

8/31/2001

6375

# Agreement

Jackson Community College  
**BOARD OF TRUSTEES**

&

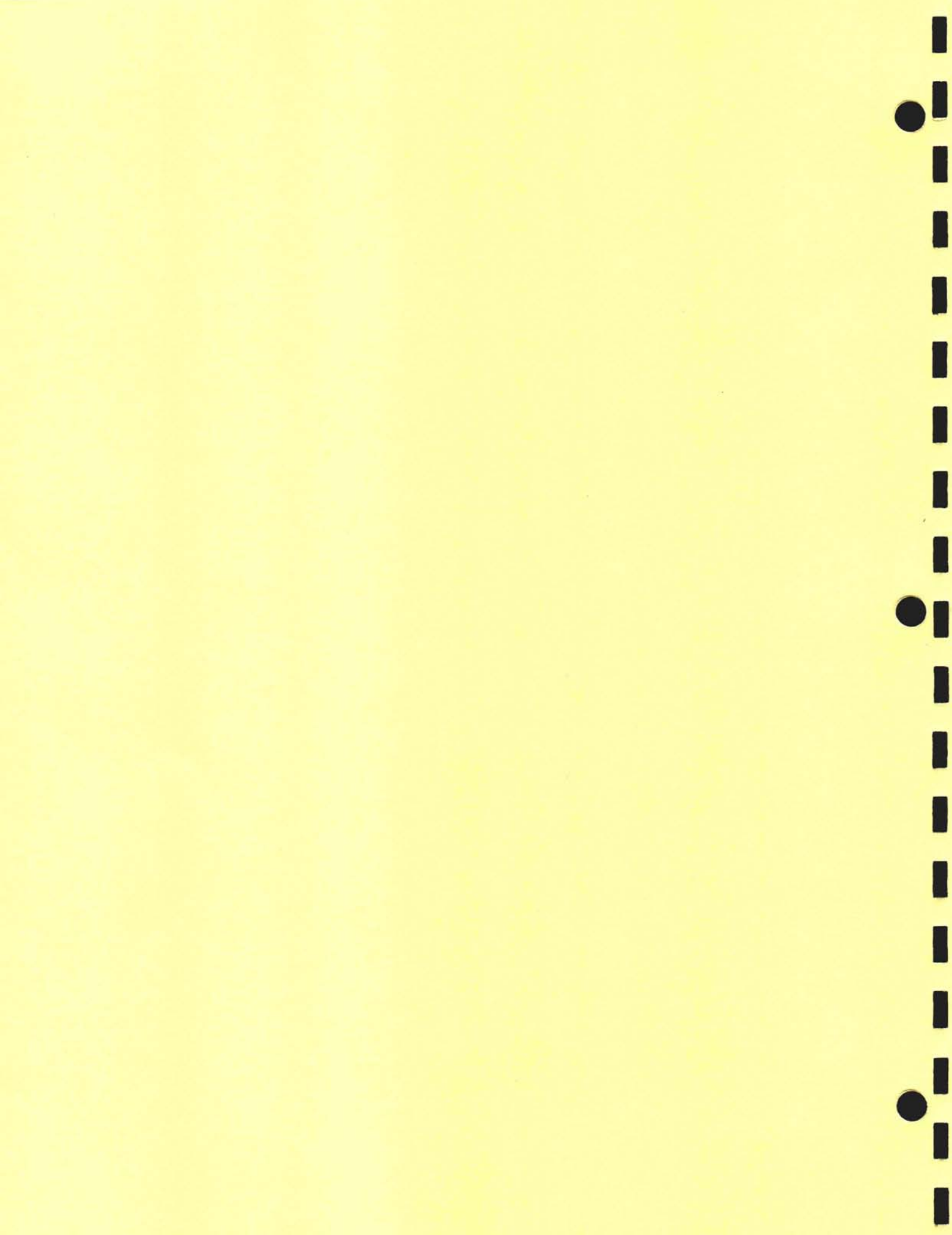
Jackson Community College  
**FACULTY ASSOCIATION**

*Jackson Community College*



September 1, 1999 to August 31, 2001

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS





# MASTER AGREEMENT

Jackson Community College  
Board of Trustees

And

Jackson Community College  
Faculty Association

September 1, 1998 to August 31, 2001





## Table of Contents

ARTICLE I -- Recognition .....	1
ARTICLE II -- Rights of the Board .....	2
ARTICLE III -- Rights and Responsibilities of the Instructors and the Association .....	2
ARTICLE IV -- Payroll Deductions .....	5
ARTICLE V -- Conditions of Work .....	6
ARTICLE VI -- Conditions of Work -- Adjunct Instructors .....	18
ARTICLE VII -- Department Chairs and Representatives .....	21
ARTICLE VIII -- Faculty Benefits .....	24
ARTICLE IX -- Grievance Procedure .....	33
ARTICLE X -- Professional Growth .....	36
ARTICLE XI -- Professional Behavior and Improvement .....	39
ARTICLE XII -- Professional Compensation .....	44
ARTICLE XIII -- Staff Reduction .....	52
ARTICLE XIV -- Miscellaneous .....	54
ARTICLE XV -- Negotiations .....	55
ARTICLE XVI -- Faculty Development/Retraining Fund .....	56
ARTICLE XVII -- Duration of Agreement .....	58
APPENDIX A -- Faculty Salary Schedule .....	60
APPENDIX B -- Annual Employment Contract .....	61
APPENDIX B -- Continuing Employment Contract .....	62
APPENDIX B -- Faculty Assignment .....	63
APPENDIX B -- Faculty Assignment .....	64
APPENDIX C -- Calendar 1998/99 .....	66
APPENDIX C -- Calendar 1999/2000 .....	67
APPENDIX C -- Calendar 2000/01 .....	68
APPENDIX C -- Calendar 2001/02 .....	69
APPENDIX D -- Pay Dates .....	70
APPENDIX E -- Adjunct Instructor Pay Rates .....	71
APPENDIX F -- Stipends/Salary Adjustments/Overload Rates .....	72
APPENDIX G -- Health Care Plans 1999/2000 .....	73
APPENDIX H -- Letter of Agreement -- Faculty Manual .....	74
APPENDIX I -- Letter of Agreement -- Learning Facilitators .....	75



## Master Agreement

This Agreement entered into this 13th day of July, 1999, by and between the Board of Trustees of Jackson Community College, Jackson, Michigan, operating under Act 331, P.A. 1966, as amended, of the State of Michigan, hereinafter called the "Board" and the Jackson Community College Faculty Association, hereinafter called the "Association," affiliated with the Jackson County Education Association, Michigan Education Association and the National Education Association.

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

### ARTICLE I -- Recognition

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

The following employees are excluded from this agreement: officers of the college, other administrative and supervisory personnel, the Dean of Faculty, the Dean of Enrollment Management, the School Deans, and anyone performing administrative or supervisory functions of the college.

Administrative and supervisory functions do not include coordinating activities (e.g., role of a department chair), but do include administrative, decision-making roles (including supervision of other college employees) and service on appeal boards, and administrative bargaining teams.

- B. The term "Instructor shall include all instructors, assistant professors, associate professors, professors, librarians coaches, counselors, and department chairs. References to instructors shall include both male and female instructors.
- C. The Board agrees not to negotiate with any teacher's organization or individual, other than the Association for the duration of this Agreement.
- D. The Board specifically recognizes the rights of itself and its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this Agreement.

## **ARTICLE II – Rights of the Board**

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

## **ARTICLE III -- Rights and Responsibilities of the Instructors and the Association**

### **A. Right to Organize**

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

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

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

### **D. Use of Facilities**

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

### **E. Association Office**

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

F. Use of Facilities and Equipment

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

G. Association Communications

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

H. Information

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

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

J. Non-Discrimination

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

K. Affirmative Action

The Board and the Association, in recognition of the desirability of multi-ethnic representation on the faculty, hereby mutually recognize their commitment to the Affirmative Action Plan of Jackson Community College and the goal of meeting the general characteristics of the population of Jackson County.

