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8/26/2002

Agreement Between
The Board of Trustees
of Henry Ford Community College

and
The Henry Ford Community College
Federation of Teachers
American Federation of Teachers
Local 1650

1999-2002

Henry Ford Community College

Henry Ford Community College
5101 Evergreen
Dearborn, Michigan 48128

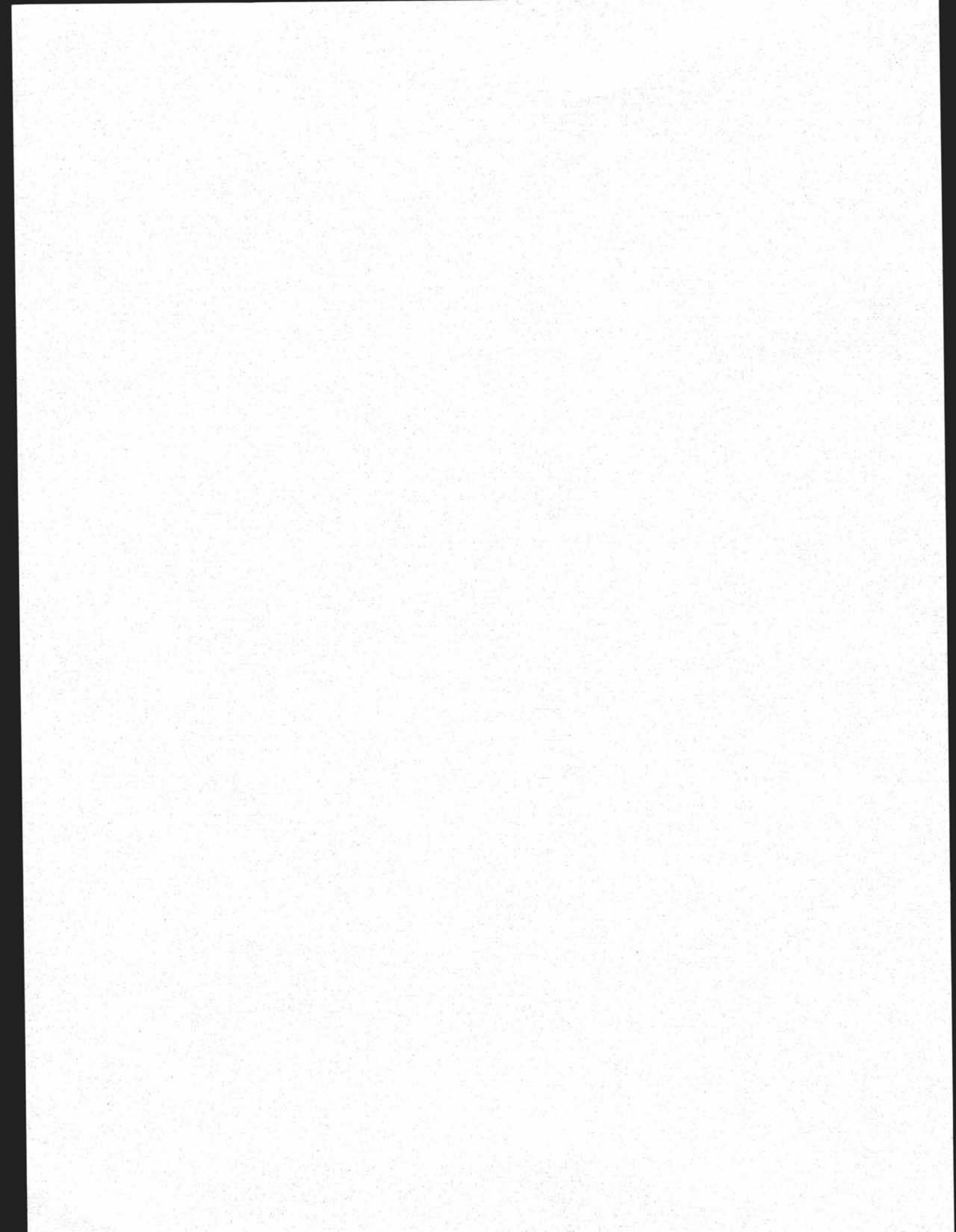


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**AGREEMENT BETWEEN
THE BOARD OF TRUSTEES
OF HENRY FORD COMMUNITY COLLEGE
AND
THE HENRY FORD COMMUNITY COLLEGE
FEDERATION OF TEACHERS
AMERICAN FEDERATION OF TEACHERS' LOCAL 1650**

1999-2002

This agreement is made this 17th day of May, 1999, by and between the Board of Trustees of Henry Ford Community College (hereinafter referred to as the "Board") and the Henry Ford Community College Federation of Teachers, AFT Local 1650 (hereinafter referred to as the "Union"), for the period beginning August 24, 1999 and ending August 26, 2002.

I. RECOGNITION

- A. The Board recognizes the Union as the sole and exclusive bargaining representative for the Bargaining Unit consisting of all classroom teachers (except part-time extra-contractual classroom teachers teaching less than ten contact hours); all department chairpersons, all counselors, all librarians, all Placement Officers, Focus on Women Program Director, Child Care teachers, Special Needs Program advisers, Student Newspaper/Student Activities Officer, and Athletic Director (except for the non-classroom teaching positions cited above working less than nineteen hours per week). With respect to part-time teachers of English Composition, an assignment of eight or more contact hours shall constitute membership in the Bargaining Unit. All members of the Bargaining Unit shall hereinafter be referred to as "teachers."
- B. The Union agrees to maintain its eligibility to represent all teachers by continuing to admit persons to membership without discrimination and to represent all teachers equally, regardless of membership in any employee organization.
- C. The Board agrees to continue its policy of not discriminating against any teachers on the basis of race, creed, color, national origin, sex, age, weight, height, marital status, handicap, political affiliation or belief, or membership in, or participation in or association with the activities of, any employee organization.

The Union and the Board of Trustees support the affirmative action policy as adopted by the HFCC College Organization.

- D. The Board shall make no changes in the hours, wages and conditions of employment of teachers incorporated in this Agreement except upon mutual agreement of the Board and Union. The Board shall also make no changes, except upon mutual agreement of the Board and Union, in those portions of (a) the College Organization Handbook, or (b) the Staff Handbook of Administrative Regulations, or (c) The Board Policy Book which embody or constitute hours, wages or conditions of

employment. When any such changes are agreed upon, the Board shall within ten (10) days deliver three (3) copies of such changes to the Union. It is understood that many matters involving hours, wages and conditions of employment as set forth in the aforementioned documents have been incorporated in this Agreement, and that in all such instances this Agreement shall supersede the aforementioned documents and constitute the controlling instrument.

New policies and regulations relating to hours, wages and conditions of employment not covered by any portion of this contract which are contemplated by the Board shall be adopted only after prior adequate consultation with the Union, with a good faith intent to reach agreement. However, the Union recognizes that failure to reach agreement following such good faith consultation shall not give rise to a grievance.

II. BOARD OF TRUSTEES' RIGHTS

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all rights, powers, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and/or the United States.

The exercise of these rights, powers, authority, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

III. UNION-BOARD RELATIONS

A. Agency Shop

1. As a condition of employment, each teacher, beginning with the first complete month following a date thirty (30) calendar days after employment in the Bargaining Unit and monthly thereafter during August through May of each year during the life of this Agreement, shall tender to the Union either periodic and uniformly required Union dues or, in the alternative, a service charge in an amount equivalent to the periodic and uniformly required Union dues.
2. The effective date for termination of employment of any teacher who fails to comply with this Article shall be the end of the College year in which the teacher's failure to comply with this Article occurs.
3. No teacher shall be terminated under this Article unless:
 - a. The Union first has notified the teacher by letter, explaining that the teacher is delinquent in not tendering either periodic and uniformly required Union dues, and specifying the current amount of such delinquency, and warning the teacher that unless such dues or service charge or a properly executed authorization are tendered within thirty (30) calendar days of such notice, the teacher shall be reported to the Board for termination as provided in this Article, and

- b. The Union has furnished the Board with a copy of the letter sent to the teacher and notice that the teacher has not complied with the Union's request. When requesting the Board to terminate the teacher, the Union shall further specify the following by written notice:

"The Union certifies that (Name) has failed to tender either the periodic and uniformly required Union dues or service charge required as a condition of continued employment under the collective bargaining agreement and demands that, under the terms of the agreement, the Board shall terminate this teacher."

4. The Board agrees that within five (5) days of the receipt of the notice provided in the preceding paragraph, it shall notify the teacher that the teacher's services shall be terminated at the end of the current College year, and the Board further agrees that, at the next meeting of the Board after receipt of the said notice, the Board shall adopt a resolution terminating the employment of the teacher effective at the end of the current College year. The Board further agrees that after it has received the said notice, it shall not accept a check-off authorization from such teacher without the consent of the Union.
5. If any suit or proceeding of any kind shall be brought against the Board at any time before any tribunal in which a teacher or teachers, or any person or organization on the teacher's behalf, contests a discharge or discharges under the provisions of this Article, the Union agrees to reimburse the Board, promptly upon demand, for all reasonable legal fees and all expenses of suit incurred by the Board in defending itself in such suit or proceeding, and also for any and all back pay or other damages for which the Board may be adjudged liable in such suit or proceeding. The Union further agrees that if it shall fail to reimburse the Board promptly upon demand for the aforesaid fees, expenses and damages, the Board shall be entitled, in addition to any other legal remedies, to apply against such indebtedness of the Union to the Board, until paid in full, all membership dues and service charges collected by the Board on behalf of the Union pursuant to the provisions of this Agreement. The foregoing shall also apply to any reasonable legal fees and expenses incurred by the Board and any back pay liability or other damages imposed upon the Board, in any proceedings which may be initiated by the Board in order to implement the provisions of this Article.

B. Dues or Service Charge Checkoff

1. During the life of this Agreement, the Board shall deduct one (1) month's current uniform and periodic Henry Ford Community College Federation of Teachers' dues or service charge from the pay of each teacher who voluntarily executes and delivers to the Board a form authorizing such deductions.
2. The following certification form shall be used by the Union when certifying membership dues or service charge:

CERTIFICATION OF FINANCIAL OFFICER OF UNION

I certify that until further notice the membership dues or service charge payable under the current collective bargaining agreement is _____ percent of the teacher's monthly contractual salary per month for the months August through May.

Date _____

Signature _____
Union Financial Officer

Date of Delivery to Board _____

3. Payroll deductions shall be made only from the pay due teachers on the last payday of each calendar month, provided, however, the initial deduction for any teacher shall not begin unless both (1) voluntary authorization for deduction of Union dues or service charge and (2) the certification of the Union's financial officer as to the amount of the monthly Union dues or service charge has been delivered to the Board at least fifteen (15) calendar days prior to the last payday of the calendar month on which the change is to become effective.
4. A teacher may revoke the "Voluntary Authorization" for deduction of Union service charge at any time by written notification to the Board on a form provided by the Board, provided notice of such revocation is given to the Union. Payroll deductions shall terminate when a revocation has been delivered to the Board at least thirty (30) calendar days prior to the last payday of the calendar month.
5. All sums deducted by the Board shall be remitted to the financial officer of the Union once each month by the fifteenth (15) calendar day of the month following the month in which the deductions are made, together with a list of names and the amount deducted for each teacher for whom a deduction was made.

6. The Board shall not be liable to the Union by reason of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the teacher. In addition, the Union shall indemnify and save the Board harmless from any liability resulting from any and all claims, demands, suits, or any other action arising from compliance with this Article, or in reliance on any list, notice, certification, or authorization furnished under this Article.
 7. The Board agrees that it shall not, during the life of this Agreement, deduct dues or service charges from teachers for any organization other than the Henry Ford Community College Federation of Teachers.
- C. The Board shall make available to the Union, upon its reasonable request and within a reasonable time thereafter, such statistics and financial information related to Henry Ford Community College and in possession of the Board as are necessary for negotiation and implementation of collective bargaining agreements. It is understood that this shall not be construed to require the Board to compile information and statistics in the form requested when not already compiled in that form unless mutually agreeable.
- D. The Union shall be furnished a copy of the agenda of each regular meeting of the Board with all normal attachments including the minutes of past meetings.
- The Union shall be entitled to appear on the Board agenda provided that a written notification is submitted to the President's Office on or before the Tuesday prior to a regularly scheduled meeting.
- Lacking a written notification to appear on the agenda of the Board of Trustees, the Union shall be entitled to speak on issues affecting Henry Ford Community College at the Board of Trustees' meetings at such times during the meeting as are provided in the agenda or at any other time agreeable to the Board.
- E. Teacher representation on any committee appointed by the Board and dealing with matters within the jurisdiction of the Bargaining Unit, other than committees formed by agreements between the Faculty and the Administration pursuant to the provisions of the Constitution for the College Organization of Henry Ford Community College, shall be appointed by the Union.
- F. Upon request, the President of Henry Ford Community College shall meet personally with the President of the HFCC Federation of Teachers, or vice versa, to discuss matters relating to the implementation of this agreement or to emphasize the significance to the College and/or the Union of any problems that may be under consideration at any level.

- G. Rooms at the College may be used for Union meetings and special programs provided that: (1) arrangements are made in advance with the Administration and (2) meetings are scheduled within the regular shift hours of custodial staff.
- H. Whenever possible, scheduling of classes of any member of the Executive Board of the Union which interfere with attendance at the monthly Executive Board meetings after 3 p.m. of the second Monday of each month shall be avoided, if names of Union Executive Board members are supplied to the Administration by October 1 for the Winter semester schedule and by February 1 for the Fall semester schedule.
- I. Teachers who by arrangement between Union and Administration participate during working hours in conferences and meetings with the Administration, which involve or derive from this collective bargaining agreement, shall suffer thereby no loss in pay or benefits.
- J. The President of the Union shall, upon request, be provided released time during the presidency, with no cost thereto accruing to the Board and with no penalty to the individual. If this released time is not used by the President of the Union, it may be assigned at the President's discretion. However, if any portion of this time is to be assigned, the Union President must supply the Administration with the name(s) of such teacher(s) by October 1 for the Winter semester schedule and by February 1 for the Fall semester schedule, except that these notification dates shall be waived in an emergency situation where the Union President becomes incapacitated for a period of time sufficient to require a teaching substitute, provided that coverage can be assured for the classes affected. Released time afforded the Union President or any designee of the Union shall be covered with part-time teachers, and reimbursement by the Union to the Board of such time shall be based upon the costs of replacement with part-time teachers.
- K. Teachers shall be accorded the opportunity to attend programs of an educational nature on topics related to organizational activity, with no loss of pay, provided no cost accrues to the College.

IV. CONDITIONS OF EMPLOYMENT

- A. Preferred minimal educational requirements for full-time teaching shall be a master's degree in subject matter, or its equivalent, directly related to the teaching job being filled.

The filling of a vacancy with the best qualified person available shall be accomplished with the fullest possible involvement of the teachers of the division or department in which the vacancy exists.

It is understood that when part-time or temporary full-time vacancies are filled because of enrollment demands as a semester is beginning, time may not permit providing the teachers within the division/department where the vacancy exists the

fullest possible involvement in the hiring process. In such instances, the teachers within the division/department may, at their option, assess the part-time or temporary full-time hire during the first semester of employment in the manner traditionally used by the teachers in the filling of a vacancy, including the review of application materials, conducting an interview(s), observing teaching performance, and forwarding a recommendation relative to continued employment beyond the initial assignment.

- B.** Whenever the number of classes taught during the day by part-time teachers within a department/division is equal to or exceeds two (2) full-time positions for three (3) consecutive semesters, the Administration shall honor the request of the department/division for additional full-time teachers, up to a number that would reduce the amount of day part-time teaching within the department/division to less than that equal to two (2) full-time positions.

It is understood by the parties that no more than four (4) teachers may be hired under the terms of this provision in any one (1) contractual year. Should the requests for additional teachers under this provision exceed four (4) in number in any one (1) contractual year, the requests of those departments/divisions having the highest ratio of part-time to full-time teachers shall receive priority under this provision.

It is also understood that requests for full-time hires under the terms of this provision shall be honored only in a semester (1) immediately preceded by three consecutive semesters in which tuition/fees and State aid revenues at the College have increased, remained constant, or been limited to a decrease of one percent (.01) or less, and (2) only to the extent that turn-over savings from full-time teacher retirements/resignations effective with the current College year are sufficient to fund the additional full-time positions.

The language in this provision should in no way be construed as to prohibit the hiring of full-time teachers under conditions other than those cited above, and in no way places a limit on the total number of teachers the College may hire in a particular year.

- C.** The Constitution for the College Organization of Henry Ford Community College, as it may be amended from time to time in a manner mutually agreeable to the College Organization Senate and the Administration, shall continue in force for the duration of this contract.
- D.** When a teacher speaks or writes as a citizen, the teacher shall be free from administrative and institutional censorship and discipline. However, the responsibility for clarifying the communicator's position resides with the teacher, and a statement to the effect that the teacher speaks as an individual, a citizen, and not in behalf of the institution, should be included in this communication.

