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8/31/98

Agreement

Jackson Community College
BOARD OF TRUSTEES

&

Jackson Community College
FACULTY ASSOCIATION

Jackson Community College



LABOR AND INDUSTRY *September 1, 1996 to August 31, 1998*
RELATIONS COLLECTION
Michigan State University

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry should be supported by a valid receipt or invoice. This not only helps in tracking expenses but also ensures compliance with tax regulations.

In the second section, the author provides a detailed breakdown of the company's revenue streams. This includes sales from various product lines and services. The analysis shows that while some areas are performing well, others need more attention to improve overall profitability.

The third section focuses on the company's financial health. It includes a balance sheet and a profit and loss statement for the most recent quarter. The data indicates a steady increase in assets and a decrease in liabilities, which is a positive sign for the company's long-term stability.

Finally, the document concludes with a series of recommendations for future growth. These include expanding into new markets, investing in research and development, and strengthening relationships with key suppliers and customers. The author believes that these strategies will lead to sustained success in the coming years.

MASTER AGREEMENT

JACKSON COMMUNITY COLLEGE
BOARD OF TRUSTEES

and

JACKSON COMMUNITY COLLEGE
FACULTY ASSOCIATION

September 1, 1996 to August 31, 1998

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MASTER AGREEMENT

This Agreement entered into this 11th day of March, 1996, 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 Jackson County Education Association, Michigan Education Association and the National Education Association.

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, coaches, counselors, departmental chairpersons and laboratory assistants 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, associate professors, professors, librarians, coaches, counselors, coordinators, directors (other than those excluded above), and department chairpersons. References to instructors shall include both male and female instructors.
- C. The Board agrees not to negotiate with any teacher's organization or individual, 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 Michigan Employment Relations Commission or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this Agreement.
- E. All aspects of this agreement apply to laboratory assistants; except for the following: Article V, Section A, B1, B2, B9, and B14, and Article XI, Section C and H.

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 determine the qualifications, select, assign and 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 the 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/her 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/her professional duties or from exercising his/her independent judgment as a member of the faculty or of his/her department.
- C. Nothing contained herein shall be construed to deny or restrict to any instructor rights he/she 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.

ARTICLE III -- continued

- 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.
- F. The Association shall have the right to use college facilities and minor AV & office equipment when such equipment is not otherwise in use. The Association shall pay 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 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. The Board and the Association, in recognition of the desirability of multi-ethnic representation on the faculty, hereby mutually recognize their commitment to the Affirmative Action Plan of Jackson Community College and the goal of meeting the general characteristics of the population of Jackson County.

ARTICLE III -- continued

- L. 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."
- M. The private and personal life of any instructor is not within the appropriate concern or attention of the Board. A faculty member shall not use his position in a manner that will discredit the college.
- N. Each instructor shall have the right to review and challenge that part of the contents of the personnel file that has been developed concerning the individual's 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.
- O. A report from the Association President or his/her designated representative shall appear on the Agenda of all Board meetings if requested prior to the start of the meeting. Such a report shall be discussed with the President of the college, or his/her designated representative, before being placed on the Board Agenda. Whenever possible, notice shall be given twenty-four (24) hours prior to the start of the meeting.
- P. The responsibility of the President of the Faculty Association shall be taken into consideration in the assignment of his/her class load and schedule. No extra-duty assignments or overload will be made unless requested by him/her.
- Q. 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.
- R. Instructors are expected to live in a location from which reasonable access to the college is possible at all times.

ARTICLE III — continued

- S. 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 the Agreement, provided that a faculty member may reasonably refuse to work under conditions which threaten physical safety or well being.

- 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 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 of Faculty or his/her designee, may lead to disciplinary action.

- U. The President or a representative shall have the right to counsel with an instructor regarding his/her professional performance or behavior, provided the instructor is notified in writing in advance of the subject to be discussed. In the event a reprimand, warning, or disciplinary action is planned, reasonable advance notification shall be given the instructor and the Association; 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. Instructors shall be given a written statement of reason for a reprimand, warning, or disciplinary action along with a suggested program for the correction of deficiencies.

1. Student Complaints

Instructors shall not be warned, reprimanded, suspended or otherwise disciplined in any way as a result of a student complaint without due process. Due process in the case of a student complaint shall consist of the following:

ARTICLE III -- continued

- a. The College administration is expected to encourage students to discuss concerns about an instructor with the particular instructor involved in an attempt to resolve their concern. A copy of the steps students will be encouraged to take appear in Appendix G and in the student handbook as Conflict Resolution Policy, and will be reviewed periodically by the Association and the College.
- b. Any student having a complaint with the behavior of an instructor in a particular course in which the student is enrolled must reduce the complaint to writing stating the specific facts of the situation.
- c. The written statement of the student must be signed by the student and filed with the Dean of Faculty. Complaints involving Counselors will be handled by the Dean of Student Development. The Dean shall make a determination as to whether or not the written statement(s) warrants further action.
- d. In the event the Dean determines that further action is warranted, he/she shall promptly bring the student's written complaint to the attention of the instructor and the association president by providing both with a true and complete copy of the student's written statement(s).
- e. Within five (5) work days of the time the instructor and the association should have received the copies of the student's written statement(s), the Dean shall contact the instructor and the association president to arrange a meeting with the parties of interest and their respective representatives. At this meeting the instructor will be allowed to respond to the written concerns of the student.
- f. Within five (5) work days after the meeting is held, the Dean will distribute a written resolution of the complaint to the student, instructor and the association president. The written resolution will state the facts as assessed by the Dean and indicate that appropriate action will be taken. No statement of disciplinary action will be disclosed to the student until final resolution of the complaint. If the College plans to discipline the instructor, as a result of this complaint, the instructor and the Association President will be notified, in writing, accompanying the written resolution of the complaint.

ARTICLE III -- continued

- g. In the event that either the student or the instructor is not satisfied with the Dean's disposition of the complaint, the disposition may be appealed to the President within five (5) work days.
 - h. Within five (5) days of the President's receipt of an appeal, he/she will arrange a meeting with the parties of interest and their respective representatives in an attempt to resolve the matter.
 - i. Within five (5) work days after the meeting with the President, the President shall give a written disposition of the matter.
 - j. The disposition of the President may be the subject of a grievance, initiated at Step 2 under the grievance procedure contained in the Master Agreement.
- V. The following titles shall be granted to instructors who are serving on Continuing Contracts:

Class I	Instructor (after attaining Step 10, will be Assistant Professor)
Class II	Assistant Professor
Class III	Associate Professor
Class IV	Professor
Chairperson	Professor (during tenure of office)

ARTICLE IV

PAYROLL DEDUCTIONS

- A. Instructors may, at any time, sign and deliver to the Human Resources Office and the Treasurer of the Association, an assignment authorizing deduction of continuing membership for United Profession dues 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 Human Resources Office 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 college agrees to remit all moneys 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 Human Resources Office with a copy to the Association Treasurer.
- E. Payroll deductions are also authorized for United Way, Educators and Employees Credit Union, U.S. Government Savings Bonds, group insurance premiums, insurance premiums, United Professional Dues, and any other deductions mutually agreed upon.
- F. Payroll deductions are authorized for contract reductions for tax sheltered annuities.

ARTICLE V

CONDITIONS OF WORK

A. It is 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.

1. Each instructor will be responsible for two sixteen-week sessions totaling 160 class days and two grading days each year.
2. Each instructor will also be responsible for 19 non-class days as specified in Article V., B., 3.

B. Teaching and Work Loads

1. Teaching Loads

- a. Full-time teaching load is considered to be no more than fifteen (15) or sixteen (16) class contact hours per week except as otherwise herein provided. Fewer than fifteen (15) hours but not less than twelve (12) hours may be assigned and may be considered a full load in conjunction with other institutional responsibilities - professional activities. A class contact hour is defined as a regularly scheduled fifty-five (55) or sixty (60) minute instructional activity.
- b. Full-time loads may be averaged to sixteen (16) contact hours per week.
- c. Averaging will only be applied with instructor consent.

ARTICLE V -- continued

2. Teaching Assignments

Final determination of teaching assignments shall be made by the Dean of Faculty after consultation with the Department Chairperson. Prior to the final determination of assignments, and before the instructor's name appears on a master schedule, the Dean or Department Chairperson shall consult with each instructor on his/her 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 including committee work
- g. Type of student evaluation
- h. New course preparation
- i. Academic Advising
- j. Curriculum development
- k. Teaching of special training courses, seminars and workshops
- l. Internships

3. Non-Teaching Assignments

- a. Non-class days will include two (2) All-College days and two (2) days at the option of the College. All-College days will be scheduled as part of the annual calendar and included in the Master Agreement. College option days will be scheduled in consultation with the Dean of Faculty.
- b. The fifteen (15) remaining non-class days shall be devoted to professional and institutional activities such as those listed below. Full-time faculty members will develop a proposal for how they will allocate non-class days by June 1 of each year. The Dean of Faculty will review and approve them or return them for revision. Final approval of these proposals resides with the administration.

ARTICLE V — continued

Activities which may be counted toward non-class assignment include, but are not limited to:

- recruitment
- orientation and student advising
- curriculum development
- intra- and inter-departmental collaboration
- partnerships with K-12 schools, colleges and universities
- grant writing
- seminars and workshops
- internships
- coursework related to teaching (Note: faculty members may bank days toward coursework with permission from the Dean of Faculty)
- departmental assignments as approved by the Dean of Faculty

4. Overloads

- a. For purposes of pay, any assignment during fall and winter semesters of more than sixteen (16) class contact hours per semester week shall be considered an overload. This applies to bargaining unit members who are not averaging hours.
- b. Overloads shall not exceed six (6) contact hours each for fall and winter semesters and eight (8) contact hours for spring semester.
- c. 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 therefore.
- d. Any overload shall be limited to one registration period without prior written approval of the instructor.

ARTICLE V — continued

- e. Full-time instructors interested in teaching an overload may contact their department chair or inspect preliminary class schedules in the Building Secretary's Office. Full-time instructors wishing to teach an overload assignment may declare their availability for such assignment to the Dean of Faculty. The Dean in consultation with the affected Department Chair shall determine instructor qualifications if the overload is not within the instructor's current discipline. Full-time instructors shall have first refusal for overloads within the instructor's teaching area. The Dean shall then authorize overload contracts based on the above. The rate of pay is specified in Appendix E.
 - e. All overload compensation will be calculated and paid in the enrollment period worked. It is the intent of the administration and the faculty association that payment begin not later than the second pay of the enrollment period, provided the overload contract is returned to the appropriate office in time for such timely payment to be made.
5. Extended Contracts
- a. If a librarian or counselor is contracted to be employed for more than 181 days for duties other than teaching, an extended contract will be issued.
 - b. Extended contracts will be issued two (2) weeks prior to the beginning of the extended contract. In the event a class is canceled within one week prior to start, the faculty member will receive compensation equal to 2.5 days of $\frac{1}{4}$ load. Should the class begin and is canceled, the faculty member will receive the pro-rated daily rate for all days worked.
 - c. Extended contracts will be compensated at a rate of one-fourth (1/4) of the instructor's salary as printed in Appendix A per week of the contract. A partial extended contract will be based on 16 contact hours for classroom instructors.
 - d. Extended contracts will comply with all other provisions of this agreement.
6. Changes in assignment may be made by the Dean of Faculty as enrollment circumstances dictate. The instructor will be informed immediately of such changes. If unavailable, the instructor will be notified by U.S. Mail.

