

Full-Time Faculty Agreement

Clackamas Community College
and
The Clackamas Community College
Education Association, OEA

July 1, 2019 to June 30, 2022

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PREAMBLE

CONTRACT BETWEEN
THE CLACKAMAS COMMUNITY COLLEGE EDUCATION ASSOCIATION
AND
THE BOARD OF EDUCATION OF CLACKAMAS COMMUNITY COLLEGE

This Agreement is entered into by and between the Clackamas Community College Education Association, hereinafter called the "Association," affiliated with the Oregon Education Association, hereinafter called the "OEA," and the National Education Association, hereinafter called the "NEA," and the Board of Education of Clackamas Community College, hereinafter called the "Board."

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the students of Clackamas Community College is their mutual aim and that the character of such education reflects the quality and morale of the instructional service, and

WHEREAS, the Board has a statutory obligation, pursuant to Oregon revised statutes, to negotiate with the Association as the representative of its personnel with respect to wages, hours, and other terms and conditions of employment, and

WHEREAS, the parties have reached certain understanding which they desire to confirm in this Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1

RECOGNITION

- A. The Board recognizes the Association as the sole and exclusive representative for all full-time faculty annually contracted employees. This includes full-time faculty annually contracted employees who are instructors, librarians, counselors, health sciences faculty, ISPD faculty, coaches, department chairpersons, and those in grant funded positions. This excludes part-time faculty including those who are granted annual contracts for a maximum of three years to fill non-general funded positions. This also excludes supervisors who effectively make decisions on hiring, promotion, and assignment of members of the Association.
- B. The terms "faculty," "instructor," or "member" when used in this Agreement shall refer to all employees in the bargaining unit as defined in Section A of this Article.
- C. The term "College President" shall mean the Clackamas Community College President or designee.
- D. The term "Association President" shall mean Clackamas Community College Education Association President or designee.
- E. All titles and pronouns used in this Agreement shall include all persons.

ARTICLE 2

ASSOCIATION RIGHTS

A. Information

Upon request, the Board agrees to furnish to the Association information necessary for its functioning as the exclusive representative of the faculty in bargaining and contract administration. Such information shall include salary, benefits, conditions of employment, a monthly report of personnel changes, and names and addresses of bargaining unit members.

B. Release Time for Meetings

Whenever any representative of the Association or any instructor or member participates during work hours in negotiations and grievance proceedings concerning the administration of the Agreement, that person shall suffer no loss in pay. Such meetings shall be scheduled during an instructor or member's class time only at the request of or with the consent of the College.

C. Use of College Facilities

The Association and its representatives shall have the right of access to College buildings for the purpose of Association business providing there is no interference with the regular program or college closure. The usual facility reservation procedure will be followed and no charge will be assessed the Association as long as no extraordinary costs are incurred by the College.

D. Use of School Equipment

The Association shall have the right, for the purpose of Association business, to use College equipment, at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use, and for any repairs necessitated as a result thereof.

E. Bulletin Boards

The Association shall have the use of a portion of each official personnel bulletin board.

F. Mail Facilities and Mail Boxes

The Association shall have the right to use the intra-College mail facilities, e-mail, voicemail, and faculty mail boxes as it deems necessary.

G. Office Space

The Association shall be provided, without cost to it, adequate office space in a building at a location and of a description to be mutually agreed upon.

H. Communications and Faculty Input

1. The Association, the Board, the College President, and the Administrators recognize a joint responsibility in the communication process.
2. The Board, the College President, and the Administrators recognize the right of the Association to have a representative at all Presidents' Council, College Council, and

Budget Advisory Group meetings and any other shared governance meetings.

3. The College President, or a Vice President as designated by the College President, will communicate to the Association President substantial proposed changes in established policy and/or administrative procedures. The Association President will be allowed to submit alternative proposals to the College President, or the Vice President designated by the College President, for discussion and consideration at a subsequent Presidents' Council or College Council meeting as part of the shared governance process.
4. The Board, the College President, and the Administrators agree to negotiate changes involving mandatory subjects of bargaining prior to implementation in the event such would be legally required.
5. The Board, the College President, and the Administrators agree to negotiate the impact on the members of the bargaining unit of changes prior to implementation in the event such would be legally required.

I. Board Meetings

The Board shall place on the agenda of each regular Board meeting as an early item for consideration under "New Business" any matters brought to its consideration by the Association as long as those matters are made known to the President's Office in accordance with the Board's agenda policy.

J. Board-Association Relations

Since the Board and the Association recognize the importance of communications and faculty participation in maintaining good working relationships, they agree to maintain the current practices of faculty participation in Presidents' Council, College Council and other college committees as well as participation of the Association President as a nonvoting, ex-officio representative to the Board.

K. Conformity to Law

1. This Agreement shall be governed and construed according to the U.S. Constitution and Laws of the State of Oregon. If any provisions of this Agreement, or any application of this Agreement to any employee or groups of employees covered hereby shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of the Agreement shall continue in full force and effect.
2. In the event a provision(s) is/are determined to be contrary to law as stated in K.1, such provision shall be renegotiated.
 - a. The parties will enter negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement of such provisions(s).
 - b. In the event such provision(s) becomes legal during the term of the contract, the contract shall revert to the original language unless both parties agree otherwise.

ARTICLE 3

MANAGEMENT RIGHTS

It is recognized that the Board has and will continue to retain the rights and responsibilities to operate and manage the College and its programs, facilities, properties and activities of its employees, through the College President and their Administration, in accordance with such policy or procedure as from time to time may be determined. The foregoing enumerations of the functions of the Board assume that the Board retains all functions not specifically nullified by this Agreement.

ARTICLE 4

RIGHTS AND RESPONSIBILITIES OF MEMBERS

A. Rights

The College agrees not to interfere with the right of employees to become members of the Association, and there shall be no discrimination, interferences, restraint, or coercion by the College or any College representative against any employee because of Association membership, or because of any employee activity in an official capacity on behalf of the Association.

B. Pledge against Harassment, Discrimination and Coercion

The Association and the College agree that the maintenance of a safe and healthy work environment includes the expectation that all employees shall interact with all other employees and the public in a professional, respectful manner. This includes refraining from any kind of behavior, action or language that could be reasonably perceived as hostile, discriminatory, intimidating, violent or abusive.

The College shall maintain an environment that is free of any form of harassment related to a person's gender. Sexual harassment is defined by the state to include any unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact or other communication of a sexual nature.

The provisions of the Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, gender, gender identity, marital status, sexual orientation, race, color, creed, national origin, union affiliation, political affiliation or physical and/or mental disabilities as defined by applicable federal and state laws and regulations.

1. It is recognized that instructors have an existing property interest in their positions in the sense of the Oregon and United States Constitutions.
2. The instructor shall maintain the exclusive right and responsibility to determine grades and other evaluations of students consistent with the criteria in the syllabus. No grade or evaluation shall be changed without the approval of the instructor, as long as said instructor is a faculty member at Clackamas Community College, except at the request of the Vice President of Instruction and Student Services, the Association will select three (3) faculty who will consult with the Dean, review the grade and authorize a change if appropriate.

C. Access to Materials, Facilities, and Equipment

An employee has a right to reasonable access to materials, facilities, and equipment necessary to the performance of work assignments. In situations wherein the employee believes reasonable access has been denied, the supervisor may be consulted to determine a mutually satisfactory arrangement.

D. The Role of Instructors

The primary responsibility of Clackamas Community College instructors is to instruct. Faculty members shall prepare and present the content and material of their courses. They shall conduct their classes in a manner which will reflect dignity of scholarship and provide a suitable atmosphere for learning.

Instruction that facilitates learning is the primary function of the College; all operations of the institution exist to facilitate this goal. Through professional services of high quality and effective faculty, educational excellence can be achieved.

Responsibilities and duties

Instructors shall:

Be responsible for imparting knowledge and developing skills through the instructional process under the direction of the department, the division and the College Administration. In carrying out their responsibilities, instructors shall exercise independent judgment based on adequate knowledge of subject matter, professional goals of subjects taught, teaching strategies, interpersonal relationships, and teaching theories and methodologies.

Instructors will be responsible for meeting classes, instructing, advising, assisting and tutoring students, and performing other tasks related to instruction as assigned. Instructors will be expected to spend thirty (30) hours a week on campus, excluding overloads and lunch hours, but including off-campus instruction, distance education classes, telecommuting, or job related meetings. It is not anyone's intent to regularly monitor working hours, but it is recognized that instructors will fulfill their professional assignments as set forth herein. Instructors realize that their professional responsibilities may occasionally require more than the expected thirty (30) hours referred to above.

In addition to instruction, related assignments include, but are not limited to:

1. Course and materials preparation.
2. Reviewing and evaluating student progress.
3. Compiling data for routine reports as required by the College.
4. Assisting in the revision and development of course, curriculum, media, and committee concerns.
5. Attending and participating in department, division, and College meetings, and committee concerns.
6. Staff development, community services, and project development.

Some instructional situations are unique; for example, team teaching, clinical settings, and open labs. Some instructional settings require unique duties and responsibilities that are different than that of Instruction in this Article, as is the case with members who serve as coaches, members in ISPD and members in customized training. Instructional assignments will be made as required to accommodate these unique teaching and/or developmental situations.

E. The Role of Counselors

The Counseling Department of Clackamas Community College is dedicated to providing services characterized by human warmth and positive regard for each individual. Through counseling, which stresses examination of each student's individual interests, needs, potential and circumstances, the counseling service functions as an individualizing force in the institutional process. Counseling encourages persons to develop responsibility and effectiveness as students, citizens, and human beings. Counseling assists students to resolve and cope with educational, personal, and other problems. Services of the counseling department are available to all members of the College community.

The role of the counselor in the institution is both responsive and active. As the needs of students, faculty, administration, and the public vary, so does the orientation of the activities of counseling vary in response to these needs. The services provided by the department may be categorized as: direct services to individuals and groups, instructional services, program development and support, and liaison with individuals and groups on and off campus.

Services of the Counseling Department may include, but are not limited to the following:

1. Student Services
 - a. Intake and integration of new students
 - b. Coordination and support of the faculty advising process
 - c. Follow-up on referrals from faculty and staff
 - d. Referral to on- and off-campus services
 - e. Counseling
 - f. Crisis intervention
 - g. Primary resource for instructional and procedural information
 - h. Coordination and provision of career and academic planning

2. Instructional Services
 - a. Classroom based instruction
 - Career
 - Human Development
 - Student Success
 - Counseling and guidance
 - Employment
 - College orientation
 - Communication classes

 - b. Counseling based on instruction of individuals and groups of students
 - Personal
 - Crisis
 - Career
 - Drug and alcohol
 - College Success
 - Decision Making
 - Personal growth and development

3. Advocacy for and support of programs designed to provide the widest range of counseling services to student populations
 - a. College orientation
 - b. Testing
 - c. Pre-registration and scheduling
 - d. Faculty advising
 - e. High school continuation
 - f. Career counseling
 - g. Disability Resource Center
 - h. International Student Services
 - i. High school relations
 - j. Minority support
 - k. At risk populations
 - l. Recruitment
 - m. Retention
 - n. Curriculum development
4. Liaison with college departments and services
 - a. Consultants and back-up to faculty advising process
 - b. Close referral and interchange with all college departments concerning student referral, problem solving and information sharing
 - c. Service on college committees
 - d. Community agencies
 - e. Other educational institutions

F. The Role of Librarians

Librarians will be responsible for providing library services for students, employees, and community residents. The librarians will exercise independent judgment based on adequate knowledge of library science; the instructional and professional goals of college programs; teaching theories, strategies and methods of instruction; interpersonal relationships; electronic technology; college policy; and outreach services with college staff and community.

Responsibilities and duties:

Librarians shall provide professional reference, library instruction, collection management, and technical services, and will discharge other responsibilities as determined by department requirements and programs.

Specific duties shall include, but are not limited to:

1. Instructing library users individually and in groups in the location, organization, and use of library and information resources.
2. Instructing library users individually and in groups in the use of electronic resources.
3. Working with instructors to develop library-related assignments.
4. Developing relationships with other departments through the liaison function.
5. Cooperating with other libraries in the county and the state to foster total library service for all library users.
6. Establishing a professional development plan to remain current with advances in the field of library science and information delivery systems.
7. Recommending materials in a variety of formats, both print and non-print, for

purchase based on user interests and curricular requirements so that the library collection is kept current and well balanced.

