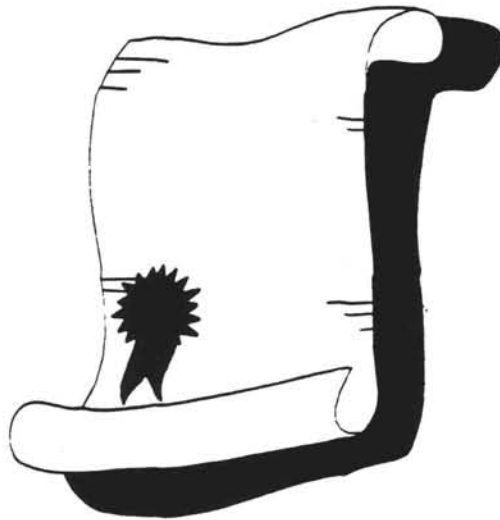


FACULTY

MASTER CONTRACT



EFFECTIVE

August 26, 1997 - August 23, 1999

**AN AGREEMENT BETWEEN THE CHARLES STEWART MOTT
COMMUNITY COLLEGE BOARD OF TRUSTEES**

AND THE

MOTT COMMUNITY COLLEGE EDUCATION ASSOCIATION

AGREEMENT BETWEEN
BOARD OF TRUSTEES OF CHARLES STEWART MOTT COMMUNITY COLLEGE
AND
MOTT COMMUNITY COLLEGE EDUCATION ASSOCIATION

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ARTICLE I

AGREEMENT BETWEEN

THE CHARLES STEWART MOTT COMMUNITY COLLEGE BOARD OF TRUSTEES
AND THE
MOTT COMMUNITY COLLEGE EDUCATION ASSOCIATION

THIS AGREEMENT entered into this 28th day of April, 1997, by and between the Charles Stewart Mott Community College Board of Trustees, hereinafter sometimes called the "Board," and the MOTT COMMUNITY COLLEGE EDUCATION ASSOCIATION, hereinafter sometimes called the "MCCEA,"

WITNESSETH:

WHEREAS, the parties have a mutual obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, as amended, to bargain in good faith with respect to hours, wages, terms, and conditions of employment of Board personnel being fully described in Article I hereof,

WHEREAS, the parties, following extended and deliberate negotiations, have reached certain understandings which they desire to memorialize,

IN CONSIDERATION of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I
Recognition

- A. **Bargaining Unit.** The Board recognizes the Mott Community College Education Association as the exclusive bargaining agent for all full and part-time professional personnel, now or hereafter employed at the College or on leave, included in the bargaining unit described as: all teaching faculty, counselors, area coordinators, health counselors, academic advisors, and related trade and technical instructors.

Excluded from the bargaining unit are those positions listed in Appendix A.

1. The term "faculty" when used hereinafter in this agreement shall refer to all professional employees represented by the MCCEA in the bargaining unit as above defined, unless otherwise indicated.
2. The term "Board" and "MCCEA" shall include authorized officers, representatives, and agents. Despite reference herein to "Board" and "MCCEA" as such, each reserves the right to act hereunder by committee or designated representative.
3. The term "College" shall refer to Charles Stewart Mott Community College.

ARTICLE II

ARTICLE II

Board of Trustees Rights

The Board hereby retains and reserves unto itself, without limitations, all the powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, except as expressly limited by the terms of this Agreement.

ARTICLE III

ARTICLE III

Faculty and MCCEA Rights

- A. The faculty members and the MCCEA, as the exclusive bargaining representative of the faculty members, shall have and enjoy all of the rights and privileges granted to them by Act 379 of the Michigan Public Acts of 1965, as amended from time to time, and by other applicable Michigan Statutes now or hereafter enacted, except as expressly limited by the terms of this Agreement.
- B. The MCCEA and its members shall have the right to use College building facilities for business meetings when such facilities are not otherwise in use. Use for other than business meetings shall be in accordance with the Board's rental rules applicable to restricted membership organizations.
- C. MCCEA officers or designees shall have the right to use college equipment, including typewriters, duplicating equipment, calculating machines and audio-visual equipment (excluding radio and television equipment); provided (i) that no such equipment shall be removed from the College, and (ii) the equipment is not otherwise in use, and (iii) that permission to use such equipment is requested from the person having charge thereof. The MCCEA shall provide all materials and supplies and shall be responsible for all damages resulting from such use.
- D. The MCCEA shall be given access to faculty members' mail boxes for the distribution of informational material, and the MCCEA and its members shall be permitted to use the bulletin board in each division to post notices of its activities and matters of MCCEA concern, provided that all mailings and postings are identified with the author's or organizations' name. No faculty member shall be prevented from wearing insignia, pins or other identification of membership in the MCCEA so long as the insignia, pins or identification do not disrupt the educational process.
- E. The Board agrees to furnish to the MCCEA in response to requests from to time all available information concerning the financial resources of the district, adopted budgets, Board minutes, and such other information as it may reasonably require. Nothing contained in the above shall be construed to require that the Board provide any information not already available to it or to provide such information in any form other than that in which it would normally be provided to the Board.
- F. The provisions of this agreement shall be applied in a manner which is not capricious or discriminatory based upon age, sex (including sexual harassment), race marital status, height, weight, religion, color, national origin, sexual orientation, or disability unrelated to the person's ability to do his/her job.

ARTICLE III

- G. Membership in the MCCEA shall be open to all faculty regardless of age, sex (including sexual harassment), race, marital status, height, weight, religion, color, national origin, sexual orientation, or disability unrelated to the person's ability to do his/her job. The MCCEA agrees to represent equally all faculty members without regard to membership or participation in, or association with the activities of, the MCCEA or any other faculty organization.
- H. Each faculty member shall have the right to review and challenge that part of the contents of his/her personnel file that has been developed concerning his/her employment by the Board. A representative of the MCCEA may be requested to accompany the faculty member in such 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.
- I. The President, the Vice-President and the Representative Assembly Delegate shall each be released from classes for up to five (5) days per school year for the purpose of attending state or national level meetings. There shall be no deduction from salaries, provided that the MCCEA shall pay for the cost of any necessary substitutes. No released time shall be granted unless the MCCEA notifies the Office of the Vice-President of Academic Affairs in writing at least three (3) days in advance of the proposed absence.
- J. One quarter (1/4) load, or one course, whichever is smaller but not less than three (3) contact hours shall be granted as reassigned time for the faculty co-chairperson of the CPSC, provided that the faculty member may elect to serve on an overload basis, if sections are available. During the academic year the President of the MCCEA shall be granted one-half (1/2) of a full contact-hour load as reassigned time, up to a maximum of eight (8) hours, and the MCCEA Grievance Officer shall be granted one-quarter (1/4) load, or one course, whichever is smaller, but not less than three (3) contact hours as reassigned time, provided that the MCCEA shall reimburse the cost at an overload pay rate. During the Spring/Summer session period, the President of the MCCEA and the Grievance Officer shall be paid seven (7) contact hours and three (3) contact hours, respectively, at the appropriate overload rate, provided that the MCCEA shall reimburse the College for the actual costs, including fringes. (revised January, 1996)
- K. The Board shall supply the MCCEA with suitable office space.

ARTICLE IV

ARTICLE IV.

Membership, Fees and Payroll Deductions

- A. All faculty members in the bargaining unit except those employed three-fifths (3/5) time less, as defined in Paragraph A (3) of Article X shall, as a condition of continued employment by the Board:
1. Maintain membership in the MCCEA, or
 2. Pay, as a representation fee, an amount equal to the membership dues of the MCCEA (which dues shall include the dues of the Michigan Education Association and the National Education Association).
- B. Each faculty member employed three-fifths (3/5) time or less shall either:
1. Maintain membership in the MCCEA; or
 2. Pay each semester, as a representation fee, an amount equal to the part-time dues assessed by the MEA and the NEA, plus local dues prorated by contact hour, or
 3. Pay the local MCCEA dues prorated by contact hour, provided that he/she is already a member of the MEA and NEA.
 4. The provisions of this section shall also apply to a spring and/or summer session for employees hired only for a spring and/or summer session of a given school year.
- C. Any faculty member now employed by the Board who is not a member of the MCCEA and any faculty member hereafter employed by the Board, shall within thirty (30) days from the execution of this Agreement, or within thirty (30) days from the date of employment, or within thirty (30) days after the indemnity hereinafter mentioned is received and approved by the Board, whichever date is later in point of time, make application for membership in the MCCEA (which shall include membership in the Michigan Education Association and National Education Association) or pay said representation fee if membership is not desired.
- D. Any such faculty member may sign and deliver to the board an assignment authorizing the deduction of said dues or representation fee, as the case may be. All such assignments shall remain in effect from year to year unless employment by the Board is discontinued or until revoked in writing between June 1 and September 1 of any year.

ARTICLE IV

- E. Upon presentation of the assignment to the payroll office of the Board, deductions shall be made for dues or representation fees in eight (8) equal installments on alternate pay dates, four in each semester except that,
1. Deduction of dues or representation fees for faculty employed after the opening of the College or after this Article becomes operative shall be made in equal installments on the regular deduction dates remaining in the school year after the date of employment or after this Article becomes operative, whichever shall be later.
 2. Any dues or fees erroneously deducted by the Board and transmitted to the MCCEA or the Michigan Education Association shall be refunded to the Board or the faculty member on demand.
 3. If a faculty member, after all authorized or mandatory deductions or garnishments, shall not have sufficient funds due to him/her to provide for payment of said dues or representation fees, no sum shall be deducted, and the MCCEA shall assume the duty of direct collection from the faculty member. The MCCEA shall assume the same responsibility in all cases where no deductions have been made because a faculty member's earnings are insufficient during any pay period to pay such dues or representation fee.
- F. In the event that a faculty member fails to pay the membership dues or representation fee, the Board shall cause the termination of the employment of said faculty member as of the end of the school year in which said failure occurs. The parties expressly recognize that the failure of any faculty member to comply with the Provisions of this Article shall constitute reasonable and just cause for discharge.
1. The procedure in all cases of discharge for violation of this Article shall be as follows:
 - a. The MCCEA shall notify the faculty member of non-compliance by certified mail, return receipt requested.

Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge will be filed with the Board in the event compliance is not effected.
 - b. If the faculty member fails to comply, the MCCEA shall file charges in writing, with the Board, and shall request termination of the faculty member's employment. A copy of the notice of non-compliance and proof of service thereof shall be attached to said charges.

ARTICLE IV

- c. The Board, upon receipt of said charges and request for termination, shall conduct a hearing on said charges, and to the extent that said faculty member is protected by the provisions of this contract, all proceedings shall be in accordance with such provisions. In the event of compliance at any time prior to discharge, charges may be withdrawn.
 2. In the event that a part-time faculty member fails to pay the representation fees as required in Section B above, the following procedure shall apply:
 - a. The MCCEA shall notify the faculty member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that he/she will not be rehired by the College after the semester in which such failure occurs.
 - b. The MCCEA shall notify the Board of the names of such part-time employees fifteen (15) days prior to the end of classes in any given semester or session. In the event of compliance at any time prior to such notice, the faculty member may be rehired at the discretion of the Board.
- G. The Board of Trustees shall furnish the MCCEA with the name and address of any newly hired faculty member whose position is included in the bargaining unit within two (2) weeks after the date of employment. The MCCEA shall from time to time promptly deliver to the Board an alphabetical list of all members of the MCCEA in good standing.
- H. The MCCEA shall furnish the Board a directive as to the proper allocation of the dues and representation fees. With respect to all sums deducted by the Board pursuant to authorizations of the faculty members, whether for membership dues or representation fees, the Board agrees within fifteen (15) days after the end of the month in which deductions are made to remit to the MCCEA that portion allocated to the MCCEA and to remit the balance to the Michigan Education Association, at 1216 Kendale Boulevard, Box 673, East Lansing, Michigan, 48823, accompanied by the alphabetical list of faculty members for whom such deductions have been made.
- I. This Article shall not become operative until the MCCEA and the Michigan Education Association execute and deliver to the Board an agreement under which the MCCEA and the Michigan Education Association jointly and severally agree to save the Board harmless from and indemnify the Board against any and all claims, demands, losses, costs, and expenses of whatsoever kind (including reasonable attorney's fees) arising out of or incurred directly or indirectly because of the application, implementation, and enforcement of Paragraph E., 3., and Paragraph F. of this Article, and the defense of actions taken against the Board before any court or administrative agency.

ARTICLE V

ARTICLE V

Academic Freedom

The faculty member is a citizen, a member of a learned profession and a representative of an educational institution. His/her special position in the community imposes special obligations in the judicious use of his/her freedoms. He/she shall remember that the public may judge his/her profession and his/her institution by his/her utterances. Hence, he/she will at all times try to be accurate, shall exercise appropriate restraint, and shall show respect for the opinions of others as he/she exercises the following freedoms:

- A. Each faculty member shall have full rights of citizenship to act, speak, or write as a citizen or in his/her professional pursuit of research activities free from institutional approval, censorship, or discipline.
- B. Each faculty member shall have full rights of citizenship to participate or not to participate in religious and political activities free from institutional censorship or discipline.
- C. Each faculty member shall be entitled to freedom of discussion both within the classroom and in reports of research activities on all matters which are within his/her area of competence.
- D. Whenever any monitoring or monitoring device is used, the faculty member shall inform the student or students involved. There shall be no monitoring or monitoring devices, or any type of communications device (e.g., tape recorder) in presence or use in the classroom or office without prior consent of the faculty member involved, except as specifically provided for elsewhere in this agreement.
- E. The faculty member shall be responsible for the evaluation of all students assigned to his/her classes. The grades given by any member of the faculty may not be changed without his/her consent except that in the event of extended unavailability of a faculty member, or in the event a court orders or recommends a review or change of grade, the following procedure shall apply:
 1. Within a total time span of ten (10) working days, the immediate supervisor shall convene a panel of five (5) faculty members, selected by the division faculty, to review any request for a grade change and collectively issue a grade. The Immediate supervisor shall serve ex-officio as chairperson of the panel, record the official results of the panel's deliberations, and notify the appropriate parties of the panel's decision.

ARTICLE V

- F. All examinations, supplementary materials, lecture notes, and other materials composed by the faculty member are his/her property.

When given as a regular part of course requirements, a copy of a final examination, and class record books, shall be kept on file by the faculty member for a period of one (1) year. Such examinations and class record books may be requested to document questioned grades. Such documentation shall be made by the faculty member. The instructor shall inform his/her Immediate supervisor of the existence of an "I" grade and provide him/her with a detailed explanation of the work required for its removal either prior to (a) leaving the campus for the summer, or (b) terminating his/her employment.

- G. The establishment of grading standards and practices for credit by examination shall be the responsibility of the faculty in the appropriate subject area.
- H. Faculty members shall follow the approved topical outline on file in the division office.
- I. Except in the event of a program revision, any faculty member, full or part-time, who develops a new course shall have the primary right to teach at least one section of the course for three (3) consecutive semesters in which the course is offered.

ARTICLE VI

ARTICLE VI.

Human Relations

- A. Whereas, the Board and MCCEA are mutually committed to the human rights and dignities of all and to policies and programs of racial integration and desegregation as being necessary to good government, good education, and good management; and

Whereas, the parties to this Agreement are mutually committed to the necessity of equal educational opportunity for all students with no exclusion from any program on the basis of race, sex, religion, creed, or social status:

1. The MCCEA agrees to continue to admit persons to membership without discrimination on the basis of age, sex (including sexual harassment), race, marital status, height, weight, religion, color, national origin, sexual orientation, or disability unrelated to the person's ability to do his/her job, and to represent fairly all faculty members subject to the terms of this Agreement.
 2. The Board agrees to continue its policy of not discriminating against any faculty member on the basis of age, sex (including sexual harassment), race, marital status, height, weight, religion, color, national origin, sexual orientation, or disability unrelated to the person's ability to do his/her job and assignment of personnel covered under terms of this Agreement.
 3. The Board shall make all reasonable efforts to recruit minority group members for employment in the College and to affirmatively act to increase minority employment.
- B. To implement this effort the Board will adopt the following procedures:
1. The Board shall regularly communicate with institutions training substantial numbers of minority group members for the teaching profession.
 2. Campus visits for the purpose of recruiting will be scheduled when it would appear that such visitations will result in successful recruiting. Such visitations may be canceled when there is an insufficient number of teaching candidates who have scheduled interviews.
 3. The parties recognize that faculty members shall be an integral part of the recruiting effort. Faculty members shall participate in recruiting trips when practical. Faculty members participating in recruiting trips shall be selected by the Office of the Vice-President of Academic Affairs. The Office of the Vice-President of Academic Affairs shall give the MCCEA the names of faculty members selected.

ARTICLE VI

- 4. Recommendation of potential teaching candidates by community leaders and community organizations will be given careful consideration.**

ARTICLE VII

ARTICLE VII

Negotiation Procedures

- A. Not later than February 15 of the calendar year in which this Agreement expires, the Board agrees to begin negotiations with the MCCEA concerning a successor agreement, in accordance with the procedures set forth herein. Any agreement so negotiated shall apply to all faculty members and shall be reduced to writing and signed by the Board and the MCCEA provided, however, that if agreement as to the College calendar is not reached by March 1, the College may proceed with the steps necessary to publish a tentative calendar.
- B. In any negotiations described in this Agreement, neither party shall have any control over the selection of the bargaining representatives of the other party, and each party may select its representatives from within or without the College District. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the MCCEA.
- C. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been subject to negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- D. COLLABORATIVE PROBLEM SOLVING

In order to be able to address issues as they arise in a collegial, productive manner, the parties agree to a system of regular discussions between representatives of the college and the MCCEA for the duration of this contract.

At regularly scheduled meetings, both sides will be able to present problems with contract language as it now stands. A small group would then be designated to explore possible solutions. The small group would be comprised of representatives chosen by each side; at least one on each side, and possibly all, would be members of the Bargaining Teams.

Within the small group, the first task would be to verify whether a problem exists. If the group agrees there is sufficient evidence of a problem, the next task would be to obtain objective data: who is affected, how many, what is the cost to the college or to individuals, etc.

After obtaining and reviewing all relevant data, the small group would brain-storm possible solutions. Then after evaluating the pros and cons of various solutions, the best one or ones would be brought back to the full group. The full group would discuss the proposed solution(s) and their ramifications until they reached agreement.

ARTICLE VII

Proposed changes in contract language would be taken to the faculty for ratification as necessary.

It is expected that the parties will mutually develop further operating guidelines for this process as situations warrant.

- E. When it is mutually agreed that negotiations between the MCCEA and the Board shall take place during the school day, any faculty member so engaged shall be released from regular duties without loss of salary.
- F. In the event the negotiations described in Paragraph A above reach an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965, as amended from time to time, shall be followed when requested by either party.

