

COLLECTIVE BARGAINING AGREEMENT

between the

FLATHEAD VALLEY COMMUNITY COLLEGE

and the

FVCC EDUCATION ASSOCIATION

An affiliate of the MEA/NEA

Kalispell, Montana

July 1, 2016 through June 30, 2018

Table of Contents

1.000	PREAMBLE.....	1
2.000	RECOGNITION AND UNIT DEFINITION.....	1
3.000	DEFINITIONS.....	1
4.000	NONDISCRIMINATION.....	2
5.000	ASSOCIATION RIGHTS.....	2
5.100	Association Business.....	2
5.200	Association Use of Facilities.....	2
5.300	Association Use of Bulletin Boards.....	2
5.400	Meeting Rooms.....	2
5.500	Association Use of Campus Mail.....	2
5.600	Information and Data.....	2
6.000	MANAGEMENT RIGHTS.....	2
7.000	PROFESSIONAL DUES, FEES, PAYROLL DEDUCTIONS.....	3
7.100	Dues Deduction Authorized.....	3
7.200	Agency Shop.....	3
7.300	Notification and Transmittal of Monies.....	3
7.400	Hold Harmless.....	3
7.500	Payroll Deductions.....	4
8.000	RIGHTS OF MEMBERS.....	4
8.100	Personal Life.....	4
8.200	Personnel File.....	4
8.300	Uniform Application of Rules.....	4
9.000	LEAVES.....	4
9.100	Leaves of Absence.....	4
9.200	Sabbatical Leaves.....	5
9.300	Sick Leave.....	7
9.400	Personal Leave.....	7
9.500	Special Assignment Leave.....	8
9.600	Incapacity.....	8
9.700	Bereavement.....	8
9.800	Sick Leave Bank.....	8
10.000	ACADEMIC FREEDOM AND RESPONSIBILITIES.....	9
10.100	Academic Freedom.....	9
10.200	Academic Responsibility.....	9

10.300 Contract Year Obligations.....	10
10.400 Class and Course Assignment.....	10
10.500 Workload and Overload Pay.....	11
10.600 Division Chairperson.....	13
10.700 Department Chairpersons.....	14
11.000 EVALUATION OF MEMBERS.....	14
12.000 PROBATIONARY AND TENURED APPOINTMENTS.....	15
12.100 Rights of Probationary Appointees.....	15
12.200 Tenure.....	16
13.000 DISCIPLINE AND DISCONTINUANCE OF EMPLOYMENT.....	18
13.100 Causes for Discharge and Discipline.....	18
13.200 Discipline.....	19
13.300 Suspension.....	19
13.400 Sanctions.....	19
13.500 Representation and Notice.....	19
14.000 PROHIBITED ACTIVITIES.....	20
14.100 Conflicts of Interest.....	20
14.200 Non-College Sponsored Professional Services.....	20
14.300 Activities Requiring Disclosure.....	20
14.400 Copyright Policy.....	20
14.500 Research Conclusions.....	21
15.000 TRAVEL POLICY.....	21
16.000 RETRENCHMENT.....	21
17.000 GRIEVANCE AND ARBITRATION.....	23
17.100 Resorting to Other Procedures.....	23
17.110 Definitions.....	23
17.120 Rights to Representation.....	23
17.130 Individual Rights.....	23
17.140 Informal Process.....	24
17.150 Formal Process.....	24
17.200 Arbitration.....	25
17.210 Arbitration Costs.....	25
17.220 Jurisdiction of the Arbitrator.....	25
17.300 Exceptions to Time Limit.....	25
17.400 No Reprisals.....	25

17.500 Cooperation	26
17.600 Notice	26
18.000 PROFESSIONAL COMPENSATION	26
18.100 Salary Schedule	26
18.200 Initial Placement.....	26
18.300 Recognition of Teaching Experience	26
18.400 Recognition for Additional Preparation	26
18.500 Pay Periods	27
18.600 Special Courses	27
18.700 Development of Distance Education Courses.....	28
18.800 Teaching via Distance Education	29
19.000 FRINGE BENEFITS.....	29
19.100 Group Health and Life Benefits	29
19.200 Unemployment Insurance	29
19.300 Workers' Compensation.....	29
19.400 Retirement System	29
19.500 Tuition and Fees Waivers.....	30
20.000 MISCELLANEOUS PROVISIONS	30
20.100 Severability.....	30
20.200 Individual Employment Contracts	30
20.300 Resignations	30
20.400 Changes in Agreement	30
20.500 Waivers.....	31
20.600 Distribution of Contract	31
20.700 Temporary Personnel	31
20.800 Entire Agreement	31
21.000 WORK STOPPAGE	31
22.000 DURATION - RETROACTIVITY.....	31
APPENDIX A - Grievance Report Form.....	33
APPENDIX B – Pay Matrices	38
APPENDIX C – Seniority List	40
APPENDIX D – Placements.....	42

1.000 PREAMBLE

This Agreement is entered into by and between the Board of Trustees of Flathead Valley Community College, Kalispell, Montana, hereinafter referred to as the "Board", and the Flathead Valley Community College Education Association, affiliated with the Montana Education Association, hereinafter referred to as the "Association", and has as its goals the furtherance of quality education, the establishment of an equitable procedure for the resolution of grievances and a formal understanding with regard to salaries, hours, fringe benefits, and other conditions of employment.

2.000 RECOGNITION AND UNIT DEFINITION

The Board recognizes the Association as the sole and exclusive bargaining representative for collective bargaining purposes for all full-time faculty in the appropriate bargaining unit. The appropriate bargaining unit shall consist of all full-time teaching faculty, who are placed on the salary schedule and are on a minimum of 51% hard money (funds derived from state general funds and appropriations, local tax levies, tuition and fees), excluding the administration, e.g., President, Vice-President of Instruction and Student Services, Directors, librarian and nursing faculty.

3.000 DEFINITIONS

For the purposes of this Agreement:

- "Administration" shall mean the President and other appointed administrative officers of Flathead Valley Community College who are not members of the bargaining unit.
- "Association" means the Flathead Valley Community College Education Association (FVCCEA).
- "Board" shall mean the Board of Trustees of Flathead Valley Community College.
- "College" shall mean the institution, Flathead Valley Community College.
- "Contact Hour" shall mean 50 minutes
- "Days" shall mean college work days
- "Discharge" shall mean an action taken by the Board which terminates an employment relationship.
- "Employer" shall mean the Board of Trustees of Flathead Valley Community College.
- "Full time Equivalent Faculty" (FTEF) is the standardized reporting of faculty load and the normalized load in a semester.
- "Grievance" means a complaint alleging a violation, misapplication, or misinterpretation of a term or provision of this Agreement.
- "Grievant" means an identified Member or group of Members, or the Association only in cases where Association rights conferred by this Agreement have allegedly been violated.
- "Lecture Hour Equivalent" (LHE) shall be the means to calculate faculty load
- "Member" shall mean the individual members of the bargaining unit.
- "Non-Renewal" shall mean an act by the Board not to issue a contract for the ensuing school year to a probationary employee. A non-renewal does not constitute discharge.
- "Parties" shall mean the Board of Trustees of Flathead Valley Community College and the Flathead Valley Community College Education Association.
- "President" shall mean the permanent or acting President or permanent or acting Chief Executive (Administrative) Officer of Flathead Valley Community College or his/her designee.
- "Vice-President" shall mean the Vice-President of Instruction and Student Services.

4.000 NONDISCRIMINATION

The provisions of this Agreement shall be applied without regard to race, creed, color, national origin, religion, sex, physical disability, age, marital status, domicile, residence, or political beliefs.

5.000 ASSOCIATION RIGHTS

5.100 Association Business

The Association and its representatives may contact any Member at his/her work location. In exercising this privilege, the Association agrees that it will not disrupt the education process. Association officers shall be allowed to receive telephone messages concerning Association business during normal working hours, which messages shall be handled in the same manner as other incoming calls.

5.200 Association Use of Facilities

The Association shall have the right to use college facilities at reasonable times when such facilities are not otherwise in use. The Association shall reimburse the College for the actual cost of any materials or supplies utilized in connection with college facility use.

5.300 Association Use of Bulletin Boards

The Association shall furnish one (1) bulletin board which shall be placed near faculty mail boxes, and shall be used exclusively for Association posting and notices.

5.400 Meeting Rooms

The Association and its representatives shall have the right to use college meeting rooms which are unscheduled for other use during regular college business hours.

5.500 Association Use of Campus Mail

The Association shall be permitted to use college mailboxes for the distribution of Association communications to Members. Such material will be handled in the same manner as other intra-campus mail.

5.600 Information and Data

Upon written request by the Association, the Administration agrees to furnish, within a reasonable time, to the Association one (1) copy of: (1) the annual college budget, (4) an annual register of bargaining unit personnel, the Member's degrees earned, and current salaries. Neither the Administration nor the Association shall be required, without an effective written waiver, to provide the other party with information that is privileged, confidential, nor which would require the revelation of personal information of a private matter.

6.000 MANAGEMENT RIGHTS

As provided by Montana Statutes (MCA, 39-31-303), except as modified by this Agreement, the College shall have the prerogative to operate and manage its affairs in such areas as, but not limited to:

1. direct employees;
2. hire, promote, transfer, assign, and retain employees;
3. relieve employees from duties because of lack of work or funds or under conditions where continuation of such work be inefficient and nonproductive;

4. maintain the efficiency of college operations;
5. determine work methods, means, job classifications, and personnel by which college operations are to be conducted;
6. take whatever actions may be necessary to carry out the missions of the College in situations of emergency;
7. establish the methods and processes by which work is performed.

7.000 PROFESSIONAL DUES, FEES, PAYROLL DEDUCTIONS

7.100 Dues Deduction Authorized

The Administration agrees to deduct from the salaries of Association Members the dues for National Education Association, Montana Education Association, and Flathead Valley Community College Education Association as authorized by each Member and as provided by law. It also agrees to deduct from the salaries of those bargaining unit Members who have not joined the Association, the professional representation fees as authorized by each Member and provided by law. The Association President shall verify such authorizations to the Administration as stipulated in 7.3.

7.200 Agency Shop

Each Member shall be a member of the Association or shall contribute a professional representation fee in lieu thereof to the Association. All Members of the bargaining unit who are not members of the Association and who do not make application for membership within thirty (30) days after the execution hereof, shall as a condition of continued employment, pay to the Association a professional representation fee in an amount calculated in accordance with state and federal law. Newly-hired Members shall be allowed thirty (30) calendar days after employment in which to comply with this requirement. Any Member who fails to comply with this section shall be discharged by the College within seven (7) calendar days after receipt of certified written notice from the Association indicating nonpayment provided that the Association has complied with its legal obligations in assessing and collecting the representation fee.

7.300 Notification and Transmittal of Monies

Within 30 days following the receipt of written authorization of any member of the bargaining unit, the College shall deduct from the employee's pay the monthly amount of dues as certified by the Association and shall deliver the dues to the Association's designated representative. If authorized by the employee in writing, all remaining unpaid dues or fees shall be deducted from the final paycheck of a Member leaving the employment of the College before the end of the school year for any reason excepting death.

Said monies, together with records of any corrections, shall be transmitted to the appropriate officer of the FVCCEA on a monthly basis and no later than the twentieth (20th) day of the succeeding month.

