEGE HEAD START AND OREGON SCHOOL
EMPLOYEES ASSOCIATION AGREEMENT

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ARTICLE 1

RECOGNITION

- 1.1 The Board recognizes the Oregon School Employees Association (“Union”) as the sole and exclusive bargaining representative of all full time, part time, limited duration, and substitute employees who have worked in excess of 90 consecutive calendar days at Mt. Hood Community College Head Start and Early Head Start programs including Parents as Teachers (PAT) employees, excluding supervisory employees, confidential employees, contracted employees and substitutes who have not yet worked 90 consecutive calendar days as employees with regard to wages, hours, and conditions of employment.
- 1.2 A full time employee is an employee working a regular schedule of 1040 hours or greater in a fiscal year. (Excluding substitutes).
- 1.3 A part time employee is an employee working a regular schedule less than 1040 hours in a fiscal year.
- 1.4 A substitute employee’s period of employment ends June 30 each year. Substitute employees may be re-called for the following fiscal year upon notice from the employer. Substitute employees not re-called to work have no further rights under the terms of this agreement. A substitute employee has no regular assigned schedule and is utilized on an as needed basis.
- 1.5 A limited duration position shall be hired for defined projects or tasks for a clearly defined length of time not to last longer than one fiscal year.
- 1.6 Positions are based on 1.0 FTE or approximately 2080 hours in a fiscal year. An employee working less than 1.0 FTE is a reduced FTE. For example, an employee working .75 FTE is working approximately 1560 hours per fiscal year.

ARTICLE 2

UNION SECURITY, MEMBERSHIP, DUES AND PAYROLL DEDUCTIONS

2.1 Union Security

- a. Any member of the bargaining unit may authorize, in writing to the Union, the Employer to deduct from their pay the amount of dues, fees, and/or assessments charged by the union.
 1. The written dues deduction authorization must be forwarded to the Payroll Office at the Gresham campus as soon as possible in order to effectuate such deduction.
 2. Upon receipt of a payroll deduction authorization from the employee, the Employer will make monthly Union dues deductions from the employee's pay effective the date of the signed authorization.
 3. The amounts deducted by the Employer shall be remitted, together with an itemized statement, to the Union no later than the second week of the month following such deduction.
 4. Authorizations for payroll deduction under this Article shall remain valid until revoked by the employee in writing to the Union.
 5. Any such revocations must be forwarded to the Employer by the Union so that changes can be effectuated at the earliest possible time, but no later than by the due date for the next payroll.
- b. The Employer agrees to provide a monthly list to the Union of all newly hired employees covered by this Agreement. This list shall contain the names of the employee, along with their job classification, intended work site, and available contact information.
- c. The Employer agrees to provide a monthly list to the Union of any employees covered by this Agreement who terminate employment. This list will contain the name of the employee, job classification, and most recent work site assignment, and available contact information.
- d. The Employer will advise all newly employed personnel at the time of their employment that the Union is their exclusive bargaining representative.
- e. The Union will notify the Employer's agent, in writing, of the exact amount of regular membership dues to be deducted and the exact names of the members

from whom such deductions are to be made each month.

2.2 The Union agrees to hold the Employer harmless against any and all claims, suits, orders or judgments brought against the Employer as a result of the deduction of dues in accord with section 2.1 above.

2.3 Bona Fide Religious Exemption:

a. This agreement safeguards the rights of non-association of employees based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount of money equivalent to regular Union dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the Union. The employee shall furnish written proof to the Employer that such payments have been made.

2.4 Annual Employee List Maintenance

a. The Employer will supply the Union with a list of all employees after the September payroll has been completed. This notification will include contact information, classification, and identification of the intended worksite for each new employee. This list shall be provided in electronic format when possible.

2.5 Union Information Updates

a. The Union Executive Board members will have up to a total of ten (10) minutes to share OSEA Chapter 603 news and updates during the regularly scheduled All Staff meetings currently held in September, December, and March.

ARTICLE 3

UNION RIGHTS

- 3.1 The Employer agrees to provide suitable space on bulletin boards and work site notebooks for the Union's use in communicating with members. Union communications shall include a statement that its source is the Union and shall only be of business matters of interest to its members. There shall be no derogatory, obscene, inappropriate or defamatory material posted.
- 3.2 Duly authorized representatives of the Union may transact official Union business during times when employees are on their meal period, break and/or before or after work hours. These meetings shall occur in non-work areas. Authorized association representatives must notify site management of their arrival during work hours. The representative may leave a message for the employee.
- 3.3 The Employer shall allow the Union to use its interoffice mail and email system for union business communication purposes. Communications or other materials dealing with Union business must be prepared during non-work times. The Union agrees to adhere to the Employer's "Acceptable Use of Computing and Telecommunications Resources" policy AR-2060-E. Violations of the policy may result in suspension of Union's usage.
- 3.4 Upon request and with prior approval, the Employer will allow the Union use of facilities without charge for meetings for the purpose of conducting Union business.
- 3.5 The Employer may grant members of the Union unpaid leave for attending conferences and other Union sponsored programs. Requests for time away from work for Union business must be submitted to the supervisor no less than two (2) weeks in advance of the requested time off. These leaves must be approved in advance by management and the Union will reimburse the Employer for its costs associated with granting this leave. All leaves of absence under Article 3.5 must be approved by the Director or designee.
- 3.6 Designated Union representatives will be granted time off with no loss of pay or benefits to represent employees in meetings with management. Employees acting as representatives must first notify their immediate supervisor to make any necessary arrangements.
- 3.7 New Employee Orientation – The Union will have the ability to provide a five (5) minute new employee orientation from a union representative (from within the new employee's same work location) within the first fifteen (15) working days of the new employee's employment.

ARTICLE 4

POSITION VACANCIES AND EMPLOYEE PROBATION PERIOD

- 4.1 Position vacancies will be posted, internally and/or externally, via email, bulletin boards or site notebooks for a minimum of five (5) days.
- 4.2 It is the practice of the Employer to promote existing employees. When existing employees apply for a vacant posting and meet minimum qualifications, the top three most qualified internal candidates as determined by the hiring manager and/or program management will be offered an interview.
- 4.3 The Head Start Director has final approval for all applicants recommended by the Hiring Committee.
- 4.4 An internal candidate hired into a higher level position will be placed at the step in the new classification that provides an increase of one step from their current wage amount or the first step of the new salary range, whichever is higher. No employee shall be paid at a rate higher than the last step of the pay level.
- 4.5 All new full time, part time, limited duration, and substitute employees are subject to a probationary period of 130 working days. Probationary employees are not subject to the discipline language contained in this agreement and may be terminated during the probationary period for any reason deemed sufficient by the employer.

Probationary employees will be evaluated during the probationary period. With Employer, employee and Union agreement, the probationary period may be extended in an effort to provide the new employee with full opportunity for success.

- 4.6 Every site will be staffed with at least one employee who is First Aid and CPR certified. The program's intention is that every classroom will be staffed with employees who have active First Aid and CPR certifications, however, there are instances in which this may be impossible and the implementation of this may take time as this intent is more restrictive than regulations. ESM's shall make every effort to provide coverage if the First Aid and CPR trained employee is absent.

