

Agreement between Hagerstown Community College and United Academics of MD-AFT-AAUP

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ARTICLE I - PREAMBLE

This Agreement is entered into by and between The Board of Trustees for Hagerstown Community College (hereafter “College” or “Management”) and United Academics of MD-AFT-AAUP (hereafter “AFT” or “The Union.” The parties by entering into This Agreement acknowledge a joint commitment to academic excellence and providing a stellar teaching and learning environment for student success.

ARTICLE 2 – GENERAL PROVISIONS - RECOGNITION OF THE UNION AND NON-DISCRIMINATION CLAUSE

Article 2.1 Recognition of Bargaining-Unit Representative

The College recognizes United Academics of Maryland AFT-AAUP, Hagerstown Community College Union, as the sole and exclusive collective bargaining representative for all full-time faculty of Hagerstown Community College, as defined below.

Article 2.2 Definition of Bargaining Unit

The bargaining unit shall be defined as follows: All eligible full-time faculty employees employed by Hagerstown Community College whose assignments involve academic responsibilities, such as teaching and serving as faculty program coordinators. Faculty are defined as in Maryland States Education §16-701 (j) (1), as well as identified as professionals under higher education under the Fair Labor Standards Act 29CFR §541.

Article 2.3 Integrity of Unit

If a bargaining unit member’s position is modified by the College to the extent the position is no longer under the jurisdiction of this Agreement, the College will notify the Union within five (5) working days of the decision. The parties acknowledge that disputes regarding unit designations are matters resolved through the Public Employee Relations Board; should that venue change for any reason, the parties acknowledge that disputes are subject to the processes outlined in the grievance and arbitration article.

Article 2.4 Notification of Inclusion

All offer letters for full-time faculty in the bargaining unit shall include a statement of inclusion in the bargaining unit.

Article 2.5 Nondiscrimination

Preamble

The College and the Union jointly affirm the institution’s values and commitment to create, maintain, and advance a welcoming community for all.

a) Non-Discrimination

The College and the Union shall comply with the provisions of all applicable laws prohibiting discrimination against or in favor of any employee on account of race, color, ancestry, national origin, disability, religion, pregnancy, sex, sexual orientation, gender identity, gender expression, genetic information, marital status, family responsibilities, age, military or veteran status, or union membership. There shall be no retaliation against employees who, in good faith, bring complaints regarding allegations of discrimination on the protected categories identified above.

b) Discrimination and Harassment Complaints

Faculty who believe they have been subject to discrimination have the right to file a complaint in accordance with the procedures of the College’s Human Resources Department or to file a formal grievance under Article 11 of this Agreement.

If a faculty member files a complaint with any external public agency or with a State or Federal Court, the grievance shall automatically terminate.

ARTICLE 3 – MANAGEMENT RESPONSIBILITIES AND STATUTORY DUTIES

In accordance with Maryland law, the College has the responsibility to determine how its statutory mandate and goals of the College are executed, its overall budget and organizational structure are to be carried out, and the hiring and directing of employees to appropriately fulfill its core mission and goals. The College recognizes the importance and expectation that all employees are treated with dignity and respect.

Except where specifically negotiated by the parties under this Agreement or otherwise restricted by statute or decisions of the Public Employee Relations Board, such management responsibilities and functions include, but are not limited to: determining the mission and vision of the College; establishing the academic calendar and work year; hiring, observing, and evaluating faculty; promotions; allocating positions inclusive of qualifications and job descriptions; issuing discipline and discharge for just cause; determining the budget and expending funds; allocating use of College facilities; developing class schedules and class size; determining educational programs and needs as well as support services to enhance student access and achievement; and creating and developing the organizational structure necessary to execute the operations of the College.

The College recognizes the Shared Governance model as stated in the Board's bylaws and as outlined in Article 4 (Union Rights and Responsibilities).

ARTICLE 4 – UNION RIGHTS AND RESPONSIBILITIES

Article 4.1 Union Reservation of Rights

The Union retains and reserves unto itself all rights, powers, authority, duties, and responsibilities conferred upon or vested in it by law, except as limited by the specific and express terms of this Agreement. The College agrees not to enter into any agreement or understanding with the bargaining unit faculty members, individually or collectively, that in any way conflicts with the terms and provisions of this Agreement.

Article 4.2 Use of Facilities- Statewide Union Meeting – Outside Attendees

The Union, as an organization, shall have the right to schedule use of facilities on campus during normal operating hours in accordance with criteria as outlined in Board Policy 7060 and application for use for Union events/meetings held for all members, or outside invitees. Fees for the meeting space will be assessed at the not-for-profit rate for the meeting room. The union will pay all customary fees and charges for any use of special services as outlined on the application for use of College facilities.

Article 4.3 Meeting with Unit Members

The Union may meet with individual unit members, hold meetings with union leadership or faculty as a group, which may include limited invitations for guest speakers from the Union, on campus at no charge. The Union will not be required to submit a use of facilities application; however procedures will be followed for reserving meeting space to avoid conflicts.

Such meetings may not interfere with the educational program and may not be during time when the unit member is required to render services to the College.

Article 4.4 Access to Board Meetings

The Union may access Board meeting dates, agendas and minutes through the College website which also includes information on location of meetings and procedures for signing up to provide public comment. The Union has the right to attend all open meetings of the Board and provide public comment on union related matters in accordance with procedures the College has outlined under the Open Meetings Act. The Union may also provide an annual report to the Board, inclusive of activities on the local, state and national level respecting any restrictions on matters associated with collective bargaining.

Article 4.5 Access to New Faculty

a) Orientation/Onboarding:

The Union will be provided with the opportunity to meet with newly hired unit members during scheduled new faculty orientations for up to 30 minutes either in person or virtually or within the first full pay period of the new employee's start date as mutually agreed upon between the Union and the new employee. The College will encourage faculty to meet with the Union representative but may not require them to meet with them if they object. The College will provide notification of faculty orientation dates within ten (10) working days of the orientation, unless unforeseeable circumstances prevent a ten (10)-day notification, and in such unique circumstances, the College will provide the notification as soon as practical.

b) Notification of New Hires:

The College will provide the Union with the new faculty members' name and contact information within ten (10) days of their start date. The Union will treat such information as confidential.

c) Welcome Letter from the Union:

New faculty members will be provided with a welcome letter from the Union in the orientation packet and will be notified of the Union's opportunity to meet with them during orientation.

Article 4.6 Communication to Unit Members

With the exception of political campaign materials, the Union may use a College designated bulletin board in the LRC, departmental bulletin boards based on available space, and through a faculty representative access college email and inter-campus mail for for Union-related communications to its unit members such as collective bargaining, the administration of the agreement, grievances, governance, activities, and union business.

Article 4.7 President's Cabinet Meetings

A Union representative will be invited to attend the Work Session portion of the President's cabinet meetings. Such representative shall be appointed by the Executive Committee of the Union and will serve for the designated fiscal year and may designate a substitute to attend if unavailable with reasonable notice provided to the President's Executive Assistant. The union representative may provide updates from the work session portion of cabinet to the Executive Committee of the Union.

Executive Session portions of cabinet meetings are considered confidential and by invitation only at the discretion of the President.

Article 4.8 Committees

- a. Shared Governance Committees provide input to the President regarding the formulation, modification, and adoption of Board policies as outlined in Board Policy, Board bylaws and Guide to Shared Governance. Final decisions on the policy recommendations generated by shared governance processes are the responsibility of the Board of Trustees, which authority it has delegated to the President and the Administration. Policy development is considered within the mission and vision and statutory duties of the College. The Board bylaws stipulate that the College's shared governance model includes faculty, students, staff and administration to assist the Board with formulation, modification, and adoption of Board policies.
- b. The College acknowledges the expertise and value of faculty involvement in such committees as outlined in the charge of each committee and will maintain unit representation on all such committees. If new committees are created, the College shall notify the Faculty Assembly Chair.
- c. The College respects the role of the Union and the collective bargaining agreement, and will affirm that if the work of such committees pertains to matters associated with wages, hours, or working conditions that may be subject to the collective bargaining agreement, the College will notify the Union and such matters will be brought to discussion in negotiations accordingly.
- d. Nothing in this Article is meant to usurp or compromise the statutory duty of the Board to issue or

modify Policy.

- e. For the FY 26 fiscal year, the President will convene an ad hoc committee for the specific initiative of evaluating the current model of Shared Governance, inclusive of all College stakeholders, to examine the existing system of governance and develop and provide recommendations for building upon or improving the current model and present such recommendations to the Board for Board consideration. The Faculty Assembly Chairperson will be invited to serve on the ad hoc committee and may appoint a designee in the event they are unable to serve. The Faculty Assembly Chairperson may recommend faculty to the President to consider serving on the committees.
- f. During the FY 26, the Guide to Shared Governance document, updated 9/29/24 and located on the College website will remain unchanged and in effect.

Article 4.9 Faculty Involvement – Search Committees

Hiring of faculty and staff are considered within the mission and vision and statutory duties of the College. However, the College recognizes faculty involvement in hiring of faculty and administrative positions is valued and important for the overall hiring process.

Unit members will be invited to serve on search committees, which may occur during or beyond the academic year, for faculty and instructional-related administrative and leadership positions based on their specific expertise/content area and availability. Reasonable measures will be taken to work with available schedules, balanced with the need for the College to fill positions in a timely matter. Unit members serving in such roles will be eligible to use such time towards college service credit and are expected to meet the full commitment of the search team.

Unit representatives will abide by criteria as outlined for the search committee, inclusive of agreement of confidentiality provisions.

The College recognizes the importance of offering training to search committees on diversity and inclusion principles to ensure legally defensible and best hiring practices and will do so in alignment with its established mission, vision, and values.

Article 4.10 Access to Member Lists

By August 15 of each academic year, the College shall provide the Union with the following information of unit members; Name, position, cell if available/work address; work telephone numbers, and work email address, in electronic format. The Union shall consider the information as confidential and may not release the information, with the exception as outlined in Maryland law. For all other times during the academic year, the College will provide such information to the Union within 10 days of request.

Article 4.11 Union use of Office Services

The Union may access office space of a designated faculty/union representative of the College as mutually agreed upon between the Union and the unit member. The College will provide a rolling locked file cabinet for Union related materials, access to the College's internet service, faculty mailboxes and through a faculty representative access to a copier. The College assumes no liability associated for the locked file cabinet and will not retain a key of access.

A unit member serving on the union's Executive Committee may also access available conference room space for the Union when necessary to meet with a faculty member individually or union leadership.

Article 4.12 News and Events Calendar

The Union may submit Union meetings/events to the Public Relations and Marketing Department to be placed on the campus wide web calendar on the College webpage. The Union President may also communicate directly with faculty of such events through email, bulletin boards or in meetings.

Article 4.13 Release Time for Union Activities and Credit for Service

- A.) **Release Time Contract Administration:** The College will allocate an allotment of up to fifty (50) hours of release time during the contract year for faculty members serving in a leadership role as Union representatives or stewards to use during non-instructional classroom time for purposes of contract administration and union meetings inclusive of travel time. Such time will not disrupt instructional time for the faculty member or require the need for a substitute. Time in negotiations or in joint committees will not be deducted from this bank of hours. Such time is considered paid time during the work day and therefore must not include political activities. The College and Union will set up a system to electronically log the number of hours used per academic year as reported by the Union's Chapter Chair for Hagerstown Community College to the Executive Director of Human Resources. The Union leader or steward's notification does not require details of such meetings, but rather the notification is for logging purposes as identified above. The parties will evaluate this data for successor agreements.
- B.) **Scheduling Time for Negotiations:** The chief negotiators for the College and the Union will collaboratively create a negotiations meeting calendar during the contract year for release time for faculty with the least disruption to the educational program and service to students, and without the need for substitute class coverage, when possible. The chief negotiators may also schedule meetings beyond the contract year or work day as needed. Such time will include negotiations meetings, caucuses and team meetings. This process will also apply to negotiations associated with re-openers or impact bargaining.
- C.) **Credit for Union Service:** Faculty who serve on the Union's Bargaining Table Team or joint committees under this Agreement may count such time as service for the purposes of faculty evaluation, promotion, and tenure consideration in the same manner as all other college committees. This Section may be applied retroactively for FY25 upon ratification. Union service is not a substitute for required faculty time with shared governance committees.
- D.) **Union Service: State and Federal Level:** Faculty participating in state and federal level union activities during the contract year may request to use personal leave days to attend, which shall not be unreasonably denied. There are no restrictions on political related activities during such time off.
- E.) **Notification.** The Union shall inform the College of the names of such faculty members designated for negotiations, union officers, and leadership for logging release time purposes.

ARTICLE 5 – DUES DEDUCTION

Preamble

In accordance with Maryland law, the Union is entitled to membership dues deduction upon submittal by the Union of dues deduction authorization cards or electronic application to the College. The parties have negotiated the procedures below to execute their legal duties as stipulated under law.

Article 5.1 Dues Deduction

Faculty shall have the right to request and be granted payroll check-off for dues to be paid to the Union. Upon receipt by the payroll department of a properly-executed authorization card of the faculty involved, the College agrees to deduct the amount that the faculty has agreed to pay to the Union during the period provided.

The College will create an electronic means for deduction based on the information submitted on the Union's dues deduction authorization form and remit said deducted amount to the Union within the payroll period covered by the paycheck from which the deduction is made.

The College shall begin the dues deduction no later than twenty (20) days after receiving authorization from the Union and process deductions in equal amounts per pay period.

The amount of the dues deduction will be communicated to the employer prior to the start of each academic year. The Union will provide the College thirty (30) days written notice prior to the effective date of any change in the rate of dues.

Article 5.2 Revoking Dues Deduction

A union member's payroll deduction authorization shall remain in effect until expressly revoked in writing by the union member to the Union in accordance with the terms of the authorization. When it is determined by the Union that a union member's payroll dues deductions should cease, the Union shall be responsible for notifying the College within ten (10) business days of receiving the faculty member's notice of cancellation of membership and provide verification of written cancellation to the College. The College shall rely on the information provided by the Union to cancel or change authorizations. The cessation of dues shall be no later than twenty (20) days after receiving cessation authorization from the Union.

When it is determined by the College that a union member's payroll dues deductions should cease due to change in employment status or as a result of legal proceeding, the College shall be responsible for notifying the Union. Such notices shall be communicated in writing and shall include the effective date of the cessation of payroll deduction.

Article 5.3 Notification of Dues Deductions

The College also shall send a spreadsheet in a digital format to the Union the names and identification numbers of bargaining unit members for whom payroll Union dues deductions are made and for whom no deductions are made due to not having an authorization card, having revoked union membership in writing, having left the bargaining unit, or having just commenced employment as a bargaining unit member with the College. The list shall be sent to the Union each payroll period.

Article 5.4 Indemnification

The Union shall indemnify and hold harmless the College, its officials, and its employees from any cause of action, claim, loss or damage incurred as a result of the College's deduction from employees pursuant to this Article, provided such deductions are done in compliance with this Article and provided that such indemnification and hold harmless provision does not include any legal fees that the College may incur. The Union assumes full responsibility for the disposition of monies deducted under this Article as soon as they have been remitted by the College to the Union.

ARTICLE 6 – FACULTY – EMPLOYMENT PROVISIONS

Article 6.1 Academic Freedom and Professional Responsibility

a) Purpose and Scope

The College and the Union support the free exchange of differing viewpoints, deliberation and debate, and the principles of academic freedom in the course of teaching, research, and publication, as well as intramural speech and extramural speech.

The parties recognize the principles of academic freedom impact working conditions of faculty and therefore affirm the following principles outlined below, based upon the 1940 Statement of Principles on Academic Freedom and Tenure affirmed by the American Association of University Professors and the American Association of Colleges and Universities:

b) Teaching.

Faculty are subject matter experts and entitled to freedom in the classroom in the course of teaching. To adhere to the scholarly and ethical standards of their disciplines, in encountering controversial matters, faculty are expected to focus on issues related to the subject matter they teach, and to present such material in a scholarly manner.

Faculty shall make every reasonable effort to foster honest academic conduct and to assure that their evaluations of students reflect the true merit of each student's academic work, while also demonstrating respect for students as individuals and adhering to their proper roles as intellectual guides and counselors.

c) Research and publications.

Faculty are entitled to full freedom in research and in the publication of the results, subject to the satisfactory performance of their other academic duties. Faculty have the right and responsibility to examine data and to question assumptions and will not be censored, exploited, discriminated against or harassed in the exercise of this academic freedom. Research for monetary return should be based upon an understanding with the College, as covered in Article 6.8 (Outside Employment – Procedures and Ethics Requirement). Faculty are expected to observe and uphold the ethical standards of their discipline in the pursuit and communication of scientific and scholarly knowledge.

d) Intramural and Extramural Speech.

Faculty are members of a learned profession. When they speak or write as community members on matters of public concern, including college policies, decisions, or governance, they will be free from institutional censorship or discipline, with the exception of violations of professional ethics, statements that suggest disciplinary incompetence, or violations of professional responsibilities.