7.400 Hold Harmless

The Association hereby agrees to indemnify and shall save and hold the College, Board, and Administration harmless against any and all claims, demands, suits, judgments, or other forms of liability, including court costs, and attorney fees, that shall arise out of or by reason of action taken or not taken by the College, Board, and Administration which College, Board, and Administrative action or non-action is in compliance with the provisions of 7.200 and in reliance on any list, letter, or certificates which have been furnished to the College, Board, and Administration pursuant to this Article; provided that the defense warrants any such claims, demands, suits, or other forms of liability shall be under the control of the Association and its attorneys. However, nothing in this section shall be interpreted to

preclude the College, Board, and Administration from participating in any legal proceedings challenging the application or interpretation of 7.200 through representatives of its own choosing and at its own expense.

7.500 Payroll Deductions

Upon submission of the appropriate authorization, the employer shall administer the following payroll deductions for items including, but not limited to up to two checking and/or two savings accounts, optional retirement plans; and other established deductions.

8.000 RIGHTS OF MEMBERS

8.100 Personal Life

The personal life of any Member is not an appropriate concern of the Board except in cases where the actions or conduct of the individual are contrary to the terms of this Agreement or where the Member's personal life interferes with the discharge of the Member's professional responsibilities.

8.200 Personnel File

Each Member shall have only one official personnel file, which shall be open to him/her, except for confidential correspondence connected with initial employment. This official personnel file shall be retained with the personnel files of other College employees. . The opportunity to rebut, comment on, and/or clarify an unfavorable item in the personnel file shall be guaranteed to the Member. Such rebuttal, commentary, and/or clarification shall be attached to the relevant item in the file. The personnel file shall contain any mandatory evaluation results. Each Member shall be notified of the nature and disposition of any additional material placed in the Member's file beyond the routine employee salary and benefit information. Copies of any item in his/her personnel file shall be provided to the Member upon request or no later than the next business day.

Each file shall contain an access record, which requires the individual accessing the file to sign, date and indicate the purpose for accessing the file. No anonymous material shall be placed in a personnel file.

Pre-tenure applications, evaluations and tenure track evaluation portfolios shall be securely maintained in Educational Services.

8.300 Uniform Application of Rules

All written rules and regulations promulgated by the Vice-President and/or the President governing Members' activities and conduct shall be interpreted and applied uniformly.

9.000 LEAVES

9.100 Leaves of Absence

A. Granting Leaves of Absence

1. Leaves of absence from Flathead Valley Community College may be granted for reasons such as health, study, travel, service in public office, military service, or service in the Peace Corps or similar organizations.
2. Requests for leaves of absence must be recommended by the Vice-President for approval by the President and by the Board.

B. Regulations

1. Leaves of absence shall be without pay.
2. Each leave of absence is granted for no longer than one (1) year.
3. Accumulated sick leave credits shall be retained while a Member is on leave of absence, but no additional sick leave credits shall accrue for the period of the leave.
4. Leaves of absence cannot be used as part of the time necessary to qualify for tenured status on the Flathead Valley Community College faculty.
5. Group Health/Life/Disability insurance coverage related to the position from which the leave is taken must be arranged through the Human Resources Office according to the policies established by the Board. The Member must pay the full premium during the leave of absence if continued coverage is desired. Following return from leave, eligibility for coverage of the Member who does not select continued coverage and the Member's dependents, shall be determined by the carrier.
6. A person who has been granted leave of absence must advise the President in writing by the first day of February if a contract for the following academic year is desired. Members who fail to notify the President shall forfeit all of his or her return rights.

C. Extensions of Leave of Absence

1. A leave of absence may be extended subject to the procedure noted in A.2 of this section.
2. Requests of extension of leaves of absence must be made in writing to the President by the first day of February.

9.200 Sabbatical Leaves

A. Eligibility

1. All full-time, tenured Members shall be eligible for sabbatical leave.
2. A Member who takes sabbatical leave under Leave Options 1, 2, or 3 shall not be eligible for another sabbatical under Leave Options 1, 2, or 3 until another six (6) years of sabbatical leave eligibility time have been accrued.
3. No more than one (1) Member shall be eligible for sabbatical leave under Leave Option 1 and no more than two (2) additional Members shall be eligible under Options 2 and 3 during one (1) year. If no Member elects Option 1, three (3) Members shall be eligible under Options 2 and 3.
4. For the purposes of computing eligibility time, this policy shall be retroactive from the time of its adoption to the time when the candidate for leave was first hired as a full-time employee.
5. Summer sabbatical leaves will be considered only in exceptional circumstances. Summer teaching time shall not be counted in computing eligibility time.
6. Sabbatical leave taken under Leave Options 1, or 2, shall reduce sabbatical leave eligibility time by six (6) years. Sabbatical leave taken under Leave Option 3 4 shall reduce sabbatical leave eligibility time by three (3) years.
7. The number of sabbatical leaves granted shall be limited by the availability of funds and programmatic needs of the College as determined by the Administration. The Administration recognizes the commitment for budgeting funds for the sabbatical leave program.

B. Sabbatical Leave Options

After the accrual of six (6) years of sabbatical leave eligibility time, two (2) options shall be available to candidate for leave:

1. One (1) full academic year at two-thirds (2/3) the current contract rate of pay.
2. One (1) semester, not including summer session, at the full current contract rate of pay. An additional option that is independent of the accrual of sabbatical leave eligibility time shall be available to the candidate for leave:
3. One (1) semester, not including summer semester, at two-thirds (2/3) the current contract rate of pay.

C. Salary Restrictions

1. The person on leave shall be paid on the current contract rate of pay in effect during the year in which leave is taken.
2. The person on leave shall accrue normal salary increments and other benefits, such as sick leave and retirement benefits, while on leave.
3. Sabbatical leave pay will be calculated on the Member's current contract rate of pay exclusive of overtime pay, supplemental pay or any other stipend. Members on sabbatical leave under this option may request additional, successive semesters of sabbatical leave at one-half the current pay.
4. The person on sabbatical leave shall not be eligible for teaching contracts or overloads during the leave

D. Post-Leave Employment Agreements

All sabbatical candidates shall sign a contract wherein they agree to the following:

1. The person taking leave will agree in writing to return to his/her position for a minimum of one academic year after his/her leave.
2. He/she will agree in writing that, should he/she not return to Flathead Valley Community College, he/she will repay the College the total amount of pay and benefits received while on leave, plus ten percent (10%) interest.
3. Flathead Valley Community College will agree in writing that the person taking leave will be returned to his/her former position.
4. The person who takes a leave will report in written form about his/her leave activities to said Vice-President. The person will be expected to present a summary of sabbatical leave activities at a subsequent meeting of the Board of Trustees.
5. The person who takes leave shall agree in writing that if he/she does not satisfactorily complete certain previously specified activities for the sabbatical leave, the person will repay the College the total amount of pay that he/she received during the sabbatical leave, plus ten percent (10%) interest. He/she shall provide written evidence to the Vice-President that certain previously specified activities of the sabbatical leave have been completed. Persons who fail to complete their sabbatical leave activities due to illness or injury shall be excused from repayment; provided that such failure is substantiated by the statement of a physician. The Vice-President shall decide if such activities have been satisfactorily completed. The decision of the Vice-President shall be grievable.

E. Procedures

1. The candidate for leave shall submit a proposal or plan to the Vice-President outlining the activities he/she will be involved in during the leave.
2. All requests for leave should generally be submitted by December 1st, or at least six (6) months before the leave begins.
3. A five-member committee composed of Members elected by the faculty will survey the candidate's proposal and make recommendations to the Vice-President by the last day of Fall semester. Late applications will be considered under special circumstances. The Vice-President shall then make recommendations to the President.

4. The President shall make recommendations to the Board for final disposition of all requests for leave.
5. The recommendation of the committee members, the Vice-President, and the President shall be recorded and transmitted on a standard form, and be available to the applicant for leave.
6. For purposes of this Agreement the current contract rate of pay means the rate of pay provided for the Member in the salary schedule without any additional premium pay, i.e., division chair stipend, overload compensation, etc. shall not be included in calculating a Member's sabbatical leave.

9.300 Sick Leave

- A. Each regularly employed, full-time Member shall be allowed a credit of ten (10) days each year during which no deduction of salary shall be made for absences due to personal illness or injury. Sick leave may be used for illness or injury of the employee, immediate family member (spouse/life partner, dependents, parents, grandparents, siblings, and the same relatives of the employee's spouse/life partner in like degree). Members shall not be entitled to paid sick leave until they have been continuously employed ninety (90) days. Members taking sick leave before it is earned or before they are eligible to take it shall be docked 1/165th of their annual salary for each day of leave taken. (The parties agree that 165 days fairly represents the average number of compensable days per academic year.) There shall be no limit as to accumulation of sick leave.
- B. Any illness, medical appointment or emergency which will necessitate use of sick leave shall be reported utilizing the designated method by the Employee to the Employer as soon as possible, and it shall be the responsibility of the Employee to assure proper reporting of the use of sick leave for record keeping purposes. The method of reporting sick leave usage shall be determined by the Employer and made known to staff.
- C. If possible, Employees shall notify their supervisor, or designee, in advance of a work shift if they are ill or have a medical appointment or emergency which will necessitate the use of sick leave. An Employee need not call in each day after the initial notification if they can provide a reasonable estimate of the expected length of the absence.
- D. Sick leave charges in excess of earned sick leave credits may be charged to available personal leave. Leave without pay must obtain prior approval from the President.
- E. Sick leave charges shall be recorded in increments of no less than one day.
- F. For the purposes of calculating termination pay for unused accumulated sick leave, a Member's daily rate of pay shall be taken as (1/165th) of the Member's current annual salary as listed in the salary schedule. Payment for a day of unused sick leave shall be made at 25% of the Member's daily rate of pay.

9.400 Personal Leave

Members are eligible to use up to three (3) personal leave days per year commencing with the first day upon which work is performed. This leave is intended to be used for situations of a personal nature which cannot reasonably be accommodated during non-working hours such as conducting personal business affairs.

Whenever possible and predictable, academic employees will give the Vice President or Education Services staff member at least one week's notice of intention to take personal leave. Members who exceed the three personal days leave will generally have their salary reduced at rate of (1/165th) their current salary per day. Unused personal leave days shall not accumulate from year to year nor be compensable.

9.500 Special Assignment Leave

Members who accept full-time administrative, professional or exempt assignments at the College will accrue regular faculty benefits and privileges for the first five years after which tenure status (if achieved) will be continued; however, the loss of other faculty benefits and privileges within this Agreement will result.

Tenured Members who take administrative, professional, or exempt positions will retain their tenure right to employment in a faculty position but longevity steps on the salary schedule will not accrue for time in those positions after the first year.

Probationary Members who take administrative, professional, or exempt positions may return to probationary faculty status; further credit toward tenure shall not accrue while serving in administrative, professional, or exempt positions. In addition, longevity steps on the salary schedule will not accrue for time in these positions after the first year.

9.600 Incapacity

The Employer will provide a Member who is unable to work due to illness, injury or disability with information about applying for available disability insurance, disability retirement or workers compensation benefits. Determination as to eligibility for benefits shall be the responsibility of the insurance carrier, the Teachers Retirement System, or Montana Department of Labor and Industry, Workers Compensation Division, and not the Employer.