8. Participating in college-wide, divisional, and departmental meetings as scheduled.
9. Compiling data for reports as required by the College.
10. Cataloging, processing, and inventorying of all library materials in accordance with standard American Library Association and college procedures.
11. Directing classified staff employees assigned to library services.
12. Directing student assistants assigned to library services.

G. The Role of Health Sciences Faculty

Faculty in Health Sciences have unique responsibilities associated with coordinating and managing clinical (practicum) experiences, simulation labs, curriculum, student supervision and evaluation. This additional workload is unique to healthcare education because of external accreditation requirements, clinical affiliate contracts, and state administrative rules. Often this work must be performed outside of regular college hours, including any day of the week and during any time period in a 24-hour day.

In addition to regular classroom instruction, Health Sciences faculty must maintain licensure/certification.

Other additional responsibilities may include but are not limited to the following:

1. Participating cooperatively with clinical affiliates, other educational programs, and community agencies to facilitate equitable access to clinical sites
2. Participating in student admission decisions
3. Arranging clinical placements
4. Attending initial and ongoing instructor orientations to clinical sites
5. Orienting and mentoring adjunct clinical instructors
6. Establishing and maintaining relationships with staff at clinical sites
7. Travel to various clinical sites to evaluate individual students, both during regular college hours and overnight, evening, and weekend hours
8. Remaining in a standby, on-call status to individual students at a clinical site during overnight, evening, and weekend hours
9. Responding by phone or on-site visit to students while on-call as described above
10. Ongoing and final written and face-to-face student evaluations
11. Management of students having clinical performance difficulties

The responsibilities related to Clinical Labs/Simulation Labs are unique to the health sciences profession. Planning, supervision and evaluation of student proficiency are performed by faculty and often require one-on-one instruction and qualification of students by faculty.

Responsibilities related to curriculum are also unique. To maintain and improve the instructional program or curriculum the health sciences faculty must participate in external, ongoing workgroups and training to remain current to OCNE and other current curriculum standards.

H. The Role of Department Chairs

1. Because the College recognizes the value of faculty serving in the position of Department Chairs, instructional departments shall generally be headed by Department Chairs appointed from among the full-time faculty.
2. Serving as Department Chair is an administrative appointment by the Dean, subject to approval of the Vice President of Instruction and Student Services and the President. The appointment can be declined by the faculty member at any time without prejudice.
3. The Department Chair job description, amount of release time, and the anticipated duration of the appointment will be discussed with and presented in writing to the faculty member at the time of the appointment.
4. Changes in the Department Chair job description, amount of release time, and/or the duration of the appointment will be discussed with the faculty member before implementation. If a change creates a significant increase or decrease in the workload for a Department Chair, the information in 3 above will be updated as appropriate to reflect this change.
5. Evaluation of performance of Department Chair duties will not be included in the administrative evaluation of performance as a full-time faculty member.

I. Full-Time Teaching Workload

Workload shall be set at a maximum of sixteen (16) credit hours or the equivalent of eighteen (18) contact hours per week each term, whichever, represents the lower workload. The annual assignment, however, shall not exceed a total of forty-five (45) credit hours or the equivalent of five hundred and ninety-four (594) contact hours without additional compensation.

Effective summer term 2020 workload shall be measured in Instructional Load Units (ILUs), not to exceed a maximum of 15 ILUs per term, or 45 ILUs per year without additional compensation. Adoption of the ILU system is not intended to increase any faculty's load or to supersede any previous workload arrangement between an individual faculty member and their supervisor.

Each instructional hour will carry the following number of ILUs:

Instructional Component	ILU value	Contact Hours	
		Week	Term
Lecture	1 ILU	1 hour	11 hours
Lecture/Lab	0.835 ILU	1 hour	11 hours
Lab	0.835 ILU	1 hour	11 hours

If a course has multiple instructional components, the total Instructional Load Units (ILUs) for the course will be determined by adding the ILU value for each instructional component. Overload ILUs, will be paid at a rate equal to Group 1, top step of the Part-Time Faculty Association Salary Schedule. Cooperative Work Experience (CWE) student

coordination will carry a 0.45 ILU value per student. Release ILUs for non-instructional assignments will be jointly determined by the faculty and their supervisor.

1. Teaching assignments beyond those required to fulfill the annual contractual obligation are considered overload. Faculty have the first right of refusal to scheduled classes in their regular area of instruction. In any given term, when an instructor's total load at Clackamas would exceed the equivalent of a full-time teaching workload, the overload shall be limited, with the limit set by Vice President of Instruction and Student Services.
2. Recognizing the time required of the Association President to attend Presidents' Council Meetings, Board Meetings, College Council Meetings, and other requests by the College for Association input, 40 percent release time shall be given for the Association President. Additional release time may be granted by the College President when the needs of the College so warrant; however, total release time for the role of Association President shall not exceed 50 percent.
3. Workload concerns not resolved between the faculty and the Dean can be brought to the Vice President of Instruction and Student Services. The Vice President will work towards consistency and equity in workloads across divisions.
4. With agreement of the Dean, assignments shall be adjusted to accommodate delivery of distance learning responsibilities to avoid an overall increase in workload for any individual. The class size will not exceed the seat load cap of a comparable, face-to-face class unless agreed to by the faculty member.

Faculty who teach distance learning classes may, by the nature of the class, be able to professionally facilitate the class from off campus. Instructors teaching distance courses that are largely asynchronous (e.g. tele-courses, online courses) have the option of reducing the number of required on-campus hours by agreement with their Dean. Such agreements should reduce time on campus appropriate to the extent of the faculty member's courses taught by distance learning delivery yet maintain enough on-campus time to meet the obligations of department and committee requirements.

5. By mutual agreement between the College and the employee, an annually contracted employee may temporarily work less than a full load as defined above without loss of status as a member of the Association. Such a reduced workload is strictly voluntary and may not be made a condition of employment.

J. Release Time for Designated Representatives

The College shall provide the full-time faculty association reasonable and timely access to employees within the bargaining unit in accordance with section 5 of ORS 243.650 and/or 243.782. The College shall grant faculty who are designated representatives reasonable time to engage in activities related to their designated representative role(s) during the faculty member's regular work hours without loss of compensation, seniority, leave accrual or any other benefits.

1. GUIDELINES FOR RELEASE TIME OF DESIGNATED REPRESENTATIVES

Faculty serving in designated representative roles shall receive release time according to the following guidelines:

a. FACULTY SENATE OFFICERS

- i. Recognizing the time required of the Association President to attend Presidents' Council Meetings, Board Meetings, College Council Meetings, and other requests by the College for Association input, 40 percent release time shall be given for the Association President. Additional release time may be granted by the College President when the needs of the College so warrant; however, total release time for the role of Association President shall not exceed 50 percent.
- ii. In addition to the President, there will be a release pool equivalent to 7 ILUs per contract year for Association duties related to maintaining the collective bargaining relationship between the parties. The assignment of the release time shall be designated by the Association President or designee.
- iii. Starting with the 150-day good-faith bargaining period, until the contract is ratified by the Association, bargaining committee members will only be responsible for their instructional load units or their core primary duties if they don't have a traditional instructional load. For example, during this time, bargaining committee members will not be required to serve on a committee.

K. Full-Time to Part-Time Teaching Ratio

Recognizing that a core of full-time instructors is essential for high-quality instruction and that the College has no intent to reduce the number of full-time faculty, the current practice generally shall prevail with full-time instructors assigned to teach approximately two-thirds (2/3) of the total credit hours taught. This ratio will be determined by an equation where the numerator is the number of full time faculty positions and the denominator is the number of credit hours taught by part time faculty divided by 45. Excluded from the part-time credit hour load is: apprenticeship, PGE and other utility training contracts, individual lessons, backfill for sabbatical, customized training, advanced college credit, high school classes taught by high school instructors, community education self-improvement, non-reimbursable, study abroad, hosted distance learning, non-credit classes, CEU, no instructor of record and part-time annually contracted classes. Since it is not the intent of this Article to cause anyone to monitor term-by-term assignments, but rather to assess annual trends, the College President and the Association President will meet by November 1 of each year to make certain that the previous school year full-time to part-time credit hour ratio has not changed significantly from the ratio of 1.92. If the ratio moves below 1.85 the College agrees to correct the percentage to within the specified range for the following budget year.

ARTICLE 5

SALARY, PLACEMENT, AND PAY PERIOD

- A. For hiring and salary purposes, instructors' degrees must be from regionally accredited institutions, or the equivalent, as recognized by the American Association of Collegiate Registrars and Admissions Officers (AACRAO) or National Association of Credential Evaluation Services (NACES).
- B. The College may grant full-time faculty status to instructors initially hired as annually contracted part-time faculty under the Part-Time Faculty Agreement. If the instructor is being assigned to a department different from the department involved in the original hiring process, the College will consult with the new department. When the instructor is granted a full-time faculty contract, the annually contracted part-time years of service will count towards salary placement and other benefits granted under the Full-Time Faculty Agreement.
- C. General Rule - Step Placement
 - 1. Instructors at the College shall meet the following minimum standards to qualify for Step 4 on the approved faculty salary schedule:
 - a. Career Technical Instructors:
 - 1. Degree and experience. A bachelor's degree in the subject matter to be taught plus a minimum of three (3) years of practical work experience in the field of specialization.
 - or-
 - 2. Specialized training or experience. A minimum of three (3) years of work experience in the field beyond the normal training or preparation time. Specialized training may include, but is not limited to, licensed apprenticeship programs, community college associate degree programs, and/or other professionally certified or licensed training.

The College maintains the right to ask the candidates to demonstrate their competencies via a performance-based test supervised by the instructional division.

- b. Lower Division:
 - 1. A master's degree in the subject matter to be taught or a master's degree in any field with a minimum of thirty (30) quarter hours of graduate credit in the primary teaching assignment. To qualify for a second teaching field, the candidates will be expected to have a minimum of twenty-four (24) quarter hours of graduate credit in the second teaching area.
 - 2. Under certain circumstances the College recognizes that there are areas where individuals have demonstrated their competencies and served in professional fields with distinction yet do not possess the master's degree. Representative of such areas might well be the performing arts, foreign languages, government services, and recreational sports. Under such circumstances the appropriate

Vice President will provide the President with the necessary documentation to support that the individual has demonstrated the proficiencies which would reflect a high level of competency in the field.

3. Other Education:

The instructor shall be qualified when the appropriate Instructional Vice President, Dean, or other authorized staff members, after consulting with the affected department, ascertain that the instructor has demonstrated the competencies and excellence in the subject matter to be taught.

2. In the placement of new faculty on the salary schedule, previous experience beyond minimum standards may call for placement on Step 3. Specific requirements for placement on Step 3 are as follows:
 - a. Master’s degree and two (2) years full time equivalent teaching experience as defined in Article 3 Section G, or
 - b. The Administration will evaluate other exceptional experience, informal teaching experience, or training relevant to assignment at Clackamas Community College in making initial placement.

D. General Rules – Payment Schedule

All salary payments will be made on the last banking day of the calendar month worked. All salary payments will be made electronically unless a faculty member does not have an account for such purpose, in which case payment shall be by check. All instructors on a regular full-time contract will receive at least one-twelfth (1/12) of their contracted salary each month. Each instructor on a regular full-time contract may, upon request, receive the balance of money due on the last business day in June.

E. General Rules – Grant Funded Positions

Faculty members shall receive salary and benefits in accordance with this agreement regardless of the funding source.

F. Insurance

Effective October 1, 2019 the College shall contribute to a Section 125 plan the amount each employee needs to cover the requisite fringe benefit package according to the table below:

	2019-20	2020-21	2021-22
Employee Only	851	911	974
Employee + Spouse/Partner	1501	1606	1719
Employee + Child(ren)	1294	1385	1482
Employee + Family	2105	2252	2410

1. Each employee shall, as a minimum, be provided long-term disability insurance, life insurance (\$50,000), dental insurance, vision insurance, and medical insurance at a level

no less than that enjoyed by the member during the preceding contract year, if offered by OEGB. The cost of providing insurance shall be deducted from the employee's fringe benefit package.