Intramural Speech. To participate effectively in governance, protect academic freedom, and uphold the academic standards at the core of the College's mission, faculty members are free to speak truthfully, professionally, and factually, without institutional censorship or discipline, with the exception of violations of professional ethics, statements that suggest disciplinary incompetence, or violations of professional responsibilities.

Extramural Speech as citizens. College faculty are citizens as well as employees of an educational institution. When they speak or write as citizens, faculty shall have the freedom to address any matter of social, political, economic, or other interest, without institutional discipline, with the exception of violations of professional ethics, statements that suggest disciplinary incompetence, or violations of the professional responsibilities.

Faculty, as scholars, hold a special position in the community and the public may judge their profession or the College by their speech. Therefore, when they speak as private citizens, they should ensure their speech is accurate, respect the opinion of others, and acknowledges their speech is not associated with the College.

Intramural and Extramural Speech as Scholars. Faculty have obligations that derive from common membership in the community of scholars. This includes treating students, staff, colleagues, and the public fairly and with respect in discharging their duties and in accordance with this Agreement and College Policy. They respect and defend the free inquiry of associates and show due respect for the opinions of others in the exchange of criticism and ideas. They acknowledge academic debt and strive to be objective in their professional judgment of colleagues.

e) Preservation of Management Rights and Accountability in the Area of Curriculum and Academic Requirements

The parties acknowledge that nothing in this Article is meant to compromise or usurp the College's final authority to set curriculum or academic requirements for faculty that support the mission and vision of the College.

Article 6.2 Artificial Intelligence

The parties recognize that generative artificial intelligence in higher education is an evolving topic of mutual interest requiring collaborative study and evaluation. The topic is currently being explored by faculty with the support of their Division Directors and guidance from the VPAASS for their work in the classroom and management of students. The parties agree to revisit this Article in future negotiations as a mandatory topic of bargaining to evaluate and address as it may impact working conditions under the Agreement.

Article 6.3 Personnel Files

a) **Personnel File Definition.**

A personnel file is both the hard copy personnel file as well as the electronic personnel file that is maintained by the Human Resources Department. Pre-employment and professional references are considered confidential and not accessible, for inspection or copying.

b) **Personnel File Contents.**

The College will not place documents in the personnel file that are based on; or referencing:

- 1) Anonymous or unsubstantiated communication
- 2) Documents associated with grievance filings in accordance with Article 11 (Grievance & Arbitration)

c) **Modification of Discipline Notice from Personnel File.**

A faculty member has the right to attach a statement to any disciplinary letter in the personnel file. If discipline includes a professional improvement plan, documentation of completion of the plan will be placed in the personnel file.

d) **Notification.**

A faculty member shall be notified, in writing, if documented material reflecting negatively on the faculty member's professional qualifications, performance, or professional conduct is placed in the personnel file by the College, and provided with a copy.

If the College intends to utilize any material reflecting negatively on the faculty member's professional qualifications, performance, or professional conduct, the College will provide notice in writing to the faculty member, a copy of the materials, and afford an opportunity to respond to the material prior to the College making a personnel recommendation or decision based on these materials.

e) **Access to Faculty Personnel Files.**

- 1) With the exception noted above (6.3a), a faculty member shall have the right to examine their personnel file by appointment during normal business hours in the presence of a representative of the College, and, if desired, a member of the bargaining unit designated by the faculty member. A bargaining unit faculty member shall have the right to obtain a copy of all material in their personnel file, with the exception noted above (6.3a).
- 2) A designated member of the Union, having written authorization from the bargaining unit faculty member and in the presence of a representative of the College, may examine the personnel file of a faculty member if the examination relates to a filed grievance, grievance in preparation, or a written charge or charges against the bargaining unit faculty member by the College.
- 3) If, upon a personnel file review by a faculty member, anonymous or unsubstantiated materials are found to be in the current faculty member's file, faculty may request to have such material removed which shall not be unreasonably denied.

During the first year of the Agreement, the Human Resources department will exercise good faith efforts to audit current faculty personnel files to determine if anonymous or unsubstantiated materials are in current faculty personnel files and provide notification to the faculty member upon removing such documents.

Article 6.4 Health and Safety

Preamble

The College and the Union share an interest in maintaining a safe and healthy working environment with an expectation that faculty will be able to work safely, in a safe manner and to observe College rules, policies, and procedures.

a) Reporting

The College and faculty shall comply with applicable workplace safety laws, including, but not limited to reporting obligations. There shall be no retaliation against faculty who report unsafe working conditions in good faith.

b) Emergencies

An emergency preparedness plan shall be maintained and made available on the secured college website. In the event of an emergency that affects the operation of campus, or results in a campus closure, the emergency alert system will be utilized to notify faculty.

c) Crisis Management Team

The Chapter President or their designee will be invited to serve on the crisis management team conditioned on abiding by confidentiality protocols associated with maintaining campus security.

Article 6.5 Student Concerns

a) Student Concerns - Process

In the case of the need to respond to students who have filed complaints or concerns, as well as the need to respond to requests for faculty records under the Freedom of Information Act (FOIA) or MD Public Information Act (MPIA), the College agrees to comply with the following:

In response to student concerns that lead to consideration of faculty discipline, inclusive of allegations of harassment or discrimination, the College shall advise the student to the extent required by applicable law and notify the student of the provisions of confidentiality that are applicable and expected throughout the process.

b) Student Concern Resolution.

Resolving course concerns are an integral part of maintaining a productive and efficient learning environment for both instructor and students. The College will process academic complaints in accordance with the process outlined in the student handbook.

Article 6.6 Non-Credit Courses

a) Applications.

Faculty may apply and be considered for non-credit teaching opportunities with the College. Their application will be evaluated based on the merits of their proposal, the faculty member's current credit load, alignment with their current credit load schedule, and a satisfactory performance record.

b) Approvals.

Approval of applications for non-credit teaching opportunities will be evaluated by the Vice President of Academic Affairs and Student Services and the Executive Director of Human Resources.

c) Compensation.

Compensation will be based on the current non-credit pay scale.

Article 6.7 Faculty Absences & Expectations

a) Faculty Absence Process.

Faculty are expected to conduct all assigned classes unless the absence has been approved.

b) Notification.

Faculty are expected to give as much prior notice as feasible and seek approval with the appropriate Division Director. The faculty member, or their designee, if unable to do so themselves for medical or emergency reasons, shall notify the Division Director and Division Office Associate as soon as feasible. If neither of them is available, the faculty member, or their designee, shall contact the Office of the Vice President of Academic Affairs and Student Services.

c) Substitute Coverage.

Faculty are not responsible for recruiting a substitute for their class. Class coverage may be coordinated between the faculty member and the Division Director when it is feasible. The parties acknowledge that when a substitute faculty member is required, it is best practice is to secure a substitute with the requisite qualifications, skills, and experiences to cover the class if possible.

With the exception of extreme and unforeseen circumstances, a full-time faculty member shall not be compelled to serve as a substitute. If serving as a substitute, the full-time faculty member shall be compensated by the College as agreed upon in Article 8 (Compensation).

d) Class Cancellation.

Should a substitute not be identified or available, the Division Director shall cancel the class(es) from which the Faculty member will be absent. The Division Director, or their designee, shall post an official class cancellation notice on the door of all affected face-to-face classes.

e) Alternative Content.

When absent, a faculty member may provide an alternative means of instruction for a substitute for the originally scheduled class meeting. If an alternative means of content delivery has not been made available and the class meeting is canceled, the faculty member shall be responsible for covering the originally scheduled material with the students upon return.

f) Absence Tracking.

Faculty absences are to be recorded within the HRIS system and approved by Division Directors. (See Article 7 Leaves)

Article 6.8 Outside Employment – Procedures and Ethics Requirement

- a) Faculty are subject to the Maryland Public Ethics Law (Md. Code Ann. Gen Provisions §5-101) and Board Policy on Conflict of Interest. To protect faculty and the College from actual or perceived conflicts of interest, outside employment must be disclosed.
- b) The College considers full-time employment with the College to be the full-time and primary obligation of the faculty to the College. Members of the bargaining unit, however, may be employed outside of the College in any capacity, including consulting, in accordance with the following exceptions and procedures:
- c) Faculty may request to engage in secondary employment outside of the College provided it does not interfere with the performance of their assigned professional responsibilities as a faculty member and does not create a financial conflict with the College. Faculty are required to complete the approval form for outside employment found in the HRIS System.

- d) A faculty member may be subject to disciplinary action found in Article 6.10 (Just Cause and Progressive Discipline) if a financial conflict is determined or a failure to fulfill professional responsibilities related to outside employment occurs.
- e) For purposes of this Article, the College recognizes outside employment for a faculty member may include self-employment associated with creating, authoring, or consulting in their academic discipline.
- f) A faculty member may request consideration for use of instructional materials they create for use at the College and wish to offer in the College bookstore for commercial gain through a review process with the Division Director and VPAASS and subject to compliance with procurement and conflict of interest policies and Maryland Law.

Article 6.9 Faculty Emeriti/ae

a) Eligibility.

Faculty members holding the faculty rank of assistant professor or higher, may be a candidate for the title of Professor Emeritus or Professor Emerita with the appropriate rank or title if they have retired and they are found to have met the following additional criteria:

Retiring or resigning after a minimum of fifteen (15) years employed as a full-time faculty member;

- Has spent at least five (5) years at the rank of associate professor or has served at least ten years since receiving tenure as an assistant professor;
- Outstanding service to the College;
- Evidence of superior teaching
- A record of leadership among peers in areas such as instruction, professional development, college committee participation, and service to students and the broader college community.

In short, the candidate is a role model in the profession and epitomizes the characteristics of an outstanding professor.

The rank of Faculty Emeritus/a may be awarded posthumously using the eligibility criteria above and the processes below.

b) Selection Process.

The Office of the Vice President of Academic Affairs and Student Services compiles and distributes a list of eligible retired faculty members annually.

Eligible candidates must be formally approved for nomination by a simple majority of the full-time faculty in one of the teaching divisions in which the candidate has taught on a full-time basis. The nomination shall include information and data substantiating the candidate's excellent teaching and service to the College, consistent with the eligibility criteria above in this Article; section 1.

Procedural timelines for annual review should be established by the Faculty Affairs Committee for final approval by the Board.

If a division nominates an eligible candidate, the Faculty Assembly Chair will present it for a vote at Faculty Assembly. Approval by a simple majority of the Faculty Assembly will allow the nomination to go forward.

The Faculty Assembly Chair will then forward the nomination to the Vice President of Academic Affairs and Student Services and the President, along with the criteria supporting documentation.

Upon approval by the President, the recommendation(s) will be forwarded to the Board of Trustees. With the approval of the Board of Trustees, the title and related benefits and privileges of Emeritus/a will be conferred as identified in Board Policy.

Article 6.10 Just Cause and Progressive Discipline

Preamble

The College and the Union strive to create a safe work environment with clear expectations that uphold accountability for individual conduct and address misconduct and performance concerns that may disrupt that environment.

This Article shall supplement and shall not diminish the rights of the Union or the College as afforded under the law.

a) **Prior to Issuance of Discipline**

With the exceptions noted in d(2) below, faculty may be provided the opportunity to correct performance-related concerns or misconduct by working with their immediate supervisor through informal resolution, which may include but is not limited to: coaching, counseling, verbal correction, or support through the Employee Assistance Program. Informal resolution shall be with assistance from the Executive Director of Human Resources or their designee and provide notification to the Union at the discretion of the faculty member.

b) **Employee Assistance Program**

The faculty member may voluntarily access Employee Assistance Program (EAP) services offered by the College for assistance in addressing issues related to misconduct or to receive support throughout the process.

EAP referral may also be recommended or mandated by the College with the disciplinary action as deemed appropriate based on the nature of the offense.

c) **Issuance of Discipline**

If determined necessary, disciplinary action of misconduct or performance concerns will be taken in a timely manner and in accordance with just cause and due process rights. Unless the conduct is deemed severe and requiring immediate action, disciplinary action will be progressive, depending on the severity of the misconduct or performance concern, and may take the form of a verbal warning, written reprimand or performance improvement plan, disciplinary suspension without pay, or discharge from employment.

- *Time Limits.* The specific time limits for each stage of disciplinary review are provided. The term “days” means business days when 10-month faculty are not off contract. Unless extended by mutual consent in writing or by electronic means, the time limits specified herein shall be the maximum time allowed.
- *Abeyance.* During periods when faculty are off contract, proceedings will be held in abeyance unless the grievant requests in writing or by electronic means that the proceedings continue. Time held in abeyance will not be considered paid administrative leave time for the faculty member.
- *Due Process.* Prior to the issuance of any level of disciplinary action, the faculty member shall be provided notice of the alleged offense, an explanation of the available evidence, and an opportunity to respond and offer their own perspective to be considered in good faith. Copies of evidence will be provided upon request by the faculty member. Evidence will be released in compliance with privacy laws. The faculty member will be given the opportunity to respond to the evidence and offer their own to be considered in good faith.
- *Just Cause.* Just cause factors are fair notice, reasonable rule, investigation, fairness, proof, consistency, and appropriate discipline.
- *Union Representation.* In all matters of discipline, investigation of discipline, or when there is a reasonable belief that a meeting may result in disciplinary action, the faculty member shall be offered their right to have union representation, the specific reason for the meeting prior to the meeting, and given reasonable time to arrange for representation.

The right to Union representation extends to full-time faculty members that are witnesses in the investigation, with the College and the Union resolving any concerns of conflict or compromise to the investigation prior to the meeting.

- *Legal Counsel.* At all levels of the disciplinary process, the parties shall have the right to have legal counsel present at their own expense. A party who plans to bring legal counsel to a meeting shall so notify the other party.

d) Progressive Steps to Discipline

1. Disciplinary action shall be progressive. Progressive discipline refers to the process of using escalating measures when an employee fails to correct a problem after being given a reasonable opportunity to do so.
2. In cases of a faculty member's alleged actions that may constitute severe misconduct or seriously threaten health or safety, the College may choose to skip steps of progressive discipline to suspension without pay or separation from employment. While severe misconduct may require higher level disciplinary actions to be taken outside the order below, a faculty member's right to due process shall not be infringed in any case.

- *The Steps.* Disciplinary action for just cause may include verbal warning, written reprimand, suspension without pay, and discharge.
- *Verbal Reprimand.* The faculty member's immediate supervisor may issue a verbal reprimand following a discussion between the supervisor and the faculty member, in consultation with the Executive Director of Human Resources to ensure compliance with due process and this agreement.

Faculty members must be notified in writing or by electronic means that they have been verbally reprimanded after its issuance. Written documentation of a verbal reprimand is not a written reprimand.

- *Written Reprimand.* The faculty member's immediate supervisor may issue a written reprimand which may include a performance improvement plan following a private discussion between the supervisor and the faculty member, in consultation with the Executive Director of Human Resources to ensure compliance with due process and this Agreement. A written reprimand includes but is not limited to the nature of the misconduct or performance concern, an explanation of the available evidence, states the necessary corrective action or performance improvement plan, and the consequences of noncompliance with the corrective action. The written reprimand will be signed by the supervisor and copies forwarded to the faculty member and filed in the faculty member's personnel file in the Office of Human Resources. The faculty member will sign to indicate their receipt.

The faculty member may, within ten (10) business days from receipt of the written reprimand, provide a written response and request reconsideration. If the faculty member opts for the review, the nature and the timelines of the requested review are at the discretion of the supervisor, in consultation with the Executive Director of Human Resources to ensure compliance with due process and this Agreement.

- The faculty member may also file a grievance at Step 1 pursuant to Article 11 (Grievance and Arbitration) in the event the reconsideration is deemed unsatisfactory or in place of the written response and reconsideration process. The written reprimand process and the reconsideration period shall be considered part of Step 0 for the purposes of the timelines and procedures in Article 11 (Grievance and Arbitration).
- *Administrative Leave With Pay.* The College may place a faculty member on administrative leave with pay pending the outcome of its investigation. This step will not be taken unless suspension without pay or dismissal is reasonably anticipated to be a possible consequence of the investigated action or in non-disciplinary matters the College deems are warranted based on extenuating circumstances. This step may result in an initial disciplinary action above or below this step in progressive discipline, or no disciplinary action at all.

The faculty member's time spent on administrative leave and suspension without pay combined shall not exceed ninety (90) calendar days, unless specifically agreed upon by the College and the faculty member based on extenuating or unforeseen circumstances.

- *Suspension Without Pay.* The faculty member's immediate supervisor may recommend discipline beyond a reprimand to the Vice President of Academic Affairs and Student Services (VPAASS), with consultation with the Executive Director of Human Resources to ensure compliance with due process and this Agreement. The VPAASS will not act on the recommendation without providing the faculty member the opportunity to respond to the recommendation and offer relevant evidence regarding the charge.

After review, the VPAASS will determine what appropriate disciplinary action or follow-up action may be warranted, if any. If discipline is issued, the VPAASS will provide a letter of suspension or other discipline to the faculty member which includes the rationale for the decision with a copy filed in the faculty member's personnel file in the Office of Human Resources.

The faculty member may, within ten (10) business days from receipt of the letter of suspension, provide a written response and request reconsideration. If a response is not received from the VPAASS to the faculty member's written response and request for reconsideration within ten (10) business days, the faculty member may assume the decision remains unchanged.