L. Loyalty Oath

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

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

M. Private Life

The private and personal life of any instructor is not within the appropriate concern or attention of the Board. A faculty member shall not use his/her position in a manner that will discredit the college.

N. Report to the Board

A report from the Association President or his/her designated representative shall appear on the Agenda of all Board meetings if requested prior to the start of the meeting. Such a report shall be discussed with the President of the college, or his/her designated representative, before being placed on the Board Agenda. Whenever possible, notice shall be given twenty-four (24) hours prior to the start of the meeting.

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

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

Q. Residency Requirement

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

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

S. Instructor's Title

The following titles shall be granted to instructors who are serving on Continuing Contracts:

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

## ARTICLE IV – Payroll Deductions

### A. Association Dues

1. Instructors may, at any time, sign and deliver to the Human Resources Office and the Treasurer of the Association, an assignment authorizing deduction of continuing membership for United Profession dues. authorization shall continue in effect unless such authorization is formally revoked in writing by the instructor and copies thereof delivered to the Treasurer of the Association and to the Human Resources Office between June 1 and September 1 of a given year.
2. The deductions of membership dues shall be made monthly from regular check payment for ten months, beginning in September and ending in June of each fiscal year, and the college agrees to remit all moneys so deducted according to the directions of the Executive Board of the Association, accompanied by a list of instructors from whom the deductions have been made.
3. The Association assumes full responsibility for the validity and legality of such employee's deductions as are made by the college pursuant to this section.
4. Representation Fee  
In lieu of Association membership, full-time instructors may sign an authorization of deduction for an amount equivalent to the United Profession Dues as a representation fee and deliver such authorization to the Human Resources Office with a copy to the Association Treasurer.

### B. Other

1. Payroll deductions are also authorized for United Way, U.S. Government Savings Bonds, group insurance premiums, insurance premiums, United Professional Dues, and any other deductions mutually agreed upon.
2. Payroll deductions are authorized for contract reductions for tax sheltered annuities.

## ARTICLE V – Conditions of Work

The parties recognize that the principle of professionalism does not lend itself to a fixed number of hours. It is also recognized that a full time faculty appointment is a full time job and that during the calendar year each faculty member will perform professional responsibilities that require time in addition to teaching classes.

### A. Duties And Responsibilities

It is acknowledged that the primary duty and responsibility of each instructor is to teach and that the organization of the college and the college day should be directed at insuring that the instructor is primarily utilized to this end. In addition to teaching duties, non-teaching activities which are part of the professional domain are also considered part of the responsibility of full-time faculty.

### B. Professional Domain

#### 1. Teaching Assignment

- a. Each instructor will be responsible for a teaching load from 480 to 512 contact hours (including any credit-bearing course and/or release hours) annually which equates to one hundred and sixty (160) days. The maximum load that an instructor may teach in any one enrollment period is 352 contact hours.
- b. An instructor may choose, with the concurrence of the Dean of Faculty, to carry a load below the required annual total. In doing so, the faculty member may elect to take a proportional reduction in pay based on the teaching load carried or to make up these hours in the following academic year. Faculty may elect to have an annual assignment of less than 480 hours but not less than 384 hours.
- c. Office Hours
  - (1) Sufficient time is to be given to office hours in order to allow time for individual conferences for those students requiring special help and for developing materials necessary for effective instruction. An instructor carrying a full load in fall and/or winter semester is expected to schedule approximately ten (10) hours per week. Scheduling of office hours will take into consideration the number of courses an instructor is teaching in the enrollment period.
  - (2) Class schedules and office hours shall be posted in the instructor's office and submitted to the Dean of Faculty as requested.



d. Determination of Assignment

Final determination of teaching assignments shall be made by the Dean of Faculty after consultation with the Department Chair and the appropriate school dean. Each instructor shall be consulted on his/her teaching assignment and schedule. In making the assignment, consideration shall be given to any conditions considered relevant, including the following:

- (1) Number of different course preparations
- (2) Type of classroom activity
- (3) Institutional responsibility including committee work
- (4) Type of student evaluation
- (5) New course preparation
- (6) Academic Advising
- (7) Curriculum development
- (8) Teaching of credit-bearing special training courses, seminars and workshops
- (9) Internships
- (10) Release Time

2. Non-Teaching Assignments

In addition to the classroom days (Article V.B.1.a) each instructor will also be responsible for an additional twenty-one (21) days (total 181 days).

- a. Learning days (10 days) will be devoted to institutional activities, including graduation, and scheduled on the academic calendar (Appendix C). The content of these days will be designated by the president or jointly planned by the Dean of Faculty and the department chairs.
- b. Professional responsibility days (11 days/77 clock hours) are provided to faculty for the purpose of completing their annual professional responsibilities plan (APRP). These responsibilities will be planned and reported on an annual professional responsibilities matrix. A faculty manual defining the professional domain and the annual professional responsibilities matrix will be co-authored by the Faculty Association and the Administration by January 4, 2000.

3. Overloads

- a. For purposes of pay, any annual assignment in excess of 512 contact hours shall be considered an overload.
- b. Maximum overloads shall be as specified in section B.1.a of this Article.
- c. Overload assignments will not be included in the regular faculty or letters of appointment but will be authorized on supplementary contracts clearly stating the amount of the overload and compensation.

- d. Full-time instructors interested in teaching an overload may so specify during the departmental planning of the annual schedule. If the instructor desires to teach any course(s) which would constitute an overload at anytime other than the planning of the annual schedule he/she should contact his/her department chair and the Dean of Faculty.
  - e. The Dean of Faculty in consultation with the affected Department Chair shall determine instructor qualifications if the overload is not within the instructor's current discipline. Full-time instructors shall have first refusal for overloads within the instructor's teaching area. The Dean shall then authorize overload contracts based on the above. The rate of pay is specified in Appendix F.
  - f. Overload cannot be earned in the first semester an individual works in any given year. Payment for overload can begin as soon as the adds and drops have been finalized in the second semester. Payout will be prorated over the remainder of the semester that the overload occurs unless the faculty member requests to be paid over the balance of the contract year. Such requests must be made in writing to Human Resources prior to overload contracts being issued.
4. Changes in Assignment  

Changes in assignment may be made by the Dean of Faculty as enrollment circumstances dictate. The instructor will be informed immediately of such changes. If unavailable, the instructor will be notified by U.S. Mail.
  5. Course Preparation  

Courses not previously taught by the instructor will be assigned no less than fifty-five (55) days prior to the beginning of the course, unless agreed to in writing by the instructor. Assignment of new course preparation shall be arranged within each department.
  6. Class Size  

Standards for class size in each department of the College shall be established in the taxonomy by mutual agreement in writing between the Dean of Faculty, the appropriate school dean and the Department Chair concerned. In the event no agreement is reached, class size shall be assigned but subject to the grievance procedure. Class size shall be established on the basis of equity and fairness consistent with maintaining the quality of instruction at a community college level. Based on enrollment demand, the administration may increase the capacity of appropriate courses by up to two (2) students. Labs and clinicals that are dependent on work stations and/or regulations are exempt. Instructors may increase established class sizes per registration period by admitting students in writing or by otherwise authorizing the administration.
  7. English Composition Classes  

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

8. Librarian's Schedule

a. Schedule

The librarian's schedule will generally be arranged on a thirty-five (35) hour work week in the library, exclusive of lunch time. However, additional compensation (each clock hour will be compensated as stated in Appendix F) will be given when additional time (in excess of 1267 hours annually) is scheduled by the Dean of Faculty. Librarians may be requested to work up to 343 additional hours. Such additional hours are subject to section 8.d of this Article.

b. Teaching Duties

- (1) If librarians teach as part of their regular work week the time will be pro-rated at two times the contact hours of the class in arriving at the full work week load.
- (2) Librarians may teach in addition to their regular work week with the approval of the Dean of Faculty and will be compensated at the instructional overload rate as defined in Appendix F.

c. Librarian's schedules will vary according to need. The minimum hours worked annually will be 1267 and may include evenings and weekends. Librarian's dates of work will be concurrent with the academic calendar for the 1267 minimum hours.

d. Annual Assignment

Consultation and assignment by the Dean of Faculty or his/her designee will take place on an annual basis or as needed with such assignments mutually agreed to in writing.