ARTICLE VIII

ARTICLE VIII

Compensation and Expenses

- A. The salaries of faculty members employed to teach in the College and the rules governing the placement of such faculty members on such salary schedule are set forth in Appendix B.
- B.
 - 1. Salary differentials shall be paid as set forth in Appendix D; provided, however, that the Board reserves the right to eliminate any position paying a salary differential or to add positions to the said list as may be determined after negotiations between the Board and the MCCEA, and further provided, that positions carrying salary differentials shall be considered extra duty for extra pay and no continuing contract shall be granted for such positions.
 - 2. Salary differentials payable from funds other than state and local taxes are not included in Appendix D. All such differentials are subject to change or termination at any time such funds are not available for this purpose.
- C. All adjustments to salary as a result of additional training shall be effective at the beginning of the payroll period succeeding the date that a certificate that such training has been successfully completed is received by the Office of Human Resources. It shall be the responsibility of the faculty member to obtain such a certificate and deliver or cause such certificate to be delivered to the Office of Human Resources.
- D. The granting of training increments shall be governed by the following procedure:
 - 1. Training increment credit (beyond a Bachelor's degree) must be graduate credit earned subsequent to admission to an accredited graduate school unless the accredited institution states, in writing, that such credit is transferable as legitimate graduate credit.
 - 2. Training increments shall not be given for any graduate courses in which a grade of B- or less is earned if such credit is found to lower the grade point average to less than a B for that particular increment request.
 - 3. An "Approval" form to be provided by the Board shall be on file in the Office of Human Resources before training increment credit will be allowed. The approval form is listed as Appendix K.
 - 4. The granting of training increments for graduate courses may be challenged by the appropriate Immediate supervisor solely on the grounds of inadequate relevance to the faculty member's professional functions. In the event of such challenge, the Administrative Faculty Committee described in Article X., H., 3., shall be convened

ARTICLE VIII

to rule upon the relevance of the work in question, provided that a majority vote of the total membership of the Administrative Faculty Committee shall be required to deny a training increment, and further provided that neither the Immediate supervisor making the challenge nor the faculty member being challenged shall serve on the Administrative Faculty Committee during this procedure.

The decision of the Administrative Faculty Committee shall be final and shall not be subject to the Grievance Procedure.

5. Whenever any faculty member shall take training germane to his/her professional duties and such training shall not clearly satisfy the requirements of Paragraphs 1 & 2 above, any credit and the amount of credit toward salary increments shall be determined by the Administrative Faculty Committee described in Article X., H., 3., upon request of the faculty member, provided that a majority vote of the Committee shall be necessary to establish any such credit. Request for determination of such credit shall be made within 30 days of the beginning of the next semester, unless extenuating circumstances can be shown. The decision of the Committee is not grievable.
- E. Any faculty member who is not given a car allowance and who is authorized to use his/her own automobile in pursuance of assigned school duties shall be reimbursed at the current IRS rate then in effect. Should the IRS raise their allowable mileage rate, said increase will go into effect on the following July 1 or January 1, whichever is sooner. It is agreed that such adjustment does not require any retroactive pay. Requests for mileage reimbursement shall be made on appropriate forms Appendix J.
- F. Substitute faculty members shall be provided at Board expense whenever necessary for a faculty member conducting a field trip with students.
- G. All faculty members holding basic yearly contracts may elect to receive their yearly pay in 20 installments or 26 installments.
 1. All faculty members wishing to receive their annual pay in 26 installments must elect this method of payment. Faculty members coming to Mott Community College for the first time must make such election at the time of signing their contract. All other faculty members must notify the Payroll Office of their desire to be paid in 26 installments before the first day of class of the fall semester. The election, once made, shall be irrevocable for the fiscal year. If no election is made, the faculty member shall be paid in 20 installments.

ARTICLE VIII

2. All voluntary deductions such as insurance premiums, charitable contributions, and sums due to the credit union shall be deducted from the first 20 installments due to the faculty member regardless of the number of salary installments. All statutory deductions such as FICA and federal, state, and city income tax deductions shall be made from each pay installment regardless of the number of installments.
3. All paychecks falling due after the close of the College for the summer vacation shall be mailed to the last address of the faculty member shown on his/her personnel records unless the faculty member shall give other directions to the Office of Human Resources. Forms for recording faculty members' summer addresses will be available prior to the end of the academic year.

ARTICLE IX

ARTICLE IX.

Faculty Contracts, Security of Employment, Resignation and Staff Reduction

A. Preamble

Basic yearly contracts covering the Fall and Winter semesters shall be issued to all faculty hired to teach more than three-fifths (3/5) time. Such contracts shall be either temporary, probationary, continuing or year to year, as the case may be. Supplemental contracts may be issued for additional extended periods as determined by the Board.

1. Temporary Contracts (See Appendix G-6) shall be issued to faculty members hired to teach more than three-fifths (3/5) time. Faculty members who teach an average of more than three-fifths (3/5) time for an academic year's duration shall receive regular probationary contracts upon being rehired to teach more than three-fifths (3/5) time on average during that year, with full credit toward probationary service as outlined in Section A-2. Temporary contracts shall also be issued to faculty members hired to teach three-fifths (3/5) time or less in any given semester as determined by the Board.
2. Probation (See Appendix G-1 for probationary contract) During their first three (3) academic years at the College, all full-time faculty members in the bargaining unit shall be deemed on probation. Any full-time faculty member who has terminated or terminates his/her employment at the College may be required by the Board to serve one (1) year of probation upon re-employment.
3. Continuing Contracts (See Appendix G-2) After satisfactory completion of probationary service, the following full-time faculty members shall be granted continuing contracts with full right to hearing and appeal as provided in Paragraph C of this Article.
 - a. Any faculty member of vocational and technical subjects, regardless of degree held, and
 - b. Any other full-time faculty member who now or hereafter holds a master's degree in the field which he/she is assigned to teach or counsel; provided that any full-time faculty member who obtains his/her master's degree after September 1, 1969 shall be given a continuing contract if he/she is assigned to teach in the field of his/her master's degree, beginning with the academic year in which he/she secures his/her degree.

ARTICLE IX

4. Contracts from Year to Year. (See Appendix G-3) Any full-time faculty member without a master's degree, other than vocational and technical instructors, shall be given a contract for the basic term, subject to renewal at the will of the Board, provided that if any such faculty member whose services are otherwise satisfactory shall take training sufficient to indicate that he/she will obtain a master's degree within three (3) successive academic years, his/her contract shall be renewed in each of said three (3) years. Any faculty member taking work toward his/her master's degree as herein provided shall be entitled to a hearing and appeal as provided in Paragraph C of this Article, including subparagraph 3., h., of Paragraph C of this Article.

B. Discontinuance of Probationary Faculty Member's Services

1. At least sixty (60) days before the close of each academic year or the end of the Fall semester if initially hired for the Winter semester, the Board shall provide the probationary faculty member with a definite written statement as to whether or not his/her work has been satisfactory, provided that failure to submit a written statement shall be considered as conclusive evidence that the faculty member's work is satisfactory, and provided further that any probationary faculty member shall be employed for the ensuing year unless notified at least sixty (60) days before the close of the academic year or the end of the Fall semester if initially hired for the Winter semester, that his/her services will be discontinued.
2. Any probationary faculty member whose services are discontinued because his/her services are deemed unsatisfactory or whose services are discontinued for other cause may process his/her dismissal through the first four levels of the grievance procedure only, and the Board may not waive the hearing at the fourth level. Any hearing held before the Board of Trustees at the fourth level of the grievance procedure shall be conducted in accordance with the provisions of Paragraph C (3) a, b, c, and g.

C. Discharge or Demotion of Faculty Member on Continuing Contract

Discharge or demotion of a faculty member on continuing contract may be made only for reasonable and just cause, and only after such charges, notice, hearing, and determination thereof, as are herein provided, to wit:

1. All charges against a faculty member shall be in writing, signed by the person making the same and filed with the Secretary, Clerk, or other designated officer of the Board, provided that charges concerning the character of professional service shall be filed at least sixty (60) days before the close of the academic year. The Board, if it decides to proceed upon such charges, shall furnish the faculty member with a written statement of the charges, and shall, at the option of the faculty member, provide for a hearing to take place not less than thirty (30) days nor more than forty-five (45) days after the filing of such charges.

ARTICLE IX

2. On the filing of charges in accordance with the preceding Paragraph, the Board may suspend the accused faculty member from active performance of duty until a decision is rendered by the Board, but the faculty member's salary shall continue during such suspension, provided that, if the decision of the controlling Board is appealed and the arbitrator reverses the decision of the Board, the faculty member shall be entitled to all salary lost as the result of such suspension.
3. The hearing shall be conducted in accordance with the following provisions:
 - a. The hearing shall be public or private at the option of the faculty member affected.
 - b. No action shall be taken resulting in the demotion or dismissal of a faculty member on continuing contract except by majority vote of the members of the Board.
 - c. Both the Board and the person filing charges may be represented by counsel.
 - d. Testimony at the hearing shall be taken on oath or affirmation.
 - e. The Board shall employ a stenographer who shall make a full record of the proceedings at such hearing and who shall, within ten (10) days after the conclusion thereof, furnish the Board and the faculty member affected thereby with a copy of the transcript of such record which shall be certified to be complete and correct.
 - f. Any hearing held for the dismissal or demotion of a faculty member on continuing contract must be concluded by a decision in writing, within fifteen (15) days after the termination of the hearing. A copy of such decision shall be furnished the faculty member affected within five (5) days after the decision is rendered.
 - g. Both the Board and the faculty member may call witnesses and offer competent and relevant testimony and documentary evidence at the hearing.
 - h. Any faculty member on continuing contract shall have the right to appeal any decision of the Board under this Paragraph C within thirty (30) days from the date of Board's decision to an arbitrator. The arbitrator shall be selected in the manner set forth in Article XVIII, Paragraph D., 5., of this Agreement. The expense and fees of the arbitrator shall be borne equally by the MCCEA and the Board. Notice of hearing before the arbitrator and the conduct of such hearing shall be as provided in Paragraph C of this Article to the extent that said Paragraph is applicable.

D. Staff Reduction

Upon giving initial written notice of ninety (90) days, the Board may without hearing lay off any faculty member at the end of the academic year because of necessary reduction in

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personnel, due to program elimination or reduced student enrollments, provided that when such reduction is contemplated the Board shall notify the President of the MCCEA at least seven (7) days prior to the Board's decision. Said notice to the Association President shall include information similar to that provided to the Board and a listing of positions to be eliminated as soon as such list is available to the Board.

1. The Board shall determine the areas in which layoffs shall occur, and faculty shall then be laid off in the following order: part-time faculty, adjunct faculty, full-time temporary faculty, probationary faculty, year-to-year-contract faculty, and lastly continuing-contract faculty. Retention of non-temporary faculty (i.e., probationary, year-to-year-contract, and continuing-contract) shall be determined by institutional faculty seniority. In cases of equal seniority, the affected faculty shall draw lots.

This is interpreted to mean that all persons who are being laid off in a particular subject area and who are tied in seniority will draw lots to determine the order of layoff. Either the faculty member or his/her designee may participate in the drawing. If the concerned faculty member does not attend or does not send a designee after being notified of the time and place of the lot drawing, the remaining lot will be assigned to that person. If more than one notified person in a particular subject area does not attend, the drawing will be rescheduled.

2. Non-temporary faculty receiving notice of layoff may request a review of their qualifications by the Administrative Faculty committee established in Article X, Section H, Paragraph 3 of this Agreement, to determine eligibility for transfer to another position. The Committee shall review the qualifications for the position, including any job descriptions, licenses, certificates, state and federal requirements, and other requirements necessary for funding. In case of a tie vote by the Committee, the transfer will be allowed and the transferred faculty member will be placed on probation for one (1) year. If such transfer results in bumping a non-temporary faculty member with less seniority, that faculty member shall also have the opportunity to appeal to the committee. The Committee shall process all appeals as expeditiously as possible. In the absence of a Committee decision, the Board shall have the right to determine eligibility for transfer. In no case shall any notice of layoff be issued later than sixty (60) days prior to the end of the academic year. The decision of the Committee or the Board as to eligibility for transfer shall not be the subject of a grievance.
3. In the event that a non-temporary faculty member shall remain employed in the College at less than a full load as a result of actions taken pursuant to the provisions of Paragraph 1 and/or 2 above, he/she shall continue to accumulate full faculty seniority and if employed at 3/5 time or less, shall be entitled to request and receive health insurance provided in Article XV., B., by paying a pro-rata share of the cost determined by his/her teaching load. This is subject to limitations of the insurance carrier.

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4. Laid-off faculty members shall have no right to recall after the expiration of three (3) years; during those three (3) years they shall be reinstated in inverse order of layoff in vacant positions for which they are qualified. Subject to carrier limitations, the Board shall continue to provide health insurance protection as set forth in Article XV of this agreement for a period equivalent to one year provided the faculty member is not covered by another plan.
5. The Board shall notify laid-off faculty members of subsequent vacant positions for which they are qualified, by regular mail, to the last address registered by the faculty members in the Office of Human Resources.
 - a. No new appointments shall be made, except on a temporary basis, until thirty (30) days after the mailing of such notification.
 - b. No appointment of new faculty members shall be made until all those laid-off faculty members qualified for the vacant position have been given an opportunity to be re-employed.
 - c. Any notice of recall to a faculty member will be by certified mail.
 - d. If a faculty member does not return to work at the time specified in his/her recall notice, the Board shall have no further employment obligation to him/her except as provided in f. below.
 - e. If a faculty member has been recalled and is prevented from doing so by illness, with a doctor's statement, a contractual obligation with documentation that the other employer will not release him/her, or other emergency mutually agreed upon, his/her right to recall shall be extended for a period of one (1) year.
 - f. Any faculty member who is recalled to a position shall be allowed time to provide reasonable notice of termination to his/her current employer. Return must be at the beginning of a semester unless otherwise mutually agreed.
6. During said layoff, such faculty member's seniority and sabbatical leave credits shall continue to accumulate. Sick and emergency leave days and salary schedule credits shall be frozen at layoff and reinstated upon recall. College or university teaching and counseling experience gained during layoff shall be evaluated by the College for salary purposes upon re-employment.
7. Any faculty member who is transferred because of layoff shall receive preferential consideration for any vacancies in his/her former position, provided there are no faculty members on layoff who are qualified for the position.

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E. Resignation

No faculty member shall discontinue his/her services with the Board except by mutual consent without giving a written notice to said Board at least (60) days prior to the end of the academic year.

F. Seniority List

The Board shall provide an institutional faculty-seniority list to the MCCEA upon request. This list should be updated by January 1 of each subsequent year.

G. The Board commits itself to the goal of maintaining a well qualified full-time and part-time faculty. It will make every effort to maintain a reasonable ratio between the numbers of full-time faculty and part-time faculty so that the quality of the instructional program is maintained.

In order to facilitate planning by faculty who may seek to transfer or retrain, the College shall develop a list specifying the number of full-time, part-time and overload sections taught in each course during each semester of the academic year. Such list shall be distributed to all faculty members by December 1 of each year. The initial list shall reflect each semester's experience for the past three years and shall be published by December 1, 1982. As soon as possible, the list shall include data for the last five years, and may also include any projections as to change which the College sees fit to make.

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Conditions of Employment

A. Basic Load—Full-Time Teaching Faculty

1. The parties recognize that teaching loads described in terms of contact hours per week per semester vary from Division to Division and program to program in the College. Therefore, the actual number of contact hours within each Division and program will be determined by instructors within each individual division with the advice of the Immediate supervisor and the approval of the President.
2. The regular and standard teaching load of a full-time faculty member shall be 12 to 16 contact hours per week in accordance with divisional practices existing in the 1968-69 academic year, except:
 - a. Faculty members teaching in the Dental Hygiene Program at the College shall have a teaching load not to exceed 18 contact hours; clinical instructors shall not exceed 24 contact hours.
 - b. Reading instructors and manual communications instructors shall have a teaching load not to exceed 18 contact hours per week per semester, and Respiratory Therapy instructors will have a teaching load not to exceed 20 hours for clinic, 18 hours for clinic and theory, and 16 hours for theory.
 - c. Fine Arts faculty members whose major duties involve art studio or music studio courses shall have a teaching load not to exceed 18 contact hours per week per semester.
 - d. Faculty members teaching in the Nurse Aide Program shall have a teaching load not to exceed eighteen (18) contact hours.
3. A three-fifths ($3/5$) time teaching load is defined as three-fifths ($3/5$) the contact hours needed for a full-time load in the subject area or discipline within the Division. When three-fifths ($3/5$) of the weekly contact hours result in a fraction equal to or exceeding one half ($1/2$), the number of weekly contact hours may be rounded up to the next whole number without being said to exceed three-fifths ($3/5$) of a load.
4. When a full load is not available for a faculty member in fulfilling his/her normal professional responsibilities, the College, after consultation with the faculty member, shall make available to him/her professional assignments for which the College believes he/she is qualified and for which the College has need. The faculty member may also

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apply for available reassigned time, counseling, teaching, or advising assignments for which he/she feels qualified. All course options, counseling assignments, and advising assignments offered by the College and those initiated by the faculty member shall be presented to the joint Administrative/Faculty Committee established in Article X., H., 3. A majority vote of the Committee is required to reject the faculty member's qualifications.

Any reassigned time assignment shall require usual administrative procedures for approval.

- a. If there are no assignments available under Article X., A., 4., for which the faculty member is qualified, his/her salary and benefits shall not be prorated.
 - b. If the faculty member refuses to accept any of the assignments offered in Article X., A., 4., for which he/she is qualified, his/her salary and benefits shall be prorated.
 - c. Nothing in this Agreement shall be construed as preventing any faculty member with a full load from applying for an assignment in another discipline or a reassigned time project and relinquishing part of his/her regular load in exchange for the new assignment if approved by the College.
5. If a faculty member is assigned a work load in more than one discipline/area, his/her load shall be prorated on a percentage basis according to the normal full-time loads of the disciplines/areas involved in that semester.
 6. In no event shall a faculty member be paid for extra duties under this Article unless his/her yearly teaching load shall exceed the yearly divisional requirements.
 7. A faculty member shall not be assigned more than two course preparations unless more are needed to carry a full load. For those courses not under team teaching, having several parts, such as quiz, laboratory and lecture, one faculty member shall be assigned to the various parts for the students registered for the lecture portion of the course, whenever feasible.
 8. Faculty members shall maintain at least six office hours per week and shall make such additional provisions for student consultations as may be necessary and reasonable.

Faculty members may schedule up to two of their six office hours at appropriate off-campus teaching locations. Off-campus office hours shall not exceed the proportion of load taught off campus.

Consultation hours shall be posted on the faculty members' office doors and shall be filed with their Immediate supervisor and the office of the Vice-President of Academic Affairs.

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On approval of the Immediate supervisor, faculty members may elect to substitute other activities for two (2) of the six (6) required office hours. Examples of such activities are writing lab, tutorial services, and laboratory development. Faculty members with off-campus assignments as part of their regular load may elect to hold one of their regularly-scheduled consultation hours at the off-campus location.

9. A contact hour is defined as a fifty-five (55) minute period of the faculty member's time spent in his/her regularly assigned instructional load. (Except as may be otherwise agreed to by the parties in writing.)
10. The number of advisees assigned to each faculty member shall not exceed twenty-five (25) during any semester or spring/summer session.
11. For each of his/her assigned classes, every faculty member shall provide his/her Immediate supervisor and students a copy of his/her topical outline, the approved objectives and his/her grading and attendance policies prior to the end of the first week of classes, except when extenuating circumstances require an extension.

B. Part-Time Faculty Members (see Appendix G-5)

1. Any part-time faculty member employed for more than a three-fifths (3/5) load (as defined in A above) shall be paid on the salary schedule set forth in Appendix B in proportion to the number of contact hours taught.
2. The pay rate for faculty members, other than interns, employed for a three-fifths load or less shall be as specified in Appendix C. For those employed in counseling, the rate shall be 66 2/3% of the appropriate rate specified in Appendix C.
3. Part-time faculty members shall share in other professional duties as such duties pertain to preparation of lecture materials, laboratory preparations, and the holding of office hours.
4. A part-time instructor shall be granted the status and title of Adjunct Faculty member after having completed six semesters of employment and having taught a minimum of 30 contact hours. Also, to receive the title of Adjunct faculty the instructor must have received three written evaluations with a rating of satisfactory or above. Said evaluations must be on file in the Human Resources Office. Part-time faculty who have been employed during or since Fall Semester 1982 and meet the semester and contact hour requirements above but who do not have the necessary evaluations may receive Adjunct

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Faculty status with a minimum of one evaluation and the recommendation of the appropriate faculty of the division, and the Immediate supervisor, and the approval of the appropriate Vice-President. This provision will be implemented by providing that between March 20, 1987 and the end of the Spring Semester, 1987, all part-time persons meeting the criteria for adjunct status as set forth herein, namely, six semesters of teaching and a minimum of 30 hours teaching during said time, will be evaluated by the end of the term for the purposes of being designated adjunct faculty. Failure to evaluate during said period will automatically place said part-time persons in adjunct status for the purposes of this Agreement.