The faculty member may also file a grievance at Step 2 pursuant to Article 11 (Grievance and Arbitration) in the event the reconsideration is deemed unsatisfactory or in place of the written response and reconsideration process. The written reprimand process and the reconsideration period shall be considered part of Step 0 for the purposes of the timelines and procedures in Article 11 (Grievance and Arbitration).

Nothing in this section prevents the VPAASS from independently issuing discipline without the recommendation of the immediate supervisor if deemed appropriate and within provisions of this Article.

The faculty member's time spent on administrative leave and suspension without pay combined shall not exceed ninety (90) calendar days, unless specifically agreed upon by the College and the faculty member based on extenuating or unforeseen circumstances.

- *Discharge.* A faculty member may be disciplined up to and including discharge by the President based on the President's decision, or upon the recommendation of the VPAASS or the Executive Director of Human Resources, in accordance with the Board of Trustee bylaws, Maryland law §16-104, and rights afforded under this Agreement. Copies of the discharge recommendation accompanied by supporting documentation will be provided to the faculty member and the Union.

The faculty member may, within ten (10) business days from receipt, provide a written response to the discharge recommendation along with a request for reconsideration to the College President, the Executive Director of Human Resources, and the Union.

The faculty member may also file a grievance at Step 2 pursuant to Article 11 (Grievance and Arbitration) in the event the reconsideration is deemed unsatisfactory or in place of the written response and reconsideration process.

If the faculty member submits a written response, the College president shall have fifteen (15) business days to uphold the decision to discharge or to revise the discipline imposed and notify the faculty member and the Union. If a response is not received from the President to the faculty member's written response and request for reconsideration within fifteen (15) business days, the faculty member may assume the decision remains unchanged. Copies of the upheld discharge recommendation or revised discipline accompanied by supporting documentation shall be provided to the faculty member, the Executive Director of Human Resources, and the Union.

Article 6.II Recording of Faculty as Reasonable Accommodation

a) Class Recording Designated as a Reasonable Accommodation

Faculty recognize that students, with reasonable accommodations under the law, may be permitted to record the class to the extent as stipulated in the accommodation. When that occurs, the College, through the disability support services division, will ensure that the student is aware of the following requirements:

- Recordings are for the sole purpose of the student's accommodation as delineated
- Recordings may not be shared with others, used for private gain, used to disparage the faculty member or other students in the class, and may not be publicly posted
- Recordings will be deleted at the conclusion of the semester

The student accommodation information will be shared with the faculty member in advance as allowed under FERPA in supporting the educational needs of the student.

Article 6.12 Student Advising and Faculty Mentoring

The parties will continue the current student advising and faculty mentoring pilot as established through an MOU agreed upon by the parties July 2024 through the terms of the current contract.

The parties agree that the advising and mentoring model has received positive faculty responses, but it is still in an early implementation and review stage. The parties agree that representatives of the advising/mentoring ad hoc committee will be invited to present an update to the joint labor management committee during each year of this Agreement regarding overall evaluation of the model and offer recommendations. Any changes that impact working conditions will be bargained between the parties.

Article 6.13 Role of Full-Time Faculty

a) The Role of Full-Time Faculty

The role of a faculty member combines the primary role of teaching, and service, scholarship, and professional development. Their role is the total professional effort, which includes but is not limited to: the time and energy devoted to class preparations, grading student work, student meetings, advising and mentorship, curriculum and program deliberations, scholarship, scholarly research, professional development, the committee work involved in the shared governance of Hagerstown Community College, assistance with external accreditation, and more.

The role of faculty generally falls into the following categories:

- general teaching responsibilities
- scholarship and professional development
- college or community service

b) General Teaching Responsibilities

Faculty are professionals and expected to be content area experts, and as such are expected to provide quality teaching in their areas of expertise. This may be demonstrated by the following:

- developing and designing assignments and class activities that stimulate student thought, support course objectives and promote effective student learning;
- developing methods of assessing student learning as specified in the objectives and providing timely feedback to students;
- treating students professionally and with consideration of their academic needs;
- communicating effectively with students by communicating what students are expected to learn, maintaining regular and substantive interaction, and conveying clear expectations;
- maintaining accurate attendance and scholastic records in accordance with FERPA and submitting required reports to meet deadlines;
- assigning and submitting final grades by established deadlines
- updating structure and design within individual sections of the same course to align with consistent criteria and legal requirements (e.g., federal accessibility laws, WCAG standards)
- maintaining course materials on the central learning management system for credit courses and other virtual platforms approved by the college
- meeting expectations as outlined on the job description for their position or identified by the Division Director in writing.

c) Scholarship and Professional Development

Professional development includes a range of activities, including maintaining current content-area knowledge, cultivating skills and materials related to pedagogy, engaging in scholarship, maintaining professional licensing or certification required to perform their job, training related to administrative duties, and in-service activities or other in-house professional development opportunities.

Maryland law specifically requires institutions of higher learning to provide ongoing pedagogy training for faculty in evidence-based best practices including training in in-person and distance education that meets the needs of students. For example, onboarding for new faculty includes materials that meets such professional development requirements:

- NEW FACULTY ORIENTATION GUIDE - Virtual training manual designed to support new faculty in their teaching at HCC
- D2L TRAINING FOR INSTRUCTORS - Self-paced, online course preparing for use of the central learning management system
- TEACHING IN THE COMMUNITY COLLEGE - Facilitated workshop for effective course management and best practices
- NEW FULL-TIME FACULTY GROUP MEETINGS - Cohort program for live training and support during the first year of service
- QUALITY MATTERS “Applying the QM Rubric (APPQMR)” - Live workshop with focus on design principles and alignment of course objectives

Participation in external professional development plays a role in faculty scholarship and the College will establish budgetary goals to support professional development to the extent possible and fiscally feasible. See Article 9 (Benefits), while also recognizing some of the examples below may not incur any costs.

Examples of external professional development and scholarship which may be considered include but are not limited to:

- attending conferences, seminars, or workshops;
- writing articles or books;
- graduate study or other relevant courses;
- internships, clinical practice, or academic research;
- performing/exhibition, etc.;
- practical or field work in technical fields;
- participating in a peer partnership project;
- reviewing articles or books for publishers or publication;
- participating in organized professional discussions with other faculty, such as learning communities or reading circles with internal and/or external faculty; and
- engaging in other projects agreed upon between the faculty member, their colleagues, and division director

d) Service

The extent and depth of college or community service by faculty is factored into the promotion criteria and is to be aligned with the College's strategic goals and elevating the institution.

Areas of college service may include departmental responsibilities, participation in shared governance, student mentoring, accreditation compliance processes, facilitation of faculty or staff development plans, program development and maintenance, and student-oriented activities and other areas as specifically designated in this Agreement. (See Article 4.8 Committees).

Areas of community service may include participation in community activities that support college efforts to build and sustain partnerships, work with external groups to maintain accreditation where needed for programs, and other community outreach efforts, with the exception of any service that may be deemed a conflict with the College's strategic goals or the faculty member's other duties as outlined in this Agreement.

In the course of college or community service activities, faculty can expect to utilize college communications platforms and will not be expected to share personal contact information. Faculty are expected to adhere to college procedures and follow the guidance of appropriate administrative leaders.

Article 6.14 Faculty Performance Review

Preamble:

The parties agree that annual review and periodic evaluation of faculty member performance for retention, promotion, and tenure are essential elements in maintaining the College's high standards for quality instruction and teaching effectiveness.

In the processes of completing probation, applying for tenure, and apply for promotions, faculty are evaluated through annual reviews, classroom observations conducted by their Directors, and student evaluation surveys, as well as through peer reviews conducted as a part of promotion applications. Faculty are also evaluated and review their progress in achieving their annual and ongoing goals in teaching, service, and professional development and set goals for the upcoming year with their Division Director.

Faculty Evaluation (Section B. below contains additional evaluative criteria for non-tenured faculty during the probationary period)

1. Supervisory Evaluation

Division Directors perform an annual supervisory evaluation of their full-time faculty members. The purpose of this evaluation is to provide the faculty member with information from a supervisory perspective, synthesize information from various components of the evaluation process, and assist in the development and implementation of the Annual Faculty Review and Professional Development Plan (ARPD¹) .

This evaluation will include: a self-reflection of the instructional year, a written report based on a classroom observation that is completed annually for non-tenured faculty and every three years for tenured faculty, a listing of the prior two semesters' student evaluations of teaching, and the supervisor's assessment of the faculty member's performance in meeting the full range of faculty duties, including professional development, and College and community service. See Article 6.13 (Role of Full-Time Faculty).

The ARPD¹ process also solicits feedback from the VPAASS.

Frequency May Be Reduced-Tenured Faculty

The frequency of supervisory ARPD¹ evaluations may be reduced at the discretion of the Division Director if the faculty member is tenured and receives consistently high student evaluations. The faculty member may request that performance reviews continue annually, subject to the Division Director's agreement.

¹ It is the intent of the parties to modify ARPD¹ to Annual Review of Professional Growth and Performance (ARPGP) by year 2 of the Agreement.

2. Student Evaluation of Faculty (SEOF) ²

Student Evaluation of Faculty (SEOF) shall be administered in order to support faculty self improvement, as well as to provide students the opportunity to provide feedback. Student evaluations shall be used in combination with other measures of teaching effectiveness, including classroom observation, to make administrative decisions (i.e. for mandated professional development and reappointment/dismissal.)

Process:

- SEOFs are completed at the end of each term for all courses with five or more students registered regardless of mode of delivery, and all scores are counted towards the average SEOF score for the semester.
- The SEOF instrument shall consist of a College-wide form that is compulsory for all evaluated courses except off-site commercial vehicle courses, which have their own evaluation form. Courses with a Lab or Clinical designation and online courses have an additional set of questions pertaining directly to the unique nature of those courses.
- The SEOF instrument is administered online by the Office of Planning and Institutional Effectiveness (PIE) staff prior to the end of the term. The PIE staff reports the results to the faculty member, Division Director, and Vice President of Academic Affairs and Student Services after grades have been submitted for the term.
- Directors review the scores of student evaluations with faculty in their divisions.
- In addition to semester review of SEOFs, Division Directors will also evaluate an aggregation of SEOFs to evaluate and consider patterns, anomalies, or variations based on modality of instruction. The aggregation of SEOFs may include up six (6) semesters of data.
- The faculty member may request that the Division Director regard SEOFs under different criteria when new instructional methods are being piloted.

A. This section applies to both nontenured and probationary faculty. Faculty progression - There is a three-stage progression for full-time faculty members: (1) initial probationary period (first two years), (2) non-tenured, (3) tenured.

Probationary Faculty

Directors work closely with non-tenured faculty who are serving in their initial probationary period.

- Length of probationary period - All new faculty members serve an initial two-year probationary period during which the faculty member will be evaluated each semester.
- Evaluation criteria may include student evaluations, classroom visitations, College and community service recognition, and an annual review by academic supervisors including the Division Director and the Vice President of Academic Affairs and Student Services.
- Extension of probation - The initial probationary period may be extended one year at the discretion of the Vice President of Academic Affairs and Student Services due to unsatisfactory performance. At the conclusion of the extended evaluation period, the Division Director and the VPAASS will make the decision to either retain or not retain the faculty member. The President must concur with the decision and recommend a Board of Trustees' personnel action.
- Completion of probation - The faculty member will be placed into the tenure track period upon successful completion of the initial or extended probationary period.

² It is the intent of the parties to modify SEOF to Student Survey of the Education Experience (SSEE) by year 2 of the Agreement.

Non-Tenured Faculty

After successful completion of the initial probationary period, faculty will serve a tenure track period prior to becoming eligible for tenure.

During the tenure track period, a faculty member will participate with the Division Director in an annual performance review (ARPDs) in the areas of:

Teaching Competence;

Professional Growth; and

Participation in College/Division/Community Service

During the annual performance review meetings, the Division Director will review, with the faculty member, the accomplishments in the three areas identified above.

In the Division Director's evaluation, areas of growth in any of the three areas will be described and corrective and supportive measures identified.

As a result of the performance review, a recommendation will be made regarding renewal of the faculty member's employment subject to appeal as outlined in Article 15 (Tenure and Promotion). Full-time faculty that complete an annual review with an overall performance that meets expectations will be renewed in their appointment for the ensuing calendar year, absent serious disciplinary concerns covered in Article 6.10 (Just Cause and Progressive Discipline) or layoffs as covered in Article 16 (Reduction in Force/Recall Rights).

Tenured Faculty:

During the annual performance review meetings, the Division Director will review, with the faculty member, the accomplishments in the three areas identified above.

A faculty member will participate with the Division Director in annual performance reviews (ARPDs) in the areas of:

- Teaching Competence;
- Professional Growth; and
- Participation in College/Division/Community Service.

In the Division Director's evaluation, areas of growth in any of the three areas will be described and corrective and supportive measures identified.

As a result of the performance review, a recommendation will be made regarding renewal of the faculty member's employment as outlined in Article Article 15 (Tenure and Promotion). Full-time tenured faculty that complete an annual review with an overall performance that meets expectations will be renewed in their appointment for the ensuing calendar year, absent serious disciplinary concerns covered in Article 6.10 (Just Cause and Progressive Discipline) or layoffs as covered in Article 16 (Reduction in Force/Recall Rights).

B. Performance Improvement Plan (PIP)

If a faculty member's performance is found to not meet expectations, PIPs serve as a mechanism for the supervisor and faculty member to collaboratively address a faculty member's skill deficits, performance issues, or failure to meet established expectations. If a faculty member's performance is deemed to "Not Meet Expectations" regarding faculty duties, then a PIP will be collaboratively developed by the Vice President of Academic Affairs and Student Services (VPAASS), Division Director, and Faculty member, with consultation with the Executive Director of Human Resources and Professional Development to ensure compliance with this Agreement.

The process associated with the development of the PIP must be fair, applied in a uniform manner for any such impacted faculty member, and address areas deemed deficient in the current year of performance. See Article 6.10 (Just Cause and Progressive Discipline).

The PIP will incorporate the following elements:

- specification of the faculty member's performance issues;
- establishment of measurable goals for ameliorating them by employing the SMART framework (Specific, Measurable, Achievable, Relevant and Time-Bound);
- delineation of a clear timeline including regular meetings to discuss progress and plan modifications if warranted; and
- identification of possible assistance and resources to support the faculty member if deemed appropriate.

The faculty member will be afforded regular written feedback, and a mechanism for response throughout the development, implementation, and completion phases of the PIP. The academic period covered by the PIP shall not exceed one academic year. Individuals on a PIP are not eligible to apply for tenure or promotion until the PIP is resolved.

An overall faculty performance rating of "Meets Expectations" shall constitute resolution of the PIP.

Article 6.15 Workload and Overload

Preamble:

The parties acknowledge that faculty responsibilities are fluid, varied and broad in scope often changing based on evolving content, technology and student needs and interests. Teaching and related activities constitute the primary responsibilities of faculty such as: developing new curricula, master classroom development, piloting new pedagogic delivery techniques and assessment tools, serving on college committees, participating in outreach activities in the community, presenting to faculty, engaging in student recruiting, advocacy, advising and mentoring, and professional development. All are vital to student achievement and institutional success.

A. Teaching Load

The base faculty teaching load shall be fifteen (15) credit-hour equivalents. For most faculty, this represents fifteen (15) hours and fifteen (15) credits of base load, since lecture or didactic hours, and labs (effective FY 27) are treated one-for-one in student contact hour to credit equivalency. The base faculty teaching load for the year shall be thirty (30) credits.

In accordance with the COMAR, credit hour is defined as follows:

CREDIT HOURS - A unit of measure applied toward the total number of hours needed for completing the requirements of a degree, certificate, or other formal award, which represents:

- a) a minimum of 15 hours (50 minutes each) of actual class time;
- b) a minimum of 30 hours (50 minutes each) of supervised laboratory or studio time;

- c) a minimum of 45 hours (50 minutes each) of instructional situations such as practica, internships, and cooperative educational placements;
- d) instruction delivered by instructional television (ITV) or other electronic media based on the equivalent outcomes in student learning of (a) above, and may include a combination of tele-lessons, classroom instruction, student consultation with instructors, and readings.

Faculty may teach courses in a variety of modalities (online, hybrid, in-person) to meet the thirty (30) CHEs per-year requirement.

1. Course Scheduling:

The College identifies creating class schedules in the Management Rights Article of this Agreement as fundamental to its mission and vision in serving the needs of students. The College acknowledges in its role and duty in creating class schedules the criteria such as the following are reviewed: historical data, student surveys, classroom availability, predictive analytics, modality, preventing overlap on student schedules, input and expertise of available faculty, and any other objectives determined by the President and the Board to best meet interests of multiple stakeholders.

In addition, Division directors will confer with faculty for their input and preferences on courses, schedule, and modality as it relates to assigning their teaching load in fulfilling the identified class schedule objectives for the academic year.

B. Overload

Overload—defined as teaching more than the base fifteen (15) credit load during a fall or spring semester—may be requested for each academic year by faculty according to the process and criteria listed below.

- **Process for Request:**

Faculty may request overload by completing and submitting a request for overload form to their respective Division Director by an established deadline, which will be referred to the Division Director and VPAASS when they determine a need for overload assignments.