A Member who is unable to work due to job-related injury and receives a medical release to return to work within two (2) years from the date of injury shall be given preference over other applicants for a comparable position that becomes vacant if the position is consistent with the Member's qualifications and abilities.

If the Member wishes to be considered for non-comparable positions, the Member must notify the Employer of his/her qualifications and capabilities and the positions for which he/she wishes to be considered. This notification should occur prior to a vacancy or job opening occurring for which the Member seeks consideration. The Employer shall seek to re-employ such Member, consistent with Board policy, in a position for which the Member is qualified and capable of performing.

9.700 Bereavement

Members are permitted a paid bereavement leave (not to be charged to sick leave) of five working days for death in the immediate family. For the purpose of this Agreement, immediate family shall mean spouse or life partner, parents, grandparents, siblings, children, Member's dependents, and the same relatives of the Member's spouse or life partner in like degree. So that the Administration may seek a replacement, if one is necessary, a request for bereavement leave shall be made to the Vice-President prior to taking such leave.

9.800 Sick Leave Bank

Employees may donate a yearly maximum of 5 days of their accrued sick leave credits to another regular employee. An employee may receive a yearly maximum of 30 days of donated sick leave credits. The employee donating must maintain a minimum balance of 5 days of sick leave, which they cannot donate.

Employees are eligible to receive donated credits if:

- they are eligible to receive sick leave
- they are not eligible for worker's compensation
- they have exhausted all of their sick and annual leave

Sick leave bank credits may be used for illness or injury of the employee, immediate family member (spouse or life partner, dependents, parents, grandparents, siblings, and the same relatives of the employee's spouse or life partner in like degree). Other individuals may be included with prior approval of the President. Employees must provide a physician's certificate to be considered eligible for the sick leave bank. Approval of eligibility for the sick leave bank shall be made by the President.

Sick leave credit donations shall be made in no less than half day increments; shall be donated within 20 working days after the recipient has exhausted their leave credits; and shall be used in the order in which they were donated. Any unused sick leave credits shall be returned to the donor(s) within ten working days after the recipient first returns to work. Donated sick leave credits may be used by the recipient on a retroactive basis, beginning the day after their annual and sick leave credits are exhausted. Employees wishing to request or donate sick leave credits should contact the Human Resources Office.

10.000 ACADEMIC FREEDOM AND RESPONSIBILITIES

10.100 Academic Freedom

The College has had a long tradition of, and a deep commitment to, academic freedom. The welfare and strength of the College and society at large depend upon the free search for truth and its free expression. To this end the College shall recognize and protect full freedom of inquiry, teaching, research, discussion, study, publication, and for artists, the creation and exhibition of works of art, without hindrance, restriction, equivocation, and/or Board or Administration reprisal. This right extends to other facets of campus life to include the right as a Member to speak on general education questions. The right of academic freedom shall be the right of every Member whether tenured or untenured.

The parties to this Agreement shall also recognize that each Member is a citizen, and a member of a learned profession as well as an employee of an educational institution. When he/she speaks or writes as a citizen, he/she shall be free from institutional censorship or discipline. When acting as a private citizen, the Member has an obligation to make it clear that he/she speaks, writes, and acts for himself/herself and is not acting as a representative of the College.

10.200 Academic Responsibility

The Board, the Administration, and the Association agree that accepting and assuming a faculty position at Flathead Valley Community College includes the following responsibilities:

- A. To maintain professional competence and keep personal knowledge current by continuous reading, research, etc.
- B. To perform fully and faithfully the duties of college faculty member, to-wit:
 1. To meet faithfully all assigned classes and to make alternative arrangements for the class when absence is unavoidable. Such arrangements shall be reported according to the designated method.

2. To be available on a regular basis to students for advising and counseling on matters regarding their classroom activities, through adherence to a schedule of regular office hours. Exceptions shall be reported to and approved by the Vice-President.
 3. To be available on a regular basis to students who have been identified as his or her advisees on matters pertaining to the student's entire curriculum and program of study through adherence to a schedule of regular office hours, consisting of a minimum of five (5) regularly scheduled office hours per week, and five (5) additional hours per week by appointment. Exceptions shall be reported to and approved by the Division Chairperson and the Vice President.
 4. To teach each class according to the highest professional standards.
 5. To evaluate students and/or award academic credit based on their academic performance professionally judged.
 6. To present the subject matter in the course as announced to the students and to teach within the guidelines of the course syllabus.
 7. To improve, update, enrich, and revise courses periodically to keep them current.
- C. To accept the responsibility to assist in the proper administration of college affairs. It is therefore to be expected that she/he will serve on committees, will attend commencement, and should render public service in the area of her/his professional competence.

10.300 Contract Year Obligations

The contract year shall begin with fall advising and/or in-service and end with the last day of finals week and receipt of spring semester grades. Member's obligation on an academic contract range from 162-168 days including non-teaching activities such as: advising, orientation activities, and in-service activities. Upon agreement between the Member and the Vice-President, non-teaching days may be exchanged for days outside contract year. The total contract year shall not exceed 168 days except in specifically designated circumstances determined by the Vice-President and based upon program requirements. These positions will be hired with extended contract requirements; however, for members currently working in these programs it will be upon mutual agreement.

Salary for an extended contract will be on a daily rate (academic year/165 days) based off his/her academic contract salary on January 15. Member's pay would be calculated on a daily basis and FTEF. Example: Member is teaching 12 lecture credits over a 10 week period. With a salary of \$50,000 this would be 0.80 FTEF and \$242.40 per day/\$12,120 total for the June-August classes.

It is presumed that Flathead Valley Community College has priority on the working time of a full-time Member. Members have an obligation to perform assigned academic duties as well as fulfill the responsibilities enumerated in 10.200.

Every day of the term of a Member's contract is a regular day of employment except those days for which there is legislative or Employer authorization to be absent from employment (e.g., scheduled breaks, holidays, plus the Friday after Thanksgiving, leave with or without pay, sabbatical, sick leave, bereavement, and weekends when not assigned or required for performance of the regular employment obligations).

10.400 Class and Course Assignment

Teaching assignments shall be based primarily on a consideration of the needs of students, and then on the continued necessity for revitalization and improvement of the instructional program, academic qualifications and expertise, and faculty preference. The teaching assignment of a faculty Member shall

be made in accordance with the qualifications established by the Montana Board of Regents. . Teaching assignments shall not be made arbitrarily, capriciously, or with the intent or effect of discriminating against any faculty Member.

Members of the bargaining unit shall submit their specific teaching recommendations for regular full-time, overload, and for summer session teaching according to direction from the Vice-President. Changes to a Member's recommended teaching assignment may be made by the Vice-President, after consultation with the faculty Member and the Division Chairperson, recognizing the concerns of the preceding paragraph and in the interest of arriving at the best solution for all concerned.

Members may express their desire to teach appropriate added classes for overload status; however, it is the Member's sole responsibility to make those preferences known to the Vice-President through the Division Chairperson in a timely manner. The Vice-President shall make the final decision on all class and course assignments.

The Vice-President may not make out-of-district class or course assignments without the consent of the Member. The Administration will be fair and equitable in the assignment of night classes and classes offered in the outlying areas.

Release time may be granted to Members for substantial program development, committee work, etc., upon agreement among the Vice-President and the faculty Member

10.410 Summer Schedule

Administration will determine a preliminary summer course schedule annually by mid-January of the current academic year. Any faculty member requested by the Vice-President to teach one of these courses will be paid on a .4 (40%) prorated LHE basis of his/her academic contract salary on January 15. Example: 3 credit lecture class = 0.2 FTEF. 40% proration = .08FTEF. Member's annual salary is \$50,000 or \$25,000 per FTEF results in pay for this course of $0.08 * \$25,000 = \$2,000$. This does not apply to extended programs required to run in the summer for consecutive semesters. Extended programs are paid under Article 10.3.

Members may propose summer session classes up to February 15 annually. The Vice-President shall make the final decision on summer class and course assignments in consultation with Division Chairpersons.

Flathead County faculty will not be assigned to teach in another county, nor will Lincoln County faculty be assigned to teach in another county without the consent of the Member. It is recognized that the local base of the Member is the Kalispell campus for Flathead County and the Libby Campus for Lincoln County. Mileage to and from class locations other than the Kalispell campus and the Libby campus will be reimbursed at the mileage rate as shown by Board policy.

10.500 Workload and Overload Pay

Each academic year, full time faculty are expected to carry a full load defined as 2 FTEF, or 1 FTEF per semester. This section defines the terms and explains how to calculate the load. Calculation of load is based on the amount of time engaged with students in semester credit hour earning activity during the entire semester. Load calculation always ends in units of FTEF/semester. Workloads and overload pay are calculated using the following definitions.

- CH = Contact hour, time faculty is engaged with students in credit earning activity.

15 semester lecture CH = 1 credit hour (15:1)

30 semester lab CH = 1 credit hour (30:1)

45 semester clinical CH = 1 credit hour (45:1)

- LHE = Lecture Hour Equivalent. LHE is a weighting of the contact hour CH. It standardizes the number of lecture, lab, clinical and technical assisting hours performed by faculty. The course profile determines the CH for each class in each category. Converting CH to LHE accounts for the weighting of different categories.
- FTEF = Full Time Equivalent Faculty. This is a standardized reporting of faculty load. It is the normalized load in a semester.
- Overload refers to any work load over 1.0 FTEF. Overload pay is based on an LHE rate of \$38.33/LHE.

Conversion Factors

	1 SEM = 15 Weeks	Weeks to semesters
	1 CH = 50 min	Contact hour to minutes
Lecture (15:1)	1 CH = 1 LHE	
Lab (30:1)	1 CH = .75 LHE	
Clinical (45:1)	1 CH = .5 LHE	
Technical Assistance	1 CH = .375 LHE	
	1 FTEF = 225 LHE	LHE total to FTEF for one semester

To calculate load:

- For each class assigned:
 - determine the total Contact hours from the course profile.
 - convert CH to LHE according to table 1.
 - Sum all categories and divide by $\left(225 \frac{LHE}{FTEF}\right)$ which is a full load in one semester.
- With each assigned course in units of $\frac{FTEF}{SEM}$, total load is the sum of the courses.
- Calculate overload

Example:

Class X: Semester requirements from the course profile for Class X are 15 CH of lecture and 60 CH of lab.

$$\left(\left(15 \frac{CH}{SEM} \times 1 \frac{LHE}{CH} \right) + \left(60 \frac{CH}{SEM} \times 0.75 \frac{LHE}{CH} \right) \right) \times \frac{1 FTEF}{225 LHE} = 0.267 \frac{FTEF}{SEM}$$

In simplified terms, this is the same as:

$$\frac{(15 \times 1) + (60 \times 0.75)}{225} = 0.267 \frac{FTEF}{SEM}$$

Class W: Semester requirement from the course profile is 30 CH of lecture.

$$\frac{(30 \times 1)}{225} = 0.133 \frac{FTEF}{SEM}$$

Clinical Y: Semester requirement from the course profile is 90 CH of clinical.

$$\frac{(90 \times 0.50)}{225} = 0.2 \frac{FTEF}{SEM}$$

Summing for load: Professor Z teaches 3 sections of class X, two sections of class W and runs 1 section of Clinical Y. Thus Professor Z's load is,

$$(3 \times 0.267) + (2 \times 0.133) + (1 \times 0.2) = 1.267 \frac{FTEF}{SEM}$$

Calculating Overload Pay: Professor Z has an overload of 0.267FTEF so s/he will be paid

$$0.267 \frac{FTEF}{SEM} \times 225 \frac{LHE}{FTEF} \times 38.33 \frac{\$}{LHE} = \frac{\$2,302.67}{SEM}$$

By mutual agreement of the Member and the Vice-President, the above full-time teaching load guidelines may be exceeded. The mutually agreed to overload classes are those taught beyond the previously established full-time annual teaching load. Should previously established full-time teaching load classes have to be cancelled, the identified overload classes will then be used by the Vice-President in calculating a full teaching workload. The Member will be paid for an overload on the current Lecture Hour Equivalent (LHE) rate and/or upon mutual agreement, on a time basis (reduction in teaching assignment in the subsequent semester).