9. Counselor's Schedule

a. Schedule

The counselor's schedule will be generally arranged on a thirty-five (35) hour work week, exclusive of lunch time. However, additional compensation (each clock hour will be compensated as stated in Appendix F) will be given when additional time is scheduled by the Dean of Student Development.

b. Teaching Duties

- (1) If counselors teach as part of their regular work week the time will be pro-rated at two times the contact hours of the class in arriving at the full work week load.
- (2) Counselors may teach in addition to their regular work week, with the approval of the Dean of Faculty and will be compensated at the instructional overload rate as defined in Appendix F.

c. Hours Worked

Counselor's schedules will vary according to need. The minimum clock hours worked will be 1267 and may be up to 1610, and may include evenings and weekends. Any hours beyond the 1267 shall be subject to section 9.d of this Article. Dates of work will vary from those of classroom instructors.

d. Annual Assignment

Consultation and assignment by the Dean of Student Development will take place on an annual basis prior to the beginning of the academic year. Such assignments shall be agreed to mutually in writing.

e. Peak Registration Periods

(1) During peak registration periods counselors may be scheduled for up to six consecutive days (Monday – Saturday) if needed for enrollment activities. During the period counselors may also be scheduled daily for up to ten (10) clock hours so long as the total hours scheduled in one week does not exceed fifty (50).

(2) Peak registration periods shall be designated as the two (2) weeks prior and the first week of each of the three registration periods.

(3) For the remainder of the contract year (excluding the times in item 2 above), counselors shall not be required to work more than seven (7) hours daily (exclusive of a sixty (60) minute lunch break). Counselors will be assigned to work peak registration periods, all other work hours/days shall be subject to section 9.d above.

10. Faculty Load Report

Copies of the faculty load report shall be given to the Association and made available for review at each building office.

C. College Calendar

1. The college calendars for 1998-99, 1999-2000, 2000-01 and 2001-02 are as printed in Appendix C.

2. Flexibility within the framework of the calendar is reserved by the administration to begin and end classes or programs at other than the dates specified in the calendar with the approval of the instructor and in consultation with the department chair. This will permit the scheduling of credit-bearing short courses, workshops, seminars, contract training, distance learning or experimental programs. Other items of the contract will be applicable. This shall not preclude other courses of the type mentioned above being offered outside the calendar subject to instructor approval.

3. The administration reserves the right to cancel classes due to weather or emergencies.

D. College Week

1. The normal college week is Monday through Friday, although classes may be scheduled on Saturday and Sunday.

2. If an instructor is assigned classes on Saturday, he/she will not be assigned classes within a twenty-four (24) hour block of time.

3. Assignment for Saturday classes shall be for no more than one semester or one session per academic year without prior written consent of the instructor.

4. Instructors will not be assigned Sunday classes without their prior written permission.
5. An instructor will not be scheduled more than five (5) days in a seven (7) day week without their prior written permission.

E. College Day

1. Instructional assignments may be at any time of the college day but following an evening assignment, no instructor shall be assigned a class before nine (9:00) a.m. without his/her written permission.
2. Evening classes from six (6:00) p.m. shall be assigned to an instructor no more than two (2) evenings per week without his/her prior written consent.
3. It shall be general practice to clear the hours between one o'clock (1:00 PM) and three o'clock (3:00 PM) on Friday afternoons in order to allow for association and institutional meetings.
4. Each instructor shall have an hour free for lunch each day between eleven (11:00) a.m. and two (2:00) p.m. unless written approval waiving the lunch hour is received from the instructor.

F. Off-Campus Assignments

1. Teaching assignments involving full-time instructors outside the main campus will be discussed with the faculty member. If no agreement can be reached, the position shall be assigned subject to the grievance procedure. It is understood that the instructor's desires shall be considered in making such assignments.
2. If the college determines that a full-time instructor position is needed at one of the extension centers, the following shall apply:
  - a. The college shall post a position to replace an existing vacancy or a new position, specifying assignment to the specific center.
  - b. If no vacancy exists or a new position cannot be created, the affected department shall determine who will accept the assignment. Full-time instructors shall not be required to accept a full-time assignment at an extension center for two successive enrollment periods (librarian and counselor assignments see section B.8 and B.9 of this Article)
  - c. If the department is unable to select an instructor, the least senior member of the department shall be assigned, subject to section b above.
  - d. All terms and conditions of Article V, section M (teaching facilities) shall apply to instructors assigned full-time to an extension center.
3. Mileage
  - a. When a full-time instructor is given a partial assignment outside Jackson County, he/she will be reimbursed for mileage for each trip required by the assignment at the IRS rate.

- b. When a full-time instructor is given a full-time assignment outside of Jackson County he/she shall not receive mileage for trips to the off-campus site, but shall receive mileage for any required trips to main campus.
- c. Requests for actual mileage reimbursement must be made in the enrollment period in which the travel occurred and must be submitted on the appropriate mileage reimbursement form.

G. Academic Advising

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

H. Instructional Interns

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

I. Non-Traditional Methodology

- 1. The Dean of Faculty will consult with the department chair and members involved in teaching in the subject area prior to offering credit-bearing courses taught by non-traditional methods (television, computer aided instruction, video tape lecture, or any other electronic or other media). If agreement cannot be reached concerning issues of academic integrity the matter will be referred to the curriculum committee. The decision of the curriculum committee will be final. The above does not limit or abridge the provisions of Article XIV, B.
- 2. Any credit course offered by any of the above methods will be offered to full-time instructors. If no full-time instructor volunteers to teach the course then the course may be assigned to an adjunct instructor. The Dean of Faculty and instructor shall mutually determine, in advance and in writing, the contact hours and class size required by the assignment which shall be considered a part of the instructor's class load
- 3. A description of the responsibilities of instructors when teaching a course offered in a non-traditional method will be developed and included in the faculty handbook.

J. Non-Credit Classes/Contract Training

- 1. Definition  
Non-credit training offered by the college under contract to a specific employer for a limited time period.
- 2. Assignment of instructors to non-credit offerings is voluntary.
- 3. Non-credit offerings are not considered as part of an instructor's annual load.
- 4. Academic Integrity  
Both full-time faculty and adjuncts are expected to limit their contract training load so as to not interfere with their for-credit teaching responsibilities or other professional obligations.



5. Notification

Faculty will inform the Enterprise Institute of any expertise they have in contract training and of their availability to provide training. The college shall annually inform the faculty of those general areas in which they anticipate contract training will be offered and will make every effort to utilize full-time faculty.

K. Sponsorship of Student Activities

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

L. Attendance at College Functions

1. Instructors are expected to attend Commencement Exercises for registration periods in which they are employed.
2. Academic attire is provided for each Commencement at the expense of the College.

M. Teaching Facilities

1. Whenever possible, there shall be separate enclosed offices for full-time instructors with not more than two instructors to each office.
2. Reasonable instructional and office equipment, classroom space, and supplies will be provided for each instructor.
3. A telephone shall be provided for each office grouping or Department Chairperson and this phone shall be operative during all the hours when instructors are on duty.
4. Clerical service shall be provided for each office grouping or department in the college.
5. Computers with word processing capacities will be provided for the instructor's use in his/her work area at a rate of eight (8) computers per year, beginning with the 1989-90 academic year.

N. Faculty Facilities

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

O. Faculty Parking

There shall be provided on each campus adequate space exclusively for faculty parking convenient to each building. Faculty parking shall be furnished at no cost for all faculty owned cars. Faculty will use reserved lots when parking gates are operable. The College will enforce parking violations by persons improperly parked in faculty parking.