ARTICLE V — continued

7. Courses not previously taught by the instructor will be assigned no less than seventy-five (75) days prior to the beginning of the course, unless agreed to in writing by the instructor.
8. Class Size

Standards for class size in each department of the College shall be established by mutual agreement in writing between the Administration and the Department Chairperson 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. Instructors may waive established class sizes per registration period by admitting students in writing.

9. Course Preparation

Assignment of new course preparation shall be arranged within each department.

10. Communication Classes

English Composition class enrollments shall not exceed twenty-five (25) students.

11. Librarian's Schedule

- a. The librarian's schedule will be arranged on a thirty-five (35) hour work week in the library, exclusive of lunch time. However, compensatory time will be given when additional time is scheduled by the Dean of Faculty. The librarian may be requested to work as many as nine (9) additional weeks under the extended contract provisions.
- b. Consultation and assignment by the Dean of Faculty will take place on an annual basis or as needed with such assignments agreed to in writing.

ARTICLE V — continued

12. Counselor's Schedule

- a. The counselor's schedule will be arranged on a thirty-five (35) hour work week in the counseling office, exclusive of lunch time. However, compensatory time will be given when additional time is scheduled by the Dean of Student Development. The time that counselors teach will be prorated at two times the contact hours of the class in arriving at the full work week load.
- b. Counselor's schedules will vary according to need. The total days worked will be up to 230, but dates of work may vary from those of classroom instructors. Assignments beyond 181 days will be by extended contract.
- c. Consultation and assignment by the Dean of Student Development will take place in the fall and winter semester. Such assignments shall be agreed to in writing.

13. Supplemental Instructors

- a. Supplemental instructors may be employed for partial assignments when registration demands or special course demands require additional instructor time.
- b. A supplemental instructor shall be employed for no more than an average of nine (9) contact hours per week during each enrollment period.
- c. Supplemental instructors employed to perform non-classroom duties shall have their load determined in the following manner: one contact hour of non-classroom duties equals two-thirds (2/3) of an instructional contact hour (e.g. non classroom duties will be worked at the rate of 1.5 clock hours per one paid contact hour). Examples of non-classroom assignments include, but are not limited to: library; counseling; laboratory assistants; and course placement readers.
- d. Employing supplemental instructors will not be used as a method of reducing the total number of full-time staff of the college. When instructors leave the college, whether by retirement, death, discharge or resignation, supplementals will not be used to teach more than one-half of the number of hours taught by the departing teacher in his/her teaching area.

ARTICLE V — continued

- e. At no time shall more than 40% of the contact hours taught at Jackson Community College Main Campus be taught by supplemental instructors.

14. Laboratory Assistants

- a. The laboratory assistant's schedule will be arranged on a thirty-five (35) hour work week in the laboratory exclusive of lunch time. However, compensatory time will be given, in either time off or appropriate pay, when additional time is authorized in writing by the Dean of Faculty.
- b. Duties and responsibilities of laboratory assistants shall be limited to:
 - 1. Repair and issue equipment;
 - 2. Disseminate materials prepared or prescribed by the instructor(s) assigned to the course;
 - 3. Assist students with equipment operation;
 - 4. Coordinate supervision of the laboratory with the department chairperson;
 - 5. Correct student work where objective correction methods are used.
- c. Laboratory assistants shall not:
 - 1. Do subjective evaluation of student work;
 - 2. Prepare student materials except as authorized by the Dean of Faculty in writing;
 - 3. Select student materials;
 - 4. Prepare and deliver group lectures;
 - 5. All other duties that are instructional in nature.
- d. Use of Laboratory Assistants

Laboratory assistants will be used only in those areas where instructors involved desire to utilize them.

e. Laboratory Assistant Contracts

Annual contracts shall be issued to laboratory assistants each year after the third year, unless there is just cause for non-renewal.

ARTICLE V -- continued

- f. Adequate release time shall be to take classes to acquire new skills in the discipline when authorized by the Dean of Faculty in writing. The total amount of release time shall not be less than three (3) clock hours for each credit hour of the new class.
- g. Departments (including faculty, laboratory assistants and Deans) will mutually define the specific responsibilities and duties of each laboratory assistant in a formal job description. In the event that the above does not result in agreement as to a job description, the Dean of Faculty shall establish same in accordance with a and b above.
- h. It shall be the responsibility of the Dean of Faculty to supervise the activities of the laboratory assistant. In the event the Dean determines that a laboratory assistant's job duties include any of the activities in (c) above, the time spent on such activities will be pro-rated at two times the contact hours of the activity in arriving at the laboratory assistant's full work-week load. Furthermore, the laboratory assistant's salary will be prorated on the appropriate class and step for the time so calculated. (Class & Step determined by the Dean, subject to the normal Personnel Review Committee procedure).

- i. Preparation of Laboratory Materials

Instructors will not be required to supervise laboratories or prepare materials for laboratories outside of their full-time load. When an instructor is assigned to prepare materials for a laboratory as a part of his/her load, the instructor will receive one contact hour credit on the teaching load assignment.

15. Inventory of Teaching Loads

Five (5) copies of the "Inventory of Faculty Teaching Loads" shall be distributed to the Association not later than the first workday of the fifth week of the fall and winter semesters.

C. College Calendar

- 1. The college calendars for 1996-97, 1997-98, and 1998-99 are as printed in Appendix C.

ARTICLE V — continued

2. Flexibility within the framework of the calendar is reserved to begin and end classes or programs at other than the dates specified in the calendar with the approval of the instructor. This will permit the scheduling of short courses, workshops, seminars, or experimental programs. Other items of the contract will be applicable. This shall not preclude other courses of the type mentioned above being offered outside the calendar subject to instructor approval.
3. The administration reserves the right to cancel classes due to weather or emergencies.

D. College Week

1. The normal college week is Monday through Friday, although classes may be scheduled on Saturday and Sunday.
2. If an instructor is assigned classes on Saturday, he/she will not be assigned classes within a twenty-four (24) hour block of time.
3. Assignment for Saturday classes shall be for no more than one semester or one session per academic year without prior written consent of the instructor.
4. Instructors will not be assigned Sunday classes without their prior written permission.
5. An instructor will not be scheduled more than five (5) days in a seven (7) day week without their prior written permission.

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 nine (9:00) a.m. without his/her written permission.
2. Evening classes from six (6:00) p.m. shall be assigned to an instructor no more than two (2) evenings per week without his/her prior written consent.
3. It shall be general practice 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.

ARTICLE V — continued

4. Each instructor shall have an hour free for lunch each day between eleven (11:00) a.m. and two (2:00) p.m. unless written approval waiving the lunch hour is received from the instructor.

F. Office Hours

1. Sufficient time is to 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 to the Dean of Faculty as requested.
3. Supplemental instructors shall announce to students their availability for conferences.

G. Off-Campus Assignments

Teaching assignments involving full-time instructors outside the present campus will be discussed with the faculty member. 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.

H. Travel Stipend

1. A semester stipend of \$60 will be paid full-time instructors who are required to make more than six (6) round trips of at least one-half (1/2) mile by car per week to college assignments. Requests for stipend payment must be made in the same fiscal year as the assignment requiring more than six (6) trips is made.
2. Teaching assignments requiring highly unusual travel circumstances may require special reimbursement arrangements.

The Dean of Faculty may request actual mileage reimbursement at the current level for instructors whose teaching schedule requires excessive travel within the college service area. Such arrangements must have the prior written approval of the Dean and the instructor must waive the mileage stipend provision of the Master Agreement in writing.

Requests for actual mileage reimbursement must be made in the enrollment period in which the travel occurred and must be submitted on the appropriate mileage reimbursement form.

ARTICLE V -- continued

The per mile reimbursement rate shall be paid at the current college rate.

I. Academic Advising

Students with declared majors will be referred to the appropriate department for academic advising. Assignment of students to departmental advisors will be coordinated by the Department Chairperson.

J. Instructional Interns

When requested by baccalaureate institutions, instructional interns may be assigned to appropriate departments for teaching and observation experience.

K. Non-Traditional Methodology

1. No credit-bearing courses taught by non-traditional methods (television, computer aided instruction, video tape lecture, or any other electronic or other media) will be offered without the approval of the department members involved in teaching in that subject area in consultation with the Department Chairperson. The above does not limit or abridge the provisions of Article XIII., B.
2. Any course offered by any of the above methods will be assigned an instructor(s). The Dean of Faculty and instructor(s) shall mutually determine, in advance and in writing, the contact hours required by the assignment which shall be considered a part of the instructor's class load. Class size in such courses will be limited to the class size for a regularly taught section of the course unless the instructor(s) and the Dean agree otherwise.
3. Contact hours mutually determined to be an overload shall be paid in accordance with the provisions of Article V., B., 3, d.

ARTICLE V -- continued

L. Sponsorship of Student Activities

Instructors are expected to devote reasonable time to student activities and may be assigned to the student activity with written permission.

M. 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 each Commencement at the expense of the College.

N. Teaching Facilities

1. Whenever possible, there shall be separate enclosed offices for full-time instructors with not more than two instructors to each office.
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 Chairperson 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.
5. Computers with word processing capacities will be provided for the instructor's use in his/her work area at a rate of eight (8) computers per year, beginning with the 1989-90 academic year.

O. 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 faculty to lie down.

ARTICLE V -- continued

P. Faculty Parking

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. Faculty will use reserved lots when parking gates are operable. The College will enforce parking violations by persons improperly parked in faculty parking.

Q. Vacancies and Promotions

1. Whenever a vacancy in any supervisory or administrative position occurs, which is to be filled by hiring, or whenever a new administrative or supervisory position is created that requires additional personnel, the administration shall publicize the vacancy by written notice to the faculty through campus or U.S. Mail.
2.
 - a. In the event a faculty vacancy occurs as a result of retirement, resignation, death, non-renewal, or discharge or transfer, the vacancy shall be continued in its current form, unless the determination of the administration is that enrollment levels for the past five (5) years, enrollment projections and level of staffing dictate to the contrary and in accordance with provisions of V., B., 12, c.

This provision is subject to the grievance procedure.
 - b. If the vacancy is not continued in its current form or in the current department, then the Department Chairpersons and the Dean of Faculty shall meet and make a recommendation to the administration, who shall make the final decision as to allocation of the vacancy. (Note: it is understood that should this group meet for the above described reasons, areas not represented by a Department Chairperson shall be entitled to choose and send a representative.)
3. Faculty positions not in the present curricula shall be advertised.
4. Faculty and administrative vacancies determined by the administration, other than overloads, in excess of \$500 per semester, shall be posted and circulated.
5. A vacancy shall be publicized at the time job applications are to be received. Notices shall go to the college employees first.

ARTICLE V -- continued

6. Applications shall be in writing.
7. In filling vacancies in professional positions, the Board shall give first considerations to the candidates within the College who desire to change their assignments.
8. 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.
9. 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/her present position.
10. Each staff member shall be notified of the disposition of his/her application prior to the publication of the name of the successful applicant.
11. The Board shall have final authority in all appointments.

R. Transfers and Assignment Changes

1. Transfers to Supervisory Position

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 may have been accrued under this Agreement prior to such transfer. It is understood, however, that a former instructor cannot exercise his/her right to transfer back to the bargaining unit if such action will displace a member of the unit.

2. Involuntary Intradepartmental Assignment Changes

- a. Contemplated changes in assignment shall be discussed with all instructors concerned by their Department Chairpersons and the Dean of Faculty.
- b. Such assignment shall be made in the area of the instructor's competency. The instructor's preference shall be honored whenever possible.

ARTICLE V -- continued

c. Objection to such changes is subject to the grievance procedure.

