

**Montgomery College**  
**AAUP – MC Chapter**  
**Contract 101: Articles 2,4,5**

**Negotiating Team:** AJ Baca, Robin Flanary, Sharon Piper, and Ginger Robinson

I. Introductions and purpose – Sharon

Sharon introduced members of the NT. She explained how this forum idea came about and what we hoped to clarify from the contract and will take turns sharing one portion of some of the most critical aspects of the contract this evening.

We also very briefly discussed potential tech reimbursement and the ongoing confusion as to what items may be covered. Sharon indicated that we are still waiting on a message from Management that clarifies the process and particulars and expects this soon.

II. Negotiations – Sharon

Sharon shared the contract negotiation schedule for this year and for the next couple of years until the full contract is open for negotiations. She also discussed negotiation process and where we are with IBB. Tito reiterated that we have not given up on using IBB and expressed frustration and disappointment that Management has only agreed to discuss how this might work. However, they have yet to be trained and have not agreed to utilize this process despite the all the feedback provided by faculty across the college.

We also explained that we can ask to discuss anything we like and visa versa but both parties must agree for that conversation to move forward. This is not the case once the full contract is open for negotiations as we can discuss anything we feel is appropriate.

III. Article 2 – Robin

Robin explained what Management has a right to in terms of decision making. She also explained our part in these decisions. Michael L. asked if Management satisfied the 30-day requirement last year when they initiated a change but that was something we called them on when it occurred. Tito and Ginger spoke to some of the potential issues that have arisen and how we have responded. Harry also spoke about how the process works.

IV. Article 4 – Ginger

Ginger explain faculty terms, appointments, and evaluation process. She also discussed tenure track positions, which we no longer have at the moment but we

will not remove this provision in the event we are able to bring this back at some point down the road.

Ginger also shared that discipline and termination is included in this section but suggested that we discuss this further at our next session. However, she did mention the fact that lay-offs, furloughs, and the procedures for work force reductions are provided in this section. She added that The Chapter must be notified in advance of such circumstances, but this section also speaks to the retainment decisions that are made, which are at the discretion of the Dean.

V. The Role of FT Faculty – Sharon

What is unique to FT faculty, what are their responsibilities, what are the requirements of FT faculty, and what are the workload stipulations. She also discussed the particulars of Counseling Faculty but referred questions and inquiries to Harry. She shared alternate responsibilities that are possible, how “overload” works and some brief information about Work Force Development faculty. Sharon also discussed how and when a reduced course load might work and the reasons why this comes up on occasion and is not a big deal as long as advance notice is provided so that the respective departments can plan accordingly. We also discussed leave and various ways we may take leave from work.

We did discuss the issue of office hours and how that has changed this past year with remote instruction. Several faculty members shared how they are communicating with students while using their cell phones without sharing the cell number. Sharon briefly shared information about the DL Side-letter, which is an addendum to the Contract and deals with remote / online learning.

We did answer several other questions about how remote instruction is classified and the various parameters associated with these classifications. Further, we clarified what is required for each.

One suggestion was that IT should reach out to ask faculty what their IT needs are for their work.

After clarifying a few more minor issues and concerns, our session ended around 9:10 PM.

## **Addendum**

### **Article 2**

ARTICLE 2 - MANAGEMENT FUNCTIONS Section 2.1 - Retention of Management Prerogatives. All management functions, rights, and prerogatives, written or unwritten, which have not been expressly modified or restricted by a specific provision of this Agreement, are retained and vested exclusively in Management and may be exercised by Management at its sole discretion. Such management functions, rights, and prerogatives include, but are not limited to, all rights and prerogatives granted by applicable law; the right to generally determine and affect the mission of Montgomery College; to evaluate and select applicants for employment; to evaluate faculty members for purposes of salary increases, retirement, promotion, demotion, transfer, layoffs and recall; to discipline and discharge faculty members for just cause; to grant salary increases and to retire, promote, demote, transfer, lay off and recall faculty members; to subcontract or use independent contractors in fulfilling the mission of Montgomery College and in undertaking any and all functions or activities for which Management might otherwise use personnel employed by Montgomery College; to determine the academic calendar, including the number and dates of duty days for faculty members, and the commencement and ending of each duty day; to expand, reduce, alter, combine, transfer, or terminate any position(s), department(s), program(s), service(s), or curriculum; to allocate and expend funds and determine financial policies and procedures of Montgomery College; to control, regulate, and determine the use and location of all Montgomery College facilities, including campuses, machinery, equipment, buildings, other property, and support services; to determine the size and composition of the work force; to designate substitutes for faculty members; to introduce new or improved research and operational methods; to set the standards of productivity, the services to be rendered and functions to be performed; to initiate, design, develop, adopt, modify, delete, approve, schedule, and authorize all courses and programs to be offered by Montgomery College; to determine program and course curriculum content, objectives, grading standards and procedures; to establish class schedules; to determine class size; to assign work; to determine qualifications of faculty members; to renew or not renew the appointment of a faculty member; to determine the number of faculty members employed pursuant to tenure track appointments; to determine the procedures for the selection of a faculty member for employment pursuant to a tenure track appointment; to establish, modify and enforce policies, rules, regulations, procedures, and standards not in conflict with an express provision of this Agreement; and, in all other respects, to plan, manage, evaluate, administer, govern, control, and direct Montgomery College, its operations and personnel.