Each teacher is entitled to freedom of discussion within the classroom on all matters which are relevant to the subject under study and within the teacher's area of professional competence. The presence of any communications device during the

meeting of a class shall be subject to the teacher's permission or the requirements of legislation providing for the handicapped.

- E. A written recommendation resulting from any department/division action which is forwarded to an appropriate administrator, through established channels at the College, is deserving of a written response. Such response should, in the normal course of events, be provided within ten (10) working days and should indicate the administrator's action (e.g., approval or disapproval, support or lack of support, acceptance or rejection, return to sender for any purpose, statement of need for further study or other appropriate action), including the reasons for such action.

V. TENURE AND PROBATION

A. Definitions

1. The term "teacher" as used in this Article shall mean full-time teacher as defined by the collective bargaining agreement.
2. The term "demote" shall mean to reduce a teacher's contractual salary and fringe benefits or to refuse to advance a teacher to a higher step on the salary schedule if so required by the collective bargaining agreement.
3. The term "College year" shall be as defined by the collective bargaining agreement or as adopted by the practice of the parties.
4. "Tenure" is the term of the individual contract of employment between a teacher and the employer wherein such individual contract of employment has no expiration date.
5. The term "day" as used in this Article shall mean calendar day.

B. Probationary Period

1. Each teacher, upon being hired full-time at the College, shall serve a four (4) year period of probation.

The primary emphasis in the first two and one-half (2.5) years of probation shall be on evaluating performance of professional duties. In the final year and one-half (1.5) of probation, there shall be continued emphasis on evaluating performance of professional duties with equal emphasis on participation in the governance structure of departments/divisions and the College.

2. At least three (3) and preferably four (4) classroom observations per year, or their equivalent for probationary teachers not engaged in classroom activities, shall be made by the appropriate administrator, unless extraordinary circumstances prevail, in which case the Administration may waive such

requirements. Any teacher on probation may request an observation. When a Teacher Evaluation Form is submitted, the probationary teacher may write any comments the teacher feels are appropriate. The teacher's written comments shall be attached to the Teacher Evaluation Form. Prior to the writing of a report, it is desirable that a conference be held with the teacher involved. If any weaknesses are to be cited, a conference shall take place. The administrator shall offer constructive comments in writing regarding weaknesses observed.

A department/division shall establish a Probationary Teacher Mentor Committee consisting of tenured teachers of the department/division to provide the probationary teacher with: (a) evaluations and recommendations regarding the teacher's performance during the teacher's first two (2) years of probation and (b) information regarding procedures and policies of the department/division and the College, with particular emphasis upon the shared governance structure of the College. The findings and recommendations of such a committee shall be confidential and shall be shared with administration only following written permission from the probationary teacher.

3. Not less than twenty (20) days before the end of any College semester for a first year probationary teacher, forty (40) days for a second year probationary teacher, and sixty (60) days for a third year of fourth year probationary teacher, the President of the College or designee may recommend to the Board of Trustees that a probationary teacher's contract not be renewed. The Administration, if it decides to recommend to the Board of Trustees the non-renewal or the dismissal of a probationary teacher, shall furnish such teacher with a written statement containing the reason(s) for such recommendation. Such reason(s) shall be based upon observation and/or other relevant considerations. In addition the Administration shall provide, at the request of the affected teacher, a conference with the administrator who recommends non-renewal or dismissal and a conference with the College President or designee. The teacher may be accompanied by a Union representative if the teacher so desires.
4. When circumstances arise that would require a tenured teacher to take a Personal Leave, the probationary teacher shall submit a letter of resignation. No probationary teacher shall be extended rights and/or privileges not granted a tenured teacher.
5. The provisions of Article V.B., Probationary Period, are subject to review through the Grievance Procedure. The parties agree that under no circumstances shall an arbitrator have jurisdiction to grant tenure as a remedy for any violation of the provisions of Article V.B., Probationary Period. The denial of tenure shall not be subject to review through the Grievance Procedure.

C. Tenure

1. Following the completion of the probationary period, all teachers shall be vested with tenure as teachers of the Henry Ford Community College Board of Trustees.
2. Any teacher who has rendered two (2) or more years of full-time service at the College as of the date of incorporation of this Article into the collective bargaining agreement, any tenured P-12 teacher from the Dearborn School District who is hired at the College, and any instructional employee who has been employed as an administrator or in a combination of teaching/administrative positions at HFCC for two (2) full College years as of September 1, 1980, and who subsequently becomes a teacher, shall be considered a tenured teacher under the terms of this Article.
3. No teacher on tenure shall be discharged, demoted or otherwise terminated from employment with the Board of Trustees without compliance with the provisions D, E, and F of this Article. However, the provisions of this Article shall not apply to any dismissal arising from failure to comply with the Agency Shop provisions of the contract.
4. Action brought against a teacher under provisions D, E, and F of this Article shall not be subject to review through the Grievance Procedure.

D. Severance of a Tenured Teacher

1. Discharge, separation or demotion of a tenured teacher shall be accomplished only for just cause. No charges concerning the character of professional services of any teacher shall be considered unless such charges have been filed not less than sixty (60) days before the end of the College year.
2. Any charge seeking to separate a teacher with tenure shall be reduced to writing, signed, and attested to before a notary by the person making same and filed with the Secretary of the Board of Trustees. The Board of Trustees shall, at its next scheduled public meeting, receive such charges for consideration and shall conduct a vote on whether or not to proceed upon such charges. In the event that the Board of Trustees elects to proceed upon such charges, the Board of Trustees shall forthwith advise the affected teacher and provide to such teacher a copy of the charges, a copy of the resolution of the Board of Trustees, as well as a statement of the rights of the teacher under this Article. The teacher shall notify the Board of Trustees in writing, within ten (10) days of receipt of charges, that the teacher desires a hearing with the Board. The Board of Trustees shall convene for the purpose of hearing evidence in support of charges not less than thirty (30) days nor more than forty-five (45) days from the receipt of the teacher's request for a hearing.

Such hearing shall be public or private at the option of the affected teacher and shall be chaired by the Chairperson of the Board of Trustees with counsel or an administrative law judge who shall be an attorney employed by the Board of Trustees for the purpose of chairing such meeting. The Chair shall keep order at such hearing, direct the receiving of proofs, and make rulings upon evidence, as may be appropriate. The Chair shall set the rules for procedure at such hearing provided that the rules of evidence comply with the Administrative Procedures' Act of 1969.

3. The hearing shall be quasi-judicial, with the charging party having the burden of proof and the burden of going forward with the evidence in support of such charge(s). Both the teacher and the charging party may be represented by counsel.
4. Either party may call for the attendance of witnesses, and either party may call for the production of documents or the attendance of witnesses for the production of documents. The Board of Trustees shall do all that is within its power to ensure compliance.
5. Testimony at the hearing shall be on oath or affirmation. The proceedings at such hearing shall be transcribed by a certified court reporter, and the expense of such proceedings shall be borne by the Board of Trustees. A transcript of the proceedings, certified complete and correct, shall be provided the affected teacher, at Board expense, within ten (10) days after the conclusion of the hearing.
6. No action shall be taken resulting in the demotion or dismissal of a tenured teacher except by a majority vote of the members of the Board of Trustees. Any hearing held for the dismissal or demotion of a tenured teacher 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 affected teacher within five (5) days after the decision is rendered.

E. Appeal

1. Only the affected teacher may elect to appeal the decision of the Board of Trustees to an arbitrator selected in accordance with the rules of the American Arbitration Association. Appeal must be filed within thirty (30) days after receipt of the decision of the Board of Trustees.
2. Such arbitrator shall receive and review the transcript of proceedings before the Board of Trustees, and the arbitrator shall receive and review citations of error as may be submitted by the affected teacher. The arbitrator shall receive and review such citations of error and the transcript, hear such argument and such further evidence as may be appropriate or as the affected teacher may wish to introduce, shall consider such evidence and opionate upon the same, and issue a de novo decision, which decision may be the same or different

from that of the Board of Trustees. In no event shall the arbitrator be confined to the decision of the Board of Trustees but may elect to substitute a judgment for that of the Board of Trustees in the event that the Board's decision is inconsistent with the terms of this Article. Such decision by the arbitrator shall be final and binding on the Board of Trustees, the charging party, and the affected teachers. The costs of such arbitration shall be borne equally by the Board of Trustees and the affected teacher.

F. Suspension

A teacher may be suspended from duties by decision of the President in the event that charges have been filed or shall be filed within twenty-one (21) working days thereafter by a charging party. No suspension shall be valid unless charges are filed under the Tenure Procedure of the contract within twenty-one (21) working days thereafter. During such period of suspension, the affected teacher's salary and benefits shall not be diminished, nor shall such a teacher be denied an increase in salary and benefits in the event that such increase is appropriate under this contract.

Notwithstanding the above, a teacher may be suspended from duties for up to five (5) days in any College year for disciplinary reasons, without contractual and/or extra-contractual compensation, subject to review through the Grievance Procedure.

G. Abandonment of Duties

Severance of a teacher for abandonment of duties shall occur when a teacher fails to report for work for a period of ten (10) consecutive work days without notice, provided the College has sent a certified "next day mail" letter requesting return to work to the teacher's last address on file with the College, and provided the teacher has no reasonable explanation for failure to notify the College of the reason(s) for absence. Severance under this Article shall not be subject to review under the Tenure Provision of the contract but shall be subject to review through the Grievance Procedure.

VI. SENIORITY

- A. A District seniority date is the February 1, May 1, September 1 or December 1 date which, subtracted from the current, shall give the number of years of contractual service as an instructional employee of the Dearborn Board of Education and/or the Board of Trustees of Henry Ford Community College.
- B. A College seniority date is the February 1, May 1, September 1 or December 1 date which, subtracted from the current date, shall give the number of years of contractual service as an instructional employee at the College.
- C. Applicable seniority shall be basically College seniority as previously defined, except that District seniority acquired outside the College prior to the existence of the College Bargaining Unit (September 1, 1966) shall be counted as College seniority

at full value. District seniority acquired outside the College in another bargaining unit in the District subsequent to the advent of the College Bargaining Unit shall count for no value as College seniority for those teachers initially assigned to the College effective on or after September 1, 1976. Any other District seniority acquired outside the College subsequent to the advent of the College Bargaining Unit shall be counted as College seniority as 1/4 of full value for the period of 1966-75, inclusive.

After September 1, 1975, only full-time teachers in the Bargaining Unit and teacher-elected administrators at the College shall acquire and accumulate College seniority.

Seniority shall not be retained by any teacher who accepts permanent appointment to a non teacher-elected administrative position. Teachers accepting temporary administrative assignments of up to one (1) year in duration shall retain and accrue Bargaining Unit seniority.

District seniority acquired outside the College prior to the advent of the College Bargaining Unit (September 1, 1966) shall count for no value as College seniority for those teachers initially assigned to the College effective on or after April 1, 1979.

- D.** Time involved in Personal Leave or time in excess of five (5) years on Civic Leave shall not be counted as creditable service for seniority purposes, and the seniority date shall be advanced accordingly.

Adjustments in seniority dates shall be based on the period not creditable measured to the nearest quarter year, and the seniority date shall be advanced to the appropriate February 1, May 1, September 1 or December 1.

- E.** Time involved in all professional leaves shall be counted as creditable service for the purpose of seniority.
- F.** Any teacher who has resigned shall, in any instance of reemployment, be treated as a newly hired teacher with respect to both salary placement and seniority.
- G.** Teachers who begin professional service during the course of the College year shall receive the seniority date nearest the date of the commencement of their employment. Should the date of commencement of employment fall equidistant between seniority dates, the teacher shall receive the nearest previous seniority date.
- H.** When ranking instructional employees in seniority order, in accordance with Article VI.G., if two (2) or more instructional employees have the same seniority date, they shall be ranked by the last four (4) digits of their respective social security numbers, the employee with the higher number being given higher seniority rank. For example:

<u>Seniority</u>	<u>Date</u>	<u>Social Security Number</u>
Teacher #1	9-1-89	367-20-6500
Teacher #2	9-1-89	558-30-5999
Teacher #3	2-1-90	678-90-9234
Teacher #4	2-1-90	487-65-7233
Teacher #5	2-1-90	999-99-0999

I. When necessary instructional employee reduction is anticipated at the College, essential courses and/or program offerings shall be determined.

1. The qualifications of current instructional employees shall be reviewed. Possibilities for realignment of instructional employee utilization shall be explored for the purpose of allowing instructional employees with the greatest seniority who possess the necessary qualifications (e.g. Master's degree in subject area, graduate major, or vocational certification) to remain with the College.

An identification of instructional employees surplus to the College shall then be made. Those not qualified to teach the prospectively existing courses and/or programs shall, of necessity, be declared surplus. Those qualified to teach prospectively existing courses and/or programs shall be declared surplus in inverse seniority order.

2. Full-time teachers placed on a list of surplus teachers shall not be severed by the Board if the following conditions exist with relation to part-time employment within their area(s) of competency:

- a. there is sufficient part-time and/or extra-contractual time (day and/or evening) in their area(s) of competence to make up a full-time assignment;
- b. the full-time teachers so affected are willing to take those specific assignments as are available in the schedule;
- c. the division/department in question is able to provide the range of courses required by programs within that division/department.

The President of the Union shall be advised of the initiation of the above processes and shall be kept reasonably currently informed of the development of any prospective list of surplus teachers.

3. Those full-time teachers laid off by the Board as a result of necessary staff reductions, in accordance with Articles VI.I.1. and VI.I.2., shall be offered reemployment by the Board as full-time positions or the equivalent in part-time and/or extra-contractual time (day and/or evening) become available in

their area(s) of competency. The sequence of rehire of such teachers shall be according to College seniority.

The College shall make reasonable efforts to notify a laid off teacher of recall opportunities. Written notification shall be sent by certified mail to the teacher's last known address. Should the teacher fail to respond within five (5) weeks of date of notification and indicate willingness to return to full-time employment status, that teacher shall forfeit the right to be recalled to employment.

Should a teacher offered reemployment under this provision be under contractual commitment elsewhere at the time of the offer, the available position shall be reserved for the teacher for up to one (1) year. If a teacher wishes to have a position reserved under this provision, the teacher shall notify the College and the Union, in writing, within twenty (20) working days of receiving reemployment notification, of intent to return to the College upon expiration of the reserved period. If a position is reserved for a teacher under this provision, the next eligible teacher on the reemployment schedule, who so desires, shall be offered the reserved position, on a temporary basis, permitting no accrual of seniority, unless the teacher is retained for a period beyond that covered by the temporary appointment.

4. Those employed for a specified period of time for reasons such as the following:
 - a. to replace full-time teachers on absence or on leave,
 - b. to replace full-time teachers who die during a regular College semester,
 - c. to replace teachers who resign during a regular College semester,
 - d. to staff new programs and extensions of existing programs primarily funded from other than basic State aid and/or local millage levy and limited in funding and/or duration,
 - e. to replace full-time teachers who accept appointment to administer programs or program expansions of a fixed duration until and unless such administrative appointment is renewed on a continuing basis beyond the fixed duration of the program,

shall be subject to termination at the end of the period specified in their individual contracts without recourse to any of the provisions of Articles VI.I.1 or VI.I.2. The Union shall be advised of any individual contract of less than a year's duration. A current list of all individuals hired under this provision shall be provided the Union President within two (2) weeks of the beginning of each College year.

- J. The Administration shall prepare annually a seniority list of full-time teachers at HFCC and, upon request, provide a copy thereof to the Union.

VII. THE COLLEGE YEAR

- A. The College Year shall consist of two (2) semesters, each of which shall consist of no less than 74 and no more than 77 instructional days, exclusive of the final examination period and recognized holidays which fall within the weeks of instruction. (Recognized holidays shall be Labor Day, Thanksgiving, Christmas, New Year's Day, Martin Luther King Jr. Day, Memorial Day, and Independence Day.) For TAED teachers, Placement Officers, and Cooperative Education Specialists hired subsequent to August 21, 1994, the College year shall be that described in this paragraph.
- B. No alteration of the basic form of the College Year shall be undertaken during the term of this contract without consultation and agreement with the Union.
- C. All contracts issued to teachers shall be College month contracts. Any new contract for longer than this period may be assigned only to teachers whose duties are prescribed in the conditions of a particular State, Federal, or private grant, and only after prior good faith consultation with the Union.

All teacher contracts (exclusive of the contracts of TAED teachers, Placement Officers, and Cooperative Education Specialists hired prior to August 21, 1994) shall normally be for a period encompassed by the College Year.

TAED teachers, Placement Officers, and Cooperative Education Specialists hired prior to August 21, 1994 may choose a ten (10) month contractual assignment and compensation, in lieu of the twelve (12) month contract under which they were hired. Once made, this choice is irrevocable.

- D. A Spring seven and one-half (7.5) week session and a Summer seven and one-half (7.5) week session shall be scheduled in addition to the College Year, but any alteration in these calendars or their length shall be subject to consultation and agreement with the Union.

The final examination period shall normally be considered to be the last scheduled day of classes in a Spring or Summer Session.

VIII. THE COLLEGE WEEK

The normal College Week shall include, and be limited to, the days Monday through Friday.

