

8/31/72



Agreement

JACKSON COMMUNITY COLLEGE
BOARD OF TRUSTEES

and

JACKSON COMMUNITY COLLEGE
FACULTY ASSOCIATION

Jackson Community College Board of Trustees

*MEA
1216 Kendale
E. Lansing, MI
48823*

September 1, 1970
to
August 31, 1972

M A S T E R A G R E E M E N T

JACKSON COMMUNITY COLLEGE
BOARD OF TRUSTEES

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JACKSON COMMUNITY COLLEGE
FACULTY ASSOCIATION

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MASTER AGREEMENT

This Agreement entered into this 13th day of July, 1970, by and between the Board of Trustees of Jackson Community College, Jackson, Michigan, operating under Act 331, P. A. 1966 as amended of the State of Michigan, hereinafter called the "Board" and the Jackson Community College Faculty Association, hereinafter called the "Association", affiliated with the Michigan Education Association and the National Faculty Association.

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing quality higher education for youth and adults of this college district is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the college professional personnel, and

WHEREAS the members of the faculty are particularly qualified to assist in formulating policies and to assist in determining educational programs, and

WHEREAS the members of the faculty recognize that their primary responsibility is to properly and ethically perform their professional duties, and

WHEREAS the Board has a statutory obligation, pursuant to Act 336 of the Michigan Public Acts of 1947, as amended, to negotiate with the Association as the representative of its professional personnel, excluding the administrative personnel, with respect to salaries and terms and conditions of employment, and

WHEREAS the Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, age, color, or national origin and to seek to achieve equality of educational opportunity for all students, and

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

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

ARTICLE I
RECOGNITION

A. The Board hereby recognizes the Association as the sole and exclusive negotiating representative for all employees on salary schedules included in this Agreement including only teaching faculty, librarians, counselors, and departmental chairmen, employed or to be employed by the Board on a full-time or part-time basis.

B. The term "Instructor" shall include all instructors, assistant professors, librarians, counselors, coordinators, directors (other than those excluded above), department chairmen, and references to instructors shall include both male and female instructors.

C. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

D. The Board specifically recognizes the rights of itself and its employees appropriately to invoke the assistance of the State Labor Mediation Board or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this Agreement.

ARTICLE II

RIGHTS OF THE BOARD

Subject to the provisions of this Agreement and except as expressly provided otherwise by the terms of this Agreement, the Board of Trustees and the President reserve and retain full rights, authority and discretion, in the proper discharge of their duties and responsibilities, to control, supervise and manage the Jackson Community College and its professional staff, to determine and administer educational policy, to operate the College and to direct the professional staff, and otherwise retain all rights, authority and discretion which are exclusively vested in the Board of Trustees or the President under governing law, ordinances, rules and regulations as set forth in the Constitution and laws of the State of Michigan and of the United States.

ARTICLE III

RIGHTS AND RESPONSIBILITIES OF THE INSTRUCTORS AND THE ASSOCIATION

A. Pursuant to Act 336 of the Public Acts of 1947, as amended, the Board hereby agrees that every eligible professional employee of the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any instructor in the enjoyment of any rights conferred by Act 336 or other laws of Michigan or the Constitution of Michigan or the Constitution of the United States; that it will not discriminate against any instructor with respect to any term or condition of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

B. Nothing in this Agreement shall relieve or prevent an individual instructor, whether a member of the Association or not, from performing his professional duties or from exercising his independent judgment as a member of the faculty or of his department.

C. Nothing contained herein shall be construed to deny or restrict to any instructor rights he may have under the Michigan General School Laws or other laws and regulations as they apply to community college instructors. The rights granted to instructors in this Agreement are in addition to those provided elsewhere.

D. The Association and its representatives shall have the right to use the college facilities at all reasonable hours for meetings at no charge. It is understood that the Association will pay for any additional costs or custodial services required.

E. The Board agrees to make available a room in one of the college buildings suitable for use as an Association office and duly authorized representatives of the Association shall be permitted to transact official Association business on college property, but this shall not interfere with nor interrupt college operations. The Association agrees to pay the cost of installing and maintaining private telephone service.

ARTICLE III

F. The Association shall have the right to use college facilities and equipment when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use.

G. Bulletin boards in faculty lounges and offices and other established media of faculty communication shall be made available to the Association for official business.

H. The Board shall furnish to the President of the Association or his designee information concerning the professional staffing and the financial resources of the College; agendas, minutes and all attachments of all public Board meetings; treasurer's reports; enrollment data; names and addresses and position on the salary schedule of all professional personnel in the bargaining unit. Other information which will assist in collective bargaining or the processing of a grievance will be furnished when requested by the Association.

I. The Board shall notify the Association as soon as possible concerning any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration.

J. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious, nor discriminatory, and without regard to race, creed, national origin, age, sex, marital status, or political affiliation.

K. All professional staff, including supplemental and part-time instructors, must submit the following notarized statement as required by the State of Michigan:

"I do solemnly swear (or affirm) that I will support the constitution of the United States of America and the constitution of the State of Michigan, and that I will faithfully discharge the duties of my position, according to the best of my ability."

L. Consistent with the Code of Ethics (See Appendix C) of the Education Profession, the private and personal life of any instructor is not within the appropriate concern or attention of the Board except as such behavior may affect the College adversely.

ARTICLE III

M. Each instructor shall have the right to review and challenge that part of the contents of his personnel file that has been developed concerning his employment by the College. A representative of the Association may be requested to accompany the instructor in such a review. Confidential credentials and related personal references normally obtained at the time of employment are specifically exempted from such review and shall be removed prior to the review of the file.

N. A report from the Association President or his designated representative shall appear on the Agenda of all Board meetings if requested prior to the start of the meeting. Whenever possible, notice shall be given twenty-four (24) hours prior to the start of the meeting.

O. The responsibility of the President of the Faculty Association shall be taken into consideration in the assignment of his class load and schedule. No extra-duty assignments or overload will be made unless requested by him.

P. The faculty will be consulted regarding the selection of the College President whenever such position is vacant or a successor is to be selected for the incumbent.

Q. Instructors are expected to live in a location from which reasonable access to the College is possible at all times.

R. Instructors are expected to comply with reasonable rules, regulations and directions adopted by the Board or its representatives from time to time which are not inconsistent with the provisions of this Agreement, provided that a faculty member may reasonably refuse to work under conditions which threaten physical safety or well being.

S. The Board and the Association recognize that the NEA-MEA Code of Ethics of the Education Profession (See Appendix C) shall define acceptable criteria for professional behavior.

1. The Association shall deal with violations of the Code by its members.
2. Action by the Association on unethical conduct of any of its members shall not prevent action by the Board on the same offense.

ARTICLE III

T. The Association recognizes that abuses of Personal Illness Leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance or other violations of discipline by an instructor reflect adversely upon the teaching profession and create undesirable conditions in the College.

1. Alleged breaches of discipline, violations of the Master Agreement, or of the Code of Ethics of the Education Profession shall be promptly reported to the offending instructor and to the Association.
2. The Association will use its best resources to correct breaches of professional behavior by any instructor and, in appropriate cases, may lend its support to proper administrative disciplinary procedures.
3. It is understood that unauthorized absences without written permission from the Dean or his designee may lead to disciplinary action.

U. The President or his representative shall have the right to counsel with an instructor regarding his professional performance or behavior. In the event a reprimand, warning or disciplinary action is planned, reasonable advance notification shall be given the instructor and either party shall be entitled to have a representative present or to have witnesses to participate in the discussion. If the request is made, no action shall be taken until such member is present. A record may be kept of such meeting if requested by either party.

V. The title of Assistant Professor shall be granted to instructors who have attained Step 8 or higher on the salary schedule and are serving under a continuing contract.

ARTICLE IV

PAYROLL DEDUCTIONS

A. Instructors may at any time sign and deliver to the Comptroller and the Treasurer of the Association an assignment authorizing deduction of continuing membership for United Profession dues. Such authorization shall continue in effect unless such authorization is formally revoked in writing by the instructor and copies thereof delivered to the Treasurer of the Association and to the Comptroller between June 1 and September 1 of a given year.

B. The deductions of membership dues shall be made monthly from regular check payment for ten months, beginning in September and ending in June of each fiscal year, and the Comptroller agrees to remit all monies so deducted according to the directions of the Executive Board of the Association, accompanied by a list of instructors from whom the deductions have been made.

C. The Association assumes full responsibility for the validity and legality of such employee's deductions as are made by the College pursuant to this section.