Section 2.2 - Exercise of Management Prerogatives. Management shall establish, in consultation with faculty members, governance and other procedures which will enable faculty members to advise Management in: the evaluation and selection of applicants for employment; the evaluation of faculty members for purposes of salary increases, promotion, renewal, or nonrenewal of the appointment of faculty members; the selection of a faculty member for employment pursuant to a tenure track appointment; the initiation, design, development, and modification of courses and programs to be offered by Montgomery College; the determination of course, program and curriculum content and objectives; the determination of grading standards and procedures; and the determination of the 4 academic calendar; provided that Management and the Chapter agree that such procedures are not subject to the collective bargaining process; and provided further that Management, in not exercising any function hereby reserved to it pursuant to Section 2.1, or in exercising any such function in a

particular way (including the exercise of such function through the procedures established pursuant to this Section 2.2), shall not be deemed to have waived its right to exercise such function or preclude Management from exercising the same in some other way. Section 2.3 - New or Changed Procedures. If Management desires to publish in the Montgomery College Policies and Procedures Manual new or changed procedures to administer Articles 3 through 9 of this Agreement, Management will submit to the Chapter, in writing at least thirty (30) calendar days prior to their effective date, such new or changed procedures.

## Article 4

ARTICLE 4 – FACULTY APPOINTMENTS Section 4.1 - Types of Appointments. Faculty members shall be employed pursuant to a term appointment, a rolling term appointment, or a tenure track appointment.

Section 4.2 - Term Appointments. (A) Duration of Term Appointments. Except for a faculty member whose initial employment as a faculty member commences after the beginning of an academic year, a faculty member employed pursuant to a term appointment shall be given a written notice of appointment for a specific term of one (1) academic year or three (3) academic years. A faculty member employed pursuant to a term 8 appointment, whose initial employment as a faculty member commences after the beginning of an academic year, shall be given a written notice of appointment for a term which may expire: (1) at the end of the next succeeding academic year; or (2) at the end of the third (3rd) succeeding academic year. If the term expires at the end of the next succeeding academic year, it shall be deemed an appointment for a term of one (1) academic year for the purposes of Section 4.2(B) and (C) of this Article. If the term expires at the end of the third (3rd) succeeding academic year, it shall be deemed an appointment for a term of three (3) academic years for the purposes of Section 4.2(B) and (C) of this Article. (B) Limitation on Number of Term Appointments. A faculty member may be appointed to a maximum of three (3) terms of one (1) academic year, and one (1) term of three (3) academic years. (C) Notice of Reappointment or Non-reappointment. A faculty member appointed for a term of one (1) academic year shall be evaluated by Management during the academic year such appointment expires, and not later than March 1 of such academic year, Management shall provide to the faculty member written notice of reappointment or non-reappointment. A faculty member appointed for a term of three (3) academic years shall be evaluated by Management in each of the two (2) years prior to the commencement of the academic year in which such appointment expires and, not later than December 15 of the academic year in which such appointment expires, Management shall provide to the faculty member written notice of reappointment or non-reappointment. If management fails to give notice of reappointment or non-reappointment by the dates specified in this Section 4.2(C), the faculty member's appointment shall be extended for an additional academic year. During this next academic year, the faculty member shall be notified of reappointment or non-reappointment by the date(s) specified in this Section 4.2(C). If the faculty member receives notice of non-reappointment by the date specified in this Section 4.2(C), the faculty member's employment shall terminate, without recourse, at the conclusion of the academic year in which the faculty member's appointment expires.