IX. THE COLLEGE DAY

- A. The College Day shall include such scheduled class sessions as the individual work load may prescribe, regularly scheduled conference hours, the individual teacher's laboratory duties, and such additional time as may be necessary to fulfill committee

assignments and other necessary professional responsibilities, within the hours of 8:00 a.m. and 5:00 p.m. The Union agrees that teachers shall be expected to continue to offer some assistance voluntarily with College sponsored activities involving the student body or the public which require professional help beyond the efforts of those administrators and teachers directly and continuingly involved.

- B. In order to foster teacher participation in the shared governance structure of the College and to avoid potential conflicts of interest, full time teachers shall not accept employment for compensation from an employer, other than the College or the HFCC Federation of Teachers; receive fees for professional/technical services; or conduct business-related activity for monetary gain during the regular College Day (8:00 a.m. to 5:00 p.m.).

Exceptions to this Article shall be granted by the College President, after consultation with the Union, provided the teacher can demonstrate: (1) the activity does not interfere with the teacher's divisional and College governance structure responsibilities, and (2) there is no conflict of interest between the activity and the teacher's employment at the College.

- C. Beginning times of classes taught as part of the teacher's regular teaching assignment shall not be more than six (6) hours apart on any given day and the span of class time on any given day shall not exceed seven (7) consecutive hours, except that in the TAE Division this time limitation may be extended on no more than two (2) days a week, such days not to be consecutive, in the event that such an extension should be necessary to the effective conduct of the program.

Whenever scheduling difficulties cannot be resolved within the usual seven (7) hour limitation which may arise because of concurrent demands on facilities from the Technical and the TAED programs and/or calendars, these difficulties may necessitate an eight (8) hour span of time for some members of the Technical Division. In no case should more than fifty percent (50%) of any one (1) department be so affected in any one (1) semester, nor should any teacher be so affected in consecutive semesters. Such arrangements are best effected in a cooperative effort between teachers and Administration.

Any other exception to the above shall occur only by agreement between the Union and the Administration to which the President of the Union and the College President's Office are party.

II. WORK LOAD

- A. The full-time teaching load shall be considered to consist of fifteen (15) contact hours per week, with provision for minor variations to accommodate differing contact hours for particularized courses. However, twelve (12) contact hours per week shall be considered to be the work load for full-time teachers who teach three (3) or more composition classes (English 088, 091, 092, 093, 131, 132, 135, 139).

A General College contact hour is defined as a fifty to fifty-two (50 to 52) minute classroom session, depending on the number of minutes necessary to meet the State contact hour mandate, inclusive of laboratory periods, and an apprentice program contact hour is defined as a fifty-five (55) minute classroom session, inclusive of laboratory periods.

It is understood by the parties that the fifteen (15) contact hour full-time teaching load requires an equal number of hours per week in preparation and follow-up relative to classroom instruction.

It is agreed that in order to avoid any TAED class dropping below fourteen (14) sessions per semester, the administration may transpose "nights" of instruction.

- B.** The teaching load shall also include two (2) announced, posted and scheduled conference hours, during which teachers shall be regularly available to students, for each three (3) contact hours in the teachers' contractual assignments. Such conference hours shall be posted on each teacher's office door at the beginning of each semester or term.

With respect to a contractual assignment scheduled to begin at 8:10 a.m. or earlier, thirty minutes of a contractual conference hour may be scheduled immediately prior to the assignment; for a contractual assignment scheduled to end at 5 p.m. or later, thirty minutes of a contractual conference hour may be scheduled immediately following the assignment.

- C.** In addition to the 25 hours of scheduled class and office hours (15+10), and non-scheduled fifteen (15) hours of preparation and follow-up (15+10+15), College teachers shall be available for such official College Organization, committee, and divisional/ department meetings as may be scheduled.
- D.** The normal work load for counselors shall be thirty-five (35) hours per week. Thirty hours (30) shall be spent in student contact, e.g. individual and group counseling and student interaction through courses taught by counselors. Two-thirds (2/3) (rounded) of the preparation and follow-up time for contractual load courses taught by counselors shall be included in the calculation of thirty (30) student contact hours, and one-third (1/3) (rounded) shall be included in the five (5) hours of preparation and follow-up. Up to but no more than five (5) hours of the thirty (30) hours of student contact may be spent in outreach and liaison with area high schools, colleges, and corporate clients, exclusive of travel time. It is understood that in addition to the counselors' thirty (30) hours of student contact, five (5) non-scheduled hours of preparation and follow-up per week are required.

In addition to the thirty (30) hours of student contact and five (5) hours of preparation/follow-up (30+5), counselors shall be available for such official College Organization, committee, and divisional/departmental meetings as may be scheduled.

Counselors may volunteer to report for a period of five (5) consecutive work days (exclusive of Saturday, Sunday, and holidays) immediately prior to the beginning of a College semester and within the confines of the College Day (8:00 a.m. to 5:00 p.m.), in order to perform five (5) days of contractual work load responsibilities. A counselor who so volunteers shall be granted a compensatory period of five (5) consecutive work days during the semester at a time mutually agreed upon by the counselor and Administration. Should the Union and Administration concur that an insufficient number of counselors have volunteered to participate under this provision, counselors hired effective August 24, 1999, and thereafter may be required to work the periods of five (5) consecutive work days cited above. In any case where counselors hired effective August 24, 1999, and thereafter are required to work under this provision, such counselors shall have priority over volunteers in arranging with Administration a mutually agreeable compensatory period of five (5) consecutive work days. Should no counselors be required to work a period of five (5) consecutive days under this provision, throughout the duration of this contract, participation under this provision thereafter shall be voluntary for all counselors, regardless of date of hire.

- E. The normal work load for librarians and teachers, other than counselors, performing non-teaching responsibilities exclusively shall be thirty-five (35) hours per week.

In addition to their thirty-five (35) hour work load, librarians and teachers, other than counselors, performing non-teaching responsibilities exclusively shall be available for such official College Organization, committee, and divisional/departmental meetings as may be scheduled.

- F. The Cooperative Education Specialist work load shall have as its goal one-hundred (100) off-campus job placements during a semester and fifty (50) during a 7.5 week Spring or Summer session. Cooperative Education Specialists having less than one hundred (100) or fifty (50) placements may be assigned classroom responsibilities as a portion of their work load by the President or designee, subject to department/division approval of the individual's teaching credentials.

- G. A tenured teacher may be given administrative approval for a reduced work load, not less than one-half (.5) of the normal load, for a proportionately reduced salary, including longevity and pension supplement. Such approval may be granted by the College President under any one of the following conditions:

1. The teacher has reached age sixty (60) or shall reach that age during the College year in which the reduced load is to take effect,
2. The teacher's condition of health makes a reduced load advisable,
3. The teacher wishes to pursue graduate study which is pertinent to the subject matter and/or duties within the province of the teacher's department/division,

4. The teacher wishes to elect reduced load in lieu of Leave for Care of Ill Members of the Immediate Family,
5. The teacher wishes to elect reduced load in lieu of Child Care Leave,
6. The teacher wishes to elect reduced load for reasons other than those cited above.

No teacher shall engage in any other gainful employment of any kind while teaching a reduced load under this provision. Administration may terminate any privilege granted to a teacher under this section at the end of any semester or year.

For purposes of determining years of service in computing severance pay, time spent teaching a reduced load under this provision shall be counted as if the teacher had taught a full load.

- H. All arrangements for substitutes for contractual or extra-contractual teaching shall be conducted through the Division Director or Department Chairperson and shall have the approval of the appropriate Vice President/Dean.
- I. A Course Scheduling Audit Committee, consisting of equal representation from the Union and Administration, shall be established to review annually department/division practices in the scheduling of courses, with the purpose of formulating recommendations to the College President designed to increase student enrollment, minimize the number of under-enrolled course sections, and maximize the efficient use of the human and physical resources of the Academic, Career, and Student Services areas of the College.

XI. CLASS LOAD

- A. The number of students assigned to classes shall be limited by existing practice. Special consideration shall be given to the problems of introducing new courses or sustaining advanced courses essential to the integrity of particular programs and/or departments, and to commitments made to students enrolled in sequential programs.
- B. When facilities permit, up to three (3) additional students may be added to course sections which have attained maximum class size, provided that the total number of students for all of the teacher's assigned contractual sections does not exceed the combined established maximum number of students for those sections. Nursing and Health Careers' clinical sections are exempt from this provision.

XII. DISTANCE EDUCATION

A. Definition

Distance Education shall refer to any instruction transmitted and/or delivered to a student(s) at a remote site by means such as, but not limited to, electronic

communication, telecommunication, compressed video, computer, satellite, video/audio tape or CD, on-line technology, printed materials, or any combination thereof. It shall also refer to any instruction delivered from a remote site to the College by such means.

B. Course/Program Integrity

1. Distance Education delivered by the College, delivered under its auspices, or received by the College shall be subject to initial approval, review, and reapproval of the division(s)/department(s) traditionally responsible for instruction of the subject matter and/or content of the Distance Education offering.
2. The Board agrees that Distance Education shall not be offered or received by the College so as to cause the layoff of Bargaining Unit members or preclude the hiring of replacements in vacated Bargaining Unit positions.
3. A teacher shall not be required to teach a course by means of Distance Education.
4. Teachers desiring to teach a Distance Education course shall be afforded the opportunity based upon the course assignment policies of the teacher's division/department and relevant provisions of the collective bargaining agreement, provided that the teacher demonstrates to the division/department satisfactory proficiency in the delivery system(s).
5. The College shall, throughout the development and delivery of a Distance Education course, provide the institutional and technological support services, support systems, support personnel, and teacher training in the relevant technology(ies), as determined necessary by the teacher, the division/department offering the course, and the College Administration.
6. A teacher who develops a Distance Education course shall have priority in teaching that course for a period of three (3) years immediately subsequent to its development, up to the limits of the teacher's contractual teaching load and the contractual limits relative to extra-contractual teaching.
7. The College agrees not to rebroadcast any Distance Education course or instructional material, which may have been developed with that capacity, three (3) years subsequent to the completion of its development, without written approval of the teacher(s) who developed the course/material.
8. Evaluation of instruction in a Distance Education course shall be in accordance with instructional evaluation provisions agreed to by the Union and College.

C. Compensation

1. A teacher preparing a Distance Education course shall be afforded up to four (4) contact hours of contractual released time or up to four (4) contact hours of extra-contractual assignment, at the teacher's option, during the College year immediately preceding the semester during which the Distance Education course is to be initially offered.
2. The number of weekly teacher-student contact hours of any Distance Education course shall be used to determine its portion of a teacher's contractual teaching load or in calculating extra-contractual compensation, provided the number of weekly teacher-student contact hours for the Distance Education course does not vary from that of the course as taught in a traditional delivery mode.

Should the number of weekly teacher-student contact hours of a Distance Education course vary from that of the course taught in a traditional delivery mode, the portion of a teacher's contractual teaching load that such a Distance Education course constitutes and/or the extra-contractual compensation for such a course shall be subject to negotiation and agreement with the Union, prior to the offering of the course.

3. The weekly contact hours used to determine a teacher's contractual assignment or extra-contractual compensation for a course, not currently or previously taught at the College in a traditional delivery mode, shall be subject to negotiation and agreement with the Union, prior to the offering of the Distance Education course.
4. The College shall assume, if preapproved, the charges associated with correspondence, telephone, e-mail, or other forms of communication between teacher and student(s) which may be incurred in the conduct of Distance Education, whether incurred at a campus or off-campus location.
5. The compensation afforded a teacher whose Distance Education course is rebroadcast shall be subject to negotiation and agreement with the Union, prior to the rebroadcast of the Distance Education course.

D. Class Size

1. The class size for any Distance Education course which is offered at the College in a Distance Education delivery mode shall be that class size established for the course as taught at the College in a traditional delivery mode.
2. The class size for a Distance Education course not currently or previously taught at the College in a traditional delivery mode shall be subject to negotiation and agreement with the Union, prior to the offering of the Distance Education course.

XIII. INTELLECTUAL PROPERTY

- A.** A course offered by the College and the materials developed to meet the requirements for College approval of a course (course description, goals, objectives, syllabus) are considered the property of the College.

It is understood that an individual teacher's lesson plans and materials generated in support of those lesson plans (such as, but not limited to, a teacher's notes, handouts, audio-visual and computerized presentations, and tests) are the property of the teacher. Teachers are encouraged to share such materials in a collegial fashion, but are not obligated to do so.

- B.** Any materials developed to teach, support, and/or deliver Distance Education instruction by a teacher shall remain the property of the teacher, provided the teacher does not receive, in the development of the materials, substantive assistance from College technical support personnel in the course of their employment at the College. If such assistance is provided by College technical support personnel in the course of their employment at the College, the teacher and the College, or their designees, shall negotiate a mutually satisfactory agreement addressing ownership of such materials and any proceeds which may derive therefrom.

- C.** Any product of a physical, intellectual, and/or artistic nature, which may be produced in the course of a teacher's employment at the College, and any proceeds deriving therefrom, shall remain the property of the teacher, unless the product is produced at the direction of the College and the College dedicates funding to underwrite the development of the product. In such event, the teacher and the College, or their designees, shall negotiate a mutually satisfactory agreement addressing the ownership of the product and proceeds therefrom.

It is understood that any materials produced in coursework undertaken by a teacher, works of a scholarly nature produced by a teacher, and materials generated by a teacher in support of the teacher's lesson plans are the property of the teacher, regardless of the degree of support provided by the College.

XIV. TEACHING FACILITIES

- A.** The Administration shall make every effort to provide each teacher ample office space and the equipment necessary, such as a desk, swivel chair, visitor's chair, file cabinet, bookcases, telephone, and computer for effective instructional preparation and function. The objective shall be a one-teacher office for each full-time teacher and opportunity for private conferences with students by part-time teachers.
- B.** The Board shall continue to provide a comfortable Faculty Lounge with facilities for eating, relaxing, and professional conferences and meetings.
- C.** The Board shall continue to provide at no charge a year-around parking place for each teacher.

- D. Significant alterations affecting working conditions in any existing facilities shall be made only after prior consultation with the Union, with a good faith intent to reach agreement.
- E. Any teacher assigned, as part of the teacher's regular load, to teach classes on two (2) or more campuses in a single day or on one (1) campus and at another location off-campus, shall be compensated for round-trip travel between said campuses or campus and location at a rate of 31 cents/mile or the Internal Revenue Service (IRS) allowable rate as of the preceding June 1st, whichever is greater. Mileage is to be determined by maps or mileage charts or, if such should not provide the necessary mileage, by actual odometer reading.

XV. PROFESSIONAL IMPROVEMENT

A. Travel and Conference Fund

The Board shall establish and maintain a travel and conference fund for full-time teachers in its operating budget equivalent to 0.0052 of the 1999-2000 budgeted payroll for full-time teachers, said funds to be allocated and administered according to procedures already established at the College. The purpose of the provision of such funds is to allow the opportunity for attendance at conferences which shall serve to enhance the professional competencies of the teacher and/or the quality of instruction to College students. The College President shall bear the responsibility to assure that the intent and the prospective product of the conference to which the attendance is requested appears to serve these purposes. Effective with the 2000-2001 contractual year, 0.0064 of the current budgeted payroll for full-time teachers shall be allocated for this provision; effective with the 2001-2002 contractual year and thereafter, 0.0076 of the current budgeted payroll for full-time teachers shall be allocated for this provision.

When the travel or conference is initiated by administrative request for the purpose of serving administratively determined ends, the provision of funds for such travel shall not deprive other full-time teachers of the travel-conference group of the opportunity to participate in conferences of their own choosing.

With administrative approval, additional funds may be made available for invitational participation in programs which reflect credit upon both individual teachers and the College.

B. Professional Conference Days

A full-time teacher shall be allowed up to four conference days for approved professional activity per contractual year. To qualify as conference days under this Article, prior approval by the Division Director is required. Unused conference days may not be carried forward to future years.

C. Tuition Reimbursement

The Board shall appropriate a sum equal to 0.002 of the current budgeted payroll of full-time teachers to be used for course work which meets one of the following conditions:

1. Course work or a program of study taken at an accredited institution of higher education which is judged by the teacher's department/division to be pertinent to the subject matter and/or duties within the province of that department/division,
2. Course work or a program of study taken by a teacher in a department/division whose enrollment history or projections are such that there is a prospect of a declaration of a surplus teacher(s) within a three-year period as agreed upon by the Union and administration. The course work or program of study pursued by such a teacher shall be eligible for reimbursement provided it is taken at an accredited institution of higher education and serves to provide the teacher with an additional area(s) of competence for application under the provisions of Article VI.I.2. and provided there exists the equivalent of at least two (2) full-time positions in part-time and/or extra-contractual time (day and/or evening) within the area(s) of competence being pursued by the teacher.
3. Course work or a program of study taken by a teacher for the purpose of curriculum development which results in (1) the development and successful offering of a new course(s) or (2) extensive revision of an existing course, within the teacher's department/division. Reimbursement from the tuition fund shall be made in accordance with this provision following the successful offering of the new or revised course(s).