3. Voluntary Intradepartmental Assignment Changes

Instructors wishing to change or rotate assignments within their department may make such requests which will be honored, whenever possible, provided no new faculty positions are created or faculty currently on those assignments are not displaced.

4. Instructor Requested Interdepartmental Transfers

a. Instructors may apply in writing to the Dean of Faculty for interdepartmental transfers at any time and these applications shall be activated and considered when a vacancy occurs.

b. All transfers will be on the basis of qualifications.

5. Involuntary Interdepartmental Transfers

When necessary, involuntary interdepartmental transfers shall be of the least senior person possible and shall not act to cause the layoff or prevent the recall of a bargaining unit member.

Qualifications for purposes of a transfer shall be the same as cited in Article XII, B, 1, a.

Persons transferred shall be allowed to return to their previous assignment at such time as there is a vacancy, as determined in Article V, R, 2, a & b, or other staffing adjustments determined by the administration allow.

6. All assignments and transfers shall be made in a fair, equitable and non-punitive manner.

ARTICLE V --- continued

S. Academic Freedom

The rights of the instructor to deal with controversial subjects in his/her area of competence within the classroom under the protection of the college and the responsibility of the instructor to protect his/her own and the instruction's integrity in these matters. The following statements sets forth criteria for Academic Freedom:

"Freedom of the college or university faculty member to present the truth as he/she sees it in his/her area of competence both in the classroom and in the reports of his/her 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 concept of freedom should be accompanied by an equally demanding concept of responsibility. College or university instructors are citizen members of a learned profession and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As persons of learning and educational officers they should remember that the public may judge their profession and their institution by their utterances. Hence, they should at all times strive to be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not an institutional spokesperson.

None of the above shall be construed to mean that limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning human society, the physical and biological world and other branches of learning subject to accepted standards of professional responsibility. The right to academic freedom herein established shall include the right to support or oppose political causes and issues outside of the normal instructional activities.

T. 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 -- continued

U. Conditions of Work of Nursing Faculty

1. Clinical Experience

The Clinical experience shall consist of scheduling, providing clinical experiences and supervision of students and coordination and evaluation of Nursing Students in a clinical setting.

2. Teaching Loads

- a. An assignment of 15 or 16 classroom contact hours will be considered a full load.

Instructors assigned 14 or fewer classroom contact hours may be assigned a number of clinical hours up to a total of 16 combined clinical and classroom contact hours.

- b. Clinical hours will be scheduled on a clock hour basis.
- c. Instructors who make clinical assignments in advance of actual clinical contact hours will receive one contact hour credit on their teaching load.
- d. Nursing instructors responsible for coordination of instruction with more than two (2) supplemental instructors will receive credit for one contact hour.
- e. Overload provisions B, 3 will apply when total contact hours are exceeded.

3. Class Size

The clinical class size shall not exceed ten (10) students.

4. Supplemental Instructors

- a. Supplemental instructors may be employed at the level of twenty-one (21) hours of clinical instructional load for each full-time Nursing faculty member. However, no clinical supplemental instructor will be assigned more than 16 clinical contact hours per week. This same limit for clinical contact hours will apply to supplemental instructors in Allied Health.

ARTICLE V — continued

- b. Full-time Nursing faculty members will have coordination of instruction responsibilities with supplemental instructors.
5. Except as expressly provided by this section, Nursing faculty conditions of work are as stated in this Agreement.

V. Conditions of Work for Aviation Faculty

1. Aviation Instructors

a. In-Flight Instruction

- (1) Full-time instructors may be scheduled for thirty-five (35) contact hours per week, exclusive of lunchtime. Compensatory time shall be given when additional flight time is scheduled by the Aviation Program Director. Hours scheduled per week shall not exceed FAA standards.

For the purpose of this section, flight time includes pre- and post-flight procedures and air time in the plane.

Time that flight instructors spend in class instruction will be prorated at two (2) times the contact hours of the class in arriving at the full work week load.

- (2) Full-time flight instructors' schedules will vary according to need and weather. A full one hundred eighty-five (185) day assignment is guaranteed, and assignments beyond one hundred eighty-five (185) days will be by extended contract. Days counted must total one hundred eighty-five (185) before issuance of an extended contract, excluding excused absences as provided in this Agreement.
- (3) Dates of In-Flight instruction may vary from dates of work for classroom instructors. Provisions of Article V, D on the College Week shall apply except Saturday assignments shall be for no more than the equivalent of one semester per year.
- (4) For scheduling purposes:
 - a) An instructor will be credited with one-half (1/2) day when a training flight occurs in that one-half (1/2) day.

ARTICLE V -- continued

- b) An instructor will be credit with one-half (1/2) day when the instructor is required to report for instruction in that half (1/2) day but student cancellation or weather precludes instruction.
- (5) Consultation with the Director regarding assignments will take place as often as necessary to fairly and accurately schedule according to these provisions. Two (2) weeks of vacation time will be considered in scheduling at the instructor's request. Instructors' schedules will be provided to them in writing a minimum of one (1) week in advance.
- (6) Supplemental instructors in the Aviation Program may be used in accordance with provisions of this Master Agreement. Should the enrollment of the program become substantially transfer-oriented, alternative staffing patterns shall become a matter for negotiations between the parties.

b. Other Aviation Instruction

All instruction by full-time aviation instructors, other than In-Flight instruction, shall be governed by the general provisions of this Agreement.

W. Conditions of Work of Open Entry/Open Exit Faculty

- 1. A laboratory hour for Open Entry/Open Exit (OE/OE) will refer to a clock hour which has been scheduled for the express purpose of serving students who are participating in modularized OE/OE curricula.
- 2. An OE/OE laboratory hour shall be equated to two-thirds (2/3) of a contact hour in determining an instructor's teaching load.

ARTICLE VI

EIGHT-WEEK SESSION

A. Teaching Assignment

1. Beginning in May, 1997, there will be a single eight (8) week Spring session each year, beginning in mid-May and running through mid-July.
2. Assignment to this eight-week sessions voluntary. Full-time instructors who wish to teach during this term should notify the Dean of Faculty by November 15 of the preceding year. Schedule offerings are subject to the normal scheduling process.

B. Teaching Loads

1. A full-time load will consist of no more than 16.5 hours per week during this session.
2. With approval of the Dean of Faculty, full-time faculty members may elect to teach in the eight (8) week session and reduce their load in either the Fall or Winter semester. Up to nine (9) hours may be banked during one eight-week session; no more than six (6) hour may be used in either the Fall or Winter semester.

C. Class Size

Classes taught by a full-time instructor must have a minimum enrollment of 15 to run. Classes taught by a part-time instructor must have a minimum enrollment of 10 to run. Classes with enrollments below these minimums may run at the discretion of the Dean of Faculty. Maximum class size will be the same as for the fall and winter semesters.

D. Pay

Part-time instructors in the eight-week session will be paid at the supplemental rate specified in Appendix E. Full-time instructors in the eight week session will be paid at the overload rate specified in Appendix E.

No extended contracts will be granted for teaching in the eight-week session.

ARTICLE VII

DEPARTMENT CHAIRPERSONS AND REPRESENTATIVES

A. Selection and Appointment

1. Department Chairpersons are appointed annually and they may succeed themselves.
2. The departments will select a member of their department for department chairperson.
3. Notification of these selections will be made to the Dean of Faculty no later than May 1 of each year.
4. If the position of chairperson 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 chairperson will be granted a reduction from his/her normal teaching load but not less than nine (9) contact hours for the purpose of carrying out departmental business. There will also be a salary increment as established in Appendix F.
2. Membership in each department shall be established on May 15, excluding supplemental instructors and instructors on leave.
3. A department chairperson may receive an overload for an assignment in excess of twelve (12) contact hours in any given semester.

C. Responsibilities

1. The duties of the department chairperson will be developed cooperatively by the chairperson and the appropriate administrator, and will be set forth in the job description for this position, and shall be distributed to department members as published or revised.
2. The Dean of Faculty may request additional time during registration periods to assist in departmental activities.

ARTICLE VII — continued

D. Department Representatives

1. Provisions contained in this Article will apply to Department Representatives except as specified in this paragraph.
2. Department Representatives are selected (as specified in paragraph A of this Article) to represent bargaining unit members not represented by a Chair.
3. Department Representatives shall attend all meetings normally attended by Department Chairs to represent the concerns of their department or area.
4. Department Representatives will receive a salary increment as established in Appendix F.

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.
- e. Temporary instructors who are employed for a full teaching load for a minimum of twelve (12) weeks shall have the option of inclusion in the group Health Care Plan portion of the program. The Health Care Plan "Opt-Out" option is not available under this section.

2. Effective Date

Beginning with the 1996/97 contract year reopening date of all insurance policies shall be July 1.

3. Fringe Benefit Fixed Dollar Amount

- a. Beginning July 1, 1996 and continuing until June 30, 1998 the College will pay a monthly fixed dollar amount toward the premiums for health care insurance (medical, dental, and vision) and group term life insurance and long term disability insurance for each full-time instructor according to the following chart:

Category	Fixed Dollar Amount*
One-Person	\$296.00
Two-Person	583.00
Family	681.00

ARTICLE VIII — continued

Full-time instructors in the one-person and two-person categories will also receive one-third (1/3) of the difference between their fixed dollar amount and the family fixed dollar amount in cash.

*It is agreed by the Board and JCCFA that the "Fixed Dollar Amount" will be adjusted on or about May 1, 1996 to reflect the July 1, 1996 premium levels for the insurance programs referenced in Article VIII., A., 3., a. above.

- b. Minimal differences will be neither be paid out in cash nor collected from the bargaining unit members.
- c. As of July 1, 1996 through June 30, 1998, full-time faculty members will be provided a choice of health benefit plans as mutually agreed upon.
- d. The primary health care plan for academic year 1996/97 shall consist of Blue Cross/Blue Shield PSG with riders PPNV-1 (pre- and post-natal care), CKC-2 (convalescent and long-term illness), and OPPC-2 (outpatient professional psychiatric care) (formerly MVF-2); deductible \$0-single, \$0-family; Master Medical Supplemental Benefit - Option IV (Rider 4794-4) \$50/\$100 deductible, 10% co-pay after deductible is met with annual co-pay maximum of \$1,000, 25% co-payment for in/out patient psychiatric care and private duty nursing; Prescription Drugs (Rider PD-CR) Preferred Rx with \$5 co-pay. In addition, the college will provide the opportunity for full-time instructors to open Flexible Spending Accounts for unreimbursed medical and/or dependent care. Proof of insurance and literature describing coverage shall be furnished by the carrier to each employee. (Note: This reflects only a change in Blue Cross/Blue Shield nomenclature and not in coverage except Rx co-pay and service).

Dental benefits under this plan shall consist of Blue Cross/Blue Shield Comprehensive Preferred Plan with Riders CR-80/80/80, MBL-\$1,000, 50/50, \$1,000.

Vision benefits under this plan shall consist of those provided under Blue Cross/Blue Shield Plan A-80 Plus.

Proof of insurance under this primary plan (or other plans agreed upon) and literature describing coverage shall be furnished to each instructor.

ARTICLE VIII — continued

- e. Descriptions and information concerning the health care plans are available in the Human Resources Department.
 - f. Full-time instructors who elect an alternate plan with premiums lower than the fixed dollar amount specified will receive 1/2 the difference in cash. Full-time instructors will select their plans for the following year by June 15 of the current year.
 - g. All full-time instructors will be covered by the life insurance and long term disability insurance program. These programs may not be declined.
4. Health Insurance "Opt-Out" Plan
- a. Beginning July 1, 1996 full-time instructors not electing health care, dental or vision insurance shall receive monthly, an amount equal to fifty percent (50%) of the remaining amount of the monthly premium(s) for the 1995/96 two-person Plan A rate.
5. Life Insurance
- a. The life insurance program is carried with Fortis Benefit Insurance Company, Kansas City, Missouri and is written through Michigan Association of School Boards Group Insurance Services.
 - 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 contract amount exclusive of overload payments as of each September 1 for the duration of the Agreement to a maximum of \$50,000. There shall also be an equal amount of Accidental Death and Dismemberment coverage.
 - d. Proof of insurance and literature describing coverage shall be furnished by the carrier to each employee.