Submitting the form does not prevent the faculty member from later withdrawing the request or declining the offer for overload.

Prior to accepting the assignment, the faculty member will be provided information about the overload assignment and the compensation.

- **Criteria for Review:**

Requests will be evaluated based on factors such as achievement of a satisfactory performance with a rating of “meets expectations” or its functional equivalent, in the most recent annual review, supervisor observations, semester and aggregate SEOs, supervisor observations, faculty observations, and completion of faculty duties by established deadlines.

The College will also evaluate and consider factors such as enrollment, student needs, workload concerns, and available fiscal resources and staffing.

- Exceptions

In order to preserve academic quality and strive for work-life balance and equity, the total assigned load of a full-time faculty member during the fall and spring semesters is not to exceed twenty-one (21) instructional credit hours per semester, unless special or emergency circumstances call for a waiver of the limit by the VPAASS.

The VPAASS, in consultation with the Division Director, may, at their discretion, evaluate outside of the general criteria for load: internships, tutorials, teach out responsibilities, applied music classes, capstones, non-instructional alternative assignments, program coordinator duties and other specialized offerings. These judgments are based on meeting overall program goals and needs of students.

If the work is not necessary to meet faculty load, such assignments remain voluntary.

Such assignments will be evaluated for load, overload or stipend compensated work.

See Article 14 Program Coordinator Compensation and Work Group.

C. Office Hours

During the fall and spring semester, faculty will schedule a minimum of five (5) regular office hours a week, inclusive of final exam week, which may be in person or virtually to best meet the needs and preferences of the student and also taking into account the faculty member's schedule and college commitments. Such information will be submitted to the Division Director for review and approval.

A faculty member may reschedule office hour time provided the scheduling is programmatically sound, the request is approved by the employee's Division Director, and the change is clearly announced to the students.

Faculty are expected to post office hours within the Contact Information module of each D2L class section, in addition to other areas where it would be accessible for student viewing including the syllabus, course welcome/orientation communications, physical office doors and within their virtual ConexED profiles.

Faculty are also expected to provide a current listing of office hours to their respective Division Director and Administrative Office Associate at the beginning of each semester.

Article 6.16 Intellectual Property

Preamble:

The College and the Union respect all provisions of U. S. Copyright law and recognize and encourage the intellectual scholarship and academic creativity of faculty as an inherent part of the profession which also supports the College's vision and mission.

If laws or regulations governing intellectual property or copyright conflict with any information in this Article, the parties acknowledge such laws and regulations take precedence.

A. Course Content- Work for Hire

Course content, inclusive of content uploaded to the College's learning management system, is considered Work for Hire when prepared in the scope of employment with the College or work that is specifically commissioned by the College for use by the College. Unless otherwise specifically exempted as outlined in this Agreement, the College is considered the primary owner of such course content solely for educational and marketing purposes in fulfillment of its mission and vision

"Works" – Intellectual property as defined or recognized by law and custom created or developed through the application of intellectual efforts by one or more persons.

B. Exempted Or Traditional Scholarly Work

The College defines traditional scholarly Work as:

- all forms of tangible art, including but not limited to paintings, pictorial and graphic works, sculpture, apparel and jewelry (not including software graphics or design elements), dramatic Works and performances (but not including videotapes, movies and other multimedia presentations not performed in a live setting), musical scores, choreographic Works, poetry, fiction, and nonfiction.
- instructional materials: textbooks, class notes, original written handouts created by faculty, written syllabi created by faculty, research proposals, in-person classroom presentation and instruction materials (separate and apart from software that may be used in such presentation).
- scholarly Works: scholarly articles, scholarly monographs.

C. Permissions And Other Uses

Faculty Permission to use Work for Hire—Course Content

A faculty member, who creates course content as stated above, may use such content to teach at another educational institution, provided the College is not identified in such materials, and recognizing that the faculty member is primarily responsible to the secondary employer to ensure no conflict exists or copyright infringement occurs if materials are modified in any way.

Intellectual Property—Commercial Use

If faculty create intellectual property while employed at the College that has marketable, monetary value and it was created using substantial college resources and then wishes to use that intellectual property for commercial gain, the faculty member would be required to request permission from the College as outlined in Board Policy to ensure compliance with conflict-of-interest laws that may apply.

Intellectual Property—Outside of Scope of Employment

The College shall not claim any ownership or share of the proceeds in IP created by faculty outside the scope of their employment if the creation of such IP did not include substantial use of college resources as defined below.

Intellectual Property—Sabbatical

The College shall not claim ownership in IP created by faculty on sabbatical leave unless otherwise agreed upon and expressly set forth between the College and the faculty member.

D. Substantial College Resources

Substantial College Resources is defined to include, but not limited to:

- Use of College funds or compensation to create the IP
- Use of College-owned facilities, materials or technological systems beyond those that are generally available to the public
- Assistance of one or more College employees or students
- Cash investments or cash purchases

E. Pre-Existing Works

Works developed and pre-existing at the time of employment or other relationship with the College shall not be deemed owned by the College. In the event of a dispute on whether a Work is pre-existing, the faculty member will provide reasonable evidence of the date of the creation of the Works.

F. Licensures And Ownership

License for Faculty Use Following Termination of Employment

Works created or developed by faculty and which Works are owned by the College shall, upon the termination of such individual's employment (or consultation agreement, as applicable), be subject to a royalty-free, fully paid, nonexclusive license in perpetuity for the former employee/consultant to use or display the Works for non-commercial purposes and to teach at another educational institution. This means that even though the College owned the Work created while faculty was employed, faculty are permitted to continue use for personal, educational and non-commercial purposes.

License of Intellectual Property

All Works created or developed by faculty and that are not owned by the College shall be subject to an irrevocable royalty-free, fully paid, nonexclusive license in perpetuity for the College to use or display the works. This license shall include the right to use all associated materials and documentation (such as syllabus and other material given to students), as well as the right to modify and amend, and to develop derivative uses, including use in contexts other than originally contemplated by the creators of the Work. This license shall include the right to make copies for use in scholarship, teaching, and research. This provides faculty as the creator to own the Work but the College has a license to use such Works for educational purposes, and such right is nonexclusive which means the faculty as the owner still can use the Work or license it to others.

G. Use Of College Name Or College Marks

Use of the College's name or the College's Marks in connection with a Work, other than by way of identification of the creator as a member of the faculty at the College, constitutes use of a valuable College asset, requiring separate prior specific written permission from the College. Use of the College's name or the College's Marks can affect the reputation and academic standing of the institution and the value of the College's Marks, and can constitute a misuse of a public resource in certain situations. Faculty may not participate in the creation or use of works that might give the impression of College sponsorship unless there is specific written permission from the College. Any uses of the College name or the College's Marks (other than to identify the creator by their title at the College) in connection with a Work created by a member of the faculty must be approved in writing in advance by the College.

Article 6.17 Credit Load Banking

For purposes of this Article, credit load banking is a means by which faculty may earn load credit for teaching assignments beyond their fifteen (15) credits per semester.

The College has a paramount responsibility to offer an instructional program that meets the needs of students and class scheduling is consistently based on full-time work of faculty carrying a load of fifteen (15) credits per semester. However, the College recognizes that some exceptions may be evaluated based on unique or extenuating circumstances of faculty. Consequently, the College outlines a credit load banking pilot for the duration of the first contract, based on the following:

Faculty may request credit load banking based on the following criteria and procedures:

1. Based on an identified specific or unique need, faculty may request to bank up to six (6) overload CHEs per semester in lieu of compensation in that semester, to be used within two (2) years after approval, with the understanding banking is not intended to substitute a full working semester for the faculty member.
2. Faculty who request to bank credits must make their intention known in writing at the time overload is requested, identifying the semester for banking and the semester for deferral.
3. The College may limit the number of approved requests based on meeting the needs of the program, students or due to operational constraints.

4. Under this agreement, faculty acknowledge and agree to defer using or being paid out for the banked time for up to two (2) years after it has been earned.
5. Faculty requests to use banked credits will be reviewed by the Division Director and subject to approval of the VPAASS. The request of faculty will be considered and evaluated based on meeting student needs, the department, staffing needs and the College. After two years from when they are earned, banked credits must be paid out.
6. Banked CHEs must be paid out in the case of retirement.
7. The College shall create and maintain a tracking system to comply with the provisions of this Article.

Article 6.18 Course Minimums and Maximums

In accordance with the overall mission and vision of the College, the President and the Board determine program offerings based on need and enrollment. To best support the needs of students and maintain consistency in appropriate staffing, the College is committed to the following course minimums with allowances for exceptions as noted below, and contingent on funding.

Barring extenuating circumstances, courses advertised as available for enrollment will be offered based on a minimum of five (5) enrolled students. Less than 5, the College reserves the right to cancel the class, unless the College determines that the class is needed to allow for a student(s) to graduate which it may then designate as a tutorial with corresponding compensation based on the tutorial rate of pay.

Course maximums are determined by the College based on the overall needs of the College and may be evaluated based on a variety of factors such as instructional needs, equipment availability, accreditation requirements, health and safety, modality, student needs and interest, available staffing and input from faculty. The College acknowledges offering larger classes in lieu of additional sections or accelerated courses is not standard practice but reserves its right to do so when it is beneficial to the College, faculty or the students.

As determined by the College, a small number of additional students beyond the course cap may either be placed in an open section, placed in a new section created to meet demand, enrolled in an accelerated term course in a later start date that term, or, if necessary, over-enrolled in the desired section.

If the over-enrolled course is part of a faculty member's load, they must accept the new assignment. If the over-enrolled course is part of their overload, however, they may state their preference not to teach the course, which will be honored if the College has time to reassign the class.

Article 6.19 – Academic Work Year

A. Faculty Work Week

Faculty are salaried exempt professionals, and therefore their primary duties may not always be accomplished within a regularly scheduled work week or work day. However, the typical work week for full time employment at the College is based on 37.5 hours per week. The expectations of on campus presence are identified within this Article as well as identified in provisions for being on an approved leave.

B. Academic Work Year

The academic calendar is established by the Board each year, subject to modifications by either the President or the Board.

As the College develops the annual academic calendar, good faith efforts will be employed with the intent to provide faculty at least two (2) business days for grading after the last scheduled days of final exams.

The normal faculty work year for ten-month faculty begins on the first day of fall faculty in-service and runs through the corresponding date in June of the following year (e.g. if Fall faculty in-service is on August 20, then the work year ends on June 20 the following year). Faculty are expected to attend mandatory College functions, meetings, and professional development through the end of their scheduled work year, and be available on-site, unless otherwise approved as a telework option in E. below or through approved leave.

Job-related work that fits the mission, vision, and goals of the College may be off-campus or outside the regular work day. Arrangements accommodating changes in work location or adjusting the work day will be discussed and approved with the Division Director, based on the best interests of the College and students.

Faculty will not be expected to be on campus during the period between Fall and Spring semester except for workshop week in January.

The College shall make good faith efforts not to schedule mandatory meetings starting the week after graduation until the end of May. If a mandatory meeting or training is scheduled during this time frame, a virtual option will be provided if feasible, or options in June prior to the end of the contract year will be considered.

C. Faculty In-Service:

Faculty in-service is generally scheduled for five (5) days before the Fall and Spring semesters.

In order to provide faculty with as much concentrated blocks of time for class preparation as possible before the Fall and Spring semesters, the College will make good faith efforts to schedule mandatory meetings/trainings in concentrated blocks of time on the workshop calendar, versus scattered throughout the week and also consider scheduling mandatory meetings/training in June as stated above in B.

D. Commencement/Honors Convocation

Faculty are required to attend Commencement and Honors Convocation and wear academic regalia. Any absences must be approved by the VPAASS and submitted in the HRIS system. The College will rent academic regalia for faculty who do not have it.

E. Telework

The College has developed a telework policy which may allow for some telework opportunities up to two (2) days per week applied during the faculty member's contract year.

Faculty may request to telework subject to approval by the Division Director and in accordance with criteria outlined in Board Policy and IT guidelines. Telework requests will be evaluated based on the faculty member's satisfactory performance as a professional, effectively meeting the needs of students, identified needs of the Division or the College and teaching schedules.

Telework is not considered a substitute for dependent care or to allow secondary employment or non-work activities during the regularly scheduled work day. See Article 6.8 (Outside Employment).

Decisions regarding the approval, denial or revocation will be made fairly, equitably, and based on work-related factors and needs of the College.

The teleworker is expected to be reachable and available during normal scheduled working hours to their immediate supervisor, VPAASS, and the President, with the understanding that if they are unreachable due to a work responsibility, their schedule of availability is known to their Division Director.

If the President or the VPAASS identifies a meeting during the contract year that happens to fall on a pre-approved telework day, the faculty member will adjust their schedule accordingly with their Division Director in order to attend.

ARTICLE 7 – LEAVE PROVISIONS

a) Purpose

The College provides the following leave benefits for faculty. See the Article 6.8 (Faculty Absences) for details on the procedures for faculty absences due to the use of leaves.

b) Accrual of Sick Leave

Faculty accrue 7.5 hours of sick leave per month of employment. Sick leave may be accumulated from year to year with no limitations. Faculty accrue sick leave while on sick leave. Faculty do not accrue sick leave while on leave without pay, unless the faculty member is protected under FMLA.

c) Family and Medical Leave Act (FMLA)

The Family and Medical Leave Act (hereafter FMLA) entitles employees to take unpaid leave for specified family and medical reasons inclusive of intermittent leave if eligible. The College supports these rights and provides these procedures for implementation.

d) Annual Leave

Faculty are not eligible to accrue annual leave.

e) Sick Leave

Faculty may use sick leave for any of the reasons and under the same conditions that are set forth in the Maryland Sick and Safe Leave Law. Faculty may use sick and safe leave under the provisions of the FMLA.

When a faculty member has been on sick leave for three (3) consecutive work days, they will be required to submit a physician's statement to Human Resources upon return to work. If the physician's statement is not submitted the absence may be considered as an unauthorized absence without pay.

Sick leave may be used in thirty (30) minute increments for any class period or office hours that are missed. Sick leave used for a full day is reported as 7.5 hours used.

All benefits continue to be in effect during sick leave and the faculty and college contributions to benefits and accrual rates continue.

Sick leave earned at other institutions is not transferable to Hagerstown Community College.

- **Safe Leave.** Sick leave may be used if the absence from work is necessary to take care of legal, medical, or related issues stemming from domestic violence, sexual assault, or stalking committed against the employee or a family member. This is termed safe leave. Faculty are not required to disclose the reason for the use. See the Article 6.8 (Faculty Absences) for details on the procedures for faculty absences.
- **Sick Leave for Personal Reasons.** Sick leave may be used for personal reasons, which is intended for situations not covered by sick leave or other types of leave. It may be used at the discretion of the faculty with approval of the Division Director and cannot exceed more than two (2) consecutive days. Sick leave for personal reasons lasting longer than two (2) consecutive days may be approved by the Executive Director of Human Resources and it will be evaluated based on factors such as: no conflict with the faculty member's teaching schedule, meeting responsibilities during the contract year, and frequency of requests. Faculty are not required to disclose the reason for the use. See the Article 6.8 (Faculty Absences) for details on the procedures for faculty absences.
- **Unused Sick Leave.** Upon separation of employment, faculty in the Maryland State Retirement and Pension System (MSRPS) may be eligible to apply unused sick leave to creditable service per MSRPS guidelines. Unused sick leave cannot be used to determine your eligibility to retire. Faculty members who retire from the College and who were hired before July 1, 2003, may cash out up to a maximum of 200 days or 1500 hours of accumulated sick leave at a specified rate of pay for each accumulated sick day. (See Article 7.3 Sick Leave Bank).

f) Unpaid Leave

Leave without pay may be approved by the Executive Director of Human Resources.

After using all appropriate sick leave and exhausting FMLA, a faculty member with at least one year of service may request an extended period of leave without pay. Requests for extended leave for a maximum of ten (10) business days will be considered in the event of critical circumstances or an unusual situation that requires the faculty member's absence.

Other employment while on leave without pay status may result in cancellation of the leave or termination of employment unless such employment has been an approved condition of the leave.

Faculty on approved extended leave without pay can consult with the Office of Human Resources about the impact on their benefits and insurance coverage and the options available to them.

Faculty returning from leave without pay are reinstated to the same position provided that they are still qualified to perform their former duties, they are available for assignment immediately following the expiration of the leave, and the college is not under reduction in force status. They must work for a minimum of one (1) year upon return before becoming eligible to request unpaid leave.

g) Intermittent Leave

The College abides by the Maryland Flexible Leave Act, the FMLA, and other relevant state and federal laws when it comes to the need to use intermittent leave.