P. Vacancies and Promotions

1. Administrative Vacancy

Whenever a vacancy in any supervisory or administrative position occurs, which is to be filled by hiring, or whenever a new administrative or supervisory position is created that requires additional personnel, the administration shall publicize the vacancy by written notice to the faculty.

2. Faculty Vacancy

a. In the event a faculty vacancy occurs as a result of retirement resignation, death, non-renewal, or discharge or transfer. The administration shall determine, in consultation with the department chairs, if the position will be continued in its current form, an alternate form or be eliminated.

b. If a vacancy arises, the Department Chairs and the Dean of Faculty shall meet and make a recommendation to the administration, who shall make the final decision as to allocation of the vacancy. (Note: it is understood that should this group meet for the above described reasons, areas not represented by a Department Chair shall be entitled to choose and send a representative.)

3. Faculty positions not in the present curricula shall be advertised.

4. Faculty and administrative vacancies determined by the administration, other than overloads, in excess of \$500 per semester, shall be posted and circulated.

5. Postings

Copies of all postings will be displayed on the bulletin board outside the human resources office, posted on e-mail, available in a designated office in each building and will be available on demand.

6. Applications shall be in writing.

7. First Consideration

In filling vacancies in professional positions, the Board shall give first considerations to the candidates within the College who desire to change their assignments.

8. Appointments shall be made in the best interests of the College, in terms of the job descriptions for each position, considering both the proven competence of present employees and the desirability of the introduction of new viewpoints and personalities.

9. Applying for another position, either within the College or elsewhere, is recognized as a professional right and shall not affect adversely an employee's status in his/her present position.

10. Each staff member shall be notified of the disposition of his/her application prior to the publication of the name of the successful applicant.

11. The Board shall have final authority in all appointments.



12. When instructors leave the college, whether by retirement, death, discharge or resignation, adjunct instructors will not be used to as a method of reducing the total number of full-time faculty.
13. At no time shall more than 40% of the contact hours taught at Jackson Community College Main Campus be taught by adjunct instructors.

Q. Transfers and Assignment Changes

1. Transfers to Supervisory Position

Any instructor who shall be transferred to a supervisory or executive position and shall later return to an instructor's status, shall be entitled to retain such rights including experience credit on the salary schedule, as may have been accrued under this Agreement prior to such transfer. It is understood, however, that a former instructor cannot exercise his/her right to transfer back to the bargaining unit if such action will displace a member of the unit.

2. Involuntary Intradepartmental Assignment Changes

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

3. Voluntary Intradepartmental Assignment Changes

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

4. Instructor Requested Interdepartmental Transfers

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

5. Involuntary Interdepartmental Transfers

- a. When necessary, involuntary interdepartmental transfers shall be of the least senior person possible and shall not act to cause the layoff or prevent the recall of a bargaining unit member.
- b. Qualifications for purposes of a transfer shall be the same as cited in Article XIII, Section A.2.a(1).

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

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

R. Academic Freedom

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

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

The concept of freedom should be accompanied by an equally demanding concept of responsibility. College or university instructors are citizen members of a learned profession and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline but their special position in the community imposes special obligations. As persons of learning and educational officers they should remember that the public may judge their profession and their institution by their utterances. Hence, they should at all times strive to be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not an institutional spokesperson.

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

S. Dual Department Assignments

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

T. Nursing Faculty

1. Teaching Load

Instructors who make clinical assignments in advance of actual clinical contact hours will receive sixteen (16) contact hours per enrollment period credit on their annual teaching load

2. Class Size

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

3. Except as expressly provided by this section, nursing faculty conditions of work are as stated in this Agreement.

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

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

## ARTICLE VI – Conditions of Work – Adjunct Instructors

- A. Adjunct instructors may be employed for partial assignments when registration demands or special course demands require additional instructor time.
- B. Contact Hour Limit
  - 1. An adjunct instructor shall be employed for no more than an 448 contact hours per during each academic year.
  - 2. No more than 200 contact hours may be taught in any one enrollment period.
- C. Clock Hour Limit

Adjunct instructors employed to perform non-classroom duties, nursing clinical, allied health clinical and/or OE/OE shall be employed for a maximum of 1222 clock hours during an academic year or a maximum of 25 clock hours per week. Examples of non-classroom assignments include, but are not limited to: library; counseling; and course placement readers.
- D. Office Hours
  - 1. Adjunct instructors shall announce to students their availability for conferences.
  - 2. English 101, 102, 131, 132, 134, 231, 261, 262, GEN O22 and EDU 121 instructors will be required to keep one compensated office hour per week and be available to students during that time. This hour is not included in the calculation of the instructor's load. To facilitate the above, the college will endeavor to establish a adjunct faculty office in each building.
- E. Aviation Instructors
  - a. In-Flight Instruction
    - (1) Hours scheduled per week shall not exceed FAA standards.
    - (2) Rates of Pay
      - a. Flight Instruction

For each hour of flight instruction the instructor will be paid the appropriate rate (see Appendix E).
      - b. Ground Instruction

The instructor will be paid at the ground instruction rate (see Appendix E) for instruction provided prior to or following a flight.
    - (3) Dates of In-Flight instruction may vary from dates of work for classroom instructors. Provisions of Article V, Section D on the College Week shall apply except Saturday assignments shall be for no more than the equivalent of one semester per year.

- (4) Adjunct instructors in the Aviation Program will be used in accordance with provisions of this Master Agreement. Should the enrollment of the program become substantially transfer oriented, alternative staffing patterns shall become a matter for negotiations between the parties.

F. Benefits

1. Admission to Courses

Adjunct faculty shall be granted tuition grants for any regularly scheduled JCC classes under the following conditions:

- a. The tuition grant shall be equal in value to the number of credit hours of the courses taught by the adjunct instructor. Adjunct instructors who are paid on a clock hour basis will receive tuition credits based on the following formula: # clock hours worked divided by twenty-four (24). Course fees are excluded from the grant.
  - b. The tuition grant may be 1.5 times the value of credit hours taught by an Adjunct I and two (2) times the value of credit hours taught by an Adjunct II. Course fees are excluded from this grant.
  - c. The grant may be used by the adjunct instructor, spouse, natural and/or legally adopted children, provided that the spouse or child qualifies for dependent status as defined by IRS regulations.
  - d. A voucher permitting enrollment, under regular admissions procedures, will be issued to the adjunct instructor when Human Resources has confirmed eligibility of the instructor in accordance with section F, 1.c. above. Vouchers may be banked up to thirty-two (32) credit hours.
  - e. In the event a qualified user of the voucher is currently registered on a tuition-paid basis, the voucher may be submitted to the college Business Office during the same semester for a tuition refund.
  - f. If the adjunct instructor is no longer employed unused credit will remain on file for a period of three (3) years. At the end of three (3) years the credit is forfeited. If the instructor is later re-employed he/she will start earning credit as described above.
2. Each adjunct instructor will be provided free admission, upon request, for two (2) persons to performances sponsored by the college featuring college performing groups.

I. Evaluation

Adjunct instructors will be evaluated by their students prior to December 15 and prior to March 15 of each year. A summary of the evaluations will be prepared by the Dean of Faculty. Copies of the summaries will be shared with the instructor and the appropriate department chair.

J. Adjunct Faculty Compensation

1. The salary for adjunct instructors is specified in Appendix E.

2. Adjuncts who have taught 448 contact hours or equivalent clock hours (1,222) or when the hours taught/worked plus professional development units equals the amounts above will qualify for Adjunct I status.
3. Adjuncts who have taught 896 contact hours or equivalent clock hours (2,444) or when the hours taught/worked plus professional development units equals the amounts above will qualify for Adjunct II status
4. Adjunct instructors who attend an orientation course or other professional development opportunity offered by the college will be compensated at \$30 for a half-day session and \$60 for a full-day session for their attendance. Professional development units will be granted to each adjunct who attends. The number of units available will be included in promotional materials.
5. The Board may increase the entry rates up to one dollar (\$1.00) above the rates set forth herein.
6. All adjunct compensation will be calculated and paid in the contract period worked. It is the intent of the administration and the faculty association that payment begin not later than the second pay of the contract period, provided the contract and other necessary information is returned to Human Resources in time for such timely payment to be made. The final payment shall be scheduled to occur one pay period after the end of the contract. The final payment may be withheld until all terms of the contract have been met, including the submission of final grades.