D. In lieu of Association membership, full-time instructors may sign an authorization of deduction for an amount equivalent to the United Profession Dues as a representation fee and deliver such authorization to the Comptroller, with a copy to the Association Treasurer.

E. Payroll deductions are also authorized for United Fund, Jackson County School Employees Credit Union, tax sheltered annuities, U. S. government savings bonds, group insurance premiums, and any other deductions mutually agreed upon.

ARTICLE V

CONDITIONS OF WORK

A. The parties recognize that the availability of optimum school facilities for both student and instructor is desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of each instructor is to teach and that the organization of the College and the College day should be directed at insuring that the instructor is primarily utilized to this end.

B. Teaching and Work Loads

1. Teaching Loads

Full-time teaching load excluding composition courses and area vocational block programs is considered to be no more than 16 class contact hours per week during the fall and spring semesters. Fewer than 16 hours may be assigned and may be considered a full load. A class contact hour is defined as any regularly scheduled fifty-minute instructional activity.

2. Teaching Assignments

Final determination of teaching assignments shall be made by the Instructional Dean upon the recommendation of the Department Chairmen. Prior to the final determination of assignments, and before the instructor's name appears on a master schedule, the appropriate Department Chairman shall consult with each instructor on his teaching assignment and schedule. In making the assignment, consideration shall be given to any conditions considered relevant, including the following:

- a. Number of class contact hours.
- b. Class size.
- c. Number of different course preparations.
- d. Type of classroom activity.
- e. Time required for preparation and maintenance of laboratories.
- f. Institutional responsibility.
- g. Type of student evaluation.

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3. Class Size

Because the student-instructor ratio is an important aspect of an effective educational program, standards for class size in each department of the College shall be established by mutual agreement in writing between the Administration and the instructor with the assistance of the Department Chairmen concerned. In the event no agreement is reached, class size shall be assigned but subject to the grievance procedure. Class size shall be established on the basis of equity and fairness consistent with maintaining the quality of instruction at a Community College level.

4. Course Preparation

Assignment of course preparation shall be arranged within each department.

5. English Composition Classes

Recognizing that the teaching of English composition requires individual student conferences and adequate time for the grading of papers outside of the classroom situation, English composition classes are equated at four-thirds (4/3) in calculating contact hours.

6. Vocational Classes

- a. Recognizing that student counseling and student evaluation are carried on within the laboratory situation, the full-time teaching load for instructors assigned exclusively to area vocational block programs in the 70-71 college year shall be no more than twenty (20) clock hours (60 minutes) per week exclusive of break time. Break time shall be arranged between the instructor and the Instructional Dean with the advice of the Department Chairman.
- b. The Board agrees to reopen the Contract by February 1, 1971 to negotiate the vocational work load for the year beginning September 1, 1971.

7. Librarians' Schedule

Librarians shall be scheduled for a forty (40) hour, five (5) day week, exclusive of lunch time.

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8. Counselor's Schedule

- a. Counselors are expected to be on duty forty (40) hours a week and to perform extra duties from time to time for which the counselors' stipend is paid.
- b. Counselors agreeing to work beyond their contract year will be paid at the existing summer rate.

9. Supplemental Instructors

- a. Supplemental instructors may be employed for partial assignments when registration demands or special course demands require additional instructor time.
- b. Supplemental instructors may also be employed for teaching courses that are scheduled away from the main campus.
- c. A supplemental instructor shall be employed for no more than one-half (1/2) of the full-time teaching load.
- d. Employing supplemental instructors will be avoided as much as possible and will not be used as a method of reducing the full-time staff of the College.
- e. If supplemental instructors are scheduled for sixteen (16) hours or more on campus in one teaching area in the standard curriculum for two consecutive semesters, a full-time instructor will be employed the following semester.

10. Inventory of Teaching Loads

An "Inventory of Faculty Teaching Loads" shall be distributed to all members of the professional staff each semester.

11. Overloads

- a. For purposes of pay any assignment during fall and spring semesters of more than sixteen (16) class contact hours per semester shall be considered an overload, excluding area vocational block programs.

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- b. Except for area vocational block programs, no teaching load shall exceed twenty (20) hours per semester or thirty-six (36) hours for a full year without prior written consent of the instructor.
- c. No teaching load in the area vocational block program shall exceed twenty (20) clock hours per semester without the written consent of the instructor.
- d. Compensation for overloads will be paid at one-fiftieth (1/50th) of the instructor's twelve month salary for each contact hour of overload above regular teaching loads as defined in B.
- e. Overload assignments will not be included in the regular faculty contracts or letters of appointment but will be authorized on supplementary contracts clearly stating the amount of the overload and compensation therefor.
- f. Any overload shall be limited to one registration period without prior written approval of the instructor. Overloads will be avoided whenever possible.

C. Calendar

1. The 1970-71 College Calendar is Appendix D of this Agreement.
2. The College Calendar for 1971-72 shall be negotiated prior to December 1, 1970.
3. The administration reserves the right to cancel classes when the occasion demands.

D. College Week

1. The normal college week is Monday through Friday, although classes may be scheduled on Saturday.
2. If an instructor is assigned classes on Saturday, he will not be assigned classes within a forty-eight (48) hour block of time without his written permission.
3. Assignment for Saturday classes shall be for no more than one semester per year without prior written consent of the instructor.

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E. College Day

1. Instructional assignments may be at any time of the college day, but following an evening assignment no instructor shall be assigned a class before ten (10) a. m. without his written permission.
2. Evening classes from six (6) p. m. shall be assigned to an instructor no more than two (2) evenings per week without his prior written consent.
3. Every effort shall be made to clear the hours between four (4:00) and six (6:00) p. m. on Wednesday afternoons in order to allow for associational and institutional meetings. Scheduling for these meetings shall be established through the College Steering Committee.
4. Each instructor shall have an hour free for lunch each day between eleven (11:00) and two (2:00) unless written approval waiving the lunch hour is received from the instructor.

F. Office Hours

1. It is expected that sufficient time be given to office hours in order to allow time for individual conferences for those students requiring special help and for developing materials necessary for effective instruction.
2. Class schedules and office hours shall be posted in the instructor's office and submitted in triplicate to the appropriate Dean.
3. Supplemental instructors shall be available for counseling when needed.

G. Campus Assignments

1. Teaching assignments involving full-time instructors outside the present campus will be discussed with the Association. If no agreement can be reached, the position shall be assigned subject to the grievance procedure. It is understood that the instructor's desires shall be considered in making such assignments. Mileage shall be paid such

ARTICLE V

instructors, at the regular rate established for personal automobiles on other college business, whenever such assignments involve more than ten (10) miles per week over what instructors would normally drive to such assignments if they were taught on the Jackson Community College campus in Summit Township.

H. Registration

Faculty members will be expected to be on campus during registration but shall not be assigned clerical duties without their permission. Faculty members during this period will be expected to attend any scheduled faculty meetings.

I. Sponsorship of Student Activities

1. Instructors are expected to devote reasonable time to student activities.
2. Assignment will be based on the instructor's preference as much as possible.
3. Assignments will be made, if necessary, but an instructor will be excused from participation if there is good reason.
4. Elected officers of the Association and members of the Association Negotiating Team may be excused from student activity sponsorship if they request it.

J. Attendance at College Functions

1. Instructors are expected to attend Commencement Exercises for registration periods in which they are employed.
2. Academic attire is provided for the June Commencement at the expense of the College. It is not used for the other graduations.

K. Teaching Facilities

1. Whenever possible there shall be separate enclosed offices for full-time instructors with not more than two instructors to each office.

ARTICLE V

2. Reasonable instructional and office equipment, classroom space, and supplies will be provided for each instructor.
3. A telephone shall be provided for each office grouping or department and this phone shall be operative during all the hours when instructors are on duty.
4. Clerical service shall be provided for each office grouping or Department in the College.

L. Faculty Facilities

1. There shall be provided in each building used for offices or instruction adequate restroom and lavatory facilities exclusively for staff use.
2. One room in each instructional building shall be reserved for use as a faculty lounge appropriately furnished.
3. There shall be adequate facilities where possible in each building for women faculty to lie down.

M. Faculty Parking

1. There shall be provided on each campus adequate space exclusively for faculty parking convenient to each building. Faculty parking shall be furnished at no cost for all faculty owned cars.