Overload refers to any workload during the contract year over 2.0 Full Time Equivalent Faculty (FTEF). Overload per semester is 1.0 FTEF. The Vice-President will provide a statement of overload/underload status to each Member shortly after the conclusion of registration for each semester. If an overload status is indicated, the Member will have the option of either receiving salary payment for the overload in that semester in accordance with the provisions of this agreement or may defer payment pending determination of overload/underload status in the subsequent semester.

In the event that an underload status occurs in Fall Semester, additional teaching assignments or work assignments consistent with the traditions of higher education may be made by the Vice-President in the Spring Semester to bring the workload to a full-time level. Overload status in the Fall Semester for which payment has not yet been made may be utilized to eliminate underload status in the Spring Semester. In the event that an underload status occurs in Spring Semester, additional teaching assignments or work assignments consistent with the traditions of higher education to bring the workload to a full-time level shall be made by the Vice-President in that semester.

10.600 Division Chairperson

A. Election

The Division Chairperson is elected by the division members for a term of up to three (3) years. The term is renewable annually each year of the three-year term with the consensus of the Division Chairperson, the division represented and the Vice-President.

B. Duties

Duties of the Division Chairperson shall include, but are not limited to, the following:

1. Make yearly and biennial budget recommendations to the Vice-President.
2. Have responsibility and authority for spending the divisional budget allocations.
3. Make recommendations to the Vice-President for full-time and part-time class assignments for faculty.
4. Make recommendations to the Vice-President for courses to be offered in the division each semester.
5. Meet regularly with the Members of the division concerning divisional governance and other divisional matters including, but not restricted to those above.

6. Assume as one of her/his major responsibilities the task of developing the division recommendations for updating and upgrading curriculum, materials, equipment, and facilities necessary to support the curriculum.
7. Serve as the first line of appeal for issues concerning the division.
8. Make recommendations to the Vice-President on the hiring of full-time and part-time faculty within their respective division as assigned by the Vice-President.
9. Establish and maintain active advisory committees where appropriate.
10. Serve on the Curriculum Committee
11. Serve on the Division Chair Committee.
12. Perform other related responsibilities as assigned by the Vice-President.

C. Evaluation

An annual evaluation of each Division Chairperson in his/her administrative role will be conducted by the Vice-President in consultation with division members and other appropriate persons. Review will focus on the Division Chairperson's leadership in meeting the goals of the division and fulfilling the duties as outlined above. In the event of an unsatisfactory evaluation, Division Chairperson may be removed from his or her position by the Vice-President.

D. Compensation

The Division Chairperson carrying out the responsibilities listed above shall be granted 6 credits release time plus \$2500 stipend per semester. Total credits taught by Division Chairpersons shall not exceed 12 credits per semester.

10.700 Department Chairpersons

Department Chairpersons will be recognized in each of the following areas:

1. Art
2. Science
3. Math
4. English & Languages
5. Performing Arts (Theatre, Communications, Music & Dance)

The Department Chairperson will be appointed by the Vice-President in consultation with the Division Chair. The Department Chairperson shall be responsible to assist the respective Division Chair and the Vice President or designee with scheduling of classes and other program-related duties as assigned. An annual evaluation of each Department Chairperson in his/her administrative role will be conducted by the Vice-President in consultation with department members and other appropriate persons. Review will focus on the Department Chairperson's leadership in meeting the goals of the department and fulfilling the duties as outlined above. In the event of an unsatisfactory evaluation, the Department Chairperson may be removed from his or her position by the Vice-President. Department Chairs shall be granted compensation of 3 credit hours of release time per semester.

11.000 EVALUATION OF MEMBERS

- A. The Vice-President or his/her designee is responsible for evaluating all Members and making recommendations to the President on matters of retention, tenure (See Section 12.200), and salary adjustments.
- B. The College and Association agree to implement an evaluation process for pre- and post-tenured faculty that is developed jointly and mutually agreed upon. The evaluation process will be developed by the Vice-President and the Faculty Personnel Committee.

- C. Faculty Personnel Committee
The Faculty Personnel Committee is a standing committee of the College. Its function and purpose is to assist with improvement of instruction. A variety of teaching styles and techniques shall be recognized and encouraged. Upgrading of the Member should be accomplished by a continuing program of in-service education and development of individual programs of improvement.
- D. Composition of the Faculty Personnel Committee
 - 1. The Committee will be made up of at least five (5) members elected by the Association at large.
 - 2. Terms of office will be three (3) years and terms will be staggered.
 - 3. If a vacancy occurs it will be filled by election, and the new member will serve the remainder of the former member's term.
 - 4. The Association President may appoint temporary members if needed.
- E. Evaluation Process and Frequency
 - 1. Post-Tenure Faculty will be evaluated in accordance with the Post-Tenure Faculty Evaluation Process (see Section 11.000 B)
 - 2. The Faculty Personnel Committee will establish a five (5) year rotational schedule for the evaluation of Post-Tenure Members.
 - 3. Pre-Tenure Faculty will be evaluated in accordance with the Pre-Tenure Faculty Evaluation Process (see Section 11.000 B)
 - 4. A Member may request, or the Vice-President may conduct, an evaluation at any time with prior notice and at a reasonable and mutually agreed upon time for periodic feedback
- F. Conferences for Members
 - 1. The Faculty Personnel Committee will meet in conference with the Member if, and only if, a formal request to do so is made by one of the following: The Faculty Personnel Committee, the Vice-President, the Division Chairperson or the Member.
 - a. At the conclusion of the conference between the Faculty Personnel Committee and the Member, the Committee will place a written summary of the conference in the Member's Personnel Committee file. This summary may contain suggestions for ways the Member might improve his/her performance.
 - b. A copy of all recommendations by the Faculty Personnel Committee signed by assenting members will be submitted to the Vice-President, the Division Chairperson, and the Member.

12.000 PROBATIONARY AND TENURED APPOINTMENTS

12.100 Rights of Probationary Appointees

- A. For the purposes of this section, the term "probationary" shall mean non-tenured status. For the purposes of this section, the term "appointment" shall mean the execution by the College and the Member of an individual employment contract as provided for in Section 20.200.
- B. Rights to serve term: A probationary appointee has the right to serve the specified term of the appointment and may not be discharged without cause during that term.
- C. Procedural protection: A probationary appointee discharged for cause prior to the end of the specified term of the appointment shall be entitled to the same procedural protections afforded all Members discharged for cause as provided in this Agreement.
- D. Reappointment: Reappointment of probationary appointees shall be at the discretion of the College. A probationary appointee has no right to reappointment; however, probationary appointment shall automatically be renewed at the end of the specified term in the absence of a written notice of non-renewal signed by the President.
- E. Notice of non-renewal: See 12.200.

12.200 Tenure

Section I. General Regulations Concerning Tenure

- A. The parties negotiated these contractual tenure provisions with the understanding that statutory tenure provisions are not applicable to community colleges. In the event that the courts determine that statutory tenure provisions do apply to community colleges, these contractual provisions shall be subject to renegotiations as set forth in Section 20.100 of the master agreement.
- B. Tenure is for the purpose of assuring academic freedom and providing job protection for faculty. Tenured faculty may not be terminated except for just cause.
- C. The granting of tenure must not be solely a reward for services performed during the probationary years but should be an expression of confidence that a faculty member is and will continue to be an excellent teacher, that is, teaching according to the highest professional standards, and is a valued colleague, an active member of the College, the community, and his/her profession. Tenure shall not be acquired automatically by length of service or as a consequence of errors or omissions on the part of the Employer. Tenure may only be granted by specific action of the Board of Trustees after receipt of recommendations as set forth in this agreement.
- D. Tenure rights and credit towards seniority apply only to the campus location where the faculty member is employed. Tenure is not transferable between campus locations, i.e., between the main campus and the LCC campus. Members with tenure at one campus are not eligible to bump Members on another campus in the event of layoff. Credit towards eligibility for tenure is also nontransferable between campus locations. However, if an employee with tenure applies for and is granted a transfer to another campus location, such employee may transfer his/her tenure and seniority to the other campus with the express written authorization of the college President, the Vice-President of Instruction and Student Services, and the Association President.
- E. The tenure provision outlined herein shall be applicable only to faculty commencing employment in the 1991-92 and subsequent academic years. Faculty employed prior to 1991-92 shall receive tenure in accordance with the provision included in the 1989-91 agreement.

Section II. Tenure Criteria

- A. Since the primary mission of the College is teaching, faculty with instruction responsibilities must demonstrate excellent teaching. Excellent teaching encompasses mastery of the academic responsibilities set forth in Section 10.200. Documentation of excellent classroom teaching includes but is not limited to student evaluations, peer evaluations, self-evaluations and administrative evaluations. Faculty must also show significant strength in at least one of the areas listed below in order to be awarded tenure.
 - 1. Service to the College: Demonstration of service to the College may include, but is not limited to, contributions to instructional programs; grant writing; student advising and contributions in student activities, and service on college committees.
 - 2. Service to the Community: Demonstration of service to the Community may include, but is not limited to, speaking engagements, serving on or advising boards, agencies, and public committees, and other public professional service appropriate to a faculty member's discipline or professional interests. Faculty members should demonstrate the appropriateness of their contributions in relation to their discipline and the mission of the College.

3. Professional Activities and Contributions: Professional activities and contributions may include, but are not limited to, presentations; scholarly writings and publications; research; participation in professional societies; and artistic performance and creativity.
- B. It may be appropriate to consider factual information which was not included in the application for tenure submitted by the faculty member such as: trends in student enrollment, harmonious working relationships and professional integrity.