## ARTICLE VII – Department Chairs and Representatives

The college recognized the importance of ensuring the completion of the work necessary to maintain academic integrity and to effectively and efficiently advance the academic enterprise. Department chairs and academic departments play an integral role in this regard. During the term of this agreement the college will aggressively support the departmental structure.

### A. Selection and Appointment

1. Department Chairpersons are appointed annually and they may succeed themselves.
2. The departments will select a member of their department for department chairperson.
3. Notification of these selections will be made to the Dean of Faculty no later than April 15<sup>TH</sup> of each year.
4. If the position of chairperson should, for any reason, become vacant before the expiration of the term of service of the incumbent, the same procedure will be followed to fill the vacancy.

### B. Salary and Teaching Load

1. Departmental Resources
  - (a) Each department shall be provided with a line item in its annual budget for the purpose of implementing a shared governance plan. The budget amount is determined as follows: 480 x the base pay rate for an adjunct instructor with a Master's degree.
  - (b) These resources are to viewed as a departmental resource. Department members have the authority to award release time or money based on the responsibilities performed by individual department members.
  - (c) No individual faculty member shall be given more than 224 hours of release time annually.
2. Membership in each department shall be established by the Dean of Faculty on April 1, excluding adjunct instructors and instructors on leave.
3. A department chair or department member shall receive an overload for a teaching assignment and/or release time in excess of 512 contact hours in any given year.

C. Responsibilities

1. The department chair shall be responsible for and shall perform or cause to be performed the following activities. It is understood, however, that the department chair will coordinate but not evaluate other faculty:
  - a. Create with individual faculty participation, the annual shared governance plan. The plan, which will encompass all semesters, will include annual departmental goals, courses and staffing assignments, curriculum review, division of departmental responsibilities and assigned release time and/or stipends, utilization of non-teaching days, and an annual budget.
  - b. Coordinate and monitor the departmental shared governance plan.
  - c. Participate in developing, implementing and reviewing the annual professional responsibility plan for each member of the department. The chair will provide a summary of the completion of each department member's plan to the Dean of Faculty by May 1.
  - d. Consult with School Deans and Extension Center Directors regarding the development and staffing of an annual master schedule. The annual master schedule and staffing recommendations, will be reported to the Dean of Faculty by the beginning of Winter semester.

Course offerings and staffing contained in the annual master schedule shall not be subject to cancellation or revision except in an emergency and with the express written agreement of the affected faculty member(s). Department chairs will be notified of any course cancellations in their department. Every effort will be made to assure a full load for full-time faculty.

If a faculty member has a class cancelled, he/she may either:

- (1) Bump a adjunct instructor and assume that class in the semester in which the cancellation occurred or
- (2) Pick up an additional class in a subsequent semester.

If neither of the above options is possible, the faculty member shall suffer no reduction in wages unless they choose to carry a reduced load pursuant to Article V., Section B.1.b.

- e. Participate in the student complaint process as specified in the current contract.
- f. Establish and monitor a system to mentor and inform annual contract and adjunct faculty members about departmental and institutional procedures and standards.
- g. Make recommendation to the Dean of Faculty regarding the hiring of part-time faculty, based on the evaluation of the adjunct faculty and other available information.



- h. Coordinate and direct, where appropriate, student employees.
  - i. Authorize expenditures for supplies and submit textbook orders.
  - j. The chair, or his/her designated representative, will represent the department at institutional functions, committees, or planning boards. The chair shall be available for consultation in connection with departmental functions, or shall designate a representative who shall be available.
- 2. The Dean of Faculty may request additional time during registration periods to assist in departmental activities.
  - 3. In any semester that the chair is not teaching, he/she shall inform the college of the department member designated by the department's shared governance plan to cover departmental responsibilities during the semester and during the break period prior to the start of fall semester.
  - 4. Each year, the chair will be evaluated by: (a) the Dean of Faculty using the responsibilities listed above; and (b) a self-evaluation/report using the same criteria.
  - 5. In the event serious deficiencies are identified during the evaluation, the department chair may be removed from office by the Dean of Faculty, and a new selection shall be made by the members of the department. Such removal shall not occur during the department chair's annual term of office. During this selection, the existing department chair shall be ineligible; he/she shall not become eligible for selection until the following year.
  - 6. The Dean of Faculty will communicate concerns regarding the performance or non-performance of department responsibilities in a timely manner.
  - 7. By the end of the Fall semester 2001 a review of the department shared governance model shall be conducted by the Vice-President for Instruction, the Dean of Faculty and Association representatives. Any modifications to Section C of this Article deemed necessary shall be spelled out in a letter of agreement signed by both parties.
- D. Department Representatives
- 1. Provisions contained in this Article will apply to Department Representatives except as specified in this paragraph.
  - 2. Department Representatives are to represent bargaining unit members not represented by a Chair.
  - 3. Department Representatives shall attend all meetings normally attended by Department Chairs to represent the concerns of their department or area.
  - 4. Department Representatives will receive a stipend as established in Appendix F.

## ARTICLE VIII -- Faculty Benefits

### A. Insurance

#### 1. Eligibility

- a. All full-time instructors shall be eligible for the complete insurance coverage.
- b. Coverage shall not apply to adjunct instructors or other non-contract part-time professional personnel.
- c. For the purpose of definition, an instructor shall be on at least 75% pay according to the faculty salary schedule in Appendix A and load assignment to be regarded as full-time.
- d. Part-time instructors who are employed on annual or continuing contracts have the option of inclusion in the group hospitalization portion of the program by paying at the rates charged the group.
- e. Temporary instructors who are employed for a full teaching load for a minimum of twelve (12) weeks shall have the option of inclusion in the group Health Care Plan portion of the program. The Health Care Plan "Opt-Out" option is not available under this section.

#### 2. Effective Date

The reopening date of all insurance policies shall be July 1.

#### 3. Fringe Benefit Fixed Dollar Amount

- a. The College will pay a monthly fixed dollar amount toward the premiums for health care insurance (medical, dental, and vision) and group term life insurance and long term disability insurance for each full-time instructor according to the following chart:

<u>Category</u>	<u>Fixed Dollar Amount</u>		
	<u>1998/99</u>	<u>1999/2000</u>	<u>2000/2001</u>
One-Person	\$312.18	\$340.29	\$357.30
Two-Person	\$616.41	\$683.93	\$718.13
Family	\$719.88	\$801.66	\$841.74

- b. Health Equity  
Full-time instructors in the one-person and two-person categories will also receive one-third (1/3) of the difference between their fixed dollar amount and the family fixed dollar amount in cash.
- c. Minimal differences will be neither be paid out in cash nor collected from the bargaining unit members.
- d. As of July 1, 1999 through June 30, 2001, full-time faculty members will be provided a choice of health benefit plans as mutually agreed upon (see Appendix I).

- e. Flexible Spending Accounts  
In addition, the college will provide the opportunity for full-time instructors to open Flexible Spending Accounts for unreimbursed medical and/or dependent care.
- f. Descriptions and information concerning the health care plans are available in the Human Resources Department. Employees will be provided proof of insurance and literature describing the plan selected.
- g. Health Alternate  
Full-time instructors who elect an alternate plan (plan other than Plan A) will receive 1/2 the difference in cash.
- h. Open Enrollment  
Full-time instructors will select their plans for the following year by June 15 of the current year.
- i. Life and Long Term Disability  
All full-time instructors will be covered by the life insurance and long term disability insurance program. These programs may not be declined.