N. Vacancies and Promotions

1. Whenever a vacancy in any administrative or supervisory position in the College shall occur or whenever a new administrative or supervisory position is created, the Board shall publicize it by providing written notice of such vacancies to each faculty member.
2. Faculty positions not in the present curricula shall be advertised.
3. Additional assignments, other than overloads, resulting in compensation in excess of \$300 per semester shall be circulated.

ARTICLE V

4. A vacancy shall be publicized at the time job applications are to be received. Notices shall go to the faculty first.
5. Instructors shall apply for such vacancies in writing.
6. In filling vacancies in professional positions, the Board shall give first considerations to the candidates within the college who desire to change their assignments.
7. Appointments shall be made in the best interests of the College, in terms of the job descriptions for each position, considering both the proven competence of present employees and the desirability of the introduction of new viewpoints and personalities.
8. Applying for another position, either within the college or elsewhere, is recognized as a professional right and shall not affect adversely an employee's status in his present position.
9. Each staff member shall be notified of the disposition of his application prior to the publication of the name of the successful applicant.
10. The Board shall have final authority in all appointments.

O. Transfers

1. Any instructor who shall be transferred to a supervisory or executive position and shall later return to an instructor's status shall be entitled to retain such rights, including experience credit on the salary schedule, as he may have had under this Agreement prior to such transfer.
2. Contemplated changes in assignment shall be discussed with all instructors concerned by their Department Chairman and Dean.
3. Such assignments shall be made in the area of the instructor's competency. The instructor's preference shall be honored whenever possible.

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4. Objection to such changes is subject to the grievance procedure.
5. Instructors wishing to change or rotate assignments within their department may make such requests which will be honored whenever possible.
6. Instructors may apply in writing to the appropriate Instructional Dean for interdepartmental transfers at any time and these applications shall be activated and considered when a vacancy occurs.

P. Academic Freedom The rights of the instructor to deal with controversial subjects in his area of competence within the classroom under the protection of the College and the responsibility of the instructor to protect his own and the institution's integrity in these matters as outlined in the Code of Ethics of the Education Profession are confirmed and accepted.

The following quotation is from "Guide for the Evaluation of Institutions of Higher Education," NCA:

"Freedom of the college or university faculty member to present the truth as he sees it in his area of competence both in the classroom and in the reports of his research activities is essential to the accomplishment of the purposes of our society . . . The student can enjoy the freedom to learn only where a corresponding freedom to teach is guaranteed to instructors . . .

"The faculty member, too, has responsibilities in the matter of academic freedom. He must be careful not to use the privileged position he occupies in discussion of subjects other than those in which he possesses special competence as a scholar. For the protection of his profession and his institution he should strive at all times to be accurate and to exercise appropriate restraint in his public utterances. Further, he should recognize that there are limitations on his freedom of expression and action which are dictated by . . . good taste."

Q. Dual-Department Assignments Full-time faculty members who are assigned duties in more than one department shall have membership and shall vote in all departments in which they serve.

ARTICLE V

R. College Steering Committee

1. The college Steering Committee shall be established in accordance with the procedures and with the structure agreed to in negotiation, and appears in Section V B of the Faculty Manual.
2. The Administration and Association shall cooperatively implement its functions.

ARTICLE VI
SUMMER SESSIONS

A. Teaching Loads

1. Full-time teaching load is established at sixteen (16) contact hours per week, but a fifteen (15) contact hour assignment is considered a full load.
2. Both fractional and overloads are computed on the basis of a seven-week summer session and on the basis of sixteen (16) contact hours per week.
3. A seventeen (17) contact hour schedule is not considered as an overload if the class load average is fifteen (15) students or fewer.

B. Non-teaching Assignments

1. Non-teaching assignments are based on a thirty-five (35) hour week for a full schedule.

C. Class Size

1. Maximum class sizes are established on the same basis as the spring and fall semesters.

D. Assignments

1. Instructors in the summer session shall be assigned within their own department unless no regular instructor is available.
2. Assignments will be made, whenever possible, to instructors requesting summer appointments.
3. Assignments shall be arranged on a rotating basis on a schedule developed by mutual agreement under the department chairman. Final assignments shall be made by the Director of the Summer Session.
4. The Administration shall determine necessary institutional research and curriculum work to be divided in any way among the departments.

ARTICLE VI

E. Summer Commitments and Contracts

1. Prior to February 15 Department Chairmen will consult with their departments and make recommendations to the Director of the Summer Session on course offerings. On February 15 the faculty will be advised what courses will be offered on the schedule for the coming summer session. Courses shall be classified at this time as firm, tentative, or experimental.

2. Firm Courses

There shall be a minimum of twenty-five (25) firm courses offered, but in the event of unusual economic or social conditions this figure will be reviewed by the negotiators.

Contracts for firm assignments will be issued on April 15. When a firm course for which a teaching contract has been issued does not materialize because of insufficient student interest, the instructor shall have the option of accepting a comparable, professional non-teaching assignment or of accepting a proportionately reduced contract.

3. Tentative and Experimental Classes

Tentative assignments are for courses with established catalog listing that may be cancelled at any time for lack of student interest.

Experimental courses are new in the curriculum and may be cancelled if there is indication the class will not materialize. Tentative or experimental classes may be added to the schedule at any time prior to registration.

On May 15 tentative contracts will be issued for tentative and experimental assignments. Should these classes be cancelled after May 15, the instructor shall be given a non-teaching assignment or will receive equivalent pay for one-fourth (1/4) of the salary for the class or classes cancelled.

A class will not be cancelled when the number of students registered reaches a number equal to or more than the result of the following formula: Known state aid plus resident tuition divided by average faculty summer session salaries. A class

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may be offered, however, with a smaller enrollment if the Director of the Summer Session determines the class is needed or desired on the schedule.

4. Instructors receiving appointments to summer institutes, workshops, or similar assignments at other institutions after May 15 will be relieved of any contractual responsibility for the summer session.
5. The basic summer session does not preclude special offerings that vary in length from the seven (7) weeks session.

F. Pay

1. The 1971 basic summer session will consist of a seven (7) week session at one-sixth ($1/6$) of the instructor's ten (10) month contract computed on the instructor's 1970-71 salary and with step increases for those eligible.
2. The 1972 basic summer session will consist of a seven (7) week session at one-sixth ($1/6$) of the instructor's ten (10) month contract computed on the instructor's 1971-72 salary and with step increases for those eligible.
3. Compensation for summer overloads will be paid at $1/100$ th of the instructor's twelve (12) month salary for each contact hour per week of overload assignment.
4. English composition classes registering more than twenty (20) students will be compensated for on the $4/3$ rds basis of the regular semester.

ARTICLE VII

DEPARTMENT CHAIRMEN

A. Selection and Appointment

1. Department Chairmen are appointed annually and they may succeed themselves.
2. The departments or any member thereof may nominate a member or members for department chairmen. Any administrator may also make nominations. The President of the College will make the final appointments from these nominees.
3. Nominations shall be submitted to the President by May 10. Appointments shall be made no later than June 1 of each year.
4. If the chairmanship should for any reason become vacant before the expiration of the term of service of the incumbent, the same procedure will be followed to fill the vacancy.

B. Salary and Teaching Load

1. Each department chairman with departments of more than 5 members will be granted a reduction from his normal teaching load for the purpose of carrying out departmental business. There will also be a salary increment as established in Article XI, Section K-1.
2. Each department chairman of departments with 5 or fewer members will receive a salary increment established in Article XI, Section K-1. A reduced load may be approved by the Administration if departmental business requires substantial time.
3. Membership in each department shall be established on May 15 on a pro rata basis, excluding supplemental instructors and instructors on leave.

C. Responsibilities

1. The duties of the department chairmen will be developed cooperatively by them and the appropriate administrator, and will be set forth in the job descriptions for their positions.

ARTICLE VII

2. Subject to the provisions of Article VI on the Summer Session, summer employment may be offered to but not required of department chairmen.
3. When a chairman is absent for an extended period or a summer session, a temporary chairman will be appointed.

ARTICLE VIII
FACULTY BENEFITS

A. Insurance

1. Eligibility

- a. All full-time instructors shall be eligible for the complete insurance coverage.
- b. Coverage shall not apply to supplemental instructors or other non-contract part-time professional personnel.
- c. For the purpose of definition, an instructor shall be on at least 75% pay and load assignment to be regarded as full-time.
- d. Part-time instructors who are employed on annual or continuing contracts have the option of inclusion in the group hospitalization portion of the program by paying at the rates charged the group.

2. Effective Date

The annual reopening date of all insurance policies shall be September first.