ARTICLE VIII -- continued

6. 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 \$300,000.
- b. This coverage is paid by the college.

7. Long Term Disability

See Article VIII, Section B., 2. for provisions.

B. Leaves of Absence Paid

1. Personal Illness or Disability

- a. An instructor's income shall be continued, for each illness or disability at no reduction in salary for the first thirty (30) days; at 85% of the total annual salary 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. Provided the instructor has completed the number of required duty days under the contract, no reduction in salary will be implemented.
- d. All instructors absent will cause the fact to be reported to their department chairperson or supervisor in advance of the next time obligation. If not available, the message shall be left with the office of the Dean of Faculty or for Counselors the Dean of Student Development.
- e. The college reserves the right to require a medical examiner's report on causes of frequent or extended absence for health reasons.
- f. Any pregnancy-related disability will be treated as sick leave.

ARTICLE VIII — continued

2. Long-Term Disability

- a. If an instructor, prior to age sixty-five (65), becomes totally and permanently disabled for a period of longer than ninety (90) days, this plan, carried through the Michigan Association of School Boards Group Insurance Services, will provide payment of sixty-six and two-thirds percent (66 2/3%) of basic monthly earnings, subject to a maximum of \$3,000 per month, for as long as the employee remains so disabled, but not beyond age sixty-five (65).
- b. Benefits payable from Worker's Compensation, Social Security, etc. will not be included in the determination of the payment until total compensation reaches seventy-five percent (75%) 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. (Spouse, grandparent, parent, sibling, progeny, foster family and in-laws.)
- b. Bereavement leave may be followed by personal affairs leave if the employee is required to attend to business matters or if extensive travel is involved following the death of an immediate relative. (Spouse, grandparent, parent, sibling, progeny, parent-in-laws, uncle, aunt, son-in-law, daughter-in-law, sister-in-law and brother-in-law.)
- c. Arrangements for personal leave in such case shall be made by telephone if not anticipated at the beginning of the bereavement leave.
- d. Personal affairs leave may be applicable to other bereavements.

4. Personal Affairs

- a. Leave may be permitted for matters which cannot be cared for in free time and which would result in legal, business, family or personal disadvantage if not covered at the appropriate time.

ARTICLE VIII -- continued

- b. Such leaves, when known in advance, shall be presented to the Dean of Faculty 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/her 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.
- 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 at no reduction in pay. 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 Dean of Faculty 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 for seven (7) 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 a full year, the fall semester or the winter semester.

ARTICLE VIII -- continued

- d. The salary for the sabbatical leave will be one-half (1/2) pay for a sabbatical of a full academic year. Instructors who request a fall or winter semester sabbatical leave will be paid at the full salary rate and be required to teach the other semester and one six (6) week session.
- e. 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 the instructor's salary as printed in Appendix A.
- f. No more than five percent (5%) of the faculty shall be on sabbatical leave at the same time.
- g. 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.
- h. When possible, the college shall hire short-term replacement for instructors applying for sabbatical leaves if their assignments cannot be assumed by other members of the staff.
- i. All such leaves shall be limited to purposes that clearly promise reciprocal advantage to the college through the enhancement of personal and professional competency by study, research, writing, travel, appropriate internships, or other cognate pursuits.
- j. 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.
- k. Application Dates

Applications for sabbatical leaves shall be submitted to the Personnel Review Committee by November 1 preceding the academic year in which the leave request falls. Board action shall be at the next regularly scheduled meeting following a recommendation of the Personnel Review Committee.

ARTICLE VIII — continued

C. Leaves of Absence: Non-Paid

1. Instructors who are called to active military duty will be granted leaves for such period.
2. Instructors may apply for leave without pay for professional travel, schooling, exchange teaching, or related work activity and may be granted such leaves by the Dean of Faculty who shall consult with the Department Chairperson and, then, make a final determination based on departmental personnel needs and the ability to find a suitable replacement. Instructors on continuing contracts shall have preference for such leaves.
3. Leaves of absence will be granted for health reasons.
4. Instructors may apply for and be granted leave without pay to campaign for elective office. The Board shall grant a leave of absence without pay, upon application, to any instructor to serve in an elected or appointed public office.
 - a. Such leave shall be requested thirty (30) days in advance of the date it is to begin.
 - b. Leave for office holding may be extended no more than two (2) years following a successful election.
 - c. Instructors on continuing contract who resign to hold either an elective or an appointive office will be given re-employment preference upon completion of their terms.
 - d. The candidate will not involve or use the college in any manner during a campaign.
5. The holding of local offices which carry minimum reimbursement and do not entail interference with normal college obligations shall not require a leave.
6. Personal leaves not covered in Article VIII, Section B-4 a, may be granted without pay.

ARTICLE VIII -- continued

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 (90) days prior to the instructor's scheduled return to teaching.

If a JCCFA member becomes President of JCEA, such teacher shall be released upon request of JCEA. JCEA will reimburse the Board for the full cost of salary and fringe benefits equal to the portion of the member's load from which he/she is released.

8. Child care and/or adoption care leaves of one (1) year shall be granted to instructors upon request. Said leaves shall be renewed for one (1) year at the request of the instructor.

D. Continuation of Benefits While on Leave

1. Non-Paid Leaves

- a. Experience credit the salary schedule will continue to accrue for all the types of non-paid leaves specified in Article VIII, Section C-2.
- b. Instructors may arrange to continue college group insurance at the group rate, premiums to be paid by the instructor.
- 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.

ARTICLE VIII -- continued

- d. Each faculty member granted a sabbatical leave shall be granted a stipend equal to the amount necessary to purchase the service credit for the sabbatical leave allowable by the Michigan Public School Employees Retirement System. The stipend will be based on the annual salary as required by the MPSERS as of the first date of eligibility. The college shall purchase the service credit directly if allowed to do so under the rules of the retirement system. If not so allowed, the college will pay the stipend to the faculty member by the end of the year following return from the leave.

E. Retirement

1. Instructors contemplating retirement shall give notice of their intentions four (4) months before the effective date. Such notification shall be binding on both parties.
2. A terminal-leave benefit of \$50.00 per year of service with the college, under either Board, will be paid upon retirement to any instructor who has served a minimum of ten (10) years.

F. Physical Examinations

1. At the request of the President, any instructor shall receive a physical examination by a physician selected by the college from a list approved by the instructor 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 a report of a recent TB test or chest X-ray pursuant to State Law.
3. Each new instructor appointed 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 VIII -- continued

G. Admission to Courses

1. Instructors on Annual or Continuing Contract or Emeriti with ten (10) or more years of service to the college, shall be granted full tuition grants and course fees (see 3) for any JCC classes they desire providing there is no conflict with their own current assignment.
2. Spouses, natural and/or legally adopted dependent children and/or children qualified for dependent status according to IRS regulations of instructors shall be granted full tuition grants and course fees (see 3) to any classes for which they meet the entrance requirements.
3. Course fees in 1 and 2 above shall exclude aviation flight, CEU and CED fees.
4. Tuition vouchers are not applicable to CFO courses for tuition and/or fees.
5. The above benefits shall continue for spouses and dependent children of deceased faculty members.
6. Other relatives or dependents of faculty members are excluded from this provision.
7. Supplemental faculty/adjunct faculty shall be granted tuition grants for any regularly scheduled JCC classes under the following conditions:
 - a. The tuition grant shall be equal in value to the number of credit hours of the courses taught by the supplemental instructor. Course fees are excluded from the grant.
 - b. The tuition grant may be 1.5 times the value of credit hours taught by adjunct faculty I and two (2) times the value of credit hours taught by adjunct faculty II. Course fees are excluded from this grant.
 - c. The grant may be used by the supplemental or adjunct instructor, spouse, natural and/or legally adopted children, provided that the spouse or child qualifies for dependent status as defined by IRS regulations.

ARTICLE VIII — continued

- d. A voucher permitting enrollment, under regular admissions procedures, will be issued to the supplemental/adjunct instructor when Human Resources has confirmed eligibility of the instructor in accordance with the above. Vouchers may be banked up to thirty-two (32) credit hours.

In the event a qualified user of the voucher is currently registered on a tuition-paid basis, the voucher may be submitted to the college Business Office during the same semester for a tuition refund.

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 out of the provisions or administration of this Agreement. When referred to hereinafter, days shall mean working days unless otherwise herein stated.
- 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.
- 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/she has a basis for a grievance will first informally discuss the grievance with his/her Department Chair or immediate supervisor. If, after the discussion, the instructor still believes a grievance exists, the instructor may file an individual grievance or an association grievance may be filed on his/her behalf. An individual grievance may be made an association grievance at any time during the processing of the grievance.
- G. In the event the Association files a grievance, it shall be processed directly at Step 2.

ARTICLE X --- continued

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 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 at Step 2.

J. Grievance Procedure

Step 1

A grievance shall be presented in writing to the Dean of Faculty, or his/her 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/her 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/her designee shall answer the grievance in writing within five (5) days. A copy of the answer shall be given to the Association.

K. Arbitration

If the Association 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 association's receipt of the disposition of the grievance.

ARTICLE X -- continued

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 paid by the party not sustained in the arbitration and the arbitrator shall be empowered to assess costs in accordance with this concept.
- 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/she shall be restored to his/her 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.
- 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.

ARTICLE X -- continued

- 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. A grievance, continued by the Association, may only be moved to arbitration when a faculty member is a joint party to the grievance.
- R. No reprisals of any kind shall be taken against any faculty member for participating in any grievance.

ARTICLE X

FACULTY EVALUATION

A. 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.

B. Personnel File

1. The Human Resources Office will maintain the only official personnel file on all instructors. This file generally includes:
 - a. Transcripts of the instructor's academic record and any other earned certificates and licenses.
 - b. Copies of all contracts with the college.
 - c. Materials and records relevant to activities as a member of the professional staff of the college.
 - d. The administrative copies of evaluations.
2. No material shall be placed in an instructor's personnel file unless the instructor is provided copies of such material and given the right to review and respond to such material. Any written response will be included in the file at the instructor's request.
3. Consistent with Article III (M).
4. All disciplinary action regarding an instructor's conduct will be removed from the instructor's personnel file after a period of two (2) years unless active litigation, grievance, or agency investigations/procedures regarding that disciplinary action are in process. It shall be the responsibility of the instructor to request removal of disciplinary materials from the personnel file.

C. Evaluation Procedure

1. The evaluation of instructors is the responsibility of the Dean of Faculty or administrative supervisor. The evaluation forms are to be developed by the Faculty Evaluation Committee and samples to be distributed upon adoption.