4. Health Insurance "Opt-Out" Plan

- a. Effective September 1, 1999 full-time instructors not electing health care, dental or vision insurance shall receive the following monthly amounts:

Hospital/Professional Master Medical, Rx drugs	\$210.00
Dental	\$ 24.50
Vision	\$ 4.50

Those opting out of Hospital, Professional, Master Medical, Rx drug coverage must annually provide documentation of alternative health insurance.

5. Life Insurance

- a. The average cost of the premium shall be deducted from the fixed dollar amount established in section A.3(a) of this Article.
- b. Benefits under this policy for each eligible instructor shall consist of group term life insurance in an amount rounded off at the next thousand above the contract amount exclusive of overload payments as of each September 1 for the duration of the Agreement to a maximum of \$50,000. There shall also be an equal amount of Accidental Death and Dismemberment coverage.
- c. Proof of insurance and literature describing coverage shall be furnished by the carrier to each employee.

6. Travel Accident Coverage While on College Business
  - a. Faculty members traveling on college business are covered by a death and dismemberment accident policy of ten (10) times the annual salary with a minimum of \$50,000 and a maximum of \$300,000.
  - b. This coverage is paid by the college.
7. Long Term Disability
  - (a) Compensation -- See Section B.2 of this Article for provisions.
  - (b) Seniority  
Seniority shall not accrue for disability leaves beyond twelve (12) months.
  - (c) Health Benefit
    1. The college will continue health insurance benefit for the disabled employee and/or his/her family for no more than two years following the disabling event.
    2. The dollar amount contributed by the college for health benefit coverage will be the same amount contributed for active employees.
    3. The health benefit program options provided will be the same as provided to active employees.
    4. If the employee's spouse and/or dependents are eligible or become eligible during the two year period, for health benefits from another source they must accept that coverage.
    5. At the end of the two year period the employee will have the option of continuing his/her health benefits by paying the cost in accordance with COBRA legislation.
  - (d) During the first twenty-four (24) months) the employer may fill the position with temporary personnel, contracted personnel or in any other fashion after twenty-four (24) months the employer may post and fill the vacancy.
  - (e) Return From A Disability Leave
    1. Leaves Of Less Than Twenty Four (24) Months  
The employee shall be returned to the employee's previous position, if the position still exists. The employee must provide medical documentation of their fitness to return to work.
    2. Beyond Twenty Four (24) Months  
If the employee's disability leave is for twenty four (24) months or more the employment relationship is terminated. If at a later time the employee's status changes and he/she is able to return to work he/she must reapply for college employment as an external candidate.

B. Leaves of Absence Paid

1. Personal Illness or Disability

- a. An instructor's income shall be continued, for each illness or disability at no reduction in salary for the first thirty (30) days; at 85% of the total annual salary for the second thirty (30) days; at 75% for the third thirty (30) days.
- b. Days for the purposes of this provision are calendar days.
- c. Provided the instructor has completed the number of required duty days under the contract, no reduction in salary will be implemented.
- d. All instructors absent will cause the fact to be reported to their department chairperson or supervisor in advance of the next time obligation. If not available, the message shall be left with the office of the Dean of Faculty or for Counselors the Dean of Student Development.
- e. The college reserves the right to require a medical examiner's report on causes of frequent or extended absence for health reasons.
- f. Any pregnancy-related disability will be treated as sick leave.

2. Long-Term Disability Leave

- a. If an instructor, prior to age sixty-five (65), becomes totally and permanently disabled for a period of longer than ninety (90) days, this plan, will provide payment of sixty-six and two-thirds percent (66 2/3%) of basic monthly earnings, subject to a maximum of \$3,000 per month, for as long as the employee remains so disabled, but not beyond age sixty-five (65).
- b. Benefits payable from Worker's Compensation, Social Security, etc. will not be included in the determination of the payment until total compensation reaches seventy-five percent (75%) of basic monthly earnings.
- c. The average cost of the premium shall be deducted from the fixed dollar amount established in Section A, 4(a) of this Article.

3. Bereavement and Family Illness

- a. Leave not to exceed three (3) days may be allowed for such occasions in the immediate family. (Spouse, grandparent, parent, sibling, progeny, foster family and in-laws.)

- b. Bereavement leave may be followed by personal affairs leave if the employee is required to attend to business matters or if extensive travel is involved following the death of an immediate relative. (Spouse, grandparent, parent, sibling, progeny, parent-in-laws, uncle, aunt, son-in-law, daughter-in-law, sister-in-law and brother-in-law.
  - c. Arrangements for personal leave in such case shall be made by telephone if not anticipated at the beginning of the bereavement leave.
  - d. Personal affairs leave may be applicable to other bereavements.
4. Personal Affairs
- a. Leave may be permitted for matters which cannot be cared for in free time and which would result in legal, business, family or personal disadvantage if not covered at the appropriate time.
  - b. Such leaves, when known in advance, shall be presented to the Dean of Faculty one (1) week prior to the time the instructor wishes to leave and provisions shall be made for handling the instructor's responsibilities in his/her absence. Approval, in writing, must first be obtained from the Dean.
  - c. Emergency absences should be reported to the college as soon as possible after the emergency is known.
  - d. Under no circumstances will leaves from scheduled college activities be given for receiving pay for other employment.
5. Jury/Witness Duty
- A faculty member who is summoned and reports for jury duty or is subpoenaed and reports as a witness in any judicial hearing shall receive a leave of absence at no reduction in pay. All jury duty fees and expert witness fees received while on leave shall be turned over to the college.
6. College Assignments
- a. Absence from campus as a representative of the college shall be regarded as an extension of duty. Arrangements should be made with the Dean of Faculty at least a week in advance.
  - b. Instructors on approved trips are covered by the college insurance policies.

7. Sabbatical Leave

The Board of Trustees of the Jackson Community College will consider sabbatical leave applications from continuing contract instructors. Instructors making such applications must demonstrate reciprocal advantage to the college through the enhancement of professional competency by study, research, writing, travel, appropriate internships, or other cognitive pursuits that impact teaching and learning. The following specific provisions also apply:

- a. Instructors who have served the college for seven (7) years are eligible for a sabbatical leave.
- b. Seniority in service shall be given priority consideration in the granting of all such leaves.
- c. At the option of the instructor, the sabbatical leave may be taken for a full year, the fall semester or the winter semester.
- d. The salary for the sabbatical leave will be one-half (1/2) pay for a sabbatical of a full academic year. Instructors who request a semester sabbatical leave will be paid at the full salary rate and be required to teach one-half of the annual teaching load and to submit an Annual Professional Responsibility Plan.
- e. If an instructor receives a grant or fellowship, or receives wages for other employment during the sabbatical the instructor's pay from Jackson Community College will be reduced so that the instructor's total income during the sabbatical leave will not be more than one and one-third (1-1/3) times the instructor's salary as printed in Appendix A.
- f. No more than five percent (5%) of the faculty shall be on sabbatical leave at the same time.
- g. The department chair must demonstrate to the Dean of Faculty that the leave will not result in any loss of efficiency in the department or any substantial negative impact at a course or program level.
- h. When possible, the college shall hire short-term replacement for instructors applying for sabbatical leaves if their assignments cannot be assumed by other members of the staff.
- i. An instructor who receives a sabbatical leave shall return to the college for a period of two (2) years or refund, on a prorated basis the salary received during the leave period.
- j. Application Dates and Plan
  - (1) Applications for sabbatical leaves shall be submitted to the Personnel Review Committee by November 1 preceding the academic year in which the leave request falls. Board action shall be at the next regularly scheduled meeting following a recommendation of the Personnel Review Committee.



- (2) Included with the application will be a plan for sharing and/or demonstrating the work of the sabbatical and/or its impact on teaching and learning.