2. If the total employer contribution is insufficient to cover the needs of the employee as expressed above, then the College shall deduct the balance from the employee's monthly salary and contribute these amounts to the Section 125 plan.
3. The College may elect to provide a high-deductible medical insurance plan, Moda Plan H and/or Kaiser Plan 3. The plan may or may not result in lower costs to enrolled employees depending on their medical use during the plan year. It is the employee's responsibility to determine whether they are eligible under federal guidelines to participate in this type plan. For staff choosing this plan, effective October 1 of each plan year identified in this agreement, the college will place premium savings equivalent to the difference between the single tier Plan H premium and the least expensive single tier plan premium of other available plans into the health savings account (HSA). Savings on other tiers will be in the form of lower out-of-pocket expenses and will not result in college paid contributions into a health savings account (HSA).
4. If an eligible employee opts out of medical, dental and vision coverage under the College's group health insurance plan the employee shall be deemed to have elected the cash-out option under the Section 125 plan. \$200 per month will be automatically paid to the employee as taxable compensation subject to applicable withholding, less any fee charged by OEGB for offering an opt out incentive. The remainder of the College contribution will be forfeited and will revert to the College.
5. Employees who, by mutual, written agreement, work less than a 75% load will receive a fringe benefit package prorated to their percent workload.
6. The Insurance Committee shall review college medical, dental, vision, life and disability insurance programs on a year-to-year basis and make recommendations regarding plan choices and offerings through the Oregon Education Benefit Board (OEGB).

The Insurance Committee shall contain at least two Faculty members. Selection of members to fill the representative positions is to be made by the Association.

7. The insurance programs identified in this Article shall be provided only in accordance with the underwriting rules and regulations set forth by the insurance carriers in policies retained by the College. Nothing in this Agreement shall change the interpretations, meanings, or intent of the provisions of the insurance contracts between the College and the insurance carriers. The College is not obligated under any circumstance to pay for any expense not covered by the insurance carriers. Nothing in this Agreement, however, limits an employee's right to appeal or otherwise challenge against the carrier any interpretation, meaning, or intent of the provisions of any insurance contract applied by the carrier.

G. Extended Contracts

Bargaining unit employees who work on extended contracts shall have their pay calculated in accordance with their current annually contracted salaries. In cases where no salary settlement has been reached, extended salaries will be calculated and paid using the last

known annual salary. Appropriate adjustments will be made within sixty (60) days after a settlement is reached.

1. Employees shall be paid a prorated salary based on their annually contracted salary and assignment. Instructors working under extended contracts are expected to satisfy the full requirements of their job descriptions in proportion to their prorated pay.
2. No contract will be extended for more than fifty-five (55) working days beyond the regular assignment.

H. Overload

Bargaining unit employees who teach an overload shall have their pay calculated from the top step of the appropriate group of the part-time salary schedule. The faculty member and supervisor will determine the appropriate number of related office hours, which shall be paid from the top step of the appropriate group of the part-time salary schedule.

I. Wage Schedule and PERS Pickup

1. Salary

Effective July 1, 2019 all faculty shall be compensated in accordance with the following wage schedule:

<u>Step</u>	0	1	2	3	4
<u>Salary</u>	\$92,169	\$87,866	\$76,832	\$64,527	\$58,383

In addition to their regular pay, Department Chairs will receive 7% of step 0 annually. Department Chairpersons and Allied Health program directors shall be given release time in accord with the administrative load.

Beginning in 2016-2017 faculty with over 14 years of continuous service in a full-time faculty position at the College will receive an annual longevity bonus of two percent (2%) of their base salary.

On July 1, 2020 step salaries will be increased by 2.9%, the annual percentage increase of the previous calendar year's West – Size Class A CPI-U plus 0.1%.

On July 1, 2021 step salaries will be increased by the annual percentage increase of the previous calendar year's West – Size Class A CPI-U plus 1.5%.

Employees who, by mutual written agreement between the employee and the College, work less than a 75% load shall be compensated by an amount prorated to their workload.

If, in the judgment of the Faculty Senate, the College's financial position improves significantly during this contract, the Board agrees to reopen the contract with the intent of reexamining the compensation package. If, in the judgment of the Board, the College's financial position deteriorates during this contract to a sufficient extent to warrant it, the Association agrees to reopen the contract with the intent of reexamining the compensation package.

2. Advancement

Step adjustments will be granted on the above schedule for all eligible employees. Employees eligible for promotion will be determined by the following criteria:

Step advancement will be automatic unless an unsatisfactory administrative evaluation occurs, and is not adequately corrected, in either of the two years prior to advancement.

Advancement to Step "0"

A faculty member qualifies for movement to step "0" if any one of the following criteria is met.

- a. Seven years' experience as annually contracted faculty at Step 1;
- b. A Doctorate and ten years' experience as an annually contracted faculty member at Clackamas Community College;
- c. Fifteen years as an annually contracted faculty member at Clackamas Community College with no unsatisfactory evaluations as above.

Advancement to Step "1"

A faculty member qualifies for movement to Step "1" upon completion of five years at Step "2."

Advancement to Step "2"

A faculty member qualifies for movement to Step "2" upon completion of three years at Step "3."

Advancement to Step "3"

A faculty member qualifies for movement to Step "3" upon completion of two years at Step "4."

3. PERS Pickup

The College shall not withhold from the members' monthly salaries the employee contributions required by ORS 238.205, and shall "pick-up," assume, and pay the required employee contribution to the Public Employees Retirement System (PERS). The full amount of required employee contributions "picked-up" and paid pursuant to this Section shall be considered as "salary" within the meaning of ORS 238.205(2) with respect to PERS for the purposes of computing an employee member's "final average salary" within the meaning of ORS 238.205(3), but shall not be considered as "salary" for the purpose of determining the amount of employee contribution required to be contributed pursuant to ORS 238.205(3) in PERS and shall be considered to be employee contributions for purposes of ORS 238.005 to 238.320.

J. Early Retirement

1. The College will provide the following benefits to faculty who:

- Began full-time faculty annually contracted employment prior to July 1, 2011
 - Have completed twelve (12) consecutive* years of service with the College
 - Are qualified and executing PERS retirement or are at least fifty-eight (58) years of age, but not yet sixty-five (65) years of age
 - Elect the option of early retirement.
- a. If the employee is not yet age sixty-two (62) after meeting eligibility requirements in 1 above, the member is eligible for 1, 2 and 3 listed below under Benefits.
 - b. If the employee is age sixty-two (62), but not yet age sixty-five (65) after meeting eligibility requirements in 1 above, the member is eligible for 2 and 3 listed below under Benefits.

BENEFITS

1. A monthly stipend which shall be \$700 for a maximum of 48 months or until the employee reaches age sixty-two (62), whichever happens first. Employees retiring before age fifty-eight (58) may opt to receive monthly payments equal to \$700 x 48 months divided by the number of months eligible up to age sixty-two (62).
2. Medical, vision, and dental insurance generally provided college staff limited to two-party coverage until retiree reaches age sixty-five (65) and shall be subject to approval of carrier. In the first year of retirement this benefit shall be the dollar amount in effect during the employee's last year of work increased thereafter by the average percentage increase in the previous calendar year's West – Size Class A CPI-U (with a range of 2.5%- 3.5%).

For employees receiving their first full-time contract after July 1, 2002, the CPI-U adjustment will not continue beyond the date of retirement.

3. Existing (employer paid group plan) life insurance coverage at the time of retirement (maximum \$50,000) for employee until age sixty-five (65).
2. A minimum of six (6) months' notice must be given prior to the planned date of retirement. This requirement may be waived by the College President.
3. Early Retirement monthly stipends and benefits are not transferable to a spouse in the event of the employee's death.
4. If a payment has been authorized and a retirement date established, payment does not become an obligation of Clackamas Community College until the agreed upon retirement date. Death or termination of employment for any reason, prior to established date, terminates the obligation to pay by Clackamas Community College.

*Paid Leave (including up to two years long term disability) will be counted as time served. Unpaid leaves do not constitute a break in consecutive years of service, but will not be counted as time served.

ARTICLE 6

CALENDAR

- A. The calendar for the academic year shall be determined annually by the College and approved by the Board.
- B. The basic service calendar for faculty shall be one hundred seventy-five (175) days including six (6) paid holidays. Faculty will work with their Dean to determine the best way in accordance with Article 4 to meet their 175-day contractual obligations.
 - 1. The work year shall consist of fall, winter, and spring terms unless agreed to by the individual faculty member and the Dean.
 - 2. Summer term may be substituted for one of the other terms in the same academic and fiscal year with agreement by the Dean and individual faculty member. Summer term may include assignments of varying lengths in accordance with Article 4, with no increase in salary or number of paid holidays, as long as the aggregate work performed annually is equivalent to the 175-day contractual obligation.
 - 3. Work assignments in accordance with Article 4 may be scheduled over four terms of the same academic and fiscal year with agreement by the Dean and individual faculty member, with no increase in salary or number or paid holidays, as long as the aggregate work performed annually is equivalent to the 175-day contractual obligation.
 - 4. Work assignments in accordance with Article 4 may be scheduled outside the regular term schedule during the academic and fiscal year with agreement by the Dean and individual faculty member with no increase in salary or number of paid holidays, as long as the aggregate work performed annually is equivalent to the 175-day contractual obligation.
- C. Contracts for faculty on a schedule varying from the basic service contract will have the dates of service specified in the individual contract.
- D. A faculty member originally hired to work fall, winter, and spring terms may refuse an alternate work year without prejudice. A faculty member originally hired to work a schedule that differs from fall, winter, and spring terms agrees to an alternate work year on an ongoing basis.
- E. Four (4) days of the period of contracted in-service and orientation time will be used at the discretion of the individual faculty member to prepare materials and equipment for course work before fall term classes begin. The remaining non-instruction day, or equivalent, will be planned, organized, and scheduled by the administrative/faculty in-service planning committee appointed by the President. This in-service day will occur on the Wednesday, Thursday, or Friday before classes begin for Fall term. (Faculty will have the option of using unused Fall term preparation time for comparable preparation time during Winter and Spring breaks.)
- F. Paid holidays during the basic service calendar shall be Veterans' Day, Thanksgiving Day and the following Friday, Martin Luther King Day, Presidents Day, and Memorial Day. For faculty whose contracts call for employment on the following days, those days will be paid holidays:

Independence Day, Labor Day, Christmas Day, the working day before or after Christmas, New Year's Day. When the holidays will be observed, will be determined each year and will be reflected in the Academic Calendar.

ARTICLE 7

SICK LEAVE

The following leaves of absence guidelines are administered by Human Resources. Detailed information regarding qualifying absences, reporting leave use, application, medical certification and definitions relative to sick leave will be made available in the Human Resources Office.

A. Annual Sick Leave Accrual

Unused sick leave for faculty members shall accumulate for an unlimited number of days and shall accumulate at the rate of ten (10) days per academic year which shall be granted at the beginning of each year or one (1) day per month employed, whichever is greater. Annually contracted faculty working less than one hundred percent (100%) shall accumulate and use sick leave prorated to the percent of their individual annual contracts.

Instructors may donate up to ten percent (10%) of their accrued sick leave time to another fulltime faculty Association member who has exhausted all sick leave and other compensatory time due to illness or injury and who is requesting sick leave to satisfy the waiting period for long term disability. Instructors who are terminating for any reason may not donate their accumulated sick leave.

If the absence is for five (5) days or more, and if circumstances warrant, the faculty member may be asked for medical justification.

B. Transfer of Sick Leave

Annually contracted employees will be able to transfer one-half (1/2) of their accumulated sick leave, if immediate previous employment was at another school district or community college in the state of Oregon and if the employee was in continuous employment.

C. Workers' Compensation

1. Absence resulting from illness or accident compensated by Workers' Compensation insurance is chargeable as sick leave. Compensation received shall be deducted from College pay.
2. The College agrees to maintain Workers' Compensation benefits not less than the same level provided by the State Accident Insurance Fund.