Each teacher shall be eligible for grants from the tuition fund after successful completion of course work. At the end of the contractual year, tuition fund monies shall be distributed in equal allotments until each recipient's tuition and fees are fully paid or until the tuition fund is exhausted.

In order to receive reimbursement under this provision, the teacher must submit a transcript and paid receipt to the College Business Office on or before August 15 of the contractual year. Reimbursement shall be made within forty-five (45) days of the filing deadline.

D. Professional Improvement Fund

The Board shall appropriate in its operating budget 0.0025 of the 1999-00 budgeted payroll for full-time teachers for a professional improvement fund to be used to pay for the following professional expenses of full-time teachers: membership dues in professional organizations pertaining to the teacher's employment responsibilities; purchase of books, periodicals, computer software, computer hardware, and programmable alpha-numeric or graphing calculators pertaining to a teacher's

employment responsibilities; continuing education unit (CEU) fees; and expenses for professional travel and conferences to supplement those funds provided by the contract's travel-conference fund. Effective with the 2000-2001 contractual year, 0.0038 of the current budgeted payroll for full-time teachers shall be allocated for this provision; effective with the 2001-2002 contractual year, 0.0051 of the current budgeted payroll for full-time teachers shall be allocated for this provision.

A teacher shall be eligible for grants from this fund in amounts of up to \$750 per year. Grants shall be allocated to teachers according to College seniority on a rotating basis. The 1985-86 College seniority list shall be used to establish an initial Eligibility List for grants from this fund during the 1985-86 contractual year. This Eligibility List shall be revised annually by the Union on the basis of the following conditions. Teachers receiving grants of whatever sum in a particular year shall rotate to the bottom of the Eligibility List in such a manner as to maintain among themselves their relative rank. This rotation shall take effect on November 1 of each contractual year. Newly hired teachers shall be added to the bottom of the Eligibility List as of the date of hire.

In order to receive reimbursement under this provision, a teacher must submit all applicable paid receipts to the College Business Office on or before August 15 of the contractual year. Reimbursement shall be made within forty-five (45) days of the filing deadline.

Any monies remaining in a particular year's Tuition Fund, as of that year's initial reimbursement deadline, shall be made available for application under the Professional Improvement Fund. Should any Travel and Conference funds remain unexpended in a particular year, that amount shall be credited for application under the Professional Improvement Fund.

Should Professional Improvement Fund monies remain unexpended, or should the Union and Administration project unexpended monies, in any particular year, the Union shall have the right to allocate such monies for other College professional development activities, after consultation with the Administration.

E. HFCC Tuition

The practice of providing HFCC tuition waivers to full-time teachers, their spouses, and dependent children for credit courses shall continue. Tuition waivers shall not be provided for continuing education unit (CEU) and other non-credit courses offered through the College's Center for Lifelong Learning (CL2) or for courses offered as part of the European Studies Program.

XVI. PERFORMANCE EVALUATION

A. Faculty Evaluation

1. A Student Evaluation of Faculty form shall be distributed to all students in each class, laboratory, and clinical assignment, during one of the final sessions of the Fall and Winter semesters. A Student Evaluation of Faculty form shall be distributed to all students interacting with non-teaching faculty during a continuous thirty (30) day period in both the Fall and Winter semesters.
 - a. Student Evaluation of Faculty forms shall include College-wide questions on teacher performance and may include optional department/division generated questions. The College-wide portion of the form shall be developed by the Union's Performance Review Committee.
 - b. Student Evaluation of Faculty forms shall be printed, distributed, collected, and tabulated by the Federation, at Federation expense, and reviewed by a department/division Peer Mentor Standing Committee, consisting of teachers selected by members of the department/division. The Peer Mentor Committee may also assume the responsibilities of the Probationary Teacher Mentor Committee, at the option of the department/division. Upon request of the College Administration, members of a department/division Peer Mentor Committee may assume responsibility for annual evaluation of part-time faculty on a non-teaching, extra-contractual compensation basis.
 - c. The Student Evaluation of Faculty forms shall be coded by the Union so as to provide anonymity to the teacher.
 - d. The department/division Peer Mentor Committee shall review the Student Evaluation forms and identify those which merit possible peer intervention, and return them to the Union. Only when a Peer Mentor Committee has determined, over the course of two consecutive semesters, that the completed forms of a particular teacher merit possible intervention shall the Committee be informed of the identity of the teacher in question.
 - e. The Federation shall provide each teacher with a tabulation of the results of the teacher's Student Evaluation of Faculty forms, copies of student comments appearing on the forms, and concerns that may be noted by the Peer Mentor Committee.
 - f. Should a department/division fail to establish a Peer Mentor Committee or should the committee fail to function in accordance with this Article, as determined by the Federation and College

Administration, the College Administration shall annually observe and evaluate the performance of teachers in that department/division.

2. A Faculty Self-evaluation form shall be completed annually by each teacher.
 - a. The Faculty Self-evaluation form shall be developed by the Union's Performance Review Committee and contain questions paralleling in content those of the Student Evaluation of Faculty form, so as to permit a comparative assessment of student and teacher perceptions of performance.
 - b. The Faculty Self-evaluation form shall also provide a listing of (1) service to the College, (2) activities promoting professional growth, and (3) service to the community.
 - c. The department/division Peer Mentor Committee shall review Faculty Self-evaluation forms and identify those which merit possible peer intervention, and return them to the Union.
 - d. The Federation shall return to each teacher that teacher's Faculty Self-evaluation form with concerns as may be noted by the Peer Mentor Committee.

B. Peer Mentor Intervention

1. Peer Mentor intervention shall be undertaken by a department/division Peer Mentor Committee based upon performance concerns arising from (1) Student Evaluation of Faculty forms, (2) Faculty Self-evaluation forms, (3) concerns regarding student attrition rates as assessed by the Peer Mentor Committee, (4) concerns forwarded to the Peer Mentor Committee regarding student performance in subsequent courses by department/division colleagues, and (5) other concerns which may be forwarded to the Peer Mentor Committee by the College Administration and found by the Committee to have merit. Peer Mentor Committee intervention shall take place only after consultation with teacher; review, when possible, of the academic standing of respondents to the Student Evaluation of Faculty forms; and Committee observation of the teacher's performance.
2. Peer Intervention Process
 - a. Peer intervention based upon Student Evaluation of Teacher forms shall be considered only after a Peer Mentor Committee has noted performance concerns for two consecutive semesters.
 - b. Intervention strategies to improve teacher performance shall be developed by the Peer Mentor Committee, with the participation of the teacher, and shall include observations of performance by the Peer Mentor Committee.

- c. The Peer Mentor Committee shall develop methods of evaluating the success of intervention strategies.
- d. Should a teacher contend that the intervention of the Peer Mentor Committee is unwarranted or that its proposed strategies for improved performance are inappropriate, the teacher may appeal such matters to the teacher's department/division.
- e. Should a teacher refuse to participate in the Peer Mentor Committee's Intervention Program following an unsuccessful appeal to the teacher's department/division, the teacher's name shall be forwarded to the College Administration, with a recommendation that the Administration observe and evaluate the teacher's performance.
- f. Should the Peer Mentor Committee determine the teacher's performance remains unsatisfactory following the teacher's participation in the Intervention Program, the teacher's name shall be forwarded to the College Administration, with a recommendation that the Administration observe and evaluate the teacher's performance. The Peer Mentor Committee's determination of unsatisfactory performance may be appealed to the teacher's department/division.
- g. A member of a Peer Mentor Committee shall not participate in the review of that member's own evaluation forms once the identity of the teacher is made known to the Committee. A teacher shall not serve on a Peer Mentor Committee while the subject of Peer Mentor intervention.

C. Peer Mentor Confidentiality

- 1. Completed Student Evaluation of Faculty forms and summaries of data therefrom shall be the sole property of the Union. The Union shall share Student Evaluation of Faculty forms with the Administration upon written request, with the understanding that such evaluations and summaries shall not be made public by the Administration except as may occur within the confines of due process proceedings.
- 2. The findings of Peer Mentor Committees shall be the sole property of the Union, shall remain confidential, and shall be shared with the Administration only following written permission of the teacher.
- 3. It is understood that a teacher whose name has been submitted to the College Administration for administrative monitoring and evaluation retains rights to due process under the tenure provisions of the contract.

4. Members of Peer Mentor Committees may participate in evaluation of a teacher's performance undertaken by the College Administration only following written permission of the teacher.
5. Members of Peer Mentor Committees may participate in due process proceedings only following written permission of the teacher.
6. The Administration shall not cite a Peer Mentor Committee's referral of a teacher to its attention in any stage of a teacher's due process proceedings.

XVII. GRIEVANCE PROCEDURE

A. Definition of Grievance

The term "Grievance" shall be interpreted to mean a complaint by a teacher or by the Union in its own behalf that (1) there has been a violation, misinterpretation or misapplication of any provision of this Agreement, or (2) there has been a violation, misinterpretation or misapplication of written policies or procedures affecting the conditions of employment of teachers in effect from time to time. Whenever the term "teacher" is used it may be interpreted as a plural.

B. Statement of Basic Principles

1. Every teacher or group of teachers shall have the right to present grievances in accordance with these procedures.
2. All discussions shall be kept confidential during procedural stages of the resolution of a grievance.
3. A teacher who participates in these grievance procedures shall not be subject to discipline or reprisal because of such participation.
4. Administrators have the responsibility to consider and take action promptly, within authority delegated to them, on grievances presented to them.
5. The failure of an administrator at any level to communicate a decision to the teacher or Union within the proper time limits permits the teacher to proceed to the next stage, within the limits provided, had the decision been rendered on time.
6. The failure of a teacher or the Union to appeal a decision to the next higher stage within the proper time limits shall constitute a withdrawal and shall bar further action on that teacher's grievance.

7. The teacher or group of teachers has a right to be present and to be represented, at the teacher's option. If the teacher(s) elects to be represented, the representative shall not be a representative of any teacher organization other than the Union.
8. When the grievance originates at an administrative level higher than Coordinator, Division Director, or Department Chairperson, the teacher or the Union shall start the grievance at the appropriate written stage of the grievance procedure as designated herein.
9. In any instance where the Union is not represented in the grievance procedure, the administrator making the decision shall notify the Union, in writing, of the resolution of the grievance at each level. The Union may grieve any decision which would seem either to violate any term of the contract or to affect working conditions of the teachers in the Bargaining Unit.
10. Hearings and conferences held under this procedure shall be conducted at a time and place which shall afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. When such hearings and conferences are during College hours, all teachers whose presence is required shall be excused, with pay, for that purpose.

C. Individual Grievance Procedure

1. Preliminary Stage

In the interest of maintaining harmonious relations, the aggrieved teacher is encouraged to have an oral conference with the Coordinator, Division Director, Department Chairperson or appropriate administrator upon discovery of the grievance and prior to initiating formal written grievance procedures.

2. Formal Stages

First Written Stage, College Administration

- a. Any grievance shall be forwarded in writing to the respective Vice President/Dean within whose jurisdiction the grievance occurred within twenty-three (23) working days of the discovery of the grievance.
- b. The Vice President/Dean shall return copies of the grievance to the teacher and the Union with the Vice President/Dean's decision in writing within ten (10) working days of the receipt of the grievance.

Second Written Stage, College Administration

- a. If the teacher or the Union is dissatisfied with the decision at the first stage, the teacher or the Union may refer the matter directly to the President by submitting a copy of the grievance and the decision returned to the teacher or the Union by the Vice President/Dean within ten (10) working days of its receipt.
- b. The President or designee shall inform in writing the aggrieved teacher, the Union, and the Vice President/Dean involved of the President's decision within ten (10) working days of the receipt of the grievance. The aggrieved teacher or the Union shall have the right to a conference with the President or designee within this time limit.

Third Written Stage, Board of Trustees

- a. If the teacher or the Union is dissatisfied with the decision of the President or designee the teacher or the Union may refer the matter to the Board of Trustees within ten (10) working days after receipt of the decision of the President or designee by submitting a copy of the grievance and all previous decisions to the Chairperson of the Board of Trustees.
- b. Within thirty (30) days of the receipt of the grievance, the Board shall meet to consider it. The aggrieved teacher or Union shall have the right to be heard. The decision of the Board shall be communicated in writing to the teacher and the Union within five (5) working days of the formal action.

Final Stage, Arbitration

- a. If the Union is dissatisfied with the decision of the Board, the Union may refer the matter to arbitration by delivering written notice of its desire to arbitrate to the Chairperson of the Board within ten (10) working days after the Union's receipt of the decision of the Board. The arbitrator shall be selected, and the arbitration shall be conducted, under the rules of the American Arbitration Association. The fees and expenses of the arbitrator shall be shared equally by the Board and the Union.

- b. **Binding Arbitration**

Any grievance falling under Article XVII.A.(1) of this Agreement (that is, any grievance which complains of a violation, misinterpretation, or misapplication of any provision of this Agreement) shall be subject to final and binding arbitration. The

arbitrator shall confine the opinion to the sole question of whether or not there has been a violation, misinterpretation or misapplication of any provision of this Agreement. The arbitrator shall give no opinion with respect to any matter left by this Agreement or by law to the discretion of the Board or Administration. The arbitrator's award shall be final and binding upon its delivery to both of the parties.

c. **Advisory Arbitration**

Any grievance, other than a grievance under Article XVII.A.(1), shall be subject to advisory arbitration. The arbitrator shall confine the opinion to the sole question of whether there has been a deviation from or misinterpretation or misapplication of written policies or procedures affecting the conditions of employment of teacher in effect from time to time. The arbitrator shall give no opinion with respect to any matter left by this Agreement or by law to the discretion of the Board or Administration.

The arbitrator's award shall become final and binding on the fifteenth (15th) day following its delivery to both of the parties, unless prior to such fifteenth (15th) day either party gives written notice to the other party of its desire that the award not be final and binding. If such written notice is timely given, the award shall not become final and binding but shall be advisory.

- d. The arbitration clause of this grievance procedure shall not be used to resolve impasses in the negotiation of a successor collective bargaining agreement.

3. Time For Implementation

Any agreement reached through the grievance procedure must be implemented as soon as conditions and circumstances make possible. When conditions and circumstances permit, such a decision shall be implemented within thirty (30) calendar days.

D. Matters Not Subject to Binding Arbitration

Notwithstanding any of the foregoing provisions, the parties expressly agree as follows:

1. The denial of tenure shall not be subject to review through the Grievance Procedure. Action brought against a teacher under V.D., E., F. (paragraph 1) of the tenure provision of this contract shall not be subject to review through the Grievance Procedure but shall be handled in accordance with Article V.D., E., F.

2. Any grievance arising out of the College Organization Handbook, the Staff Handbook of Administrative Regulation, the Board Policy Book, or the Constitution for the College Organization of Henry Ford Community College shall not be subject to final and binding arbitration, but shall remain subject to advisory arbitration.

XVIII. EXTENDED LEAVES OF ABSENCE

Requests for leaves of absence not specified as Professional or Personal Leaves and not provided for under policy shall not be granted except when circumstances arise which the Board of Trustees, on recommendation of the President, believes warrant granting of a Personal Leave for confidential reasons or reasons not specified in the remainder of this section of the contract. Except as specifically provided in this Article, no payments of any kind shall be made to or for a teacher on any extended leave of absence.

A. Professional Leaves

1. General Provisions

- a. A teacher returning from a Professional Leave shall have the right to return to the division or department which the teacher left. In the event of the elimination of the position during the interim, College seniority shall be the determining factor in filling assignments for which the teacher is qualified.
- b. Upon return from Professional Leave a teacher shall receive any regularly scheduled salary increases granted, including increments, and shall also be subject to any general salary adjustment which may be effected.
- c. A request for an extension of a leave of absence must be made in writing and submitted at least sixty (60) days before the end of the semester in which the leave is to terminate. Failure to request an extension shall constitute termination of leave. Failure to return to employment upon termination of leave shall constitute termination of employment.
- d. Benefits or rights accumulated by a teacher prior to the effective date of the leave of absence shall be carried forward and credited to the teacher upon return.
- e. Teachers who have been on a Professional Leave shall not be eligible for another Professional Leave for a three (3) year period after their return.

- f. Applications for Professional Leave shall be filed in the President's office not later than February 1st or October 1st preceding the semester that the leave shall become effective.
- g. Professional Leaves shall be limited to:
 - (1) Advanced Study and Work Experience Leaves,
 - (2) Sabbatical Leave,
 - (3) Leave for Exchange Teaching and/or Assignment,
 - (4) Leave for Foreign Country or Military School Teaching and/or Assignment,
 - (5) Leave for a Graduate Fellowship Program.

2. Advanced Study and Work Experience Leaves

Any tenured teacher at the College may be granted a leave of absence without pay for advanced study for a period not to exceed one (1) year, upon recommendation of the President. Any extension of such leave shall be made only by special action of the Board upon recommendation of the President.

Any tenured teacher at the College may, upon recommendation of the President, be granted a leave of absence without pay for work outside the College, the experience of which shall enhance the teacher's capacity to instruct in the field of current assignment. The leave shall be for a period not to exceed one (1) year.