C. Leaves of Absence Non-Paid

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



6. Professional Association Officer/Staff

A leave of absence of one (1) year may be granted to any instructor, upon written request, for the purposes of serving as an officer of a professional association or as paid staff member of such association. Such leave should begin at the beginning of a semester. The leave may be extended for one (1) additional year upon written request of the instructor ninety (90) days prior to the instructor's scheduled return to teaching.

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

7. Family Medical Leave Act

Under specified circumstances related to family health care and childbirth up to twelve weeks of unpaid leave per year will be granted in accordance with the Family and Medical Leave Act of 1993 (FMLA). Childcare and/or adoption leaves beyond the limits of FMLA may be granted.

D. Continuation of Benefits While on Leave

1. Non-Paid Leaves

- a. Experience credit on the salary schedule will continue to accrue for all the types of non-paid leaves specified in Section C of this article except as constrained in Section A.7.b of this Article.
- b. During unpaid leaves that do not qualify under the Family Medical Leave Act of 1993, instructors may arrange to continue college group insurance at the group rate, premiums to be paid by the instructor.
- c. An instructor on unpaid leave shall retain all years earned toward sabbatical leave, but shall not accrue additional years while on leave.

2. Sabbatical

- a. Experience credit on the salary schedule will continue to accrue while on sabbatical leave.
- b. All benefits provided under this Master Agreement shall be guaranteed to an instructor on sabbatical leave.
- c. Group Term Life Insurance will be continued.
- d. Each faculty member granted a sabbatical leave shall be granted a stipend equal to the amount necessary to purchase the service credit for the sabbatical leave allowable by the Michigan Public School Employees Retirement System. The stipend will be based on the annual salary as required by the MPSERS as of the first date of eligibility. The college shall purchase the service credit directly if allowed to do so under the rules of the retirement system. If not so allowed, the college will pay the stipend to the faculty member by the end of the year following return from the leave.

E. Retirement

1. Instructors contemplating retirement shall give notice of their intentions four (4) months before the effective date. Such notification shall be binding on both parties.
2. Fifty (50) dollars per year of service with the college, under either Board, will be paid upon retirement to any instructor who has served a minimum of ten (10) years.

F. Physical Examinations

1. At the request of the President, any instructor shall receive a physical examination by a physician selected by the college from a list approved by the instructor covering any condition which appears to interfere seriously with the instructor's performance of duties. The cost of such examination shall be borne by the Board.
2. Each instructor shall submit a report of a recent TB test or chest X-ray pursuant to State Law. All nursing and allied health instructors will submit an annual report of a TB test. In addition all nursing and allied health instructors will either submit a report verifying that they have procured Hepatitis B immunizations or sign a statement that they were offered immunization but declined.

G. Admission to Courses

1. Instructors on Annual or Continuing Contract or Emeriti with ten (10) or more years of service to the college, shall be granted full tuition grants and course fees (see 3) for any JCC classes they desire providing there is no conflict with their own current assignment.
2. Spouses, natural and/or legally adopted dependent children and/or children qualified for dependent status according to IRS regulations of instructors shall be granted full tuition grants and course fees (see section 3 below) to any classes for which they meet the entrance requirements.
3. Course fees in 1 and 2 above shall exclude aviation flight, CEU and CED fees.
4. Tuition vouchers are not applicable to CFO courses for tuition and/or fees.
5. The above benefits shall continue for spouses and dependent children of deceased faculty members.
6. Other relatives or dependents of faculty members are excluded from this provision.

## ARTICLE IX – Grievance Procedure

### A. Definition

A grievance is hereby defined to be any dispute or controversy between the parties to this Agreement, or between the administration and any instructor covered by this Agreement with respect to matters arising during the term of this Agreement out of the provisions or administration of this Agreement. When referred to hereinafter, days shall mean working days unless otherwise herein stated.

### B. Time Lines

1. To be valid, a grievance must be filed at Step 1 or Step 2 within twenty (20) days from the time the grievant became aware or should have been aware of the event which gave rise to the alleged grievance. Time periods may be extended by mutual agreement by the parties.
2. The number of days indicated at each step should be considered as maximum and every effort should be made to expedite the process. However, the time limits may be extended by mutual consent. Failure to answer a grievance at any step shall be considered a denial of the grievance.

### C. Representation

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

### D. Witnesses

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

### E. Informal Level

Any instructor believing he/she has a basis for a grievance will first informally discuss the grievance with his/her Department Chair or immediate supervisor. If, after the discussion, the instructor still believes a grievance exists, the instructor may file an individual grievance or an association grievance may be filed on his/her behalf. An individual grievance may be made an association grievance at any time during the processing of the grievance.

### F. Association Grievance

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

### G. Board Grievance

In the event the Board believes there has been a breach of the contractual agreement by the Association, then the President shall have the right to present the matter to the Association Grievance Committee in writing. A meeting shall then be held within ten (10) days. If the matter cannot be resolved, mediation may be requested. If mediation cannot settle the dispute, arbitration may be invoked.

### H. Discharge

In the event of a discharge, the aggrieved party may file a grievance within ten (10) days directly at Step 2.

I. Grievance Procedure

Step 1: Dean of Faculty

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

Step 2: President

A grievance appealed to Step 2 shall be discussed between the President or his/her designee and the grievant and the Association representative(s). The meeting shall be held within eight (8) days of the presentation of the grievance. Following the meeting the President or his/her designee shall answer the grievance in writing within five (5) days. A copy of the answer shall be given to the Association.

Step 3: Arbitration

If the Association is not satisfied with the disposition of the grievance at the previous step or if no disposition has been made within the period provided, the grievance may be submitted to arbitration before an impartial arbitrator. This must be done within twenty (20) days following the association's receipt of the disposition of the grievance.

1. If the parties cannot agree on an arbitrator within ten (10) days after the demand for arbitration has been made, the arbitrator shall be selected pursuant to the rules and procedures of the American Arbitration Association whose rules shall likewise govern the arbitration proceeding.
2. Except as provided by law, the parties shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.
3. Powers of the Arbitrator
  - (a) The arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement.
  - (b) If any faculty member for whom a grievance is filed, processed, or sustained shall be found to have been unjustly discharged or demoted, the arbitrator shall be empowered to determine whether he/she shall be restored to his/her former position with full reimbursement of all professional compensation lost or shall have the authority to reduce the penalty.
4. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
5. The fees and expenses of the arbitrator shall be paid by the party not sustained in the arbitration and the arbitrator shall be empowered to assess costs in accordance with this concept.

- J. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participants.
- K. It is agreed that the aggrieved party and the Association shall be furnished with any information possessed by the Board or the Administration necessary for the processing of any grievance or complaint.
- L. Individual Grievances  
Nothing contained herein shall be construed to prevent any instructor from presenting a grievance and having the grievance adjusted without the intervention of the Association. However, no grievance shall be adjusted without prior notification to the Association and an opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement.
- M. In the administration of the grievance procedure, the representation of the faculty members is solely the responsibility of the Association.
- N. Withdrawal of Grievance  
A grievance may be withdrawn at any level. However, if in the judgment of the Association Grievance Committee the grievance affects the welfare of the faculty, the grievance may be continued to be processed as a grievance of the Association. A grievance, continued by the Association, may only be moved to arbitration when a faculty member is a joint party to the grievance.
- O. Non- Reprisal  
No reprisals of any kind shall be taken against any faculty member for participating in any grievance.