ARTICLE 5

GRIEVANCE PROCEDURE

5.1 The parties will strive to resolve grievances at the lowest possible level.

5.2 Definitions:

- a. Grievance: an alleged violation of the terms of this agreement.
- b. Grievant: the person or persons making the claim.
- c. Parties directly involved: refers to the grievant, the administrator who made the decision or took the action that is being grieved, and any administrator who has given a decision in the grievance procedure.
- d. Days: refers to work days
- e. Representative: a Union member the grievant may choose to accompany and advise or assist them during meetings with management.

5.3 Time Limit for Filing:

The grievance process must be initiated as described below within twenty (20) days of the time when the grievant knew or should have known the alleged violation.

5.4 Steps:

a. Informal Step

The subject of a potential grievance will first be communicated with the immediate supervisor. The employee will describe the alleged violation of the agreement with their supervisor, identify the specific term(s) of the agreement that have allegedly been violated and specify the relief or remedy that will resolve the issue. If a meeting is needed, a Union representative may be present if requested by the employee for the purpose of assuring that resolution to the grievance is consistent with the terms of the agreement. Any final resolution involving contractual interpretation will be reached in consultation with Human Resources. Every effort will be made by all parties to resolve issues in the Informal Step. If no mutually agreed upon resolution is reached within ten (10) days of the communication, the grievance may be moved to the next step.

b. Formal Step

If the grievance is not resolved as a result of the Informal Step discussion with the immediate supervisor, a formal written grievance must be presented to the Head Start Director (or designee) within ten (10) days of the Informal Step

communication. The written grievance will set forth the specific terms of the agreement that have allegedly been violated, specify a specific remedy that is being sought, and the reasons why the Informal Step conversation is being rejected as a means to resolve the dispute. The Head Start Director (or designee) shall meet with the grievant to discuss the alleged violation within ten (10) days of receipt of the written grievance. The Head Start Director (or designee) will provide a written decision to the grievant within ten (10) days of the Formal Step meeting, unless this timeline is extended via mutual consent.

c. Arbitration

If the grievant is not satisfied with the Formal Step decision, the Union may submit the matter to arbitration. The Union must notify the Employer in writing of its desire to arbitrate within ten (10) days of receipt of the Formal Step decision.

The parties (or their representatives) shall attempt to mutually select an arbitrator. If they are unable, the parties will request a list of arbitrators from the Employment Relations Board. The parties will attempt to select a name from the provided list. If they are unable, the parties will alternately strike names from the list until one (1) name remains. The parties shall flip a coin to decide who will strike first.

In the conduct of the hearing, the parties shall be bound by the rules of the American Arbitration Association. The arbitrator shall also be bound by the rules of the American Arbitration Association in conducting the hearing and rendering his/her decision, provided that he/she will not have the power or authority to amend, modify, alter, add to or subtract from this agreement.

The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning and conclusions on the issues submitted. A lawful decision of the arbitrator within his/her authority shall be binding upon the parties.

The arbitrator's fees shall be borne equally by the parties.

5.5 A settlement of any grievance under the grievance procedure above will be final and binding on the Employer, Union and the employee(s) involved. The time period specified in this article may be extended or modified by written mutual consent.

5.6 Contract Maintenance Committee

The Employer and the Union agree that the problem solving of issues at the lowest levels is in the interest of all parties.

In an effort to allow this, the parties agree to create a Contract Maintenance Committee ("CMC"). 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.

The work of this committee is considered advisory and will not replace the grievance process as outlined above.

The CMC will operate with the following expectations:

- a. The President of the College and the President of the Union, or their designees, will each identify up to five (5) representatives that will comprise the CMC.
- b. The CMC shall meet monthly on paid time during normal working hours at a mutually agreed upon time and place.
- c. Meetings will not be scheduled more often than monthly without the consent of both parties.
- d. Either parties may submit agenda items. Agenda items should be submitted one week before the scheduled meeting, if possible. This is to allow parties to properly prepare and have productive meetings.
- e. Resource person(s) may be called in by mutual consent of the parties, upon request.
- f. 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 Union 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.

ARTICLE 6

DISCIPLINE AND DISCHARGE

- 6.1 No employee shall be disciplined without just cause.
- 6.2 Employees shall have the right to request a Union representative in any meeting with the employer that the employer determines may lead to disciplinary action.
- 6.3 The principles of progressive discipline shall be utilized when appropriate but any level of discipline, up to and including discharge, may be implemented as determined appropriate by the Employer. The levels of discipline are not necessarily sequential. Discipline may include, but not be limited to, one or more of the following: written reprimands; suspension with or without pay; demotion, or discharge.
- 6.4 Verbal counseling, documentation of verbal counseling, coaching, performance coaching, written plans for improvement, work directives, statements of job or performance expectations, plan of assistance, and performance evaluations are not considered disciplinary and are not subject to any of the provisions of this article or Article 5: Grievance Procedure.

ARTICLE 7

LAYOFF AND RECALL

No provisions of this article apply to substitutes

- 7.1 In the event of a need for a reduction in force, an elimination of positions, or any reorganization of the Head Start program resulting in the elimination of positions covered by this agreement, employees will be laid off within each position by inverse order of seniority, except for a defined operational need or requirement necessary to achieve or maintain Head Start regulations. In the event of hire on the same date, names will be drawn to determine seniority.
- 7.2 Seniority for full time and part time employees is defined as the length of continuous employment with Head Start in a full time or part time position covered by the terms of this agreement. Continuous service is determined by the date the employee began work in a full time or part time position covered by this agreement, provided such service has not been interrupted by any of the following:
- Termination of employment, if not rehired within one (1) year;
 - Layoff extending beyond two (2) years will be excluded from the continuous service calculation.
- 7.3 Head Start will provide impacted employees with as much notice as possible but at least one (1) calendar month notice of lay off. The Association should be notified as soon as practical of the possibility of impending layoffs.
- 7.4 Full time employees may bump either full or part time employees. Part time employees may only bump other part time employees or assume a vacant part time position, if qualified for the position. An employee who has received notice of layoff may notify the Head Start Director (or designee) within five (5) working days of receiving the layoff notice of a desire to bump. An exception may be made for operational need or requirement necessary. The bumping sequence is defined below:
- a. A vacant, available position at the same level or lower within the same job family as specified in Appendix A, for which they are fully qualified without additional training;
 - b. The least senior employee in an equivalent or lower level position within the same job family as specified in Appendix A for which they are fully qualified without additional training;

- c. The least senior employee in the same or lower level position they have previously held with MHCC's Head Start or Early Head Start for which they are fully qualified without additional training.

Exceptions to the parameters outlined above may be granted at the discretion of the Head Start Director or designee for a defined operational need or requirement necessary to achieve or maintain Head Start regulations.

- 7.5 Laid off employees shall be placed on a twenty four (24) month recall list. Employees are responsible for ensuring that the employer has updated contact information on file throughout the recall period. Employees will be recalled by position. Full time employees may be recalled into full time or part time positions. Part time employees may only be recalled into part time positions.

No new employees shall be hired into a classification which has experienced a layoff and continues to have employees on a recall list who meet all current qualifications without further training.

- 7.6 Employees who decline recall to an equivalent position or who do not respond to an offer of recall within seven (7) calendar days shall be removed from the recall list. Failure to respond to or accept the position will be considered a voluntary resignation. However, as an exception, employees on recall may decline one (1) offer of employment which does not provide 80% of the employee's former compensation. Under these circumstances, an employee will not forfeit his/her recall rights.
- 7.7 Full time employees recalled into a part time position retain recall rights to full time positions as they become available throughout the entire twenty four (24) month recall period.
- 7.8 An employee may be removed from the recall list upon written request.