ARTICLE X -- continued

2. Evaluation shall consider such factors as:
 - a. Observed effectiveness in teaching and in preparation of materials, and willingness to counsel students.
 - b. Professional alertness in relation to both the discipline and to instruction.
 - c. Contributions to the departmental and institutional development.
 - d. Concern with the maintenance of effective relationships among departments, between the college and other educational institutions and between the college and the community.
3. Evaluation of instructors will be conducted as follows:
 - a. All instructors on annual contract will be evaluated within eight (8) months of employment or prior to April 1 each year. Probationary and supplemental instructors will be evaluated prior to December 15 and prior to March 15 of each year.
 - b. Subsequently, instructors shall be evaluated every sixth year. A schedule will be developed and the instructors scheduled for evaluation, during the academic year, will be notified by September 15.
 - c. Instructors who are scheduled for evaluation may request to be evaluated by an alternative method. A written plan must be developed and then approved by the Dean of Faculty by October 15. Alternative methods could include but are not limited to: a combination of peer evaluation, student evaluation, evaluation by an administrator other than the Dean and/or evaluation by an outside consultant. All evaluations are subject to review by the Dean.
 - d. Further evaluation may be done by other methods on a voluntary basis.
 - e. There will be no student evaluation of full-time instructors ordered by the administration, unless the instructor desires it.
 - f. There will be no evaluation of instructors by other instructors without the written consent of the instructor being evaluated.

ARTICLE X — continued

4. The evaluation procedure shall be as follows:
 - a. The instructor to be evaluated will be supplied a form before evaluation and asked to report on activities during the past year or since the last evaluation.
 - b. The evaluator may use the following methods:
 - (1) Classroom visitations at a mutually agreeable time.
 - (2) Interviews with the instructor being evaluated.
 - (3) Other methods which may be utilized in the evaluation process include observation of performance in working environment, effectiveness of efforts within the work responsibilities and other mutually agreeable factors.
 - c. A post-evaluation interview will be conducted within one (1) week of the evaluation or mutually agreeable time.
 - d. A copy of the completed evaluation will be signed by the evaluated instructor solely to indicate that the instructor has received the evaluation.
 - e. The instructor shall have the right to have a statement expressing his/her position placed in the personnel file.
- D. All monitoring or observation of the work performance of an instructor shall be conducted openly with his/her full cooperation. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.
- E. Professional Competency Notification/Procedures
 1. A Professional Competency Notification may be given by the Dean of Faculty if the following is established:
 - a. An evaluation(s) has revealed serious deficiencies in the performance of an instructor.

ARTICLE X -- continued

- b. A Plan of Assistance is furnished to the instructor at the same time as the Professional Competency Notification. The Plan of Assistance must contain timelines and particular assistance to help meet the requirements of the Professional Competency Notification.
 - c. The Professional Competency Notification must contain specific desired goals that must be satisfied before the next evaluation.
 - d. After partial or nearly complete successful implementation of a Plan of Assistance, the Dean of Faculty (with agreement of the Assistance Committee) may continue specific points of the Plan which have not been successfully completed from one evaluation to the next but not, in any event, longer than three (3) years.
2. Failure to demonstrate growth through the Plan of Assistance may lead to an unsatisfactory rating in the following evaluation.
 3. When an instructor demonstrates appropriate growth through utilization and implementation of a Plan of Assistance (as indicated by a satisfactory rating on the following evaluation) all record of the Plan of Assistance and Professional Competency Notification shall be removed from the instructor's record.
 4. Each Plan of Assistance will be developed and implemented by the Dean of Faculty. An Assistance Committee will be available to meet with the instructor and the Dean when a Plan of Assistance is in effect. The Assistance Committee will include three (3) people; one (1) of whom will be appointed by the President, one (1) will be appointed by the Association, and the third member will be by mutual agreement of the two (2) appointees. If no agreement on the third person is reached within ten (10) days, after the Plan of Assistance is seen by the instructor, then a drawing from three (3) names presented by each of the appointees shall determine the third member of the Committee. All the names presented must be current full-time employees of the college and must have been so for at least five (5) years. Any member of the bargaining unit, selected by the drawing, may decline to serve. The members of the Assistance Committee will not be witnesses in any grievance relating to the dismissal of the instructor involved unless the instructor, by written request, allows all the Committee members to be such witnesses.

ARTICLE X — continued

5. Once named, an Assistance Committee shall be empowered to undertake or require any or all of the following:
 - a. Confer with all affected parties.
 - b. Provide any assistance needed in addition to that proposed by the supervisor.
 - c. Alter or add to the Plan of Assistance.
 - d. Offer personal help to the instructor involved.
 - e. Suggest appropriate training experience.
 - f. Observations of classroom performance.
 - g. Vitate the Plan of Assistance.
 - h. Provide a continuous review of progress.

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 15th.
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. Continuing Track

- a. New faculty members hired after January 1, 1985, will be employed on annual contracts during the first three (3) years of employment.
- b. Annual contracts for new faculty members will be renewed if both the instructor and the Board desire such renewal.
 - (1) The Board will notify the instructor, in writing, by April 1 if his/her contract is not to be renewed, together with reasons for non-renewal if such is the case.
 - (2) Similarly, the instructor will notify the Board by May 1 if he/she does not desire renewal of his/her contract.

2. Non-Continuing Track

Annual Contracts may be issued for non-continuing contract positions as temporary replacement for sabbatical, disability, and other leaves; grant funded programs, experimental programs, or other temporarily funded programs.

- a. These positions will remain in existence only for the duration of the temporary funding and will not be used to replace the regular full-time teaching force of the College.

ARTICLE XI — continued

- b. If a Continuing Contract track vacancy occurs in the teaching force of the College an instructor defined above, may apply and that application will come under the provisions of Article V, S of this Agreement.
- c. If the College determines that a position funded under this provision becomes permanent and the current instructor is retained, time in the position shall be counted toward a continuing contract.
- d. If a person who has been hired in a non-instructional, non-continuing contract position is granted a contract in a continuing contract teaching assignment, non-instructional teaching time at the college would not apply toward the requirement for a continuing contract.
- e. Positions created under this provision may be "bumped" under provisions of Article XII.
- f. If funding is discontinued the faculty member will be notified in writing not less than thirty (30) days prior to termination.
- g. Positions created under this provision shall be reviewed prior to February 15 each year by the College and the Association.
- h. This provision will expire August 31, 1994. If this provision is not renewed current non-continuing contract track positions will continue for the duration of the project.

C. Continuing Contracts

- 1. Any instructor who has been employed by the Board on a full-time basis for three (3) consecutive years from the date of initial employment and who meets the Board requirements in Article XI, Section B, and is recommended by the President, will be appointed to a continuing contract at such salary as the salary schedule may provide.
- 2. An instructor who wishes to be released from continuing contract shall give notice in writing no later than four (4) months prior to the beginning of the semester or session 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.

ARTICLE XI -- continued

4. Probation shall be established by the Board on the recommendation of the Dean of Faculty 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 1 and again prior to March 15) with special attention paid to any reduction or correction of the stated deficiencies. The Dean of Faculty 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/her contract is to be terminated or by April 15 if he/she is to be removed from probation.

D. Contract Forms

Contract forms are Appendix B of this Agreement.

E. Travel and Faculty Development Fund

1. Release Time for Travel

An instructor shall be released from regular duties without loss of salary at least two days per year for the purpose of participating in area or regional professional meetings or inter-institutional visitations.

2. Faculty Development Fund

Faculty development shall include the following: membership in professional organizations, journals, travel, and other professionally related activities.

- a. Each division or department shall have a faculty development allowance of \$250 per year.

ARTICLE XI — continued

- b. In addition, each faculty member will have a development allowance of \$350 per year credited to him or her.
- c. Instructors assigned to more than one department shall receive their development allowance from the department of their major assignment.
- d. The department will administer the use of the departmental allowance and any unused funds turned over to the department by the individual faculty member. The method of administration will be determined by the department members. Administration of departmental funds shall not be the subject of a grievance.
- e. A contingency fund of \$250 will be established for travel for any instructor who is appointed or elected to a state, regional or national professional committee in his/her specialized area. This fund will be kept separate from the regular faculty development allowance.

F. Salary Schedules

1. The salary schedules for bargaining unit members are set forth in Appendix A.
2. Step advancement is on an automatic yearly basis until maximum is reached.

G. Placement of New Faculty

1. College level teaching experience will be evaluated at full credit, with suitable prorating of part-time of three (3) years.

In equating part-time teaching experience the following formula will be used:
Number of contact hours divided by 592 (16 credit hours times 37 weeks).

2. Teaching other than college teaching will be evaluated at full credit for one year. Teaching experience beyond this amount will be allowed at half credit with a maximum of two (2) years.
3. Military experience will be evaluated at half credit with a maximum of two (2) years allowed.

ARTICLE XI — continued

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 up to a maximum of two (2) years.
5. The total allowable experience in all categories for step placement will not exceed six (6) years.
6. Under special circumstances, credit in excess of the above limits 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 Qualification for Salary Classification

1. Instructors are classified for salary purposes into four (4) 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.
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. Professional or institute courses may be evaluated as graduate equivalency when approved by the Personnel Review Committee and the President.

ARTICLE XI — continued

- a. The Personnel Review Committee shall approve and the college shall grant one (1) credit hour for each twenty (20) hours of instruction required by the State Department of Education under Article XIII, N.
- b. Guidelines for evaluating professional or institute courses:
 - (1) An activity attended by a faculty member that does not contain a formal evaluation of the participant will be considered for equivalent graduate credit at the rate of forty-five hours of the course for one equivalent credit (45:1).
 - (2) An activity requiring the participant to complete a project reinforcing the new skills presented during the activity will be evaluated at the rate of thirty hours of the course for one equivalent credit (30:1).
 - (3) An activity requiring a formal written examination or evaluation of the participant will be evaluated at the rate of fifteen hours of the course for one equivalent credit (15:1).
 - (4) Proof of the formal written examination or evaluation is to be supplied by the faculty member. Written documentation from a sponsoring institution or organization, or samples of projects or exams or other relevant documentation will be submitted to the committee by the faculty member.
 - (5) If there is graduate credit available from the university and/or institution, the faculty member must apply for it in place of the equivalent graduate credit.
 - (6) Course hours may be accumulated to reach the requirements above.
 - (7) Advance approval for professional or institute courses must be obtained except where only fractional credit could be granted. For fractional credit, notice to the committee of attendance at the activity will be all that is required until enough hours have been accumulated for the granting of equivalent credit.

4. Class Advancements

- a. Class advancements involving undergraduate credit heretofore approved will remain unchanged.

ARTICLE XI -- continued

- b. Credit for undergraduate courses related to an instructor's primary assignment will be counted for class advancement provided that:
 - (1) The course is not offered at the graduate level within a reasonable commuting distance, and
 - (2) The course is or would be counted toward a graduate program of study. The faculty member must submit documentation from the institution granting the credit. Advance approval by the Personnel Review Committee is recommended but not required.

5. Employment

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/her students would be employed. Such credit, including the number of hours of employment, shall be processed through the Department Chairperson and must be reviewed for appropriateness in advance by the Personnel Review Committee. Final determination of the application shall be made by the President.

a. Full-Time Employment

Equivalency will be evaluated on the basis of two-thirds (2/3) semester hours per week of full-time employment (minimum hours required by the occupation) with a maximum of eight (8) semester hours credit for any one (1) summer.

b. Part-Time Employment

- 1. All part-time work will be evaluated at 75:1 ratio (15 weeks times 5 hours per week equals 1 equivalent graduate credit).
- 2. During the instructor's teaching portion of the academic year an individual may not earn more than two (2) equivalent graduate credits in any one (1) semester (Fall, Winter, Spring).