C. Counselors' Work Load

Counselors shall have a work load of thirty-five (35) hours per week to be assigned in accordance with divisional policies and practices approved December 9, 1971.

D. Academic Advisors' Work Load

Full-time academic advisors shall have a load of thirty-five (35) hours per week. Faculty members who are part-time advisors shall have their advising load calculated according to the following formula: thirty-five (35) multiplied by the percentage of his/her current semester load that has been assigned for advising.

E. Registration

1. Instructors shall not be required to work more than eight hours spread over two days during late registration periods for Fall and Winter semesters with such time to include advisement duties and meetings.
2. Counselors shall not be required to work more than one regular work day during late registration periods for the Fall and Winter semesters.
3. Faculty members shall not be required to do clerical work during late registration periods.
4. Faculty members shall not be required to work during late registration for spring/summer session classes.
5. The reporting dates for faculty shall be as listed in Appendix E.
6. The Board will schedule all meetings at which faculty attendance is required on the same day during final regular registration periods.

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7. After the first week of classes of each semester, no student will be added to a class without written permission for the instructor.

F. Substitution by Faculty Members

Faculty members who are requested and agree to substitute shall be paid at the rate of 6.25 percent of the part-time rate per contact hour effective at ratification.

G. Spring/Summer Assignments

1. Any full-time faculty member assigned to teach in Spring/Summer session shall be paid at 18.0 percent of his/her regular salary of the preceding academic year for a full load equated to his/her highest full-time semester load during the Spring/Summer session.
The faculty member is committed to hold office hours and to assume all regular academic year responsibilities during the Spring/Summer session.
2. The full-time teaching load shall be the same as that specified in sections A., C., and D. Pay for a partial load shall be prorated on the basis of the highest full-time semester load.
3. Any faculty member assigned a load of more than three-fifths (3/5) time in a Spring/Summer session shall be paid at the rate specified in Paragraphs 1 and 2 above. Faculty employed full-time for Spring/Summer session only shall not be entitled to fringe benefits under Article XV except that any faculty member taking benefits under Article XV-J shall have their benefits paid in full for the appropriate months.
4. Any part-time faculty member teaching three-fifths (3/5) time or less in a Spring/Summer session shall be paid at the rate of fifty percent (50%) of the rate in B.2. (of this Article) per weekly contact hour per Spring/Summer session. Any part-time counselor employed three-fifths (3/5) time or less in a Spring/Summer session shall be paid at the rate of fifty percent (50%) of the rate in B.2. (of this Article) per weekly contact hour.
5. No full-time faculty member shall be required to accept a Spring/Summer assignment. However, any full-time faculty member desiring such assignment shall be given priority over a substitute, and/or part-time faculty members.
6. Spring/Summer session courses are those courses offered after the close of the second semester of any academic year and before the beginning of the first semester of the next academic year.
7. Any sequential courses or courses without multiple sections which have fifteen (15) students or more by the end of final regular registration shall be held.

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8. If a pink-slipped instructor is granted a Spring/Summer assignment as a probationary or continuing contract instructor, the validity of any layoff notice previously issued will not be affected thereby unless specifically recalled.

H. Overloads (See Appendix G-4)

1. Instructors shall not teach an overload during their first probationary semester at the college. During their second, third, and fourth probationary semesters, instructors may teach an overload provided that they specifically request to do so and that their respective evaluation committees approve the request and forward it to the appropriate Immediate supervisor, whose decision shall be final.
2. No faculty member shall be required to carry an overload during any semester or Spring/Summer session.
3. Courses remaining without instructors after full-time loads have been assigned shall be first made available to qualified full-time faculty members within the division on an overload basis to a maximum of ten (10) contact hours except that in extenuating circumstances additional hours may be allowed by mutual agreement between the Immediate supervisor and the faculty member, subject to the approval of a majority of the Administrative/Faculty Committee comprised of two (2) Vice-Presidents or their designees who shall be at the Dean level or above and two (2) members of the Association Executive Board. The Committee shall be determined at least one (1) week prior to the beginning of the school year and shall rule on each individual case in time for the assignment to begin the semester involved. Full-time faculty who elect to teach overload shall select specific sections at the time when they are made available, and the opportunity to make such selection shall satisfy the provisions of this paragraph. Subsequent failure of any section to meet minimum student enrollment shall not give any instructor the right to replace any other duly assigned instructor, whether full-time or part-time, except when such replacement shall be necessary in order to insure a full-time instructor a full teaching load.
4. Any full-time instructor assigned to teach an overload course shall be paid at the Adjunct Faculty rate listed in Appendix C. If the course(s) taught are in an area other than that of the instructor's full-time assignment, the instructor shall be assigned classes in accordance with the point system for part-time and adjunct instructors cited in Article XI, C-5-11, and shall accrue points for classes taught in accordance with the system.
5. Faculty members who are requested and agree to perform professional assignments other than classroom teaching (advising, late registration duties, special test construction and correction, etc.) beyond their regular assignment(s) shall be paid at one-half (1/2) the substitute rate effective at ratification.

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6. Faculty members who agree to teach students in independent study arrangements shall be paid the substitute rate per credit hour (Article X-F). A faculty member shall have no more than five (5) independent study students in any one semester and the total number of credit hours in any one semester shall not exceed fifteen (15).

I. Academic Calendar and Assignment of Classes

1. The calendars for the academic years and Spring/Summer sessions have been developed cooperatively by the Board and the MCCEA and are hereto attached as Appendix E. The academic year is defined as that period of time specified in the College Calendar (Appendices E. 1 and 2) running from the beginning of the Fall semester to the end of the Winter semester.
 - a. Fall and winter semesters will be fifteen (15) weeks long with 75 days of instruction.
 - b. Spring and Summer sessions will be seven and one-half (7 ½) weeks long with 37 and 38 days of instruction respectively.
 - c. All semesters and sessions will consist of fifty-five (55) minute contact hours.
 - d. The Fall semester will start the day after Labor Day.
 - e. Normally, there will be two to three weeks between the end of the Fall semester classes and the beginning Winter semester classes.
 - f. Normally, there will be a two-day break (Monday and Tuesday) between the end of the Winter semester and the Spring session.
 - g. Normally, there will be a one-day break between the end of the Spring session and the beginning of the Summer session.
 - h. The fall semester will include a three-day (Thursday-Saturday) Thanksgiving recess.
 - i. The Winter semester will include a one-week spring recess. The recess will begin no earlier than the Monday following the seventh week of class and no later than the Monday following the twelfth week of class.
 - j. Half-semester will be 37 and 38 days in the Fall semester and 38 and 37 days in the Winter semester.

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2. Whenever feasible, a faculty member's classes shall be assigned within eight (8) consecutive hours and with a twelve (12) hour span between the end of the last assignment of the day and the beginning of the first assignment the next day.
3. Full-time faculty members shall not be required to have classes beginning after 4:00 p.m. more than one semester in each academic year, and then no more than two (2) nights each week, unless it is necessary to make a full load. A faculty member may elect to exceed this limit.
4. Assignment of full-time faculty members to weekend duties shall be on a volunteer basis.
5. With due consideration for the welfare and convenience of his/her students, an instructor may, for educational purposes, change the meeting place of a class session to a different on-campus location, provided that he/she gives prior notification to his/her Immediate supervisor.
6. Faculty shall be notified of tentative teaching assignments prior to the publication of the class schedule for any semester or summer session.
7. If problems in class scheduling and/or teaching/counseling assignments arise under existing Divisional policies or practices as a result of conflicts between faculty schedules, limitations on teaching facilities, or questions of student needs, the Immediate Supervisor and the concerned faculty and the MCCEA Grievance Officer shall attempt to solve them cooperatively. If no solution is reached, such problems shall be referred to the appropriate Dean (or Vice-President of Student Development and Instructional Support in the case of Counselors) who shall make a decision in the matter. Every effort shall be made by both parties to resolve all such issues prior to publication of the Class Schedule. Teaching assignments plus office hours may span five (5) days depending on the schedule of sections offered.

J. Extension Classes

1. Assignments of faculty members to extension classes shall be on a voluntary basis unless it is necessary to make a full load. Such assignments shall be made on a rotating basis among members of the discipline.
2. The faculty member shall be reimbursed mileage at the established rate per mile for travel between the main campus and the extension center.

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K. Definition of Contract Training

Contract training describes a type of educational service provided by the College under written agreement (a contract) to a corporation, company or group. Three qualities distinguish Contract Training from all other types of educational services that the College provides.

- (1) Contract Training involves a written agreement between the College and the client to provide specified educational services to a specified audience for a specified time period. This training may range from offering a presently existing course to creating a training program from scratch.
- (2) Contract Training involves delivering educational services to a specific group of individuals who actually function as third party in this enterprise (the College and the corporate client being the first two parties). Thus the College administration negotiates with representatives of a corporation (e.g. corporate trainers, attorneys and/or personnel officers) to provide educational services to some third party, such as a group of that corporation's employees.
- (3) Contract Training involves delivering an educational service in a segregated setting. That is, only those persons (the third party) approved by the first two parties (or one of the first two parties) may receive the services, or persons identified by the client (i.e. the corporation) receive priority admission into a course or program.

When the College receives a request for Contract Training of one semester or more, or its hourly equivalent, in a subject area that is offered by the College, the Dean of Community Education will convene an ad hoc committee comprised of two representatives from Community Education, and two faculty members from the subject area to review the request. The ad hoc committee shall assist and advise Community Education in responding to the request.

Contract Training teaching opportunities will be posted concurrently in the appropriate academic division and the Human Resources office for a minimum of five calendar days.

Faculty members within the discipline or program area shall be granted first refusal rights for any contract training for which they are qualified.

Requirement of posting and first refusal shall not be applicable in the event that time constraint will prevent the contract acceptance by the client. However, the posting may only be of potential future positions and in such cases, as determined by the College, may include the job title only.

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L. Community Education Course Offerings

An ad hoc committee of faculty and administrators met to clarify the boundary between courses in academic and the community services divisions of the College. You will find, below, the operating sections of their report to the Provost.

The Community Services Division in the last several years has been expanding the number of courses it offers, reaching out energetically into the community in a new way which complements and strengthens the whole college. However, in some cases the members of academic divisions have felt that the Community Services Division was invading territory that should properly be their own.

Our ad hoc committee found that it was not hard to establish "General Guidelines" for determining what courses should be offered through Community Services: those guidelines are displayed in Section I., below.

We then went on to develop a "Procedure in Hard Cases" (Section II.) Please read this over carefully. With your help, we can make it work.

I. GENERAL GUIDELINES

1. To initiate, or to continue, a course offering through Community Services, it must be:
 - a. "less than one semester or its hourly equivalent;" or
 - b. not at a collegiate level; or
 - c. in an area no academic division can serve at the present time.

II. PROCEDURE IN HARD CASES

1. At present, when a possible new course is proposed for Community Services, its chairperson consults with the chairperson of the most closely related academic division, to decide which of the two should offer the course.
 - a. This procedure should continue.
 - b. In addition, Community Services will notify, in writing, the two co-chairpersons of CPSC, who will seek advice as they feel necessary.

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- c. If no objection, in writing, stating reasons, is returned to Community Services within 3 days, the course can be offered through Community Services.
 - d. If an objection is made, the matter will be referred to the committee described in paragraph 3.a. for decision within 7 days.
2. If division faculty object to the continuation of a course offered by Community Services, they shall make a formal proposal for a new course offering through the normal channels of CPSC; if it passes, the academic division shall take over that course.
 3. If division faculty claim that a course offered by Community Services intrudes on the territory of one of their own existing courses, they shall complain in writing to the co-chairpersons of CPSC; if the complaint seems to either co-chairperson to have merit, the matter will be referred to the committee established below, for decision within one week.
 - a. The committee shall be comprised of the Vice-President for Instruction; the chairperson of Community Services; the chairperson of the affected academic division; the Vice-President of the MCCEA; the MCCEA grievance officer; and the academic division's representative to the MCCEA Board; or their designees.
 - b. After discussion, this committee shall determine the placement of the course by ballot. A tie vote shall place the course in the academic division. Both the academic and community services divisions will be informed in writing of the disposition of the case.

M. Faculty Meetings

1. A faculty member has the responsibility of attending all regularly scheduled faculty meetings, College and divisional. Every effort shall be made to hold such meetings at hours when classes are not scheduled.
2. Except in cases of emergency, the agenda for general faculty meetings shall be published forty-eight (48) hours in advance.
3. If the administration calls an emergency meeting of the general faculty, a faculty member may cancel all classes which conflict with the hour(s) of the meeting.

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N. College Activities

Faculty attendance at all College activities shall be voluntary except at Commencement. Not more than fifty percent (50%) of the faculty shall be required to attend. Academic regalia shall be provided by the board for faculty members required to wear them.

O. Teaching Facilities

1. The Board shall continue to provide faculty members office space and the equipment such as a desk, chair, visitor's chair, file cabinet and bookcase needed for effective instructional preparation and function.
2. The Board shall continue to provide faculty parking space whenever possible.
3. The Board shall continue to provide clerical services to the faculty for teaching and counseling purposes.
4. The Board agrees to make all reasonable provisions for the safety and health of its employees during the hours of their employment.

P. Faculty Governance

1. College Professional Study Committee

- a. There is hereby established at the College a permanent "College Professional Study Committee" (CPSC) composed of eleven (11) members, five (5) of whom shall be appointed by the Board, five (5) of whom shall be appointed by the MCCEA, and one of whom shall be elected by the faculty at large. This committee may, by mutual consent, be expanded up to thirteen (13) members by the appointment of one additional member by the MCCEA and one by the Board.
- b. The CPSC shall meet at least once each month to discuss and study subjects relating to the educational processes at the College. All subjects submitted for study will be accepted for study unless mutually rejected by the CPSC co-chairs. Rejected subjects for study shall be returned to the sender with reasons for rejection. All subjects submitted for study should include a reasonable timeline for completion. If the study needs to be completed within 75 calendar days, the administration shall so indicate. If the study is not completed within said time period, the administration may act on the issue in question.

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- c. The CPSC is empowered to establish standing and ad hoc committees composed of faculty members, administrators and, by mutual consent of the parties to this contract, other interested parties from within the College to study and report upon agreed subjects.
- d. All reports of the CPSC or its subcommittees, including their recommendations, shall be submitted in writing to all members of the CPSC. Upon completion of its study and report on a subject assigned to it, each ad hoc committee shall be considered dissolved, and once dissolved no ad hoc committee shall be reactivated except by action of the CPSC.
- e. All CPSC recommendations shall be forwarded to the President with the vote recorded either in support or in opposition to the recommendation. Proposals disapproved by CPSC will be sent to the President for his/her information.
- f. The President shall submit a written response to all CPSC recommendations within thirty (30) days indicating approval or stating reasons for disapproval of the recommendation. Failure of the President to respond as herein specified within forty-five (45) days shall constitute approval.

The President may refer proposals which have been disapproved by CPSC back to CPSC for further study. When the President refers a disapproved proposal back to CPSC he/she shall provide reasons for the referral and include any additional information he/she feels CPSC should consider. When a proposal is referred back to CPSC by the President, CPSC shall have at least 30 calendar days to respond or a longer time if mutually agreed with the President. Nothing herein shall interfere with the Board rights set forth in Article .

- g. The clerical expenses of CPSC and its committees shall be borne by the Board. Agendas and items for discussion should be received by CPSC members three (3) working days prior to the meeting.
- h. The parties agree that the CPSC and its committees serve in an advisory capacity only and that the failure of the Board or the President to place any of its recommendations into effect shall not constitute the basis of a grievance.

2. Divisional Governance

- a. The faculty of each division may continue to develop rules, regulations, and procedures for divisional operation which are not in conflict with the law, Board policy and this Agreement in the following areas:

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- (1) Summer assignments
- (2) Conference travel
- (3) Faculty appointments
- (4) Faculty evaluation
- (5) Safety procedures
- (6) Textbook selection
- (7) Courses to which faculty are assigned and counselor assignments
- (8) Specific courses to be offered
- (9) Development of course proposals and course revisions
- (10) Priority setting for divisional planning
- (11) Selection of faculty participants in division program review(s)

b. Faculty Evaluation and Development

The purpose of faculty evaluation and development is to establish an evaluative process which assesses the strengths and weaknesses of faculty for the purpose of improving instruction and encouraging professional growth through a meaningful faculty development program.

Plans shall include the following:

- (1) Full time continuing contract faculty and part-time adjunct faculty shall be evaluated.
- (2) Every faculty member shall have student questionnaires administered in each of his/her classes at least once annually between mid semester and final examination as determined mutually by the faculty member and his/her Immediate supervisor.

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- (3) The student questionnaire shall consist of up to fifteen questions recommended by CPSC. Up to five additional questions may be added by programs and/or disciplines, and up to five more additional questions may be added by individual instructors. The questions may include, but shall not be limited to, matters of teaching techniques or methods, course syllabi and objectives, and adherence to professional standards.
- (4) Each faculty member shall be provided a summary of results of the student questionnaires for each of his/her class sections and aggregate summary of all of his/her sections. The student questionnaires shall be provided to the instructor and shall be the property of the instructor. Immediate supervisors may be provided an aggregate summary of questionnaire results for the division. Immediate supervisors shall have access to an aggregate summary of questionnaire results for each faculty member of the division. Any discussion of these results with the faculty member will be confidential and by mutual agreement only. All such materials shall be treated confidentially.
- (5) Evaluations shall take place at least once every three academic years.
- (6) The content of the evaluation shall include a summary of each year's student questionnaire, and a written self evaluation. The instructor may also elect to include peer evaluation(s) and/or administration evaluation(s). The written self evaluation shall include but not be limited to the following: review of classroom technique and methods; preparation of course syllabi and objectives; methods, systems, and materials used to evaluate students; professional development activities; and relationships with peers and students. Administrative and/or peer evaluation may include, but not be limited to any of the above.
- (7) A summary or summaries of the evaluation data shall be written by the faculty member and the Immediate supervisor and shall include a statement of strengths and weaknesses. An evaluation conference with the Immediate Supervisor shall be held to discuss strengths and weaknesses indicated by the evaluation. If needed, an outline of a recommended plan for individual professional development will be mutually written. The implementation and execution of the professional development plan becomes a faculty member's responsibility only if resources are provided by the college. All raw data shall be retained by the faculty member after being reviewed with the Immediate Supervisor.