D. Family Medical Leave

Employees may request, in writing, a medical leave in accordance with the Family Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA). Such leaves shall be granted in accordance with state and federal law. The laws and corresponding reasons for leave include, but are not limited to:

1. Family Medical Leave Act (birth, adoption, foster placement of child, employee's or family member's serious health condition, qualifying exigencies relating to family member's military duty, to care for a family member with a military duty-related

illness or injury)

2. Oregon Family Leave Act (birth, adoption, foster placement of child, employee's or family member's serious health condition, care for sick child who can't go to school or childcare, bereavement)
3. Oregon Sick Leave Law (employee's or family member's illness, injury, health condition, need for medical diagnosis, care or treatment or need for preventative medical care, any reason covered by other Oregon leave laws, public health emergency)
4. Oregon Military Family Leave Act (to spend time with a spouse or domestic partner and attend to needs associated with call or order to active duty or leave from deployment during period of military conflict)
5. Oregon Leave to Attend Criminal Proceeding (for crime victims to attend criminal proceeding at which victim has right to be present)
6. Oregon Leave for Victims of Domestic Violence, Sexual Assault, Harassment, or Stalking (for victims of these crimes to seek legal or law enforcement assistance or remedies, medical treatment, counseling, services from a victim services provider or to relocate or take steps to secure home)

Additional guidelines that apply to protected leave under FMLA or OFLA include:

- Employees are generally entitled to a maximum of 12 weeks of family leave within the employer's 12-month leave year. (FMLA and OFLA)
- An employee using pregnancy disability leave is entitled to 12 additional weeks of leave in the same leave year for any qualifying OFLA purpose. (OFLA)
- An employee using a full 12 weeks of parental leave is entitled to take up to 12 additional weeks for the purpose of sick child leave. (OFLA)
- Employees are entitled to 2 weeks of bereavement leave to be taken within 60 days of the notice of the death of a covered family member. (OFLA)
- A spouse or state certified domestic partner of a service member is entitled to a total of 14 days of leave per deployment after the military spouse/state certified domestic partner has been notified of an impending call or order to active duty and before deployment and when the military spouse/state certified domestic partner is on leave from deployment. (OFLA)

Employees may be placed on family medical leave either at the employee's request or at the employer's discretion. The employee is required to use all eligible sick leave and/or personal leave time concurrent with family medical leave time. If an approved family medical leave extends beyond available paid time, the remainder of the leave will be unpaid.

Detailed information regarding notification, application, certification, and definitions relative to Family Medical Leave will be made available in the Human Resource Office.

ARTICLE 8

PAID LEAVES OF ABSENCE

A. Types of Leave

Instructors shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

1. Professional

The Board agrees to continue the practice of providing paid leave days for attendance by instructors at meetings or conferences of an educational nature as approved by the Vice President of Instruction and Student Services, Dean, or designee.

2. Conferences of Affiliates

Up to a total of ten (10) person days for representatives of the Association to attend conferences or conventions of state and national affiliated organizations for matters allowed by law. Requests for leave will be made through the Association President and approved by the Vice President of Instruction and Student Services. The individual department shall be responsible for the affected classes.

3. Legal

Instructors on jury duty or subpoenaed to appear as witnesses will be given paid leave for such purposes, but must turn over to the College compensation they receive as a juror or witness. Employees appearing in court on their own behalf will have the cost of a substitute deducted from their salaries, if a substitute is hired.

4. Bereavement

Up to three (3) days of paid leave and any additional personal and/or sick days with Dean's approval at any one time in the event of death of a faculty member's family. It is the intent of this provision that the employee defines what "family" means.

5. Military

- a. Paid Military Leave: An employee who has been employed for at least six (6) full months with the College before applying for military leave and who has not been on military leave at the time of application, shall be granted a military leave of absence with pay for a period not to exceed fifteen (15) calendar days in any one training year, in accordance with ORS 408.290.
- b. Veterans Day Leave for Veterans: When the college-observed Veterans Day does not coincide with the actual Veterans Day an employee that qualifies as a veteran may:
 - 1) be granted leave without pay.
 - 2) choose to use available personal leave.

Leave will be granted in accordance with applicable state and/or federal law.

6. Personal/Emergency

Each member of the faculty bargaining unit is entitled to use up to four (4) days of paid

personal or emergency leave each year. An absence form is to be submitted upon returning to work.

- a. Emergency: The faculty member is to notify their Dean or supervisor of such emergency leave.
- b. Personal Leave: This leave is specifically restricted to personal business that cannot be scheduled outside of regular class hours.

A request must be given to the supervisor or dean for approval at least three (3) days in advance. For example, personal leave may be used for business matters, legal matters, school functions for dependent children, etc.

- c. Other Leave: Other leaves of absence with pay may be granted by the Board.

B. In Addition to Sick Leave

Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the faculty member is entitled.

ARTICLE 9

UNPAID LEAVES OF ABSENCE

A. International and Federal Programs

A leave of absence of up to two (2) years shall be granted to any employee, upon application, for the purpose of participating in exchange teaching programs in other states, territories or countries; foreign or military teaching programs; the Peace Corps, Teacher's Corp, or Job Corps as a full-time participant in such programs; or a cultural travel or work program related to professional responsibilities; provided said employee states an intention to return to the College.

B. Professional Study

A leave of absence up to two (2) years shall be granted to any employee upon application for the purpose of engaging in study at an accredited college or university reasonably related to the employee's professional responsibilities. The first year of leave shall count towards movement on the salary schedule and towards eligibility for early retirement.

C. Military

A military leave of absence shall be granted to any employee who shall be called to, inducted in or enlisted for military duty in any branch of the armed forces of the United States pursuant to ORS 408.290 and the Uniformed Services Employment and Reemployment Rights Act (USERRA).

D. Political

A leave of absence not to exceed two (2) years shall be granted to any employee upon application for the purpose of campaigning for or serving in public office.

E. Association

A leave of absence of up to two (2) years shall be granted to any employee upon application for the purpose of serving as an officer of the Association or on its staff.

F. Childbirth and/or Child Care

Leave without pay for a reasonable period not to exceed six (6) months before and/or after the birth or adoption of a child shall be granted at the written request of the employee.

G. Status

Upon return from leave, employees will be eligible for those benefits to which they would have been eligible had no leave been taken and shall be assigned to the same or substantially equal position to which they were entitled when the leave commenced.

- a. Employees on a leave of absence who work less than two (2) terms in their individual contract year shall not be entitled to a salary step advancement, except as provided in

Section B and provided by law.

- b. Employees on a leave of absence shall be subject to the provisions of Article 20 - Reduction in Force.

H. Application for Leaves, Extensions, Renewals

All applications for leaves, extensions, or renewals of leaves shall be submitted to the supervisor in writing and shall include the general reasons for the request, dates, and length of leave requested, and date of intended return. Generally, starting and ending dates should coincide with the break between academic terms. All such applications shall be submitted at least one (1) academic term prior to commencement of the requested leave, extension, or renewal. However, if an employee is unable to submit a request one (1) academic term prior to the effective date of the leave, extension, or renewal, then the College will make reasonable effort to accommodate the request. The College may deny any of the preceding unpaid leaves of absence, except as provided by state and federal law (e.g. Military, childbirth) because of circumstances reasonably beyond the control of the College.

I. Fringe Benefits

Employees on leave shall have the option to purchase any fringe benefits available to active employees if permitted by the carrier. Such option should be requested in the application for leave.

J. Return from Leave

Employees who change their return date should notify the supervisor in writing at least one (1) academic term prior to their anticipated return from leave. Failure to give adequate notice may delay an employee's date of return by up to one (1) academic term.

ARTICLE 10

DUES AND PAYROLL DEDUCTIONS

- A. Members of the Association may authorize payroll deductions for the purpose of paying Association dues and assessments. The Association will notify the College of bargaining unit members who have elected to have dues deducted from their paychecks and the amount of the deductions. The Association shall similarly notify the College when a bargaining unit member should no longer have dues deducted. The deductions shall be made according to the policy and practice of the college.

In the event the Association members vote to increase Association dues, the Association shall notify the College at least thirty (30) days prior to the effective date of the dues increase.

The dues shall be deducted monthly in an amount certified by the Association and at no cost to the members or the Association. The aggregate deductions of all members shall be remitted together with an itemized Excel-compatible, if possible, statement to the treasurer of the Faculty Association and OEA Membership Services by the tenth (10th) day of the succeeding month after such deductions are made. Local dues to the Faculty Association shall be paid separately from the OEA/NEA dues and remitted to the Faculty Association Treasurer.

The Association agrees to refund to the College any amounts paid to it in error on account of payroll deduction provision upon presentation of proper evidence thereof.

The member's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate Association dues. When a member in good standing of the Association is in non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings. In the case of a member who is in non-pay status during only a part of the pay period and the wages are not sufficient to cover the full withholding, no deductions shall be made. In this connection all other legal and required deductions have priority over Association dues.

An appropriate form will be furnished by the Association for payroll deduction of Association dues.

- B. Upon appropriate written request from the member, the College shall deduct from the salary of any member and make appropriate remittance for the following approved deductions:
- Approved Deferred Compensation Plans (403(b) & 457 Plans)
 - Insurance programs provided in this Agreement
 - Clackamas Community College Foundation or
 - Any other benefit program approved by the College Board.

Members may also elect to have a portion of their salary directly deposited into financial institutions of their choice.

- C. The College, upon appropriate authorization of the member, shall deduct from the salary of any member and make proper remittance for any other plans or programs jointly approved by the Association and the College.

D. Maintenance of Membership

1. All employees covered by this agreement at its effective date, or who become members of the Association following the date of signing of this Agreement will, as a condition of their employment, remain members of the Association during the term of this agreement.
2. The provision does not apply to any employee, who, within the month of September, withdraws from the Association by sending a signed withdrawal statement to the Association with a copy to Human Resources.
3. In the event that this section is also overruled by changes to state law, the parties will meet within sixty (60) days to discuss alternate language pursuant to ORS 243.702.

E. Employee Information

A. New Employees and Change of Employee Status

The names of all new employees shall be furnished to the Association within the first thirty (30) days of employment. The Association shall be given a monthly report containing all changes of names, addresses, and employment status (including retirement, termination, leaves of absence, and layoffs) of all full-time faculty bargaining association employees.

B. Employee List

Upon request, the College shall provide to the OEA Membership Specialist and Association Treasurer an Excel-compatible database, if possible, of each employee in the bargaining unit (both active members and non-members) that includes the last four digits of the employee's SSN, employee ID, FTE, classification or title, worksite, residential address, and residential and/or cell phone number(s).

F. Indemnification

The Association and the College will abide by applicable federal and state laws and regulations pertaining to payroll deduction of member dues payments.

If there is a claim against the College as the result of the application of any of the provisions of this section, the Association agrees that it will hold the College harmless, and will pay any and all amounts awarded against the College, including, but not limited to: damages, fees, fines, attorney fees, and court costs.

The College agrees to select its attorney from the firm of Bennett Hartman Morris and Kaplan, LLP, or its successor, so long as it is utilized by the Oregon Education Association. Another firm may also be selected if mutually acceptable. The Association shall be extended the privilege of consultation in the college's defense of claims pursuant to this article.

This hold harmless agreement shall become void in the event the College fails to give timely notice of any formal claim to the Association and tenders the defense of the claim to the Association and its designated counsel. For the purpose of this article, timely notice is defined as thirty (30) calendar days from receipt of a formal claim by the College.

ARTICLE 11

INSTRUCTIONAL TECHNOLOGY

- A. Because instructional technologies are prevalent in education, the College and the Association agree on the following.
1. Instructional technology should be founded in research-based best practices in teaching and learning to benefit the educational process.
 2. Prior to adopting new college-wide instructional technology, the College and the Association will collaborate on the function, use, need, usability of, and support for the new technology. Instructional technology includes the hardware or software adopted at a college-wide level through which instructional materials are delivered, structured, or taught. This may include, but is not limited to, instructor podium, classroom technology, learning management systems, courseware systems, video storage repositories, and computer programs.
 3. The College will support the use of instructional technology to provide instruction both on and off campus, or it will consult with the Association if that support is not feasible.
 4. The use of instructional technologies and materials to support classes is an educational choice that should be left to the judgment of each individual faculty member in collaboration with other faculty in their department or program. Instructional materials include, but are not limited to, digital technology, video, audio recordings, photographic and other similar materials, video and audio transmissions, computer-assisted instructional materials, online curriculum, podcasts, three-dimensional materials and exhibits, and combinations of the above, and which are used to assist or enhance instruction.
 5. The College will maintain a positive environment for faculty who choose to use instructional technology to improve their teaching or to deliver instruction in innovative ways, including the use of computers, by providing adequate and on-going training and support.
- B. If the College decides to broadcast faculty presentations to an audience other than the intended audience of students and other college staff, there shall be a written agreement (establishing use and, if applicable, compensation) between the College and faculty member.