The Work Experience Leave would also apply in any instance of acceptance of a one-year appointment as an administrator at the College, subject to all the provisions and/or limits involved above.

The granting of such a leave shall be dependent on prior written assurance that the teacher shall return to teacher duties at the College for at least one (1) year.

Not more than one percent (.01) of the teachers at the College shall be granted such leave in any one year.

3. Sabbatical Leave

- a. Sabbatical Leave shall be interpreted as leave from duty granted to any tenured teacher after seven (7) years of active service for the purpose of improving instruction. Sabbatical Leave may be granted for one (1) year or for one (1) semester as may be recommended by the President and approved by the Board.

- b. Leave granted for professional study, work on publications, travel, or travel combined with study, or any other reason which, in the opinion of the President, shall improve instruction at the College or shall improve the efficiency of the teacher shall be considered consistent with the purposes of Sabbatical Leave.
- c. Not more than two percent (.02) of the teachers at the College shall be granted Sabbatical Leave in any one (1) year.

Should the number of available Sabbatical Leaves in a particular year not be exhausted as a result of the approved requests which have met the February 1 deadline, requests for the remaining Sabbatical Leaves shall be accepted up to October 1.

- d. Remuneration to teachers granted Sabbatical Leave shall be at the rate of one-half (.5) the salary for two (2) semesters or full salary for one (1) semester to be received at the time the leave begins, and such remuneration not to extend beyond two (2) semesters. It is understood that this provision is subject to the letter of agreement regarding transfer of five percent (.05) of extra-contractual monies. The Board shall continue to pay such insurance premiums for a teacher on Sabbatical Leave as may be in effect for teachers not on such leave.
- e. All applications for Sabbatical Leave shall be submitted to the Vice President for College Relations no later than February 1 of the year preceding the contractual year in which the leave is to take effect. A Sabbatical Review Committee, consisting of three administrators appointed by the College President and three teachers appointed by the Union, shall consider the applications. It is understood that a tie vote in Sabbatical Review Committee deliberations shall be considered a neutral vote and shall be forwarded to the President for further consideration.
- f. In determining recommendations on requests for Sabbatical Leaves, the Sabbatical Review Committee and the College President shall base their recommendations that a sabbatical be approved or disapproved solely on the following criteria:
 - (1) The extent of the applicant's professional study, growth, contribution, and successful service during the preceding seven years,
 - (2) The extent to which plans submitted for use of time while on leave are definite and educationally constructive,
 - (3) The length of uninterrupted service at the College,

- (4) Reasonable and equitable distribution of applicants among the divisions and departments of the College.

Course work and dissertation research in a doctoral program relevant to a teacher's employment responsibilities which have been approved by a regionally accredited university shall be considered consistent with the purposes of Sabbatical Leave by the Sabbatical Review Committee and the College President.

- g. A teacher granted Sabbatical Leave shall not engage in remunerative work while on leave without the approval of the President. Scholarships and fellowships in approved colleges and universities or grants which do not interfere with the program of professional improvement are excepted.
- h. Upon returning from Sabbatical Leave, a teacher shall provide the President with a written report detailing what was accomplished.
- i. A teacher who does not return to the College for a period of at least two (2) years after completing Sabbatical Leave shall reimburse the Board for all monies received from it during such leave.

4. Leave for Exchange Teaching and/or Assignment

- a. A tenured teacher may be granted a one-year Leave for Exchange Teaching and/or Assignment.
- b. Any request for such leave shall be judged by the President upon its merits, namely what benefits can be derived from such an assignment.
- c. Not more than one percent (.01) of the teachers at the College shall be granted such leave in any one (1) year.
- d. The plans as formulated by the Office of the United States Commissioner of Education, in which each exchange teacher remains under the control of the home district in matters of pay, tenure, and other related considerations, shall be in full effect.
- e. Opportunities for Exchange Teaching and/or Assignment positions shall be advertised.

5. Leave for Foreign Country or Military School Teaching and/or Assignment

- a. A tenured teacher may be granted Leave for Foreign Country or Military School Teaching and/or Assignment for a period of one (1) year upon recommendation of the President. Such leave is subject to renewal by the Board for one (1) additional year.

- b. Any request for such leave shall be judged by the President upon its merits, namely what benefits can be derived from such an assignment.
- c. Not more than one percent (.01) of teachers at the College shall be granted such leave in any one (1) year.

6. Leave for a Graduate Fellowship Program

- a. A Graduate Fellowship Leave may be granted a tenured teacher for a period of three (3) years or any part thereof for successful completion of a graduate program in pursuance of a master's degree or a doctor's degree upon the recommendation of the President and approval of the Board.
- b. Such conditions as apply to Sabbatical Leave shall apply to this leave, except that this leave may be extended by three (3) years or a part thereof.

B. Personal Leaves

1. General Provisions

- a. A teacher returning from Personal Leave shall have the right to return to the division or department which the teacher left. In the event of the elimination of the position during the interim, College seniority shall be the determining factor in filling assignments for which the teacher is qualified.
- b. Upon return from a Personal Leave, a teacher shall receive any regularly scheduled salary increase granted, excluding increments (except in the case of Military and Peace Corps Leaves for which service increments shall be awarded), and shall be subject to any general salary adjustments which may be effected.
- c. Benefits or rights accumulated by a teacher prior to the effective date of the leave of absence shall be carried forward and credited to the teacher upon return.
- d. Personal Leaves shall be limited to:
 - (1) Extended Health Leave Due to Physical or Mental Causes,
 - (2) Leave to Care for Ill Members of Immediate Family,
 - (3) Child Care Leave,
 - (4) Involuntary Leave,
 - (5) Military and Peace Corps Leaves,
 - (6) Leave for Public Service,
 - (7) Leave for National, State, or Local Union Duty.

2. Extended Health Leave Due to Physical or Mental Causes

- a. Extended Health Leave Due to Physical or Mental Causes not falling within Sick Leave Policy may be granted to a tenured teacher upon request by the teacher, recommendation by the President, and approval by the Board. Such request shall be in writing and shall be accompanied by a written diagnosis from the attending physician. Such extended Health Leave may be considered for renewal annually.
- b. A request for an extension of leave or notice of intention to return must be made in writing and submitted at least sixty (60) days before the end of the semester in which the leave is to terminate. Failure to return after termination date of the leave shall constitute termination of employment, subject to the tenure provisions of the contract. Notice of intention to return must be accompanied by a physician's statement attesting the teacher's fitness.

3. Leave for Care of Ill Members of Immediate Family

- a. Leave may be granted to a tenured teacher to care for ill members of the immediate family upon request by the teacher, recommendation by the President, and approval by the Board. Sufficient proof must be submitted to the President that leave or extended leave is necessary before the request shall be granted.
- b. The immediate family shall be construed to include husband, wife, children, father, mother, brother, sister, grandparents, aunt, uncle, close relative-in-law, or close associate.
- c. A request for an extension of leave or notice of intention to return must be made in writing and submitted at least sixty (60) days before the end of the semester in which the leave is to terminate. Failure to return after termination date of the leave shall constitute termination of employment, subject to the tenure provisions of the contract.

4. Child Care Leave

- a. A tenured teacher who becomes legally responsible for a child, gives birth to a child, adopts a child, or acquires a child by marriage is eligible for Child Care Leave.
- b. Request for a Child Care Leave shall be submitted in writing to the President's Office sixty (60) days prior to the date on which the leave is to begin, unless circumstances clearly preclude opportunity for such notice.
- c. Upon initial request for Child Care Leave, the teacher shall designate the duration of the leave, which may be for a part of a semester, an

entire semester, or a year. Such initial leave shall be subject to not more than six (6) consecutive semester or three (3) consecutive one-year renewals.

- d. Request for renewal must be made to the President's Office, in writing, at least sixty (60) days before the end of the semester with which the leave shall expire.
- e. Return from Child Care Leave, other leave provisions of the contract notwithstanding, shall be to a comparable position at the College, not later than three (3) years from the end of the College year in which or with which leave began. Failure to request renewal and/or failure to notify the President's Office in writing of intent to return at least sixty (60) days prior to the end of the final semester of leave, in response to notification by the Office of Human Resources, shall constitute termination of employment.
- f. A return from Child Care Leave prior to the expiration of the leave shall occur only with the consent of the teacher and the approval of the President.

5. Involuntary Leave

- a. A teacher may be required to take Involuntary Leave when it is apparent to the President that the teacher is no longer able physically and/or mentally to discharge duties in a competent manner.
- b. The President may require in writing that any teacher take a physical or mental examination at Board expense, the results of which may be used for determining Involuntary Leave.
- c. When the examination is received, reviewed, and evaluated, the teacher may submit to an examination by a physician of the teacher's choosing at the teacher's expense. If the two reports are in conflict, a third physician shall be mutually agreed upon and the cost of this third examination shall be shared by the teacher and the College.

It is understood that the costs assumed by the parties are those which remain unpaid by insurance coverages.

- d. A teacher requesting return from Involuntary Leave may return only upon the recommendation of the President and by approval of the Board, subject to the tenure provision of the contract. The request to return must be made at least sixty (60) days prior to the return date.

6. Military and Peace Corps Leaves

- a. Any teacher at the College who may enlist or be conscripted into the Defense Forces of the United States for military service or training or into the Peace Corps shall be reinstated as a full-time teacher with full credit including annual increments under the salary schedule. Reinstatement shall be contingent upon written request, supported by a physician's statement, that said applicant is fully qualified to perform the duties of the position.
- b. Request to return from leave must be made at least sixty (60) days prior to the beginning of the semester in which the teacher requests to return.
- c. Increment credit for Military Leave shall not extend beyond the time of original enlistment or beyond the time necessary to discharge the teacher's military obligation.
- d. When a teacher must take temporary Military Leave (not to exceed fourteen (14) College days) during the College year, the Board shall compensate the teacher involved for the difference between the teaching pay for the period of service and the military pay for the weekdays of military service during the College year, and shall provide a substitute for the position.

7. Leave for Public Service

A tenured teacher may be granted Leave for Public Service on an annual basis if elected or appointed to public office, subject to sufficient notice to make adequate provision for replacement. Such leave may be extended beyond a second year upon recommendation of the President and approval of the Board. Request for extension must be made in writing at least sixty (60) days before the expiration date of the original leave.

8. Leave for National, State or Local Union Duty

- a. A teacher may be granted Leave for National or State Union Duty for one (1) year, subject to annual renewal at the discretion of the Board. Request for renewal must be made in writing at least sixty (60) days before the expiration of any year of leave.

- b. A teacher elected to office in Local 1650 shall, upon written request, be granted leave of absence, full or part-time, for so long as the teacher holds such office. Request for such leave must be made in writing at least sixty (60) days before the beginning of the semester in which the leave is to become effective, and notification that the teacher intends to terminate such leave must be given in writing at least sixty (60) days before the beginning of the semester in which the termination of leave is to become effective.

XIX. PERSONAL BUSINESS

Each full-time teacher shall be allowed a total number of Personal Business days equivalent to one-half (.5) day per contractual month. Any unused Personal Business days shall be added to a teacher's accumulated sick days.

- A. Personal Business days are provided for personal business of a non-profit nature that cannot be taken care of outside of College hours. When a teacher makes use of a Personal Business day, it is assumed by the Administration and the teacher that the activity in which the teacher is engaged on that day is more important than the teacher's teaching responsibility on that particular day. Other than in an emergency situation, a teacher shall notify the administration in advance of the use of a personal business day.

- B. Personal Business days shall be taken in one (1) or one-half (.5) day units.

Teaching Faculty: One-half (.5) day units shall be used on days when at least one (1) class, and/or one-half (.5) the scheduled classes for that day, whichever is greater, is met. If the number of classes scheduled for a given day is an uneven number, the one-half (.5) of the number of scheduled classes shall be rounded off downward.

Librarians, Counselors, and Placement Officers: One-half (.5) day units shall be used on days when a minimum of three (3) hours of scheduled duties is met. Full-day computation shall be used when less than three (3) hours of scheduled duties are met.

- C. In the event a teacher is confronted with a death in the family, with a required court appearance pursuant to subpoena, with the need to care for a member of the family, or with catastrophic events resulting in imminent danger to family or to non-business property, and has already expended all Personal Business days, the President may grant additional days, not to exceed five (5).
- D. A full-time teacher employed extra-contractually during the normal College year may use up to two (2) of the unused Personal Business days each year for extra-contractual assignments. Such a Personal Business day shall be granted in one-half (.5) day units per extra-contractual class session.

Such a Personal Business day shall be granted in one-half (.5) day units per extra-contractual assignment of three (3) hours or less for teachers whose work is prescribed on other than a class contact hour basis.

A full-time teacher employed extra-contractually in a Spring or Summer Session program may use up to two (2) of the unused Personal Business days of the immediately previous College year for personal business.

XX. JURY DUTY

A leave of absence shall be granted a teacher called for jury duty service, provided the Board shall only be obligated to pay an amount equal to the difference between the teacher's salary as computed on a daily basis and the daily jury duty fee paid.

The Board shall pay a teacher for an extra-contractual assignment(s) scheduled within the hours of 7:00 a.m. and 6:00 p.m. missed because of jury duty and for an extra-contractual assignment(s) at other times if the jury is sequestered. Such payment shall be the difference between the daily salary rate plus the daily extra-contractual compensation and the daily jury duty fee paid.

The teacher shall, upon written request of the Administration, seek to be excused from jury service.

XXI. SICK LEAVE

- A.** Each teacher shall be credited with one (1) day of Sick Leave for each month of employment at the beginning of each fiscal year. The days so credited shall be non-cumulative for those teachers who have or attain 125 accumulated Sick Leave days. All Sick Leave in excess of that credited in this paragraph shall be charged against the balance accumulated up to and including June 30, 1966.

Credited Sick Leave days may be used prior to being earned; however, any unearned sick days that have been so used shall be deducted from the final pay in case of termination of employment.

The Sick Leave bank of each teacher shall be frozen at the balance accumulated up to and including June 30, 1966. Teachers coming to the College from within the Dearborn School District shall be given credit for any unused Sick Leave previously accumulated in the District.

When all accumulated Sick Leave has been exhausted, the teacher shall be entitled, when applicable, to Weekly Accident and Sickness Benefits and, when applicable, Long Term Disability Benefits as provided in this Agreement.

- B. Sick Leave shall be granted for purposes of personal illness only. A teacher who takes an extended Sick Leave of more than five (5) consecutive working days shall have and, upon request, present to the immediate supervisor, before returning to work, a certification from a physician authorizing return to work.
- C. Sick Leave days shall be taken in one (1) or one-half (.5) day units.

Teaching Faculty: One-half (.5) day units shall be used on days when at least one (1) class, and/or one-half (.5) the scheduled classes for that day, whichever is greater, is met. If the number of classes scheduled for a given day is an uneven number, the one-half (.5) of the number of scheduled classes shall be rounded off downward.

Librarians, Counselors and Placement Officers: One-half (.5) day units shall be used on days when a minimum of three (3) hours of scheduled duties is met. Full-day computation shall be used when less than three (3) hours of scheduled duties are met.

- D. A full-time teacher employed extra-contractually during the College year may use contractual sick days for absences from extra-contractual assignments due to illness. With the exception of Spring or Summer session absences, no more than five (5) contractual sick days may be used in any College year for extra-contractual absences which do not occur on days of contractual absences.

Contractual sick days used for extra-contractual absences during a semester shall be granted in one-half (.5) day units per extra-contractual class session. For teachers whose work is prescribed on other than a class contact hour basis, contractual sick days used for extra-contractual absences shall be granted in one-half (.5) day units per extra-contractual assignment of three (3) hours or less. Contractual sick days used for extra-contractual absences during a Spring or Summer session shall be granted in one (1) day units for each day of absence.

XXII. SEVERANCE PAY

- A. Any full-time teacher who retires and the estate of one who dies while employed by the Board shall be eligible for severance pay of one and one-half (1.5) days' pay for each full year of active service in the Dearborn Public Schools. Time spent on Professional Leave and Personal Leave, Sabbatical Leave excepted, shall not be counted as active service.
- B. A teacher shall be considered eligible for retirement severance pay if qualified under the Michigan Public School Employees' Retirement System (MPERS) for regular and/or medical retirement, or has completed twenty-five (25) years of service in the Dearborn School District.

A teacher who retires on or after the sixtieth (60th) birthday shall also be eligible for retirement severance pay, even though the teacher may not qualify under the MPERS for regular or medical retirement.

XXIII. PENSION SUPPLEMENT

The Board shall annually budget, for each full-time teacher who is on the August contractual payroll, monies for the purpose of supplementing the teacher's pension through the purchase of a tax sheltered annuity (TSA) or the purchase of service time in the MPSERS at the teacher's option. For teachers with nine (9) or fewer years in the Dearborn system, this pension supplement shall amount to \$1,650 annually. Beginning with the teacher's tenth (10) year of service and capped at forty (40) years of service, the pension supplement shall amount to \$1,650 plus 0.1808% (.001808) of the current Master's Maximum salary for each year of full-time instructional service in the Dearborn system. Effective with the 2000-01 contractual year and thereafter, the supplement shall amount to \$1,650 plus 0.1985% (0.001985) of the current Master's maximum salary.