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- (8) The written reports concerning the strengths and weaknesses of the faculty member's performance, together with any recommendation for improvement, shall be kept under separate cover in the faculty member's personnel file. A faculty member shall receive copies of all reports of performance evaluations which are included in his/her personnel file.
 - (9) Evaluation materials shall not be used by the college in matters related to discipline or retention.
 - (10) Divisions shall develop and secure approval of procedures for implementing an evaluation process within 90 working days following contract ratification. These shall also include appropriate evaluation procedures for counselors, advisors, and coordinators based on items 5 through 9 above.
- c. All rules, regulations, and procedures of each division shall be reviewed annually by the Immediate supervisor and the faculty and shall be forwarded through the Dean to the Vice-President-Academic Affairs for his/her review. Policies in the Division of Counseling and Student Development shall be reviewed annually by the Immediate Supervisor and the faculty and then forwarded to the Vice-President for his/her review. The Immediate supervisor in consultation with faculty, will develop an agenda for annual review and/or revision allowing a reasonable time for such activity. A division faculty vote on the existing rules, regulations, and procedures and/or on proposed revisions shall occur within 90 calendar days, excluding holidays and spring and summer sessions, of the date of the review and of the date any proposed revisions were submitted.

Rules, regulations, and procedures now in effect in these areas shall remain in full force and effect. All new or revised rules, regulations, and procedures in these areas and all proposed changes to them, shall be submitted to the faculty of the division affected thereby, and all such rules, regulations, and procedures and changes thereto which are approved by division faculty shall then be submitted to the President or his/her designee for approval. The President or his/her designee shall submit a written response to all such proposals within thirty (30) days, indicating approval or stating reasons for disapproval.

Following the President's approval, they shall become effective. The failure of the President to respond, as herein specified, within forty-five (45) days of his/her receipt of the recommendations shall constitute approval.

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- d. Actions taken in accordance with divisional policies shall not be grieved (except as provided in article IX., B., 2.).
- e. Prior to the implementation of an internship program in any division, the Immediate supervisor shall seek the advice and assistance of the division faculty.

Q. Evaluation of Probationary and Part-time Instructors

1. The evaluation of probationary faculty members shall be made by a committee consisting of the Immediate supervisor (or his/her designee) and the appropriate faculty of the division. The committee shall conduct such evaluations in accordance with applicable divisional rules and regulations.
2. Evaluations shall include classroom techniques and methods; preparation of course syllabi and objectives; methods, systems and materials used to evaluate students; adherence to professional standards and codes of ethics; and relationships with peers and students.
3. The committee's written recommendation concerning a probationary faculty member's continued employment or dismissal, together with such documentation as may be requested, shall be transmitted by the Immediate supervisor through the Dean to the appropriate Vice-President.
4. Written evaluation reports shall be signed by the faculty member and the appropriate Vice-President after a conference between the two. It is understood and agreed that the faculty member's signature merely acknowledges his/her having read the report. The probationary instructor shall have the right to respond in writing to the evaluation report, and such response shall be attached to all copies of the report.
5. The Immediate supervisor and/or his/her designee shall be responsible for the evaluation of part-time instructors. Each part-time faculty member shall be evaluated during his/her first semester of employment and every other semester thereafter until a minimum of three evaluations have been completed. Each evaluation shall consist of a minimum of a student evaluation and an evaluation by the appropriate Immediate Supervisor and/or his/her designee. At least one evaluation shall also consist of a peer evaluation. Classroom visitations shall be included in the evaluation by the Immediate Supervisor and /or his/her designee at a time mutually agreeable to the faculty member and the Immediate supervisor.

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R. Field Trips

1. A field trip is defined as an organized group activity required by a faculty member to meet the educational objectives of his/her course and which requires a student group to leave the normally scheduled classroom or laboratory.
2. The College shall supply transportation for all such approved trips. Requests for field trips must be filed with and approved by the Immediate supervisor at least two (2) weeks prior to their scheduled occurrence.

S. Voting Rights in Dual Division Assignments

Any full-time faculty member who is assigned duties in more than one (1) division shall have full voting rights in the division in which he/she has the major portion of his/her load.

T. Maximum Class Size

1. No class size at the college shall exceed that size set forth upon an official list without written consent of the faculty member affected, which list has been agreed to be correct by the CPSC. A copy of the official list shall be kept in the offices of the Immediate supervisor and the office of the Vice-President of Academic Affairs of the College and a copy thereof shall be given to the President of the MCCEA. Any additions to or changes in this list will be made through the procedures of the CPSC.

The co-chairs of the CPSC will review and update the official class size list yearly. This review will be completed by October 1 of each year. A copy of the official class size list will be provided to each faculty member yearly.

2. Telecourse class sizes shall be 30% greater than those established by the official class size list. Any variations from this percentage will be made through the procedures of the CPSC.

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3. PROCEDURE FOR ADJUSTING INVOLUNTARY OVERLOADS (Enrollment in Excess of Class Size Maximum)

It is not the administration's intention to enroll students beyond the official class size maximum for each class. But if an unauthorized overload should occur, the following procedures will be followed to correct the error.

- A. On the first day of classes, class size lists including all drops, adds and registrations through the last day of regular registration will be distributed to faculty.
- B. If the number of names on the class list or the number of students in the class exceeds the official maximum class size, and the instructor has signed for no such overloads, the instructor may report the apparent involuntary overload to the Immediate Supervisor. This report shall be made no more than two days after the overload is discovered, or, in any event, no later than the end of the second week of classes. Before the next class meeting, the Immediate supervisor will bring the apparent overload to the attention of the Registrar, who will check the drop and add records to determine the actual number enrolled in the class.
- C. If an overload is confirmed, the Immediate supervisor will enter the class when it next meets and request volunteers to transfer to (a) other sections of the same course which are not full, or (b) other college classes of equal credit and contact hours which are not full. The Immediate supervisor will assist the necessary number of volunteers in adjusting their schedules.
- D. If not enough volunteers are forthcoming, the Immediate supervisor will then attempt to identify which students registered or were added last, remove them from the class, present them with the options in "C" above, and assist them in adjusting their schedules.
- E. These procedures will be re-evaluated every year by the Executive Vice-President of Academic Affairs and the MCCEA president.

U. Club Sponsorships

Sponsorships of all student clubs and organizations shall be voluntary, and each sponsor shall be paid one hundred and fifty dollars (\$150.00) per semester.

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V. Educational Grant

1. In the absence of a state directive or prohibitive legislation, the Board will provide an Educational Grant Fund. The grant will be limited to an amount equivalent to tuition and related service fees for credit courses taken under the Associate Degree program at Mott Community College for full-time employees, including spouse and dependent children (up to age 25) as defined by the Internal Revenue Code of the United States. The grant is dependent on completing the course with a passing grade. Should a passing grade not be received, the full amount of tuition and fees shall be paid to the College within twelve (12) months of the end of the class. The employee is responsible for his/her own cost and any cost incurred by a spouse or dependent child. It is the responsibility of the employee to make payment arrangements with the College. Any outstanding payments due must be paid in full prior to registration for subsequent classes. In order to provide verification of dependency status for purposes of State of Michigan audit and College record keeping, the student shall process the grant through the office of Human Resources. The grant will also provide tuition and related service fees for non-credit courses.
2. Part-time and adjunct faculty shall be provided educational grants in the amount of credit hours taught in that semester. Eligibility and restrictions in 1 above apply. Grant credits shall accumulate for a period of two (2) years.
3. Should a faculty member die while actively employed by the College, the grant available in 1 and 2 above shall be available to said faculty member's spouse and dependents as if he/she were actively employed. Should any spouse or dependent taking advantage of this provision not meet the grade requirements in Section 1 above, said individual shall be responsible to repay the College the amount of the grant. No further grants will be available to said individual until the grant is repaid.

W. Faculty Exchange

In support of its commitments to provide opportunities for revitalization and renewal of its faculty and to provide alternative means for faculty development, the Board of Trustees of Mott Community College, hereby adopts the following procedures and considerations for implementation of a program for employee exchange.

Procedures and Considerations

1. Definitions

- a. External Exchange - The exchange of faculty members with an educational, governmental or business institution outside of the College.
- b. Outgoing participant - A faculty member leaving his/her present assignment for a temporary exchange outside the College.
- c. Incoming participant - A faculty member from an outside institution who by reason of an exchange will be temporarily assigned to a college position.

2. Eligibility Requirements

- a. Eligible participants must be permanent full time employees who have been employed with the College for a period of at least four years to qualify for an external exchange. .
- b. Faculty participants must have the approval of their Immediate supervisor (or designee) before applying for any exchange. If the Immediate supervisor should disapprove the application, the faculty member may appeal to the appropriate Vice-President. The decision of that Vice-President shall be final.
- c. Incoming participants must meet the published qualifications for any vacant position they seek. The appropriate faculty appointments committee will have an opportunity to review the applicant's credentials and make a recommendation through the appropriate channels.

3. Number of Exchanges

- a. The number of exchanges which occur at the College will be approved by the President or his/her designee based upon the availability of resources and the effect of the exchange upon the teaching and service function of the College.
- b. If an incoming exchange is not evenly traded for an outgoing exchange in the same subject, the appointment must be approved by the MCCEA.

4. Length of Exchange

The length of any exchange will not exceed one year. Any exception to this procedure must be approved by the Board of Trustees.

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5. Compensation

- a. The College will continue to pay outgoing participants their regular salary and fringe benefits subject to the appropriate deductions. The participant will also continue to receive all other rights and protections under the contract, including but not limited to sick leave, personal leave, academic freedom, and due process, except any rights that are specifically waived in this document, or in an agreement made between the participant and the receiving institution with the concurrence of the MCCEA.
- b. Incoming participants will be paid by the sending institution.
- c. Incoming participants will be excluded from the MCCEA Bargaining Unit.

6. Vested Rights

Any employee participating in an exchange will continue to accrue credits toward sabbatical leave, sick and emergency leave, seniority, terminal leave payments, and salary increments. However, a faculty member who has been on an exchange shall not be eligible for sabbatical leave during the year following the period of an exchange.

7. Exchange Assignments and Obligations

The assignments, obligations, and other understandings for any exchange participant for the period of exchange will be detailed in a Memorandum of Agreement which must be signed by the President or his/her designee and the instructor. A copy will be sent to the MCCEA. The outgoing participant will be expected to follow the calendar, class size, and load provisions of the host institution.

8. Facilities and Resources

The College will provide to incoming participants the same access to opportunities and resources as it does for its own employees, including but not limited to office space, clerical assistance, and staff development services. Any funds for negotiated benefits such as professional travel and professional development will be over and above those allocated for MCCEA members. Any exceptions or prohibitions will be stated in the Memorandum of Agreement.

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9. Housing and Relocation

The College will provide neither housing nor relocation costs for incoming or outgoing participants. However, the outgoing participant is not precluded from applying for Professional Development Funds per Article XIII I-9.

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ARTICLE XI.

Vacancies, Appointments, and Transfers

A. Vacancies

1. Whenever any vacancy shall occur in any professional position in the College, the Board shall publicize the same by giving written notice of such vacancy to the MCCEA and by providing for appropriate posting in the offices of each division, each Dean, and each Vice-President and by notice in any publication of general circulation among faculty members. No vacancy shall be filled, except on a temporary basis, until such vacancy shall have been posted for at least ten (10) days.
2. Any faculty member may apply for such vacancy. In filling such vacancy the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system and other relevant factors. A copy of the procedure for interviewing and otherwise judging the merits of applicants for such positions shall be given to all faculty members. The decision of the Board as to the filling of such vacancies shall, however, be final.
3. The MCCEA shall be allowed to appoint up to three (3) members to the screening committee for any administrative position. The Board's decision as to the filling of any such position shall be final.
4. Whenever practical, all applicants from the College for such positions shall be notified of the disposition of their applications by the President prior to the publication of the name of the successful applicant.

B. Full-Time Faculty Appointments

1. A committee consisting of the Immediate supervisor and the appropriate faculty of the division shall make recommendations in writing on initial employment of new faculty in accordance with applicable divisional rules and regulations.

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2. Said committee shall interview and evaluate candidates and shall recommend their preferences.

The number of candidates recommended shall exceed the number of available positions of the same type by at least two, provided that there shall be a sufficient number of qualified candidates to meet this requirement. Such recommendations as are made shall be in writing and identify the relative strengths and weaknesses of the candidates recommended, as seen by the committee. The committee's reasons for considering any candidate qualified or unqualified shall be submitted in writing to the appropriate Vice-President upon request.

3. The Immediate supervisor shall transmit the written recommendations of the committee to the President, for approval, through the appropriate administrative process. The President shall meet with the committee, if so requested by either party, to discuss the recommendation. If the President does not approve the recommendation of the committee, he/she shall, upon request, give the reasons in writing and instruct the committee to seek new applicants, to re-evaluate previous applicants, to conduct appropriate interviews, and to submit a second set of recommendations. The decision of the Board with regard to initial employment shall be final.

C. Part-Time and Adjunct Faculty Appointments

The following procedures shall apply to the hiring of all part-time faculty including those who achieve adjunct status.

1. A committee or committees consisting of the Immediate supervisor or his/her designee and appropriate faculty of the division shall review part-time applications, interview applicants, if necessary, and shall recommend through the appropriate process the name(s) of recommended candidates.
2. All recommended candidates shall meet the minimum qualifications for full-time instructors in the division.
3. All recommendations shall be in writing and shall include the committee's reasons for the recommendation. In addition, the committee shall complete an Interview Evaluation Sheet on all applicants who have been interviewed.
4. Upon request, the reasons for the disapproval of any recommended candidate shall be given in writing to the recommending committee by the appropriate administrator.

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5. In assigning part-time and adjunct faculty each semester, the Immediate supervisor shall select candidates from a list of approved candidates based on a point system.
6. The Office of Human Resources shall be responsible for the development and maintenance of the preference Point List for adjunct and part-time faculty. The list shall be posted in the Office of Human Resources and each division office. Said list shall be updated and posted by September 1st and February 1st of each academic year. The September 1st list shall include all points earned through the Spring session and will apply to the selection of classes for the Winter semester. The February 1st list shall include all points earned through the Fall semester and will apply to selection of classes for the Spring, Summer, and Fall semesters.
7. Part-time faculty (The term "part-time faculty," as used in this document includes both part-time and adjunct faculty), will be placed on this list by earning points in the following manner:
 - a. At the end of each fiscal year, five points are awarded for each year of part-time or full-time temporary service. (The phrase "a year of service" means a minimum of one course taught in each fiscal year.) If a part-time faculty member teaches in more than one area, these five points will be applied to each preference list.
 - b. Also, one point is awarded for each contact hour taught as a part-time instructor or full-time temporary instructor. Therefore, if a part-time faculty member teaches six contact hours in each of the Fall and Winter semesters in a given calendar year, he or she earns twelve points in this manner. If a part-time faculty member teaches in more than one area, points awarded for contact hours taught in one area will not be used for placement on the preference list in any other area.
 - c. Minority or female part-time (but not adjunct in this case only) faculty will accrue 3 points per contact hour taught. After accrual of 45 points, the minority or female part-time faculty member will accrue 1 point per contact hour taught. This sentence refers to minority or female part-time faculty in subject areas where minorities or females are "under utilized." "Under utilization" shall be determined in accordance with the "utilization analysis" that is part of the Board-approved Affirmative Action Plan.

For example, then, a part-time faculty member who teaches six contact hours in each of two semesters or sessions in a given fiscal year received 5 preference points for a year of service and 12 preference points for contact hours taught, for a total of 17 preference points on the discipline's part-time preference list.

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- d. Administrators will be placed on the preference list in the manner stated above. Retired full-time faculty members who wish to teach part-time receive 50 points for each year of full-time service at MCC.
8. The part-time preference list is used as follows:
 - a. The Immediate supervisor in assigning part-time faculty, contacts the part-time faculty on the preference list, going from highest to lowest point totals. Ties are broken by selecting the part-time faculty member with the earliest contractual date of hire; if the dates of hire are equal, the Immediate supervisor flips a coin in the presence of a witness.
 - b. The part-time faculty member highest on the list selects the section(s) of courses he or she wishes to and is qualified to teach. If a question arises over qualifications, it will be referred to the divisional part-time faculty committee, which will make a determination in the matter. If additional courses are available after this selection, the Immediate supervisor contacts the next name on the list, and repeats the process until all available courses are assigned.
 - c. A part-time faculty member who is bumped from an assigned course because the bumping is necessary to create a regular and ordinary load for a full-time faculty member will go to the top of the list.
 - d. If unassigned course remain after the preference list is exhausted, the Immediate supervisor can assign a qualified person whose name does not appear on the preference list.
 9. Once the list of approved candidates has been established and each candidate has been ranked, it shall be maintained by the Human Resources Office in consultation with the President of the MCCEA. Part-time faculty receiving one unsatisfactory evaluation may be removed from the list.

Failure to accept teaching assignments within a two-fiscal-year period results in a person's name being removed from the preference list.
 10. Prior to the beginning of each semester or session, notification will be given by each division's Immediate supervisor to all part-time faculty members stating the date on which he or she will be making part-time selections and asking for a phone number where the part-time faculty member may be reached on that date if he/she will not be at his/her home phone. It is the responsibility of the faculty member to provide a phone number where he/she can be reached on the given day. The Immediate supervisor in each division will not be responsible for failing to reach faculty members who are not home if they have not provided an alternate number.

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11. The Executive Vice-President of Academic Affairs will convene a committee of representatives selected by the MCCEA and the administration for the purpose of evaluating this notification system after it has been in effect for two semesters.
12. The Board agrees to employ candidates in sequence so far as possible. However, any grievance over the Board's failure to employ a candidate in order of ranking may be processed only through the Board level of the grievance procedure, and the Board may not refuse to hear the grievance.
13. The College shall provide an orientation program for part-time instructors near the beginning of each semester. The orientation shall include information on benefits, procedures, services, and instructional resources. All part-time instructors who are not considered adjunct faculty shall be invited to the orientation. Those part-time instructors attending for the first time shall be paid at the rate specified in X-H-5.
14. Adjunct faculty will receive tentative assignments at least two weeks prior to the first class day of a semester or one week prior to the first class day of a Spring/Summer session. Should any adjunct faculty member have a tentative assignment canceled, the College shall make every effort to provide another assignment with an equivalent number of contact hours for which he/she is qualified. The new assignment will be made as follows: The adjunct faculty member must take the first course that fits his/her schedule starting with any unassigned course(s) followed by the course(s) assigned to the newest part-time faculty and moving up the part-time preference list. Only part-time faculty may be bumped. Preference points shall be given to any adjunct faculty who is unable to secure a make-up class and to any part-time faculty who is bumped by an adjunct faculty. If a question arises over qualifications, it will be referred to the discipline part-time committee, which will make a determination in the matter.

D. Transfers

1. Transfers shall be made only in the area of the faculty member's competence. Each faculty member's preference shall be honored whenever possible. Transfers and changes of assignment shall be on a voluntary basis whenever possible.
2. Voluntary Transfers

Voluntary transfers shall conform to the provisions of Paragraph A of this Article except as provided in Article IX., D., 2.

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3. Involuntary Transfers

If a question of qualifications of a faculty member arises, the Committee, as defined in Article X., H., 3., will make the determination. In the event of a tie, the faculty member will be transferred, on a trial basis, for one semester or one year.

E. Job Descriptions

Any official faculty job description will be developed by the Immediate supervisor in consultation with appropriate faculty and the MCCEA. The job description will be forwarded for review and approval through the appropriate line of reporting to the President, and will include a technical review by the Executive Dean of Human Resources.

ARTICLE XII

ARTICLE XII.