Section 4.3 - Rolling Term Appointments. (A) Initial Rolling Term Appointment After the Expiration of the Three (3) Academic Year Term Appointment. A faculty member who, by December 15 of the academic year in which a three (3) academic year term appointment expires under Section 4.2 of this Article, receives written notice of reappointment, shall, at the commencement of the next succeeding academic year, be employed pursuant to an initial "rolling term" appointment of seven (7) academic years. A faculty member with a rolling term appointment shall be evaluated no less than five years from their previous evaluation. During the third (3rd) academic year preceding the commencement of the academic year at the end of which the faculty member's rolling term appointment is scheduled to expire, the faculty member shall be evaluated by Management. Not later than April 15 of the academic year in which the faculty member is evaluated, the faculty member shall receive written notice of extension of the faculty member's appointment for an additional five (5) academic years, or of the need for professional improvement. If such written notice informs the faculty member of the need for professional improvement, the faculty member shall be evaluated by Management during the second

(2nd) academic year preceding the commencement of the academic year at the end of which the faculty member's rolling term appointment is scheduled to expire and, not later than May 1 of that academic year, shall receive written notice of extension of the faculty member's appointment for an additional five (5) academic years, or of continuing need for professional improvement. If such written notice informs the faculty member of the need for continuing professional improvement, the faculty member shall be evaluated by Management during the academic year immediately preceding the commencement of the academic year at the end of which the faculty member's rolling term appointment is scheduled to expire and, not later than May 1 of that academic year, shall receive written notice of extension of the faculty member's appointment for an additional five (5) academic years, or of non-reappointment. If a faculty member receives written notice of non-reappointment, the faculty member's employment shall terminate upon expiration of the rolling term appointment, without recourse. Upon the written request of the faculty member delivered to the Senior Vice President for Academic Affairs (for instructional faculty) or designee, or the Senior Vice President for Student Services (for counseling faculty) or designee within ten (10) calendar days of a faculty member's receipt of written notice of non-reappointment, Management will set forth, in writing, the reasons for non-reappointment. If Management fails to give notice of the need for professional improvement, the continuing need for professional improvement, or of nonreappointment by the dates specified in this Section 4.3, the faculty member's appointment shall be extended for an additional five (5) academic years. Nothing herein shall be construed to impede the ability of Management to conduct additional evaluations per the Dean's discretion. (B) Subsequent Eight Year Rolling Term Appointments. Faculty members employed pursuant to a rolling term appointment who are notified of reappointment per the provisions of subsection (A) of this Section 4.3, shall be eligible for an appointment of an additional five (5) year term to thus be employed pursuant to a rolling term appointment of eight (8) academic years. A faculty member with a rolling term appointment shall be evaluated no less than five years from their previous evaluation. During the third (3rd) academic year preceding the commencement of the academic year at the end of which the faculty member's rolling term appointment is scheduled to expire, the faculty member shall be evaluated by Management. Not later than April 15 of the academic year in which the faculty member is evaluated, the faculty member shall receive written notice of extension of the faculty member's appointment for an additional five (5) academic years, or of the need for professional improvement. If such written notice informs the faculty member of the need for professional improvement, the faculty member shall be evaluated by Management during the second (2nd) academic year preceding the commencement of the academic year at the end of which the faculty member's rolling term appointment is scheduled to expire and, not later than May 1 of that academic year, shall receive written notice of extension of the faculty member's appointment for an additional five (5) academic years, or of continuing need for professional improvement. If such written notice informs the faculty member of the need for continuing professional improvement, the faculty member shall be evaluated by Management during the academic year immediately preceding the commencement of the academic year at the end of which the faculty member's rolling term appointment is scheduled to expire and, not later than May 1 of that academic year, shall receive written notice of extension of the faculty member's appointment for an additional five (5) academic years, or of non-reappointment. If a faculty member receives written notice of non-reappointment, the faculty member's employment shall terminate upon expiration of the rolling term appointment, without recourse. Upon the written request of the faculty member delivered to the Senior Vice President for Academic Affairs (for instructional faculty) or designee, or the Senior Vice President for Student Services

(for counseling faculty) or designee within ten (10) calendar days of a faculty member's receipt of written notice of non-reappointment, Management will set forth, in writing, the reasons for non-reappointment. If Management fails to give notice of the need for professional improvement, the continuing need for professional improvement, or of non-reappointment by the dates specified in this Section 4.3, the faculty member's appointment shall be extended for an additional five (5) academic years. Nothing herein shall be construed to impede the ability of Management to conduct additional evaluations per the Dean's discretion.