ARTICLE 8

PERSONNEL RECORDS

- 8.1 An employee's personnel file will be maintained by Human Resources and shall not contain any written disciplinary action that does not bear the employee's signature or initials indicating that the employee has been shown the material or a statement by a supervisor that the employee has been shown the material and that the employee has refused to sign. An employee shall have the right to attach a written response to any disciplinary material contained in their file within thirty (30) calendar days of their knowledge of such material.
- 8.2 An employee may request to have detrimental material expunged after it has existed in the file for three (3) years, except:
- a. Material which is presently involved in disciplinary hearings or pending litigation
 - b. Material that is otherwise required by law to be maintained
 - c. When the personnel file contains documentation related to a subsequent incident of the same type
 - d. Performance evaluations
- 8.3 Upon reasonable notice, a Union representative shall be able to examine an employee's personnel file if written permission from the employee is provided.
- 8.4 Upon reasonable notice, an employee may examine their personnel file upon submission of a written request to the Human Resources office. The inspection shall take place in a private location provided by the employer during normal business hours. No portion of the file may be removed by the employee but the employee may request copies of material contained in the file. The employer may require the inspection take place in the presence of an employer designated agent.

ARTICLE 9

HOURS OF WORK/WORK WEEK/BREAKS/MEAL PERIODS/COMPENSATION

9.1 Work Schedules

- a. The work week begins at 12:00 AM on Saturday and ends at 11:59 PM on Friday.
- b. By the third week of June the Head Start Director (or designee) will provide all employees with a copy of program calendars, the program intended start date, and the employee anticipated start date.
- c. By July 31 of each year, the Head Start Director (or designee) will provide each full-time employee with their service calendar.
- d. By August 31 of each year, each part-time employee will be provided their expected work schedule for the upcoming school year.

9.2 Overtime, including compensatory time and time worked beyond the employee’s assigned schedule, must be approved in advance by the employee’s supervisor. Compensatory time shall be utilized within the same pay period as earned. Any compensatory time not utilized within the same pay period will be paid in that month’s paycheck.

9.3 Non-exempt employees who are required to work beyond a forty (40) hour work week in any 168 hour period beginning Saturday at 12:00 AM, will receive overtime compensation for such time worked in excess of forty (40) hours at the overtime rate of time and one-half (1 ½) their hourly base rate or, at the employee’s written request, will be granted compensatory time off at the rate of one and one-half (1 ½) times the amount of time worked in excess of forty (40) hours. No leaves shall apply in the calculation of overtime.

9.4 Each non-exempt employee shall receive a paid rest period of fifteen (15) minutes for each period of consecutive service exceeding two (2) hours and up to four (4) hours. Such rest period should occur near the midpoint of the work segment if possible. Rest periods may not be added to the beginning or end of a meal period or be deducted from the beginning or end of a work shift in order to reduce the length of a work period.

Each non-exempt employee who is scheduled to work six (6) hours per day or more shall receive an uninterrupted, unpaid meal period of one half (1/2) hour. Such time will be scheduled by the employee’s supervisor and should occur near the midpoint of the shift.

<u>Length of Work Period</u>	<u># of Rest Periods</u>	<u># of Meal Periods</u>
2 hours or less	0	0
2 hours 1 min – 5 hrs. 59 min	1	0
6 hours	1	1

6 hours 1 min – 10 hours	2	1
10 hrs 1 min – 13 hrs 59 min	3	1

Exempt employees work schedules shall be flexible in order to meet program needs. Exempt employees shall coordinate their rest breaks and lunch break schedules with program needs in mind.

9.5 Workload Prioritization

An employee may submit a written request, to their supervisor for assistance in establishing or adjusting priorities to carry out work assignments. The supervisor will respond to the request within five (5) working days. The employee may request a written response from the supervisor.

9.6 Salary Schedule

Upon ratification, wages for 2018-2019 program year provided in Appendix B, will be implemented. The 2018-2019 salary schedule shall include step increases of one percent (1%) between each step. All current employees received a 2.6% COLA adjustment and a step increase on the previous salary schedule on 7/1/18. Retroactivity for salary adjustments in the new schedule will go back to 9/1/18.

The Union and the Employer agree to an economic reopener for Article 9, section 9.6, and the Appendix B, Salary Schedule during the Spring of 2019. This is a limited reopener, outside of ORS 243.698, and is solely based on any additional funding and not dependent on any employer funding.

If this reopener is triggered, the first meeting of the reopener negotiation shall be before May 1st, 2019. Bargaining will last no longer than 90-days with one meeting every 4 weeks, as scheduled.

If the parties are unable to reach agreement for the 2019 economic reopener herein referred to there will be no right to strike for the bargaining unit. This waiver is a non-precedent setting agreement. The parties will address unresolved issues during successor agreement collective bargaining in 2020.

9.7 Step Increase

- a. Effective July 1, 2018 eligible employees will receive a step increase (1) on July 1 of each year unless they are at the top of the salary schedule. However, an employee who is hired between February 1 and June 30 will not be eligible for the step increase in July.
- b. No employees wage shall be reduced by the new Salary Schedule found in

Appendix B. Employees with a base wage above the top step shall remain frozen at their current wage until the salary step scale rises above their current wage.

- c. In each year of this contract, all represented employees shall receive any COLA approved and funded by the federal government.
- d. All newly hired employees shall be placed between step 1 and step 3 of the salary schedule depending on education and experience.

9.8 Longevity Pay –

- a. All employees will qualify for a longevity pay at the completion of ten (10) years of continuous employment with the employer. Longevity pay will be calculated as of the last pay period of the calendar year. Longevity pay will be a one-time payment per year as follows:

	10-14 years Continuous Service	15+ years Continuous Service
Last pay period of the calendar year	\$200	\$250

- b. In most cases, “Continuous Employment” shall mean unbroken service from last date of hire. In cases where there has been an approved period of unpaid leave or layoff, the employee will receive credit for service before and after the break, but not during the break in calculating eligibility for longevity pay.

9.9 Work performed at home must be approved in advance by the supervisor.

9.10 Bilingual Pay Premium Incentive

Employees who are hired, promoted, or voluntarily transfer into a position which requires the use of bilingual skills shall be paid a premium incentive of 5% of base hourly wage for all hours worked. Bilingual skills shall mean the translation to and from English, the interpretation of another language or the use of sign language.

With the approval of the supervisor, employees may volunteer themselves as bilingual employees by filling out an Application for Bilingual Pay form. These employees shall receive the incentive as per the above, retroactive to the date of the application for the premium incentive.

This incentive will end June 30 each year. Every year, the need for the bilingual skills will be reassessed. Nothing shall prevent the employer from ending the bilingual pay incentive with 30 days’ notice to the employee.

9.11 Working out of classification.

When an employee is temporarily assigned duties, in writing, in a higher classification for a period longer than five (5) consecutive working days, they shall be compensated at the rate of 105% of their current rate or the equivalent of the first step in the higher pay range, whichever is higher, for the entire duration of the assignment. Out of classification pay is only for the time spent performing duties of the higher classification.