Sick and Emergency Leave

- A. Ten (10) days sick and emergency leave shall be credited annually to each faculty member on the first day of his/her employment year.
- B. In the event that the service of any faculty member is interrupted by reason of discharge, termination, suspension or leave, and said faculty member has utilized more sick leave days than have been accumulated on a pro rata basis, then the value of the excess paid-for leave days shall be deducted from the last paycheck due to the faculty member at the time of interruption.
- C. The total unused portion of the annual sick and emergency leave allowance shall be permitted to accumulate indefinitely.
 - 1. No faculty member shall forfeit accumulated sick and emergency leave days during approved leaves of absence.
 - 2. No faculty member shall accumulate sick and emergency leave during any leave of absence granted under this Article or Article XIII., except as otherwise provided in said Article XIII. Sick and emergency leave accumulated prior to a leave shall be credited upon return.
 - 3. All accumulated sick and emergency leave shall automatically terminate on the date a faculty member ceases to be an employee of the Board.
 - 4. Sick and emergency leave shall accumulate only to faculty members on probationary, continuing, and year-to-year contracts as defined in Article IX., A, except as provided in Article XII-J.
- D. Annual and accumulated sick and emergency leave days shall be used either for personal illness or emergencies, as defined below, provided that a faculty member shall not be eligible to use such days while on a leave of absence under Article XIII. All faculty members other than first-year faculty members shall be credited with and be entitled to use their annual accumulated sick and emergency leave allowances as of the first day of their employment year even though they have not been able to report for duty on that day, provided that:
 - 1. The faculty member notifies his/her Immediate supervisor that he/she will be unable to report because of personal illness, or death or serious illness in his/her immediate family, and,

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2. Upon returning to his/her duties the faculty member complies with all of the requirements of this Article.
 3. If a first-year faculty member takes any sick and emergency leave during the first week of classes, the Board shall deduct the appropriate amount from his/her first paycheck; however, upon completion of a semester's obligations, he/she shall be reimbursed for those days.
 4. Illness or disability related to pregnancy and/or childbirth shall entitle the faculty member to use sick days in the same manner and to the same extent as any other illness or disability under the terms of this Article, provided that her physician states in writing she is ill or disabled.
- E. The Board may request a doctor's certificate from a faculty member who uses illness as a reason for absence. Upon a faculty member's return to work after illness of more than five (5) working days duration, a statement may be requested from a doctor certifying that the employee is capable of returning to work. In cases where a faculty member frequently claims extended personal illness, a medical examination in accordance with established policy may be required by the Board.
- F. Conditions for the use of emergency leave are as follows:
1. Leave of absence due to the death of a member of the immediate family shall be granted for a period not to exceed five (5) working days. Immediate family shall mean: husband, wife, father, mother, brother, sister, son, daughter, grandparent, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, niece, and first cousin.
 2. Leave of absences of faculty members due to the serious illness of any person listed in Paragraph F., 1., above shall be granted for a period not to exceed five (5) working days. In case of quarantine the time allotted shall be for the duration of the quarantine or for the accumulated sick and emergency leave days whichever is the shorter period of time.
 3. When serious illness of a member of the family is immediately followed by death, the leave provided in Paragraph F. 2. may be extended upon written recommendation of the Immediate supervisor provided that the total thereof shall not exceed eight (8) working days.
 4. Paid emergency leave days in exceptional circumstances or in excess of the limitations herein contained may be granted by the Sick and Emergency Leave Committee.

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- G. A Special Request form (Appendix F) shall be completed by the faculty member and submitted to the faculty member's Immediate supervisor upon return to his/her duties after an emergency absence. The completed form shall contain all pertinent information relating to the absence.
- H. Unpaid Sick and Emergency Leave may exceed the total annual and accumulated sick and emergency leave days in unusual "hardship" cases when specifically approved by the Sick and Emergency Leave Committee. Any full-time faculty member may transfer a portion of his/her sick leave days to a full-time faculty member who has exhausted his/her accumulated sick and emergency leave days. Any transfer of sick and emergency leave days must be in writing, used only to cover the waiting period before disability payments begin, and the number of days received may not exceed the amount necessary to qualify for benefits under Article XV, C.
- I. Any faculty member who is absent because of injury or disease, other than an assault covered in Article XVI, Paragraph C, of this Agreement, shall be permitted to deduct from annual and accumulated sick and emergency leave the difference between the allowance under the Michigan Workers' Compensation Law and his/her regular salary.
- J. Faculty members under contract for less than full-time but more than 3/5 time, will be allowed 3/5 the normal sick and emergency allowance provided above. Faculty members under contract for 3/5 time or less shall be allowed one hour of sick and emergency leave per weekly contact hour being taught. Sick and emergency leave for adjunct faculty shall accumulate to a maximum of fifty (50) hours.
- K. The Sick and Emergency Leave Committee shall consist of three (3) faculty members appointed by the MCCEA and three (3) persons appointed by the Board. The Vice President of Academic Affairs or his/her substitute shall be an ex officio member of the Committee entitled to vote only in the event of a tie. Committee meetings shall be scheduled by the Vice-President of Academic Affairs or his/her designee. A quorum of the Committee shall consist of two (2) faculty members and two (2) members appointed by the Board.
- L. The Board shall provide every faculty member by October 15 an accounting of his/her sick and emergency leave days accumulated.

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M. Full-time spring and/or summer faculty shall accrue two (2) days of sick and emergency leave during the spring and/or summer session; spring and/or summer session faculty teaching less than full-time but one-half time or more shall accrue one (1) day of sick and emergency leave during the spring and/or summer session; spring and/or summer session faculty teaching less than one-half time but one-quarter time or more shall accrue one-half (1/2) day of sick and emergency leave during the spring and/or summer session. Sick and emergency leave days so accrued shall be added to the faculty member's accumulated sick and emergency leave on the first day of the spring and/or summer session. Utilization of sick and emergency leave by those teaching during the spring and/or summer session shall be subject to the same conditions as utilization during the regular academic year. The provisions of this Section M, shall apply only to regular full-time faculty members.

ARTICLE XIII.

Leaves of Absence

A. Voluntary and Involuntary Leaves

The Board, upon written request of the faculty member, may grant a leave of absence for a period not to exceed one (1) year, without pay, subject to renewal at the will of the Board, provided that without request leave of absence because of physical or mental disability may be granted by the Board for a period not to exceed one (1) year; provided further, that any faculty member on continuing contract so placed on leave of absence shall have a right to a hearing on such unrequested leave of absence in accordance with the provisions for hearing set forth in Paragraph C., of Article IX., and any probationary faculty member shall have the right to a hearing on such unrequested leave of absence through the fourth level of the grievance procedure.

B. Extended Illness

Any faculty member on continuing contract whose personal illness extends beyond the period compensated under Article XII., shall be granted a leave of absence without pay for the duration of such illness, but not to exceed three (3) years.

C. No approved leave of absence shall serve to terminate the rights of a faculty member to a continuing contract acquired prior to the granting of such leave of absence.

D. Personal Leave

1. Two (2) days of paid personal leave per academic year shall be granted annually to all full-time faculty members. The annual unused paid personal leave shall accumulate as sick and emergency leave. Faculty members contracted for less than full-time but more than three-fifths (3/5) time will be granted one (1) day of paid personal leave. Substitute or part-time employees will not be eligible for any paid personal leave days.
2. It is agreed that paid personal leave days are provided for legitimate business, professional, and family obligations of a faculty member which cannot be met outside of his/her regular scheduled teaching assignment. Typical of these obligations, although not all-inclusive are: court appearances, scheduled medical examinations, dental appointments, religious holidays, college graduation exercises, honors convocations honoring the faculty member or members of his/her immediate family, and real estate transactions.

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3. Application for paid personal leave shall, except in emergencies, be made to the Immediate supervisor at least three (3) days prior to the date of such leave on a form provided by the Board which is attached hereto as Appendix F.
4. So long as the personal leave is consistent with the purposes of this Paragraph, it shall automatically be granted. Faculty members taking personal leave for reasons other than specifically set forth herein, and not within the spirit of this Article, shall be subject to discipline.

E. Religious Holiday Leave

Three (3) days leave of absence without pay shall be granted to faculty members who wish to observe traditional and customary holidays.

F. Jury Duty and Court Service

1. When a faculty member is called for jury service, he/she shall give his/her Immediate Supervisor notice, and he/she shall be given leave with pay. Any juror's fees received by the faculty member shall be paid to the Board.
2. When a faculty member is subpoenaed to serve as a witness in a court action involving the Board or arising out of his/her employment, he/she shall be given a leave of absence with pay for the time required for such court appearance.
3. Any witness fees, except expert witness fees, resulting from court service shall be paid to the Board.

G. Child Care Leave

A faculty member may request a child care leave. Such leave shall be granted for a period of up to eighteen (18) months, but shall not include more than two (2) complete semesters. The faculty member shall declare his/her intended return date at the commencement of the leave. Such return shall be at the beginning of a semester or session. Any deviation from the declared return date must have the approval of the appropriate Vice-President.

H. Military Leave

Leave for extended military service will be granted in accordance with the requirements of state law. Whenever a faculty member who is a member of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, or Air Force Reserve is called to active service during his/her contractual year, he/she shall be paid the difference between his/her regular salary and his/her base pay allowance of the State of Michigan or other governmental

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authority for such active service, if such allowance be less than he/she would receive for a comparable time worked for the Board, provided that the total period of such service does not exceed two (2) calendar weeks in any single calendar year. Before such payment shall be made, the faculty member shall file in the Human Resources Office a letter from his/her commanding officer stating the period of active duty and the allowance by the State of Michigan or other governmental authority for such service.

I. Sabbatical Leave

1. Sabbatical leaves for study and/or research will be granted to two percent (2%) of the members of the bargaining unit as calculated at the beginning of the first semester of each academic year up to a maximum of seven (7) faculty members.
2. Sabbatical leaves are granted for the following purposes: study or research related to one's teaching responsibility and study or research related to a matter of concern to the college and/or the community.

3. Eligibility

Any faculty member shall be eligible for sabbatical leave provided that:

- a. He/she has completed seven (7) equated years of service in the College within ten (10) consecutive years, and
- b. He/she is employed by the Board or on study leave at the time when notice of intent to apply is given, and
- c. He/she has not been granted a sabbatical leave during the previous seven (7) years.

4. Application Date

To be considered for sabbatical leave, a faculty member must submit in writing a notice of intent to apply for sabbatical leave to the Vice-President of Academic Affairs no later than January 15 of the academic year immediately preceding the academic year for which sabbatical leave is requested, and an application for sabbatical leave must be submitted in writing to the Vice-President of Academic Affairs no later than February 1 of such year.

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Such application shall clearly state the purposes for which the leave is being requested, the precise period of time for which the leave is requested, the qualifications of the applicant to receive such a leave, and such other information as may be required by this leave provision. The Sabbatical Review Board may request additional information from any candidate for a sabbatical leave. If in the opinion of the Review Board the applicant still does not meet the criteria for awarding a sabbatical leave, the Board may by majority vote reject such applicants.

5. Sabbatical Review Board

A Sabbatical Review Board consisting of the Vice-President of Academic Affairs and two (2) Deans appointed by the President and three (3) faculty members appointed by the MCCEA shall be established. The Sabbatical Review Board shall review all applications and shall on or before February 15 submit a ranked list of applicants indicating the Review Board's recommendations for granting sabbatical leaves and alternates in case of cancellations to the President. The President shall notify the successful applicants of his/her recommendations by March 1. Successful applicants must acknowledge their willingness to accept their leave by March 8.

Failure to so notify the President shall void the application. In determining who shall be recommended for sabbatical leave, the Review Board shall consider the following and such other factors as the Review Board shall deem pertinent.

- a. The quality of the application and the value of the course of study to the College.
- b. The contributions of the applicant to the College.
- c. The length of uninterrupted service to the College.

6. Duration and Pay

A sabbatical leave may be granted for one semester at full pay or one (1) academic year, or the last semester of an academic year and the first semester of the following academic year, at half pay. A sabbatical leave may also be granted to a faculty member who teaches one half (1/2) of his/her regular standard load in each semester of his/her sabbatical leave for a full academic year or the last semester of an academic year and the first semester of the following academic year, at full pay, except that the Board may limit it to one sabbatical leave allowed. All insurance premiums provided by the Board under this agreement shall be paid for the benefit of each faculty member while on sabbatical leave.

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7. Return from Leave

Each faculty member who is granted sabbatical leave will be required to execute an agreement which shall provide that he/she return to the College upon termination of his/her leave and that he/she shall remain on the faculty for a period of two (2) semesters, and that failing to do so, he/she will reimburse the Board for all salary and insurance premiums paid to or for the benefit of such faculty member while on sabbatical leave.

8. A written report summarizing the faculty member's activities pursuant to his/her stated purposes shall be submitted to the appropriate Dean within sixty (60) days of the faculty member's return to his/her official duties.
9. Each year funds equal to 50% of the Ph.D. maximum salary will be budgeted by the Vice-President of Academic Affairs to be used for graduate study tuition or other professional development activities for faculty members.
 - a. The Sabbatical Review Board will set criteria for eligibility for use of these funds.
 - b. Applications for grants will be processed and be approved by the Sabbatical Review Board.

J. Retraining Leave

The Board may grant, upon application, leaves of absence without pay not to exceed one (1) year for study; except that the Board, upon request, may extend such leave annually for up to a limit of three (3) years for a plan of study approved by the administration. Decision by the Board in granting or renewing such leave is final.

1. Retraining leaves are granted to a pink-slipped faculty member to allow them to prepare to shift their teaching responsibilities into a different subject matter.
2. The Board may offer any pink-slipped faculty member, and shall offer to any pink-slipped faculty member on continuing contract the following option:

Within thirty (30) days of receiving a pink slip, the pink-slipped faculty member may agree to retrain by filing a statement of his/her intent to retrain with the Administrative/Faculty Committee (as defined in X, H. 3.) Within thirty (30) days after filing this statement, the pink-slipped faculty member shall file a plan of study subject to approval by the committee in consultation with the Immediate supervisor or coordinator for the area in which the faculty member is retraining. The period of time granted for retraining shall be two (2) semesters; unpaid extensions may be granted upon application to the

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Administrative/ Faculty Committee. The Board shall pay the faculty member one-half (1/2) his/her contractual salary while he/she is retraining and maintain his/her insurance and retirement benefits. The Board shall transfer retrained faculty to fill positions for which they have qualified themselves as provided for in Article IX., D-2. Such rehiring shall not result in the loss of seniority.

3. A pink-slipped faculty member shall be one who is laid off per any part of Article IX, D.
4. In any year after retraining leave(s) is/are taken, the number of sabbatical leaves shall be reduced by fifty (50) percent of the number of actual retraining leaves used. In the event that an odd number of Retraining Leaves are used, the number of sabbatical leaves will be reduced by fifty (50) percent plus 1.

K. Professional Conferences

The Board shall encourage faculty members to attend professional meetings and conferences without loss of pay. The Board shall provide funds for expenses incurred by faculty members attending authorized professional meetings.

1. The Board shall establish and maintain a travel and conference fund using as a budget guideline an amount of at least .0055 of the MA-0 salary per equated full-time faculty member, said funds to be allocated among the divisions according to the number of full-time equated faculty members in each division.
2. The funds within the division shall be used in accordance with divisional conference travel policies established under Article X., Paragraph P., 2., a., (2). The following shall serve as a guide for the use of said funds:
 - a. The meeting or visit necessitating funds shall be directly related to the work of the faculty member.
 - b. The division faculty members shall devise an equitable method by which the use of these funds for professional conferences shall be determined.
3. The amount reimbursed to the individual faculty member shall be determined by the expenses incurred in approved travel and applicable college travel and expense policies.
4. Use of these funds shall be limited to faculty members only.

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5. The faculty member who anticipates a professional absence must complete a Travel Request Form (Appendix H) which will be submitted in accordance with his/her divisional policies for processing and recommendation at least five (5) working days before said absence. Failure to obtain authorization for absence may result in loss of pay for the period of absence.
6. The faculty member who is to be absent shall be responsible for making advance arrangements for his/her classes. The immediate supervisor must give approval to the arrangement made.
7. Advance reimbursement for travel funds approved shall be granted upon request of the faculty member.

L. Detached Service Leave

The Board may grant detached service leave with another school system, educational institution, or official governmental agency. Detached service leave with a private employer may be granted when circumstances warrant. A faculty member who is on continuing contract and who is granted detached service leave shall not forfeit his/her right to a continuing contract.

M. Catastrophe Leave

1. When a natural catastrophe occurs, one (1) day's leave per occurrence shall be granted without loss of pay, upon the approval of the Sick and Emergency Leave Committee. The meaning of "natural catastrophe" shall be limited to those conditions commonly termed "acts of God."
2. When a faculty member claims emergency leave by reason of a natural catastrophe, he/she shall present his/her claim to the Sick and Emergency Leave Committee, as provided in this Article, and the Emergency Leave Committee's decision as to whether such leave shall be granted shall be final and not subject to the grievance procedure.
3. Any such leaves granted shall be deducted from the faculty member's accumulated sick and emergency leave.

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N. Miscellaneous

1. Faculty on leave shall retain all credits toward sabbatical leave, sick and emergency leave, seniority, terminal leave payments, and salary increments accrued prior to the leave. Faculty on leave of thirty (30) working days or less shall continue to accrue such credits during the leave. Faculty shall continue to accrue credits toward seniority, terminal leave payments, and salary increments during any paid leave, any period of leave covered by the long-term disability policy, or any period of leave resulting from illness or disability related to pregnancy and/or childbirth. For the period prior to the fall semester of 1970, all unpaid leave shall count toward seniority.
2. A faculty member returning from a leave of absence shall return to the position he/she left. If the position is no longer in existence, he/she shall have first choice of available positions for which he/she is qualified.
3. A faculty member on leave for one semester or more shall notify the Office of the Vice President of Academic Affairs in writing not less than sixty (60) days prior to the expiration of such leave whether he/she will return to employment. A faculty member not conforming to this requirement may have his/her employment terminated.

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Terminal Leave

- A. A terminal leave payment of one hundred twenty-five dollars (\$125.00) per year of service to the College will be paid upon retirement thereafter to:
 - 1. Any faculty member who has ten (10) years of service to the College and who retires after he/she attains the age of 65.
 - 2. Any faculty member who retires after reaching age 55 who has ten (10) years of service to the College if retirement is the result of ill health sufficient to qualify such staff member for disability retirement under the Michigan Retirement System for Public School Employees Act.

- B. A terminal leave payment of one hundred fifty dollars (\$150.00) per year of service to the College will be paid upon retirement thereafter to:
 - 1. Any faculty member who has ten (10) years of service to the College and who retires after he/she attains age 63 or 64.

- C. A terminal leave payment of one hundred seventy dollars (\$170.00) per year of service to the College will be paid upon retirement thereafter to:
 - 1. Any faculty member who has ten (10) years of service to the College and who retires after he/she attains age 60, 61, or 62.

- D. A terminal leave payment of two hundred dollars (\$200.00) per year of service to the College will be paid upon retirement to:
 - 1. Any faculty member who has ten (10) years of service to the College and who retires after he/she attains age 58 or 59.

- E. A terminal leave payment of two hundred twenty-five dollars (\$225.00) per year of service to the College will be paid upon retirement thereafter to:
 - 1. Any faculty member who has ten (10) years of service to the College and who retires after he/she attains age 56 or 57.