ARTICLE XI --- continued

3. The total equivalent graduate credits for work experience may not exceed four (4) during their teaching portion of the year.
4. During the non-teaching period the faculty member could earn up to eight (8) equivalent graduate credits (same as working full-time during the summer --- Article XI, H. 5a).

c. Internships

Internships applicable under Article VIII, B, 6, shall be directly related to the instructor's teaching field as determined by the President of the college. Financial arrangements shall be part of the instructor's proposal for sabbatical leave and shall be controlled by the following conditions:

- (1) The instructor's base salary shall be reduced by the amount of any stipend or other salary resulting from an internship appointment for one semester.
 - (2) College salary and internship stipend may not exceed the regular amount as determined on the current salary schedule during a full year sabbatical leave.
 - (3) Additional compensation may be approved by the college during a full year sabbatical in the event no stipend or a minimal stipend is provided.
 - (4) Income beyond the instructor's college salary and internship stipend or other salary shall be included only at the instructor's request.
6. For any class advancement, at least twelve (12) semester credits must be earned in college graduate-credit courses.
 7. The following salary adjustments are made for faculty members in Classes III and IV:
 - a. For an earned Specialist, or similar certificate, an annual salary addition as specified in Appendix F shall be approved, or

ARTICLE XI -- continued

- b. An annual salary addition as specified in Appendix F shall be approved upon certification by the Dean of Faculty 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 (1) full year of organized graduate work beyond the Master's Degree has been satisfactorily completed.

The applicant shall, upon request, produce certification that he/she is actively pursuing a post-Master's Degree to continue to qualify for the salary addition, or

- c. For an earned Doctorate Degree an annual salary addition as specified in Appendix F shall be approved.
8. It is the responsibility of the instructor to supply verification of credits and certificates to the Board.
9. In moving from one class to a higher class placement, step advancement shall be maintained.

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 sabbatical leaves.
 - d. They will review applications for graduate equivalency for work experience for presentation to the President.
 - e. Based on those reviews, they will make recommendations and presentations to the President.

ARTICLE XI — continued

2. The membership of this committee is as follows:
 - a. Three administrators.
 - b. The chairperson of the Department of the applicant.
 - c. Five (5) members from the Faculty Association.
 - d. A Chairperson and Secretary-Recorder will be selected by the committee from its membership at the beginning of each academic year.

J. Department Chairperson and Representative

1. Compensation for each Department Chairperson and Representative is specified in Appendix F
2. A temporary Chairperson or Representative serving for an extended period during the academic year shall be paid a share of the Department Chairperson's or Representative's annual stipend on a pro rata basis.

K. Coaching

Coaching shall be considered as part of the instructional load and will be equated according to the schedule below for full-time faculty members. Supplemental faculty required for coaching will be paid according to the stipend listed.

Sport	Teaching Supplemental	
	Credit	Stipend
Basketball (men)	6	\$2,200
Basketball (women)	6	2,200
Baseball	4	1,430
Softball	4	1,430
Indoor Track	4	1,320
Tennis (men)	4	1,320
Tennis (women)	4	1,320
Volleyball	4	1,320
Cross Country	4	1,100
Outdoor Track	4	1,100
Golf	4	1,100
Intramurals	4	See Appendix F
Cheerleading	3	770
Ticket Manager	X	330

ARTICLE XI — continued

1. Athletic/Coaching Department

The Department of Athletics will be supervised by the Athletic Director who shall be considered an Administrator, even if combined with coaching duties, with authority to recommend hiring and firing of coaches.

2. Department Membership/Assignments

Members of the Department will be coaches employed to coach Intercollegiate Athletics and as such, cannot transfer to other departments unless such transfers are within provision of the Master Agreement, i.e. posting of position, application, and approval of such transfers.

Coaches in this category shall be allowed to work part time in other departments without becoming a member of those departments and the total work load of such coaches will be kept in as close approximation as possible to a normal faculty work load recognizing the seasonal variations and special characteristics of coaching.

3. Athletic Department Member Compensation

Members of the Athletic Department shall be compensated at an amount equal to 50% of the appropriate salary level per the JCCFA Master Agreement plus an additional amount to be determined by the Board of Trustees; such additional amount to be not less than twenty-five percent (25%) nor more than one hundred fifty percent (150%) of the amount determined (above) by application of the Master Agreement salary schedule.

4. Athletic Department Member Contracts

Annual contracts shall be issued to coaches in this category each year after the third year, unless there is just cause for non-renewal.

L. Debate and Forensics Coach

The Debate and Forensics Coach will teach a one-credit hour course each semester and be paid as specified in Appendix F related to debate and forensics activities.

ARTICLE XI — continued

M. Supplemental and Adjunct Instructors

1. The salary for supplemental instructors is specified in Appendix E.
 - a. New supplementals or those who did not previously participate who attend an orientation course, which the college will offer prior to October 15 and February 15 each academic year, will be compensated at \$30 for a half-day session and \$60 for a full-day session for their attendance.
 - b. Supplementals or adjuncts who have qualified for a salary increase based on their attendance at an orientation course prior to September, 1987, shall continue to receive the increase earned in this manner.
2. Supplementals who have successfully taught six (6) enrollment periods will qualify for Adjunct I status and an additional \$1.00 per contact hour.
 - a. Adjuncts who have successfully taught an additional six (6) enrollment periods (total of 12) will qualify for adjunct II status and an additional \$1.00 increase beginning the fall semester of 1989-90.
 - b. The supplemental or adjunct who fails to qualify for the above will be notified in writing by the Dean of Faculty of the reason(s) for their failure to qualify.
3. Supplemental instructors in the CEU area will be paid as specified in Appendix F exclusive of 1 and 2 above.
4. English 101, 102, 131, 132, 134 and 231 instructors will be required to keep one compensated office hour per week and be available to students during that time. To facilitate the above, the college will endeavor to establish a supplemental faculty office in each building.
5. Each supplemental instructor will be provided free admission, upon request, for two (2) persons to performances sponsored by the college featuring college performing groups.
6. Both supplementals and adjunct instructors shall be eligible for tuition grants as specified in Article VIII, G, 5.
7. The Board may increase the entry rates up to one (\$1) dollar above the rates set forth herein.

ARTICLE XI -- continued

N. Salary Payment

1. The salary of each instructor shall be paid on a bi-weekly basis.

All supplemental contract compensation will be calculated and paid in supplemental contract period worked. It is the intent of the administration and the faculty association that payment begin not later than the second pay of the supplemental contract period, provided the supplemental contract is returned to Human Resources in time for such timely payment to be made.

2. Instructors will be paid on a bi-weekly pay schedule each contract year with the following exceptions:

- a. Upon completion of the 181-day assignment, the instructor may elect to receive the remainder of his/her pay on the pay date nearest the end of their teaching assignment with approval of the Dean of Faculty.

- b. Instructors teaching the first half of the spring session may elect an abbreviated pay schedule such that final payment on the contracted salary amount will be made as in paragraph "a" above.

3. For deviation from the contractual year other than Article VIII, Section B, 1, a, the daily pay rate will be computed on 1/181 of the salary printed in Appendix A plus department chairperson and academic stipends.
4. 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 agreement with the college.

ARTICLE XI — continued

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 of distribution of proceeds was arranged prior to the development of the material. Materials prepared for Jackson Community College students 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.

- P. When full-time or supplemental faculty are utilized for workshops, seminars, professional continuing education activities and/or other such activities, the rate of pay is specified in Appendix F, through payroll, and as agreed between the Dean of Faculty and instructors.

ARTICLE XII

STAFF REDUCTION

A. When it is necessary to decrease the size of the instructional staff because of financial exigency and/or the level of credit-generating units, the President shall meet and consult with the President of the Faculty Association. Affected departments or areas shall have an opportunity to make recommendations and present alternatives to staff reductions to the President. The President then may recommend to the Board of Trustees that the teaching force be reduced as appropriate, necessary and in a reasonable manner. The reduction in teaching areas will be made by notifying such instructors of layoff subject to seniority in the inverse order of their appointment. Notice of intent to layoff shall be given to the instructor in writing by April 15 for the following academic year.

B. Procedure

1. Within assigned teaching areas (previously assigned classes) the reduction of force shall be accomplished by first non-renewal of supplemental instructor contracts, then layoff of annual instructors, and finally, if needed, layoff of instructors on continuing contract. Only instructors on continuing contract can exercise seniority in other teaching areas. They can only replace instructors on supplemental and annual contracts. When possible and with the instructor's permission, an instructor may be given a part-time teaching assignment with a proportional reduction in salary in lieu of layoff.
 - a. Automatic bumping rights: Bachelor's Degree with a major in the discipline which they desire to bump; Master's Degree in the discipline which they desire to bump; or prior college teaching experience at Jackson Community College, or other approved college or university*, within the last five (5) years in the discipline area.
 - to be set forth in letter of agreement.
 - b. In addition, the Dean of Faculty or designee will evaluate the regency and relevancy of other academic activity, practical experience, other teaching experience and related information to determine qualifications to exercise bumping rights of the faculty member.

ARTICLE XII -- continued

- c. The Dean may jointly agree with the instructor on a formalized plan to update skills and knowledge base. Such plan may include a reduction in the teaching load of the individual to accommodate implementation of the plan.
 2. It shall be the mutual responsibility of the Board and Association representatives to meet jointly with instructors who receive layoff notices to advise the individual of employment options available under provisions of the Master Agreement.
- C. Instructors wishing to exercise "bumping" privileges into other areas must exercise the option within five (5) working days of Board of Trustees action placing them on layoff. Competency or experience in other teaching areas, as defined, must be demonstrated within ten (10) days. Based on such demonstration by an individual instructor, the Administration shall have five (5) additional working days to issue layoff notices to individuals involved in the "bumping" process. "Bumped" faculty members shall have a ten-working-day period to exercise "bumping" rights.
- D. Recognizing its commitment to the teaching faculty, the college will endeavor to reduce the non-teaching force proportionately.
- E. When circumstances shall be appropriate, each instructor on layoff shall be reinstated in inverse order of layoff and in accordance with seniority. Such re-appointment shall not result in loss of status or credit for previous years of experience. No new appointments shall be made while there are available instructors on layoff who are adequately qualified to fill the vacancies unless such instructors shall fail to advise the President of acceptance of re-appointment within fifteen (15) days from the date of notification by the President of positions available. Notifications shall be by registered mail (return receipt requested) at the last known address of the instructor.
- F. In the event a faculty member who has been granted continuing contract status is laid off, due to staff reduction, such faculty member shall receive an amount of \$2,000 as interruption compensation. Said amount shall be transmitted to the affected person within ten (10) days of notice of layoff. Should the faculty member be reinstated and accept same, without loss of time, the interruption pay will be deducted from his next year's salary in equal amounts over the twenty-six (26) pay periods.

ARTICLE XII — continued

- G. In the event of layoff, the college shall provide assistance to full-time faculty members having six (6) or more semesters (fall or winter) of employment with the college in locating a comparable position through a professional outplacement service with a nationwide employment agency for up to one year. This service shall include resume development, skills evaluation and job search services. The laid off faculty member shall be eligible to receive up to \$2,200 worth of services, payable to the agency of his/her choice, within one year of the date of his/her layoff. In the event the provider does not wish to invoice the cost of the services, a check for the cost of the services will be issued payable to both the faculty member and provider.
- H. This article is specifically subject to the grievance procedure.
- I. Seniority shall be defined to mean the amount of time employed as a member of the bargaining unit measured from the date of acceptance of any letter of appointment for hiring through the length of contract issued.
- J. Leaves shall not constitute a break in continuous employment; however, seniority shall not accrue except in the case of sabbatical and leaves for ill health. Time spent on layoff pursuant to this agreement shall not constitute a break in continuous employment and seniority shall continue to accrue.
- K. The parties agree that layoffs pursuant to this Article shall be limited to not more than five percent (5%) of the number of continuing contract and continuing contract track faculty and laboratory assistant positions existing on the first day of the previous winter semester. Excluded from the number of faculty positions shall be resignations and retirements.