ARTICLE 12

DISTANCE LEARNING

A. Definition

Distance Learning or Distance Education, refers to the variety of formal teaching and learning environments in which a substantial component of the instruction occurs when the student and instructor are not in the same place. Instruction may be synchronous or asynchronous.

B. Course Development and Support

1. Faculty who develop a new class, or adapt a traditionally taught class, for distance learning delivery will receive development pay or release time equivalent to at least one hour per week per credit hour of the new or adapted class. The amount of release time or development pay will be agreed to in advance in writing. In the absence of an agreement, such development will be considered voluntary by the faculty member.
2. Some courses, either by the nature of their subject matter or due to frequent changes in course management software or other critical educational technology, must undergo more than normal periodic revision. In such cases, additional release time or development pay will be granted by mutual agreement.
3. Methods of presentation and course materials are to be under the control of the faculty member developing or teaching the distance education course.
4. Faculty who, by mutual agreement with the College, develop distance learning courses through significant effort on their part shall have the right of first refusal to teach such courses for up to two (2) years or three (3) offerings, whichever is the greater number of offerings. This right does not apply:
 - a. in the case of "work for hire," where the College pays only for the development of a course and there is clearly no expectation that the developer will be the instructor of the course.
 - b. if the instructor is no longer a member of this Association.
5. The College will designate a common learning management system that it will provide and support. With agreement between the faculty member, Dean, and Vice President of Instruction and Student Services, an alternate learning management system may be used.
6. The College shall ensure that access to adequate technical support personnel is available for faculty.
7. The College shall provide the faculty member with the necessary equipment to teach the distance education course on the College campus.
8. Infrastructure from the College (hardware, software and support) may be reasonably limited.

9. Course materials developed by faculty for distance learning delivery are subject to the guidelines and principles of Article 17.

C. Quality Control

1. It is a shared goal that distance education courses will meet Clackamas Community College's standards of academic quality and effectiveness. Therefore, distance-education courses (or modifications thereto) shall follow the usual processes adopted in the division, department and college curriculum approval process, including accepted pathways for short-term approval for innovative curriculum and courses.
2. The College shall provide appropriate training for faculty members. No faculty member shall teach a distance education course without adequate preparation and training.
3. The evaluation of distance learning courses and significant distance learning course elements shall be conducted as closely as possible to the framework and processes of the evaluation of other courses. The College shall make available tools and processes for student evaluations, in accordance with Article 13 Section C.

D. Teaching Assignments

1. Faculty assigned distance education development, distance education courses, or courses with significant distance education elements, will be provided reasonably adequate time for preparation and training prior to teaching the courses.
2. There will be no reduction in the number of full-time teaching positions as a result of distance learning courses being added to the class schedule. No prerecorded or packaged forms of instruction shall be employed by the institution for the purpose of replacing faculty members or eliminating open positions.

ARTICLE 13

FACULTY EVALUATION, RETENTION, AND PERSONNEL FILES

A. Faculty Evaluation Purpose

The purpose of the evaluation procedure is:

1. To provide regular and systematic evaluation of faculty performance in order to ensure teaching effectiveness.
2. To identify and recognize teaching effectiveness.
3. To implement and share successful teaching/learning practices among faculty.
4. To stimulate and encourage faculty to improve teaching effectiveness.
5. To help identify individual and in-service staff development opportunities.

Criteria for evaluations are found in Article 4, Sections C, D, E, and F of this agreement.

B. Categories of Employment

1. A "temporary faculty member" shall be defined as a faculty member hired to complete the term of a probationary or regular faculty member who left for an extended period of time but is expected to return to employment at Clackamas.
2. A "probationary faculty member" shall be defined as a faculty member hired to fill a vacancy in a regular bargaining unit position either newly created or caused by the resignation, retirement, or termination of a regular or probationary faculty.
 - a. The probationary period for a faculty member hired at step 4 shall be five (5) years in length total, including two (2) years in length prior to moving to step 3.
 - b. The probationary period for a faculty member hired at step 3 shall be three (3) years in length prior to moving to step 2.

If the probationary period is extended, then step movement may be delayed.

3. For purposes of this section, a faculty member shall be given credit for the entire year if employed on or before January 15. Probationary faculty hired after January 15 will receive no credit for any part of that academic year.
4. A "regular faculty member" shall be defined as an employee who has satisfactorily completed the probationary period.
 - a. The designation for a person in the first five (5) years of "regular" employment shall be "continuing faculty member."
 - b. The designation for a person in the next seven (7) years of "regular" employment shall be "master faculty member."

- c. The designation for a person who satisfactorily completes seven (7) years as a "master faculty member" or who has a doctoral degree plus ten (10) years' experience at the College is "career faculty member."

C. Evaluation Process

The evaluation process is intended to be a formative assessment to recognize strengths and areas for improvement in faculty performance. It therefore directly responds to the purposes outlined in A.2, A.4 and A.5 of this article. Every year, each faculty member will complete a self-evaluation and a professional development plan; will have student evaluations completed in at least one class; and will have at least one colleague observation provided by a colleague of the faculty member's choosing. Each faculty member will maintain a portfolio of self-evaluations, student evaluations, and colleague observations. Faculty may have more than one set of student evaluations completed each year, provided the additional evaluations impose no hardship on the faculty member's department.

D. General Information Regarding Administrative Evaluations

1. Evaluating administrators will use the faculty member's yearly self-evaluations, colleague observations, and student evaluations. Other sources of information in developing the administrative evaluation of the faculty member may be considered in addition to the above information, provided the faculty member is made aware in writing of the content of the supplemental information and it relates to the description of the role of faculty in Article 4 of this Agreement. A copy of the tally of student evaluations will be provided to the faculty member after grades are turned in.

Evaluating administrators will notify faculty members of their scheduled administrative evaluations in a timely manner.

2. All administrative evaluations will be in written form and shall include at least the following information:
 - a. Highlights of the faculty member's self-evaluations;
 - b. Highlights of the student evaluations;
 - c. Highlights of colleague observations;
 - d. Summary of department meeting input in appropriate years;
 - e. Specific identification of areas that might be strengthened;
 - f. Course of action suggested by appropriate colleagues and administrator designed to eliminate areas of concern, if applicable, complete with time lines for improvement;
 - g. A space for the faculty member to enter reactions or comments about the administrative evaluation. This is to be done within thirty (30) working days of

receipt of a copy of the evaluation.

3. A copy of the administrative evaluation will be given to the faculty member and a copy will be included in the personnel file no later than July 31st.
4. A faculty member may request that the regularly scheduled administrative evaluation be conducted a year earlier than normal scheduling would dictate for the purpose of avoiding sequential evaluations, or in order to avoid any potential delay in being granted the step advancement due to leave. In the event that a faculty member has not adequately addressed an area of concern prior to going on leave (or during the leave), the final year on the current step will be delayed one year to allow the faculty member time to improve performance upon return from leave.
5. The Association and the College agree to establish a Faculty Evaluation Task Force comprised of faculty and instructional deans, the majority being faculty, which will evaluate the faculty evaluation system and make a recommendation regarding it. Specifically, this Task Force will examine a proposal to replace student evaluations and colleague observations with a self-evaluation which cites these and other materials in its content. The Task Force might also craft a self-evaluation form based on best practice in pedagogical self-reflection and the intention that the faculty evaluation process is a formative assessment intended to recognize strengths and encourage continuous improvement in faculty performance. The Task Force will convene in April 2020 and provide a recommendation to the Association and the College by the end of winter term 2021.

E. Administrative Evaluation Process - Probationary Faculty

1. Each probationary or temporary faculty member, shall have two administrative evaluations in the first year and one annually thereafter. Additional administrative evaluations can be conducted at the evaluating administrator's discretion. During the probationary period, student evaluations will be conducted for each section taught by the probationary faculty member, and the evaluating administrator will receive copies of those student evaluations at the same time they are distributed to the faculty member. The evaluating administrator may also schedule class observations with the probationary faculty member.
2. The administrative evaluation process for probationary faculty shall occur as follows:
 - a. The first evaluation portfolio shall be due to the evaluating administrator by the end of the first week of the second term of probation. This portfolio shall include at a minimum:
 - All student evaluations from the first term
 - Self-evaluation
 - One colleague observation
 - Checklist of completed work from First Year Faculty Experience

Probationary faculty who do not receive traditional student evaluations should refer to the faculty evaluation handbook for guidance. The evaluating administrator shall complete the administrative evaluation no later than the end of the fourth week of

the second term of probation. This evaluation will follow the format outlined in Section D of this article. If the evaluating administrator conducted class observation(s), comments from the class observation(s) may be included in the evaluation.

- b. The second evaluation portfolio shall be due to the evaluating administrator by the end of the first week of the third term of probation. This portfolio shall include, at a minimum:
 - All student evaluations for that academic year
 - Self-evaluation
 - One colleague evaluation
 - Checklist of completed form from First Year Faculty Experience
 - Professional Development Plan

Prior to the second administrative evaluation, the evaluating administrator will invite all other available full-time faculty members of the probationary faculty member's department to a meeting to obtain input relative to job performance prior to completing the administrative evaluation. The evaluating administrator shall complete the administrative evaluation no later than the end of the fourth week of the third term of probation.

- c. After the first year of probation, and for subsequent years of probation, annual evaluations will be submitted by February 10th and include:
 - All student evaluations not previously submitted
 - Self-evaluation
 - One colleague observation
 - Professional development plan
 - d. Prior to the year two evaluation the evaluating administrator will again invite all other available fulltime faculty members of the probationary faculty member's department to a meeting to obtain input relative to job performance prior to completing the administrative evaluation.
 - e. Probationary faculty who work a non-traditional schedule will develop an equivalent timeline for evaluations with their evaluating administrator.
3. If a probationary faculty member receives an unsatisfactory evaluation, the evaluation will include a professional improvement plan containing detailed information about the problems noted, detailed expectations for improvement, a timeline for improvement, and what resources are available to the faculty member for remediation of the issues. The evaluating administrator and the faculty member will work together to create a plan of action for successful completion. As a result of an unsatisfactory evaluation, the evaluating administrator may seek additional input from the other full-time faculty members of the probationary faculty member's department.
 4. In the final year of probation, the evaluating administrator will again invite all other available fulltime faculty members of the probationary faculty member's department

to a meeting to obtain input relative to job performance prior to completing the administrative evaluation.

F. Retention of Probationary Faculty

1. For the duration of probationary status, any performance issues related to Article 13, Section F identified by the administrator must be corrected by the probationary faculty member. Probationary faculty members whose performance results in one unsatisfactory evaluation at any time during the probationary period may have their probationary period extended for one year. Probationary faculty members whose performance results in two unsatisfactory evaluations at any time during the probationary period may be non-renewed for the following year, or have their probationary period extended for one year. The renewal or non-renewal of a probationary faculty member's annual contract as the result of two unsatisfactory evaluations shall be at the discretion of the Vice President of Instruction and Student Services in consultation with the evaluation administrator and the Full-Time Faculty Association. The faculty member may appeal the decision within five (5) working days to the College President, who will then make the final determination about contract renewal. Faculty members shall have the full protection afforded by Article 15 except in the case of non-renewal while on probationary faculty status.
2. Non-renewal decisions of faculty members on probationary status due to unsatisfactory evaluations during the first three years of continuous employment are not subject to step 3 of Article 14(c) of this Agreement.
3. Non-renewal of a probationary faculty member will be treated in the same manner as a failed search of a faculty hire, allowing the probationary faculty member's department to repost the position without going through the POR process again.

G. Investigation Files, Probationary Faculty

Documents related to the investigation of incidents will be retained in separate investigation files in the Human Resources office. Substantiated incidents may be used in faculty evaluations only during the evaluation period in which the incident was substantiated. Unsubstantiated incidents will not be used in any evaluations. When an incident is reported to Human Resources, the member must be notified in writing of the content of the allegation within five (5) contracted working days of Human Resource's receipt of the allegation. All information and investigations will be conducted in a confidential manner.