Article 7.I Bereavement Leave

For purposes of bereavement leave, the following definitions apply.

a) Death in the Immediate Family

Immediate family includes:

A spouse	Brother (includes step, half or in-law)
Child (includes step and foster)	Sister (includes step, half or in-law)
Parent (includes step and foster)	Mother or Father-in-law
Any individual for whom an employee has been assigned legal responsibility or guardianship	Any person residing as a member of the employee's household
Aunt or Uncle	Grandchildren (including step)
Niece or Nephew	1st - 3rd Cousins
Grandparent (includes step, half, or in-law)	Wards, guardians and foster children who do not reside in the employee's household

The parties acknowledge that if the legal definition of spouse for any reason changes, the parties will reopen this article for bargaining.

b) Leave Allowance

Employees are granted up to four (4) days of paid bereavement leave for immediate family members for each occurrence. Up to two (2) days of paid bereavement leave are granted to employees for other family members for each occurrence.

The employee may request additional leave time, which may be granted by the immediate supervisor.

c) Relationship

Employees may be required to provide the name of the deceased family member, the date of death and funeral date, and the relationship with the deceased family member.

d) Death of a Colleague or Friend

Employees are required to provide the name of the deceased person and the date of the funeral. Between one-half and one full day of paid leave, as needed depending on funeral time and distance, is granted for each occurrence.

Article 7.2 Sabbatical Leave

Preamble

Sabbatical leave is an important part of a comprehensive college professional development program for faculty, which contributes to the scholarly growth and effectiveness of educators.

Approval of sabbatical leave proposals will be evaluated based on the merits of the proposals

a) Eligibility

Full-time tenured faculty member who has served the College for six (6) or more years.

b) Term

Sabbatical leave may be for a half or full year with good faith efforts to provide funding as determined by the Board.

c) Purpose of a Sabbatical

Sabbatical leave may be offered for the pursuit of formal graduate level study which may be, associated with an advanced degree as well as training, research, creative work, industry experience or professional writing related to the faculty members duties or other activities that would mutually benefit the faculty member and the College.

d) Pay During Sabbatical Leave

Sabbatical leave may be paid or unpaid.

- An unpaid sabbatical would meet all of the rationale that applies to a paid sabbatical in regard to a unique professional development opportunity, but the faculty member requesting that sabbatical leave may accept short term employment with another entity during the sabbatical.
- A paid sabbatical leave would be either a full salary for one semester or half salary for a full year.

e) Application Process

Eligible faculty are required to submit a written sabbatical proposal to the appropriate Division Director for initial assessment at least ninety (90) days in advance of the proposed start of the leave. The Director submits the request to the VPAASS who then forwards the request to the President. The President must recommend the sabbatical leave to the Board of Trustees for approval.

f) Content of Proposal

The written sabbatical leave request is to address the following questions:

- What is the specific professional development plan for the requested leave? What does the faculty member expect to accomplish?
- Why is a sabbatical needed to accomplish the desired outcomes? If the request is for more than one semester of leave, identify why a full year's leave is needed.
- How is this activity valuable to the College? Include a statement that demonstrates how the leave request is compatible with the work of the College as represented in its mission, vision, and strategic goals.
- In addition to a written self-evaluation report of the proposed leave activities, are there other tangible outcomes of your leave (for example, new curricula) that would be of particular benefit to your professional colleagues or students?
- The granting of a paid sabbatical includes a financial commitment by the College to continue an employee's salary and benefits as specified above. If additional financial assistance is requested of the College to support the sabbatical, this information must be explicitly stated in the leave proposal.

g) Conditions:

One sabbatical may be granted to a qualifying employee in a seven (7) year span. Upon completion of a sabbatical, faculty are required to:

- 1) prepare a written self-evaluation report to the VPAASS and the Division Director concerning the sabbatical accomplishments, how the accomplishments will be implemented in the faculty member's program or for the College;
- 2) meet with the President, and may be invited to a Board meeting to review the sabbatical accomplishments and plans for implementation at the College;
- 3) commit to full-time college service for 2 years for a half year sabbatical; 3 years for a full year sabbatical. If the faculty member is not able to provide the identified years of service after returning from the sabbatical, the faculty member is required to reimburse the College for the full or pro-rated gross salary paid during the leave time. The College may waive this provision if the College offers a retirement or early out incentive plan for employees.
- 4) commit to full time college service for 1 year for an unpaid sabbatical.

h) Entitlement

A faculty member on sabbatical leave will be entitled to receive any increments of salary and other benefits for which the employee would normally be eligible from the regular full-time service. Time spent on sabbatical leave shall be counted as regular service as it applies to retirement. Sabbatical leaves and one or two-semester leaves of absence without pay (unpaid sabbaticals or mutual consent leaves) will be counted as years in rank toward promotion. However, a leave of absence without pay will not be counted towards eligibility for future sabbaticals.

Article 7.3 Sick Leave Bank

a) Purpose

The College offers an employee Sick Leave Bank to serve as a depository into which participating employees may donate accrued sick leave time for allocation to other participating employees in order to support them when they face a major health crisis.

b) Definition

A serious health condition is defined as a condition of the employee that renders the employee unable to perform his or her job functions. The serious health condition must be certified by a health care provider. A health care provider is defined as any professional performing within the scope of their practice as defined under state regulations issued by the U.S. Department of Labor.

c) Eligibility

All faculty employed by the college for at least one year may elect to participate in the Sick Leave Bank. Faculty who elect to participate do so by donating 7.5 hours of sick leave during that year's open enrollment period to the Sick Leave Bank. Applicants for use of banked sick leave must be a contributing member of the sick leave bank that year. Membership in the sick leave bank does not guarantee that each request for banked sick leave will be granted.

d) Criteria

The following criteria applies for faculty participation in the sick leave bank:

- Faculty are required to exhaust all accrued leave prior to requesting additional leave from the sick leave bank.
- A thirty (30) calendar day waiting period is required before any Sick Leave Bank benefits may begin. The waiting period runs concurrently with FMLA, if applicable based on faculty eligibility.
- Days drawn from the Sick Leave Bank in addition to the sick leave days taken shall not exceed 60 consecutive calendar days. Faculty may be eligible for long-term disability after 90 consecutive calendar days if all conditions are met in accordance with the long-term disability policy.

- Compensation is based on the per diem pay for faculty members with current insurance rates maintained as an active employee.
- College-provided benefits continue during use of the sick leave bank at the cost to faculty at the current active rate.
- The College retains the right to limit the number of sick leave days that can be withdrawn per fiscal year.
- Employees do not retain ownership of any days they contribute to the Employee Sick Leave Bank and have no right to withdraw those days once contributed, nor do employees owe any days to the Bank once used.

e) Confidential

All requests associated with the Sick Leave Bank are treated as confidential.

f) Dissolution of the Sick Leave Bank

In the event the Sick Leave Bank is discontinued by the College for fiscal or operational reasons, a one-year notification will be provided to the Union with restoration of contributed days provided back to faculty based on their prior two years of donated days, if days are available to restore to all members.

Article 7.4 Jury Duty and Court Leave

It is the civic duty as a citizen to report for jury duty whenever called. If called, the employee must notify their immediate supervisor.

Faculty shall be granted paid leave for jury duty for the time they missed with pay for the period they are required to be in court and traveling time. Faculty are required to submit the court stipend to the Finance Office after completing jury duty.

Faculty members are expected to return to work if they are released.

Faculty will not be eligible for paid leave for court appearances unless summoned due to no fault of the employee and on behalf of the College.

Article 7.5 Military Leave

The College (1) will provide to eligible faculty, military leave for reserve training with any branch of the U.S. Armed Forces and (2) provide military leave for active military duty to eligible employees in accordance with The Uniformed Services Employment and Reemployment Rights Act (USERRA) of 1994 federal statute. Faculty should consult with the Office of Human Resources for the procedures in advance of leave.

Article 7.6 Holiday Leave

Faculty who are normally scheduled to work on the day the holiday occurs get paid holiday leave. Faculty are not eligible to receive holiday pay when on an unpaid leave of absence, or is off during a non-reporting time. Only those days designated as official holidays which are approved by the Board of Trustees are days observed by the College and during which the College is officially closed.

Article 7.7 Organ Donor Leave

The College complies with the state of Maryland and Organ Donation Leave laws.

Article 7.8 Administrative Leave

The College may elect to put a full-time faculty member on paid administrative leave pending the outcome of an investigation or disciplinary process. See also Article 6.10 (Just Cause and Progressive Discipline).

Article 7.9 Professional Leave

A faculty member may be granted leave with pay for the purpose of attending on- or off-campus approved professional development.

Article 7.10 Worker's Compensation

The College complies with the State of Maryland Workers' Compensation laws.

ARTICLE 8 - COMPENSATION

Article 8.1 Salary Scale

The College will strive to maintain a competitive and sustainable salary scale consistent with available fiscal resources and in compliance with federal and state laws and regulations pertaining to wage and hour practices.

In support of this goal, the College agrees to the following 13.11% adjustment to the Faculty Pay Scale:

Previous Scale FY25

FY25			
Rank	Minimum	Midpoint	Maximum
INSTR	\$53,045	\$68,959	\$84,872
ASST PROF	\$59,410	\$77,234	\$95,057
ASSOC PROF	\$67,728	\$88,046	\$108,365
PROF	\$79,919	\$103,895	\$127,870

Scale Effective FY26

FY26	
Rank	Faculty Pay Range
INSTR	\$60,000 - \$96,002
ASST PROF	\$67,200 - \$107,523
ASSOC PROF	\$76,608 - \$122,576
PROF	\$90,397 - \$144,640

Article 8.2 Salary Increase

In addition to the above 13.11% faculty pay range adjustment, the College agrees to the following salary increases to base pay outlined in Article 8.2 retroactively applied September 1, 2025. Increases in pay over and above base salary as identified within Articles 8.5-8.11 are effective prospectively upon ratification. Article 8.4 Promotions will be implemented retroactively to September 1, 2025 upon settlement.

Effective FY26, faculty will receive a 5% salary adjustment on their FY25 current salary. If the increase does not meet the minimum of the new range within the current rank of the FY26 scale, the faculty member's salary will be adjusted to the minimum of that rank.

FY27, faculty will receive a 3% salary adjustment to base pay.

FY28, faculty will receive a 3% salary adjustment to base pay, with contingency.

FY26	FY27	FY28
5%	3%	3% contingent on reopener as stated below

For FY28, should revenue fall below the levels necessary to implement a 3% increase to base salary for eligible faculty, the College shall provide a 2% increase to base salary for eligible faculty and immediately notify the Union of the rationale of the decision inclusive of the status of projected revenue and budget conditions.

Note: Rates for overload, third semester teaching, substitute pay and applied music for FY28 will be adjusted in accordance with the final percentage as outlined above.

Faculty that are hired mid academic year will be eligible for a pro-rated salary increase for the subsequent following year.

Article 8.3 Criteria for Initial Placement – New Hires

For initial placement of salary and rank of a new hire, a new faculty member's experience will be evaluated by the Executive Director of Human Resources, the Vice President of Academic Affairs and Student Services, subject to the approval of the President, and will use the following criteria to guide the evaluation of the salary and rank offer:

- A. One year of experience may be given for each year of prior college teaching experience that is directly related to the assignment.

- B. Credit may be given for prior non-college educational experience, which may include teaching and related business, industrial or other activities that represent skills and experience relevant to the offered position, credited on a ¾ to 1 basis.
- C. Up to five years of credit may be recognized for each year of related prior experience as a graduate teaching assistant and an adjunct instructor based on the experience being as the instructor of record. Fifteen (15) teaching credit hours will be equal to one-half year of credit and thirty (30) teaching credit hours will equal the maximum of one year of experience.
- D. An evaluation of faculty with like credentials and experience in the discipline, will be considered and evaluated to prevent salary compression and inversion to the extent possible.
- E. At the time of appointment, the College may grant rank beyond Instructor based on acknowledgment of relevant service credit directly in the field.
- F. Graduate credit hours or CEUs earned in a field related to the teaching appointment beyond the minimum for the rank and position are reviewed and considered as outlined in the Article 16 on Promotion and Tenure. Faculty who have completed a terminal degree relevant to their teaching discipline are not required to complete additional graduate credits or their equivalent.
- G. The College reserves the right to deviate from the above based on market demand, extraordinary or unique experience or skills or when deemed necessary to meet the goals and objectives for program offering as determined by the President. Hiring bonuses will be considered an option if feasible to further support the goal of preventing salary compression and inversion to the extent possible.
- H. Criteria that guided the College's decision regarding the new hire's specific salary offer and rank will be documented in the hired faculty member's personnel file.
- I. The parties recognize the importance of conducting an overall compensation study of the current faculty pay scale prior to the end of this Agreement, and thereafter every five (5) years. The scope of the work is to evaluate and assess maintaining a competitive and sustainable compensation scale, factors of salary compression and inversion and comparable market data.

For the compensation review, the parties agree to form by February 1, 2028, a joint work group of six (6) individuals, three (3) appointed by the Union and three (3) appointed by the College, jointly chaired. The co-chairs will determine dates to convene prior to the end of the Agreement, with the understanding that the compensation review and study will conclude ninety (90) days prior to the end of the Agreement.

- J. Tenure designation of faculty is administered by the Board in compliance with its statutory duty under Maryland law.

Article 8.4 Promotional Increase

Bargaining Unit members qualifying for promotion as identified in Article 8.16 shall receive a 15% increase which shall not be offset by the salary adjustment for that year of 3% or less, meaning a maximum increase would not exceed 18%.

Example:

Instructor FY25 Salary	\$70,000.00
15% Increase of FY25	\$10,500.00
3% Increase of FY25	\$2,100.00
Proposed new salary	\$82,600.00

Upon ratification, the above formula for promotion will apply and be effective commencing with the FY26 promotions and retroactive to September 1, 2025.

Article 8.5 Overload

Overload teaching assignments are voluntarily accepted assignments by a unit member in excess of their regular work or teaching load as defined in Article 6.15 (Workload and Overload).

Faculty shall be paid:

FY26	FY27	FY28
\$990/Credit Hour	\$1020/Credit Hour	\$1040/Credit Hour

Article 8.6 Third Semester Teaching

Note: Credit Load Banking does not apply to third semester teaching. Third semester teaching assignments are voluntarily accepted by the faculty member.

RANK	FY26	FY27	FY28
Instructor	\$990	\$1020	\$1040
Assistant Professor	\$1000	\$1030	\$1050
Associate Professor	\$1040	\$1070	\$1090
Professor	\$1090	\$1120	\$1140

Article 8.7 Tutorial and Independent Study

No. of Students	1 Credit	1.75 Credits	2 Credits	2.25 Credits	2.75 Credits	3 Credits	3.5 Credits	3.75 Credits	4 Credits	5.25 Credits
1	\$280.50	\$280.50	\$280.50	\$280.50	\$280.50	\$280.50	\$327.25	\$350.63	\$374.00	\$490.88
2	\$280.50	\$327.25	\$374.00	\$420.75	\$514.25	\$561.00	\$654.50	\$701.25	\$748.00	\$981.75
3	\$280.50	\$490.88	\$561.00	\$631.13	\$771.38	\$841.50	\$981.75	\$1,051.88	\$1,122.00	\$1,472.63
4	\$374.00	\$654.50	\$748.00	\$841.50	\$1,028.50	\$1,122.00	\$1,309.00	\$1,402.50	\$1,496.00	\$1,963.50

Article 8.8 Applied Music Instruction

Faculty teaching (AMI) will be paid \$250/Credit hour per student. This rate will be adjusted for the FY 27 and FY 28 in accordance with the salary adjustment in Article 2.

Article 8.9 Alternative Assignments

- A. Alternative assignments are considered by VPAASS and the Division Directors and offered to faculty on an annual or semester basis for assignments, if needed, to support the mission of the College or specific needs of students.
- B. Such positions are recommended by the Vice President of Academic Affairs and Student Services, and subject to the approval by the President.
- C. Compensation is offered as determined by the specific needs and scope of the assignment and may range from 1-3 credits or based on stipend allocation for the specific project. Release time may be considered on a case-by-case basis.
- D. The formula for determining the minimum number of work hours for a given alternative assignment is as follows: For a three credit-hour equivalent of release time, a faculty member would receive the total hours for the semester as 7.5 hours (3 hours x 2.5) x the number of weeks in the semester (15). Consequently, a faculty member would be expected to devote 112.5 hours/15 weeks/semester to the alternative assignment for a three-credit teaching reduction.

- E. Faculty members who complete an alternative assignment are required to complete a form verifying and confirming completion of the task or project.
- F. Acceptance of Alternative Assignments is voluntary. The alternative assignment will count as part of faculty load, or as a stipend, as overload compensation at rates detailed in Article 8 (Compensation), or as a course release, where applicable, subject to guidelines for Load, Overload, and Overload Banking in this Agreement.

Article 8.10 Non-Credit Courses

Faculty teaching non-credit courses will be paid at the Board approved Non-Credit Instructor rate of the temporary pay scale. See Article: 6.6 Non Credit Courses

Article 8.11 Substitute Teaching

Faculty that are substitute teaching for another faculty member.