Section III. Tenure Eligibility and Procedures

- A. The responsibility for submitting a letter of application for tenure and for adequately documenting the application rests with the individual faculty member. Failure by the faculty member to adequately document his/her achievements and readiness for tenure shall result in a negative recommendation. The reviewers may request the faculty member to provide additional support for his/her application. Such information must be provided within five working days. Upon agreement between the Vice President of Instruction and Student Services, the Division Chair, the Tenure Review Committee and the Pre-Tenure Faculty member, an extension may be granted.
- B. Faculty are eligible to apply for tenure after three consecutive years of full-time employment in a bargaining unit position. The faculty member shall submit two identical applications for tenure to the Vice-President of Instruction and Student Services and Tenure Review Committee Chair no later than September 15 following the third academic year. In the event an eligible faculty member does not submit an application for tenure, the faculty member will receive notification of non-renewal for a fifth academic year no later than October 1 of the fourth academic year.
- C. A Tenure Review Committee shall be formed in the spring semester of each academic year which shall consist of three tenured faculty elected by the bargaining unit. The Tenure Review Committee shall monitor and provide feedback consistent with the current Pre-Tenure Faculty Evaluation Process. During final review and recommendation forward of an applicant, the division chair of the applicant's division shall sit as an ex-officio member of the Tenure Review Committee. Upon receipt of the tenure application and portfolio, in accordance with the pre-tenure faculty evaluation process, The Tenure Review Committee will prepare a written recommendation including reasons for each eligible applicant and shall forward its recommendation to the Vice-President, with a copy to the applicant, by October 15. The Vice-President shall prepare a written recommendation and shall forward it, along with the Committee's recommendation to the President, with a copy to the applicant, by November 1. The President shall provide each applicant with a written recommendation by November 15, with a copy to the Vice-President, and to the members of the Tenure Review Committee. In the event the Tenure Review Committee does not forward a recommendation to the Vice-President by October 15, the Vice-President shall still prepare his/her own recommendation and forward it to the President with a copy to the applicant by November 1. The President's recommendation shall constitute the final recommendation to the Board of Trustees regarding tenure. These timelines can be extended by mutual agreement of the President and the Tenure Review Committee. The Board will act on tenure recommendations at its November meeting unless the Association and the Administration mutually agree to a postponement of action by the Board.
- D. The timeline for faculty who begin their tenure track service mid-year shall be as follows:
 Vice-President notification of eligibility -- May 15 of third year
 Due date of Member tenure application -- February 1 following third year
 Notification of non-renewal for those who do not apply for tenure -- February 1 during fourth year
 Recommendation from Tenure Review Committee to Vice-President -- March 1
 Vice-President's recommendation to the President -- March 15
 President's recommendation to the applicant -- April 1

Section IV. Tenure Appeals Procedure

- A. In the event the Administration fails to act or the Board denies tenure, an applicant for tenure may file a formal appeal. The appeal must be filed in writing with the President within five working days following the Board's action to deny tenure or the Administration's failure to act. The written appeal must state the grounds for appeal and must name one employee selected by the applicant to serve on the Appeals Committee. Upon receipt of such an appeal, the President shall appoint one employee to serve on the Appeals Committee. The appeals committee members may not be the Vice-President, the President, or members of the Tenure Review Committee. These two appointees will agree upon a third employee who will serve as the chair of the committee within five (5) working days of filing the appeal. If they cannot agree upon a third member, each side will submit three (3) names; one of which will be drawn by lot to serve as the chair.
- B. The Appeals Committee shall conduct an investigation of the matter and shall have the right to have any party involved in the process to appear before it as a witness. Any party involved in the process has a right to request an appearance before the Committee. The Committee's proceedings shall be informal with neither side being represented by counsel or cross examining witnesses. Other procedural issues shall be determined by the Committee.
- C. The Appeals Committee will report its conclusions to the President and the appellant within thirty (30) calendar days of its appointment. The decision of the Committee must be based on whether or not the tenure review was conducted according to the terms as set forth in the Collective Bargaining Agreement. The Committee has no authority to substitute its judgment for that of decision makers or to grant tenure. In the event the committee determines the process was flawed, it may require that another tenure review be conducted. The appellant may be issued an additional one year contract as a probationary employee in order to provide an opportunity for a new tenure review. The decision of the Appeals Committee is final and binding and tenure decisions are not subject to the grievance procedure included in Article 17.000.

Section V. Notice of Non-Renewal

- A. Written notice of non-renewal of a probationary appointment shall be provided by March 1 in the first and second years of employment and by December 1 in the third and fourth years of employment. The Employer has the option of providing pay in lieu of the required notice. Termination pay is equivalent to the salary the employee would have received if allowed to serve out the contract year plus any other payments prescribed by statute or this contract.
- B. For those Members whose contract begins mid-year, notice of non-renewal shall be provided by October 1 for the first and second years of employment and by May 15 for the third and fourth years of employment.

13.000 DISCIPLINE AND DISCONTINUANCE OF EMPLOYMENT

13.100 Causes for Discharge and Discipline

No Member shall be disciplined or discharged without just cause. Just cause for discipline or discharge shall include, but not be limited to, the following:

- A. Conviction of a felony or of a crime involving moral turpitude during the period of employment at the institution or the willful concealment of such crime in making application for employment.
- B. Fraud or misrepresentation of professional preparation, accomplishments, or experience in connection with initial hiring or in the submission of materials for evaluation for tenure or salary adjustment purposes.
- C. Failure to carry out the responsibilities of a Member as defined in Section 10.200.
- D. Theft of or deliberate damage to campus property or the property of a member of the campus community or campus visitor.
- E. Forgery or fraudulent alteration of college records or documents.
- F. Violation of the conflict of interest provision of this Agreement (Section 14.100, 14.200, and 14.300).
- G. Plagiarism or falsification of any citations of sources in any professional paper, writing, or report communicated to others who may rely thereon.
- H. Exploitation of students for private advantage
- I. Abuse of sick leave or intentional violation of travel regulation.

13.200 Discipline

Both parties to this Agreement recognize and affirm the importance of counseling and the principle of corrective discipline. Prior to initiating formal disciplinary action, administrators are encouraged to resolve matters of discipline informally; provided, however, such informal action shall not be construed to be part of the disciplinary procedure contained in this section and shall not restrict the right of administrators to consult with or otherwise counsel Members regarding their conduct or to initiate disciplinary action.

13.300 Suspension

The President may place any Member on suspension with pay, or reassign an Instructor to other duties in the event it would be, in the judgment of the President, in the best interest of the College, the students served by the Member, or the Member himself or herself or the President may suspend the individual from performance of assigned duties pending the outcome of any criminal, disciplinary, or discharge proceedings, or resolution of a pertinent personnel or personal problem.

13.400 Sanctions

Any Member may be subject to disciplinary sanctions. The disciplinary sanction shall be appropriate to the infraction. Warning letters and formal reprimands shall become part of the Member's personnel file and may be used in conjunction with subsequent personnel considerations; however, such correspondence shall be purged from the personnel file after three (3) years if the problem has been corrected.

13.500 Representation and Notice

A Member shall be entitled to have present a representative of the Association during any appearance before the Board or its agents concerning any formal disciplinary action. A Member shall be given prior written notice of reason for such a meeting or interview and shall be advised of the right to representation under this provision.

14.000 PROHIBITED ACTIVITIES

14.100 Conflicts of Interest

No Member may undertake consulting or professional practice assignments which would result in a conflict of interest with his/her assigned college duties.

A Member may not assist any person for a fee or other compensation in obtaining a contract, claim, license, or other economic benefit from Flathead Valley Community College.

A Member may not perform an official act for the College which directly and substantially benefits a business or the undertaking in which he/she either has a substantial financial interest or is engaged as counsel, consultant, representative, agent, director, or officer.

14.200 Non-College Sponsored Professional Services

In all private consulting engagements, it is understood that the Member is acting as a private consultant; that the College is in no way a party to the contract or liable or responsible for the performance thereof; and that the College is not liable in any way for property of the client utilized for tests, observations, or otherwise in connection with the consulting engagement, nor for consequent damages. The name of the College shall not be used in advertising or in any other way without the written approval of the President.

No Member may use college supplies, facilities, personnel, or services to earn extra compensation from non-college sources without prior determination of appropriate reimbursement and written approval by the President.

No Member of the College may offer or provide services in competition with the College.

14.300 Activities Requiring Disclosure

Any Member who recommends or approves a purchase or service and who has any substantial financial interest in the firm involved in the purchase or service shall make this fact known at the time. Any Member who recommends or approves a personnel action and who has financial interest or business association with the person who is the subject of the action shall make this fact known at the time. This requirement does not include text book adoption where the Member is clearly identified as the author or editor of the book in question.

14.400 Copyright Policy

- A. Works which are produced by a Member in connection with an approved and sponsored research project are treated in accordance with the agreement negotiated with the sponsor. In the absence of such agreement or to the extent such agreement does not fully address the ownership of works produced, such works shall be treated in accordance with Sections B or C of this section.
- B. When a Member is assigned work or responsibilities (to include official release time and sabbatical leaves) for the specific purpose of developing computer programs, electronically delivered courses, visual aids, video tapes, manuals, public relations material, or other copyrightable works, the works produced pursuant thereto and all royalties therefrom shall be the property of Flathead Valley Community College. Such assignment shall be indicated either on the individual employment contract or in a separate document countersigned by the Member. Should the College and the Member agree to a division of royalties, such division must be included in the contract or in a

separate document countersigned by the Member. If the College does not wish to copyright the work, the Member may obtain a written release from the President and may then copyright the work in his/her own name. Upon written request for release by the author, the College will respond within thirty (30) days.

- C. When a Member develops copyrightable works other than those defined in Paragraphs A or B above, he/she shall have sole right of ownership and disposition of such works. When such works are produced, developed, or authored through the use or with the aid of college facilities, personnel, or other resources, the College must be reimbursed for the fair market value of the use of any such facilities, personnel, or resources, except those considered part of the normal academic environment including library facilities. Manuscripts or works of art designed for publication in media where no remuneration is given the author(s) are exempt from this reimbursement requirement.

14.500 Research Conclusions

Research, if sponsored by agencies of federal, state, or local government, or if unsponsored but supported by college funds for released time, supplies, or service, is in fact supported by taxpayers. The researcher must ensure that the findings from the College of government-sponsored research are made public before utilizing such findings for personal gain on behalf of a private client as part of a consulting engagement or otherwise giving advantage to a particular party or firm. However, the above statement is not to be interpreted to mean that the public has a right to the field notes, raw data, research notebooks, or working papers of a researcher. However, the above statement is not to be interpreted as a waiver or denial of existing regulations on the use and distribution of data, the premature release of which would jeopardize the public interest.

15.000 TRAVEL POLICY

See current Board of Trustee Travel Policy.

16.000 RETRENCHMENT

Retrenchment is the termination of tenured Members for either financial or programmatic reasons.

The necessity for retrenchment shall be determined by the Board after considering the recommendations of (1) the College President and (2) the Association Retrenchment Committee in accordance with the following two situations:

1. When the Board declares a financial exigency in accordance with Board Policy and when the general fund deficit is of such magnitude that balancing the general fund requires the termination of a Member(s); or
2. When a division, program, or discipline is curtailed or discontinued because of inadequate enrollment. However, prior to initiating a retrenchment in a particular program or discipline due to inadequate enrollment, the Administration shall reassign sufficient teaching load from part-time employees teaching in that program or discipline to secure a full-time teaching load for a full-time faculty member.

In determining whether retrenchment is necessary and in selecting the areas where the terminations will occur, primary consideration will be given to the College's responsibility to offer an appropriate range of courses and programs; and to maintain a balanced institutional effort that is responsive to the needs of the students, college district, and the state.

If the Administration determines that the potential for retrenchment exists, the President will submit to the Association Retrenchment Committee a Statement of the College's situation supported with the facts

and figures and with specific area(s) to analyze and review. Within fifteen (15) calendar days, the Association Retrenchment Committee shall submit its recommendation(s) with the supporting documents and rationale to the President. In the event the Association Retrenchment Committee does not report within the stipulated time, and/or within the specific areas, the President may proceed with his/her recommendation to the Board.