H. Administrative Evaluation Process - Regular Faculty

1. Each regular faculty member will be evaluated every third year by the evaluating administrator. The lack of an evaluation shall not be used to deny a regular faculty member any benefit, monetary or nonmonetary, to which the faculty member would have otherwise been entitled had the faculty member received a satisfactory evaluation.
2. In the year prior to the final year of a step, the evaluating administrator will invite

all other available fulltime faculty members of the employee's department to a meeting to obtain input relative to the job performance prior to completing the evaluation. Before the employee's final year on a step, as a result of the administrative evaluation the faculty member will be notified in writing of any areas of concern. Any areas of concern will be explained in clear and reasonable terms so that improvement sufficient to achieve a positive evaluation in the final year of the current step is encouraged. The evaluating administrator will consider advice from fulltime faculty department members to determine when job performance has improved to an acceptable level. See Article 5, Section I.2. Advancement.

3. Faculty members will present a complete portfolio of evaluation material by March 15 and will receive the results of their evaluations no later than June 1. However, if an evaluation cannot be completed by the evaluating administrator because the faculty member has not fully completed the requirements for the evaluation, as described in Article 13, Sections C, D, and E, the evaluating administrator and faculty member will establish a plan for completion. If the faculty member does not adhere to the proposed plan, the evaluation will be marked as unsatisfactory. Portfolios which are incomplete for reasons out of the faculty member's control (examples: FMLA or sabbatical) will not be marked "unsatisfactory" because they were not complete.

I. Personnel Files

1. Members shall have the right, upon request, to review the contents of their personnel files and to receive a copy, at Board expense, of any documents contained therein, excluding confidential materials as identified in item four (4) below. Members will be entitled to have a representative of the Association accompany them during such review. These files shall contain all materials relevant to the members' employment and shall be the sole repository of such materials, except documents prohibited by law. All documents, communications, and records dealing with the processing of a grievance will be filed separately from personnel files of the participants as per Article 14 Grievance Procedure.

Nothing in this Agreement shall be construed to prevent or restrict immediate supervisors from maintaining individual working files which shall be deemed personal to the supervisors as a part of that person's work product. Such materials may not be utilized in any proceedings unless they were made a part of the personnel file within ninety (90) days of when they were created.

2. At any time members will have the right to indicate those documents and/or other materials in their files which they believe to be obsolete or otherwise inappropriate for retention. Said documents will be reviewed by the appropriate administrator and if the administrator agrees, the materials will be destroyed.
3. No negative or derogatory material will be placed in a member's personnel file unless the member has had an opportunity to review it. Members shall be notified of the content of any negative or derogatory materials within five (5) working days of the materials being received in Human Resources. Members will acknowledge that they have had the opportunity to review such material by affixing their signatures to the copy to be filed, with the express understanding that such signatures in no way

indicate agreement with the contents thereof. Material may be used to support any denial of advancement or any other action taken against a member only if a member received the requisite notice and failed to acknowledge the material within ninety (90) working days of notice. Members also will have the right to submit written responses to material in their personnel files and their responses will be attached to the file copy. Materials not in the member's personnel file cannot have an adverse effect in an evaluation. In the event that the members believe the material to be inaccurate, untrue, or unfair, they may grieve the matter.

4. The Board agrees to protect the confidentiality of personal references, academic credentials, and other documents submitted from outside the Institution.

J. Investigation Files, Regular Faculty

Documents related to the investigation of incidents will be retained in separate investigation files in the Human Resources office. Substantiated incidents may be used in regular faculty evaluations only during the evaluation period in which the incident occurred. Unsubstantiated incidents will not be used in any evaluations. When an incident is reported to Human Resources, the member must be notified in writing of the content of the allegation within five (5) contracted working days of Human Resource's receipt of the allegation. All information and investigations will be conducted in a confidential manner.

ARTICLE 14

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which arise. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.
2. Employees are encouraged to seek a solution or adjustment of a complaint through an informal meeting with their supervisor prior to filing a grievance, provided the adjustment shall be consistent with the terms of this Agreement.

B. Definitions

1. A "grievance" is a complaint by an employee or group of employees or the Association based upon the interpretation, violation, or application of this Agreement.
2. For purposes of this Article, a "contracted working day" shall be any day for which the employee is assigned to work or would have been assigned to work except for being laid off as outlined in Article 20 Reduction in Force.

C. Process

1. When a dispute arises between an employee or group of employees and an Administrator or between the Association and the College regarding the interpretation, violation, or application of this Agreement, the matter shall be brought to the College's attention at the lowest administrative level with the authority to resolve the matter.
2. The dispute shall be brought to the attention of the College within ten (10) contracted working days after the facts upon which the dispute is based first occurred, or first became known, or should have become known.

Step 1. Informal Initial Review

- a. The aggrieved member and/or the Association shall, within ten (10) contracted working days of perceiving a dispute, meet in person with the Administrator who is central to the dispute to attempt resolution of the matter.
- b. The Administrator shall respond in writing to the aggrieved member and/or the Association within ten (10) contracted working days of the meeting detailing the Administrator's position on the disputed matter.

Step 2. Collaborative Resolution Process

- a. If the issue cannot be resolved at the level of the Informal Initial Review, it shall be referred in writing by the member and/or Association to the Vice President of Instruction and Student Services and the Association President within ten (10)

contracted working days of the Administrator's Informal written response.

- b. The Vice President of Instruction shall arrange a meeting of the parties within ten (10) contracted working days of receiving notification of the dispute during which time the parties, along with the Dean of Human Resources, will aim to resolve the matter. If no resolution can be reached at this Step, the employee or Association may file a grievance.
- c. In the event the Vice President of Instruction and Student Services is the source of the member or the Association's dispute, the College President will serve in the role otherwise performed by the Vice President as listed in Step 2 a and b above.

Step 3. Formal Grievance

- a. Should the parties be unable to resolve the matter within the period of the Collaborative Resolution Process, a grievance may be filed. The grievance must be submitted, in writing, to the Office of Human Resources within ten (10) contracted working days after the Collaborative Resolution Process has concluded. The written grievance will include a concise summary of the allegations, including reference to the specific contract provision(s) in dispute, and a remedy sought.
- b. The grievant has a maximum of fifty (50) contracted working days to file a grievance following the initial awareness of a dispute. This total is found through: 10 days at Step 1.a., 10 days at Step 1.b., 10 days at Step 2.a., 10 days at Step 2.b., and 10 at Step 3.a.
- c. Within ten (10) contracted working days of the grievance being filed, the Dean of Human Resources, serving as a neutral party to the grievance, will organize a meeting involving the grievant and the Administrator to help all parties better understand the principles of the contract and its application, with the goal of resolving the dispute.
- d. The Dean of Human Resources will respond in writing to the grievant and/or the Association, the Vice President of Instruction and Student Services, and the Administrator central to the matter within five (5) contracted working days as to the College's formal position regarding the grievance.

Step 4. Arbitration

- a. If the grievance remains unresolved the grievance shall be reviewed by the Association, which shall have sole discretion as to whether a grievance should be appealed to arbitration. If the Association determines that a grievance shall be appealed to arbitration after the above steps or time lines have been exhausted it shall, within ten (10) contracted working days from the date of the Dean of Human Resources' written formal response to the grievance, file a written notice of a request for arbitration with the Human Resources Office.
- b. Within five (5) contracted working days after the written notice of submission to arbitration, the parties will attempt to mutually agree on the selection of an arbitrator, or failing that, request a list of five (5) Oregon arbitrators from the State Employment

Relations Board and, upon receipt of same, alternately strike names until one remains, and submit the matter to arbitration.

D. Authority of the Arbitrator

1. The arbitrator so selected shall hold hearings on the matter as promptly as possible, shall abide by American Arbitration Association Rules and render a decision within thirty (30) days of the close of the hearings or receipt of post hearing briefs if such have been submitted.
2. The decision of the arbitrator shall be final and binding upon the parties except to the extent the authority of the arbitrator shall be limited as follows:
 - a. The arbitrator will be without authority to make any decision which requires the commission of an act prohibited by law.
 - b. The arbitrator shall neither add to, subtract from, nor modify the provisions of this Agreement or Board Policy or Administrative Rules and Regulations. Decisions of the arbitrator shall be confined solely to the application and/or interpretation of this Agreement or whether the procedural steps provided by Board Policy or Administrative Rules and Regulations have been followed, as the case may be.
 - c. Where the provisions of the Board Policy or Administrative Rules and Regulations call for the exercise of judgment, the arbitrator shall not substitute personal judgment for that of the official making such judgment, except in cases where the arbitrator determines that such judgment was exercised arbitrarily or capriciously or without basis in fact. If the arbitrator determines that specified procedural steps have not been followed, the arbitrator shall direct that the matter be reconsidered by the appropriate official in accordance with such procedural steps.
 - d. The decision of the arbitrator will be forwarded to the Board and the Association and will be final and binding upon the parties.

E. Costs of Arbitrator

The costs of the services of the arbitrator, including per diem expenses, if any, and travel, subsistence expenses, and the cost of the hearing rooms will be borne by the unsuccessful party. All other costs will be borne by the party incurring them.

F. Time Limits

Either party may request an extension of or freezing of timelines in order to continue an attempt at resolution or perform additional fact-finding but such extension may only be granted by mutual agreement. The party requesting the time-line extension must do so in writing and receive the other party's agreement in writing. The request will state the specific dates of the extension.

G. End of Year Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the instructional year, and if to have the matter unresolved until the beginning of the following instructional year would result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

H. General Provisions

1. Any employee may be represented at all stages of the grievance procedure by a representative of the Association. Where more than one (1) employee has a common grievance, the Association President may initiate a group grievance on their behalf. The Association President shall have the right to initiate a grievance growing out of an alleged violation of Association rights under this Contract.
2. Meetings and hearings under this procedure shall not be conducted in public and shall include only parties in interest and their designated or selected representatives.
3. Forms for processing grievances shall be prepared by the College and the Association and given appropriate distribution as to facilitate operation of the grievance procedure.
4. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
5. If Steps 1, 2, and 3 are not followed and/or notice is not served in accord with the time limits listed above by the grievant, the grievance will be barred, except for instances of continuing grievances (in the sense that the act complained of may be said to be repeated from day to day). Said limits are not to be extended by any third party.
6. If any of the administrative responsibilities at each step of this Article are not met, the grievance will proceed to the next Step.
7. No reprisals of any kind will be taken by the employer or by any members of the administration due to the fact that an employee participated in the grievance procedure.
8. No unsigned student evaluations or summary of student evaluations will be presented at any step of the grievance procedure.

ARTICLE 15

DUE PROCESS RIGHTS AND TERMINATION FOR CAUSE

- A. Non-renewal of a probationary employee's contract shall not be effected without a finding of uncorrected unsatisfactory performance in accordance with Article 13 of this contract or a finding of unprofessional conduct. In the case of non-renewal for unsatisfactory performance, the process listed in Article 13 (F) and (G) will be followed, and Article 15 (C) does not apply.
- B. No regular faculty member shall be disciplined, dismissed, or reduced in compensation without just cause. Termination of a regular employee or probationary employee before the end of the contract year may be effected by the institution only for just cause or under the following provisions:

1. Termination for physical or mental illness:

Any contract may be terminated if the faculty member, after appropriate treatment, is proven physically or mentally ill so as to prevent that individual from carrying out contract obligations. Such terminated personnel will be given first priority for appropriate vacancies when pronounced fit to return to duty.

The faculty member will be provided written notice of the College's intent to terminate 30 days prior to the date of termination.

The existence of such cause shall be established as follows:

- a. The faculty member's supervisor will notify the faculty member (or legal guardian) in writing of the intention of the College to terminate and will request (1) that the College be supplied with narrative reports from each of the faculty member's doctors, if any; and (2) that the faculty member submit to examination by such Oregon licensed physicians and/or licensed psychologists as are mutually agreed upon by the faculty member (or legal guardian) and the College. Costs of such medical examination will be paid by the College.
- b. If the faculty member either fails to provide the reports or fails to agree to or submit to the examinations, the College action then taken is final and may not be reviewed under any provision of this Agreement. If the faculty member provides the reports and submits to the examination, the medical evidence so adduced will be reviewed by the faculty member's divisional administrator who will render a written decision as to whether or not cause exists within the meaning of this Section.
- c. The written decision may be appealed by the faculty member through Article 14 - Grievance Procedure of this Agreement with the appeal commencing at Step One.