Section 4.4 - Tenure Track Appointments. A faculty member employed pursuant to a tenure track appointment shall serve a probationary period of seven (7) consecutive full academic years, during which time Management may terminate his employment at the end of any academic year, without recourse by the faculty member. The probationary period of a faculty member appointed to a tenure track appointment who has previously been employed by Montgomery College pursuant to one (1) or more term appointments, or a rolling term appointment, may be reduced by the number of continuous full academic years of such prior service; provided that the probationary period shall never be reduced by more than four (4) years. A faculty member employed pursuant to a tenure track appointment who is in the first full academic year of the probationary period shall be notified by Management of its determination to terminate the faculty member's appointment not later than March 1 of the academic year at the end of which the appointment will be terminated. A faculty member employed pursuant to a tenure track appointment who has completed more than one (1) full academic year but less than three (3) consecutive full academic years of the probationary period shall be notified by Management of its determination to terminate the faculty member's appointment not later than December 15 of the academic year at the end of which the appointment will be terminated. A faculty member employed pursuant to a tenure track appointment who has completed three (3) or more full consecutive academic years but less than seven (7) full consecutive academic years shall be notified by Management of its determination to terminate the faculty member's appointment not later than May 30 of the fiscal year preceding the academic year at the end of which the appointment will be terminated. Faculty members holding tenure track appointments shall be evaluated for the grant of tenure during the seventh (7th) academic year of the probationary period. Not later than the end of the academic year, the faculty member will be notified, in writing, that he will be granted tenure at the commencement of his eighth (8th) full consecutive academic year of employment or will be appointed to a final one (1) year term appointment, expiring at the conclusion of that academic year. 11

Section 4.5 - Discipline and Discharge. (A) Scope. Disciplinary action may be taken by a Dean/supervisor to correct a faculty member's inappropriate behavior. Disciplinary action taken by supervisors should be timely and progressive including, but not limited to, verbal reprimand, written reprimand, suspension, or dismissal. At times, however, factors may make it impractical in individual cases to give prior warnings. For example, behavior or acts may be so grave a nature that a first occasion violation is a cause for a recommendation for the employee's discharge. Disciplinary action should be preceded, if possible, by an informal discussion between the affected faculty member and the appropriate dean/supervisor in an attempt to resolve the matter. A faculty member may be reprimanded or suspended, reduced in rank or compensation, or otherwise disciplined by the College for just cause. (B) Verbal Reprimand. A verbal reprimand may be issued following a discussion between the Dean/supervisor and the faculty member and its issuance noted for future reference by the Dean/supervisor. (C) Written Reprimand. A written reprimand indicating the nature of the problem