3. Hospitalization Insurance

- a. The College shall pay the entire group premium for each full-time instructor who is the head of a family or is the only spouse to whom hospitalization insurance is available. No hospitalization is to be supplied to instructors whose spouses can or do cover them through a comparable policy obtained in other employment outside the school.
- b. Benefits shall consist of Blue Cross-Blue Shield MVF-2 as the basic program, supplemented by Master Medical Insurance. Proof of insurance and literature describing coverage shall be furnished by the carrier to each employee.

4. Life Insurance

- a. The life insurance program is carried with the Mutual Benefit Life Insurance Company, Newark, New Jersey and

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is written through the Michigan Education Special Services Association.

- b. Premiums for instructors eligible for coverage shall be paid by the College.
 - c. Benefits under this policy for each eligible instructor shall consist of group term life insurance in an amount rounded off at the next thousand above the basic annual salary up to a maximum of \$25,000. There shall also be an equal amount of Accidental Death and Dismemberment Insurance.
 - d. Proof of insurance and literature describing coverage shall be furnished by the carrier to each employee.
5. Travel Accident Coverage While on College Business
- a. Faculty members traveling on College business are covered by a death and dismemberment accident policy with The Insurance Company of North America of ten (10) times the annual salary with a minimum of \$50,000 and a maximum of \$200,000.
 - b. This coverage is paid by the College.

B. Leaves of Absence Paid

- 1. Personal Illness or Disability
 - a. An instructor's income shall be continued, for each illness or disability, at full basic salary rate for the first thirty (30) days; at 85% for the second thirty (30) days; at 75% for the third thirty (30) days.
 - b. Days for the purposes of this provision are calendar days.
 - c. All instructors absent will cause the fact to be reported to their department chairman or supervisor in advance of their next time obligation. If not available, the message shall be left with the office of the appropriate dean.
 - d. The College reserves the right to require a medical examiner's report on causes of frequent or extended absence for health reasons.

ARTICLE VIII

2. Long-Term Disability

- a. If an instructor, prior to age 65, becomes totally and permanently disabled for a period of longer than ninety (90) days, this plan carried through the Michigan Education Special Services Association will provide payment of sixty percent (60%) of basic monthly earnings, subject to a maximum of \$1500 per month, for as long as the employee remains so disabled, but not beyond age sixty-five (65).
- b. Benefits payable from Workmen's Compensation, Social Security, etc. will not be included in the determination of the payment until total compensation reaches seventy-five (75) percent of basic monthly earnings.

3. Bereavement and Family Illness

- a. Leave not to exceed three (3) days may be allowed for such occasions in the immediate family.
- b. Bereavement leave may be followed by personal affairs leave if the employee is required to attend to business matters following the death of a near relative.
- c. Arrangements for personal leave in such case shall be made by telephone if not anticipated at the beginning of the bereavement leave.

4. Personal Affairs

- a. Reasonable leave may be permitted for matters which cannot be cared for in free time and which would result in legal, business, or family disadvantage if not covered at the appropriate time.
- b. Such leaves when known in advance shall be presented to the Dean one (1) week prior to the time the Instructor wishes to leave and provisions shall be made for handling the Instructor's responsibilities in his absence. Approval in writing must first be obtained from the Dean.
- c. Emergency absences should be reported to the College as soon as possible after the emergency is known.

ARTICLE VIII

- d. A faculty member who is summoned and reports for jury duty or is subpoenaed and reports as a witness in any judicial hearing shall receive a leave of absence and shall be paid at his regular salary rate. All jury duty fees and expert witness fees received while on leave shall be turned over to the College.
 - e. Under no circumstances will leaves from scheduled College activities be given for receiving pay for other employment.
5. College Assignments

- a. Absence from campus as a representative of the College shall be regarded as an extension of duty. Arrangements should be made with the Instructional Dean at least a week in advance.
- b. Instructors on approved trips are covered by the College insurance policies.

6. Sabbatical Leave

The Board of Trustees of the Jackson Community College will consider sabbatical leave applications from full-time instructors in accordance with the following specific provisions:

- a. Instructors who have served the College under either Board for eight (8) years are eligible for a sabbatical leave.
- b. Seniority in service shall be given priority consideration in the granting of all such leaves.
- c. At the option of the instructor, the sabbatical leave may be taken for one semester, two semesters or a summer session.
- d. A proposal for a summer sabbatical shall be on conditions that do not exist during the year or cannot be arranged by a department during a regular semester. These sabbaticals may be rejected by the Board without recourse to the grievance procedure by the applicant.

ARTICLE VIII

- e. The salary for the sabbatical leave will be half the ten (10) months' salary for two semesters, full pay for one (1) semester, or for one summer session at the summer rate.
- f. If an instructor receives a grant or fellowship, the instructor's pay from Jackson Community College will be reduced so that total income from Jackson Community College and the grant or fellowship will not be more than one and one-third (1 1/3) times his regular ten (10) months' pay at Jackson Community College.
- g. No more than five (5) percent of the faculty shall be on sabbatical leave at the same time.
- h. All such leaves will always be conditioned by departmental arrangements which will preclude any loss of efficiency in the department or any substantial deviation from the announced program of the College.
- i. When possible the College shall hire short-term replacements for instructors applying for sabbatical leaves if their assignments cannot be assumed by other members of the staff.
- j. All such leaves shall be limited to purposes that clearly promise reciprocal advantage to the College through the enhancement of personal competence by study, research writing, or cognate pursuits.
- k. An instructor who receives a sabbatical leave shall return to the College for a period of two (2) years or refund, on a prorated basis, the salary received during the leave period.
- l. Application dates:
 - (1) Leaves for 1970-71 shall be requested at least one (1) semester before the leave.
 - (2) Beginning with sabbaticals for college year 1971-72, applications for sabbatical leaves must be submitted at least one year before the leave. Notice of sabbatical approval or disapproval shall be given at least nine (9) months prior to the leave.

ARTICLE VIII

C. Leaves of Absence Non-paid

1. Instructors who are called to active military duty will be granted leaves for such period.
2. Women instructors may be granted maternity leave not to exceed one year, however, resumption of employment shall be at the beginning of a semester.
3. Instructors may apply for leave without pay for professional travel, schooling, exchange teaching, or related work activity and may be granted such leaves if replacement can be obtained. Instructors on continuing contracts shall have preference for such leaves.
4. Leaves of absence will be granted for health reasons.
5. The Board shall grant a leave of absence without pay, upon application, to any instructor to campaign for, or serve in, a political office.
 - a. Such leave shall be requested thirty (30) days in advance of the date it is to begin.
 - b. Leave shall begin with the start of active campaigning and shall be terminated at the end of the semester following an unsuccessful election.
 - c. Leave for office holding may be extended no more than two years following a successful election.
 - d. Instructors on continuing contract who resign to hold either an elective or an appointive office will be given reemployment preference upon completion of their terms.
6. Campaigning for or the holding of local offices which carry minimum reimbursement and do not entail interference with normal college obligations shall not require a leave, but instructors not on leave shall be particularly careful to observe the Code of Ethics in connection with political involvement and shall "refrain from exploiting the institutional privileges of their professional position to promote political candidates or partisan activities."

ARTICLE VIII

7. A leave of absence of one (1) year may be granted to any instructor, upon written request, for the purposes of serving as an officer of a professional association or as paid staff member of such association. Such leave should begin at the beginning of a semester. The leave may be extended for one (1) additional year upon written request of the instructor ninety days prior to the instructor's scheduled return to teaching.

D. Continuation of Benefits While on Leaves

1. Non-paid Leaves

- a. Experience credit on the salary schedule will continue to accrue for all the types of non-paid leaves specified in VIII-C-3.
- b. Instructors may arrange to continue college group insurance at the group rate, premiums to be paid by the instructor, except that women on maternity leave shall upon resumption of employment be reimbursed an amount equal to the single member premium for Blue Cross-Blue Shield for a period not to exceed six (6) months.
- c. An instructor on unpaid leave shall retain all years earned toward sabbatical leave, but shall not accrue additional years while on leave.

2. Sabbatical

- a. Experience credit on the salary schedule will continue to accrue while on sabbatical leave.
- b. All benefits provided under this Master Agreement shall be guaranteed to an instructor on sabbatical leave.
- c. Group Term Life Insurance will be continued on the basis of the annual contractual salary.

E. Retirement

1. All contracts with professional employees shall be terminated at the end of the fiscal year (June 30) in which the employee becomes sixty-five (65) years of age.