The President and the Association Retrenchment Committee will meet at the call of the President and discuss the report of the Association Retrenchment Committee and attempt to agree upon a single recommendation to the Board. If they cannot agree, the Association Retrenchment Committee shall submit its own plan to the Board separately.

The President shall prepare his/her recommendation for the Retrenchment Plan which (1) documents the need for retrenchment; (2) identifies the number of positions to be terminated by division, program, or discipline; and (3) any other relevant supporting information. He/she shall submit his/her plan to the Board.

The Board shall make the final decision on whether retrenchment is necessary and shall instruct the President to implement the plan it approved.

In all cases of retrenchment, Members will have the following rights:

- A. Retrenchment shall be in the reverse order of seniority in the division, program, or discipline which has been identified for retrenchment. Seniority shall mean the number of days of continuous full-time service on hard-money contract at the College, including authorized leaves of absence. The academic year shall constitute a year of service and no additional seniority shall be accrued for any assignment beyond the academic year. When seniority is equal between or among Members, ranking shall be determined by the Vice-President by advanced preparation at the time the retrenchment decision is made.
- B. No tenured Member shall be terminated if non-tenured Members are retained in a discipline to teach courses the tenured Member is qualified and capable of teaching.
- C. A Member shall be reassigned rather than be terminated if the Member satisfies the qualifications for a position in a division, program, or discipline in which there is a less senior Member, in accordance with the seniority list attached as Appendix C. The Member shall retain his/her former salary and tenure status.
- D. Any Member selected for termination shall have the right to apply for any existing open non-academic position at the College, and in the absence of a candidate with clearly superior qualifications, the Member shall be given employment preference over outside applicants. In this situation, the Member shall receive the salary established for the new position and shall lose faculty status and tenure.
- E. The President will notify in writing the persons affected by the retrenchment. If retrenchment is necessary, the affected Member(s) shall be notified by certified mail mailed by the first working day after January 1, with employment to conclude at the end of the fiscal year. The Board's decision on the necessity for retrenchment, the number of Members to be terminated, and the division, program, or discipline in which the terminations are to occur are not grievable. However, seniority and order of retrenchment are grievable.
- F. Recall procedure -- Whenever there is a vacancy or anticipated vacancy in a bargaining unit position, laid-off Members who are qualified to perform the work in question will be recalled in order of seniority. No new faculty shall be employed by the Board while there are Members on layoff, unless none of the Members on layoff are qualified to fill the position in question.

Notice of recall will be given by registered mail to the last address given to the College by a Member. A copy of the notice of recall will be given to the Association. If a Member fails to respond within ten (10) calendar days after receipt of the above notice of recall or upon return of the unsigned receipt, the Member will be deemed to have refused the position offered. A Member who is laid off will remain on the recall list for three years after the effective date of layoff unless the Member:

1. Waives recall rights in writing,
2. Resigns,
3. Fails to accept recall to the position held immediately prior to layoff or to a substantially equivalent position, or
4. Fails to report to work in a position that he or she has accepted unless such employee is sick or injured. If a Member has secured temporary employment elsewhere, he or she will be allowed up to one (1) academic semester before being required to report for work.

17.000 GRIEVANCE AND ARBITRATION

17.100 Resorting to Other Procedures

If a Member seeks formal resolution of a grievance matter in any forum or by any set of procedures other than those established in this Article, whether administrative or judicial, the College shall have no obligation to proceed further with the matter.

17.110 Definitions

"Grievance" means a complaint alleging a violation, misapplication, or misinterpretation of a term or provision of this Agreement.

"Grievant" means an identified Member or group of -Members, or the Association only in cases where Association rights conferred by this Agreement have allegedly been violated.

"Days" means college work days

17.120 Rights to Representation

The Association shall have the exclusive right to represent any Member who files a grievance.

At least one (1) Association representative may be present for any meeting, hearing, appeal, or other proceeding relating to a grievance which has been formally presented. Grievances involving more than one (1) administrator and grievances involving an administrator other than the Vice-President may be filed at Step II. In matters dealing with alleged violations of Association rights, the grievance shall be initiated at Step II.

17.130 Individual Rights

Nothing contained herein shall be construed as limiting the right of any Member having a complaint to discuss the matter with the appropriate administrator and to have the problem adjusted without the intervention of the Association. The Member has the right to discuss with a union representative; and once a formal grievance has been filed, an Association representative shall be entitled to be present at, and shall receive notice of, any conferences, meetings, or hearings held pursuant to this Article and shall be notified in writing as to the disposition of the matter and such disposition shall not be inconsistent

with the terms of this Agreement. Exhaustion of the informal complaint procedure is not a requisite to involving the formal grievance procedure.

17.140 Informal Process

A grievant should make a good faith effort to resolve a grievance prior to initiation of the formal process by presenting his or her grievance to the Administration. Any resolution or disposition of a grievance at this informal stage shall not constitute a binding precedent for future grievances.

17.150 Formal Process

Filing

All grievances must be filed within thirty-five (35) working days after the grievant knew or reasonably should have known of the grievance. The grievance shall be filed upon a form as prescribed in Appendix A, which is fully incorporated herein by this reference.

Step 1.

The grievance shall first be presented to the Vice-President. The Vice-President shall conduct a closed conference with the grievant and his/her representative within six (6) working days following receipt by his/her office of the grievance. At the conference, the grievant shall present to the Vice-President all information which he/she deems pertinent to the grievance, as well as such other information within the grievant's knowledge and/or control that the Vice-President requests. The Vice-President shall issue a written decision within six (6) working days following the conclusion of the conference, which shall include findings and conclusions.

Step 2.

If the grievance is not resolved or otherwise disposed of at Step 1, the grievant may file a written request for review with the President of the College on a form also prescribed as Appendix A. The request shall be filed with the Office of the President within five (5) working days of receipt of the Step 1 decision.

The President or his/her designee shall investigate the grievance in such a manner as the President deems appropriate, and shall hold a closed meeting with the grievant and his or her representative in order to discuss the merits of the grievance and/or proposals for settlement. If no settlement is reached, the President shall proceed to issue a decision which shall include findings and conclusions and which, unless otherwise agreed, shall be issued no later than ten (10) working days after the receipt of the request for review.

Step 3.

If the grievance has not been resolved at Step 2, the grievant may seek a review of the President's decision by the Board. Such request shall be filed with the Office of the President for transmittal to the Chairperson of the Board on the form prescribed in Appendix A within five (5) working days following receipt of the Step 2 decision.

The Board shall review the President's decision at its next regularly scheduled meeting which commences at least three (3) working days after the request for review is received, or at its next special meeting which occurs at least three (3) working days after the request for review is received. At this meeting, the Board shall decide either to uphold the decision of the President or to make a final decision no later than twenty-eight (28) days following the presentation of the grievance at the Board meeting.

17.200 Arbitration

- A. If the grievance is not resolved or otherwise disposed of at Step 3, either party may request arbitration by giving notice to the other party within ten (10) working days of the date of the issuance of the Step 3 decision.
- B. Within ten (10) days after such written notice of submission to arbitration, the President and/or the Association may request a list of five (5) arbitrators from the Board of Personnel Appeals and both parties will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within a five (5) day period, or if either party rejects the list from the Board of Personnel Appeals, a request for a list of five (5) arbitrators may be made to the American Arbitration Association by either party. Within five (5) days of receipt of the list, each party shall strike two names from the list in alternate order and the name remaining shall be the arbitrator.
- C. The arbitrator shall consider the grievance and render a decision which shall be final and binding upon the parties.

17.210 Arbitration Costs

Each party shall bear its own cost of arbitration except that the fees and charges of the arbitrator shall be shared equally by the parties. If one of the parties wants transcripts from the arbitration proceedings, the party requesting the transcript will pay all costs of the transcript. If both parties request transcripts, they shall share equally the costs.

17.220 Jurisdiction of the Arbitrator

The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.

17.300 Exceptions to Time Limit

- A. The time limits provided in this Article shall be strictly observed unless extended by written agreement of the parties. When any action which is required to be taken within a specified time period is not taken in time, the following shall apply:
 - 1. If the grievant fails to act within the time limits provided herein, the Administration shall have no obligation to process the grievance and it shall be deemed withdrawn.
 - 2. If the Administration fails to act in time, the grievant may proceed to the next review level.
- B. When a grievance is submitted on or after April 15, time limits shall consist of all calendar days, so that the matter may be resolved before the close of the school term or as soon as possible thereafter.
- C. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder during its term may be processed through this grievance procedure until resolution.

17.400 No Reprisals

No reprisals of any kind will be taken by the Board, the Association, individual Members, or the Administration against any person because of participation in this grievance procedure.

17.500 Cooperation

The Board, the Association, individual Members, and the Administration will cooperate in the investigation of any grievance, and further will, upon request, furnish the other with such information as is relevant to the processing of any grievance. No Member involved in the investigation, processing, or hearing of any grievance shall suffer loss of salary or benefits.

17.600 Notice

Unless otherwise provided, where notice is required to be given it shall be sufficient:

1. in the case of a Member, it is sent via college email
2. in the case of the Association, if sent via college email
3. in the case of the Board, the College, or the Administration, if sent by via college email to the Executive Assistant to the President

Where notice is required to be given by a certain date, it shall be effective if emailed by midnight of the day prior to the specified date. Where notice is required to be given within a certain time period, it shall be effective if emailed by midnight prior to the last day of such time period.

18.000 PROFESSIONAL COMPENSATION

18.100 Salary Schedule

The salaries of Members covered by this Agreement are set forth as Appendix B, which is attached to and incorporated into this Agreement. Such salary schedule shall remain in effect during the designated periods. It is also understood between the parties to this Agreement that Members presently employed by Flathead Valley Community College in the academic or vocational/technical areas are placed correctly (see Appendix D.)

18.200 Initial Placement

The initial salary of a newly-hired Member shall be determined by the Vice-President with consultation with the appropriate Division Chairperson within the following guidelines:

1. FVCC shall not place a newly-hired Member above the salary rate of a current Member in the same range with similar years of experience.
2. In order to be placed on the vocational/technical schedule, the Member must teach predominately in the vocational/technical area in non-transferable programs

18.300 Recognition of Teaching Experience

A Member will advance within the salary range on the salary schedule with each additional year of teaching experience according to the negotiated salary increases determined annually.

18.400 Recognition for Additional Preparation

Salary increments to the next range or salary increment within appropriate range on the Flathead Valley Community College salary schedule will be granted for each fifteen (15) quarter hours or 10 semester hours of credit as indicated on the salary schedules contained in Appendix B. These credits may be in graduate courses or upper division courses related to the teaching area and/or pre-approved upper/lower

division courses which will contribute to the Member's academic flexibility and/or professional growth. All costs shall be paid by participating Members. All credits must be substantiated by official transcript from the granting institution and submitted to the Vice-President's office in order to apply toward that academic year. . Pay will be retroactive to the date the granting institution officially grants the credit but not more than one year. Salary increment is defined as 2.5% per range or 2.5% increase within the same range. Effective 7/1/16, members achieving a Doctorate degree will be placed into paygrade 54 not to exceed the salary rate of a current Member in the same range with similar years of experience. A minimum 5% increase will be granted for attainment of a Doctorate.