FY26	FY27	FY28
\$42/Hour	\$43/Hour	\$44/Hour

Article 8.12 Master Classrooms and Quality Matters (QM) Certified Courses

- A. **Master Classrooms:** For the creation of Master Classrooms by a faculty member, the College will assign an instructional designer to work directly with each faculty member to prepare for the process. The instructional designer will ensure that all course materials, assignments, and assessments meet the relevant criteria. After the process is officially concluded, faculty will be paid a \$300.00 stipend.
- B. **QM Certified Courses:** For the QM certification of approved Master Classroom templates, the College will assign an instructional designer to work directly with each faculty member to prepare for the review process. The instructional designer will ensure that all course materials, assignments, and assessments meet the QM rubric criteria. During the process, faculty are expected to attend one synchronous Zoom meeting with the review team, thereafter, provide clarification upon request of the Master Reviewer. If further amendments are needed to pass the review, an instructional designer will support faculty with those updates. After the process is officially concluded by QM, faculty contributions will be acknowledged with a \$500.00 stipend..
- C. The stipends identified above in section A are distributed for the initial development of a Master Classroom template and may be split based on the size of each development team. If major revisions to the template are required, during the 3-year review cycle, an additional stipend may be awarded. Stipends for course development is contingent on current budget availability. If budget concerns occur, the College will honor compensation that has been offered to faculty who have begun the work.

Article 8.13 Compensation Bonus for Publishing or Creative Contribution in the Arts:

As an institution of higher education, the College values and supports scholarly research and creative contribution in the arts of faculty seeking to excel in their respective academic fields. Faculty who publish in a recognized professional journal in their content area or present original work in a juried exhibition or performance, inclusive of a peer review process, are eligible to receive a bonus of \$2,000 for individual publishing/exhibition/performance; \$1,000 for co-publishing/co-exhibiting/performing and will be recognized in the annual College publication and acknowledged by the President at Colloquium. Note: Notice of this accomplishment may be submitted to the Public Relations & Marketing Office by the faculty member or division director.

Faculty interested in this option will first submit their proposal for consideration to their respective Division Director and VPAASS for review of the journal or venue, with final approval by the President.

Article 8.14 Pay Schedule

Faculty will be paid every two (2) weeks and are paid over 12 months, (26 pays). Faculty shall participate in the College direct deposit program through the HRIS system upon hire.

Note: Effective July 1, 2027 the option of a pay schedule allocated over 20 pay cycles will be discontinued to align with the operational infrastructure of the HRIS system.

Article 8.15 Bonus for Retirees/Early Notification

Faculty with at least fifteen (15) years of service as a full-time faculty member at the College who are eligible for retirement can receive a retirement bonus of \$1000 added to their final paycheck provided, they notify the College of their intent to retire on or before October 1 of the same academic year they intend to retire. For example, if an eligible faculty member notifies the Human Resources Department on or before October 1 of their intent to retire June 30 of that same academic year, their final paycheck will include the \$1000 bonus.

Article 8.16 Faculty Notice of Assignment

Notice of Assignment. Prior to the beginning of the academic year, every faculty member may access information about their position and their compensation package (i.e., salary and benefits) for the forthcoming academic year through the HRIS system.

ARTICLE 9 – BENEFITS

Preamble

The College recognizes that a benefits plan for faculty is an integral part of offering an overall industry competitive compensation package and provides a benefits program as outlined below.

Article 9.1 Health Insurance: Medical, Dental, and Vision

The college provides a comprehensive group health plan to faculty and their dependents that includes medical, dental, vision, prescription, life insurance, an employee assistance program and a flexible spending account.

Annually, the college offers contributions toward basic medical and dental insurance coverage at the individual faculty member level, as well as contributions toward all levels of dependent coverage.

The College’s amount paid of the Total Cost of the Faculty Fixed Amount for FY26:

Benefit Tier	College Contribution % of total cost of premiums	Faculty Contribution % of total cost
Employee	90%	10%
Employee +Children	89%	11%
Employee +Spouse	89%	11%
Family	89%	11%

*Payroll deductions are taken on a pre-tax basis

FY26 Contributions:

FY26	Renewal Contributions				
Contribution Tier Active 12 months	Total Cost Active 12 months	Employer share \$	Employer share %	Employee monthly \$	Employee monthly Impact
Employee only	\$900.27	\$810.24	90%	\$90.03	\$19.76
Employee + Child(ren)	\$1,620.50	\$1,442.25	89%	\$178.26	\$23.67
Employee + Spouse	\$1,890.58	\$1,682.62	89%	\$207.96	\$27.61
Family	\$2,970.91	\$2,644.11	89%	\$326.80	\$43.40
Monthly Total	\$367,942	\$328,423	89%		
Annual Total	\$4,415,306	\$3,941,074			

The College's FY26 dental and vision insurance subsidy will remain unchanged from the FY25 plan year.

FY26 Dental:

FY26	Renewal Contributions			
Contribution Tier Active 12 months	Total Cost Active 12 months	Employer share \$	Employer share %	Employee monthly \$
Employee only	\$34.64	\$31.75	92%	\$2.89
Employee + Child(ren)	\$72.72	\$64.94	89%	\$7.78
Employee + Spouse	\$62.35	\$53.24	85%	\$9.11
Family	\$103.88	\$90.87	87%	\$13.01
Monthly Total	\$14,331	\$12,626	88%	\$1,705
Annual Total	\$171,973	\$151,513		\$20,460

FY26 Vision:

FY26	Renewal Contributions			
Contribution Tier Active 12 months	Total Cost Active 12 months	Employer share \$	Employer share %	Employee monthly \$
Employee only	\$6.71	\$6.16	92%	\$0.55
Employee + Child(ren)	\$12.41	\$11.21	90%	\$1.20
Employee + Spouse	\$15.43	\$13.93	90%	\$1.50
Family	\$20.40	\$18.88	93%	\$1.52

Article 9.2 FY27 & FY28 Medical, Dental, and Vision Benefits Reopener

The parties will reopen this Article of the Agreement and enter into negotiations to evaluate the plan and associated insurance costs, as well as the employer/employee cost share for FY27 and FY28 with specific focus on dependent coverage. Bargaining shall commence by November in each year, and meet monthly or more often as needed and determined jointly by the chief negotiators to reach agreement by May 1st for a July 1st implementation. Such agreement will be incorporated as an addendum to the contract.

Article 9.3 Eligible Dependents

Eligible dependents are defined as:

- Spouse: married by legal ceremony. The parties acknowledge that if the legal definition of spouse for any reason changes, the parties will reopen this article for bargaining.
- Child(ren): Biological, adopted, step, or legal dependents up to age 26 regardless of student, financial, and marital status. Coverage for a dependent child will terminate at the end of the month in which the child turns age 26.

Article 9.4 Open Enrollment

Open Enrollment is an established time period for faculty members to make changes to their benefit plan choices for the following plan year. Changes are effective at the start of the new plan year (July 1st). The benefits plan year runs July 1 through June 30.

Faculty may change plan choices only during the annual open enrollment period unless there is a qualified change-in-status event that impacts eligibility and the change is allowed under the terms of the insurance contract or plan document. Once the open enrollment period is over, selections may not be changed unless there is a “qualifying status change” as permitted under IRS regulations. Examples of these changes include:

- Marriage
- Birth or adoption of a child
- Divorce or legal separation
- Death of a spouse or dependent child
- Change in employment status of the faculty member, spouse, or dependent caused by loss of or commencement of employment, increase or decrease in hours of employment, or switch between full-time and part-time status
- Number of covered dependents due to birth, death, adoption, or legal guardianship; or reaching maximum age

In all cases, faculty notify Human Resources of a change of status within thirty (30) days of the event and submit new enrollment information. Failure to notify Human Resources of a change in family status may result in a denial of coverage. Documentation for any type of change is required.

Article 9.5 Flexible Spending Accounts

The College offers faculty the option to deposit pre-tax dollars as a payroll deduction for either or both medical and dependent care FSA. Faculty, in turn, can be reimbursed for out-of-pocket medical/dental/vision-related and dependent care expenses as defined by the Internal Revenue Service.

Article 9.6 Retiree Health, Dental, and Vision Insurance

Faculty at the College may choose to enroll in retiree health insurance upon retirement provided they meet the criteria listed below. Retirees and their spouse receive a subsidy from the College toward the cost of the group health insurance plan, subject to annual review by the Board of Trustees. Medicare A&B becomes the primary coverage when eligible and the Medicare supplemental plan, United American Plan, becomes secondary.

Retirees are eligible to participate in the group health plan based on the following criteria:

- A minimum of 10 years of consecutive service with the College if age 65; or 15 years if age 55
- Note: A tier 2 will be evaluated as part of the benefits reopener to consider a category of 12 years of service ages 60-64 for FY27 implementation
- Active in the plan at time of retirement
- Dependents active at time of retirement if dependent coverage is elected

The benefits include:

- Medical
- Prescription
- Dental
- Vision discount plan – Only available if dental coverage is elected
- Basic Retiree Life

Contribution Rates are based on the following consecutive Years of Service Tiers:

- 10-14 Years of Service receive a 40% subsidy
- 15-19 Years of Service receive a 50% subsidy
- 20+ Years of Service receive a 60% subsidy

The above is effective for the term of the CBA, subject to annual review by the Board of Trustees of the trend data provided by the Colleges' insurance consultants.

Article 9.7 Basic Life and AD&D Insurance

The College provides eligible full-time faculty with Life and AD&D insurance in the amount of \$50,000—at no cost to the faculty member with a 50% reduction at the age of 70.

Evidence of Insurability is not required.

The College provides Life insurance for eligible dependents of full-time employees—at no cost to faculty.

- Spouse: \$5,000 benefit
- Children age 6 months up to age 26: \$2,000 benefit
- Children age 14 days to 6 months: \$500 benefit
- Children under age 14 days: not eligible

If the benefit is not elected when faculty are first eligible, future enrollment will be subject to Evidence of Insurability.

Upon resignation, a faculty member will be offered the opportunity to convert the life insurance policy from a group policy to an individual policy at the faculty members expense.

Eligible faculty may voluntarily enroll into supplemental life insurance at rates of \$10,000 increments up to a maximum of the lesser of \$250,000 or 5x Salary. If faculty choose to take more than \$150,000 in life insurance, a personal health statement is required.

Article 9.8 Long-Term Disability Insurance

The College provides long-term disability benefits to full-time faculty at no cost to the faculty. Generally, these benefits provide 60% of gross salary replacement after ninety (90) consecutive days of total disability with a maximum monthly benefit for up to two full years. This benefit ceases upon loss of active full-time employment with the college.

Article 9.9 Other Insurance

Faculty may enroll in other voluntary insurance products offered by the College on their terms through payroll deduction.

Article 9.10 Notification of Changes to Insurance

Should the benefits provided herein be changed by any law or regulation or if there are any changes to the cost or network of any provision of the health insurance plan or dental insurance plan, as negotiated in this agreement, the College shall notify the Union immediately and negotiate the effects of the change with the union.

Article 9.11 Retirement Plans

Faculty who are eligible for the state retirement system may choose either the Maryland State Retirement and Pension System (MSRPS) or one of two Optional Retirement Programs (ORPs): TIAA-CREF and Fidelity. Faculty who are not eligible for the state retirement system may choose one of two Optional Retirement Programs (ORPs): TIAA-CREF or Fidelity.

Article 9.12 Tuition Waiver

The College does not charge tuition or general college fee for faculty and eligible dependents for credit classes at HCC up to maximum of seventy (70) credits. Most Noncredit courses are offered to faculty and eligible dependents at a discounted rate. All waivers are based on seat availability and the approval of the supervisor and the VPAASS.

Article 9.13 Campus Benefits

Faculty members shall have access to library materials available on campus. They shall receive a bookstore discount of 10% allowed on all purchases over \$5. They may use fitness center during posted hours.

Article 9.14 Parking

Parking is free for faculty in all parking lots, excluding reserved spaces.

Article 9.15 Faculty Use of College Vehicles and Liability Coverage

a) Use of College Vehicles

When faculty use a College vehicle or use a personal vehicle for College business, they are required to follow Board policy and the College's procedures and training requirements. The following indicates the liability coverage in those cases:

- When a faculty member, with permission, is using a college owned vehicle within the scope of their employment and is not grossly negligent in conduct, the College's liability insurance coverage provides primary coverage in the event of an accident or injury.
- When a faculty member, with permission, is using their own personal vehicle, in the scope of their employment duties, their auto insurance is considered primary for submitting a claim for damage or injury. The College's insurance coverage would respond providing coverage for the College in the event of a lawsuit which names both the faculty member and the College.

b) Torts Claim Act

The College complies with Maryland law, referred to as the local government tort claims act, which states that community colleges shall provide for its employees a legal defense in any action that alleges damages resulting from tortious acts or omissions committed by an employee within the scope of their employment. With the exception of acts where the employee acted with actual malice, a person may not execute a legal action of a tort against a faculty member while acting within the scope of their employment.

Article 9.16 Faculty Resignation and Retirement

a) Notification of Separation

- Faculty members desiring to terminate an employment with the College shall give notice not later than April 1, if they plan to leave at the conclusion of the academic year, or November 1 if they wish to terminate upon completion of the fall semester. Faculty may request a waiver of this requirement only in the case of hardship or in a situation in which they would be denied substantial professional advancement. Such waivers will not be unreasonably denied. It is expected that faculty members will complete a semester which has already begun when feasible. (See Article 8.15 Compensation for Early Notice Incentives at Retirement.)
- A faculty who is resigning in good standing, or retiring, will be provided five working days to remove their personal belongings from their office or other relevant campus locations with access provided to those areas. Additional days may be requested for extenuating reasons.
- When faculty separate employment with the College under less than favorable terms, out of an abundance of caution, exit procedures will be implemented through Human Resources and Campus Security, to ensure safety and with the goal of providing professional courtesy to the extent feasible.

b) Exit Process

Faculty shall return all College-owned property on their final day of employment and in compliance with the exit and clearance process established by the College through the Human Resources Department.

c) Intellectual Property

In the event of a faculty member's departure from the College, their intellectual property, including scholarly, creative, pedagogical, and other original works, shall be governed by Article 6.16 (Intellectual Property) of this agreement.

d) Other Privileges

Members of the bargaining unit who retire in good standing based on the College's policies for retirement shall be eligible for the following benefits:

- Upon request, a courtesy ticket to attend graduation, and recognition in the program
- Use of the campus library and college offered recreational facilities without cost
- Free admission to Campus Events
- After the retiree has separated employment for 45 calendar days, upon request and agreement to follow relevant IT policies and security training, use of an HCC email account.

ARTICLE 10 – PROFESSIONAL DEVELOPMENT/TUITION REIMBURSEMENT

Article 10.1 Professional Development

Faculty are encouraged to take steps to increase their knowledge, skills and overall effectiveness in the workplace by participating in approved employee non-credit professional development programs. In return, the College will make good faith efforts to make appropriate resources and funding available to faculty who request to attend an off-campus job-related training and educational seminar, workshop or course, in addition to on-campus group professional development programs.

Article 10.2 Tuition Reimbursement

The College supports employees in the pursuit of academic degrees, professional certifications and additional coursework to benefit their careers in higher education.

The College provides educational assistance through tuition reimbursement for job-related programs or courses of study at accredited colleges and universities and certification preparation classes. Eligible faculty may receive this benefit for up to fifteen (15) credits per fiscal year. The College will reimburse the faculty member at the average cost of University of MD annual tuition rates, calculated each academic year.

Faculty are required to seek approval prior to registering for the course.

Article 10.3 Eligibility

- Employed in a regular full-time position.
- Coursework is above the Associate's level.
- Coursework is relevant to higher education.
- Coursework is from an accredited college or university.
- Faculty has successfully completed one (1) year of satisfactory performance in their current role.

Article 10.4 Application Procedures

Faculty can apply by completing the following three forms located in UKG.

- Tuition Assistance Pre-Approval Form
- Tuition Assistance Request Form
- Tuition Reimbursement Payback Agreement

If a faculty member does not complete the course and takes an incomplete, they are not eligible for reimbursement until the course is completed.

Reimbursement is provided within budgetary provisions set by the Board of Trustees. If funding is not available for the eligible faculty member's reimbursement of educational expenses, the College must notify the faculty member before registration or tuition deadline.

ARTICLE II – GRIEVANCE PROCEDURES

Article II.1 Purpose

The College and the Union recognize the importance of establishing a prompt, efficient, orderly, and fair procedure for resolving disputes and complaints. The purpose of the grievance procedure is to provide for the processing of a claim of grievance and secure an appropriate resolution at the lowest possible level.

Article II.2 Scope

No informal resolution of a grievance shall compromise or contradict the provisions of this Agreement unless deemed non-precedent setting, and upon mutual agreement of the parties.

The resolution of individual grievances without Union participation must be consistent with the terms of this Agreement.

Neither party is obligated to accept the recommendation of the mediator.