ARTICLE XIII

MISCELLANEOUS

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

B. Temporary and Experimental Programs

The college may operate temporary (defined as 12 months or less) or experimental courses or programs outside the terms of this Agreement when a regular instructional faculty member is not involved. In such cases, however, the President of the Association will be notified before new programs are implemented.

C. The Association will notify the President or his/her 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 hour) common periods in every week free of classes or other college commitments during the winter 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 in relation to specific problems, 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.

ARTICLE XIII — continued

- J. The Association shall have two hundred (200) copies of this Agreement for its use.
- 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.
- M. Faculty members are expected to comply with rules and regulations set forth by State and Federal agencies. (Examples: Federal Occupational Safety and Health Act, MI-OSHA, Michigan Department of Education, etc.)

N. Stabilization Fund

A stabilization fund shall be created in the college reserve funds. The stabilization fund shall be established by savings experienced as a result of not filling selected vacancies created by faculty resignations, retirements, and/or transfers.

1. The moneys deposited in the stabilization fund shall consist of an amount equal to two (2) positions at the Class II, Step 10 salary level and retirement and social security as provided by MPSERS and the amount paid for insurance premiums.
2. The stabilization fund shall be available for investment along with other college funds. Interest derived shall be prorated to the fund on a fiscal year basis.
3. A fiscal report on the stabilization fund shall be provided to the association at the time the annual audit is reported to the Board of Trustees.
4. The stabilization fund shall be used to avoid the layoff of full-time faculty for reasons of financial exigency and/or the level of credit generating units under the provisions of Article XII, A. The funds from the account shall be used only for full-time faculty salaries, retirement and social security and insurance benefits.
5. Commencing with the 1994-1995 academic year the normal annual contribution to the stabilization fund will resume and be deferred to the general fund with the fund principal remaining at \$300,000 through August 31, 1998.

ARTICLE IV

RESERVE CLAUSE

All rights and authority of the Board prescribed by law or stated in Article II of the 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 XV

FACULTY RETRAINING

- A. The college administration will periodically* assess future program and curricula direction to project changing institutional and staffing needs.

Based on this assessment, the College shall project areas of low and high future staffing needs, and then provide an opportunity for career retraining for full-time faculty in identified low-demand areas who wish to pursue retraining in identified high-demand areas.

The college will provide financial reimbursement for course work only (books and tuition) and other training opportunities when the following criteria are met:

1. An established plan of study is agreed to jointly by the Dean of Faculty and the faculty member involved.
 2. It is understood that no paid released time from regular college assignments is part of the plan. Every effort will be made to accommodate teaching schedules to course work being pursued.
 3. Grades of at least the minimum required toward a degree at the institution are received in the courses pursued in the plan.
 4. It is understood that no transfer opportunities exist until the planned program is complete.
 5. Least senior faculty in identified low-demand areas shall have first option for participation, as approved by the college administration.
 6. A maximum of nine (9) semester hours per year will be available to any individual faculty member.
- B. In addition, the college will provide financial reimbursement (books and tuition) for upper level undergraduate courses taken by a full-time faculty member when the following criteria are met:
- (1) The faculty member's assignment has changed or is expected to change.

ARTICLE XV -- continued

- (2) The faculty member lacks the prerequisites required to take graduate courses in the subject.
 - (3) The Dean of Faculty approves the proposed undergraduate course in advance, in writing.
 - (4) A maximum of six (6) semester hours per year will be available to any individual faculty member.
- C. The college administration shall establish a fund of \$20,000 annually to pay for instructional costs on behalf of faculty members based upon criteria established above. Priority will be given to faculty in category A above in the event the requests exceed available funds.
- The parties agree that the initial assessment shall occur not later than the end of the Fall semester, 1985. Updates will be made at least annually thereafter.

ARTICLE XVI

DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 1996 and shall continue in effect until August 31, 1998. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

BOARD OF TRUSTEES

ASSOCIATION

By *Michael J. Byrnes*
Chairman

By *Robert C. Darcy*
President

By *Mark Rusk*
Secretary

By *A. Sue Stendit*
Secretary

By *David P. Ogale*
Chief Negotiator

By *Mark Chans*
Chief Negotiator

By *Jane M. Fox*
Negotiator

By _____
Negotiator

By *[Signature]*
Negotiator

By _____
Negotiator

Date of Signing *March 11, 1996*

APPENDIX A

Index

<u>Class</u>	<u>L.A.</u>	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>
Step 1	.80	.92	1.00	1.04	1.08
2	.85	.98	1.07	1.12	1.17
3	.90	1.04	1.14	1.20	1.26
4	.95	1.10	1.21	1.28	1.35
5	1.00	1.16	1.28	1.36	1.44
6	1.05	1.22	1.35	1.44	1.53
7	1.10	1.28	1.42	1.52	1.62
8	1.15	1.34	1.49	1.60	1.71
9	1.20	1.40	1.56	1.68	1.80
10	1.27	1.48	1.65	1.78	1.91

Contributory Retirement

In addition to salary compensation for Faculty, the Jackson Community College Board of Trustees will also participate in the Contributory Retirement Program for Public School Employees as established by the Michigan Legislature.

APPENDIX A**Faculty Salary Schedule**1996/97

Step	LA	I	II	III	IV
1	26,594	30,584	33,243	34,573	35,902
2	28,257	32,578	35,570	37,232	38,894
3	29,919	34,573	37,897	39,892	41,886
4	31,581	36,567	40,224	42,551	44,878
5	33,243	38,562	42,551	45,210	47,870
6	34,905	40,556	44,878	47,870	50,862
7	36,567	42,551	47,205	50,529	53,854
8	38,229	44,546	49,532	53,189	56,845
9	39,892	46,540	51,859	55,848	59,837
10	42,219	49,200	54,851	59,172	63,494

1997/98

Step	LA	I	II	III	IV
1	26,594	30,584	33,243	34,573	35,902
2	28,257	32,578	35,570	37,232	38,894
3	29,919	34,573	37,897	39,892	41,886
4	31,581	36,567	40,224	42,551	44,878
5	33,243	38,562	42,551	45,210	47,870
6	34,905	40,556	44,878	47,870	50,862
7	36,567	42,551	47,205	50,529	53,854
8	38,229	44,546	49,532	53,189	56,845
9	39,892	46,540	51,859	55,848	59,837
10	42,219	49,200	54,851	59,172	63,494

APPENDIX B
JACKSON COMMUNITY COLLEGE
OF JACKSON, MICHIGAN

ANNUAL EMPLOYMENT CONTRACT

April __, 19__

To: _____

You are hereby offered the position of _____, Class _____, Step _____, with the Jackson Community College for a period of the 19__ - Academic Year 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 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 including the Staff Reduction clause.

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 _____
President

ACCEPTANCE

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

Dated _____, 199__
Signature _____

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

Dated _____, 199__
Signature _____

Return all copies to Human Resources for receipt.

APPENDIX B

JACKSON COMMUNITY COLLEGE
JACKSON, MICHIGAN

CONTINUING EMPLOYMENT CONTRACT

April __, 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 Jackson Community College Faculty Association and the rules and policies of the College applicable to professional personnel including the Staff Reduction clause. 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.

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.

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 _____
President

ACCEPTANCE

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

Dated _____, 199__

Signature

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

Dated _____, 199__

Signature

Return all copies to Human Resources for receipt.

APPENDIX B

JACKSON COMMUNITY COLLEGE
JACKSON, MICHIGAN

FACULTY ASSIGNMENT

Date __, 19__

To: _____

Your assignment for the 19__ - __ college year is as follows:

(title)

Your pay for the year is based on Class __, Step __ in the amount of \$ __, __.

Additional assignments are as follows:

(stipend)

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

Please sign and return by _____, 19__.

JACKSON COMMUNITY COLLEGE

Signed _____
President

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

Dated _____, 19__.

Signature

Copy Distribution
White & Pink
Canary

Human Resources
Instructor keeps copy for own personal file

APPENDIX B
JACKSON COMMUNITY COLLEGE
JACKSON, MICHIGAN
FACULTY ASSIGNMENT

April __, 19__

To: _____

Additional assignment for the 19__ - __ college year is as follows:

(type of overload)

Your pay for this assignment is based on Class __, Step __, annual rate of \$ __.

(calculation)

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

Please sign and return by _____, 19__.

JACKSON COMMUNITY COLLEGE

President

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

Dated _____, 199__

Signature

Copy Distribution
White & Pink
Canary

Human Resources
Instructor keeps copy for own personal file

JACKSON COMMUNITY COLLEGE CONSULTATION FORM

INSTRUCTOR:

PAGE 1

DEPT	CAT NO	SECT	HOURS		DAYS	ROOM	CREDIT HOURS	CN HRS PER WK	WEEKS
			FROM	TO					

Total Contact Hours Per Week:

-
- 1. CLASS NOT PREVIOUSLY TAUGHT, WAIVER OF 75 DAYS PRIOR NOTICE.
 - 2. TEACH SATURDAY CLASSES MORE THAN ONE REGISTRATION PERIOD.
 - 3. TEACH SUNDAY CLASSES.
 - 4. TEACH MORE THAN 5 DAYS IN A 7-DAY WEEK.
 - 5. CLASSES BEFORE 9:00 A.M. FOLLOWING EVENING ASSIGNMENT.
 - 6. EVENING CLASSES MORE THAN 2 EVENINGS PER WEEK.
 - 7. NO FREE LUNCH HOUR BETWEEN 11 A.M. AND 2 P.M. EACH DAY.

I had a consultation regarding my schedule for _____.

I am requesting an overload for _____ and/or _____
 (Course) (Hours)

Instructor's Signature _____ Date _____

Schedule verified (Chair) _____ Overload approved (Dean) _____

APPENDIX C

CALENDAR

1996/97

1996

Fall Semester

Mon. Aug. 19
through

Fri. Aug. 23

Mon. Aug. 26

Sat. Aug. 31

Mon. Sept. 2

Tue. Sept. 3

Fri. Oct. 18

Tue. Nov. 26

Wed. Nov. 27
through

Sat. Nov. 30

Sat. Dec. 21

Mon. Dec. 23

Faculty Days

Day and Evening Classes Begin

Saturday Classes Meet

Labor Day - No Classes

Meetings - Faculty & Administration -- No Classes

Student Progress Reports Complete

No Classes after 10 p.m.

Thanksgiving Break -- No Classes

End of Fall Classes

Grades Due

1997

Winter Semester

Mon. Jan. 6

through

Fri. Jan. 10

Mon. Jan. 13

Fri. Mar. 7

Mon. Mar. 10

through

Sat. Mar. 15

Sat. May 10

Mon. May 12

Tue. May 13

May 14,15,16

19, 20

Faculty Days

Day & Evening Classes Begin

Student Progress Reports Complete

No Classes -- Mid-Semester Break

End of Winter Classes

Grades Due - ~~Commencement~~

Meetings - Faculty and Administration Commencement

Faculty Days

Spring Session

Wed. May 21

Mon. May 26

Fri. July 4

Thur. July 17

Fri. July 18

Day and Evening Classes

No Classes - Memorial Day

No Classes - Holiday

Classes End

Grades Due

APPENDIX C

CALENDAR

1997/98

1997

Fall Semester

Mon. Aug. 18
through

Fri. Aug. 22

Mon. Aug. 25

Sat. Aug. 30

Mon. Sept. 1

Tue. Sept. 2

Fri. Oct. 17

Tue. Nov. 25

Wed. Nov. 26
through

Sat. Nov. 29

Sat. Dec. 20

Mon. Dec. 22

Faculty Days

Day and Evening Classes Begin

Saturday Classes Meet

Labor Day - No Classes

Meetings - Faculty & Administration -- No Classes

Student Progress Reports Complete

No Classes after 10 p.m.