- F. A terminal leave payment of two hundred fifty dollars (\$250.00) per year of service to the College will be paid upon retirement thereafter to:

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1. Any faculty member who has ten (10) years of service to the College and who retires after he/she attains age 55.
 2. Any faculty member who has ten (10) years of service to the College and twenty-five (25) years of credited service under the Michigan Retirement System for Public School Employees Act and who retires after he/she attains age 50, 51, 52, 53, or 54.
 3. Should the Michigan School Employees Retirement law be changed to allow retirement prior to age 55, then the benefits of this section shall be available to any faculty member who has ten (10) years of service to the College.
- G. Any faculty member who retires under the terms and conditions of Paragraph A, shall receive five dollars (\$5) per day for each day of accumulated sick and emergency leave. (Ten dollars(\$10) per day for each day of accumulated sick and emergency leave if the accumulation is over 100 days.)
- H. Any faculty member who retires under the terms and conditions of Paragraph B, shall receive ten dollars (\$10) per day for each day of accumulated sick and emergency leave. (Fifteen dollars (\$15) per day for each day of accumulated sick and emergency leave if the accumulation is over 100 days.)
- I. Any faculty member who retires under the terms and conditions of Paragraph C, shall receive fifteen dollars (\$15) per day for each day of accumulated sick and emergency leave. (Twenty dollars (\$20) per day for each day of accumulated sick and emergency leave if the accumulation is over 100 days.)
- J. Any faculty member who retires under the terms and conditions of Paragraph D, shall receive twenty dollars (\$20) per day for each day of accumulated sick and emergency leave.
- K. Any faculty member who retires under the terms and conditions of Paragraph E, shall receive twenty-five dollars (\$25) per day for each day of accumulated sick and emergency leave.
- L. Any faculty member who retires under the terms and conditions of Paragraph F, shall receive thirty dollars (\$30) per day for each day of accumulated sick and emergency leave.
- M. For Purposes of Terminal Leave, the school year is defined as beginning on September 1st of any given year and ending August 31st of the following year. Faculty may elect to retire at the end of any academic semester.

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- N. Faculty who retire from the College after the equivalent of ten (10) years of full-time service and who meet the requirements for a regular or deferred retirement as outlined by MPSERS (including employees who elect the Optional Retirement System) shall be granted Emeritus status. Emeritus status is without remuneration but entitles the retiree to:
- Teaching at the adjunct pay rate at no more than ten (10) hours per semester with an average of no more than three fifths (3/5) of a full load or less per academic year.
 - Maintaining an account on the College's computer system for nine months after his/her last teaching assignment. Upon written request by the retired faculty member, the account's contents will be taped and stored by the College and a copy of the tape will be provided to the retiree for the cost of the tape.
 - Use of Faculty/Staff parking ramp.
 - Free course tuition for credit and non-credit courses at the College (with reimbursement provisions identical to active employees.)
 - Use of the Mott library.
 - Inclusion on mailing lists related to activities at the College if requested by the retiree.
 - Dependents (as defined by the Internal Revenue Service) of employees who qualify for emeritus status are also eligible for free course tuition for credit and non-credit courses at the College (with provisions for reimbursement identical to active employees.)
- O. The benefits provided to retirees who qualify for Emeritus status shall also be provided to disabled faculty (and their eligible dependents as defined by the IRS in the case of Mott tuition) who have given the College the equivalent of five (5) years of full-time service and who have been on an extended medical leave for a minimum of three years. The provisions for reimbursement of tuition shall be identical to the terms applicable to active employees.
- P. Free course tuition for credit and non-credit courses at the College shall be provided to the dependents (as defined by the IRS) of deceased employees who have given the College the equivalent of ten (10) years of continuous full-time service. The provisions for reimbursement of tuition shall be identical to the terms applicable to active employees.
- Q. Vision and dental insurance as set forth in Article XV of this Agreement shall be provided for the first twelve (12) months of retirement. These benefits will not be available after January 1, 1996.

ARTICLE XV.

Insurance Protection

- A. The Board shall provide, without cost to the faculty member, group life insurance protection which shall pay to the faculty member's designated beneficiary the sum of fifty thousand dollars (\$50,000) upon death. In the event of accidental death, a sum not less than two (2) times the amount shall be paid to the beneficiary.

- B. The Board shall provide for each regularly assigned full-time faculty member the entire premium for the year for the faculty member's Blue Cross/Blue Shield MVF-2 Program plus Master Medical (Option 4) with \$2.00 co-pay prescription drug coverage, the MESSA Super Care 1 Program, the HMO Program, the Blue Cross/Blue Shield Preferred Provider Plan, or for any employee organization insurance or program equivalent thereto approved by the Board for both the faculty member and his/her family. Effective 1-1-93, the Blue Cross/Blue Shield Program and the Blue Cross/Blue Shield Preferred Provider Plan will be eliminated. (The equivalent of the MESSA Care Rider with Blue Cross/Blue Shield and with Health Plus of Michigan will be added, if available.) Faculty who do not elect any of the above health plans shall have one hundred (\$100) dollars per month to apply toward authorized tax-sheltered annuities and/or other approved options. Said amount shall not be taken as salary. Faculty who select MESSA Super Care 1 shall have his/her life insurance as provided in A above reduced by a like amount provided in the Super Care 1 insurance plan. At age 70, the employee is required to enroll in Medicare in order to qualify for a plan equivalent to Blue Cross 70, MESSA Super Care 1 70, or HMO 70, which the Board will provide during the period of continued employment.

Should the cost in MESSA Super Care 1 Full Family premium (effective July 1) increase more than ten percent (10%) over the premium for the preceding year, the salary schedule for the year following shall be adjusted as follows:

10% TO 10.9%	0% REDUCTION
11% TO 11.9%	.1% REDUCTION
12% TO 12.9%	.2% REDUCTION
13% TO 13.9%	.3% REDUCTION
14% TO 14.9%	.4% REDUCTION
15% AND ABOVE	.5% REDUCTION

Should the increase in MESSA Super Care 1 Full Family premium be in effect for less than a twelve (12) month period the reductions above shall be prorated accordingly.

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- C. The Board shall provide, without cost to the faculty member, a long-term disability plan to age 70 in accordance with government rules on age discrimination, at sixty-six and two-thirds percent (66 2/3%) of salary for sickness or accident with a ninety (90) calendar day waiting period and pre-existing conditions waiver. Mental/nervous conditions, alcoholism/drug abuse will be treated the same as any other illness. The amount of reduction in Long Term Disability benefits resulting from Social Security payments will be calculated when Long Term Disability benefits begin and then, for the purposes of the plan, the amount of such Social Security benefits shall be "frozen." Any later legislative changes increasing Social Security Old Age, Survivors, and Disability Insurance benefits will not be used to further reduce the Long Term Disability benefits. Any sick days remaining after the waiting period shall be retained by the faculty member for use upon return to work and for the determination of terminal leave payments if qualified.
- D. In the event of disability as defined in the long-term disability contract, the Board shall provide without cost to the faculty member, the coverage described in A and B above for as long as the disability lasts, but not exceeding three (3) years from the inception of the disability.
- E. Each faculty member who contracts to work less than full time but more than three-fifths (3/5) time as defined in Paragraph A, 3, of Article X, is entitled to receive fringe benefits equal to three-fifths (3/5) of those set forth in Paragraphs A, B, C, and D, of this Article. Faculty members working three-fifths (3/5) time or less and substitute faculty members are not entitled to benefits under this article, except as provided in J below.
- F. Effective September 1, 1985, the Board shall provide without cost to the faculty member Delta Dental Plan "E" with Orthodontic Rider 007 (with internal and external coordination of benefits effective January 1, 1981) or an equivalent dental care plan for all full-time faculty members and their eligible dependents.
- G. Effective September 1, 1985, the Board shall provide each faculty member and eligible dependents with vision insurance in accordance with the specifications of the MESSA/VSP-3 Plan.
- H. The Board shall provide without cost to the faculty member liability insurance in the amount of up to five hundred thousand dollars (\$500,000) for each faculty member.
- I. Details concerning the benefits listed above are contained in the Fringe Benefit Booklet.
- J. Part-time faculty shall be able to request and receive the fringe benefits offered in B. above by paying a pro-rata share of the cost as determined by his/her teaching load during an academic semester or summer session. This provision is subject to carrier limitations.

ARTICLE XVI.

Protection of Faculty Members

- A. The Board hereby assures faculty members that it will put its full support behind the procedures and policies hereafter recommended and adopted by the Board in matters of protection of faculty members. The administration and the faculty members recognize a mutual responsibility for the enforcement of such policies. It is also agreed that such policies will be enforced fairly and consistently without favoritism due to race, sex, creed, color, or religion. It is recognized and agreed that there is a continuing need to review faculty protection policies and procedures and to this end, the parties agree that the CPSC (as provided for in Section N. of Article X) shall provide for ongoing study and review of such policies.
- B. Any case of assault on a faculty member shall be promptly reported to the Board. The Board shall render all reasonable assistance to the faculty member (excluding legal counsel) in connection with the handling of the incident by law enforcement and judicial authorities.
- C. In the case of an assault by a student on a faculty member causing injury for which workers' compensation is paid, the Board will pay the difference between workers' compensation and the faculty member's regular salary for the period of disability, not to exceed three (3) years or the term of employment, whichever is the shorter period of time.
- D. The Board will provide at least one security person at the College when classes and counseling or advising sessions are officially scheduled, and one security person at the Wagner Auto Lab when classes and counseling or advising sessions are officially scheduled there.
- E. Student Complaints
 - 1. The student complaint procedure shall not negate or supersede Article V. E. (Academic Freedom-grade change provision).
 - 2. An MCCEA representative may accompany a faculty member at any step of the procedure.
 - 3. If the student complaint is entered into the faculty member's personnel record, the faculty member has recourse to the grievance procedure.

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4. Student Academic Complaint Procedure

- a. Academic concerns must refer to actions of a faculty member done in performance of professional duties.
- b. If a student or parent of a minor student thinks he/she has an academic concern and wishes to formally pursue resolution of that concern, the following steps shall be initiated within 45 calendar days of the cause of the concern.
 - (1.) The student contacts the faculty member regarding the concern.
 - (2.) If the concern is not resolved in step 1, the student may appeal the matter orally to the Immediate supervisor. The Immediate supervisor shall then promptly inform the faculty member in writing of the continued existence of the concern and shall assist the student and faculty member in attempting to resolve the concern. The Immediate supervisor, or designee, shall confer with the student and the faculty member, either separately or together, within ten business days, if possible.
 - (3.) If the student's academic concern is not resolved in steps 1 and 2, and the student wishes to pursue the concern, the student must submit a complaint in writing to the appropriate Dean (or Immediate supervisor if the faculty member is a counselor) within 10 business days, by completing the Student Academic Complaint Form (Appendix I), which must be signed. Upon receipt, a copy of the complaint shall be forwarded to the faculty member.
 - (4.) The Dean or the Immediate supervisor (for counselors) will attempt to gather relevant information and discuss the matter with the faculty member. The Dean or the Immediate supervisor (for counselors) will then make a decision on the matter and put it in writing by completing the Student Academic Complaint Form (Appendix I), and giving it to both parties within 15 business days, if possible.
 - (5.) Either party may appeal the written decision by asking within 5 business days that the complaint be forwarded to the appropriate Vice-President.
 - (6.) The appropriate Vice-President must evaluate the complaint within 15 business days. The Vice-President will evaluate the complaint alone or may convene a Vice-President's Hearing Panel consisting of two faculty appointed by the MCCEA and two students appointed by Student Congress. The Vice-President will serve on and chair this panel. The evaluation will include a hearing with the faculty member, student, and/or witnesses. A student or faculty member's

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request to be heard and to request witnesses shall be honored. A student advocate from the college may accompany the student. The faculty member and student shall be notified of the hearing within 5 days of the hearing date.

- (7.) The appropriate Vice-President shall make a decision about the complaint and shall inform the faculty member and student in writing of its disposition which will terminate the appeals process.

5. Student Equal Opportunity Complaint Procedure

Students who feel they have been subjected to discrimination or harassment based upon age, sex (including sexual harassment), race, marital status, height, weight, religion, color, national origin, sexual orientation, or disability unrelated to the person's ability to do his/her job should contact the Equal Opportunity Compliance Officer, Mott Community College, 1401 East Court Street, Flint, MI 48503, (810) 762-5614 within ten (10) working days of the act(s) of which the person complains.

- F. 1. In the event that student academic complaints arising from three (3) separate incidents within one academic year are admitted to a faculty member's personnel file as a result of the student academic complaint procedure described above, the Immediate supervisor shall convene a committee consisting of three appropriate continuing contract faculty of the division or program, whose membership on this committee shall be subject to the approval of both the Immediate supervisor and the affected faculty member. If a mutually acceptable committee cannot be formed, the three continuing contract faculty of the division shall be chosen by drawing lots among the appropriate continuing contract faculty of the division.
2. The committee shall be apprised of the nature of the complaints admitted against the faculty member, but shall not be permitted access to the faculty member's personnel file. The committee shall hear the faculty member's view of the complaints, and may appraise the faculty member's performance.
3. Appraisals may include classroom techniques and methods, course syllabi and objectives, systems and materials used to evaluate students, adherence to professional standards and codes of ethics, and relationships with peers and students.
4. The committee's written report concerning the strengths and weaknesses of the faculty member's performance, together with any recommendations for improvement, shall be transmitted to the faculty member by the Immediate supervisor, who shall arrange a

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meeting of the committee and the faculty member to discuss the report and recommendations.

5. The purpose of the committee's appraisal shall be improvement of instruction, and the members of the committee shall hold all aspects of the appraisal in strictest confidence.
6. The committee's report shall be given to the affected faculty member and shall not become the basis of any disciplinary action under this Article.

ARTICLE XVII.

Discipline of Faculty Members

- A. No faculty member shall be reprimanded, suspended with or without pay, demoted, discharged or otherwise disciplined without just cause. Just cause shall include but not be limited to incompetence and/or violation of the terms of this Agreement.

- B. Discipline of faculty members shall be subject to the grievance procedure provided that:
 - 1. Any meeting with a faculty member initiated by the College for the purpose of investigating possible cause for disciplinary action shall be conducted by the faculty member's immediate supervisor or designee and the purpose of the meeting shall be clearly stated at the outset. In the event person's other than the faculty member and the immediate supervisor or designee are to be present at such meeting, the faculty member shall be given twenty-four (24) hours written notice, which shall specifically inform the faculty member of his/her right to be accompanied by a representative of the MCCEA.
 - 2. Within ten (10) days of the initial meeting called by the College to investigate possible cause for disciplinary action, the faculty member may request a hearing to respond.
 - 3. Within twenty (20) days of the initial meeting, or within fifteen (15) days of the faculty initiated hearing, notice of withdrawal of the charges or of any disciplinary action shall be conveyed to the faculty member by his/her immediate supervisor or designee and shall be signed by the appropriate agent of the Board.
 - 4. As to probationary faculty members, the Board may give such notices of unsatisfactory work and such other notices as shall be required or permitted by law or this Agreement during the pendency of any grievance.
 - 5. The discharge of probationary faculty members shall not be subject to arbitration.
 - 6. The Board may not waive the hearing at the fourth level of the grievance procedure in matters of discharge of probationary faculty members.

ARTICLE XVIII.

Grievance Procedure

A. Definitions

1. A grievance is a claim, by one or more faculty members, or the MCCEA of an improper application or interpretation of this Agreement or personnel policy as established from time to time, specifying the part of this Agreement or personnel policy which is claimed to be violated and the specifics of such violation.
2. The term faculty member includes any individual or group of individuals within the bargaining unit herein before defined and covered by the Agreement.
3. The term days as used in this Article shall mean calendar days during both the academic year and summer session. During all recesses exceeding two (2) consecutive days the processing of grievances shall be held in abeyance unless both parties agree to proceed. For the purposes of this Article, the weekend shall be considered a recess of two (2) days.
4. In this Article whenever the terms "Immediate supervisor", "Dean" and "Board's Appeal Committee" are used, they shall include their designee acting in their absence.

B. Purpose

The purpose of the following grievance procedure shall be to settle equitably, at the lowest possible administrative level, issues which may arise from time to time with respect to specific claims of improper application or interpretation of the terms of this Agreement or established personnel policy. Both parties agree that these proceedings shall be kept as confidential as may be appropriate to each level of the procedure.

C. Structure

Nothing herein contained shall be construed to prevent any individual faculty member from presenting a grievance and having the grievance adjusted without the intervention of the MCCEA if the adjustment is not inconsistent with the terms of this Agreement and the MCCEA has been given an opportunity to be present at such adjustment.

1. Any faculty member may be represented at the first and second levels of this procedure by a representative of the MCCEA, provided that, if the representative at the first level is not a member of the bargaining unit, the Immediate supervisor or designee will receive prior notice that such a representative will be present at any first level meeting.

ARTICLE XVIII

2. The MCCEA Grievance Committee shall consist of no more than four (4) persons selected by the MCCEA, who shall represent the MCCEA at the third, fourth, and fifth levels of this procedure with no loss in pay.
3. The Board's Appeal Committee at the third level shall consist of the President, Vice President of Academic Affairs, or designees.
4. The faculty member(s) involved in a grievance has the right to be present at any level in the grievance procedure.
5. Insofar as practical, grievance conferences and arbitration hearings will be scheduled so as not to interfere with the class or work schedule of faculty members whose presence will be required. However, faculty members who must interrupt scheduled assignments to give testimony shall not as a result suffer a loss of earnings. If a grievance is filed by a single faculty member, he/she shall have the right to be present at any level in the grievance procedure without loss in pay.
6. Counsel shall be permitted to attend and/or represent the MCCEA at any level.

D. Procedures

The number of days indicated at each level below should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent in writing by the authorized representatives of each party.

1. Level One - Immediate supervisor

- a. A faculty member with a grievance may initiate this procedure in one of the following ways:
 - 1) He/she may approach his/her Immediate supervisor and discuss the matter in his/her own behalf, or
 - 2) He/she may request that a representative of the MCCEA accompany him/her in approaching his/her Immediate supervisor. In such case, the Immediate Supervisor shall not initiate any consultation with the grievant prior to any scheduled meeting at which a representative is to be present.
- b. In the event that (1) or (2) are unsuccessful, or one of the parties to the grievance does not wish to use these steps, the faculty member may file a formal grievance in a form to be supplied by the MCCEA.

ARTICLE XVIII

The form shall be completed in triplicate, one copy for the grievant, one for the MCCEA and one for the Immediate supervisor. A formal grievance shall be filed as soon as possible, but in no event longer than thirty (30) days after notice of the facts giving rise to the grievance came to the faculty member's attention.

- c. Within seven (7) days of the filing of a formal grievance, a meeting shall take place between the Immediate supervisor, the grievant, and the MCCEA representative at a mutually agreed upon time. An answer to the grievance shall be given in writing within five (5) days.
2. Level Two - Appropriate Dean or Vice-President of Student Development and Instructional Support (for Counselors)
 - a. In the event the grievance is not satisfactorily resolved at Level One, the Grievance Committee will determine whether it believes the grievance has merit. Within five (5) days of receipt of the answer at Level One, it will notify the appropriate Dean or Vice President - SDIS (for counselors) whether it intends to process the grievance any further.
 - b. If the MCCEA gives notice that it desires to proceed with the grievance, a meeting will be held between representatives of the MCCEA and the appropriate Dean or Vice-President - SDIS (for counselors) within seven (7) days of such notice and a written answer will be given within five (5) days thereafter.
 3. Level Three - Board's Appeal Committee

If the grievance is not settled at Level Two, the MCCEA may, within five (5) days after said decision, notify the Chairperson of the Board's Appeal Committee that it intends to appeal the grievance, stating the grounds for such appeal. The Chairperson of the Board's Appeal Committee shall, within seven (7) days after receipt thereof, convene a third level meeting between the Grievance Committee and the Board's Appeal Committee, and a written decision, on or attached to the grievance, shall be rendered by the Board's Appeal Committee within five (5) days thereafter and shall be delivered to the MCCEA.