The teacher shall either authorize equal monthly TSA payroll deductions by August 1, or shall present the Office of Human Resources with a receipt from MPSERS reflecting the purchase of service time by May 31. All withholding taxes that may apply to MPSERS reimbursement shall be paid by the teacher. It is understood that a teacher purchasing service time in MPSERS may apply for annual reimbursement until the entire cost of the purchased service time has been reimbursed. A teacher who has not authorized a TSA payroll deduction by October 1 of a Fall semester or March 1 of a Winter semester shall forfeit the TSA benefit for that semester. The TSA benefit shall be prorated for a teacher hired at a time other than the beginning of the Fall semester.

So as to minimize administrative processing of TSA documents, the teacher shall authorize equal monthly TSA payroll deduction by August 1, 1999, based upon the projected years of service and projected value of the teacher's TSA pension supplement during the last year of this agreement, plus any additional TSA contribution the teacher may elect to have deducted.

XXIV. INSURANCE BENEFITS

A. Workers' Compensation

The Board shall carry Workers' Compensation Insurance so that a teacher disabled from an injury or disease due to employment may receive medical attention and weekly benefits while losing pay. Such insurance shall cover all benefits required by Michigan's Workers' Compensation Act.

B. Weekly Accident/Sickness and Long Term Disability Benefits

Any full-time teacher who has used all accumulated Sick Leave days shall receive Weekly Accident and Sick Leave benefits and, when applicable, Long Term Disability benefits equivalent to those currently provided to a maximum of seventy percent (.70) of the teacher's contractual and extra-contractual salary. The master policies shall include the partial disability and cost-of-living riders.

C. Group Term Life Insurance

1. The Board shall provide group term life insurance for each full-time teacher in the amount of twice the teacher's annual contractual salary (2 x salary) to a maximum of \$100,000. The teacher shall enroll and designate a beneficiary(ies) on the proper application form.
2. Coverage for new teachers shall become effective the first of the month following the beginning date of employment, provided the necessary enrollment forms have been filed with the Office of Human Resources.
3. The Board agrees to provide payroll deduction for a teacher wishing to purchase additional life insurance at group rates through the group carrier, subject to the approval of the carrier.
4. Teachers terminated or no longer receiving payroll checks, except for teacher(s) receiving weekly Accident/Sickness or Long Term Disability Benefits under the College's group policy, have the option of applying for coverage under the policy on a direct payment basis under the rules established by the carrier.

D. Accidental Death or Dismemberment Benefits

The Board shall pay full premium for accidental death or dismemberment benefits equivalent to the following:

Life.	100% Life Benefit,
Both hands or both feet	100% Life Benefit,
Sight of both eyes	100% Life Benefit,
One hand and one foot	100% Life Benefit,
Either hand or foot and sight of one eye	100% Life Benefit,
A hand, foot, or sight of one eye	50% Life Benefit,
Thumb or index finger.	25% Life Benefit.

E. Hospital-Surgical-Medical Benefits — Tenured Teachers

1. The Board shall provide coverage for hospital-surgical-medical benefits. Coverage, whosoever the carrier, shall be the hospital expense benefits provided for semi-private accommodations under the Comprehensive Hospital Care Certificate of Michigan Hospital Service with MVF #2 and Master Medical, including Option II, and the surgical-medical expense

benefits provided under the Employment Group Benefits Certificate of Michigan Medical Service with Master Medical, and the following riders:

AS1	DC	HMN	PCES-1	RAPS
ASFP	D45NM	ML	PCES-2	RDC
BMT	ECIP	MMC2	PPNVI	RM
CC	EMBT	MMCBL2	Pre-100	RPS
CLC	ESRD	MMCPD	PSG	SAT2
CNM	FAERC	MMCZTMJ	PTB	SOT
CNP	GCO	NC	PTFS	TSA
COB3	GLE2	OPC	PTS	VST
COMP	HCB1	OPPC	RAPS	XTMJ
CRNA				

The Board shall provide prescription drug coverage with a \$5.00 co-pay for all prescriptions. Coverage shall include a generic equivalent provision and birth control coverage.

2. The Board shall make monthly contribution for the following month's coverage on behalf of each subscribing full-time teacher, toward the cost of the hospital-surgical-medical coverages described above equal to the full subscription rate or premium charge for the classification or coverage to which the teacher shall have subscribed according to marital status and the number of dependents, provided that such coverage is not in excess of the coverage described in the next paragraph.
3. The coverage for which the Board shall contribute under the foregoing may be, at the teacher's option, protection for (1) self only or (2) self and family (including only spouse and eligible dependents). Coverage shall only be provided if proper enrollment forms and/or contract revision forms have been properly filed with the Office of Human Resources.

All benefits and eligibility for benefits shall be subject to the provisions of the insurance policy coverage cited in Article XXIV.E.1. or an approved HMO or PPO equivalent.

4. For those teachers who do not desire the above coverage, the Board shall make monthly contributions to an approved Health Maintenance Organization (HMO) or Preferred Provider Option (PPO), on behalf of subscribing teachers, towards the cost of such coverage on the same basis and subject to the same limitations as are contained above. This coverage shall be the HMO or PPO equivalent of the above benefits insofar as is possible.
5. Teachers may enroll under the "new hire" clause, within thirty (30) days of the date of original employment. Subsequent opportunities to enroll in either of the above plans shall be provided only during enrollment periods specified by the carrier.

6. Teachers on approved leaves of absence, as provided in this contract, may retain coverage for group hospital-medical-surgical, dental, optical, hearing, and term life insurance and accidental death or dismemberment benefits at group rates provided written approval is obtained by the administration from the insurer's underwriting department. The teacher must make the premium(s) payment to the Board in advance by the first of each month, or the teacher shall forfeit all rights under this provision.

F. Hospital-Surgical-Medical Benefits — Probationary Teachers

1. The Board shall make monthly contributions to an approved Health Maintenance Organization (HMO) or Preferred Provider Option (PPO) on behalf of a subscribing probationary teacher.
2. The HMO or PPO coverage selected, for which the Board shall contribute, shall, at the probationary teacher's option, be coverage for (1) self only or (2) self and family (including only spouse and eligible dependents). Coverage shall only be provided if proper enrollment forms and/or revision forms have been properly filed with the Office of Human Resources.
3. Upon completion of probation, a teacher may continue HMO or PPO coverage or may enroll in hospital-surgical-medical coverage and prescription drug coverage under the contract's traditional insurance programs.

G. Waiver of Hospital-Surgical-Medical Benefits

A teacher who opts not to be covered under the Board's hospital-medical-surgical coverage shall receive compensation as listed below, subject to the following conditions:

1. The teacher must supply to the Office of Human Resources written proof of medical coverage with another employer/carrier by September 15 of each contractual year.
2. \$800 in lieu of full family coverage shall be paid to the teacher on June 30 of each contractual year.
3. \$600 in lieu of one- or two-person coverage shall be paid to the teacher on June 30 of each contractual year.
4. This compensation shall not be provided when both husband and wife are employees of the Dearborn Public Schools/ Henry Ford Community College, nor shall dual coverage be provided in these instances.

H. Dental, Optical, Hearing, Long-Term Care, and LASIK Surgery Insurances

The details and implementation of dental, optical, hearing, long-term care, and LASIK surgery insurances for full-time teachers shall be planned by a committee representative of the Union and College administration. The contribution of the Board of Trustees for dental, optical, hearing, long-term care, and LASIK surgery insurance programs shall be limited to 0.025 of current contractual salary payroll of full-time teachers at the College.

I. Flexible Spending Account

Teachers shall have the option of participating in a Flexible Spending Account (FSA) through payroll deduction. A teacher must enroll in the FSA program by December 1 of the year preceding the calendar year in which the teacher intends to participate. Application forms are available through the Controller's Office.

XXV. COMPENSATION PRINCIPLES

A. Salary of full-time members of the Bargaining Unit shall be determined by the terms of this Agreement with respect to salary schedule, creditable experience, and credentials. The salaries of part-time members of the Bargaining Unit shall be the extra-contractual rate paid full-time teachers for like assignments for the appropriate step and lane on the regular teacher salary schedule, and such members shall advance on the salary schedule in the same way as full-time members of the Bargaining Unit.

B. Teachers reporting on the first day of the Fall semester shall receive their August paychecks on the following Friday. September through April checks shall be paid on the fifteenth (15th) of each month. May paychecks shall be paid on the last Monday of the Winter semester.

When a scheduled payday falls within the first three (3) days of a College vacation period or on a weekend, paychecks shall be available on the last teaching day preceding the College vacation period or weekend. During vacation periods, paychecks shall be available at the Business Office on the scheduled payroll dates.

C. For the purpose of computation of a day's pay, 0.053 of a month's pay shall be used.

D. The Board shall pay on a current basis those monies earned for extra-pay for extra duties which are year-long in nature. Those responsibilities which are not year-long shall be paid for at the end of the activity involved.

E. The salaries of all teachers employed for a seven and one-half (7.5) week Spring or Summer Session shall be paid in two (2) installments on the fourth and eighth Thursday, respectively.

- F. The Board shall make all payroll deductions as required by law and such other deductions as may be agreed to by the parties.
- G. Salary errors shall be adjusted upon detection and made retroactive within legal limits.
- H. Teachers receiving advanced degrees shall be placed on the new lane of the salary schedule at the beginning of the semester which follows written notification to the Office of Human Resources of the accomplishment of the degree. It is expected that official verification of the awarding of the degree shall be forwarded to the Office of Human Resources within the first semester during which payment for the degree is provided.
- I. Salaries for part-time teachers not represented by the Bargaining Unit shall be set at neither a rate so low as to constitute employment competition nor so high as to constitute discrimination against teachers in the Bargaining Unit.

XXVI. EXTRA-CONTRACTUAL TEACHING

- A. The compensation for the responsibilities of an extra-contractual teaching assignment shall be determined according to the following formula:

- 1. For a Fall semester, Winter semester, or Spring or Summer Session teaching assignment: the total number of contact hours per semester \times $1/1932$ of the teacher's 10-month contractual salary, including longevity compensation, plus an equal amount of compensation for the responsibilities of class preparation and student evaluation, for the first twenty-four (24) regular semester contact hours or their equivalent in a College year. The rate for all contact hours or their equivalent in excess of twenty-four (24) regular semester contractual hours shall be $1/3864$.

For the 2000-01 contractual year and thereafter, the factors shall be $1/1980$ of the teacher's 10-month contractual salary, including 100% of longevity compensation, for the first twenty-four (24) regular semester contact hours or their equivalent, and $1/3960$ for regular semester contact hours or their equivalent in excess of twenty-four (24).

For teachers on ten-month contracts, the Fall semester extra-contractual shall be paid in four (4) equal installments and the Winter semester extra-contractual in four (4) equal installments. For teachers on twelve-month contracts, the first semester extra-contractual shall be paid in four (4) equal installments, the second semester extra-contractual in four (4) equal installments, and the third semester extra-contractual in three (3) equal installments.

- 2. For a teaching assignment of less than a semester or Spring or Summer Session's duration, the appropriate extra-contractual compensation formula shall be employed, and compensation shall be paid on a current basis on scheduled payroll dates.

3. At the start of any semester, a teacher may opt to receive the extra-contractual compensation of that semester in a lump-sum payment at the conclusion of the semester.

- B. Non-teaching extra-contractual work requiring professional skill or responsibility of a recurring but occasional nature, such as advising and workshops, shall be compensated according to the following formula: the total number of clock hours per semester \times $1/1932$ of the teacher's 10-month contractual salary, including longevity compensation, for the equivalent of the first twenty-four (24) regular semester contact hours, to be paid on a current basis on scheduled payroll dates. Hours in excess of the equivalent of the first twenty-four (24) regular semester contact hours in a College year shall be paid at the rate of $1/3864$.

Effective for the 2000-01 contractual year and thereafter, the factors shall be $1/1980$ of the teacher's contractual salary, including 100% of longevity compensation, for the equivalent of the first twenty-four (24) regular semester contact hours and $1/3960$ for hours in excess of the equivalent of twenty-four (24).

- C. Teachers whose work is prescribed on other than a class contact hour basis who engage in their respective activities on an extra-contractual basis shall be compensated according to the following formula: the total number of clock hours \times $1/1932$ of the teacher's 10-month contractual salary, including longevity compensation, for the equivalent of the first twenty-four (24) regular semester contact hours to be paid on a current basis on scheduled payroll dates. The rate for hours in excess of the equivalent of the first twenty-four (24) regular semester contact hours in a College year shall be $1/3864$.

Effective for the 2000-01 contractual year and thereafter, the factors shall be $1/1980$ of the teacher's contractual salary, including 100% of longevity compensation, for the equivalent of the first twenty-four (24) regular semester contact hours and $1/3960$ for hours in excess of the equivalent of twenty-four (24).

- D. Extra-contractual compensation for a non-credit assignment in the Center for Lifelong Learning (CL2) shall be determined according to the following:
 1. For a CL2 non-credit assignment, the subject of which falls within the teacher's contractual teaching discipline, the extra-contractual compensation shall be determined in accordance with Article XXVI. A. 1.
 2. For a CL2 non-credit assignment, the subject of which falls outside the teacher's contractual teaching discipline, the extra-contractual compensation shall be determined according to the following formula: the total number of contact hours \times $1/1932$ of the teacher's 10 month contractual salary, including longevity. Effective with the 2000-01 contractual year and thereafter the rate shall be $1/1980$.

- E.** With respect to the number of extra-contractual teaching assignments during the course of a contractual year, a load equivalent to an assignment of twenty-four (24) regular semester contact hours is considered to be a desirable professional limit in the best interests of students, the College, and teachers. Within the confines of this desirable professional limit, a teacher may select a regular semester load up to and including nine (9) contact hours per week and a load up to and including eighteen (18) contact hours per week per Spring or Summer Session. It is understood that honors teaching, "mini-courses," substitute teaching, portfolio assessment, data collection, non-credit courses, CEU courses, special assignments (internships, externships, etc.), extra-compensation assignments (prorated at a two percent (.02) annual extra-compensation factor equivalent to one (1) contact hour), contracted training services paid by or through the College, workshops, and non-teaching extra-contractual work (two (2) hours equivalent to one (1) contact hour of teaching) are included within the confines of this desirable professional limit.

Exceptions to the limits cited above may be made by the College President only after consultation with the Union.

- F.** When extra-contractual assignments are made, the following are the priorities which must be considered:
1. Qualified teachers in the department which is offering the assignment,
 2. Qualified teachers in the division which is offering the assignment,
 3. Qualified members of the College Organization,
 4. Qualified retirees of the Bargaining Unit.

Wherever possible extra-contractual assignments shall be made according to Article IV.A., with the advice of the teachers of the division and/or department. Division/Department policies for determining extra-contractual assignments shall be subject to review by the Union and Administration in order to assure an equitable distribution of extra-contractual opportunities.

- G.** The responsibility of filling substitute teaching assignments resides with the Administration. However, should a qualified teacher be teaching less than the desirable professional limit of extra-contractual contact hours, as cited in Article XXVI.E., said teacher shall be given priority in the filling of substitute teaching assignments. Substitutes shall be provided for the first instance of a teacher's absence in Trade and Apprentice Education or Corporate Training programs, only if required by a corporate contract.

Extra-contractual compensation for a substitute teaching assignment of a week's duration or six (6) contact hours, whichever is less, shall be determined according to the following formula: the total number of contact hours x 1/1932 of the teacher's 10-month contractual salary, including longevity, plus an amount of compensation equal to one-half (.5) of the above for the responsibilities of class preparation. Effective with the 2000-01 contractual year and thereafter, the rate shall be 1/1980.

Extra-contractual compensation for a substitute teaching assignment of more than a week's duration or six contact hours shall be compensated according to Article XXVI. A. 1.

XXVII. SALARY SCHEDULE PLACEMENT – EXPERIENCE CREDIT

- A. New teachers employed at the College by the Board shall be given credit for all relevant full-time teaching experience up to six (6) years. Teachers coming to the College from within the District shall be given credit for all relevant full-time teaching experience credited in the District.

Relevant full-time administrative experience at the College shall be credited the same as full-time teaching experience at the College for placement on the salary schedule.

Relevant part-time teaching experience, including teaching experience as a graduate student, shall be provided credit on an adjusted, prorated basis rounded off to the nearest full semester.

- B. Teachers who have served in the armed forces of the United States shall be given experience credit of one-half (.5) year for each year of military service up to four (4) years of such military service.
- C. New teachers with work experience directly pertaining to their teaching assignment shall be given credit for each full year of work experience (meaning at least eleven (11) consecutive months of full-time employment with a given employer) up to a maximum of six (6) years of work experience.
- D. All of the above determinations shall be subject to the following limitations:

Teachers having 0, 1, or 2 years of creditable experience shall be placed on Step 1 of the appropriate lane of the salary schedule.