including references to prior warnings and verbal reprimands, and the necessary corrective action, may be issued following a private discussion between the Dean/supervisor and the faculty member. The written reprimand will be signed by the Dean/supervisor and copies forwarded to the faculty member, to the Director of Employee Relations, Diversity and Inclusion. The faculty member may within 10 work days from receipt, provide a written response and request a review by filing a grievance pursuant to Section 3.1 at Step 2. (D) Suspension Without Pay. A faculty member may be suspended without pay for a specified period of time when disciplinary action more severe than a reprimand, but less severe than discharge is warranted in the judgment of the College. The Vice President and Provost (for instructional faculty) or the Senior Vice President for Student Services (for counseling faculty), after affording the faculty member an opportunity to be heard, may impose the suspension based upon the recommendation of the Dean/supervisor and with the concurrence of the Director of Employee Relations, Diversity and Inclusion. The proposed letter of suspension must be accompanied by appropriate supporting documentation with copies to the faculty member and the Director of Employee Relations, Diversity and Inclusion. The faculty member may within 10 work days from receipt, provide a written response to the letter of suspension and request a review by filing a grievance pursuant to Section 3.1 at Step 3. 12 (E) Discharge. A faculty member may be discharged upon the recommendation of a Dean/Supervisor, with concurrence of the Vice President and Provost (for instructional faculty) or the Senior Vice President for Student Services (for counseling faculty). The discharge recommendation is made to the Director of Employee Relations, Diversity and Inclusion, accompanied by supporting documentation, with copies provided to the faculty member. The faculty member may, within 10 work days from receipt, provide a written response to the discharge recommendation. If the recommendation is upheld, the faculty member may file a grievance pursuant to Section 3.1 at Step 3. This Section 4.5(E) does not apply to faculty members who are laid off, to faculty members whose employment is terminated pursuant to Section 4.2, 4.3 or 4.4 of this Article, or to any other termination of employment. Section 4.6 - Reduction in Force. (A) Notice to Chapter. At least forty-five (45) calendar days prior to the time the President of Montgomery College officially recommends the layoff of faculty members, the Chapter shall be notified of such contemplated recommendation. At the request of the Chapter, the President or his designees shall meet the Chapter, at reasonable times, to discuss such recommendation, and the reason(s) therefor. (B) Notice Regarding Affected Faculty Members. Not later than thirty (30) calendar days after the layoff of faculty members is approved, Management shall notify the Chapter of the names of the faculty members who will be laid off and the effective date of such layoff, and shall notify each affected faculty member of the effective date of his or her layoff. A faculty member who has attained tenure shall be entitled to twelve (12) months notice prior to layoff. (C) Order of Layoff. For the purposes of this section, tenured faculty members shall be referred to as Group I; faculty members employed pursuant to tenure track appointments who are in their probationary period shall be referred to as Group II; faculty members employed pursuant to rolling term appointments shall be referred to as Group III; and faculty members employed pursuant to term appointments shall be referred to as Group IV. Faculty members shall not be laid off if Montgomery College can provide the courses and services Management determines are to be offered by retaining faculty members and laying off part-time personnel. Groups I, II and III faculty members shall not be laid off if Montgomery College can provide the courses and services Management determines are to be offered by retaining such faculty members and laying off Group IV faculty members or part-time personnel. Group I and II faculty members shall not be laid off if Montgomery College can provide the courses and services Management determines are to be offered by retaining such faculty members and laying off Group III or IV faculty

members or part-time personnel. Group I faculty members shall not be laid off if Montgomery 13 College can provide the courses and services Management determines are to be offered by retaining such faculty members and laying off Group II, III or IV faculty members or part-time personnel. Within Groups I, II, III, or IV faculty members shall be laid off in inverse order of qualifications; provided that, if two (2) or more faculty members are equally qualified, the least senior faculty member shall be laid off. In lieu of layoff, Management shall assign faculty members to vacant positions which Management intends to fill, if the faculty member is qualified to fill such position. In determining whether a faculty member is qualified to teach a course or perform a service which Management determines is to be offered, the faculty member must meet the minimum qualifications, in effect at the time of layoff, for initial appointment to perform such functions. (D) Recall. In the event of a restoration of the complement of faculty members, Management shall, in inverse order of layoff, offer vacant positions to faculty members who meet the minimum qualifications for such vacant position and who have been on layoff for a period of three (3) years or less. Laid off faculty members must notify Management within thirty (30) calendar days of receiving a recall notice that they accept the offer of employment.

## Article 5

ARTICLE 5 - WORK LOAD Section 5.1 - The Role of Full-Time Faculty. Faculty responsibilities are professional in the full sense of the word but will, over the course of any semester or academic year, vary with regard to the responsibility that is emphasized or to which the most time and effort is committed for each individual faculty member. The primary focus of faculty is on effective teaching and the many closely related activities essential to the discharge of this obligation. These activities include academic assessment, governance, regulatory compliance and primary responsibility for the development of curriculum, although Management has final authority over these items. Other critical faculty responsibilities include, but are not limited to: implementation of new pedagogical delivery techniques, service on department, campus, or College committees; participation in student, course, and program outreach activities in the College and community; the development and implementation of strategies for student success; student advising; and professional development. In addition to the above responsibilities, counseling faculty provide developmentally appropriate educational, career, social, and personal counseling to a diverse student population. They provide academic counseling, including educational advising and planning, transfer advising, disability support services, and career assessment and planning. They also provide crisis intervention and collaborate with the College community to promote holistic development of the students served at Montgomery College.