ARTICLE XVIII

4. Level Four - Board of Trustees

If the grievance is not settled at Level Three above, it may be appealed to the Board by filing a written notice within five (5) days of receipt of the written answer at Level Three with the President, stating the grounds for appeal. The President will place the matter upon the agenda of a Board Committee of the Whole meeting occurring within the twenty-one (21) days following receipt of such notice and shall promptly notify the MCCEA of the date, time, and place where such appeal will be heard; provided that, the Board may determine that it does not wish to hear the grievance, in which case it shall give notice of this fact to the MCCEA which shall then be entitled to appeal directly to Level Five. The Board's written decision, on or attached to said grievance, shall be transmitted to the MCCEA by the President or his designee within seven (7) days after said hearing.

5. Level Five - Arbitration

- a. Within seven (7) days of receipt of the answer at Level Four or of any notice that the Board has decided not to hold a Level Four hearing, the MCCEA may by notice request that the matter be submitted to arbitration.
- b. The parties will attempt to select an arbitrator by mutual agreement. If they cannot agree on an arbitrator within seven (7) days after notice is given, he/she shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration hearing. Any grievance not appealed to the American Arbitration Association by the MCCEA within thirty (30) calendar days shall be considered settled on the basis of the last disposition of management. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall render his/her decision in writing and shall set forth his/her finding and conclusions on the issues submitted. 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.
- c. The costs of any arbitration under this Article shall be divided equally between the Board and the MCCEA.
- d. The expenses and compensations of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant, who is not a member of the staff of the College.

E. Miscellaneous

1. Copies of all written answers at any level of this procedure shall be given to the grievant and to the MCCEA Grievance Officer.

ARTICLE XVIII

2. Any grievance not appealed within the time limits set forth above shall be considered settled on the basis of the last decision. If an answer to a grievance is not received within the time limits set forth above, it may automatically be appealed to the next level.
3. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
4. By mutual agreement a grievance may be initiated at any higher applicable level.
5. In order to minimize grievances, whenever a question arises concerning the application and interpretation of this Agreement which affects all or substantially all of the members of the Bargaining Unit or any Division of the College, the parties may convene their professional negotiations teams to discuss the matter.

ARTICLE XIX.

Miscellaneous Provisions

- A. The Board agrees to make every reasonable effort to provide qualified substitute faculty members, and the faculty members shall be informed of a telephone number they may call to report unavailability for work. Faculty members shall report unavailability for work at the earliest possible time and shall make every effort to report no later than one hour before the faculty member's first class of the day.
- B. This agreement shall supersede any rules, regulations, or practice of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual contracts heretofore in effect. All future individual faculty members' contracts shall be made expressly subject to the terms of this Agreement.
- C. Copies of the standard probationary, year-to-year, continuing, supplemental, and temporary contracts are hereto attached as Appendix G.
- D. Copies of this Agreement shall be printed at the expense of the Board and presented to all faculty members now employed or hereafter employed by the Board.
- E. Notices
 - 1. All notices required to be given to the MCCEA by this Agreement shall be hand carried or mailed to the President of the MCCEA by registered mail, addressed to him/her at the address which he/she shall give to the Vice-President of Academic Affairs of the College.
 - 2. All notices required to be given to the Board by the Agreement shall be mailed to the Board by registered mail addressed to 1401 East Court Street, Flint, Michigan, 48503, or to such other address as the Board shall from time to time direct in writing.
 - 3. All notices to be given to a faculty member under this Agreement shall be mailed to his/her last address recorded in the Office of Human Resources. It shall be the responsibility of faculty members to notify the Office of Human Resources of any changes of address. The mailing of such notices shall not relieve the Board of the responsibility to post notices whenever required by this Agreement.
- F. If any provision of this Agreement or any application of the Agreement to any faculty member or group of faculty members shall be found contrary to law, then such a provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.

ARTICLE XIX

- G. This Agreement may not be modified in whole or part by the parties except by an instrument in writing duly executed by both parties, and no departure from any provision of this Agreement by either party, or by their officers, agents, or representatives, or by members of the Bargaining Unit, shall be construed to constitute a continuing waiver of the right to enforce such provision.
- H. No faculty member shall use his/her position in the College to his/her financial advantage by such activities as preparing lists for sales solicitation, by soliciting sales from his/her students and their parents, by promoting his/her employment as a tutor or a private teacher for his/her assigned students or by seeking any similar advantage. Nothing herein shall be construed to prohibit the use of textbooks, laboratory manuals, visual aids or other supplementary materials written, prepared or published by a faculty member for use by students at the College.
- I. The Faculty Handbook shall be a collation of approved CPSC and Board Policies and shall include appropriate divisional policies approved in accordance with Article X., Paragraph N., 2. The Faculty Handbook shall be updated and published by December 31 of each year. It shall not extend or expand this contract or Board Policy.
- J. For the purposes of salary, fringe benefits, terminal leave and seniority, the Flint K-12 service of faculty members employed at the College as of June 30, 1970, while it was operated by the Flint Board of Education shall be counted as service at the College. Faculty members who resign or otherwise terminate their employment shall no longer be entitled to such credits. Administrators returning to faculty status shall retain all such credits earned as faculty members at the College.
- K. Faculty institutional seniority shall comprise regular academic-year semesters or continuous employment as full-time faculty in the College, including leave time as specified in Article XIII., Section N., Paragraph 1., of this Agreement and Flint K-12 service as specified in Section J., above, provided that no leave time approved under the terms of this Agreement or previous such Agreements or College policies and/or practices predating such Agreements shall be construed as an interruption of continuous employment. Faculty institutional seniority shall be computed to the nearest complete semester of employment. Faculty members who have previously worked under full-time temporary contract status shall have such time applied as seniority credit.

ARTICLE XX

ARTICLE XX.

Duration

This Agreement shall be effective as of the 26th day of August, 1997, and continue in effect through the 23rd day of August, 1999.

APPENDIX A

EXCLUDED from the Bargaining Unit are:

President
Executive Vice-President
Chief Administrative Officer
Chief Financial Officer
Legal Counsel
Vice-President
Executive Dean
Dean
Associate Dean
Senior Administrator
Equal Employment Compliance Officer
Administrator
Executive Director
Director
Accountant
Supervisor
Manager
Account Executive
Program/Systems Analyst
Tele-Communications Specialist
Dispatcher/Scheduling Technician
Engineering Technician
Specialist
Student Support Coordinator (formerly Staff Assistant)
Technical Assistant
Administrative Assistant
Librarian
Substitutes other than regular instructors employed as substitutes

All teaching personnel in the Community Education area teaching courses of a duration of less than one semester or its hourly equivalent, and all Community Education personnel in non-credit contract training regardless of duration.

**APPENDIX B-1
BOARD OF TRUSTEES, C.S. MOTT COMMUNITY COLLEGE
FACULTY MEMBERS' SALARY SCHEDULE 1997-98**

Yrs of Exp.	Degree Level									
	-BA	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60	PhD./EdD.	
0	\$24,345	\$30,925	\$32,090	\$33,185	\$34,310	\$35,460	\$36,525	\$37,630	\$38,755	
1	\$25,355	\$32,920	\$34,020	\$35,185	\$36,290	\$37,420	\$38,525	\$39,640	\$40,745	
2	\$26,390	\$34,910	\$36,020	\$37,165	\$38,250	\$39,345	\$40,470	\$41,595	\$42,695	
3	\$27,395	\$36,845	\$37,970	\$39,120	\$40,235	\$41,345	\$42,510	\$43,630	\$44,690	
4	\$28,415	\$38,860	\$39,960	\$41,065	\$42,200	\$43,350	\$44,450	\$45,580	\$46,675	
5	\$29,385	\$40,840	\$41,955	\$43,030	\$44,230	\$45,300	\$46,395	\$47,515	\$48,630	
6	\$30,460	\$42,795	\$43,905	\$45,050	\$46,180	\$47,275	\$48,445	\$49,520	\$50,615	
7	\$31,475	\$44,780	\$45,855	\$47,010	\$48,115	\$49,270	\$50,405	\$51,510	\$52,620	
8	\$32,500	\$46,780	\$47,875	\$48,960	\$50,165	\$51,275	\$52,390	\$53,460	\$54,600	
9		\$49,710	\$50,795	\$52,050	\$53,165	\$54,475	\$55,580	\$56,690	\$57,810	
10		\$51,430	\$52,555	\$53,850	\$55,005	\$56,360	\$57,505	\$58,650	\$59,810	

**APPENDIX B-2
BOARD OF TRUSTEES, C.S. MOTT COMMUNITY COLLEGE
FACULTY MEMBERS' SALARY SCHEDULE 1998-99**

Yrs of Exp.	Degree Level									
	-BA	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60	PhD./EdD.	
0	\$25,075	\$31,855	\$33,055	\$34,180	\$35,340	\$36,525	\$37,620	\$38,760	\$39,920	
1	\$26,115	\$33,910	\$35,040	\$36,240	\$37,380	\$38,545	\$39,680	\$40,830	\$41,965	
2	\$27,180	\$35,955	\$37,100	\$38,280	\$39,400	\$40,525	\$41,685	\$42,845	\$43,975	
3	\$28,215	\$37,950	\$39,110	\$40,295	\$41,440	\$42,585	\$43,785	\$44,940	\$46,030	
4	\$29,265	\$40,025	\$41,160	\$42,295	\$43,465	\$44,650	\$45,785	\$46,945	\$48,075	
5	\$30,265	\$42,065	\$43,215	\$44,320	\$45,555	\$46,660	\$47,785	\$48,940	\$50,090	
6	\$31,375	\$44,080	\$45,220	\$46,400	\$47,565	\$48,695	\$49,900	\$51,005	\$52,135	
7	\$32,420	\$46,125	\$47,230	\$48,420	\$49,560	\$50,750	\$51,915	\$53,055	\$54,200	
8	\$33,475	\$48,185	\$49,310	\$50,430	\$51,670	\$52,815	\$53,960	\$55,065	\$56,240	
9		\$51,200	\$52,320	\$53,610	\$54,760	\$56,110	\$57,245	\$58,390	\$59,545	
10		\$52,975	\$54,130	\$55,465	\$56,655	\$58,050	\$59,230	\$60,410	\$61,605	

APPENDIX C

BOARD OF TRUSTEES, C. S. MOTT COMMUNITY COLLEGE PART TIME AND ADJUNCT FACULTY SCHEDULE

1997-98 and 1998-99

Fiscal Year 1997-98

	Degree Level	C/E*	BA	MA	MA+30	MA+60 PhD./EdD.
Experience						
0		\$687	\$709	\$729	\$736	\$744
1		\$709	\$729	\$752	\$757	\$764
2		\$729	\$752	\$774	\$780	\$788

* C/E = Certification/Experience

Note: Part-Time rate is C/E, Step 0

Fiscal Year 1998-99

	Degree Level	C/E*	BA	MA	MA+30	MA+60 PhD./EdD.
Experience						
0		\$708	\$730	\$751	\$758	\$766
1		\$730	\$751	\$775	\$780	\$787
2		\$751	\$775	\$797	\$803	\$812

* C/E = Certification/Experience

Note: Part-Time rate is C/E, Step 0

*** C/E = CERTIFICATION/EXPERIENCE**

It is the policy of Mott Community College to hire individuals at posted qualifications.

A year of experience is based on accumulating the equivalent number of hours of experience achieved beginning with hours worked during Fall, 1992 to equal a full-time load in the area taught.

For those teaching with twelve (12) hours maximum in their area, a factor of 1.05 will be applied to the salary at the earned position on the salary grid.

APPENDIX D

COACHING DIFFERENTIALS

1997-98 and 1998-99

Coaching Differentials Fiscal Year 1997-98

	0-1*	2-3*	4-5*	6-7*	8-*
Baseball/Softball	\$3,940	\$4,070	\$4,175	\$4,290	\$4,405
Basketball/MCC Post	\$4,935	\$5,085	\$5,220	\$5,375	\$5,510
Golf/Tennis	\$2,215	\$2,290	\$2,360	\$2,300	\$2,475
Volleyball	\$3,210	\$3,310	\$3,390	\$3,490	\$3,575

Coaching Differentials Fiscal Year 1998-99

	0-1*	2-3*	4-5*	6-7*	8-*
Baseball/Softball	\$4,060	\$4,190	\$4,300	\$4,420	\$4,535
Basketball/MCC Post	\$5,085	\$5,240	\$5,375	\$5,535	\$5,675
Golf/Tennis	\$2,280	\$2,360	\$2,430	\$2,370	\$2,550
Volleyball	\$3,305	\$3,410	\$3,490	\$3,595	\$3,680

*Years of coaching this sport at MCC

Assistant coaches will be paid at 45% of the coaching rate

Club sports will be negotiated between the parties of the contract after one year of operation of the club sport.

**APPENDIX E-1
CHARLES STEWART MOTT COMMUNITY COLLEGE
1997-1998 CALENDAR**

FALL 1997

75 Days	August 27	Wednesday	Faculty Report
	September 1	Monday	Labor Day
	September 2	Tuesday	Classes Begin
	September 29	Monday	Fall ² classes begin*
	October 22	Wednesday	First half semester classes end
	October 23	Thursday	Second half semester classes begin
	November 18	Tuesday	Fall ² classes end*
	November 27-29	Thursday-Saturday	Thanksgiving Recess
	December 17	Wednesday	Classes End
	December 19	Friday	Final grades due

WINTER 1998

75 days	January 7	Wednesday	Faculty Report
	January 12	Monday	Classes Begin
	January 19	Monday	Martin Luther King Day- classes dismissed
	February 9	Monday	Winter ² classes begin*
	March 4	Wednesday	First half semester classes end
	March 5	Thursday	Second half semester classes begin
	March 9-13	Monday-Friday (Sat. classes meet)	Spring Recess
	April 7	Tuesday	Winter ² classes end*
	May 1	Friday	Classes End
	May 2	Saturday	Commencement
	May 4	Monday	Final grades due

SPRING 1998

37 days	May 6	Wednesday	Classes Begin
	May 25	Monday	Memorial Day-classes dismissed
	June 26	Friday	Classes End
	June 29	Monday	Final grades due

SUMMER 1998

38 days	June 30	Tuesday	Classes Begin
	July 3	Friday	Holiday - classes dismissed
	August 21	Friday	Classes End
	August 24	Monday	Final grades due

* if offered

Half-semester courses begin the fifth week or the middle of a semester.

Existing courses may be started anytime upon receiving majority approval of the Committee established in Article X, H, 3.

Any faculty member may request that single sections of existing courses be taught as 15-week offerings beginning with the first day of classes of the spring session. The course will be offered as such if approved in accord with the usual scheduling procedures. If not approved, the faculty member may appeal to the Administrative/Faculty Committee established in Article X, H, 3.

**APPENDIX E-2
CHARLES STEWART MOTT COMMUNITY COLLEGE
1998-1999 CALENDAR**

FALL 1998

75 days	September 2	Wednesday	Faculty Report
	September 7	Monday	Labor Day
	September 8	Tuesday	Classes Begin
	October 12	Monday	Fall ² classes begin*
	October 28	Wednesday	First half semester classes end
	October 29	Thursday	Second half semester classes begin
	November 26-28	Thursday-Saturday	Thanksgiving Recess
	December 4	Friday	Fall ² classes end*
	December 23	Wednesday	Classes End
	December 28	Monday	Final grades due

WINTER 1999

75 days	January 6	Wednesday	Faculty Report
	January 11	Monday	Classes begin
	January 18	Monday	Martin Luther King Day- classes dismissed
	February 8	Monday	Winter ² classes begin*
	March 3	Wednesday	First half semester classes end
	March 4	Thursday	Second half semester classes begin
	March 29-April 2	Monday-Friday (Sat. classes meet)	Spring Recess
	April 6	Tuesday	Winter ² classes end*
	April 30	Friday	Classes End
	May 1	Saturday	Commencement
	May 3	Monday	Final grades due

SPRING 1999

37 days	May 5	Wednesday	Classes Begin
	May 31	Monday	Memorial Day-classes dismissed
	June 25	Friday	Classes End
	June 28	Monday	Final grades due

SUMMER 1999

38 days	June 29	Tuesday	Classes Begin
	July 2	Friday	Holiday-classes dismissed
	August 20	Friday	Classes End
	August 23	Monday	Final grades due

* if offered

Half-semester courses begin the fifth week or the middle of a semester.

Existing courses may be started anytime upon receiving majority approval of the Committee established in Article X, H, 3.

Any faculty member may request that single sections of existing courses be taught as 15-week offerings beginning with the first day of classes of the spring session. The course will be offered as such if approved in accord with the usual scheduling procedures. If not approved, the faculty member may appeal to the Administrative/Faculty Committee established in Article X, H, 3.

**APPENDIX F
MOTT COMMUNITY COLLEGE
SPECIAL REQUEST FORM**

Date _____ Office or Division _____

Name _____ S.S.# _____

SICK

Date(s) and hours _____

EMERGENCY LEAVE

Date(s) and hours _____

Reason _____

Action required Not required by Emergency Leave Committee

VACATION

Date(s) and hours _____

(Request should be made in advance to permit arrangement of schedule)

PERSONAL BUSINESS DAYS

Date(s) and hours _____

(Requests should be made in advance to permit arrangement of schedule)

Reason _____

PAID UNION BUSINESS UNPAID UNION BUSINESS

Dates(s) and hours _____

Contract may require additional forms to be completed

JURY DUTY

Date(s) and hours _____

Employee must also complete Jury Duty, Court Service, and Military Reserve Leave Form Available in the Human Resource Office

PERSONAL LEAVE (non-paid leave)

Date(s) and hours _____

Reason _____

OVERTIME EXTRA HOURS

Date(s) and actual hours _____

Reason _____

COMPENSATORY TIME EARNED USED

Date(s) and actual hours _____

Reason _____

SUBSTITUTE NEEDED NOT NEEDED

Date(s) and hours _____

Name _____

Employee's Signature _____

Supervisor's Signature _____

white - Human Resources Yellow - Division Pink - Employee Goldenrod - Substitute Employee

APPENDIX G-1
CHARLES STEWART MOTT COMMUNITY COLLEGE
PROBATIONARY FACULTY MEMBER'S CONTRACT

THIS AGREEMENT, Made this _____ day of _____ 19____ by and between the BOARD OF TRUSTEES of the CHARLES STEWART MOTT COMMUNITY COLLEGE, Flint, Michigan, hereinafter called the "Board", and _____, hereinafter called the "Faculty Member";

WITNESSETH:

1. MASTER CONTRACT. This contract is subject to all the terms and conditions of the Master Contract already in existence at the date of this contract, or any contract subsequently negotiated by this Board and the bargaining agent of its employees.
2. QUALIFICATIONS. The Faculty Member represents that he/she has all the qualifications required by law to teach in the Charles Stewart Mott Community College. In the event that it shall be determined by proper legal authority that the Faculty Member is not qualified to teach in the Charles Stewart Mott Community College, this contract shall terminate.
3. LENGTH OF CONTRACT. The Board hereby employs the Faculty Member to teach in the Charles Stewart Mott Community College for the school year beginning _____, 19____, and ending _____, 19____.
4. EMPLOYMENT AND DUTIES. The Faculty Member hereby accepts such employment and agrees to teach in the Charles Stewart Mott Community College for the term of this contract and to perform such duties as shall be required by him/her by law and by the Board subject to the terms and conditions of said master Contract and of this contract.
5. COMPENSATION. The Board agrees to pay basic annual salary to the Faculty Member in the amount of \$_____. The salary is to be paid in installments commencing _____. The Board is authorized to make such payroll deductions as required by law or as approved by the Board and requested by the Faculty Member.
6. EXTRA DUTIES AND/OR SUPPLEMENTAL COMPENSATION. It is understood by the parties that any part of this contract or any supplemental contract between the parties as to extra duties and/or supplemental compensation shall be for one (1) year or a portion thereof only and shall not be included in the subject of any continuing contract.
7. PROBATIONARY STATUS. The Faculty Member is herewith retained on a probationary status as defined in the Master Contract. A continuing contract is not granted to the Faculty Member, but is specifically withheld pending satisfactory performance during the probationary period and the fulfillment of all the requirements of the Master Contract.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

BOARD OF TRUSTEES
CHARLES STEWART MOTT COMMUNITY COLLEGE
FLINT, MI

Signature (FACULTY MEMBER): _____
Present Address: _____ (Include City, State and Zip Code)
Summer Address: _____ (Include City, State and Zip Code)
By: PRESIDENT (OR DESIGNEE): _____

APPENDIX G-2

CHARLES STEWART MOTT COMMUNITY COLLEGE
FACULTY MEMBER'S CONTINUING CONTRACT

THIS AGREEMENT, Made this _____ day of _____ 19____ by and between the BOARD OF TRUSTEES of the CHARLES STEWART MOTT COMMUNITY COLLEGE, Flint, Michigan, hereinafter called the "Board", and _____, hereinafter called the "Faculty Member";

WITNESSETH:

1. MASTER CONTRACT. This contract is subject to all the terms and conditions of the Master Contract already in existence at the date of this contract, or any contract subsequently negotiated by this Board and the bargaining agent of its employees.
2. QUALIFICATIONS. The Faculty Member represents that he/she has all the qualifications required by law to teach in the Charles Stewart Mott Community College. In the event that it shall be determined by proper legal authority that the Faculty Member is not qualified to teach in the Charles Stewart Mott Community College, this contract shall terminate.
3. LENGTH OF CONTRACT. The Board hereby employs the Faculty Member to teach in the Charles Stewart Mott Community College for the school year beginning _____, 19____, and ending _____, 19____.
4. EMPLOYMENT AND DUTIES. The Faculty Member hereby accepts such employment and agrees to teach in the Charles Stewart Mott Community College for the term of this contract and to perform such duties as shall be required by him/her by law and by the Board subject to the terms and conditions of said master Contract and of this contract.
5. COMPENSATION. The Board agrees to pay basic annual salary to the Faculty Member in the amount of \$ _____. The salary is to be paid in installments commencing _____. The Board is authorized to make such payroll deductions as required by law or as approved by the Board and requested by the Faculty Member.
6. EXTRA DUTIES AND/OR SUPPLEMENTAL COMPENSATION. It is understood by the parties that any part of this contract or any supplemental contract between the parties as to extra duties and/or supplemental compensation shall be for one (1) year or a portion thereof only and shall not be included in the subject of any continuing contract.
7. PUBLIC EMPLOYEES ACT. Both parties agree to obey the provisions of the Public Employees Act (Public Act 379 of 1965).