ARTICLE VIII

2. This shall not preclude the employment of instructors over sixty-five (65) years of age for limited periods.
3. Instructors may apply for early retirement in accordance with the State Retirement Law.
4. Instructors contemplating retirement should give notice of their intentions a semester before the effective date.
5. Retiring professional staff members who have served ten (10) or more years with the College may be considered for Emeritus appointment upon recommendation of the professional staff. Such appointments carry entitlement to all courtesies and services available to the active staff, but no remuneration.
6. A terminal leave benefit of \$50.00 per year of service with the College under either Board will be paid upon retirement to:
 - a. Any instructor who retires at the end of the fiscal year in which he attains the age of sixty-five (65) and has served a minimum of ten (10) years.
 - b. Any instructor who has twenty (20) years of service who retires at the end of the fiscal year in which he attains age sixty (60) or at the end of any year thereafter.
 - c. Any instructor who retires after reaching age fifty-five (55) who has fifteen years of service if retirement is the result of ill health sufficient to qualify the instructor for disability retirement under the Michigan Retirement System for Public School Employees Act.

F. Physical Examinations

1. At the request of the President, any instructor shall receive a physical examination by an approved physician covering any condition which appears to interfere seriously with the instructor's performance of duties. The cost of such examination shall be borne by the Board.
2. Each instructor shall submit annually a report of a recent TB test or chest X-ray.

ARTICLE VIII

3. Each new instructor shall submit a report of a recent physical examination by a physician, and the contract of employment shall not become effective if an unsatisfactory health condition is present, as determined by the College Physician. Cost of such examination is borne by the prospective instructor.

ARTICLE IX

GRIEVANCE PROCEDURE

A. A grievance is hereby defined to be any dispute or controversy between the parties to this Agreement, or between the Administration and any instructor covered by this Agreement, with respect to matters arising during the term of this Agreement which affect a condition of employment, discipline, or discharge or otherwise arise out of the provisions or administration of this Agreement.

B. To be valid a grievance must be filed at Step 1 or Step 2 within twenty (20) days from the time the grievant became aware or should have been aware of the event which gave rise to the alleged grievance. Time periods may be extended by mutual agreement by the parties. When referred to hereinafter, days shall mean working days unless otherwise herein stated.

C. The number of days indicated at each step should be considered as maximum and every effort should be made to expedite the process. However, the time limits may be extended by mutual consent. Failure to answer a grievance at any step shall be considered a denial of the grievance.

D. At any step of the grievance procedure either party may have representatives present. This is in addition to the Association Representatives mentioned in the grievance steps.

E. At any step of the grievance procedure either party shall have the right to bring in witnesses to participate in the hearing.

F. Any instructor believing he has a basis for a grievance will first informally discuss the grievance with his Department Chairman or immediate supervisor. If after the discussion, the instructor still believes a grievance exists he may invoke the formal grievance procedure.

G. In the event the Association files a grievance, it shall be processed directly at Step 2.

H. In the event the Board believes there has been a breach of the contractual agreement by the Association, then the President shall have the right to present the matter to the Association Grievance Committee in writing. A meeting shall then be held within ten (10) days. If the matter

ARTICLE IX

cannot be resolved, mediation may be requested. If mediation cannot settle the dispute, arbitration may be invoked.

I. Discharge. In the event of a discharge the aggrieved party may file a grievance within ten (10) days directly to Step 2. Subsequent to Step 3, mediation may be invoked by either party.

J. Grievance Procedure

Step 1. A grievance shall be presented in writing to the appropriate Dean or his designee, with a copy to the Association, who will meet with the grievant and Association representative. The meeting shall be held within six (6) days of the filing of the grievance in Step 1. Following the meeting a written answer shall be presented to the Association and the grievant within four (4) days. Following the answer, the grievant or Association shall have six (6) days to move the grievance to Step 2. In the event this is not done the grievance will be considered to have been withdrawn.

Step 2. A grievance appealed to Step 2 shall be discussed between the President or his designee and the grievant and the Association Representative(s). The meeting shall be held within eight (8) days of the presentation of the grievance. Following the meeting, the President or his designee shall answer the grievance in writing within five (5) days. A copy of the answer shall be given to the Association. Following this answer the grievant and/or the Association shall have eight (8) days within which to appeal and if this is not accomplished the grievance will be considered to have been withdrawn.

Except for Association or discharge grievances, appeals from Step 2 are made only to arbitration.

Step 3. Association or discharge grievances appealed to Step 3 will require a meeting between the grievant, the Association Representative(s) and the Board. This meeting will not be public. The meeting shall be held within twenty (20) days of the filing of the grievance in Step 3 and the Board shall have ten (10) days to answer in writing.

ARTICLE IX

K. Arbitration If the grievant is not satisfied with the disposition of the grievance at the previous step or if no disposition has been made within the period provided, the grievance may be submitted to arbitration before an impartial arbitrator. This must be done within twenty (20) days following the denial of the grievance at the previous step not counting July or August.

1. If the parties cannot agree on an arbitrator within ten (10) days after the demand for arbitration has been made, the arbitrator shall be selected pursuant to the rules and procedures of the American Arbitration Association whose rules shall likewise govern the arbitration proceeding.
2. Except as provided by law, the parties shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.
3. The arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement.
4. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any Court of competent jurisdiction.
5. The fees and expenses of the arbitrator shall be shared equally by the parties.

L. If any faculty member for whom a grievance is filed, processed, or sustained shall be found to have been unjustly discharged or demoted, the arbitrator shall be empowered to determine whether he shall be restored to his former position with full reimbursement of all professional compensation lost or shall have the authority to reduce the penalty.

M. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participants.

N. It is agreed that the aggrieved party and the Association shall be furnished with any information possessed by the Board or the Administration necessary for the processing of any grievance or complaint.

ARTICLE IX

O. Nothing contained herein shall be construed to prevent any instructor from presenting a grievance and having the grievance adjusted without the intervention of the Association. However, no grievance shall be adjusted without prior notification to the Association and an opportunity for an Association Representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement.

P. In the administration of the grievance procedure, the representation of the faculty members is solely the responsibility of the Association.

Q. A grievance may be withdrawn at any level. However, if in the judgment of the Association Grievance Committee the grievance affects the welfare of the faculty, the grievance may be continued to be processed as a grievance of the Association.

R. No reprisals of any kind shall be taken against any faculty member for participating in any grievance.

ARTICLE X

FACULTY EVALUATION

A. The evaluation of staff performance is the responsibility of the Instructional Deans with advice of the appropriate Department Chairmen.

B. It is agreed that evaluation shall be done in a fair and equitable manner following the procedures agreed to in negotiations and shall be subject to the grievance procedure.

D. The procedures which are to be followed are those found in Section V of the Faculty Manual as of the date of the signing of this Agreement.

ARTICLE XI

PROFESSIONAL COMPENSATION

A. Dates of Issue and Return

1. All contracts or letters of appointment for returning members of the staff shall be issued by April 15.
2. Said contracts or letters of appointment are to be signed and returned to the Board of Trustees by May 1 and are subject to the terms of the Master Agreement.

B. Annual Contracts

1. New faculty members will be employed on annual contracts during the first two years of employment, except that an instructor with no previous community college teaching experience may be required to serve three years on annual contract.
2. Annual contracts for new faculty members will be renewed if both the instructor and the Board desire such renewal.
 - a. The Board will notify the instructor in writing by April 1 if his contract is not to be renewed, together with reasons for non-renewal if such is the case.
 - b. Similarly, the instructor will notify the Board by May 1 if he does not desire renewal of his contract.
3. In addition to the terms of Article XI-B-1, an instructor may for good reason and by mutual agreement between the Association and the Board, be offered a third year on annual contract before being placed on continuing contract or released.

C. Continuing Contracts

1. Any instructor who has been employed by the Board on a full-time basis for two ten-month contracts and who meets the Board requirements in Article XI-B and is recommended by the President, will be appointed to a continuing contract at such salary as the salary schedule may provide.