Thanksgiving Break -- No Classes

End of Fall Classes

Grades Due

1998

Winter Semester

Mon. Jan. 5
through

Fri. Jan. 9

Mon. Jan. 12

Fri. Mar. 6

Mon. Mar. 9
through

Sat. Mar. 14

Sat. May 9

Mon. May 11

Tue. May 12

May 13,14,15
18, 19

Faculty Days

Day & Evening Classes Begin

Student Progress Reports Complete

No Classes -- Mid-Semester Break

End of Winter Classes

Grades Due - ~~Commencement~~

Meetings - Faculty and Administration Commencement

Faculty Days

Spring Session

Wed. May 20

Mon. May 25

Fri. July 3

Thur. July 16

Fri. July 17

Day and Evening Classes

No Classes - Memorial Day

No Classes - Holiday

Classes End

Grades Due

APPENDIX C

CALENDAR

1998/99

1998

Fall Semester

Mon. Aug. 17
through

Fri. Aug. 21

Mon. Aug. 24

Sat. Sept. 5

Mon. Sept. 7

Tue. Sept. 8

Fri. Oct. 16

Tue. Nov. 24

Wed. Nov. 25

through

Sat. Nov. 28

Sat. Dec. 19

Mon. Dec. 21

Faculty Days

Day and Evening Classes Begin

Saturday Classes Meet

Labor Day - No Classes

Meetings - Faculty & Administration -- No Classes

Student Progress Reports Complete

No Classes after 10 p.m.

Thanksgiving Break -- No Classes

End of Fall Classes

Grades Due

1999

Winter Semester

Mon. Jan. 4

through

Fri. Jan. 9

Mon. Jan. 11

Fri. Mar. 5

Mon. Mar. 8

through

Sat. Mar. 13

Sat. May 8

Mon. May 10

Tue. May 11

May 12,13,14

May 17, 18

Faculty Days

Day & Evening Classes Begin

Student Progress Reports Complete

No Classes -- Mid-Semester Break

End of Winter Classes

Grades Due ~~Commencement~~

Meetings - Faculty and Administration Commencement

Faculty Days

Spring Session

Wed. May 19

Mon. May 31

Mon. July 5

Thur. July 15

Fri. July 16

Day and Evening Classes

No Classes - Memorial Day

No Classes - Holiday

Classes End

Grades Due

**APPENDIX D
PAY DATES**

<u>PAYROLL NO.</u>	<u>1996-97</u>	<u>1997-98</u>	<u>1998-99</u>
1	Aug 30, 1996	Sept 5, 1997	Sept 4, 1998
2	Sept 13	Sept 19	Sept 18
3	Sept 27	Oct 3	Oct 2
4	Oct 11	Oct 17	Oct 16
5	Oct 25	Oct 31	Oct 30
6	Nov 8	Nov 14	Nov 13
7	Nov 22	Nov 26	Nov 25
8	Dec 6	Dec 12	Dec 11
9	Dec 20	Dec 26	Dec 23
10	Jan 3, 1997	Jan 9, 1998	Jan 8, 1988
11	Jan 17	Jan 23	Jan 22
12	Jan 31	Feb 6	Feb 6
13	Feb 14	Feb 20	Feb 19
14	Feb 28	Mar 6	Mar 5
15	Mar 14	Mar 20	Mar 19
16	Mar 27	Apr 3	Apr 1
17	Apr 11	Apr 17	Apr 1
18	Apr 25	May 1	Apr 30
19	May 9	May 15	May 14
20	May 23	May 29	May 28
21	June 6	June 12	June 11
22	June 30	June 26	June 25
23	July 3	July 10	July 9
24	July 18	July 24	July 23
25	Aug 1	Aug 7	Aug 6
26	Aug 15***	Aug 21	Aug 20

***Seven Year "Glitch" - 3 weeks between pays

APPENDIX E

Supplemental and Overload Pay Rates

Pay Rates (per contact hour)

Type	1996/97	1997/98
Full Time Faculty Overload	34.00	34.00
Regular (BA)	22.50	22.50
Regular (MA or PhD)	23.50	23.50
Nursing Clinical or Aviation (BA)	20.50	20.50
Nursing Clinical or Aviation (MA or PhD)	21.50	21.50
C.E.U.	17.00	17.00
C.B.S.	34.00	34.00

Additional

Adjunct I : after 6 enrollment periods add \$1.00 per contact hour

Adjunct II : after 12 enrollment periods add \$1.00 per contact hour

See also Article XI,M,1(a,b)

APPENDIX E

Stipends/Salary Adjustment

Annual Stipends as specified in Article XI.

<u>Contract Reference</u>	<u>1996/97</u>	<u>1997/98</u>
<u>H 7(a) - Specialist</u>	<u>443.00</u>	<u>443.00</u>
<u>H 7(b) - PhD Candidate</u>	<u>443.00</u>	<u>443.00</u>
<u>H 7(c) - PhD</u>	<u>1270.00</u>	<u>1270.00</u>
<u>I (1) - Department Chairperson</u>	<u>3000.00</u>	<u>3000.00</u>
<u>I (1) - Department Representative</u>	<u>1000.00</u>	<u>1000.00</u>
<u>K - Intramurals</u>	<u>1817.00</u>	<u>1817.00</u>
<u>L - Debate & Forensics</u>	<u>2271.00</u>	<u>2271.00</u>
<u>M - Supplemental</u>	<u>See Appendix E</u>	
<u>P - C.B.S.</u>	<u>See Appendix E</u>	

APPENDIX G

CONFLICT RESOLUTION POLICY

The following steps are for the purpose of resolving conflict and or addressing concerns between faculty and students.

STEP #1: Student meets with the instructor to discuss the conflict and establish a clear understanding of each others concerns. A third party may be requested by either party to participate in this informal meeting in order to resolve the conflict. The third part may be, but is not limited to:

- * another student
- * another instructor
- *an administrator
- *the department chairperson

STEP #2: If the conflict is not resolved in Step #1, the student then meets with the Dean of Student Development to discuss the results of the prior meeting. If a third person was NOT present, the Dean of Student Development will initiate a second meeting between the student and the instructor with a designated third party to facilitate the discussion.

STEP #3: If step #2 does not result in a resolution, the student then submits a written statement of the conflict to the Dean of Faculty. The statement should also include a description of the informal meeting(s). Refer to Article III, U, 1. of the Master Agreement.

APPENDIX H

Health Care Plans

Plan A

- A. Hospital/Professional (0/0)
- B. Master Medical (\$50/\$100)
- C. Rx Drugs (\$5 Copay)
- D. Dental & Vision (95/96 plan)
- E. Flexible Spending Account(s)

Other plans will be provided as of July 1, 1996 through June 30, 1998 as mutually agreed upon (Article VIII, A.,3.g.).

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the 1990s, the number of people aged 65 and over in the United States is projected to increase from 20 million to 35 million (U.S. Census Bureau 1996).

As the number of people aged 65 and over increases, the number of people aged 75 and over is also expected to increase. The number of people aged 75 and over is projected to increase from 10 million in 1990 to 15 million in 2000 (U.S. Census Bureau 1996). The number of people aged 75 and over is expected to increase from 15 million in 2000 to 25 million in 2010 (U.S. Census Bureau 1996). The number of people aged 75 and over is expected to increase from 25 million in 2010 to 35 million in 2020 (U.S. Census Bureau 1996).

As the number of people aged 75 and over increases, the number of people aged 85 and over is also expected to increase. The number of people aged 85 and over is projected to increase from 5 million in 1990 to 7 million in 2000 (U.S. Census Bureau 1996). The number of people aged 85 and over is expected to increase from 7 million in 2000 to 10 million in 2010 (U.S. Census Bureau 1996). The number of people aged 85 and over is expected to increase from 10 million in 2010 to 15 million in 2020 (U.S. Census Bureau 1996).

As the number of people aged 85 and over increases, the number of people aged 95 and over is also expected to increase. The number of people aged 95 and over is projected to increase from 1 million in 1990 to 2 million in 2000 (U.S. Census Bureau 1996). The number of people aged 95 and over is expected to increase from 2 million in 2000 to 3 million in 2010 (U.S. Census Bureau 1996). The number of people aged 95 and over is expected to increase from 3 million in 2010 to 5 million in 2020 (U.S. Census Bureau 1996).

As the number of people aged 95 and over increases, the number of people aged 100 and over is also expected to increase. The number of people aged 100 and over is projected to increase from 0.5 million in 1990 to 1 million in 2000 (U.S. Census Bureau 1996). The number of people aged 100 and over is expected to increase from 1 million in 2000 to 1.5 million in 2010 (U.S. Census Bureau 1996). The number of people aged 100 and over is expected to increase from 1.5 million in 2010 to 2 million in 2020 (U.S. Census Bureau 1996).

As the number of people aged 100 and over increases, the number of people aged 105 and over is also expected to increase. The number of people aged 105 and over is projected to increase from 0.2 million in 1990 to 0.5 million in 2000 (U.S. Census Bureau 1996). The number of people aged 105 and over is expected to increase from 0.5 million in 2000 to 0.8 million in 2010 (U.S. Census Bureau 1996). The number of people aged 105 and over is expected to increase from 0.8 million in 2010 to 1 million in 2020 (U.S. Census Bureau 1996).

As the number of people aged 105 and over increases, the number of people aged 110 and over is also expected to increase. The number of people aged 110 and over is projected to increase from 0.1 million in 1990 to 0.2 million in 2000 (U.S. Census Bureau 1996). The number of people aged 110 and over is expected to increase from 0.2 million in 2000 to 0.3 million in 2010 (U.S. Census Bureau 1996). The number of people aged 110 and over is expected to increase from 0.3 million in 2010 to 0.4 million in 2020 (U.S. Census Bureau 1996).

the 1990s, the number of people in the world who are under 15 years of age is expected to increase from 1.1 billion to 1.5 billion.

There are a number of reasons why the world's population is growing so rapidly. One of the main reasons is that the number of children born to each woman has increased. This is due to a number of factors, including the fact that women are now having children at a younger age, and that there is a higher birth rate in developing countries.

Another reason why the world's population is growing so rapidly is that the number of people who are surviving to old age has increased. This is due to a number of factors, including the fact that there is a higher life expectancy in developed countries, and that there is a higher death rate in developing countries.

There are a number of other factors that are contributing to the world's population growth, including the fact that there is a higher birth rate in developing countries, and that there is a higher death rate in developing countries. These factors are all contributing to the fact that the world's population is growing so rapidly.

The world's population is growing so rapidly that it is expected to reach 8 billion by the year 2025. This is a significant increase from the 5 billion people who lived in the world in 1987. The rapid growth of the world's population is a major concern for many people, as it is expected to have a number of negative impacts on the environment and on the world's resources.

One of the main concerns is that the world's population is growing so rapidly that it is expected to have a number of negative impacts on the environment. This includes the fact that there is a higher demand for resources, and that there is a higher level of pollution. These factors are all contributing to the fact that the world's environment is being degraded.

Another concern is that the world's population is growing so rapidly that it is expected to have a number of negative impacts on the world's resources. This includes the fact that there is a higher demand for food, and that there is a higher demand for water. These factors are all contributing to the fact that the world's resources are being depleted.

There are a number of other factors that are contributing to the world's population growth, including the fact that there is a higher birth rate in developing countries, and that there is a higher death rate in developing countries. These factors are all contributing to the fact that the world's population is growing so rapidly.

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