14 Section 5.2 - Professional Responsibilities. (A) Instructional Faculty. In addition to being available for student consultation and performing such other professional duties as Management may require, members of the instructional faculty shall be assigned a workload consisting of a standard minimum of thirty (30) equivalent semester hours per academic year determined in accordance with the provisions of this Article; provided that, a workload in excess of thirty-two (32) equivalent semester hours per academic year or eighteen (18) equivalent semester hours per academic semester may be assigned by Management only with the consent of the faculty member. No faculty member may teach in excess of thirty-six (36) equivalent semester hours per academic year or in excess of twenty (20) equivalent semester hours per semester. Exceptions to this twenty (20) equivalent semester hour limit may be made in special circumstances by agreement among the faculty member, Management, and the Chapter. Faculty members assigned a workload in excess of thirty (30) equivalent semester hours in an academic year shall be compensated for each equivalent semester hour in accord with the schedule attached hereto as Appendix I. Faculty members assigned a workload in excess of fifteen (15) equivalent semester hours for one semester and whose initial semester of employment is a spring semester, or who leave the College after a fall semester, or who are on leave during one semester will be compensated in accord with the schedule attached hereto as Appendix I. The regular schedule for a member of the teaching faculty will not require that the faculty member teach or schedule office hours on more than five (5) calendar days in any calendar week. During an academic year, with the approval of days and location by Management, instructional faculty shall post and maintain either (a) five in-office hours per week or (b) four in-office hours per week and two additional hours online or in an alternative location per week, for student consultation. Faculty teaching exclusively online during the Winter Session may hold their office hours exclusively online. (B) Counseling Faculty. (1) General Responsibilities. Counseling faculty shall be responsible for a forty (40) hour week during the academic year, during which time they shall perform such professional duties as Management may assign or approve. The regular schedule for counseling faculty will not require that a faculty member be on campus on more than five (5) calendar days in a calendar week. The duty days assigned to counseling faculty during an academic year shall be equal in number to the duty days assigned to members of the

instructional faculty for that academic year, provided that the dates of such duty days shall be assigned on an individual basis. (2) Recess Days and Other Conditions. The number of Recess Days for counseling faculty during each of the first three (3) academic years of full-time employment shall be eleven (11). During the fourth to fifteenth 15 year of full-time employment, counseling faculty will receive fifteen (15) Recess Days each academic year. During and after the fifteenth year of full-time employment, counseling faculty will receive nineteen (19) Recess Days each academic year. One such Recess Day may be carried forward to the summer immediately preceding the subsequent academic year by those counseling faculty assigned to work fifteen (15) days or more during the summer period between academic years. All Recess Days shall be scheduled on an individual basis by counseling faculty with the approval of the appropriate Dean of Student Development. Counseling faculty shall be eligible to earn overload ESH as specified in Appendix One of this Agreement through assignment in the Counseling Department with the approval of the appropriate Dean of Student Development.

Section 5.3 - Equivalent Semester Hours for Lecture and Non-Lecture Components. (A) Scope. This Section 5.3 shall not be applicable to any form of instructional activity not currently utilized at Montgomery College, to community service courses, to courses taught via television, to any course component designated by Management as a practicum, tutorial, independent study, clinic/field experience, or ensemble, to applied music, nor to activities covered under Section 5.4. (B) Definitions. For the purposes of this Article 5, the following definitions shall be applicable: (1) Semester Hour of Credit. A "semester hour of credit" is the unit of measure of academic credit assigned by Management or a corresponding value assigned by Management for a course for which no academic credit is awarded. (2) Course Components. A "course component" is an instructional activity designated by Management as either a lecture or non-lecture. Course components designated as a lecture must generate one (1) semester hour of credit for each "lecture standard" taught. (3) Lecture Standard. The "lecture standard" is the minimum number of minutes of instructional activity for "actual class meeting(s)" required by the Maryland Higher Education Commission for the award of one (1) semester hour of credit. (4) Non-Lecture Standard. The "non-lecture standard" is the minimum number of minutes of instructional activity for a "supervised laboratory or studio" required by the Maryland Higher Education Commission for the award of one (1) semester hour of credit. (C) Calculation of Equivalent Semester Hours. For purposes of Section 5.2 (A) of this Article, an "equivalent semester hour" is the unit of measure of a faculty member's workload and, except as provided in paragraph (3) of this subsection, shall be determined in accordance with paragraphs (1) and (2) of this subsection. (1) Lecture Component. The number of equivalent semester hours for a course component designated as a lecture is the result obtained by dividing the total minutes of scheduled instructional activity for such course component by the lecture standard, rounded to the nearest one-quarter ( $1/4$ ) hour. (2) Non-Lecture Component. The number of equivalent semester hours for a course component designated as a nonlecture is seventy-five percent (0.75) times the result obtained by dividing the total minutes of scheduled instructional activity for such course component by one-half ( $1/2$ ) the non-lecture standard rounded to the nearest one-quarter ( $1/4$ ) hour. (3) Other. After notice to the Chapter and with approval of the faculty member and the department chair, Management may assign to a course component taught by such faculty member a greater number of equivalent semester hours (such number to be determined by Management in its discretion) than that determined pursuant to paragraphs (1) and (2) of this subsection. If Management determines to assign a greater number of equivalent semester hours than that determined pursuant to paragraphs (1) and (2) of this subsection to a course component, the