- 9.12 Employees who are designated FLSA exempt employees will be required to work an assigned schedule but this schedule may vary and will be determined by the supervisor. The work schedule may be flexible in order to meet the needs of the program. Generally, an exempt employee will be required to maintain the overall forty (40) hour week (or pro-rated FTE portion thereof).

The College and the Union agree to explore the classification of exempt/non-exempt status and determine whether Teachers within the MHCC Head Start are appropriately classified as exempt. This analysis and a determination should be made by May 1, 2019. A determination based on most applicable case law will be the final resolution tool between both parties and their legal counsels. Once a legal determination is made about the classification of the parties, the Agency and the Union will move forward as the law dictates. If HS teachers are appropriately classified as exempt, similar practices will continue as dictated in the Fair Labor Standards Act.

- 9.13 Planning Time Task Force – The Employer and the Union agree that planning time is essential to provide quality service. The charge of this task force is to discuss the necessity of planning time and the appropriate level of time allocated for planning for Teachers, Family Support Specialists, Family Support Specialist Associates and additional positions that may require planning time. The work of this committee is considered advisory and will not replace the grievance process as outlined above. Additionally, the work of the PTTF will not be subject to the grievance procedure as outlined above.

The PTTF will operate with the following expectations:

- g. The Head Start Director, or designee, and the President of the Union, or their designees, will each identify up to five (5) representatives that will comprise the PTTF. Each of the three different positions mentioned shall be represented on this task force.
- h. The PTTF shall meet on paid time during normal working hours at a mutually agreed upon time and place to address the topic of necessary planning time.
- i. Meetings will not be scheduled more often than monthly without the consent of both parties.
- j. Decisions will be made by basic majority.

- k. Resource person(s) may be called in by mutual consent of the parties, upon request.
- l. Ground rules will be established through mutual agreement of the PTTF membership.

The PTTF will develop a written recommendation for the Head Start Director about the appropriate level of planning time by June 30, 2019 in order for administration to appropriately consider the recommendation.

9.14 When an enrolled child or children requires assistance from a staff member to administer medications that require additional/medial training and approval from the Head Start nurse, excluding common over the counter medication, an employee may be assigned in writing the duty to assist and perform such administration. A maximum of two designated staff will receive a monthly stipend of fifty dollars (\$50) each per month for each month of the duration of the assignment.

9.15 Lead Teacher Premium Incentive

Employees who are given Lead Teacher duties, shall be paid a premium incentive of 5% of base hourly wage for all hours worked. Lead Teacher duties will be assigned in writing and will only continue for the time period specified in the offer letter for these duties.

9.16 Home visits shall end at 7:00 PM or later at the discretion of the employee in consultation with their manager.

ARTICLE 10

PAYROLL

- 10.1 All employees will be paid once per month, at a minimum. Employees have the option to have their check direct deposited into a bank account of their choice or to have a payroll check issued. Payroll checks may be picked up at the MHCC Gresham Campus between the hours of 8:00 AM and 3:00 PM on payday. For employees who elect to have a payroll check issued but do not pick up the check by 3:00 PM, Employer will mail payroll checks by 3:00 PM on payday to the employee's home address on file.
- 10.2 Time and Attendance System
- a. For the period of July 1, 2018 until June 30, 2019, the current payroll system shall be maintained. This is to allow time for the new time and attendance system to be implemented. Currently, a full time employee's monthly gross pay is calculated by taking their total fiscal year salary and dividing it into equal payments based on the employee's work schedule and payment option. Full time employees working less than twelve (12) months may request that their annual salary be divided and paid in twelve (12) equal checks. Employees working less than fifty (50) percent of the possible scheduled hours in their first month of employment or the first month of the fiscal year will be paid for actual time worked for that month. Equal monthly payments will begin the following monthly payroll.
 - b. Upon implementation of the Employers time and attendance system, non-exempt employees will be paid for time worked in each pay period. Exempt employees will only be paid during the months in which they work.
 1. In order to assist employees with this transition, the parties agree to continue to explore the options available to employees in order to assist with the implementation.
 2. Additionally, Employer agrees to provide budgeting education, personal finance classes, and/or opportunities to learn how to work with the new time and attendance system and related expectations to be scheduled as soon as tentative agreement is reached on this Contract and continuing until the time and attendance system is fully implemented or until at least six months after the system is implemented, whichever is later.
 3. Parties agree that employees will have the option to direct a specific amount of earned income to be withheld out of each paycheck for distribution as directed on the withholding form. This form must be filled out, signed and submitted to Employer by October 1st of each year.

10.3 Pay for employees working less than full time shall be paid based on actual hours worked in that month.

10.4 Over Payment and Under Payment

A. In the event an employee receives wages or benefits from the Employer to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, the Employer will notify the employee in writing of the overpayment which will include information supporting that an overpayment exists, and the amount of wages and/or benefits to be repaid.

B. For the purposes of recovering overpayments, the following shall apply:

1. The employee and the Employer will meet and attempt to reach mutual agreement on a repayment schedule within 10 days.

2. If no mutual agreement is reached, the Employer will implement the repayment schedule as follows:

a. If an overpayment is less than 5% of the employee's monthly base salary, the overpayment will be recovered in a lump-sum deduction from the employees next paycheck or

b. If an overpayment is more than 5%, the overpayment will be recovered in equal monthly amounts from the employee's paycheck but must be fully repaid in the same fiscal year.

3. If an employee leaves the Employer before the Employer fully recovers the overpayment, the remaining amount may be deducted from the employee's final check.

C. For the purposes of underpayment the following shall apply:

a. If an employee does not receive the wages or benefits to which the College agreed the employee was entitled, the College shall notify the employee in writing of the underpayment. This notification will include information showing that an underpayment exists and the amount of wages or benefits to be paid within 30 calendar days.

b. When an employee discovers an underpayment error, the employee shall notify Human Resources in writing. This notification will include information showing that an underpayment exists.

- c. This article does not waive the Employer's right to pursue other legal procedures and processes to recoup an overpayment made to an employee at any time.

ARTICLE 11

CLOSURE, CANCELLATION, AND DELAYED OPENINGS

- 11.1 Inclement weather and / or other emergent situations may result in one of the following for the Head Start program or specific worksites:
- a. Closure: no students and no staff
 - b. Cancellation: no students, full time staff report
 - c. Delayed opening, morning classes canceled, all full time staff report at the designated time.
 - d. Early release
- 11.2 If the agency is closed for up to one full day, full time staff will be paid for their regularly scheduled hours. Closures extending beyond one full day may be unpaid, paid or may be made up at a later date in the same school year at the discretion of the Head Start Director.
- 11.3 During a cancellation or delayed opening, full time staff members are to report to work at the designated time. If a full time employee is unable to report to work at the designated time, they must contact the supervisor as early as possible. Time loss for hours missed due to being unable to report at the designated time will not be paid but may be covered by accrued paid vacation.
- 11.4 If the agency determines it is necessary to close programs or worksites early, staff may not be released early as determined by the Head Start Director or designee. Full time staff released early will be paid for the full number of hours of their regular schedule for that day.