The institution shall periodically provide on-campus opportunities to gain additional preparation credits for Members who wish to participate. Massive open online courses (MOOC) are eligible to be accepted by the administration as additional avenue to increase a Member's base pay. MOOC's may be accepted from accredited universities even though they are not credit bearing. Faculty will submit a request in writing for prior approval to the Vice President of Instruction and Student Services to have a MOOC considered for salary schedule advancement. The Vice President of Instruction and Student Services has sole discretion as to whether to accept a course for salary increase.

The Member shall notify the Vice-President in writing prior to taking course work for salary schedule movement.

18.500 Pay Periods

The annual salary is paid in twenty-four (24) (twelve months) equal installments beginning with the subsequent pay period following the first duty day of fall semester. The Member with a twelve-month option may elect to receive either year-end installments in May or semi-monthly installments over a twelve month period. The second pay period for the month of December will be paid prior to College closing for the holidays. The number of payments may be changed prior to the contract year at the Member's discretion.

Should the Member's contract be terminated during the school term, the Member shall receive a total salary which shall be in proportion to the number of days taught compared to the number of days of obligation as listed in the college calendar.

18.600 Special Courses

In the case of special courses and other matters needing time during regular working hours, members are compensated based on expected level of effort, which is then converted into the standard load of LHE and ultimately expressed as $FTEF/SEM$. This section outlines special courses and gives the conversion factors needed to calculate standard load.

Independent or Directed Study: Student may earn credit for studying subjects outside of standard courses with the guidance of faculty. Independent study covers subjects that are not in the course catalog. Directed study covers courses that are in the catalog. In both cases, the burden of learning is on the student more than the teacher. But the faculty member is still responsible for monitor and assessing progress. If a member is asked by the Vice President to supervise an independent or directed study, the course profile is used to determine contact hours and an LHE conversion of 1/3rd is applied. If no course profile exists, then credit hours earned by the student will be used to determine contact hours following the standard definitions. With contact hours determined, the same LHE conversion will be used to determine load.

$$1 CH = 0.333 LHE$$

Classes not following the three standard course profile categories (lecture, lab or clinical): If a class has a course profile that list hours that do not fit the definition of a contact hour (CH), then the member and the Vice President of instruction need to mutually agree on the actual hours needed to run that class and the calculation for technical assistance in section 10.500 will be used to determine load.

$$1 H = 0.375 LHE$$

Example 1 Independent Study: Member monitors a student earning 2 credit hours in a course not offered in the catalog.

$$2 \frac{\text{Credit}}{\text{SEM}} \times 15 \frac{\text{CH}}{\text{Credit}} \times 0.333 \frac{\text{LHE}}{\text{CH}} \times \frac{1}{225} \frac{\text{FTEF}}{\text{LHE}} = 0.044 \frac{\text{FTEF}}{\text{SEM}}$$

Example 2 Directed Study: Member has a student in directed study. The course profile lists 30 lecture contact hours.

$$30 \frac{\text{CH}}{\text{SEM}} \times 0.333 \frac{\text{LHE}}{\text{CH}} \times \frac{1}{225} \frac{\text{FTEF}}{\text{LHE}} = 0.044 \frac{\text{FTEF}}{\text{SEM}}$$

Example 3 Non-Standard Course: Member and VP agree that it takes 10 actual hours per week to monitor, aid and assess students.

$$10 \frac{\text{H}}{\text{Week}} \times 15 \frac{\text{Week}}{\text{SEM}} \times 0.375 \frac{\text{LHE}}{\text{H}} \times \frac{1}{225} \frac{\text{FTEF}}{\text{LHE}} = 0.25 \frac{\text{FTEF}}{\text{SEM}}$$

18.700 Development of Distance Education Courses

1. Faculty members who have received prior approval by the Vice President of Instruction and Student Services may enroll in the four credit course *Teaching Online Courses* and the six credit course *Developing Online Courses*. A course will be offered each semester. Faculty will pay fees for enrolling in the course per the provisions of the Collective Bargaining Agreement. Successful completion of the course includes the development or conversion of a face to face course to an online or hybrid course that will become part of the FVCC online course bank. The developed course will be the intellectual property of Flathead Valley Community College. Multiple sections of a course are not eligible for independent funding. Upon approval of the developed course by the E-Learning Committee and the Vice-President, the faculty member will be compensated according to the following schedule:

Development of course to online		Conversion of course to/from hybrid	
1 credit	\$233	1 credit	\$115
2 credits	\$466	2 credits	\$233
3 credits	\$700	3 credits	\$350
4 credits	\$825	4 credits	\$412
5+ credits	\$950	5+ credits	\$475

2. Faculty members, with approval of the Vice-President of Instruction and Student Services, may develop online courses without taking *Teaching Online Courses* or *Developing Online Courses*. Upon approval of the developed course by the E-Learning Committee and the Vice-President, the faculty member would be eligible for the stipends as listed above.

3. Definitions:

“Online course” refers to a class offered over the internet. These classes may have a face-to-face testing component. “Hybrid course” refers to classes that have at least 50% of the course offered over the internet and 50% or less requiring classroom attendance. “ITV courses” refers to courses offered over interactive television.

18.800 Teaching via Distance Education

1. Faculty members, who have developed a course or who are interested in teaching a previously developed course from the FVCC online course bank, may enroll in the four credit course *Teaching an Online Course*. Faculty members who successfully complete both *Teaching an Online Course* (4 credits) and *Developing Online Courses* (6 credits) and will receive \$1,100 added to their base pay effective the first term the online or hybrid course (of at least 3 credits) is taught.
2. Faculty teaching via ITV for the first time will receive an additional \$300. Subsequent teaching via distance ITV will receive no additional compensation beyond the established schedule.
3. Faculty teaching via online for the first time will receive a \$500 stipend. Subsequent teaching via online will receive no additional compensation beyond the established schedule.
4. Online, hybrid and ITV courses will count as part of the faculty teaching load in the same manner that face-to-face classes count toward the teaching load.
5. Course enrollment maximums for face-to-face courses will be applied to online and ITV courses.

19.000 FRINGE BENEFITS

19.100 Group Health and Life Benefits

The College shall provide eligible bargaining unit members with group health and life insurance in accordance with the provisions of the Montana University System Group Insurance Plan and applicable state law.

19.200 Unemployment Insurance

The Administration agrees that all Members covered under this Agreement shall be covered by unemployment insurance as provided by the Unemployment Insurance Division of Montana. Title 39, Chapter 51, MCA.

19.300 Workers' Compensation

Workers' Compensation is for the purpose of offsetting the loss of income suffered by a Member in accordance with Title 39, Chapter 71, and MCA.

19.400 Retirement System

1. Members are required to participate in the Teachers' Retirement System as outlined in Title 19, Chapter 20, MCA
2. Beginning July 1, 2005, FVCC will provide an employer-sponsored 403(b) retirement savings plan. FVCC will contribute a match of a designated percentage of the gross salary of Members who participate in this voluntary program.

3. Any changes in state statutes brought about by legislative action which changes these benefits will be applied forthwith by the Administration.

19.500 Tuition and Fees Waivers

- A. Members may enroll in credit courses at Flathead Valley Community College tuition free, providing said courses do not conflict with academic responsibilities.
- B. Tuition shall be waived for two (2) dependents (per IRS definition) per academic year (spouse or life partner and/or children) who enroll in Flathead Valley Community College credit courses.
- C. Fees that are not mandated by external agencies (i.e. Board of Regents) will be waived for Members and two dependents (spouse and children per IRS definition) if enrolled in at least 15 credit hours in the current semester. Building fees and lab fees cannot be waived.
- D. Non-credit Continuing Education classes: Members and two eligible dependents (per IRS definition) per academic year will receive tuition waivers for enrollment in designated Continuing Education non-credit classes. Lab fees and service charge will not be waived.

20.000 MISCELLANEOUS PROVISIONS

20.100 Severability

It is understood and agreed by the parties to this Agreement that any provision inconsistent with or contrary to law shall be considered as deleted from the Agreement without harm to the remaining provisions of the Agreement. If any article or section of this Agreement or any addendum to it should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

20.200 Individual Employment Contracts

Any individual employed in a position within the bargaining unit, or reappointed to a position within the bargaining unit, shall be given an individual employment contract. All reappointment contracts or letters of intent must be issued by April 15. The total employment agreement between the individual and the Board shall be comprised of this Collective Bargaining Agreement, the individual contract, and any matters incorporated into either document by specific reference. No other terms or oral or written representations by whomever made shall modify or amend the resulting total agreement. The individual contract shall be subject to the terms of the Collective Bargaining Agreement, and no Member shall, as a result of any individual contract, be denied the benefit of terms of this agreement to which the Member would otherwise be entitled.

20.300 Resignations

A Member who wishes to resign from the College should give notice thirty (30) days after receiving a contract for the succeeding academic year. Resignations should be dated, signed, and the reasons stated for resigning, the date upon which the resignation is to be effective, and should be given to the Vice-President.

20.400 Changes in Agreement

During its term, this Agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement, after completion of appropriate ratification procedures by both parties.

20.500 Waivers

Failure of either party to require performance by the other party of any promise, condition, or covenant herein shall in no way affect the full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any promise, condition, or covenant hereof be taken or held to be a waiver of the promise, condition, or covenant.

20.600 Distribution of Contract

Upon final ratification and approval of this Agreement, the College shall have the Agreement available electronically and on the Human Resources website within sixty (60) days. Four hard copies will be distributed to the current Association president upon request.

20.700 Temporary Personnel

It is recognized that the Administration may have to hire Members on a temporary basis. When the need for full-time temporary personnel ceases, or when the Member returns in the case of leaves, such personnel may be terminated without resort to provisions of this Agreement dealing with dismissal, if employed one (1) semester or less. Any such termination shall not be subject to the grievance procedure. During the period of temporary employment, other terms of this Agreement shall apply.

20.800 Entire Agreement

All matters on which the parties have reached agreement are set forth in this Agreement. All other understandings or representations are of no force and effect. During the duration of this Agreement, the provisions hereof shall supersede any previous or future regulations, practices, rules, policies, Board minutes, or handbook provisions which may be in conflict with the express terms hereof.

21.000 WORK STOPPAGE

The Association and all Members of the bargaining unit agree that there shall be no strikes or other concerted activities that interfere with the normal operation of the College during the term of this Agreement.

22.000 DURATION - RETROACTIVITY

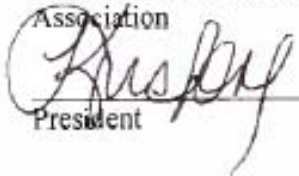
Except as provided herein, this Agreement shall be effective as of July 1, 2016, and shall remain in full force and effect through June 30, 2018. Beginning on October 1, of each year, the agreement shall be open for negotiation on the subject of salary for the next contract year.

The Contract shall be considered as renewed from year to year thereafter unless either party to the Agreement notifies the other party, in writing, of its desire to modify or terminate this Agreement. Notice of intent to terminate or negotiate changes in this Agreement may be given by either party by providing written notice on or before March 1, 2016, to the other party.

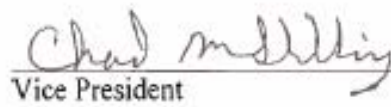
THIS AGREEMENT IS SIGNED ON THIS 12 Day of SEPTEMBER, 2016.