faculty member must make an irrevocable election, prior to the commencement of the course, to teach or not teach the course.

Section 5.4 - Equivalent Semester Hours for Other Activities. (A) Tutoring. Faculty members assigned tutoring ESH shall receive one (1) equivalent semester hour for each thirty (30) clock hours of such assigned duties. 17 (B) Other Assigned Activities. Where, under this agreement, faculty members perform activities assigned by Management, not otherwise set forth in this Article, which Management determines are to be measured in terms of equivalent semester hours for purposes of Section 5.1 (A) of this Article, one (1) equivalent semester hour shall be equal to forty (40) clock hours of such assigned activities. Not more than six (6) equivalent semester hours per semester attributable to coaching activities shall be recognized for the purpose of fulfilling the thirty (30) equivalent semester hour standard minimum workload specified in Section 5.2(A) of this Article. (C) Nursing Clinical Equivalent Semester Hours. The number of equivalent semester hours for off-campus nursing clinical practica assigned to nursing faculty shall be one hundred percent (1.00) per clinical hour. (D) Scholarly Activity. Scholarly Activity equivalent semester hours or clock hours may be applied to the thirty (30) equivalent semester hours or forty (40) hour faculty workload. (E) Workforce Development and Continuing Education Equivalent Semester Hours. As part of their standard thirty (30) equivalent semester hour workload during the academic year, faculty members may teach non-credit courses, or conduct non-teaching activities for the non-credit Workforce Development and Continuing Education Program. On occasion, faculty members may also teach non-credit courses offered by a campus. Faculty members may teach Workforce Development and Continuing Education courses on a voluntary basis. Participation also requires the approval of the appropriate department chair and Instructional Dean/director. The Office of Workforce Development and Continuing Education will select faculty for participation in Workforce Development and Continuing Education programs in consultation with the appropriate department chair or Dean/director. For purposes of compensating faculty members who participate in this program, one (1) equivalent semester hour will be equivalent to fifteen (15) clock hours of non-credit teaching or forty (40) clock hours of Advising Cadre, Instructional Improvement, Curriculum Development, Program Development, Scholarly Effort, or Special Projects work for the office of Workforce Development and Continuing Education. Individual faculty members are permitted to earn a maximum of eight (8) equivalent semester hours per semester, or sixteen (16) equivalent semester hours per academic year in this program. A maximum of eighty (80) equivalent semester hours may be earned by all credit faculty as a whole each semester. The Senior Vice President for Academic and Student Affairs may approve additional equivalent semester hours. 18 Notwithstanding the provisions above, the Office of Workforce Development and Continuing Education may hire faculty members to work for Workforce Development and Continuing Education during the academic year outside their standard or overload workload and pay for such work at Workforce Development and Continuing Education rates. It is the intent of Management that such work will not be the same as work which faculty members are compensated with equivalent semester hours, such as the Gifted and Talented program, and work compensated at a rate less than one (1) equivalent semester hour. During the summer, Workforce Development and Continuing Education may continue to hire faculty members at Workforce Development and Continuing Education rates. Both Management and the Chapter recognize that there may be circumstances in a spring semester whereby a non-credit course scheduled to be taught by a faculty member will be cancelled. In such circumstances, the Dean/director will assign to the faculty member an alternate time assignment comparable to the equivalent semester hours of the cancelled noncredit course. If, for any reason, it is not possible for the Dean/director to make such an

alternate time assignment, and the faculty member's workload falls below thirty (30) equivalent semester hours for the academic year, the faculty member shall be considered to have met his or her contractual obligation for the academic year. At the end of each academic year, Management will provide the Chapter with a report showing the names of each faculty member who participated in this program. The report will include the amount of equivalent semester hours assigned to each faculty member, as well as the names of faculty members compensated by Workforce Development and Continuing Education at Workforce Development and Continuing Education rates during the previous academic year.