ARTICLE 12

EARLY RETIREMENT BENEFITS

- 12.1 Full time employees who retire shall have only those early retirement benefits stated in the collective bargaining agreement in effect on their retirement. The parties understand and acknowledge that benefit levels, benefits eligibility, and the length of time the retiree receives benefits under this provision may change after the employee retires in accordance with the terms contained in successor agreements. The retiree will be subject to those changes.
- 12.2 Full time employees of age 55 years or older, who have served the College/Head Start for a minimum of ten (10) years of continuous service immediately prior to retirement and provide evidence they will begin receiving PERS retiree benefits immediately upon leaving employment shall be eligible for the following:
- a. Tuition waivers and swim passes as specified in Article 15.
 - b. To continue to participate in the College's medical, dental, vision and life insurance plans. The College shall contribute toward premium costs a monthly amount of up to \$800.00. This amount may be utilized for any coverage(s) selected by the retiree, including coverage for self, spouse, IRS dependents, and/or domestic partner, provided they meet eligibility standards. Retiree will be responsible for any remaining monthly premium cost in excess of the College contribution for all levels of coverages selected.
 - c. The Employer contribution toward premium costs terminates when the employee reaches age 65 or becomes Medicare eligible, whichever comes first. The retiree, spouse, IRS dependents, and/or domestic partner may then choose to continue on the Employer's retiree policy on a fully self-pay basis.
- 12.3 It is the employee's obligation to ensure they meet the eligibility requirements. If requirements are not met, the employee forfeits rights of coverage.
- 12.4 Employees are expected to provide at least 90 calendar days' notice of retirement, if possible.

ARTICLE 13

HEALTH INSURANCE

- 13.1 Beginning with Plan Year 2018-2019 and for the remaining year(s) of this agreement the Employer will make available to full time employees medical, pharmacy, vision and dental benefit plans. The Employer retains the right to add, delete or modify any or all of the benefit plans available under this article at its discretion.

For the 2018-2019 term of this agreement the employer will contribute the amounts shown below toward the premium costs of selected coverages. The employee shall pay the difference between the employer's annual contribution and the total annual premium cost of the coverage at the tier selected by the employee from their paychecks in that fiscal year.

If the employer's contribution exceeds the premium cost for the tier selected the employer will pay only the actual cost of the premium.

Employees who choose to "opt out" of available insurance coverage shall not receive any portion of the premium contribution in lieu of participation.

Dental

The employer's maximum annual contribution to Dental coverage is as follows:

Employee Only	\$574.92
Employee Only + Child(ren)	\$1282.32
Employee + Spouse/Domestic Partner	\$1138.44
Family	\$1891.20

Vision

The College will contribute 100% of the costs toward the monthly premiums of any of the vision plans offered.

Medical

The employer's maximum annual contribution to the medical coverage premium is as follows:

Employee Only	\$ 6,360
Employee Only + Child(ren)	\$ 11,820
Employee + Spouse/Domestic Partner	\$ 13,620
Family	\$ 19,080

- 13.2 This section applies only to employees who choose an HSA compliant plan: The College will contribute the following annual amounts:

Employee Only	\$5940
Employee Only + Child(ren)	\$11,028
Employee + Spouse/Domestic Partner	\$12,732
Family	\$17,808

Additionally, the employer will contribute any premium savings between the premium cost for the HSA plan and the stated amounts above to a health savings account (HSA) up to the maximum allowed by federal law, excluding the “catch-up” for employees over the age of 55.

- 13.3 The employer will only pay the premium portion for medical, dental and vision coverage for a spouse/domestic partner and/or eligible dependents if they are not covered under another policy. If employees elect to have double coverage for a spouse/domestic partner or eligible dependent, they will be required to have the total additional premium associated with the double coverage deducted from their payroll check each month.
- 13.4 The employer will pay for and maintain life insurance (\$50,000), Accidental death and Dismemberment (AD&D), and Long Term Disability (LTD) insurance for all full-time employees. Long term disability claim payments begin after a 90 day elimination period. The maximum income replacement amount is 66 2/3 % of monthly salary; the benefit may be adjusted based on other income received by retirement benefits.
- 13.5 The Union and the Employer agree to an economic reopener for Article 13, sections 13.1 and 13.2, during the Spring of 2019 in conjunction with the reopener for the Salary Schedule in the Appendix and as mentioned in Article 9. This is a limited reopener, outside of ORS 243.698, and is solely based on any additional funding and not dependent on any employer funding.

If this reopener is triggered, the first meeting of the reopener negotiation shall be before May 15th, 2019. Bargaining will last no longer than 90-days with one meeting every 4 weeks, as scheduled.

If the parties are unable to reach agreement for the 2019 economic reopener herein referred to there will be no right to strike for the bargaining unit. This waiver is a non-precedent setting agreement. The parties will address unresolved issues during successor agreement collective bargaining in 2020.

ARTICLE 14

PERS

- 14.1 The College will pay the employee contribution for the Oregon Public Employees Retirement System (PERS) for each eligible employee.

ARTICLE 15

ADDITIONAL BENEFITS

- 15.1 Full time employees, their spouses, domestic partners and children through the age of 23 who qualify as legal dependents will be entitled to tuition-free enrollment in MHCC courses. All fees are the responsibility of the employee.

The employer will pay the following fees for hiring requirements and renewals: health appraisal, First Aid/CPR, Recognizing Reporting Child Abuse & Neglect, CDL, School Bus License, CDA application fees and Food Handler's Card, as authorized through designated provider. The employer will pay for the initial enrollment and the cost of renewal in the Criminal Background Registry for all eligible employees.

- 15.2 Full time employees and dependents have free access to the MHCC swimming pool during open recreation sessions. Swimming classes through the American Red Cross Learn-to-Swim program are not free under the tuition waiver plan or the swim pass. Employees are responsible to pay for the classes.
- 15.3 The employer provides full-time employee's access to a designated Employee Assistance Program.
- 15.4 *Part-time hourly employees who worked a minimum of four hundred (400) hours in the immediate past fiscal year (July-June), and who reasonably expect to continue at that same level of employment, are eligible for a three (3) credit waiver during each term of employment.
- 15.5 Part-time hourly employees (non-substitute employees) may apply for optional training through the employer's Child Care Resource and Referral program. If approved, up to two (2) classes will be made available per year at no cost to the employee. These training programs are on non-paid time.
- 15.6 Substitute employees who have completed fifty (50) hours of work in a fiscal year may apply for one (1) optional training class per year through Child Care Resource and Referral program at no cost to the employee. This training program is on non-paid time.

ARTICLE 16

LEAVES

All leaves below apply only to full time employees unless designated by law or otherwise specified.

- 16.1 **Bereavement Leave.** Employees are eligible for up to ten (10) days of leave for bereavement as per the Oregon Family Leave Act. Employer will grant the first three (3) days as paid bereavement leave. Upon approval employees may take the additional seven (7) days as either leave without pay or using accrued vacation or sick leave.
- 16.2 **Business Leave.** All full time non-exempt employees are entitled to 16 hours of business leave per fiscal year, which may not accrue from year to year. These hours have no compensable value upon separation from employment.

Requests for business leave must be made, in writing, through the immediate supervisor at least one week in advance of the day or days requested, if possible. The immediate supervisor, by approving the request, verifies the validity of the request based on the employee's written reason. Such leave should be used for matters that cannot be scheduled outside regular hours of work.

Upon notification of the supervisor or other notification prior to the start of scheduled shift, business leave may be used when an event occurs which requires the immediate attention of the employee. Business leave is for the purpose of transacting or attending to business affairs with business firms or agents that are not open for business except during the employee's regular work shift and may be utilized in less than full day increments. Examples may include banks, lending institutions, law offices, court appearances, and government offices. Business leave is not intended to supplement other paid leaves.