Article II.3 Definitions

a) Grievance

The term “grievance” refers to when a faculty member in the bargaining unit or the Union alleges breach(es), misinterpretation(s), or improper application(s) of the provisions of this Agreement by the College. In accordance with Maryland law, a faculty member in the bargaining unit has the right to present grievance without the intervention of the Union, but the Union has the right to be present during any meeting involving a grievance or its adjustment. The Union may participate in a grievance with the agreement of the faculty member documented by written or electronic means.

b) Class-Action Grievance

A class-action grievance is when a dispute concerning the breach(es), misinterpretation(s), or improper application(s) of the terms of this Agreement that directly affects three (3) or more bargaining unit members is claimed by the Union. Such matters automatically advance to Step 2 of the Grievance Procedures.

c) Union Grievance

A Union grievance is when the Union on its own behalf alleges the breach(es), misinterpretation(s), or improper application(s) of the provisions of this Agreement by the College on an institutional level or in circumstances alleging a violation of Union rights. Such matters automatically advance to Step 2 of the Grievance Procedures.

d) Grievant

A grievant is the Union, a bargaining unit member, or a group of bargaining unit members who has/have been affected by the subjects of a Union grievance, a grievance, or a class-action grievance.

e) Time limits/Days Defined

In computing any time limits specified under this Article, the specific time limits are strictly construed as the maximum time allowed unless otherwise mutually agreed upon to be modified. The time limits begin when the event giving rise to grievance occurs or after the full-time faculty member reasonably should have known of the event giving rise to the grievance.

The term “days” means working days within the 10-month faculty academic work year. The Union reserves the right to request that grievance proceed outside of the academic work year and will provide such requests by written or electronic means to the College for consideration.

In the event of the failure to comply with the time limits on the part of the grievant, the grievance shall be considered as having been withdrawn. In the event of the failure to comply with the time limit on the part of the College, the grievance shall automatically advance to the next step of the grievance procedure, except that nothing herein shall be construed to automatically advance a grievance to the Arbitration Step.

Neither party will require that a grievance be advanced or withdrawn without first notifying the other party and asking if the other party intends to request an extension.

f) Delivery

For purposes of this Article, “submitted” means delivered in person to the office of the appropriate person, as set forth in the relevant section of this Article, mailed to that person by certified mail (return receipt requested through the United States Postal Service), or emailed, if mutually agreed upon by the parties and verification of receipt acknowledged.

g) Meeting

For purposes of this Article, meeting is defined as in-person or held virtually with the goal of offering flexibility to ensure compliance with timelines if necessary.

h) Designee

For purposes of this Article, designees may be used to ensure compliance with timelines, or to address a conflict of interest if applicable. If a designee is used, notification will be provided to the other party.

Article II.4 Alternative Dispute Resolution

At any time during the grievance procedure, the parties may, by mutual agreement, attempt to resolve the grievance through an Alternative Dispute Resolution (ADR) process, such as Mediation. ADR processes shall be considered a hold harmless proceeding. If such an option is exercised, the time limits for processing the grievance shall be held in abeyance.

Costs: With the exception of a grievant not represented by the Union, all costs incurred shall be shared equally by the parties. If the Union is not party to the grievance, the Union is not obligated to share in the costs incurred by the parties.

Neither party is obligated to accept the recommendation of the mediator.

No ADR resolution of any grievance shall be inconsistent with the terms of this Agreement, unless mutually agreed upon by the parties and deemed non precedent setting.

Article II.5 Class-Action Grievance

By mutual agreement between the College, the Union, and the aggrieved faculty members, multiple grievances involving the same set of underlying facts may be combined as a class-action grievance. The grievance is submitted by the Union directly to the Vice President of Academic Affairs and Student Services (VPAASS), with a copy to the Executive Director of Human Resources, within thirty (30) business days after the event giving rise to the grievance or after the Union reasonably should have known of the event giving rise to the grievance. The processing of such grievance shall begin at Step Two (2).

Article II.6 Union Grievance

The grievance is submitted by the Union directly to the Vice President of Academic Affairs and Student Services, with a copy to the Executive Director of Human Resources, within thirty (30) business days after the event giving rise to the grievance or after the Union reasonably should have known of the event giving rise to the grievance. The processing of such a grievance shall begin at Step Two (2).

Article II.7 Step 0: Informal Resolution of Grievances

The grievant will first seek to resolve a grievance with their immediate supervisor, if relevant, within ten (10) days of when they knew or should have known of the breach(es), misinterpretation(s), or improper application(s) of the provisions of this Agreement by the College. If, after attempted informal resolution, the situation remains unresolved, the grievance shall be processed in accordance with the steps in this Article.

No informal resolution of a grievance shall compromise or contradict the provisions of this Agreement unless deemed non-precedent setting, and upon mutual agreement of the parties.

Article II.8 Written Presentation of Grievances

All written grievances presented at Steps 1 through 3 of this Article shall be signed by the grievant, include a description of the incident(s) leading to the grievance, set forth the specific provisions of the Agreement alleged to have been violated, and the specific relief sought.

Article II.9 Step One

If informal resolution is not successful, the grievant shall initiate a formal grievance by submitting a formal written grievance to their immediate supervisor within ten (10) working days of the completion of the attempted informal resolution of the grievance. A copy shall be sent to the Executive Director of Human Resources. Upon receipt of the written grievance, the immediate supervisor shall schedule a meeting with the grievant to be held within five (5) days after receiving the written grievance.

The immediate supervisor shall attempt to determine the facts pertaining to the grievance and shall notify the grievant of their answer in a written decision no later than five (5) days from the date of the Step One meeting, with a copy to the Union.

Article II.10 Step Two

In the event the grievance is not satisfactorily adjusted at Step One, the grievant may, within ten (10) days after receipt of the Step One answer submit a written appeal of the Step One decision to the Vice President of Academic Affairs and Student Services (VPAASS) with a copy sent to the Executive Director of Human Resources. The VPAASS shall schedule a meeting with the grievant to be held not later than five (5) days after receipt of the Step 2 appeal. The VPAASS will submit a written decision to the grievant(s) within ten (10) days after the Step 2 meeting with a copy to the Union.

Article II.11 Step Three

In the event the grievance is not satisfactorily adjusted at Step 2, the grievant, within ten (10) days after receipt of the Step 2 answer, may submit a written grievance appeal to the President with a copy to the Executive Director of Human Resources. The President shall review the grievance and submit a written answer to the grievant within ten (10) days of receipt with a copy to the Union. (note: removed for cases involving dismissal/suspension without pay).

The President may schedule a meeting with the grievant within ten (10) days of receipt of the appeal, and, if this option is exercised, the President will submit a written decision within five (5) working days of that meeting to the grievant with a copy to the Union.

Article II.12 Step Four – Arbitration

If the grievance is not satisfactorily resolved at Step 3, the Union, within its sole discretion, shall decide whether or not particular grievance shall be submitted to arbitration within forty-five (45) working days after receipt of the Step 3 answer. The Union shall indicate its intention to demand arbitration by submitting the demand to the President with a copy to the Executive Director of Human Resources and Chief Counsel for the College.

If a timely demand is made, the College and the Union will promptly submit the dispute to the arbitration process.

a) Selection of the Arbitrator

The arbitrator may be selected by mutual agreement of the parties. If the Union and the College are unable to agree upon the selection of an arbitrator within fifteen (15) days the parties will submit the grievance for arbitration to the American Arbitration Association to be processed under its Labor Arbitration Rules. Representatives of the College and the Union shall request the American Arbitration Association to supply them with a list of up to five (5) names from which they will select an arbitrator. In cases significantly involving academic freedom, the College and the Union agree to request an arbitrator with specific experience or expertise in higher education, recognizing that neither party has authority over an outside organization.

Unless otherwise mutually agreed, the Union and the College will review the provided list of names and proceed with the striking off process within five (5) days after receipt of the list of arbitrators.

b) Jurisdiction of the Arbitrator

In rendering a decision, the arbitrator has the authority to remedy the issues submitted and shall be bound by the provisions of this Agreement. Where a grievance is based upon an alleged violation of procedures contained in this Agreement, the arbitrator's authority shall be limited to requiring compliance with the procedures mandated by this Agreement.

The decision of the arbitrator, within the jurisdiction and authority outlined in this Agreement, shall be final and binding on both parties.

The arbitrator shall have no authority to resolve any issue not submitted to them.

The arbitrator shall have no authority to add to, subtract from, change, or modify any of the terms or provisions of this Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein.

In cases involving dismissal and discipline for cause under Article 6.10, the arbitrator shall render an opinion as to whether or not the dismissal or discipline was for just cause. This does not preclude the Arbitrator from ruling on matters that are deemed beyond the scope of the agreement or dismissed based on procedural errors.

c) Fees and Expenses

The College and the Union shall each bear its own expenses in the arbitration proceedings, except all fees and expenses of the arbitrator shall be equally divided between the parties.

ARTICLE 12 – NO STRIKE/NO LOCKOUT

a) No Strikes

In accordance with Maryland law, the Union shall not in any way, directly or indirectly, authorize or engage in a strike.

b) No Lockout

In accordance with Maryland law, the College is prohibited from and shall not engage in a lock out of faculty.

ARTICLE 13 – JOINT LABOR MANAGEMENT COMMITTEE

- a) Purpose.** To provide a means for communication between the parties and to promote positive and collaborative employee-employer relations, the College and the Union establish a joint Labor-Management Committee to discuss contract administration and any related issues that may arise during the term of this Agreement.
- b) Members.** The College and the Union shall each appoint up to three (3) members to serve on the joint Labor-Management Committee (LMC). The LMC will be co-chaired by the Chapter President or their designee and one of the members appointed by the College. The LMC will be established for the terms of the contract, commencing after the initial ratification and subject to further negotiations for successor agreements.
- c) Meetings.** The meetings shall be scheduled at a mutually agreed upon time and location by the co-chairs with the expectation to meet a minimum of once each quarter with additional time as mutually determined by the co-chairs. The co-chairs shall exchange proposed agenda items at least one (1) week prior to each meeting and shall circulate to the committee at least two (2) days prior to each meeting.
- d) Term.** The members, including the co-chairs, shall serve for one (1) year, with substitutes to replace members/co-chairs allowed based on unique or extenuating circumstances. It is encouraged that members and co-chairs, for continuity and focus of purpose, serve more than one term where feasible.

e) **Scope of the Committee**

- The joint LMC is not intended to serve as a subset of negotiations, and has no authority to change, delete, or modify the terms of the CBA.
- The joint LMC has no authority to process or resolve grievances or be a substitute for the grievance procedures established with the CBA.
- The joint LMC is not a venue to address or usurp topics that are associated within the purpose and scope of established shared governance committees, although the joint LMC may discuss the recommendations of ad hoc and standing shared governance committees and their impact as they relate to employee-employer relations, contract administration, and related issues.

ARTICLE 14 – PROGRAM COORDINATOR COMPENSATION AND WORK GROUP

- a) The position of Program Coordinator is available for faculty to serve in designated academic programs based on the needs of the department as approved by the VPAASS or as required by external accrediting bodies.
- b) During FY 26, the parties agree to form a joint working group of ten (10) individuals: five (5) appointed by the College and five (5) by the Union, jointly co-chaired by the College and the Union. The scope of the work group will be to issue recommendations to the College and the Union for consideration by both sides in reopened contract bargaining on such topics as identified in D below.
- c) Reopened bargaining shall begin on or before March 1, 2026 whether or not recommendations have been reached by the committee in order to allow the negotiating teams to evaluate status and schedule check-points for future meetings to conclude on or before June 30, 2026 for a July 1, 2026 implementation.
- d) The work group will evaluate the role and essential duties, such as equity in pay, workload and release time; accreditation requirements; maintenance of equipment, materials, and special spaces if applicable; the nature of their budgeting role; the special work related to clinicals, labs, and studios; the size and nature of the program; the work of mentoring part-time faculty; student headcount and full-time equivalencies (FTE); number of certificates/degrees; staff support and clerical work required; duties necessary during the summer terms; and any other relevant factors as determined by the co-chairs.
- e) The meetings shall be scheduled at a mutually agreed upon time and location by the co-chairs with the expectation to meet regularly with additional time as mutually determined by the co-chairs. The co-chairs shall exchange proposed agenda items at least one (1) week prior to each meeting and shall circulate to the committee at least two (2) days prior to each meeting.
- f) For FY 26, Program Coordinators will remain eligible to earn release time or compensation using the same hourly conversion formula (1 credit = 37.5 hours) as for Alternative Assignments and such assignments will remain unchanged for FY 26.
- g) If the parties are unable to reach consensus on the recommendations of the joint working group, the topic will revert to an independent topic of bargaining for both parties as it may relate to compensation or workload. The College and the Union respect the work of the work group and acknowledge in good faith and will defer to the consensus of the recommendations; however, the parties equally acknowledge they are not bound to the consensus for bargaining or ratification purposes.

ARTICLE 15 – TENURE AND PROMOTION

Preamble:

In accordance with Maryland law, each board of trustees has the statutory duty to award tenure. Nothing in the Article is intended to compromise or usurp this duty.

Faculty hired at the Instructor rank into Career Programs positions will have a minimum of a Bachelor's degree in their teaching field or Associate's in their teaching field with demonstrated competency in teaching field.

It is expected that faculty hired at the Instructor rank into Transfer Program positions will have a minimum of a Master's degree or its equivalent in graduate credit hours.

1. Initial Faculty Probationary Period

All new faculty members will serve an initial probationary period of two (2) years. During this initial probationary period, the faculty member will be evaluated based on meeting identified expectations. Comprehensive criteria during this probationary period will include student evaluations, classroom observations, professional development, college and community service recognition, and an annual review (such as the ARPDP) and mid-year check-in by the appropriate Division Director, who makes a recommendation to the VPAASS. During the first semester employed, faculty will have a check-in at the start to submit goals to their supervisor. See Article 6.14 (Faculty Evaluation) for evaluation standards, processes, and timelines.

Minimum length of the probationary period:

- (a) Faculty hired at the rank of Instructor, Assistant, or Associate must successfully complete a two-year probationary period.
- (b) Faculty hired at the rank of Professor must successfully complete a one-year probationary period.

At the discretion of the VPAASS, this initial probationary period may be extended for one (1) year should it be determined that performance during the initial probationary period is unsatisfactory and additional time is needed to determine if growth potential may occur. Probationary faculty members whose time as Instructor has been extended are not eligible to apply for promotion during that additional time. For the process and criteria, see Article 6.14 (Faculty Performance Review).

At the conclusion of the extended evaluation period, the Division Director and the VPAASS will make a recommendation regarding the retention of the faculty member. This recommendation is subject to concurrence of the College President and approval by the Board.

A. Tenure Track

Definition

Tenure – a status of employment approved by the Board that recognizes faculty have met a level of achievement in their profession. The College outlines conditions of earning tenure within this Article.

Tenure also equates to an expectation of continued employment unless dismissed based on just cause or the position or program is eliminated due to Reduction in Force. See Article 6.10 (Just Cause and Progressive Discipline) and Article 16 (Reduction in Force/Recall Rights).

Faculty members successfully completing their initial probationary period will serve a tenure track period prior to becoming eligible for tenure as follows: four (4) years for Instructor/Assistant Professor; two (2) years for Associate Professor, and one (1) year for Professor. The exception is when a faculty member is hired with an offer of an accelerated tenure track. During the tenure track period, a faculty member will participate with the Division Director in annual reviews of faculty performance in the areas of:

- (a) teaching competence,
- (b) professional growth, and
- (c) participation in college/division and community service.

B. Promotion

Definition

Promotion – an advancement in faculty from one academic rank to a higher rank approved by the Board that recognizes faculty have met a level of achievement in their profession. This Article outlines criteria for earning advancement in rank.

A faculty member becomes eligible to apply for promotion in the year in which they anticipate meeting all requirements recognizing all conditions must be met for consideration and approval as outlined below:

Instructor to Professor

If a person is hired as instructor, the person is placed on a two-year probationary period. The person will work a minimum of one (1) additional year in the instructor rank, after the probationary period, three (3) years minimum at Assistant rank, five (5) years minimum at the Associate rank to be eligible to apply for the Professor rank. For example, a 3, 3, 5 system representing a total of eleven years (11) as the minimum to go from instructor to full professor.

C. Faculty Application Process

Faculty may apply for promotion or tenure in the academic year that they expect to meet all established criteria, recognizing all conditions must be met for consideration and approval by the Board as outlined below:

Note: Dates and general processes are provided as guidelines which may be modified as needed by the Office of Academic Affairs. Any changes will be communicated to the Union and identified applicants.

Tenure – The following process outlines the steps for faculty to apply for tenure:

1. The faculty member submits a tenure request email or letter to the Division Director by the date established by the Office of Academic Affairs (Early September).
2. When tenure is requested independent of promotion, the faculty member submits to their Division Director a tenure form highlighting and demonstrating areas of meeting expectations in the areas of teaching competence, professional growth and community and college service (see Article 6.13 (Role of Full-Time Faculty) along with ARPDPs for the past three years by the date established by the Office of Academic Affairs (Late January).³
3. The Division Director reviews the tenure request letter and forwards it to VPAASS along with a letter of recommendation (Mid-February).
4. The VPAASS reviews the tenure request letter and portfolio and makes a recommendation to the President (Late March). If the VPAASS opposes the application for tenure, the faculty member may withdraw and defer to a subsequent year or elect to file an appeal with the President for reconsideration.
5. The President reviews the tenure requests and presents the list to the Board of Trustees (April-May).
6. The Board of Trustees has final authority in approving tenure (May – June).

Promotion – Faculty who wish to apply for promotion follow the process outlined below:

1. The faculty member submits a promotion request by email or letter to the Division Director by the date established by the Office of Academic Affairs (Early September).
2. The Division Director notifies the Dean of Instruction (DOI) and the VPAASS of the faculty member's intention to apply for promotion (Early September).