2. Unprofessional Conduct:

Unprofessional conduct is any conduct on the part of a faculty member that is disruptive to the educational or operational processes of the College. Unprofessional conduct may

be evidenced by, but not be limited to:

- a. Conviction of a crime which is of such a nature that it indicates that the faculty member may be a threat to persons or property at the College or that the continuation of professional duties may be disruptive to the educational process of the College.
- b. Persistent or flagrant disregard of the terms of this Agreement or College rules.
- c. Willful falsification or alteration of a College record.
- d. Unsatisfactory performance which demonstrates unprofessional conduct, as shown by the evaluation process in Article 13 of this contract.
- e. Failure to comply with the provisions of all safety codes and regulations to which the College is legally subject.

C. Termination for unprofessional conduct:

1. Just cause for dismissal will be related directly and substantially to the fitness of the faculty member in a professional capacity.

Dismissal will not be used to restrain faculty members in their exercise of academic freedom or other rights as citizens.

2. When a Vice President or Dean or other appropriate administrative officer has information or receives a complaint against a faculty member which, might serve as grounds for termination and they deem such information or complaint to be substantial, they shall discuss it with the person concerned and shall make further investigation as they deem appropriate. If they believe that there is merit to the allegations, they shall forward such information to the Chief Human Resources Officer.
3. If the Chief Human Resources Officer, after reviewing the information and conducting such further investigation as they deem appropriate, concurs that the allegations, if true, might serve as grounds for termination, a due process hearing shall be conducted by a Vice President(s) and/or other College official(s) chosen by the College President in consultation with the Association President or designee.
4. If it is determined that a due process hearing will be conducted, the faculty member shall be so informed in writing and be presented with a written statement of the charges and all relevant facts, evidence, witnesses, and issues that may be used in the hearing at least fifteen (15) days in advance. The faculty member will have the option of attending the hearing and may do so with or without representation of the member's choosing and shall have the right to present any relevant facts, evidence, issues, and witnesses.
5. Within five days of the conclusion of the hearing, the hearing officer(s) will submit to all parties a written recommendation which may include no action, a verbal warning, a written warning, suspension, demotion, or dismissal. The final decision shall rest with the College President who may delegate this authority to a Vice President.

6. Any grievance resulting from this action shall commence at Step Four. The decision will stand until a finding is made in favor of the faculty member.

Faculty members may be suspended with pay during the proceedings which must be conducted with reasonable dispatch; however, twenty-five (25) contracted days after the date of suspension, the College President may withhold salary subject to the final resolution of the issue.

ARTICLE 16

ACADEMIC & PERSONAL FREEDOM

The purpose of this statement is to promote public understanding and support of academic freedom and professional responsibility to the students, to the community, and to Clackamas Community College. This institution is being operated for the common good and not to further the interest of either the individual instructor or the institution as a whole. The common good depends upon the free search for truth and its free exposition.

A. Academic Freedom

Academic freedom is essential to these purposes and is applied to teaching and other College-related activities. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the instructor in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.

1. Instructors are entitled to freedom in discussing the subject, regardless of delivery method, but they should be careful not to introduce into their teaching controversial matters which have no relation to their subjects.
2. Instructors are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties and in concert with existing College policies on publications and printing.
3. Instructors are citizens, members of a learned profession, and members of the educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As persons of learning and as educational members, they should remember that the public may judge their profession and the Institution by their utterances.
4. As members of the Institution, instructors seek above all to be effective teachers. Although they observe the stated regulations of the Institution, they maintain their right to criticize and seek revisions.
5. As members of the community, instructors have the rights and obligations of any citizens. They determine the amount and character of the civic and community involvement outside the Institution with due regard to their responsibilities within it. As citizens engaged in a profession that depends upon freedom for its health and integrity, instructors have particular obligations to promote conditions of free inquiry and to further public understanding of academic freedom.

B. Personal Freedom

The Board recognizes that the personal lives of instructors are of concern to the Board only as they affect job performance. No personal exercise of citizenship rights shall be grounds for discipline or discrimination.

ARTICLE 17

INTELLECTUAL PROPERTY

- A. The ownership of any materials or processes developed on an individual's own time, off-campus, and at no expense to the College shall vest and be copyrighted or patented, if at all, in the faculty member's name.
- B. The ownership of materials or processes produced solely for the College and entirely at the College's expense shall vest in the College and be copyrighted or patented, if at all, in its name.
- C. In those instances where materials or processes are produced by a faculty member with College support, by way of use of significant personnel time, facilities or other College resources, the ownership of the materials or processes shall vest in (and be copyrighted or patented by, if at all) the party or parties designated by a written agreement entered into prior to the production. Such written agreement shall make either a positive or a negative statement with regard to any compensation to be paid to the faculty member for such development.
- D. A prior written agreement by members of the bargaining unit under situations described in C of this Article, will be entered into whenever materials or processes are produced. Such agreement shall include, in addition to acknowledgments of ownership, an agreement with respect to the right to market, license, or otherwise distribute the materials outside the College, and the assignment of any profits, royalties or other fees earned from such distribution.

In the absence of an agreement, the faculty member shall be deemed to have ownership.

- E. Both the college and faculty member shall retain the right to use and modify materials developed under B and C of this article without payment of royalties or fees. With respect to such use, the faculty member will have the right of first refusal of the College's request to upgrade or modify the materials to keep them current. If a faculty member declines the request, the College will have the right to modify the materials at its own expense and the faculty member will have the right to have his or her name removed from the materials.
- F. If projects produce Open Educational Resources (OER), open source software, and/or other openly licenses materials that would otherwise be property owned by the College, as specified in section B above, the College and members of the Association agree to the open licensing of such materials in perpetuity.

ARTICLE 18

COMMITTEE WORK OF PROFESSIONAL STAFF

- A. Many of the duties and functions of the College require information, suggestions, and advice from faculty members, other employees, students and the public. To help receive this information, the College will establish and designate membership on committees or other consultative groups as necessary. However, no member will be required by the College to serve on more than one such College committee or group at one time.
- B. The College recognizes the central role of faculty in the development and delivery of instruction. The college therefore agrees to offer a majority membership of faculty on committees, subcommittees, work groups, and task forces, whose primary role involves course content and instruction. As of July 1, 2016 such committees are the Curriculum Committee, the Instructional Standards and Procedures Committee, the Assessment Committee, and the Education Resources and Student Technology subcommittee.
- C. The Association has an interest in the effective functioning of the College, and it may establish those committees of faculty members whose advice it believes will be beneficial to the College.
- D. The College will designate from noon – 1:00 p.m. every Tuesday and Thursday as the College Hour so that full time faculty may attend Association meetings, committee meetings, and other college responsibilities. Faculty who elect to teach during the college hour shall notify the person responsible for creating the schedule within their department.

ARTICLE 19

SABBATICAL LEAVE

- A. Sabbatical leave may be granted for the purpose of research, writing, advanced study, travel, or any other activity that will provide the individual with new knowledge or skills that will benefit students and the College. A faculty member may propose sabbatical activities that include course revision or curriculum development, but the faculty member will not be required to use sabbatical leave for the purpose of course revision, curriculum development, or other duties included in Article 4, Section C, of this Agreement.
- B. A faculty member becomes eligible to take a sabbatical leave of up to one (1) academic year after completion of six (6) years of continuous service as an annually contracted faculty member. After a leave has been taken, six (6) years of continuous service as an annually contracted faculty member must be served before the faculty member becomes eligible to take another leave.
1. The College will maintain a queue of all faculty by relative position of eligibility. Relative position will be determined by the most recent date of return from sabbatical leave or date of hire plus six (6) years. In the event that employees are tied in relative position, the queue order will be based on the first College paycheck received by each faculty member, regardless of the capacity in which that first paycheck was earned. If the affected employees remain tied, the order will be decided by lot. Once any faculty member has been placed within a block of equally eligible faculty, that position remains constant until the individual has been offered a future sabbatical. The names and number of eligible faculty will be published, and provided to the sabbatical committee at least four (4) months in advance of the application deadline. Faculty who are eligible to take a sabbatical leave and wish to do so must apply to take a sabbatical leave in the year prior to their eligibility for a sabbatical leave. The application for leave shall contain a definite statement of the specific purpose of the leave, specific proposed activities, professional outcomes expected, and how the sabbatical leave will benefit the College and the Faculty member's students. Application is made to the Human Resources Office with a copy to the administrator who evaluates the faculty member at the first level. Application for leave may be made electronically or on paper. The Association's Sabbatical Leave Committee will verify eligibility and appropriateness of the proposals. The Human Resource Office will provide copies of the proposed plans to the appropriate Vice President and the President.
 2. On October 1 of each year, the College will contact the 20 faculty members at the top of the queue. These faculty may elect to take their sabbaticals in any one of the next three years, or they may elect to have their name placed in the fourth year of eligibility according to relative position of eligibility. Each faculty member will be given 60 days to respond. No later than December 1, the College will contact, from the top of the queue, one faculty member for each who had initially declined the opportunity to take a sabbatical. These faculty will be given the same options and the same length of time to respond. Any remaining eligible faculty members beyond the specified number of awarded sabbaticals shall be placed at the head of the queue for the following year in their existing order.
 3. In the event that someone fails to take a sabbatical that had been granted, another faculty will be offered the opportunity to take a sabbatical, as long as the total number of faculty accepting sabbaticals does not exceed 60 over the three-year cycle beginning on July 1,

2002. The faculty member failing to take the sabbatical will have a hearing before the sabbatical leave committee. The committee will have the right to place that person at any point on the queue that the committee deems appropriate.

- C. Faculty members on sabbatical leave shall receive 75% of their annual salaries for three (3) term leaves, 87% of annual salaries for two (2) term leaves, and full salaries for one (1) term leaves.
- D. All fringe benefits shall continue to a faculty member during the term of absence as available by insurance carrier. The absence shall not be construed as a break in service for any purpose, and the faculty member shall be returned to the position formerly occupied. Upon return from sabbatical leave, the member shall be eligible for increment credit for the year of leave pending satisfactory review of the completed sabbatical program by the appropriate Vice President.
- E. The final acceptability of proposals for sabbatical leave will be determined by a faculty committee. The list of acceptable applications will be ordered in accordance with the queue.
- F. The following rules will apply:
 - 1. As a general rule, only one (1) sabbatical leave per instructional area may be granted for any one (1) quarter. When more than one (1) application in an area is made, precedence is given by order of eligibility.
 - 2. In the application for sabbatical leave, each member agrees to return to the institution upon the completion of the leave for a period of at least one (1) year's service--or must refund the amount received.
 - 3. Upon completion of sabbatical leave, the faculty member will submit a detailed report of the accomplishments and benefits resulting from the leave, pursuant to their professional development plan, no later than October 15 of the following school year. Copies of this report shall be distributed to the Sabbatical Leave Committee, Administration, Faculty, and the Board.
- G. Costs
 - 1. The College affirms its obligation to fully cover the replacement cost of each faculty member on sabbatical.
 - 2. Current replacement costs will be determined by the cost of part-time faculty members utilized to perform assignments made available as a result of the sabbatical leave, including other payroll expenses and related office hours as needed.

ARTICLE 20

REDUCTION IN FORCE

For the purposes of this Article, reduction in force means a layoff of personnel for other than disciplinary, performance related, or personal reasons. Whenever the College determines that a layoff may be necessary, but at least sixty (60) calendar days prior to its implementation, including any notification of employees, the College shall schedule a meeting with the Association to discuss possible alternative actions. The Administration shall provide the Association a written summary of the circumstances giving reason(s) for the layoff. The Administration shall give consideration to comments and recommendations made by the Association following this meeting, and will engage in further discussions as the President deems useful. The College shall schedule an additional meeting with the Association to discuss implementation procedures.

A. Layoff

Before laying off an employee, the College will attempt to place the faculty member in any open annually contracted position in the bargaining unit for which the employee is qualified. An employee transferred under this provision shall have no further recall rights under this Article. However, should the position be reinstated, the College will allow the individual to transfer back to the original position after all laid-off employees eligible for that position have rejected recall rights.