ARTICLE XI

2. An instructor who wishes to be released from continuing contract shall give notice in writing no later than sixty (60) days prior to the beginning of the semester when the resignation is to become effective.
3. A continuing contract shall not be terminated without a probation period of at least one (1) year, except for retirement or serious misconduct.
4. Probation shall be established by the Board on the recommendation of the appropriate Dean and the President of the College, following an evaluation interview with the instructor. Notification shall be no later than April 15. A copy shall be sent to the instructor and the Association.
5. No instructor on continuing contract shall be placed on probation, dismissed, publicly reprimanded or otherwise disciplined without just cause and proper procedure. Such action will be subject to the professional grievance procedures as described in this Master Agreement.
6. An instructor on probation will be evaluated twice (once prior to December 15 and again prior to March 15) with special attention paid to any reduction or correction of the stated deficiencies. The Dean and the President shall then recommend to the Board either the removal of probation or termination of contract. The Board will notify the instructor in writing with a copy to the Association by April 1 if his contract is to be terminated or by April 15 if he is to be removed from probation.

D. Contract Forms

Contract forms are Appendix B of this Agreement.

E. Travel Allowance

An instructor shall be released from regular duties without loss of salary at least one day each semester for the purpose of participating in area or regional professional meetings or interinstitutional visitations.

1. Each division or department is allowed \$150 per year conference travel allowance with an additional \$100 per year for

ARTICLE XI

each additional four members over four and major fraction thereof, two constituting a major fraction. A minimum of \$150 is allowed per department. In addition \$25 for each instructor assigned to a department is allowed.

2. Instructors assigned to more than one department shall receive their conference allowance from the department of their major assignment.
3. The department members are responsible for utilization and scheduling of these funds.
4. In order to schedule attendance at National Conventions or other expensive conferences, it is permissible for departments to carry over the conference funds not to exceed \$300 from one year to another.
5. Department Chairmen shall be allowed a uniform travel allowance of a minimum of \$100 per year for professional conferences.
6. A contingency fund of \$100 will be established for travel allowance for any instructor who is appointed or elected to a regional, state, or national professional committee in his specialized area. This fund will be kept separate from the regular departmental travel allowance.

F. Salary Schedules

1. The salaries of instructors covered by this Agreement are set forth in Appendix A, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term agreed upon.
2. The ten months' schedule is for a full-time assignment during the fall and spring semesters.
3. The summer schedule is for a full-time assignment during a summer session.
4. Step advancement is on an automatic yearly basis until maximum is reached.

ARTICLE XI

G. Placement of New Faculty

1. College level teaching experience will be evaluated at full credit, with suitable pro-rating of part-time assistantships and similar appointments.
2. Teaching other than college will be evaluated at full credit for one year. Teaching experience beyond this amount will be allowed at half credit.
3. Military experience will be evaluated at half credit with a maximum of two years allowed.
4. Other work experience will be allowable only if it is pertinent to the teaching field. This will be evaluated at full credit for one (1) year. Experience beyond this amount will be allowed at one-half credit.
5. The total allowable experience in all categories for step placement will not exceed six years.
6. Under special circumstances, credit in excess of this amount may be granted by the President with the amount specified and supporting data justifying the action.
7. Step and Class placement of new instructors will be reviewed by the Personnel Review Committee within the first semester of employment. Instructors shall be present at the time of the review.

H. Definitions of the Qualifications for Salary Classification

1. Instructors are classified for salary purposes into four Classes based on academic preparation. Promotion to a higher Class is recommended by the Personnel Review Committee on the following criteria:

Class I Bachelor's degree or equivalent.

Class II Master's degree or 30 semester hours of graduate credit beyond Class I.

ARTICLE XI

Class III Master's degree plus 30 semester hours of graduate credit after qualifying for Class II OR 60 semester hours graduate credit beyond Class I, including the Master's degree.

Class IV 30 semester hours of graduate credit in addition to Class III requirements (or the earned doctorate).

2. An employee without a Bachelor's Degree but qualified for a specific professional position in relation to the instructional program of the College may be employed on Class I with step placement according to allowable experience. In this category, however, Steps 9 and 10 will not apply and the employee will not be eligible for a continuing contract nor rank designation until a Degree or equivalent has been obtained.
3. Undergraduate credit may be approved as equivalent to graduate credit when
 - a. Courses are in the specific teaching area of the applicant.
 - b. Courses outside the specific teaching area contribute to the instructor's effectiveness to the College.
4. Approval of undergraduate courses is required by the Personnel Review Committee and the President prior to the time the course is taken.
5. Professional or institute courses may be evaluated as graduate equivalency when approved in advance by the Personnel Review Committee and the President.
6. Class advancements involving undergraduate credit heretofore approved will remain unchanged.
7. Employment directly related to the teaching area of an instructor may be evaluated as equivalent credit for class advancement on the salary schedule. The employment should be in a position in a business, industry, or an activity appropriate to the instructor's teaching area wherein his students would be employed. Such credit, including the number of hours of employment shall be processed through the Department Chairman and must be approved in advance each semester by the Personnel Review Committee and the President.

ARTICLE XI

a. Full-time Employment

Equivalency will be evaluated on the basis of two-thirds semester hours per week of full-time employment (minimum hours required by the occupation) with a maximum of 8 semester hours credit for any one summer.

b. Part-time Employment

Equivalency will be evaluated on the basis of one semester hour for five (5) hours employment per week per semester to a maximum of four (4) semester hours for any one semester with a maximum of six (6) semester hours credit for any one academic year.

The maximum credit allowable for class advancement for any instructor is a total of thirty (30) semester hours of such work experience credit. Self employment does not qualify for work experience credit.

8. The following salary adjustments are made for faculty members in Classes III and IV:
 - a. For an earned Specialist, Candidate, or similar certificate, an annual salary addition of \$250 shall be approved.
 - b. An annual salary addition of \$250 shall be approved upon certification by the Dean or the student's advisor of the graduate school that the applicant has been admitted to a program leading to a Doctor's degree and that a minimum of one full year of organized graduate work beyond the Master's degree has been satisfactorily completed.
 - c. For an earned Doctorate degree an annual salary addition of \$900 shall be approved.
9. It is the responsibility of the instructor to supply verification of credits and certificates to the Board.
10. In moving from one class to a higher class placement, step advancement shall be maintained.

ARTICLE XI

I. Personnel Review Committee

1. The functions of this Association-Administration Continuing Committee are as follows:
 - a. They will review the initial Step and Class placement of new instructors during the first semester of employment. Instructors shall be present at the time of the review.
 - b. They will review applications for Step and Class adjustments for present faculty members.
 - c. They will review applications for graduate equivalency for both undergraduate courses and work experience.
 - d. They will review applications for sabbatical leaves.
 - e. Based on these reviews, they will make recommendations to the President for presentation to the Board of Trustees.
2. The membership of this committee is as follows:
 - a. Three Administrators, one of whom will be Chairman of the committee.
 - b. The Chairman of the Department of the applicant.
 - c. An Association member from Salary Class I.
 - d. An Association member from Salary Class II.
 - e. An Association member from Salary Class III.
 - f. An Association member from Salary Class IV.
 - g. A member-at-large from the Faculty Association.
 - h. A Secretary-recorder will be selected by the committee from its membership at the beginning of each academic year.

ARTICLE XI

J. Counselors and Coordinators

1. Compensation for counseling or coordinating is computed on 6% of the first seven steps of the Class II teaching schedule.
2. The counseling staff shall be placed on the schedule with full credit for previous counseling experience.
3. Compensation for part-time counseling shall be pro-rated.

K. Department Chairmen

1. Compensation for Department Chairmen is \$750 for the 1970-71 fiscal year and \$800 for the 1971-72 fiscal year.
2. A temporary Chairman for the summer session shall be paid 1/6 of his Department Chairman's annual stipend.
3. A temporary Chairman serving for an extended period during the regular academic year shall be paid a share of his Department Chairman's annual stipend on a pro-rata basis.

L. Coaching

1. Coaching salaries are based on the percentages listed below and are computed on the first seven steps of the Class II, ten months' teaching schedule.

Basketball	15%
Swimming	11.5%
Assistant Basketball	10%
Men's Intramural	10%
Women's Intramural	10%
Track	9%
Cross Country	8%
Baseball	8%
Soccer	8%
Tennis	7%
Golf	7%
Assistant Track	6%
Ticket Manager (Athletics)	\$200

ARTICLE XI

2. The coaching staff shall be paid on the schedule according to coaching experience in the sport involved and not according to teaching experience.