IN WITNESS WHEREOF;

For the Flathead Valley
Community College Education
Association



President

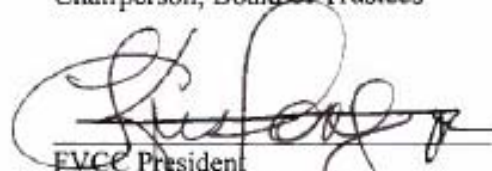


Vice President

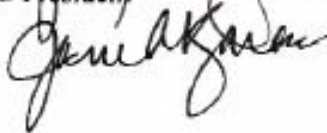
For the Board of Trustees of
Flathead Valley Community College



Chairperson, Board of Trustees



EVCC President



APPENDIX A - Grievance Report Form

Aggrieved Person _____

Date Filed _____

Subject Area _____

1. Date Grievance Occurred: _____

2. Statement of Grievance:

3. Contract Section Allegedly Violated, Misinterpreted, or Misapplied:

4. Action Requested or Relief Sought:

Signature of Grievant

Date

STEP I

1. Decision of Vice-President:

Signature of Vice-President

Date

2. Grievant's Response:

_____ I accept the above decision

_____ I hereby refer the above decision to next step of grievance procedure

Signature of Grievant

Date

STEP II

1. Date Received by President or Designee: _____

2. Decision of President or Designee:

Signature of President

Date

3. Grievant's Response:

_____ I accept the above decision

_____ I hereby refer the above decision to the next step of the grievance procedure.

Signature of Grievant

Date

STEP III

1. Date Received by Board: _____

2. Decision of Board:

Signature of Chairperson

Date

3. Grievant's Response:

_____ I accept the above decision

_____ I hereby refer the above decision to the next step of the grievance procedure.

Signature of Grievant

Date

STEP IV

1. Date Submitted to Arbitration: _____

Arbitrator: _____

2. Disposition and Award of the Arbitrator:

Signature of Arbitrator

Date

APPENDIX B – Pay Matrices

APPENDIX B Full-Time Faculty Pay Matrix Effective July 1, 2016 through June 30, 2017 (added 1.5% Midpoint of Range 44)									
Credits shown in column headings are quarter (not semester) credits. Quarter credits can be converted to semester credits by dividing by 1.5 Semester credits can be converted to quarter credits by multiplying by 1.5									
ACADEMIC					MFA	MFA+15	MFA+30	MFA+45	
		M	M+15	M+30	M+45	M+60	M+75	M+90	Doctorate
VOCATIONAL					M	M+15	M+30	M+45	
	Less than B	B	B+15	B+30	B+45	B+60	B+75	B+90	
RANGE	44	46	47	48	49	50	51	52	54
Minimum	34,114	35,820	36,715	37,633	38,574	39,538	40,527	41,540	43,617
Midpoint	43,182	45,341	46,475	47,637	48,828	50,048	51,299	52,582	55,211
135% of midpoint	58,296	61,211	62,741	64,310	65,917	67,565	69,254	70,986	74,535
1. New hires will be placed at a level in the appropriate range not to exceed the pay rate of a current faculty member with similar years of teaching experience or equivalent industry experience. 2. New hires with no teaching experience will be placed at no less than 79% of midpoint in the appropriate range (minimum) or more. 3. For members serving as division chairperson refer to Article 10.7.D 4. Effective July 1, 2016, the faculty pay ranges were increased 1.5% to reflect negotiated changes 5. For those faculty who have completed the online course credential, the \$1100 online increment has been added into base pay 6. Two current participants with pay over 20 pay periods are grandfathered for the term of their employment.									

APPENDIX B
Full-Time Faculty Pay Matrix
Effective July 1, 2017 through June 30, 2018 (added 1.5% Midpoint of Range 44)

Credits shown in column headings are quarter (not semester) credits.
 Quarter credits can be converted to semester credits by dividing by 1.5
 Semester credits can be converted to quarter credits by multiplying by 1.5

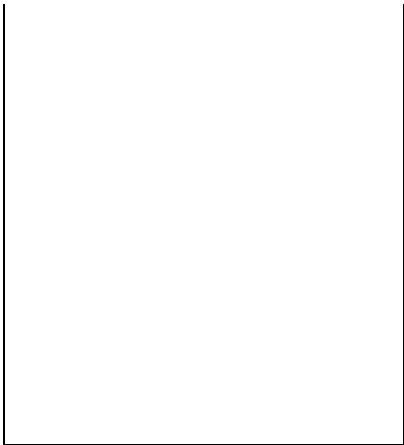
ACADEMIC					MFA	MFA+15	MFA+30	MFA+45	
		M	M+15	M+30	M+45	M+60	M+75	M+90	Doctorate
VOCATIONAL	Less than B	B	B+15	B+30	B+45	B+60	B+75	B+90	
RANGE	44	46	47	48	49	50	51	52	54
Minimum	34,626	36,357	37,266	38,197	39,152	40,131	41,134	42,163	44,271
Midpoint	43,830	46,021	47,172	48,351	49,560	50,799	52,069	53,371	56,039
135% of midpoint	59,170	62,129	63,682	65,274	66,906	68,579	70,293	72,050	75,653

1. New hires will be placed at a level in the appropriate range not to exceed the pay rate of a current faculty member with similar years of teaching experience or equivalent industry experience.
2. New hires with no teaching experience will be placed at no less than 79% of midpoint in the appropriate range (minimum) or more.
3. For members serving as division chairperson refer to Article 10.7.D
4. Effective July 1, 2017, the faculty pay ranges were increased 1.5% to reflect negotiated changes
5. For those faculty who have completed the online course credential, the \$1100 online increment has been added into base pay
6. Two current participants with pay over 20 pay periods are grandfathered for the term of their employment.

APPENDIX C – Seniority List

NAME	HIRED	PRIMARY	SECONDARY
Jaeger, Lowell	1984	English	
West, Karla	1987	Medical Education/Business	
Lundgren, Jerry	1990	Psychology	
Legate, Joe	1991	Speech	
Dorsett, Dave	1992	Surveying	
Alexander, Janice	1994	Chemistry/Molecular/Biology/Criminalistics	
Rudolph, Brenda	1994	Business Education	
MacGregor, Phil	1994	Accounting/Computer Applications	
Laudati, Veronica	1996	Accounting	
Justis, C. Sue	1996	Anatomy & Physiology/Zoology	
Davis, Gregg	1997*	Economics	*Leave from 2009-2013
Hickethier, Donald	2000	Mathematics	
Bergin, Carole	2000	English/Humanities	
Shilling, Chad	2000	Business	
Hintz, Dorothy	2000	English/Humanities	
Ho, Anita	2003	Geology/Geography	
Rady, Effat	2003	Engineering/Mathematics	
Rauscher, Dawn	2005	Computer Applications	
Boger, James	2009	Physics	
Haptonstall, Richard	2009	Theatre/Music	
VandeKop, Laura	2009	Math	
Wrightsmann, Ruth	2009	Biology	
Long, Kristina	2009	Paramedic	
Relyea, Christina	2009	Natural Resources	
Bauer, Robert	2010	History	
Elwell, Lori	2010	Anatomy & Physiology	
Heil, Janice	2011	Physical Therapy Assistant	
Long, David	2011	Chemistry	
Eichner, Timothy	2012	Surveying/Natural Resources	
Maxwell, Molly	2012	Mathematics	
McCarthy, Mirabai	2012	Biology	
Mezahav, Amatzya	2012	Social Science	
Robertson, Julie	2012	Physical Therapy Assistant	
Paine, Daniel	2012	Mathematics	
Wenz, Adam	2012	Chemistry	
Estrada, Heather	2013	Agriculture	
Harling, Douglas	2013	Arts	
Goudy, James	2013	Computer Applications	
Rauscher, M Conrad	2013	English	
Regan, David	2013	Arts	
Taylor, R. Charles	2013	Anatomy and Physiology	
Barckholtz, Benjamin	2014	English	

Blackston, Robert	2014	Surgical Technology
Guthrie, Susan	2014	Art
Degenhardt, Christine	2015	Medical Assisting
Hitchcock, Constance	2015	Business
Sanford, Nicole	2015	Music
Severino, Michael	2015	Mathematics
Skinner, Michael	2015	Criminal Justice
Wenner, Erin	2015	Mathematics
Babij, Karl	2016	Communication
Parker, Leanne	2016	Psychology
Sun, Shasha	2016	Chemistry



APPENDIX D – Placements

Name	Range	Extended Contract Days	Division Chair	FY17 Base Pay	FY17 Total Pay	On-Line Credential
Alexander, Janice	54			67,353	67,353	
Babij, Karl	52			45,000	45,000	
Barckholtz, Benjamin	46			48,213	48,213	
Bauer, Robert	54			54,216	54,216	
Bergin, Carole	51			52,673	52,673	
Blackston, Rob	48			56,801	56,801	
Boger, Jim	46			52,418	52,418	
Davis, Gregg	54			67,418	67,418	Y
Degenhardt, Christine	44			46,183	46,183	
Dorsett, David	54			68,613	68,613	
Eichner, Timothy	49			48,752	48,752	
Elwell, Lori	47			50,539	50,539	Y
Estrada, Heather	54			53,204	53,204	Y
Goudy, Jim	46			47,163	47,163	
Guthrie, Susan	51			59,012	59,012	
Haptonstall, Rich	49			53,312	53,312	
Harling, Douglas	49			52,879	52,879	
Heil, Janice	49	40		56,676	56,676	
Hickethier, Don	54		5,000	66,338	71,338	Y
Hintz, Dorothy	52			60,934	60,934	
Hitchcock, Connie	49			58,464	58,464	Y
Ho, Anita	54			54,893	54,893	
Jaeger, Lowell	52		5,000	66,969	71,969	
Justis, C. Sue	54		5,000	67,465	72,465	
Laudati, Veronica	53			75,819	75,819	Y
Legate, Joe	52			66,969	66,969	
Long, David	54			53,475	53,475	Y
Long, Kris	50	50		56,261	56,261	Y
Lundgren, Jerry	49			58,702	58,702	
MacGregor, Phil	54			76,674	76,674	Y
Maxwell, Molly	54			52,879	52,879	
McCarthy, Mirabai	54			52,065	52,065	
Mezahav, Ami	54		5000	61,614	66,614	Y
Paine, Daniel	54			49,624	49,624	
Parker, Leanne	54			65,000	65,000	
Rady, Effat	54			53,622	53,622	
Rauscher, M. Conrad	47			51,848	51,848	Y
Rauscher, Dawn	50		5,000	53,186	58,186	Y

Regan, David	49			56,134	56,134	
Relyea, Christina	54			54,463	54,463	
Robertson, Julie	49	50		51,394	51,394	Y
Rudolph, Brenda	52			68,756	68,756	Y
Sanford, Nicole	46			40,600	40,600	
Severino, Michael	54			52,273	52,273	
Shilling, Chad	52			63,508	63,508	Y
Skinner, Michael	46			60,011	60,011	
Sun, Shasha	54			46,000	46,000	
Taylor, R. Chaz	47			47,727	47,727	Y
VanDeKop, Laura	46			48,861	48,861	Y
Wenner, Erin	46			45,675	45,675	
Wenz, Adam	46			49,624	49,624	
West, Karla	52			69,821	69,821	Y
Wrightsman, Ruth	54			63,931	63,931	