- 16.3 **Civil Duty Leave.** An employee serving on jury duty will give to the College any compensation for this service (excluding mileage) but will receive a regular paycheck provided the following criteria are met:
- a. The employee must present a copy of the call to jury duty notice.
 - b. The Employer reserves the right to petition for removal from jury duty if, in the Employer's judgment, the operating requirements for the program would be hampered.
 - c. Pay for time missed must be for scheduled time actually missed due to jury duty, documentation must be provided.
 - d. Employees are to report to work/contact a supervisor upon early release from jury duty each day to determine if return to work is needed.

- 16.4 **Unpaid Leave.** All cases not covered by other types of leave and which involve hardship shall be given individual consideration. The Director of Head Start may approve unpaid leaves not exceeding ten (10) business days. Any requests for leaves longer than ten (10) business days requires College President (or designee) approval. This is not subject to the grievance procedure.
- 16.5 **Family Medical Leave.** Employees eligible for Family Medical Leave may take leave in accordance with the Federal Family and Medical Leave Act (FMLA) and/or the Oregon Family Leave Act (OFLA).
- 16.6 **Holiday Leave.** Employees shall be paid eight (8) hours for each of the following holidays which fall within their service calendar: Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, President's Day, and Memorial Day. If a holiday falls on a Saturday, Friday will be the observed holiday. If a holiday falls on a Sunday, Monday will be the observed holiday.

An employee will forfeit holiday pay under the following conditions:

- a. Failure to report to work or to give appropriate notice of absence for the shift before and after the holiday.
 - b. When an employee has given notice of employment separation that does not provide for at least one actual working day after the holiday.
 - c. During a period when an employee is suspended without pay due to disciplinary action.
 - d. During leave without pay.
 - e. During scheduled recess periods on service calendar. For example, an employee whose annual work schedule does not begin until the day after Labor Day will not receive holiday pay for Labor Day.
- 16.7 **Military Leave.** Such leave will be granted in accordance with Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and ORS 408.290.

Benefit for public employees on temporary active duty: The employer shall honor ORS 408.290 when employees take leave to participate in qualifying active duty trainings and for all periods of annual active duty for training as a member of the National Guard, National Guard Reserve, or of any reserve component of the Armed Forces of the United States or the United States Public Health Service, any officer or employee of the state, or of any county, municipality or other subdivision of the state, is entitled, upon application therefore, to a leave of absence from duties for a period not exceeding 15 days in any one training year, without loss of time, pay or regular leave and without impairment of

efficiency rating or other rights or benefits to which the officer or employee is entitled.

- 16.8 Workplace protections for victims of domestic violence, sexual assault, or stalking will be provided as required by law. Employer will provide reasonable safety accommodations to employees who are victims of domestic violence, sexual assault, or stalking (DVSAS).
- 16.9 **Sick Leave.** Full time employees working 1.0 FTE will accrue sick leave at the rate of eight (8) hours per month. Full time employees who work less than 1.0 FTE but more than .50 FTE will accrue leave on a prorated basis. For example, an employee working .75 FTE receives six (6) hours per month (8 hours x .75 FTE= 6 hours).

New full-time employees will receive 80 hours of sick leave upon hire to the College. All other employees working less than .50 FTE will earn sick leave consistent with Oregon law (currently 1 hour for every 30 hours worked up to 40 hours per year). Employees begin to earn sick leave upon hire, and can use sick leave upon the 91st day of employment. Thereafter, employees will be able to utilize and be paid for sick leave only as it is accrued, subject to applicable law.

Employees who demonstrate patterns of sick leave use not supported by medical need and suggesting abuse of leave may be subject to investigation and disciplinary action.

If possible, at least two (2) hours prior to the beginning of each shift, an employee must notify the supervisor of any absence due to illness. If the employee has reasonable cause to believe that they will be ill for several days, they should inform the supervisor.

To ensure the proper use of sick leave,

- a. An employee may be required to furnish a medical providers certificate of proof of illness for recurring or frequent absences of five (5) or more days. Upon request, the employer will reimburse employees for copays associated with management's request for doctor's return to work certification.
- b. An employee may elect to use their accrued vacation days to cover absences in excess of their accrued sick leave.
- c. Absences due to illness not covered by sick leave, vacation, or approved leaves will be considered unauthorized absences and may result in disciplinary action.
- d. Accrued sick leave may be used for any absence from employment that is due the employee's mental or physical illness, injury or health condition, necessity for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition, or need for preventive medical care, or any other instance covered by state or federal law.

16.10 The Employer shall comply with state law regarding sick leave for short term medical emergencies/assistance for family members as defined under FMLA and OFLA.

An employee may elect to use vacation days to cover absences in excess of accrued sick leave.

16.11 If possible, at least two (2) hours prior to the beginning of each shift, an employee must notify the supervisor of any absence. Absences that are not covered by sick leave, vacation, or pre-approved paid or unpaid leave may be considered unauthorized and result in disciplinary action up to, and including, dismissal.

16.12 An injured worker receiving Workers' Compensation time loss benefits may choose to supplement such benefits on a prorated basis with accrued sick leave, not to exceed one hundred (100) percent of regular gross salary.

ARTICLE 17

VACATION

17.1 Full time Head Start employees will accrue paid vacation on a monthly basis. Employees working less than 1.0 FTE but more than .50 FTE will accrue paid vacation on a prorated basis. An employee must work 75% of their possible work schedule for the first and last month of employment to receive accruals for that month.

The vacation accrual rates are as follows for full-time 1.0 FTE employees:

<u>Months employed</u>	<u>Annual Accrual</u>
0 – 23 Months	15 Days
24 – 47 Months	16 Days
48 – 71 Months	17 Days
72 – 95 Months	18 Days
96 Months +	20 Days

An increase in the accrual amount will begin on the first day worked of the year in the chart. For example, once an employee works 24 months (2 years) the next month they will begin accruing at a rate of 16 days per year.

- 17.2 Vacation may be utilized after completion of the probationary period with approval of the supervisor.
- 17.3 Maximum carry over each July 1 is the greater of 120 hours or the equivalent of one (1) year’s accrual. For full year employees additional vacation hours in excess of the maximum accrual may be carried over beyond July 1, with prior written approval of the Head Start Director, but vacation hours in excess of the annual maximum carried over from the prior year will be forfeited if not utilized by September 30 of each year. There is no annual payout option for year round employees.
- 17.4 On June 30 of each year, for those employees working less than twelve (12) months, accrued unused vacation hours may be either paid as cash or carried over to the following year at the discretion of the Head Start Director. It will be the responsibility of the employee to provide up to date time reporting of leave use two weeks prior to June 30 if a payout option is utilized.
- 17.5 All requests for vacation that is not included in the annual service calendar (i.e., assigned vacation periods) must be submitted to the supervisor no less than three (3) weeks in advance for approval if the request is for three (3) days or more. Requests for two (2) or fewer days must be submitted not less than one (1) week in advance of the date requested. Vacation requests during pre-service, in-service, and at the beginning of the school year may not be granted.
- 17.6 All accrued, unused vacation will be paid in an employee’s final paycheck.
- 17.7 If a paid holiday occurs during an employee’s vacation period, that day will not be considered a vacation day.