M. Supplemental Instructors

1. Compensation is paid as follows:

<u>Semester</u>	<u>Amount</u>
1 and 2	\$140 per contact hour
3 and 4	145 per contact hour
5 and 6	150 per contact hour
7 and 8	155 per contact hour
9 and over	160 per contact hour

2. English Composition is compensated at 4/3.

N. Salary Payment

1. The salary of each instructor shall be paid on a bi-weekly basis.
2. The instructor shall upon written notice have the option of receiving his compensation for the ten-months' contract in 20 or 26 payments.
 - a. The first Friday after Labor Day shall be the first pay for those on 26 payments.
 - b. The third Friday after Labor Day shall be the first pay day for those on 20 payments, but One-Hundred Dollars (\$100) of this first pay shall be advanced on the first Friday after Labor Day.
3. Compensation for the Summer Session is paid in three equal installments on or after July 1 and within the seven-week Summer Session.
4. When a normal pay day occurs on a day when classes are not in session such pay day shall be the last day of classes, except there shall always be at least one week between pay days.

ARTICLE XI

5. Deductions may be authorized and shall be executed for any of the following:
 - a. United Professional Dues
 - b. Government Bonds
 - c. Jackson County School Employees' Credit Union
 - d. Tax sheltered Annuity
 - e. Such others as are mutually agreed upon by the Association and the Board
6. Salary checks are to be mailed or delivered in sealed envelopes at the instructor's option.

O. Faculty Prepared Instructional Material

1. Material Prepared on Own Time

Salable material developed by staff members on their own time shall not become the property of the College, but such materials may be sold to students of Jackson Community College only under an arrangement with the College.

2. Material Prepared on Contract Time

Salable material developed by staff members during time allocated for that purpose and compensated for by the College shall become the property of the College and royalties accrued therefrom shall be distributed on the basis of 25% to the inventor or inventors, author or authors and 75% to the College unless another method for distribution of proceeds was arranged prior to the development of the material. Materials prepared for Jackson Community College student use under these conditions shall be sold to the students with no profit to the author. Patents or copyrights shall be issued to the inventor or author and the College or its assignees.

ARTICLE XII

MISCELLANEOUS

A. Long-range institutional planning shall be conducted cooperatively by the Administration and the Faculty.

B. Institutional Identification Cards will be supplied to all faculty members during the September registration period.

C. The Association will notify the President or his designee by November 1, of the year preceding the expiration of the Master Agreement, of any changes in the membership of the Association's negotiating team. Their schedules then will be arranged for three (3) three-hour (3 hr.) common periods in every week free of classes or other college commitments during the second semester; however, in no event shall the college be responsible for clearing the schedule of more than five (5) people so designated by the Association.

D. In order to promote mutual understanding of the terms of the contract or relation to specific problems, monthly meetings of negotiators shall be held. In addition to negotiators, the President of the Faculty Association and the President of the College may attend.

E. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

F. This Agreement shall likewise supersede any constitutional or by-law provisions of the Association heretofore in effect.

G. All instructor contracts shall be made expressly subject to the terms of this Agreement.

H. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

I. Copies of this Agreement shall be presented by the Administration to all new instructors at the time the appointment letter is issued.

J. The Association shall have two hundred (200) copies of this Agreement for its use.

ARTICLE XII

K. If any provision of this Agreement or any application of the Agreement to any instructor or group of instructors shall be found contrary to law, then such provision or application shall not be deemed valid or subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

L. This Agreement shall not be effective until approved as to form by counsel for the Association and for the Board.

ARTICLE XIII

RESERVE CLAUSE

All rights and authority of the Board prescribed by law or stated in Article II of this Agreement are retained. This Agreement covers all subjects of bargaining and there shall be no duty on either party to bargain collectively regarding those matters covered in this Agreement unless otherwise specified for the duration of this Agreement.

ARTICLE XIV

DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 1970 and shall continue in effect until August 31, 1972. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

BOARD OF TRUSTEES

By George E. Potter
Chairman

By Charles O'Leary
Secretary

By Robert E. Snyder
Chief Negotiator

By Donald P. Troyer
Negotiator

By John A. Lamb
Negotiator

ASSOCIATION

By Robert C. Darcy
Chairman

By Michael B. Waldman
Secretary

By Bernard M. Rigg
Chief Negotiator

By Robert C. Darcy
Negotiator

By Henry S. McKeown
Negotiator

By Michael B. Waldman
Negotiator

Date of Signing July 31, 1970

APPENDIX A

Index

	Class	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>
Step	1	.92	1.00	1.04	1.08
	2	.98	1.07	1.12	1.17
	3	1.04	1.14	1.20	1.26
	4	1.10	1.21	1.28	1.35
	5	1.16	1.28	1.36	1.44
	6	1.22	1.35	1.44	1.53
	7	1.28	1.42	1.52	1.62
	8	1.34	1.49	1.60	1.71
	9	1.40	1.56	1.68	1.80
	10	1.46	1.63	1.76	1.89

Salary Schedule 1970-71
Ten Months (2 Semesters)

	Class	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>
Step	1	\$ 8,096	\$ 8,800	\$ 9,152	\$ 9,504
	2	8,624	9,416	9,856	10,296
	3	9,152	10,032	10,560	11,088
	4	9,680	10,648	11,264	11,880
	5	10,208	11,264	11,968	12,672
	6	10,736	11,880	12,672	13,464
	7	11,264	12,496	13,376	14,256
	8	11,792	13,112	14,080	15,048
	9	12,320	13,728	14,784	15,840
	10	12,848	14,344	15,488	16,632

Summer Session, 1971

	Class	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>
Step	1	\$ 1,349	\$ 1,467	\$ 1,525	\$ 1,584
	2	1,437	1,569	1,643	1,716
	3	1,525	1,672	1,760	1,848
	4	1,613	1,775	1,877	1,980
	5	1,701	1,877	1,995	2,112
	6	1,789	1,980	2,112	2,244
	7	1,877	2,083	2,229	2,376
	8	1,965	2,185	2,347	2,508
	9	2,053	2,288	2,464	2,640
	10	2,141	2,391	2,581	2,772

APPENDIX A

Salary Schedule 1971-72
Ten Months (2 Semesters)

Class		<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>
Step	1	\$ 8,740	\$ 9,500	\$ 9,880	\$ 10,260
	2	9,310	10,165	10,640	11,115
	3	9,880	10,830	11,400	11,970
	4	10,450	11,495	12,160	12,825
	5	11,020	12,160	12,920	13,680
	6	11,590	12,825	13,680	14,535
	7	12,160	13,490	14,440	15,390
	8	12,730	14,155	15,200	16,245
	9	13,300	14,820	15,960	17,100
	10	13,870	15,485	16,720	17,995

Summer Session, 1972

Class		<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>
Step	1	\$ 1,457	\$ 1,583	\$ 1,647	\$ 1,710
	2	1,552	1,694	1,773	1,853
	3	1,647	1,805	1,900	1,995
	4	1,742	1,916	2,027	2,138
	5	1,837	2,027	2,153	2,280
	6	1,932	2,138	2,280	2,423
	7	2,027	2,248	2,407	2,565
	8	2,122	2,359	2,533	2,708
	9	2,217	2,470	2,660	2,850
	10	2,312	2,581	2,787	2,993

Note: A twelve month contract can be computed by adding the ten month and summer session schedules together.

APPENDIX B

JACKSON COMMUNITY COLLEGE
JACKSON COUNTY, MICHIGAN

CONTINUING EMPLOYMENT CONTRACT

Jackson, Michigan _____ 19__

To _____

You are hereby offered a faculty position in Jackson Community College. Your employment shall be subject to the terms of the negotiated basic contract between Jackson Community College and the Faculty Association of Jackson Community College and the rules and policies of the College applicable to professional personnel. This contract is for professional services and is not assignable. You are to perform the duties of the position to which you are assigned as described in the policy manuals of the College and to engage in no other major employment during the life of this contract.

This contract shall be terminated at the end of the service year in which you attain the age of sixty-five unless terminated prior to that time in accordance with the basic contract.

Your salary shall be determined annually in accordance with your assignment and the official salary schedules, and shall be subject to such deductions and withholdings as may be required by law or established by mutual agreement.

Assignments to chairmanships, coaching, counseling, or other special duties shall remain on an annual basis and assignment to or release from such duties shall not affect the validity of this contract.

This contract will not be binding on either party until you have signed and returned two copies of this contract as presented to you and have received a receipted copy signed by a proper representative of the College.

JACKSON COMMUNITY COLLEGE

By _____

ACCEPTANCE

I hereby accept the foregoing position upon the terms and conditions specified above.

Dated _____, 19__ . _____
Signature

RECEIPT

A signed copy of the foregoing contract has been received and filed.