Teachers having 3 years of creditable experience shall be placed on Step 2, teachers having 4 years of creditable experience on Step 3, teachers having 5 years of creditable experience on Step 4, and teachers having 6 years on Step 5 of the appropriate lane of the salary schedule.

XXVIII. SALARY SCHEDULES

The Board shall, beginning 9-1-76 and thereafter, pay the retirement for teachers.

Salary Schedule 1999-2000

Step	Less than Master's	Master's	Master's +30	Master's +60	Doctorate
1	28,631	35,897	37,685	39,473	41,261
1.5	30,257	37,523	39,311	41,099	42,887
2	31,883	39,149	40,937	42,725	44,513
2.5	33,509	40,775	42,563	44,351	46,139
3	35,135	42,401	44,189	45,977	47,765
3.5	36,761	44,027	45,815	47,603	49,391
4	38,387	45,653	47,441	49,229	51,017
4.5	40,013	47,279	49,067	50,855	52,643
5	41,639	48,905	50,693	52,481	54,269
5.5	43,265	50,531	52,319	54,107	55,895
6	44,891	52,157	53,945	55,733	57,521
6.5	46,517	53,783	55,571	57,359	59,147
7	48,143	55,409	57,197	58,985	60,773
7.5	49,769	57,035	58,823	60,611	62,399
8	51,395	58,661	60,449	62,237	64,025
8.5	53,021	60,287	62,075	63,863	65,651
9	54,647	61,913	63,701	65,489	67,277
9.5	56,273	63,539	65,327	67,115	68,903
10	57,899	65,165	66,953	68,741	70,529
10.5	59,525	66,791	68,579	70,367	72,155

Salary Schedule 2000-2001

Step	Less than Master's	Master's	Master's +30	Master's +60	Doctorate
1	29,347	36,794	38,627	40,460	42,293
1.5	31,014	38,461	40,294	42,127	43,960
2	32,681	40,128	41,961	43,794	45,627
2.5	34,348	41,795	43,628	45,461	47,294
3	36,015	43,462	45,295	47,128	48,961
3.5	37,682	45,129	46,962	48,795	50,628
4	39,349	46,796	48,629	50,462	52,295
4.5	41,016	48,463	50,296	52,129	53,962
5	42,683	50,130	51,963	53,796	55,629
5.5	44,350	51,797	53,630	55,463	57,296
6	46,017	53,464	55,297	57,130	58,963
6.5	47,684	55,131	56,964	58,797	60,630
7	49,351	56,798	58,631	60,464	62,297
7.5	51,018	58,465	60,298	62,131	63,964
8	52,685	60,132	61,965	63,798	65,631
8.5	54,352	61,799	63,632	65,465	67,298
9	56,019	63,466	65,299	67,132	68,965
9.5	57,686	65,133	66,966	68,799	70,632
10	59,353	66,800	68,633	70,466	72,299
10.5	61,020	68,467	70,300	72,133	73,966

Salary Schedule 2001-2002

Step	Less than Master's	Master's	Master's +30	Master's +60	Doctorate
1	30,081	37,714	39,593	41,472	43,351
1.5	31,790	39,423	41,302	43,181	45,060
2	33,499	41,132	43,011	44,890	46,769
2.5	35,208	42,841	44,720	46,599	48,478
3	36,917	44,550	46,429	48,308	50,187
3.5	38,626	46,259	48,138	50,017	51,896
4	40,335	47,968	49,847	51,726	53,605
4.5	42,044	49,677	51,556	53,435	55,314
5	43,753	51,386	53,265	55,144	57,023
5.5	45,462	53,095	54,974	56,853	58,732
6	47,171	54,804	56,683	58,562	60,441
6.5	48,880	56,513	58,392	60,271	62,150
7	50,589	58,222	60,101	61,980	63,859
7.5	52,298	59,931	61,810	63,689	65,568
8	54,007	61,640	63,519	65,398	67,277
8.5	55,716	63,349	65,228	67,107	68,986
9	57,425	65,058	66,937	68,816	70,695
9.5	59,134	66,767	68,646	70,525	72,404
10	60,843	68,476	70,355	72,234	74,113
10.5	62,552	70,185	72,064	73,943	75,822

XXIX. LONGEVITY

Longevity compensation shall be calculated as follows: beginning with the tenth (10) year of service and capped at forty (40) years of service, teachers shall be paid, as part of their contractual salary, three-quarter (.75) day's pay, based upon the current Master's maximum salary, for each year of full-time instructional service in the Dearborn system.

XXX. EXTRA-COMPENSATION

Extra-compensation positions shall be open for application every two (2) years, except for those positions for which full-time teachers were specifically hired. Applications, including that of the incumbent, shall be forwarded to the appropriate Vice President/Dean in the Winter semester of second year of the term of office. For the purpose of computing the two-year terms, September 1989 shall be the base year.

Art Collection Curator	5.00%
Baseball	11.00%
Basketball Head	11.00%
Coordinator of Cultural Activities	12.00%
Dance	9.00%
Director of Exhibits	7.25%
Drama	9.00%
Golf	5.00%
Instrumental Music	9.00%
Radio	9.00%
Soccer	7.00%
Staff Advisor, Student Senate	9.00%
Technical Theatre	9.00%
Vocal Music	9.00%
Volleyball	7.00%
Wellness	12.00%

All assistants: 6.00% or 0.545 of the compensation of the head coach in the particular sport, whichever is less.

The percentages stated above shall be applied to 100% of the current annual average salary, to be determined and provided by the Administration. Compensation for newly established assignments shall be determined by discussion and agreement with the Union.

XXXI. SUCCESSOR AND ASSIGNS

This agreement shall be binding on any and all successors and assigns of the Employer, whether by sale, transfer, merger, acquisition, consolidation, or otherwise. The Employer shall make it a condition of any transfer that the successor or assigns shall be bound by the terms of this Agreement. The Employer shall continue to be liable for the complete performance of this agreement until the successor or assigns expressly agrees in writing that it is completely bound by the terms of this agreement.

Any resolution adopted for the purpose of initiating, authorizing, or approving the sale, transfer, or surrender of the assets of the College to any successor shall contain the following provisions:

"This resolution shall not be valid unless the purchaser or transferee provides an express written promise to assume all the rights and duties of the collective bargaining agreement between the Henry Ford Community College Federation of Teachers, AFT Local 1650, and the Henry Ford Community College Board of Trustees/Dearborn Board of Education."

XXXII. WAIVER OF BARGAINING

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement. Therefore, the Board and the Union, for the life of this Agreement, voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. The parties may, however, by mutual agreement, negotiate on any item both deem to require negotiation.

XXXIII. CONFORMITY TO LAW CLAUSE

This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties, and obligations of the Board, the Union, and teachers in the Bargaining Unit. In event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time for doing so, or if any provision of this Agreement shall at any time be changed or voided by legislation, such provision(s) shall be void and inoperative. However, at the option of either party to the contract, the specific provision, thus voided, and that provision only, shall be immediately subject to negotiations. All other provisions of this Agreement shall continue in effect.

XXXIV. MATTERS CONTRARY TO AGREEMENT

This Agreement shall supersede any rules, regulations, or practices of the Board which are contrary to or inconsistent with its terms. It shall, likewise, supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established personnel policies of the Board affecting teachers.

XXXV. DURATION

This Agreement shall be effective on August 24, 1999, and shall continue in full force and effect until August 26, 2002. At any time subsequent to February 1, 2002, either party may give written notice to the other of its desire to negotiate a new agreement for the following year, and meetings between the parties for that purpose shall begin no later than twenty (20) days after delivery of such written notification, provided, however, that nothing in this paragraph or elsewhere in this Agreement shall be construed to require the Board to commit an unfair labor practice or otherwise violate the law by any improper recognition of or support or assistance to the Union. In connection with final settlement of negotiations on the 1999-2002 HFCC Board of Trustees - HFCC-FT contract, it is understood and agreed that the attached calendars shall be the official College calendars for 1999-2002.

IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representatives this 17th day of May, 1999.

FOR THE BOARD

(Signed)

Julie Morrison, Board Chairperson

Andrew A. Mazzara, HFCC President

FOR THE UNION

(Signed)

John McDonald, President

Michael Davis

Edward Fryzel

Lynne Hensel

Marsha Steele

Nancy Widman

**HENRY FORD COMMUNITY COLLEGE
GENERAL COLLEGE CALENDAR
1999-2000**

FALL SEMESTER - 1999

Aug.24-25	Tuesday/Wednesday	Teachers report. College Organization Meeting. Meetings and Preparation.
Aug. 26	Thursday	All Classes Begin.
Sept. 6	Monday	Labor Day — College closed
Nov. 24	Wednesday	All classes end following evening session
Nov. 29	Monday	All classes resume
Dec. 13	Monday	All classes end following evening session
Dec. 14	Tuesday	Final exams begin
Dec. 18	Saturday	Final exams end
Dec. 20	Monday	Grades due — 6:00 p.m.

M-W evenings = 30

T-R evenings = 30

Saturday sessions = 15

WINTER SEMESTER - 2000

Jan. 5	Wednesday	Teachers report. College Organization Meeting. Meetings and Preparation.
Jan. 6	Thursday	Professional Issues Conference
Jan. 10	Monday	All classes begin
Jan. 17	Monday	Martin Luther King, Jr. Day — College closed
Mar. 4	Saturday	All classes end following evening session
Mar. 8	Wednesday	College Night
Mar. 13	Monday	All classes resume
May 1	Monday	All classes end following evening session
May 2	Tuesday	Final exams begin
May 6	Saturday	Final exams end
May 6	Saturday	Graduation Day
May 8	Monday	College Organization Meeting. Grades due — 6:00 p.m.

M-W evenings = 30

T-R evenings = 30

Saturday sessions = 15

**HENRY FORD COMMUNITY COLLEGE
GENERAL COLLEGE CALENDAR
1999-2000**

SPRING SESSION - 2000

DAY Calendar (all day classes scheduled Tuesday through Friday)

May	9	Tuesday	Day classes begin
June	28	Wednesday	Day classes end
June	30	Friday	Grades due — 4:00 p.m.

EVENING Calendar (all evening classes scheduled Monday through Thursday)

May	8	Monday	Evening classes begin
May	29	Monday	Memorial Day — College closed
June	2	Friday	Make-up evening classes for Memorial Day
June	27	Tuesday	Evening classes end
June	30	Friday	Grades due — 4:00 p.m.

SUMMER SESSION - 2000

DAY Calendar (all day classes scheduled Tuesday through Friday)

June	29	Thursday	Day classes begin
July	4	Tuesday	Independence Day — College closed
July	17	Monday	Make-up day classes for Independence Day
Aug.	18	Friday	Day classes end
Aug.	21	Monday	Grades due — 6:00 p.m.

EVENING Calendar (all evening classes scheduled Monday through Thursday)

June	28	Wednesday	Evening classes begin
July	4	Tuesday	Independence Day — College closed
July	14	Friday	Make-up evening classes for Independence Day
Aug.	17	Thursday	Evening classes end
Aug.	21	Monday	Grades due — 6:00 p.m.

**HENRY FORD COMMUNITY COLLEGE
GENERAL COLLEGE CALENDAR
2000-2001**

FALL SEMESTER - 2000

Aug. 22-23	Tuesday/Wednesday	Teachers report. College Organization Meeting. Meetings and Preparation.
Aug. 24	Thursday	All classes begin
Sept. 4	Monday	Labor Day — College closed
Nov. 22	Wednesday	All classes end following evening session
Nov. 27	Monday	All classes resume
Dec. 11	Monday	All classes end following evening session
Dec. 12	Tuesday	Final exams begin
Dec. 16	Saturday	Final exams end
Dec. 18	Monday	Grades due — 6:00 p.m.

M-W evenings = 30

T-R evenings = 30

Saturday sessions = 15

WINTER SEMESTER - 2001

Jan. 3	Wednesday	Teachers report. College Organization Meeting. Meetings and Preparation.
Jan. 4	Thursday	Professional Issues Conference
Jan. 8	Monday	All classes begin
Jan. 15	Monday	Martin Luther King, Jr. Day — College closed
Mar. 3	Saturday	All classes end following evening session
Mar. 7	Wednesday	College Night
Mar. 12	Monday	All classes resume
April 30	Monday	All classes end following evening session
May 1	Tuesday	Final exams begin
May 5	Saturday	Final exams end
May 5	Saturday	Graduation Day
May 7	Monday	College Organization Meeting. Grades due — 6:00 p.m.

M-W evenings = 30

T-R evenings = 30

Saturday sessions = 15

**HENRY FORD COMMUNITY COLLEGE
GENERAL COLLEGE CALENDAR
2000-2001**

SPRING SESSION - 2001

DAY Calendar (all day classes scheduled Tuesday through Friday)

May	8	Tuesday	Day classes begin
June	27	Wednesday	Day classes end
June	29	Friday	Grades due — 4:00 p.m.

EVENING Calendar (all evening classes scheduled Monday through Thursday)

May	7	Monday	Evening classes begin
May	28	Monday	Memorial Day — College closed
June	1	Friday	Make-up evening classes for Memorial Day
June	26	Tuesday	Evening classes end
June	29	Friday	Grades due — 4:00 p.m.

SUMMER SESSION - 2001

DAY Calendar (all day classes scheduled Tuesday through Friday)

June	28	Thursday	Day classes begin
July	4	Wednesday	Independence Day — College closed
July	16	Monday	Make-up day classes for Independence Day
Aug.	17	Friday	Day classes end
Aug.	20	Monday	Grades due — 6:00 p.m.

EVENING Calendar (all evening classes scheduled Monday through Thursday)

June	27	Wednesday	Evening classes begin
July	4	Wednesday	Independence Day — College closed
July	13	Friday	Make-up evening classes for Independence Day
Aug.	16	Thursday	Evening classes end
Aug.	20	Monday	Grades due — 6:00 p.m.

**HENRY FORD COMMUNITY COLLEGE
GENERAL COLLEGE CALENDAR
2001-2002**

FALL SEMESTER - 2001

Aug. 21-22	Tuesday/Wednesday	Teachers report. College Organization Meeting. Meetings and Preparation.
Aug. 23	Thursday	All classes begin
Sept. 3	Monday	Labor Day — College closed
Nov. 21	Wednesday	All classes end following evening session
Nov. 26	Monday	All classes resume
Dec. 10	Monday	All classes end following evening session
Dec. 11	Tuesday	Final exams begin
Dec. 15	Saturday	Final exams end
Dec. 17	Monday	Grades due — 6:00 p.m.

M-W evenings = 30

T-R evenings = 30

Saturday sessions = 15

WINTER SEMESTER - 2002

Jan. 2	Wednesday	Teachers report. College Organization Meeting. Meetings and Preparation.
Jan. 3	Thursday	Professional Issues Conference
Jan. 7	Monday	All classes begin
Jan. 21	Monday	Martin Luther King, Jr. Day — College closed
Mar. 2	Saturday	All classes end following evening session
Mar. 6	Wednesday	College Night
Mar. 11	Monday	All classes resume
April 29	Monday	All classes end following evening session
April 30	Tuesday	Final exams begin
May 4	Saturday	Final exams end
May 4	Saturday	Graduation Day
May 6	Monday	College Organization Meeting. Grades due — 6:00 p.m.

M-W evenings = 30

T-R evenings = 30

Saturday sessions = 15

**HENRY FORD COMMUNITY COLLEGE
GENERAL COLLEGE CALENDAR
2001-2002**

SPRING SESSION - 2002

DAY Calendar (all day classes scheduled Tuesday through Friday)

May	7	Tuesday	Day classes begin
June	26	Wednesday	Day classes end
June	28	Friday	Grades due — 4:00 p.m.

EVENING Calendar (all evening classes scheduled Monday through Thursday)

May	6	Monday	Evening classes begin
May	27	Monday	Memorial Day — College closed
May	31	Friday	Make-up evening classes for Memorial Day
June	25	Tuesday	Evening classes end
June	28	Friday	Grades due — 4:00 p.m.

SUMMER SESSION - 2002

DAY Calendar (all day classes scheduled Tuesday through Friday)

June	27	Thursday	Day classes begin
July	4	Thursday	Independence Day — College closed
July	15	Monday	Make-up day classes for Independence Day
Aug.	16	Friday	Day classes end
Aug.	19	Monday	Grades due — 6:00 p.m.

EVENING Calendar (all evening classes scheduled Monday through Thursday)

June	26	Wednesday	Evening classes begin
July	4	Thursday	Independence Day — College closed
July	12	Friday	Make-up evening classes for Independence Day
Aug.	15	Thursday	Evening classes end
Aug.	19	Monday	Grades due — 6:00 p.m.