ARTICLE 18

EMPLOYER PREROGATIVES

- 18.1 It is the intention hereof that all the rights, powers, prerogatives, and authorities that the Employer had prior to the signing of this Agreement are retained by the Employer except those delegated, granted, or modified by this Agreement, and only to the extent that they are specifically abridged.
- 18.2 It is understood and agreed that the Employer has all the customary and usual rights, powers, functions, and authority of management, unless expressly limited by this Agreement.
- 18.3 The Employer has the sole right, at its own discretion, unless otherwise expressly provided by the terms and conditions of this Agreement, including the following:
- a. To determine the number of employees to be employed in each department or division, operation, or shift, and in the Employer as a whole.
 - b. To establish, change, or modify Board Policies and/or Employer Regulations.
 - c. To increase or diminish, change or discontinue operations, programs, jobs, and personnel, in whole or in part.
 - d. To hire, suspend, discharge, promote, demote, transfer, and discipline employees.
 - e. To determine and direct employees in their duties.
 - f. To discharge any employees at any time for cause in accordance with the provisions set forth in Board Policies and Employer Regulations, or as stated in this Agreement.
 - g. To lay off employees at any time for financial, regulatory, or other legally required reasons.
 - h. To authorize temporary work or part-time help for a designated period of time not connected with the regular operation of the Employer, to be performed by any outside person, firm, or corporation whatsoever, selected by the Employer.
 - i. To judge the efficiency and competency of all employees in the performance of their assigned work.
 - j. To increase or change the content or substance of any assignment, which is not limited by any other provision(s) of this Agreement, provided such change does not thereby make the assignment more than a reasonable full-time assignment. The Union has the right under the grievance procedure to question whether any such change or increased job (assignment) has become more than a reasonable full-time job.

- k. To determine the financial policies of the Employer, including the general accounting procedures, inventory of supplies and equipment procedures, and public relations.
 - l. To determine the management, supervisory, or administrative organization of each program or facility in the system and the selection of employees for promotion to supervisory, management, or administrative positions.
 - m. To maintain discipline and control and use of the employer's system, property, and facilities.
 - n. To determine rules or measures for safety, health, and property protection when legal responsibility of the Employer or other government unit is involved.
- 18.4 Except for state law, including the Public Employees Collective Bargaining Act, nothing in this Agreement limits in any way the Employer's contracting or subcontracting of work or requires the Employer to continue in existence any of its present programs in their present forms and/or location or on any other basis.

Before the Employer contracts or subcontracts out work that displaces or reduces the hours of existing positions covered by this agreement, the Union will be advised in writing thirty (30) days in advance. The Union will have the opportunity through its representative to present its views on the proposal to the Head Start Director before a final decision is reached.

- 18.5 The foregoing enumeration of the functions of the Employer are not to be considered to exclude other functions of the Employer not specifically set forth; the Employer retains all functions and rights to act not specifically nullified by this Agreement.

ARTICLE 19

FUNDING

All positions covered by this agreement and all associated wages and benefits are funded under contracts or grant(s) and are contingent upon continuing receipt of funding.

The Program's staffing levels, employment obligations and all positions covered by the agreement are subject to elimination or reduction at any time that the funding for the program or grant(s) is terminated or reduced without review and without recourse to any provisions of this agreement, except those specifically enumerated in Article 7 Layoff and Recall.

ARTICLE 20

NO STRIKE – NO LOCKOUT

Both parties agree to abide faithfully by the provisions of this Agreement and the Board Policies, College Regulations and Program Policies. The Union agrees not to engage in a strike during the term of this Agreement. The Employer agrees not to engage in a lockout during the term of this agreement.

ARTICLE 21

SICK LEAVE BANK

The Program will permit full time employees to transfer accrued but unused sick leave hours to the Union's Sick Leave Bank. Part time employees are ineligible to transfer accrued but unused sick leave nor are they eligible to use sick leave bank donated time. The Sick Leave Bank will be administered by the Union.

- 21.1 An employee may request a donation from the Sick Leave Bank when they have exhausted their own accrued sick, vacation leave and compensatory time and have been approved for FMLA/OFLA qualified medical leave, for their own medical condition. The Union will work collaboratively with Human Resources to notify them of the number of sick leave hours to be transferred from the Sick Leave Bank. Sick Leave Bank hours will be allocated on a first-come first-awarded basis.
- 21.2 The employee sick leave donation form, provided by the Union, must be submitted to Human Resources and must contain the name and signature of the employee wishing to donate sick leave hours to the Sick Leave Bank pool.
- 21.3 No more than forty (40) hours may be donated by any one employee per year.
- 21.4 After the hours are transferred, any hours will be paid at the receiving employee's rate at the time of the use of such hours.
- 21.5 No employee may receive more than four hundred eighty (480) hours during his or her employment. In addition, no employee may receive more hours than needed for the absences caused by the employee's approved FMLA/OFLA qualified leave.
- 21.6 At the conclusion of the FMLA or OFLA period, any unused hours will be returned to the Sick Leave Bank. This process will be managed by the Union's Sick Leave Chairperson. The Chairperson shall provide to Human Resources prior to the 15th of each month a list of each individual receiving sick time and the specific number of hours to be utilized for each individual.
- 21.7 The College shall not assume any tax liabilities that would otherwise accrue to the employee. Any sick leave bank decisions made by the Union are not subject to the grievance process in this Agreement.

ARTICLE 22

HEALTH AND SAFETY

- 21.1 The Mt. Hood Community College Head Start Programs (MHCC HS) shall maintain a safe work environment and safety committees in accordance with its obligation under ORS Chapter 654, Occupational Safety and Health and ORS 437, Oregon Occupational and Safety and Health Division.
- 21.2 The college will, at least annually, advise employees of the name and telephone number of the employer's Safety Representative.
- 21.3 Safety Devices - Proper safety devices shall be provided by the Employer for all employees engaged in work where such devices are necessary to meet the requirements of the Occupational Safety and Health Administration and state law.

The Employer will ensure that workplaces, at a minimum, meet legal standards for health and safety in accordance with state law.

- a. If proper safety devices are not functioning, the employee shall immediately notify their supervisor or the appropriate Associate Director in writing to enable the Employer an opportunity to remedy the situation.
 - b. If no safety equipment is available or the safety equipment is non-functional and/or the employee or employees have not received instruction on how to use the safety equipment, the employee(s) shall not be required to perform said duties and will not be reprimanded for their refusal.
- 21.4 In accordance with Oregon law, all new employees will be offered proper training for such duties and/or situations required for their specific position, including child guidance and de-escalation strategies training.
- 21.5 MHCC HS shall provide a safe workplace for all employees. The following guidelines shall be followed in any such situation which is found to be unsafe or may unduly endanger the health of the employee and/or the children:
- a. Classroom Safety – when the classroom staff identifies a child with documented unsafe behaviors, or an assigned job duty or workplace environment that is unsafe or might unduly endanger their health, they will notify their supervisor with specific reason(s) and/or a description of the unsafe condition as soon as possible so that the situation can be properly addressed as follows:
 - i. In accordance with the Action Plan Procedure, the supervisor will call an action plan meeting within five (5) working days. The supervisor can request assistance by the Associate Director or Director of Head Start, if needed, to address immediate safety needs, such as interim safety measures.