Dated _____, 19__ . _____

JACKSON COMMUNITY COLLEGE
OF JACKSON COUNTY, MICHIGAN

ANNUAL EMPLOYMENT CONTRACT

Jackson, Michigan _____ 19__

To _____

You are hereby offered the position of _____ Class _____
Step _____, with the Jackson Community College for a period of _____
beginning _____, 19___. This contract is for professional
services and is not assignable. You are to perform the duties of the position as described
in the policy manuals of the College, and to engage in no other major employment during
the period of your assignment.

Your salary shall be determined by and in accordance with your assignment (10 or 12
months), and the salary schedule and policies in effect for the period covered by this
contract. Your salary shall be subject to such deductions and withholdings as may be
required by law or established by mutual agreement.

It is expressly understood that nothing herein shall guarantee your assignment to the
summer session nor require you to accept a summer assignment under this contract.

It is further understood that both parties are bound by the terms of the negotiated basic
contract between Jackson Community College and the Jackson Community College
Faculty Association.

This offer is made with the understanding that you have satisfied all requirements of
the State of Michigan for this position or will do so before assuming your position.
This contract will not be binding on either party until you have signed and returned
two copies of this contract as presented to you and have received a receipted copy
signed by a proper representative of the College.

JACKSON COMMUNITY COLLEGE

By _____

ACCEPTANCE

I hereby accept the foregoing position upon the terms and conditions specified above.

Dated _____, 19___. _____
Signature

RECEIPT

A signed copy of the foregoing contract has been received.

Dated _____, 19___. _____

APPENDIX B

JACKSON COMMUNITY COLLEGE

Faculty Assignment

Date _____

To _____

Your assignment for the 1970-71 college year is as follows:

Your pay for the year is based on Step _____, Class _____ in the amount of \$ _____. Additional assignments are as follows:

This assignment is in accordance with your contract and the policies and regulations of the College.

Please sign and return by _____

Signed _____
Harold D. McAninch, President

I agree to perform the assignment(s) listed above.

Date _____ Signed _____

APPENDIX C

CODE OF ETHICS OF THE EDUCATION PROFESSION*

PREAMBLE

The educator believes in the worth and dignity of man. He recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of democratic citizenship. He regards as essential to these goals the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts his responsibility to practice his profession according to the highest ethical standards.

The educator recognizes the magnitude of the responsibility he has accepted in choosing a career in education, and engages himself, individually and collectively with other educators, to judge his colleagues, and to be judged by them, in accordance with the provisions of this code.

*The Code of Ethics, as contained in this Appendix, was adopted at the 1968 Representative Assembly of the NEA.

PRINCIPLE I

Commitment to the Student

The educator measures his success by the progress of each student toward realization of his potential as a worthy and effective citizen. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfilling his obligation to the student, the educator - -

1. Shall not without just cause restrain the student from independent action in his pursuit of learning, and shall not without just cause deny the student access to varying points of view.
2. Shall not deliberately suppress or distort subject matter for which he bears responsibility.
3. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
4. Shall conduct professional business in such a way that he does not expose the student to unnecessary embarrassment or disparagement.
5. Shall not on the ground of race, color, creed, or national origin exclude any student from participation in or deny him benefits under any program, nor grant any discriminatory consideration or advantage.
6. Shall not use professional relationships with students for private advantage.
7. Shall keep in confidence information that has been obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.
8. Shall not tutor for remuneration students assigned to his classes, unless no other qualified teacher is reasonably available.

APPENDIX C

PRINCIPLE II

Commitment to the Public

The educator believes that patriotism in its highest form requires dedication to the principles of our democratic heritage. He shares with all other citizens the responsibility for the development of sound public policy and assumes full political and citizenship responsibilities. The educator bears particular responsibility for the development of policy relating to the extension of educational opportunities for all and for interpreting educational programs and policies to the public.

In fulfilling his obligation to the public, the educator - -

1. Shall not misrepresent an institution or organization with which he is affiliated, and shall take adequate precautions to distinguish between his personal and institutional or organizational views.
2. Shall not knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions.
3. Shall not interfere with a colleague's exercise of political and citizenship rights and responsibilities.
4. Shall not use institutional privileges for private gain or to promote political candidates or partisan political activities.
5. Shall accept no gratuities, gifts or favors that might impair or appear to impair professional judgment, nor offer any favor, service or thing of value to obtain special advantage.

PRINCIPAL III

Commitment to the Profession

The educator believes that the quality of the services of the education profession directly influences the nation and its citizens. He therefore exerts every effort to raise professional standards, to improve his service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions which attract persons worthy of the trust to careers in education. Aware of the value of united effort, he contributes actively to the support, planning, and programs of professional organizations.

APPENDIX C

In fulfilling his obligation to the profession, the educator - -

1. Shall not discriminate on grounds of race, color, creed, or national origin for membership in professional organizations, nor interfere with the free participation of colleagues in the affairs of their association.
2. Shall accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities.
3. Shall not use coercive means or promise special treatment in order to influence professional decisions of colleagues.
4. Shall withhold and safeguard information acquired about colleagues in the course of employment, unless disclosure serves professional purposes.
5. Shall not refuse to participate in a professional inquiry when requested by an appropriate professional association.
6. Shall provide upon the request of the aggrieved party a written statement of specific reason for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.
7. Shall not misrepresent his professional qualifications.
8. Shall not knowingly distort evaluations of colleagues.

PRINCIPLE IV

Commitment to Professional Employment Practices

The educator regards the employment agreement as a pledge to be executed both in spirit and in fact in a manner consistent with the highest ideals of professional service. He believes that sound professional personnel relationships with the governing boards are built upon personal integrity, dignity, and mutual respect. The educator discourages the practice of his profession by unqualified persons.

In fulfilling his obligation to professional employment practices, the educator - -

APPENDIX C

1. Shall apply for, accept, offer, or assign a position or responsibility on the basis of professional preparation and legal qualifications.
2. Shall apply for a specific position only when it is known to be vacant, and shall refrain from underbidding or commenting adversely about other candidates.
3. Shall not knowingly withhold information regarding a position from an applicant, or misrepresent an assignment or conditions of employment.
4. Shall give prompt notice to the employing agency of any change in availability of service, and the employing agent shall give prompt notice of change in availability or nature of a position.
5. Shall not accept a position when so requested by the appropriate professional organization.
6. Shall adhere to the terms of a contract or appointment, unless these terms have been legally terminated, falsely represented, or substantially altered by unilateral action of the employing agency.
7. Shall conduct professional business through channels, when available, that have been jointly approved by the professional organization and the employing agency.
8. Shall not delegate assigned tasks to unqualified personnel.
9. Shall permit no commercial exploitation of his professional position.
10. Shall use time granted for the purpose for which it is intended.

APPENDIX D

JACKSON COMMUNITY COLLEGE

CALENDAR

1970-1971

June 12	Summer Session Registration
June 15	Summer Classes Begin
July 3	Holiday
July 29-30	Final Exams
July 31	Forty-first Annual Commencement - Summer
September 7	Labor Day
September 8	RTI Registration and first class
September 8-9	Faculty, Departmental, and Faculty Association Meetings
September 8-9	First Semester Registration (Day and Evening)
September 10	All Classes Begin (Day and Evening)
November 4	Mid-semester
November 16	RTI Registration and first class
November 26-28	Thanksgiving Recess
December 21-January 2	Christmas Vacation
January 4	College Reconvenes
January 16	End of First Semester Classes
January 18-21	College Exams (Day and Evening)
January 22	Last Day of PN Instructional Activities
January 22	Last Day of Area Vocational Classes
January 22	First Semester Grades Due
January 24	Forty-second Annual Commencement - Winter
January 25	RTI Registration and first class
January 25-28	Faculty Workshop including Departmental and Faculty Assn.
January 28	Area Vocational Classes Begin Meeting
January 28-29	Second Semester Registration (Day and Evening)
February 1	All Classes Begin (Day and Evening)
March 26	Mid-semester
April 5	RTI Registration and first class
April 5-10	Spring Recess
April 12	Classes Resume
May 29	End of Second Semester Classes
May 31	Memorial Day Recess
June 1-4	College Exams (Day and Evening)
June 1-7	Area Vocational Instructors' Workshop
June 7	Last Day of PN Instructional Activities
June 7	Second Semester Grades Due
June 8	Forty-second Annual Commencement - Spring
June 9	Faculty Meeting and Faculty Association Meeting
June 11	Summer Session Registration
June 14	All Summer Classes Begin
July 5	Holiday
July 28-29	Final Exams
July 30	Forty-second Annual Commencement - Summer

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