Employees shall be notified by the College about the proposed layoff. Affected employees may submit alternative proposals to the Vice President of Instruction and Student Services.

B. RIF Determination Process

1. The selection of employees to be laid off pursuant to the reduction in force shall be made from among the employees within the RIF Grid Unit(s) affected by the reduction in force and shall be made consistent with the educational priorities of such unit(s). Whenever possible, reduction in force shall be applied so as to protect full-time positions.
2. The order in which employees within the affected unit(s) are laid off shall take place as follows:
 - a. First, from among the less than half-time faculty in the affected RIF Grid Unit(s) before the half-time or more faculty are laid off;
 - b. Then, from among half-time or more faculty, temporary faculty in the affected RIF Grid Unit(s) are to be laid off before the probationary and regular faculty are laid off;
 - c. Lastly, from among the half-time or more probationary faculty in the affected RIF Grid Units before the half-time or more regular faculty are laid off.
3. The order of layoff within each category listed in Subsection 2 above, except non-bargaining unit faculty members, shall be by inverse order of length of continuous service from the first employment date recorded in the faculty member's first annual probationary contract (seniority). The order of layoff is subject to the requirement that

faculty remaining within each affected unit have the qualifications necessary to teach the remaining courses and/or perform the remaining duties.

- a. Persons who remain outside the bargaining unit for more than twenty-four (24) consecutive months shall relinquish all seniority rights and shall be terminated from the faculty bargaining unit.
 - b. An authorized leave of absence or layoff for up to two (2) years with or without salary shall not be deemed an interruption of continuous service for the purpose of continued accumulation of seniority.
4. In the event a decision is to be made between two (2) faculty who are equal in seniority, the decision of who shall be retained shall be made on the following basis:
- a. Earliest date of first payroll check as a faculty member with the College in either a full- or part-time capacity.
 - b. If the affected faculty remain tied in seniority after applying subparagraph a., then the decision shall be made by lot.
5. RIF Grid Units recognized for the purpose of implementing reduction in force shall include courses and/or activities grouped as follows:
- a. Skills Development
 - b. Library
 - c. Health Sciences
 - d. Art
 - e. Business
 - f. Communication and Theater Arts
 - g. Counseling
 - h. Science, Technology, Engineering, and Math (STEM)
 - i. Health, PE, and Athletics
 - j. Social Sciences
 - k. English and Journalism
 - l. Education, Human Services, and Criminal Justice
 - m. Technical Career Education
 - n. Music
 - o. World Languages
 - p. English as a Second Language
 - q. Horticulture
 - r. Connections with Business and Industry
 - s. Instructional Support and Professional Development
 - t. Wildland Fire
6. The College shall maintain a grid for each of the above listed units. Every three years, beginning October, 2018, and at the beginning of any RIF process the RIF Grids shall be updated. Those updates occurring on the three-year schedule will be completed by November 15 of that year. The RIF Grids shall be held and maintained by Human Resources, and new faculty will be added annually. Each grid shall set forth the following information:

- a. The names and seniority dates of all bargaining unit employees in each unit shall be listed in descending order of seniority across the top of the grid. An employee who works in more than one (1) listed unit shall be included in each unit if the assigned time in each unit equates to at least forty percent (40%) of the annual assigned workload. The determination on placement in the RIF Grid Units shall be based on the workload for the last contracted year worked except that people transferred to another unit for no more than one year will preserve placement in their former unit. New employees shall have their placement determined by current workload assignments. The faculty member will be listed in the RIF Grid Unit to which they report, as well as in any other RIF Grid Unit(s) for which they qualify under the 40% rule above.
- b. The courses and/or activities budgeted and/or provided within the listed RIF Grid Unit shall be displayed to the left of the grid in alphabetical and/or numerical order by department.
- c. Checks will be placed beside each course or activity beneath the name of each faculty member who meets the College qualifications required for the assignment shown.
- d. Human Resources shall provide a binder with all RIF Grids to the Association President no later than November 15 of each year of the three-year schedule. A copy of the grid prepared for each listed unit shall be available on the Human Resources website for review by any member of the bargaining unit.

Faculty initially hired on annual probationary contracts after the November 15 date, shall be placed on the grid in the aforementioned manner within thirty (30) days after beginning work.

- e. Faculty shall have thirty (30) working days from the date they receive the RIF Grid to initiate a grievance concerning seniority dates and/or qualifications. Human Resources shall be notified of all changes in qualifications once the grid has been developed. The final determination of employee qualifications shall be based upon the qualifications that the employees possess as of the posting date of the notification of layoff.
7. In the event a reduction in force becomes necessary, the College will use the following process to determine the order of layoff: The College shall display the courses and/or activities budgeted and/or provided within the affected RIF Grid Unit(s) to the left of the grid from top to bottom in descending order of priority by department. The determination of who is to be laid off will be made by moving through the appropriate grid from bottom to top and from right to left.
- a. Faculty with greater seniority will be retained over less senior faculty provided that they have the qualifications determined to be necessary to perform the remaining duties.
 - b. A checked box will signify that a person meets the College qualifications required for assignment to the course or activity listed to the left of the grid.

8. Except in the event of an unanticipated loss of a major source of revenue, the College shall provide the following notice of layoff:
 - a. For probationary faculty, at least three (3) months prior to the actual date of layoff.
 - b. For regular faculty, at least six (6) months prior to the actual date of layoff.

C. Recall

Laid-off bargaining unit employees shall have recall rights within the listed RIF Grid Unit(s) they were laid off from for a period of twenty-four (24) months from the first day of the month following the date the employee would have normally reported to work, which shall be the effective date of layoff. While on recall, laid off full-time faculty annually contracted employees shall be represented by the Association.

1. Recall shall be made in the order of seniority, provided the faculty member is qualified to perform the assignment(s) to which they are being recalled.
2. Recall rights shall include less than half-time (1/2) workload assignments which shall be paid from the part-time salary schedule. All classes and activities shall be offered to qualified members on recall status, prior to being offered to non-bargaining unit employees. Less than half-time workload assignments(s) shall not be construed as an interruption of layoff status. If classes and activities that make up an annual full-time load in the faculty members' previous program or department become available, the laid-off employee shall be moved off recall and back to full-time annually contracted status.
3. Recall notice shall be mailed by certified letter to the last mailing address recorded with the College.
4. Faculty on recall shall have the obligation to advise the Human Resources Office of address changes or changes in qualifications.
5. A recall notice must be answered within thirty (30) calendar days of certification. The response must be by certified mail to the Human Resources Office.
6. Laid-off bargaining unit employees may reject a recall notice without forfeiting recall rights.
7. Laid-off bargaining unit employees shall be notified of all annually contracted half-time or more administrative and faculty job openings. Notification shall be sent by regular mail to the last mailing address recorded with the College.
8. Faculty laid off from the College shall be considered as internal candidates for any annually contracted half-time or more open position in the bargaining unit for which they qualify. Consideration as an internal candidate provides for an interview of that candidate prior to consideration of external applicants. However, if the internal candidate is equally or better qualified than all other candidates, both internal and external, then the internal candidate will be hired.
9. Laid-off employees shall have the right, at their own expense, to continue to participate

at the group rate in employee medical, dental, life, and long-term disability programs; subject to the approval of the carrier(s).

10. Laid-off employees and their spouse/domestic partner and dependents shall have tuition waived for classes at the College while on recall.
11. Laid-off employees who find it necessary to terminate from the Public Employees Retirement System during their twenty-four (24) month recall period do not forfeit their rights under this article.
12. Employees laid off for more than twenty-four (24) continuous months from the effective date of layoff shall relinquish all recall rights.

D. Miscellaneous

1. The determination of the necessity for a reduction in force and the determination of how courses and activities are to be prioritized within a given RIF Grid Unit are matters reserved exclusively for the College and as such are not grievable. Other issues arising under this Article are subject to challenge under the terms prescribed in Article 14 of this Agreement.
2. The College will have the sole right to determine and evaluate the relative qualifications of candidates for positions outside their own affected unit(s) and select the best qualified candidate.

ARTICLE 21

TUITION WAIVER

Tuition at Clackamas Community College for all Clackamas Community College sponsored classes will be waived for any full-time member or retired member of the bargaining unit and for member's or retired member's spouse, domestic partner (person living with employee in a spousal-equivalent relationship), and dependents.

ARTICLE 22

PROFESSIONAL DEVELOPMENT

- A. It is recognized by the Board that attendance at professional meetings, participation in instruction-related activities, or enrollment in appropriate courses and/or workshops makes an employee a more learned and valuable member of the faculty.
- B. Effective July 1, 2016 the Board will allocate \$850 per year per employee for professional development, to attend such meetings, to participate in such activities, and/or for tuition, travel, and fees incurred in enrolling and attending courses at other institutions. The expenditure of such funds shall be made at the discretion of each employee with the approval of the appropriate administrator. Any disapproval shall be for good cause. Unused or unspent funds shall accumulate for a period of up to three (3) years.
- C. For professional development involving exceptional expenses, the Board will allocate \$40,000 per year:

These funds will be allocated and expended in accordance with the rules developed by a faculty committee in conjunction with the Human Resources Office. Allocations are to be used for exceptional expenses for professional development as outlined above.

ARTICLE 23

SCOPE AND EFFECT

A. Waiver of Further Bargaining

Both parties agree that during the course of negotiation which resulted in the execution of this Agreement, each party had the unlimited opportunity of making proposals, assessing proposals, and analyzing positions. The parties further assert that all obligations and benefits contained in this Agreement are the result of voluntary agreement.

B. Merger

This document contains the full and complete Agreement reached on issues considered during negotiations. No amendment or supplement to this Agreement shall be deemed effective unless it is reduced to writing and signed by the parties to this Agreement.

C. Compliance between Individual Contract and Agreement

Any individual contract between the Board and an individual instructor heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

D. Printing Agreement

Copies of this Agreement shall be printed at the expense of the College after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all instructors now employed, hereafter employed, or considered for employment by the Board. An additional twenty-five (25) copies of this Agreement will be given to the President of the Association.

E. Funding

The parties recognize that revenue needed to fund the compensation provided by this Agreement must be approved by established procedures. All such compensation is, therefore, contingent upon sources of revenue.

F. Contract Maintenance

Informal meetings will be held as needed with the Association leadership, including the Association President, management representatives, and the Human Resources Dean to discuss issues, application, and maintenance of the contract. Any modifications to the contract will be mutually agreed to by the Association and the College in a Memorandum of Agreement.

ARTICLE 24

NO STRIKES OR LOCKOUTS

- A. The Association agrees that there will be no strike which shall include any strike action, work stoppage, work slowdown, boycott, failure to report for duty, picketing, willful absence from work, or absence in whole or in part from the full, faithful or proper performance of duty, or other concerted action) engaged in, authorized by, or approved by the Association or its members during the term of this Agreement.
- B. The Board agrees there shall be no lockout of employees during the term of this Agreement.
- C. Employees shall retain all rights under ORS 243.698.

ARTICLE 25

DURATION OF AGREEMENT

1. This Agreement shall be effective as of July 1, 2019, and shall continue in effect until June 30, 2022.
2. The parties agree to enter into collective bargaining to modify this Agreement no later than February 1 of the year this Agreement is due to expire.
3. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties, and no departure from any provision of this Agreement by either party, or by their officers, agents, or representatives, or by members of the bargaining unit, shall be construed to constitute a continuing waiver or the right to enforce such provision.

Kathryn Long

Kathryn Long, Chairperson
Faculty Bargaining Team

Yvonne Smith

Yvonne Smith
Faculty Bargaining Team

Frank P. Kilders

Frank Kilders
Faculty Bargaining Team

Casey Sims

Casey Sims
Faculty Bargaining Team

Dave Hunt

Dave Hunt
CCC Board of Education, Chairperson

David Plotkin

David Plotkin, Chairperson
Management Bargaining Team

Alissa Mahar

Digitally signed by Alissa Mahar
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College, ou=Alissa Mahar for Klamath Falls, email=alissa.mahar@ccc.edu, c=US
Date: 2020.03.27 16:28:40 -0700

Alissa Mahar
Management Bargaining Team

Vicki Hedges

Vicki Hedges
Management Bargaining Team

Sue Goff

Sue Goff
Management Bargaining Team

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