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

BOARD OF TRUSTEES
CHARLES STEWART MOTT COMMUNITY COLLEGE
FLINT, MI

Signature (FACULTY MEMBER): _____
Present Address: _____ (Include City, State and Zip Code)
Summer Address: _____ (Include City, State and Zip Code)
By: PRESIDENT (OR DESIGNEE) _____

APPENDIX G-3

CHARLES STEWART MOTT COMMUNITY COLLEGE
YEAR TO YEAR FACULTY CONTRACT

THIS AGREEMENT, Made this _____ day of _____ 19____ by and between the BOARD OF TRUSTEES of the CHARLES STEWART MOTT COMMUNITY COLLEGE, Flint, Michigan, hereinafter called the "Board", and _____, hereinafter called the "Faculty Member";

WITNESSETH:

1. MASTER CONTRACT. This contract is subject to all the terms and conditions of the Master Contract already in existence at the date of this contract, or any contract subsequently negotiated by this Board and the bargaining agent of its employees.
2. QUALIFICATIONS. The Faculty Member represents that he/she has all the qualifications required by law to teach in the Charles Stewart Mott Community College. In the event that it shall be determined by proper legal authority that the Faculty Member is not qualified to teach in the Charles Stewart Mott Community College, this contract shall terminate.
3. LENGTH OF CONTRACT. The Board hereby employs the Faculty Member to teach in the Charles Stewart Mott Community College for the school year beginning _____, 19____, and ending _____, 19____.
4. EMPLOYMENT AND DUTIES. The Faculty Member hereby accepts such employment and agrees to teach in the Charles Stewart Mott Community College for the term of this contract and to perform such duties as shall be required by him/her by law and by the Board subject to the terms and conditions of said master Contract and of this contract.
5. COMPENSATION. The Board agrees to pay basic annual salary to the Faculty Member in the amount of \$ _____. The salary is to be paid in installments commencing _____. The Board is authorized to make such payroll deductions as required by law or as approved by the Board and requested by the Faculty Member.
6. EXTRA DUTIES AND/OR SUPPLEMENTAL COMPENSATION. It is understood by both parties that any part of this contract or any supplemental contract between the parties as to extra duties and/or supplemental compensation shall be for one (1) year or a portion thereof only and shall not be included in the subject of any continuing contract.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

BOARD OF TRUSTEES
CHARLES STEWART MOTT COMMUNITY COLLEGE
FLINT, MI

Signature (FACULTY MEMBER): _____
Present Address: _____ (Including City, State and Zip Code)
Summer Address: _____ (Including City, State and Zip Code)
By: PRESIDENT (OR DESIGNEE) _____

APPENDIX G-4

CHARLES STEWART MOTT COMMUNITY COLLEGE

SUPPLEMENTAL SALARY CONTRACT
(FULL TIME FACULTY)

The Board of Trustees of Charles Stewart Mott Community College, Flint, Michigan,
will pay to _____ the sum of \$ _____ for
service performed in the following capacity:

Failure to perform the above service will result in a salary adjustment prior to the end of
the school year.

It is specifically understood and agreed that the above supplemental service or
compensation for this service shall be a period of one (1) year or a portion thereof only and
shall not be included in any continuing contract.

CHARLES STEWART MOTT COMMUNITY COLLEGE
BOARD OF TRUSTEES

President
(Designee of the President)

Faculty Member

APPENDIX G-5

CHARLES STEWART MOTT COMMUNITY COLLEGE

SUPPLEMENTAL SALARY CONTRACT
(PART TIME/ADJUNCT FACULTY)

The Board of Trustees of Charles Stewart Mott Community College, Flint, Michigan,
will pay to _____ the sum of \$ _____ for
service performed in the following capacity:

Failure to perform the above service will result in a salary adjustment prior to the end of
the school year.

It is specifically understood and agreed that the above supplemental service or
compensation for this service shall be a period of one (1) year or a portion thereof only and
shall not be included in any continuing contract.

CHARLES STEWART MOTT COMMUNITY COLLEGE
BOARD OF TRUSTEES

President
(Designee of the President)

Faculty Member

APPENDIX G-6

CHARLES STEWART MOTT COMMUNITY COLLEGE

**FULL TIME TEMPORARY/MORE THAN (3/5) LOAD CONTRACT
(FACULTY)**

The Board of Trustees of Charles Stewart Mott Community College, Flint, Michigan,
will pay to _____ the sum of \$ _____ for
service performed in the following capacity:

Failure to perform the above service will result in a salary adjustment prior to the end of
the school year.

**CHARLES STEWART MOTT COMMUNITY COLLEGE
BOARD OF TRUSTEES**

President
(Designee of the President)

Faculty Member

**APPENDIX H
MOTT COMMUNITY COLLEGE
TRAVEL REQUEST & EXPENSE FORM**

THIS FORM SHOULD BE USED FOR ALL REQUESTS TO ATTEND PROFESSIONAL CONFERENCES OR WORKSHOPS. RECEIPTS FOR TRANSPORTATION, CAR RENTAL, AND HOTEL WILL BE REQUIRED TO BE REIMBURSED.*

NAME _____ DATE OF REQUEST _____

NAME OF CONFERENCE/WORKSHOP _____

TO BE HELD IN _____ MY PART IN THE PROGRAM _____

DATE & TIME OF DEPARTURE _____ AND RETURN _____

ESTIMATED EXPENSES \$ _____ ADVANCED AMOUNT REQUESTED \$ _____
ACCOUNT NUMBER _____

FACULTY ONLY:

SUBSTITUTE NEEDED: YES ___ NO ___ SUBJECT & TIMES _____

REQUESTING SIGNATURE

TRAVEL COMMITTEE SIGNATURE

COST CENTER MANAGER

VICE-PRESIDENT, ACADEMIC AFFAIRS

STAFF:

REQUESTING SIGNATURE

SUPERVISOR

COST CENTER MANAGER

VICE-PRESIDENT

ACTUAL EXPENSES:

TRANSPORTATION: MILES @ (IRS RATE) CURRENTLY AT \$315 PER MILE

PRIVATE AUTO..... \$ _____

TRAIN FARE..... \$ _____

PLANE FARE..... \$ _____

HOTEL: NUMBER OF NIGHTS..... _____

MEALS: \$28.00 PER DAY

BREAKFAST.....\$ 5.00 _____

LUNCH.....\$ 8.00 _____

DINNER.....\$15.00 _____

TOTAL MEALS.....\$ _____

REGISTRATION..... \$ _____

OTHER, PLEASE SPECIFY..... \$ _____

TOTAL EXPENSE..... \$ _____

AMOUNT ADVANCED.....(CREDIT) - \$ _____

AMOUNT DUE COLLEGE..... \$ _____

AMOUNT DUE EMPLOYEE..... \$ _____

ACCOUNT NUMBER _____

ACCOUNT NUMBER _____

COST CENTER MANAGER APPROVAL _____

* RECEIPTS ARE NOT REQUIRED FOR MEALS FOR MORE THAN ONE DAY TRIPS.

** PREPAID AMOUNTS SHOULD BE INDICATED.

FORM #021
03/18/94

APPENDIX I

STUDENT ACADEMIC COMPLAINT FORM

Faculty member involved:

Date student contacted faculty member:

Nature of complaint:

Evidence or facts available to support complaint:

Outcome student believes would be satisfactory:

Name _____
(please print)

Signature _____

Date _____

APPENDIX I (cont.)

Decision of Dean (or immediate supervisor for counselor):

Date student and faculty member were notified of decision: _____

Signature:

If not accepted, date sent to the appropriate Vice-President for appeal:

Date: _____

**APPENDIX J
CHARLES STEWART MOTT COMMUNITY COLLEGE**

OFFICIAL DAILY MILEAGE LOG

Name _____ Division _____

Position _____ Account Number _____

For Period From _____ Through _____

Date	Official Mileage		Miles Traveled	Reason for Travel
	From	To		

Sheet Total _____
 Total for Prior Sheets for Period _____
 Total for Period _____

Signature _____

 Approved _____
 Date Approved _____

APPENDIX K

**MOTT COMMUNITY COLLEGE
Office of Human Resources**

Salary Adjustment Request

Name: _____ S.S. #: _____ Date: _____

This is to certify that on the above date I filed the following credits with the Office of Human Resources of Mott Community College.

Course	No.	Term Hours	Semester Hours	Grade	College	Date Completed

The present basis of training on which my salary is now computed is _____ with _____ years of experience.

The credits herewith submitted should entitle me to _____ additional hours of training.

The basis of training on which my next contract salary should be computed will be _____ with _____ years of experience.

NOTE:

All adjustments to salary as a result of additional training shall be effective at the beginning of the payroll period succeeding the date that a certificate of such training has been successfully completed and received by the Office of Human Resources. It shall be the responsibility of the faculty member to obtain such a certificate and deliver or cause such certificate to be delivered to the Office of Human Resources.

To be completed by the Office of Human Resources:

Effective Date: _____ Training: _____
 Experience: _____ Present Salary: _____
 Proposed Salary: _____

Signature: _____
 Instructor Date

Signature: _____
 Human Resources Representative Date

Notice sent to faculty member: Yes ___ No ___ Signature: _____

BOARD OF TRUSTEES OF CHARLES STEWART MOTT COMMUNITY COLLEGE

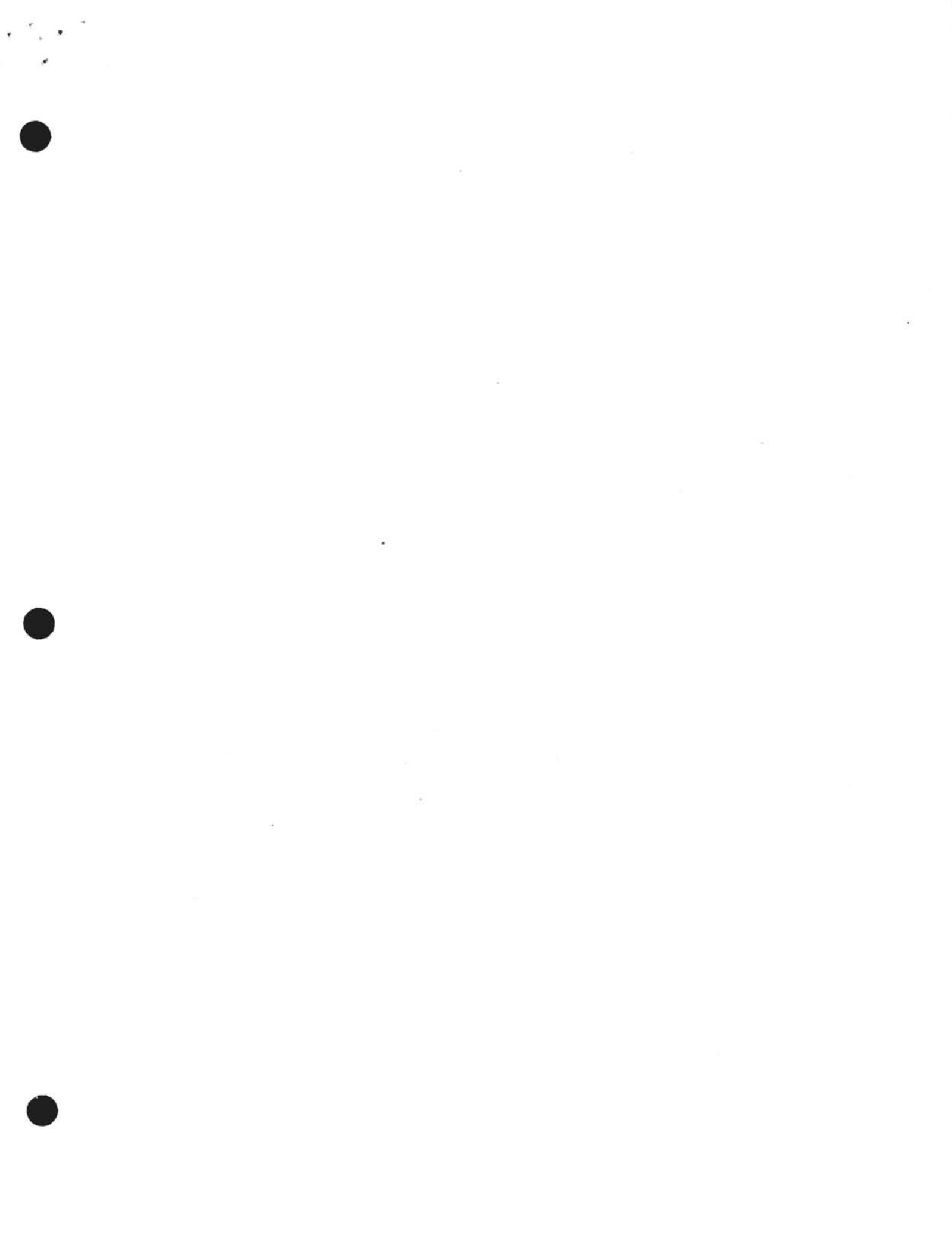
By *Lenore Gaudy*
Chair

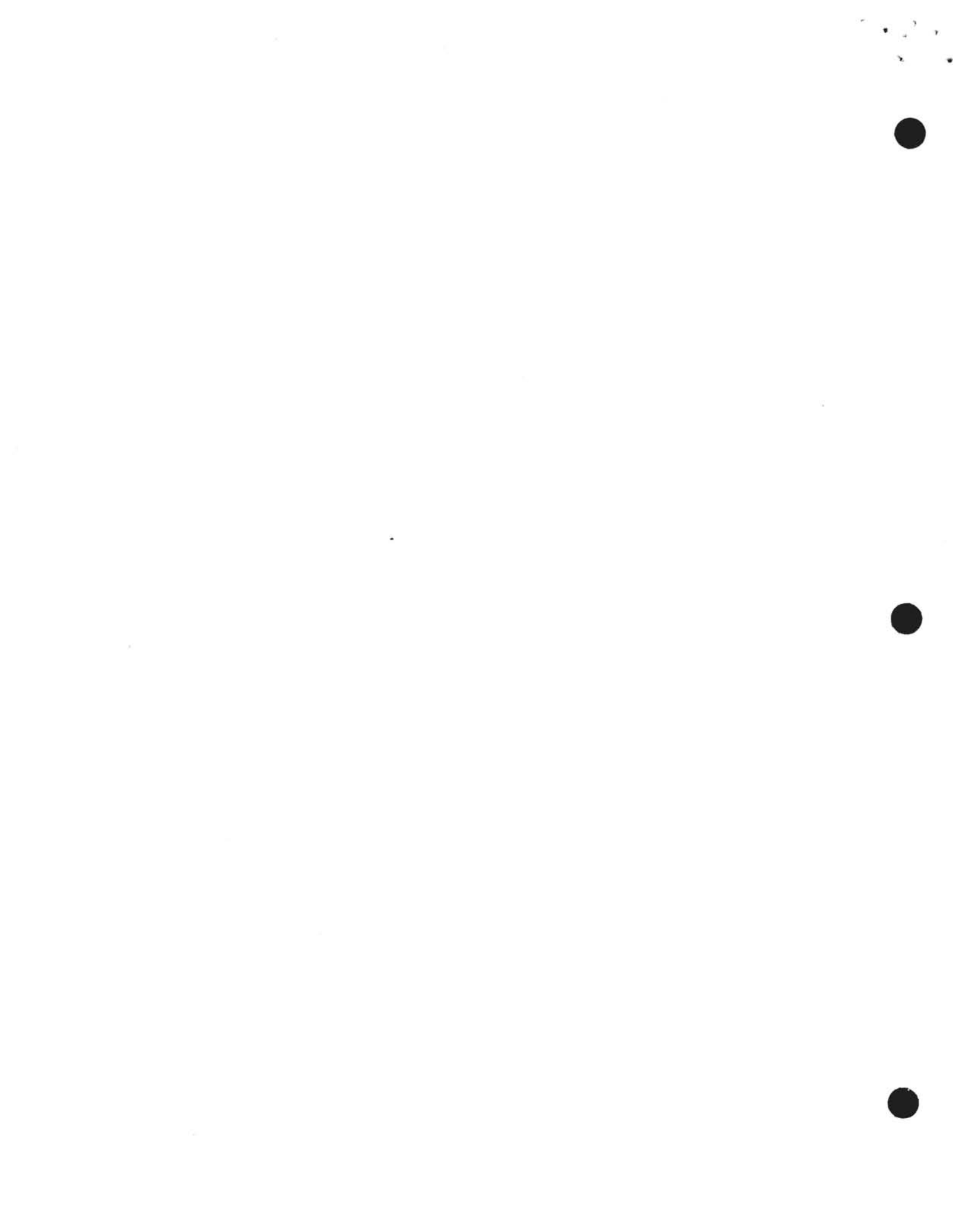
9-26-97
Date

MOTT COMMUNITY COLLEGE EDUCATION ASSOCIATION

By *[Signature]*
President

9-30-97
Date





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