**HENRY FORD COMMUNITY COLLEGE
1999-2000 TRADE & APPRENTICE EDUCATION CALENDAR**

<u>DATE</u>	<u>DAY</u>	<u>SCHEDULE</u>
<u>FALL TERM - 1999</u>		
Sept. 7	Tuesday	Classes begin
Nov. 24	Wednesday	All classes end following evening session
Nov. 29	Monday	Classes resume
Dec. 18	Saturday	All classes end following evening session
Dec. 20	Monday	Grades due — 6:00 p.m.
<u>WINTER TERM - 2000</u>		
Jan. 5	Wednesday	Teachers report. College Organization Meeting. Meetings and Preparation
Jan. 6	Thursday	Professional Issues Conference
Jan. 10	Monday	All classes begin
Jan. 17	Monday	Martin Luther King, Jr. Day — College closed
April 22	Saturday	All classes end following evening session
April 24	Monday	Grades due — 6:00 p.m.
<u>SUMMER TERM - 2000</u>		
May 8	Monday	College Organization Meeting
May 8	Monday	All classes begin
May 29	Monday	Memorial Day — College closed
July 4	Tuesday	Independence Day — College closed
Aug. 19	Saturday	All classes end following evening session
Aug. 21	Monday	Grades due — 4:00 p.m.

<u>Semester</u>	<u>Mon</u>	<u>Tues</u>	<u>Wed</u>	<u>Thur</u>	<u>Fri</u>	<u>Sat</u>
Fall	14	15	15	14	14	14*
Winter	14	15	15	15	15	
Summer	15	14	15	15	15	15

*Minutes shall be increased for each class that meets 14 days in the Term to assure that there are 800 minutes of instruction for each credit hour.

**HENRY FORD COMMUNITY COLLEGE
2000-2001 TRADE & APPRENTICE EDUCATION CALENDAR**

<u>DATE</u>	<u>DAY</u>	<u>SCHEDULE</u>
<u>FALL TERM - 2000</u>		
Sept. 5	Tuesday	Classes begin
Nov. 22	Wednesday	All classes end following evening session
Nov. 27	Monday	Classes resume
Dec. 16	Saturday	All classes end following evening session
Dec. 18	Monday	Grades due — 6:00 p.m.

WINTER TERM - 2001

Jan 3	Wednesday	Teachers Report. College Organization Meeting. Meetings and Preparation
Jan. 4	Thursday	Professional Issues Conference
Jan. 8	Monday	All classes begin
Jan. 15	Monday	Martin Luther King, Jr. Day — College closed
April 21	Saturday	All classes end following evening session
April 23	Monday	Grades due — 6:00 p.m.

SUMMER TERM - 2001

May 7	Monday	College Organization Meeting
May 7	Monday	All classes begin
May 28	Monday	Memorial Day — College closed
July 4	Wednesday	Independence Day — College closed
Aug. 18	Saturday	All classes end following evening session
Aug. 20	Monday	Grades due — 6:00 p.m.

<u>Semester</u>	<u>Mon</u>	<u>Tues</u>	<u>Wed</u>	<u>Thur</u>	<u>Fri</u>	<u>Sat</u>
Fall	14	15	15	14	14	14*
Winter	14	15	15	15	15	
Summer	14	15	14	15	15	15

*Minutes shall be increased for each class that meets 14 days in the Term to assure that there are 800 minutes of instruction for each credit hour.

**HENRY FORD COMMUNITY COLLEGE
2001-2002 TRADE & APPRENTICE EDUCATION CALENDAR**

<u>DATE</u>	<u>DAY</u>	<u>SCHEDULE</u>
<u>FALL TERM - 2001</u>		
Sept. 4	Tuesday	Classes begin
Nov. 21	Wednesday	All classes end following evening session
Nov. 26	Monday	Classes resume
Dec. 17	Monday	All classes end following evening session
Dec. 18	Tuesday	Grades due — 6:00 p.m.

<u>WINTER TERM - 2002</u>		
Jan 2	Wednesday	Teachers Report. College Organization Meeting. Meetings and Preparation
Jan. 3	Thursday	Professional Issues Conference
Jan. 7	Monday	All classes begin
Jan. 21	Monday	Martin Luther King, Jr. Day — College closed
April 22	Monday	All classes end following evening session
April 23	Tuesday	Grades due — 6:00 p.m.

<u>SUMMER TERM - 2002</u>		
May 6	Monday	College Organization Meeting
May 6	Monday	All classes begin
May 27	Monday	Memorial Day — College closed
July 4	Thursday	Independence Day — College closed
Aug. 17	Saturday	All classes end following evening session
Aug. 19	Monday	Grades due — 6:00 p.m.

<u>Semester</u>	<u>Mon</u>	<u>Tues</u>	<u>Wed</u>	<u>Thur</u>	<u>Fri</u>	<u>Sat</u>
Fall	14	15	15	14	14	14
Winter	14	15	15	15	15	
Summer	14	15	15	15	15	15

*Minutes shall be increased for each class that meets 14 days in the Term to assure that there are 800 minutes of instruction for each credit hour.

CONSTITUTION FOR THE COLLEGE ORGANIZATION OF HENRY FORD COMMUNITY COLLEGE

I. PRINCIPLES

- A. The basic functions of a college are to preserve, augment, criticize, and transmit knowledge and to foster creative capacities. These functions are performed by a faculty which must be free to exercise independent judgment in the planning and execution of its educational responsibilities.
- B. Three groups play the most important roles in the government of American colleges and universities: faculties, administrations, and governing boards. The roles of these groups must be defined.
- C. The development of college and university teaching as a profession has produced a scholarly community of talent fully qualified for an active and responsible part in institutional government. The faculty, which is entrusted with the primary tasks for which educational institutions are organized, is the essential participant, by virtue of its particular competence, both in recommending and in carrying out decisions on college educational policy as determined by the Board of Trustees and the President.
- D. The three responsible agents — faculty, administration, and governing board — should endorse the principle of joint responsibility and endeavor to work out a judicious balance in the area of their collective responsibilities.

II. ROLE AND SELECTION OF COLLEGE PERSONNEL

A. Role

- 1. The College faculty and the College administrators shall share responsibility for determining the educational policies of the institution, subject to review and approval by the President, by the Board of Trustees, and other appropriate government agencies and officers. This principle has been expressed in legislation of the governing board. Nothing in this document shall be construed to deny to any administrative officer any of the powers or responsibilities vested in the officer by law or by action of the governing board.
- 2. The faculty shall share responsibility in recommending policies in such fundamental College educational matters as:
 - a. Subject matter and methods of instruction
 - b. Facilities and support for research of faculty members and students
 - c. Standards for admission of students, for academic performance, and for the granting of degrees and licenses of proficiency
 - d. Those aspects of student life that relate directly to the educational process
 - e. Major changes in the size of the student body

- f. The establishment of new schools or divisions
 - g. The provision of extension services to the community
 - h. Assumption by the institution of research or service obligations to private or public agencies
 - i. Planning for additional physical facilities
 - j. Curtailing or eliminating programs.
3. The allocation of resources among competing demands has important implications for the educational responsibilities that are the primary concern of the faculty.
- a. The funds that are allocated to educational purposes shall be budgeted and expended in accordance with the College educational policies that the faculty has determined within the areas for which it shares responsibility as indicated in IIA2.
 - b. The faculty shall be involved in important developments in administrative planning, including proposed capital expenditures; shall be consulted on major issues of College policy involved in such developments; and shall have means through communities or other organized procedures to express its views on major issues of College policy affecting current or projected College budget decisions.

B. Selection of College Personnel

1. Faculty appointments, reappointments, promotions, and actions resulting in tenure should require the active participation of the faculties and administrators involved, and each division or department should publish the manner in which this will be done.
2. Because College administrators have an important role in the formation of educational policy and are charged with the transmitting to the Board of Trustees the view of their respective groups, care should be taken that all such persons should have the confidence of the faculty and normally be qualified for faculty membership by education, experience, and continuing interest in teaching.
 - a. In the selection of the College President, a committee shall be created for the purpose of screening and recommending candidates. Faculty membership on this committee shall include a Senate member and four faculty members elected at-large.
 - b. A committee shall screen and recommend candidates for the positions of vice presidents/deans and assistant deans; the committee shall be composed of five faculty members selected by Senate supervised elections, three of whom must be from the area to be administered, and five administrators named by the administration.
 - c. College administrators and faculty who serve as department and division chairpersons having full-time teaching faculty under their jurisdiction, except those specified in clauses d and e, shall be elected for a specific term by members of their respective departments or divisions. This category includes department Chairpersons, Division Heads, Director of the Business and Economics Division, Assistant Directors for Allied

Health and TAED within areas of specialty. If no acceptable candidates stand for election, procedure 2d shall be followed.

- d. A committee shall screen and recommend candidates for the positions of Directors of Allied Health, Industrial Technology, RTI, and Coordinator-Industrial Technology.

The committee shall be composed of three elected faculty members from the division or department to be administered and three administration members named by the administration.

- e. In the selection of the Division Head of Library Services, the division shall elect a committee of three from among its members. Such persons, with a faculty member-at-large chosen by a Senate-supervised election and with a member chosen by the President, shall review and screen candidates and recommend to the division the best qualified candidates. The division will then recommend its choices to the appropriate vice president/dean.
- f. In the selection of College administrators having no full-time faculty under their jurisdiction and not reporting to the President, a committee of three members of the faculty, representing appropriate divisions where applicable, selected by a Senate-supervised election, plus three administrators, shall screen and recommend candidates to the appropriate dean/vice president for existing vacancies among these offices.

College administrators having no full-time faculty under their jurisdiction and not reporting to the President include: Financial Aid and Placement Director, Director of Admissions and Registration, Special Needs and Student Activities Director, Coordinator of Registration, Records, and Athletics, Coordinator of Admissions, Coordinator for Corporate Training, Business Manager, Financial Aid Manager, Coordinator of Institutional Development and Systems, and Coordinator of Information Systems.

- g. In the selection of College administrators who have no full-time faculty under their jurisdiction and who report directly to the President, a committee of two members of the faculty selected by a Senate-supervised election, plus two administrators, and the President shall screen and recommend candidates for existing vacancies among these offices.

College administrators in this category include: Vice President/Controller and Assistant to the President/Director of Public Relations.

- h. In the identification, description, or redefinition of other administrative positions, provisions shall be made for faculty involvement through consultation with and approval of the Senate. Once established, these positions shall be filled as prescribed in the appropriate category.
- i. The above selection processes shall apply as positions become vacant.

- j. Faculty vacancies on selection review committees shall be filled by Senate-supervised elections whenever possible. In the event a sufficient number of faculty is not available to hold an election, the Senate is empowered to hold an election, the Senate is empowered to make interim appointments to such committees.

C. Conclusion

Organization and procedures are only the means by which governing boards, administrative officers, and faculties fulfill their responsibilities, give an institution of higher education its special character, and accomplish its goals. Academic freedom, professional integrity and competence, and the advancement of learning are also concerns of the governing board, administration, and faculty.

III. COLLEGE OPERATING STRUCTURE

A. College Organization

The College Organization shall consist of all full-time faculty and administrators of the Henry Ford Community College. All legislative powers delegated to the College shall be vested in the College Organization subject to limitations stipulated in IIA1 and IIIF. Any action of College committees and groups, or of the Council, shall be subject to review by the College Organization. The College Organization shall be a deliberative body with powers to initiate, approve, or defeat changes in College policy. Meetings of the College Organization will be conducted according to the by-laws of the Constitution published in the College Handbook.

B. Senate

The Senate of Henry Ford Community College is an instrument of shared governance subject to the limitations stipulated in IIA1 and IIIF. The Senate was created by the faculty as a more effective means of realizing faculty aspirations than would be expedient through deliberations by the College Organization.

1. The formal method of initiating or altering action in which the faculty has competence, subject to review and approval by the President and Board of Trustees, shall be by Senate recommendation with adoption in regular College Organization meetings.
2. The Senate shall undertake studies on its own initiative or as a consequence of representations brought to it by individual faculty members, by College committees, by faculty organizations, or by members of the administration.
3. The Senate shall assign tasks to College standing committees. Committees shall report to the Senate when their deliberations involve policy.
4. The Senate shall call meetings of the College Organization when necessary to report, to secure faculty approval, or to request direction.

5. The Senate shall consist of no more than fifteen members with elected representatives from designated division/departments as stipulated in the Senate By-laws, with three members elected at large, with one representative-at-large elected by administrators not reporting directly to the President, and with one representative from the Council. Elections will be conducted in March; terms shall be for three years to begin the following September.
 - a. Membership of the Senate is open to any member of the College Organization except the College President and those people reporting directly to the President.
 - b. Whenever the membership in any designated area fall below twelve, the Senate shall reapportion. In addition, every five years, the Senate shall review the representative scheme to determine if apportionment is necessary.

C. Council

Council membership shall consist of the Vice President/Deans, Assistant Deans, Division Heads, Department Chairpersons, Administrative Directors and Coordinators, and three Representatives-at-large who shall serve for three years with their terms arranged so that one shall be elected each year.

1. The Council shall elect one of its members to serve as Chairperson.
2. The Chairperson of the Council shall hold office for one year and shall be eligible for reelection.
3. The Council shall elect one of its members to serve as Secretary and the same or another member to represent the Council on the Senate by serving as a member of the Senate.
4. The Secretary of the Council shall hold office for one year and shall be eligible for reelection.
5. Functions and Operations of the Council:
 - a. The Council shall be concerned with the implications of policy and curriculum and with making recommendations regarding policy changes to the Senate.
 - b. The minutes of the Council shall be published and sent to each member of the College Organization.
 - c. The Council shall meet each month during the school year with meetings being called by the Chairperson or by the three members of the Council. Joint meetings of the Council and the Senate may be called at the request of the Chairperson of either body.

D. College Committees

1. Standing committees are created and discharged by the College Organization. Ad-hoc committees for special assignments may be created and discharged by the President or by action of the Senate.
2. The work of standing committees is primarily recommendatory except in areas where they have been assigned responsibility by the College Organization or the President. Committee recommendations dealing with educational policy shall be reviewed by the Senate. Committee recommendations dealing with interpretation or implementation of policy shall be referred to the Council
 - a. Membership on standing committees shall be voluntary.
 - b. The Chairperson and Secretary of each standing committee shall be elected by the committee.
3. The Senate annually shall review the committee structure to consider the enlargement or reduction of the number and size of committees and redefinition of their respective assignments.

E. Other Professional Organizations

The faculty recognizes and affirms the existence of other areas of interest, responsibility, and activity peculiarly appropriate to a variety of faculty professional organizations.

Nothing included in this document shall be interpreted as inhibiting or interfering with, in any way, the legal status or the legal function of the duly-designated sole bargaining agent as "the exclusive representative of all the employees in such unit for the purpose of collective bargaining with respect to the rates of pay, wages, hours of employment, and other conditions of employment," nor will anything herein take precedence over results of negotiations with such a sole bargaining representative.

IV. POLICY APPROVAL PROCEDURE

- A. Individuals of the College Organization may submit recommendations regarding policy changes to an appropriate standing committee, to their respective divisions, to the Council, or to the Senate.
- B. Recommendations regarding new policies or policy changes shall be forwarded to the Senate by individuals, by standing committees, by divisions, or by the Council.
- C. The Senate may approve, amend, reject, or forward without approval recommendations regarding new policies or policy changes.

1. Copies of recommendations which are to be submitted to the College Organization must be forwarded by the Senate to the initiating body, to the President, and to the Council at least three weeks prior to a meeting of the College Organization.
 2. If the President, the Council, or the initiating body desires to discuss such recommendations with the Senate, a meeting may be called by the Chairperson for that purpose.
 3. Copies of recommendations which are to be submitted to the College Organization must be forwarded by the Senate to the College Organization one week prior to its meeting.
- D. If the recommendation of a standing committee, of a division, or of the Council is rejected by the Senate, and that initiating body repasses the recommendation, the Senate must again consider the measure and pass it on through the channels to the College Organization. The Senate shall have the option of advocating an alternate proposal.
- E. If such recommendations are approved by the College Organization and the President, when appropriate, the Board of Trustees shall be apprised of the agreement.
- F. The President shall have 45 calendar days in which to veto the proposed policy or policy changes. Should the President choose to veto recommendations of the College Organization, the Senate shall be notified of the reasons of the veto.
- G. The Senate must review any veto, and it may return the original recommendation to the College Organization or alter the recommendation and resubmit it to the President, the Council, and the College Organization.
1. The College Organization may override the veto of the original recommendation by two-thirds of the ballots cast.
 2. The College Organization may pass the altered recommendation with a majority vote.
- H. Whenever a recommendation for new policy or policy change is passed over the President's veto, the matter must be submitted to the Board of Trustees for final determination.

V. AMENDMENT PROCEDURE

A. Constitution

1. A constitutional amendment consistent with the limitations of IIA1 and IIIF may be initiated by any member of the College Organization.
2. Both the Senate and College President shall review and confer upon any proposed amendments. Should consensus not occur, either party may submit its formal proposal to the College Organization after having given a 45-day notice to the other party.

3. After adequate notice, the College Organization shall vote by secret ballot, two-thirds of the members voting constituting a majority. It shall then be submitted to the College President for approval. If denied at this level, the amendment may be presented directly to the Board of Trustees by the College Organization.

B. By-laws

1. An amendment to the published by-laws of any group in the College Organization, subject to the limitations of IIA1 and IIIF, may be initiated by any member of that group.
2. After adequate notice, a simple majority vote of the group's recorded membership constitutes passage of the amendment.

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