- ii. Time lost by the employee as a result of any refusal to perform work on the grounds that is unsafe or might unduly endanger his/her health shall not be paid by the college unless the employee's claim is upheld through an investigation.
 - iii. If no mutually agreeable safety plan is created during this process, the Head Start Director will be consulted and a final determination will be made.
- b. Home Visit Safety - Home visits will occur in compliance with the Home Visiting Procedure which addresses safety concerns by the staff. Home visit staff shall have the option of checking out a cellular phone for use by the staff member.
 - i. The Employer will ensure that a supervisor is available by phone until all home visits are completed. Employees will maintain a current and updated MHCC Outlook calendar of all home visit appointments to ensure that supervisors are aware of their location during home visits.
 - ii. Staff that perform home visits will be allowed to coordinate their home visit schedule so that they shall be able to minimize safety risks during home visits.

21.6 Environmental Safety Committee –

- a. To assist with the monitoring of rules and possible application of safety standards, a safety committee will be formed. This committee will provide recommendations to the Director of Head Start, or designee, as needed.
- b. The Environmental Safety Committee shall be comprised of at least:
 - i. a representative from each Head Start site, and
 - ii. the Safety Representative
- c. A representative from each Head Start site will be identified by allowing the employees of each worksite to nominate a representative. The supervisor will notify the employee that is chosen to serve on this committee in writing.
- d. Each committee member will serve in this role for the duration of the school year.
- e. Any administrative changes to Health and Safety policy or procedures, made because of the recommendations of the committee, will be communicated to the Environmental Safety Committee. Each committee member has the responsibility of communicating these changes to their respective sites.

ARTICLE 23

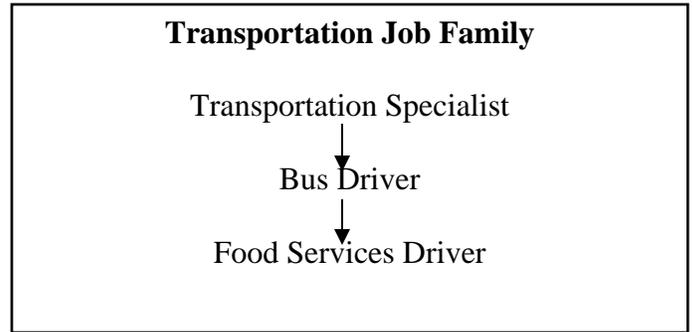
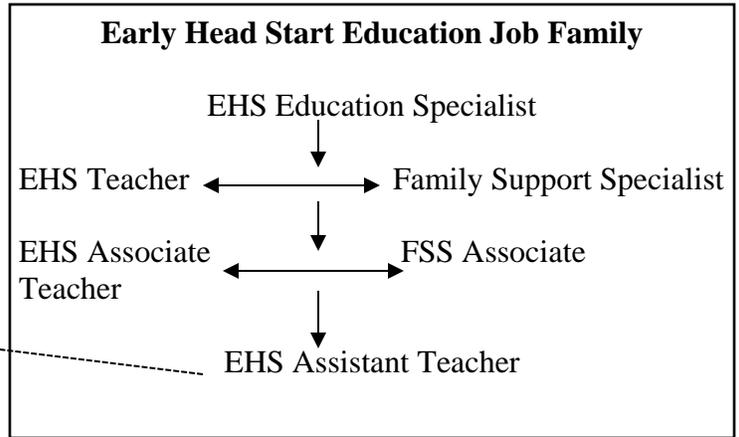
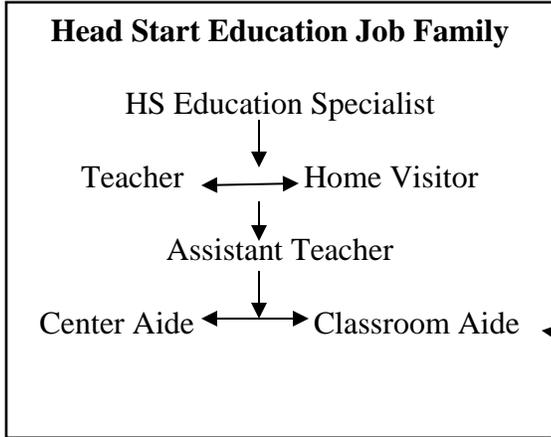
TERM OF AGREEMENT

- 22.1 This Agreement shall be binding upon the MHCC Head Start Program and the MHCC Head Start OSEA and its members. The Agreement shall remain in full force and effect through June 30, 2020.
- 22.2 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 Program and the Union, 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 or the issue is subject to mandatory bargaining. 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 Program's direction and control.
- 22.3 After January 1, but no later than April 1, of the year in which this Agreement expires, the parties agree to begin discussions to plan negotiations for a successor agreement upon written notice by either party.

APPENDIX A

HEAD START JOB FAMILIES

7/10/2018



*These positions are now specialized so the layoff/recall rights would be contingent on meeting the specific job requirements.



Classification	Requirements for Range	Range
Administrative Assistant 1	Associates Degree	13
Administrative Assistant 2	Bachelors Degree	14
Administrative Assistant 3	Masters Degree	15
Assistant Teacher 1	In training for CDA	3
Assistant Teacher 2	CDA	4
Assistant Teacher 3	Associates Degree	5
Associate Teacher 1	Infant/Toddler CDA	6
Associate Teacher 2	Associates Degree	7
Bus Driver in Training	In training for School Bus Lic/CDL	8B
Bus Driver	CDL; School Bus License	10
Center Aide		1
Classroom Aide 1		1
Classroom Aide 2	CDA	2
Cook		7
Family Support Specialist 1	Associates Degree	13
Family Support Specialist 2	Bachelors Degree	14
Family Support Specialist 3	Masters Degree	15
Family Support Specialist Associate 1	CDA	8
Family Support Specialist Associate 2	Associates Degree	9
Family Worker 1	Family Service Credential	12
Family Worker 2	Associates Degree	13
Family Worker 3	Bachelors Degree	14
Family Worker 4	Masters Degree	15
Food Service Aide		2
Food Service Driver		8
Lead Cook		11
Program Assistant 1		6
Program Assistant 2	Associates Degree	7
Program Specialist		16
Teacher 1	Associates Degree	13
Teacher 2	Bachelors Degree	14
Teacher 3	Masters Degree	15
Technician		11

MHCC Head Start 2018-2019 Salary Schedule with COLA 2.6%					
Range	A	B	C	D	E
1	12.24	12.36	12.49	12.61	12.74
2	12.48	12.61	12.74	12.86	12.99
3	12.73				
4	13.11	13.24	13.37	13.51	13.64
5	13.50	13.64	13.77	13.91	14.05
6	14.23	15.26	15.56	15.87	16.20
7	14.66	15.57	15.88	16.20	16.52
8	15.39	15.54	15.70	15.86	16.01
8B	16.10				
9	16.16	16.32	16.48	16.65	16.82
10	16.43	16.59	16.76	16.92	17.09
11	16.78	16.94	17.11	17.28	17.46
12	16.95	17.12	17.29	17.46	17.64
13	17.87	18.05	18.23	18.41	18.60
14	20.64	20.85	21.06	21.27	21.48
15	21.06	21.27	21.49	21.70	21.92
16	21.27	21.48	21.70	21.91	22.13

Substitutes	Minimum Wage
Interpreters	Minimum Wage plus .75