**Section 5.5 - Reduced Work Load.** A faculty member who has been employed for a minimum of one (1) academic year may submit to the Academic Vice President and Provost for instructional faculty or the Senior Vice President for Student Services for counseling faculty, or designee, a written request for reduction in workload. Such application must be submitted at least ninety (90) calendar days before the beginning of the academic semester in which such reduced workload is to commence and shall include the semester(s) for which reduced workload is requested, the purpose for which reduced workload is requested, the workload requested during the period of reduced workload, and information relating to the faculty member's availability or unavailability during the period for which the reduced workload is requested. For instructional faculty workloads of not less than nine (9) nor more than twelve (12) equivalent semester hours for each academic semester of reduced workload will be considered. For counseling faculty, workloads of not less than twenty four (24) nor more than thirty-two (32) hours per week for each academic semester of reduced workload will be considered. A reduced workload that exceeds three (3) years requires the agreement of the faculty member, Management, and the Chapter. The Academic Vice President and Provost or Senior Vice President for Student Services, or designee, may grant or deny the faculty member's request, or may grant a different reduction in workload than that requested, in his/her sole discretion, without recourse by the faculty member, at which time the request may be withdrawn by the faculty member. Instructional faculty who are granted a reduced workload shall, in addition to posting and maintaining five (5) office hours per week or four (4) office hours plus two additional student contact hours for student consultation, and performing such other professional duties as Management may require, be assigned the number of equivalent semester hours, for each academic semester for which reduced workload is granted, as was approved by the Academic Vice President and Provost or Senior Vice President for Student Services, or designee, in granting the request for the reduced workload. Counseling faculty who are granted a reduced workload shall be responsible for the number of hours each week for each academic semester for which reduced workload is granted as was approved by the Senior Vice President for Student Services or designee in granting the request for the reduced workload, during which such weeks they shall perform such professional duties as Management may assign or approve. A faculty member on a reduced workload shall be paid a salary based on a percentage hereinafter referred to in this Section 5.5 as the "reduced workload percentage." For instructional faculty, the reduced workload percentage shall be one-fifteenth (1/15) of the number of equivalent semester hours for which the faculty member will be responsible during the period of reduced workload times one hundred percent (100%), rounded to the nearest whole percent. For counseling faculty, the reduced workload percentage shall be one-fortieth (1/40) of the number of hours per week for which the faculty member will be responsible during the period of reduced workload times one hundred percent (100%), rounded to the nearest whole percent. A faculty member on reduced workload shall receive a salary equal to the salary which the faculty member would have been entitled pursuant to Section 8.2 of this Agreement if the faculty member had not been granted a reduced workload, multiplied by the reduced workload percentage.

During the period of reduced workload, a faculty member may continue to participate in the group insurance program described in Section 9.1 of this Agreement, except that Montgomery College shall pay, on such faculty member's behalf, only a dollar amount equal to the dollar amount Montgomery College would have contributed toward the cost of such group insurance package if the faculty member had not been granted a reduced workload, multiplied by the faculty member's reduced workload percentage. During the period of reduced workload, a faculty member shall be credited with, accrue and accumulated leave to which the faculty member is entitled pursuant to Section 6.1 of this Agreement at the rate specified in Section 6.1 multiplied by the reduced workload percentage; and may be granted leave pursuant to Section 6.8 of this Agreement not to exceed one (1) day per academic semester. Nothing contained in this Section 5.5 shall be construed as prohibiting the grant of reduced workload more frequently, if and as Management deems appropriate.

Section 5.6 – Professional Development. Management and the Chapter, recognizing the importance of professional development, will mutually participate in the planning and implementation of long-range professional development goals consistent with the availability of resources. Faculty members will annually report to Management their professional development activities, will include such reports in their individual evaluations, and will share information from professional development activities with peers and the College, as appropriate