3 If tenure and promotion are submitted simultaneously, the faculty member will submit one portfolio for both.

3. The DOI contacts the Faculty Assembly Chair to request volunteers to serve as a member of the Peer Reviewer Team. Faculty with current rank of Assistant through Professor are encouraged to participate in the review process. The College seeks faculty who hold the Professor rank to serve as a peer reviewer which demonstrates leadership in their role and professional development which is acknowledged through the ARPDP process. Once a list of interested faculty members is received, the DOI verifies each volunteer's current academic rank to ensure that Peer Reviewers hold a higher rank than the faculty member they will be observing. The DOI then assigns a Peer Review Team to an appropriate faculty member to complete the peer review observation. Before beginning their assignment, Peer Review Team Members are required to attend a training session, which covers the review process and outlines expectations. Following training, the DOI sends a formal assignment emails to the Peer Review Team Members, the faculty member being observed, and the relevant division director. It is then the responsibility of the Peer Reviewer Team Members and the faculty member to coordinate the observation date and related meetings. In cases of conflict of interest or other reasonable justification, Peer Reviewer Team members may recuse themselves from reviewing an applicant, and an applicant may object to being reviewed by a Peer Reviewer Team member. In these cases, another member of the committee will be asked to serve as a reviewer (Late September/Early October).
4. Peer Review Team: Meet October through December to fulfill the role in the process.
5. Peer Review Team members summarize findings and forward the summaries and rubrics to the faculty candidates. The peer review summary to be included in the faculty member's promotion portfolio. If the summary is not included in the portfolio, then the portfolio is incomplete and the process stops. If the summary's absence is due to the Peer Review team's lack of timeliness, an extension will be offered (Mid-January).
6. Faculty members send their promotion portfolios to their Division Director. The promotion portfolio is to include the record of criteria for faculty promotion, the faculty member's letter of hire, student evaluation forms, supervisor's classroom observations of previous six (6) semesters, peer review summary, and evidence of achievement of required duties and responsibilities (Late January).
7. The Division Director reviews the promotion portfolios and forwards his or her recommendations for promotion to the VPAASS (Mid-February).
8. The VPAASS reviews the promotion applications and makes recommendations to the President. If the VPAASS opposes the faculty application for promotion, the faculty member may choose to withdraw the application and defer to a subsequent year or may elect to file an appeal directly to the President for review and reconsideration.
9. The President reviews and approves the promotion recommendations and presents the list to Board of Trustees (April – May).
10. The Board of Trustees provides final approval for all promotion recommendations (May – June).

D. Tenure and Promotion

Tenure

1. The Chart Below Identifies the Tenure Criteria:

Faculty Rank	Tenure
Instructor/Assistant	2 years probation + 4 years tenure track
Associate	2 years probation + 2 years tenure track
Professor	1 year probation + 1 year tenure track

Note: After successfully completing a probationary period, faculty members are eligible for a tenure track faculty appointment.

Promotion Criteria Chart Summary

1. The chart below identifies the promotion criteria:

Promoted/Placed at this Faculty Rank	Career Program Faculty Promotion Criteria	Transfer Program Faculty Promotion Criteria
Assistant	Bachelor's degree in relevant subject/discipline; OR An Associate's degree in relevant teaching discipline, along with demonstrated proficiency (portfolio, certifications or continuing education, work experience) in subject area. Three (3) years at Instructor Rank (Includes two probationary years) Documented evidence of sustained teaching excellence, supported by multi-source evaluations including supervisor observation, faculty peer review, and student evaluations. Documented evidence of professional development that enhances teaching effectiveness, supports student learning, and demonstrates ongoing engagement with their academic discipline. Demonstrates active and productive engagement in college and community service and maintains a sustained commitment to professional development through continuous growth in discipline.	Master's Degree in relevant subject/discipline or its equivalent. Three (3) years at Instructor Rank (Includes two probationary years) Documented evidence of sustained teaching excellence, supported by multi-source evaluations including supervisor observation, faculty peer review, and student evaluations. Documented evidence of professional development that enhances teaching effectiveness, supports student learning, and demonstrates ongoing engagement with their academic discipline. Demonstrates active and productive engagement in college and community service and maintains a sustained commitment to professional development through continuous growth in discipline.
Associate	Bachelor's degree or its equivalent in teaching subject/discipline, plus an additional 18 approved graduate credit hours or its equivalent as defined by the College (i.e. special technical training and credit for related occupational learning experiences such as industry and professionally recognized certificates and licenses, teaching certificates, Journeyman's cards, or Master's cards, when connected with the teaching subject/discipline). Three (3) years at Assistant rank. Demonstrated consistent high-quality teaching performance with positive feedback from supervisor, faculty peer review, accompanied by evidence of developing innovative teaching methods and contributing to curriculum improvement. Documented evidence of ongoing professional development that fosters their academic growth thereby allowing them to master their discipline and demonstrate effectiveness and innovation in the practice of teaching and learning. Demonstrates active and productive engagement in college and community service, along with sustained commitment to professional development characterized by continuous growth in discipline.	Master's degree, plus an additional 18 approved graduate semester credit hours or their equivalent or have a terminal degree or its equivalent (i.e. MFA, Ph.D. J.D., Ed.D)* Three (3) years at Assistant rank. Demonstrated consistent high-quality teaching performance with positive feedback from supervisor, faculty peer review, accompanied by evidence of developing innovative teaching methods and contributing to curriculum improvement. Documented evidence of ongoing professional development that fosters their academic growth thereby allowing them to master their discipline and demonstrate effectiveness and innovation in the practice of teaching and learning. Demonstrates active and productive engagement in college and community service, along with sustained commitment to professional development characterized by continuous growth in discipline.
Professor	Bachelor's degree in teaching subject/discipline, plus an additional 12 approved graduate credits graduate semester credit hours for a total of 30 approved graduate semester credit hours beyond the Master's degree or their equivalent as defined by the College (i.e. special technical training and credit for related occupational learning experiences such as industry and professionally recognized certificates and licenses, teaching certificates, Journeyman's or Master's cards, when connected with the teaching subject/discipline). Five (5) years at Associate rank. Exhibited leadership in teaching, mentoring faculty, leading curriculum development, along with demonstrated teaching excellence with positive feedback from their supervisor, faculty peer review, and students, reflecting strong, sustained impact on student learning and academic program quality. Documented evidence of sustained and significant professional development that facilitates exemplary teaching and contributions to the intellectual vitality of the college and their discipline. Exhibits leadership in college and community initiatives, while maintaining an ongoing commitment to professional development noticeable by significant and sustained advancement in discipline.	Master's degree, plus an additional 12 graduate credits approved graduate semester credit hours or their equivalent, for a total of 30 approved graduate semester credit hours beyond the Master's degree or have a terminal degree or its equivalent (i.e. MFA, Ph.D. J.D., Ed.D)* Five (5) years at Associate rank. Exhibited leadership in teaching, mentoring faculty, leading curriculum development, along with demonstrated teaching excellence with positive feedback from their supervisor, faculty peer review, and students, reflecting strong, sustained impact on student learning and academic program quality. Documented evidence of sustained and significant professional development that facilitates exemplary teaching and contributions to the intellectual vitality of the college and their discipline. Exhibits leadership in college and community initiatives, while maintaining an ongoing commitment to professional development noticeable by significant and sustained advancement in discipline.

*Faculty who have completed a terminal degree relevant to their teaching discipline are not required to complete additional graduate credits or their equivalent.

E. Promotion and Earning Credits

To earn credits toward promotion, full-time faculty members have a number of options available. In each option outlined below, the activities must be relevant to their professional assignments, especially classroom teaching, instructional design, or curriculum development.

1. Academic graduate credits from coursework completed at a regionally accredited graduate school that are relevant and appropriate for professional development in the discipline or curriculum, teaching pedagogy, or degree in education or field relevant to their discipline. Most credits applied toward promotion requirements should fall into this category. The credits may be part of an appropriate graduate degree or independent of a degree. To ensure that the credits will be accepted toward promotion and tenure, pre-approval is required by the VPAASS.
2. Continuing Education Units (CEUs) from a noncredit continuing education program which are documented with a certificate or letter from the organization sponsoring the program. The CEU credit award must be clearly stated in the documentation. Nationally, CEU programs must include ten (10) contact hours of participation in an organized continuing education experience under responsible sponsorship, capable direction, and qualified instruction. These CEUs are often awarded in occupational program fields such as health and computer studies.
3. Continuing Education Unit Equivalents (CEU equivalents) may be earned by participation in conferences, workshops, seminars, short courses, etc., when official CEU credits from the sponsoring organization are not documented as in #2 above. To receive one CEU equivalent credit, the faculty member must document twenty (20) hours of participation in a relevant educational experience (or series of experiences) with printed materials from the sponsoring organization, a comprehensive report of what was learned, how it is relevant to professional development, and how it will impact learning for students. Deans and Division Directors may request the assistance of an impartial committee to evaluate the appropriateness of the CEU experiences for CEU equivalents. The Vice President of Academic Affairs and Student Services is responsible for making the final decisions for CEU equivalent credit.

Most of the credits applied toward a requirement for promotion should be the traditional academic graduate credits or academic graduate credit equivalents. No more than 20% of the promotion requirement at each rank can be from the CEU or CEU equivalent categories. No more than four (4) CEUs or CEU equivalents can be earned in a single academic year.

ARTICLE 16 – REDUCTION IN FORCE/RECALL RIGHTS

A. Notification of the Decision/Opportunity for Input:

The reduction in force procedures outlined in this article apply to the College's decision to terminate faculty without cause or engage in layoffs based on programmatic reasons or serious budgetary matters. Written notification, supporting documentation, if applicable, and rationale will be provided to the impacted faculty member (s) and to the Union President.

The Union President may share such information with the faculty unit to allow them the opportunity to provide input to the President within thirty (30) days of the decision by the College President. This process allows for valued input from the faculty unit but does not negate the statutory duty of the President and the Board to render decisions related to staffing and budget on behalf of the College.

If the serious budgetary matters or programmatic reason is so immediate as to render notice impracticable, maximum practicable notice will be provided.

B. Alternative to Layoff

The College will employ good faith efforts to offer impacted faculty members a similarly situated position to teach classes within the College where vacancies exist and the faculty member holds the appropriate credentials, skills and experience for a vacant position within the College.

C. Order of Layoffs

If layoffs are necessary, impacted faculty will be laid off in the following order:

1. Volunteers in the impacted division(s) will first be sought;
2. In the event there are no volunteers, faculty will be laid off in order of least senior to most senior within the impacted division(s) with exceptions only in such matters of extraordinary circumstances when a serious disruption of the academic program would otherwise result.
3. If a tiebreaker is needed with equal hire dates, faculty without tenure shall be laid off before faculty with tenure within the division;
4. If needed beyond this step, a tie breaker of random choice will be used by the Executive Director of Human Resources, with union representation present.

Seniority is defined as a faculty member's length of full-time service as faculty.

D. Notice and Compensation

Once the layoff of faculty members is approved by the Board, impacted faculty will be provided sixty (60) days' notice of the layoff decision with continuation of a paid assignment during the sixty (60) days, which may or may not involve active work on campus based on the discretion and needs of the College. The College may increase this allotment of compensable time on a case-by-case basis contingent on the timing of the decision and meeting the needs of students in completing the term.

E. Recall Process:

The right of recall shall be for two (2) academic years. Unit members on layoff status shall be recalled by seniority order as vacancies become available in accordance with their qualifications for the available vacancies and the following process:

1. Notification of the available position will be provided to the impacted faculty member at the last known address with notification also provided to the union. Notification to the faculty member shall be provided by certified postal mail and email and to the union either by phone or email. The impacted faculty member will be provided twenty (20) calendar days to accept or reject the position. Failure of a faculty member to provide a response after twenty (20) calendar days will be deemed a rejection of the offer.
2. If the unit member accepts the offered vacancy, upon return, accrued leave earned before the layoff will be restored with no loss in years of service for college seniority purposes.
3. If the impacted faculty member declines the position, he or she will be considered separated from employment with no further recall rights.
4. A faculty member on recall shall have the right of first refusal to any adjunct assignment for which they qualify for up to two academic semesters, and such acceptance does not negate their recall rights for a full-time faculty position within their discipline. Prior to accepting such an assignment, the faculty member may seek guidance from Human Resources regarding any impact or restrictions based on the retirement plan they are a member.

ARTICLE 17 – SCOPE OF AGREEMENT

Article 17.1 Duration

This Agreement shall become effective on October 21, 2025 and shall continue in full force and effect through midnight of October 20, 2028. Thereafter, it shall automatically renew itself and continue in full force and effect from year to year unless one of the parties officially communicates to the other by written or electronic means their intent to renegotiate at least ninety (90) days before expiration or by the last day faculty are on-contract the prior academic year, whichever comes first.

Article 17.2 Bargaining A Successor Agreement

Upon service of such notice to bargain a successor agreement, negotiations shall begin no later than September 1 of that academic year, unless otherwise mutually agreed upon among the respective Chief Negotiators.

Article 17.3 Bargaining Reopeners

The parties will reopen for the purpose of collective bargaining as follows:

Article 9 (Benefits) in FY 27 and FY 28

Article 14 (Program Coordinator Compensation and Work Group) of the Agreement in FY27.

Article 8 (Compensation) FY 28 for salary study, and if necessary, FY 28 salary contingency.

See each Article for the timeline and topics of bargaining. Such agreement will be incorporated as an addendum to the contract.

Article 17.4 Severability and Savings

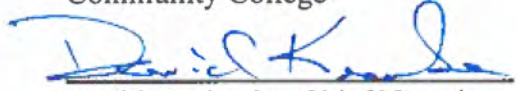
If any term or provision of this Agreement is at any time during the life of this Agreement in conflict with any applicable law or decision by a court of applicable jurisdiction such term or provision shall continue in effect only to the extent permitted by such law or decision. In such event, within ten (10) calendar days after the voiding of the provision, the parties shall meet and begin the process to negotiate a substitute provision or make modifications or deletions accordingly. If any term or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement.

Article 17.5 Scope of Agreement

Management and the Union acknowledge and agree that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter as to which the Act imposes an obligation to bargain, and that all understandings and agreements arrived at between Management and the Union after the exercise of that right and opportunity are set forth in this Agreement. This Agreement expressly supersedes any practices or understandings previously established; any policies, procedures, and regulations previously issued; and any agreements, including individual contracts, previously executed that conflict with the terms of this Agreement. This Agreement, thus, contains the entire understanding, undertaking, and agreement of the parties hereto and finally determines and settles all matters of collective bargaining for and during its term. Changes in this Agreement, whether by addition, waivers, deletions, amendments or modification, must be mutually agreed upon in writing and signed by both parties.

SIGNATURES

United Academic of Maryland – Hagerstown
Community College

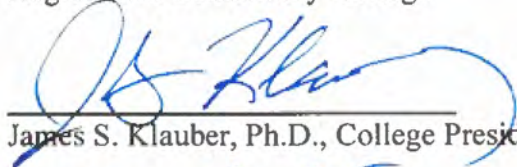


David Kociemba, Chief Negotiator

10/21/25

Date

Hagerstown Community College



James S. Klauber, Ph.D., College President

10-21-25

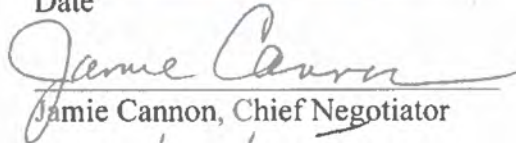
Date



Paula Lampton, Board of Trustees Chair

10-21-25

Date



Jamie Cannon, Chief Negotiator

10/21/25

Date

ACKNOWLEDGMENT AND GRATITUDE

The College and the Union would like to acknowledge and express gratitude to the following teams and its members who worked diligently, respectfully and professionally over fifteen (15) months to negotiate this Agreement.

Members of United Academic of Maryland – HCC Negotiation Team

David Kociemba, Chief Negotiator

Professor Thomas Crawford, Mathematics

Associate Professor Alicia Drumgoole, English

Professor Lore Kuhnert, US & World History

Assistant Professor Daniel Ryan, Sociology

Assistant Professor Jeffrey Schram, Biological Sciences/Anatomy & Physiology

Associate Professor Eric Schwartz, Political Science/International Relations

Assistant Professor Margaret Yaukey, Art

Members of HCC Negotiation Team

Jamie Cannon, Esq., Chief Counsel

Dr. Vidda Beache, Dean of Academic Innovation and Instructional Technology

Eric Byers, Director of Public Safety

Jennifer Childs, Executive Director of Human Resources and Public Safety/Chief Negotiator (served June 2024 – 2025)

Abby Humbel, Associate Director of Public Relations & Marketing

Dr. Kathleen Jordan-D'Ambrisi, Dean of Instruction

Dr. Michael Markoe, Executive Director of Human Resources and Professional Development

Becky Shives, Strategic Recruitment Specialist

Dr. Heike Soeffker-Culicerto, Vice President Administration & Finance

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Dawn Schoenenberger – Vice President Academic Affairs and Student Services