## ARTICLE X – Professional Growth

### A. Annual Professional Responsibilities Plan (APRP)

1. By March 1 of each year, the Dean of Faculty will notify all faculty and departments of the need to submit an annual professional responsibility plan (APRP) for the following year. The APRP must include the elements of the evaluation process that identified below, and be consistent with the shared governance plan of the department:
  - a. Observed effectiveness in teaching and in preparation of materials, and willingness to counsel students.
  - b. Professional alertness in relation to both the discipline and to instruction.
  - c. Contributions to the departmental and institutional development.
  - d. Concern with the maintenance of effective relationships among departments, between the college and other educational institutions and between the college and the community.
  - e. In addition the APRP will include the documented use of student evaluations including a copy of the form(s) utilized, a summary of the results and a record of any action(s) taken. The elements of the end of semester student evaluation will be delineated in the faculty manual.
  - f. Activities that may satisfy these evaluation areas and APRP forms are delineated in the Faculty Manual.
2. The faculty member, in consultation with his/her department chair, will develop an APRP and submit it to the Dean of Faculty by May 1.
3. By April 1, of the following Winter semester, the faculty member will provide a summary report on the completion of his/her plan to the Dean of Faculty for review.
4. Failure to provide an APRP and/or documentation of the completion of the plan may result in a letter being placed in the instructor's personnel file. Failure to provide an APRP and/or documentation of the completion of the plan for two successive years constitutes a willful deficiency of professional performance (see Article XI, section B - Breaches of Professional Behavior). If the instructor rectifies the lack of documentation, any references to the initial deficiency shall be removed from the instructor's personnel file.

B. Instructors On Annual Contract

Instructors on annual contract will be responsible for the following:

1. An APRP as specified in Section A above.
2. A reflective statement of teaching (approximately 4-6 pages to include:
  - a. Teaching responsibilities
  - b. Teaching philosophies, strategies and objectives
  - c. Efforts to improve teaching (not all may be applicable)
    - (1) Workshops, Conferences
    - (2) Readings
    - (3) Course offerings
    - (4) New course materials
    - (5) Professional memberships
    - (6) Short and long term professional goals
3. Mentor
  - a. The department shall appoint a mentor for each instructor on annual contract. The mentor shall receive release time as part of his/her annual load or a stipend (see Article VII, B).
  - b. The mentor assignment shall be voluntary and for one (1) year subject to review by the mentor teacher and the annual contract instructor. Either party can request a change in the mentor assignment at any time, such request shall be granted. Only one (1) such request shall be made during any contract year.
  - c. The mentor shall, consistent with the mentor guidelines in the faculty manual, provide assistance such as peer review, assist in the student evaluation process and the collection of other portfolio data such as:
    - (1) Representative instructional materials for one or more instructional settings, including syllabi.
    - (2) Measures of student achievement and learning.
    - (3) Summation of peer reviews.
    - (4) Teaching honors or awards.
    - (5) Other material deemed appropriate.
  - d. The mentor teacher shall not serve in either a supervisory or evaluator capacity.
4. Data Review
  - a. Materials, as described in Section B, 1-3 above, for the data review shall be turned in to the Dean of Faculty by March 1. By April 1 of each year the Dean of Faculty will have reviewed the data compiled and presented by the instructor on an annual contract as well as departmental input.



- b. Materials, as described in Section B, 1-3 above, for the assessment as well as a departmental recommendation shall be turned in to the Dean of Faculty by March 1. By April 1 of the third year of the annual contract the Dean of Faculty will meet with the instructor and the mentor to assess professional growth. The Dean will notify the instructor within five (5) working days of his/her intent to place the instructor on a continuing contract or to non-renew the instructor. (see Article XI, Section B, 1-3)
- C. Instructors On Continuing Contract  
Instructors on continuing contract will develop an APRP pursuant to Section A above.
- D. All monitoring or observation of the work performance of an instructor shall be conducted openly with his/her full cooperation. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.

## ARTICLE XI -- Professional Behavior and Improvement

### A. Personnel File

1. The Human Resources Office will maintain the only official personnel file on all instructors. This file generally includes:
  - a. Transcripts of the instructor's academic record and any other earned certificates and licenses.
  - b. Copies of all contracts with the college.
  - c. Materials and records relevant to activities as a member of the professional staff of the college.
  - d. The administrative copies of evaluations and/or Annual Professional Responsibilities Plan forms and year end summaries.
2. No material shall be placed in an instructor's personnel file unless the instructor is provided copies of such material and given the right to review and respond to such material. Any written response will be included in the file at the instructor's request.
3. No material concerning the personal or private life of an instructor shall be placed in his/her personnel file.
4. All disciplinary action regarding an instructor's conduct will be removed from the instructor's personnel file after a period of two (2) years unless active litigation, grievance, or agency investigations/procedures regarding that disciplinary action are in process. It shall be the responsibility of the instructor to request removal of disciplinary materials from the personnel file.
5. Each instructor shall have the right to review and challenge that part of the contents of the personnel file that has been developed concerning the individual's employment by the college. A representative of the Association may be requested to accompany the instructor in such a review. Confidential credentials and related personal references normally obtained at the time of employment are specifically exempted from such review and shall be removed prior to the review of the file.

### B. Breaches of Professional Behavior

Willful deficiencies in professional performance, abuses of personal illness leave or other leaves, chronic tardiness or absence or other violations of discipline by an instructor reflect adversely upon the teaching profession and create undesirable conditions in the College.

1. Alleged breaches of discipline violations of the Master Agreement shall be reported to the offending instructor and to the Association within five (5) working days of the administration becoming aware of the situation.
2. The Association will use its best resources to correct breaches of professional behavior by any instructor and, in appropriate cases, may lend its support to proper administrative disciplinary procedures.

3. It is understood breaches of professional behavior may lead to disciplinary action.

C. Professional Competency Notification/Procedures

1. A Professional Competency Notification may be given by the Dean of Faculty if serious deficiencies related to instruction have been documented.
2. The professional competency notification shall specify the reasons for the issuance of said notification and establish a meeting between the instructor, his/her Association Representative and the Dean of Faculty to develop a Plan of Assistance.
3. A Plan of Assistance must contain timelines and particular assistance to meet the desired goals and competencies necessary to rectify the deficiencies delineated in the professional competency notification.
4. After partial or nearly complete successful implementation of a Plan of, the Dean of Faculty (with agreement of the Assistance Committee) may continue specific points of the Plan which have not been successfully but not, in any event, longer than three (3) years.
5. Failure to demonstrate growth through the Plan of Assistance may lead to discipline or probation.
6. When an instructor demonstrates appropriate growth through utilization and implementation of a Plan of Assistance all record of the Plan of Assistance and Professional Competency Notification shall be removed from the instructor's record.
7. Each Plan of Assistance will be developed and implemented by the Dean of Faculty. An Assistance Committee will be available to meet with the instructor and the Dean when a Plan of Assistance is in effect. The Assistance Committee will include three (3) people; one (1) of whom will be appointed by the President, one (1) will be appointed by the Association, and the third member will be by mutual agreement of the two (2) appointees. If no agreement on the third person is reached within ten (10) days, after the Plan of Assistance is seen by the instructor, then a drawing from three (3) names presented by each of the appointees shall determine the third member of the Committee. All the names presented must be current full-time employees of the college and must have been so for at least five (5) years. Any member of the bargaining unit, selected by the drawing, may decline to serve. The members of the Assistance Committee will not be witnesses in any grievance relating to the dismissal of the instructor involved unless the instructor, by written request, allows all the Committee members to be such witnesses.

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

D. Continuing Contract Instructors: Probation

1. A continuing contract instructor shall not be terminated without a period of at least one (1) year, except for retirement or serious misconduct.
2. Probation shall be established by the Board of Trustees on the recommendation of the Dean of Faculty and the President of the college, following an interview with the instructor. Written notification of the intent to recommend probation shall be sent to the instructor and the Association within one week of the decision.
3. No instructor on continuing contract shall be placed on probation, dismissed, publicly reprimanded or otherwise disciplined without just cause and proper procedure. Such action will be subject to the professional grievance procedures as described in this Master Agreement.
4. An instructor on probation will have his/her progress reviewed periodically by the Dean of Faculty with special attention paid to any reduction or correction of the stated deficiencies. The Dean of Faculty and the President shall then recommend to the Board either the removal of probation or termination of contract. The instructor will be notified in writing with a copy to the Association, by April 1 if his/her contract is to be terminated or by April 15 if he/she is to be removed from probation.

E. Counseling and Discipline

The President or a representative shall have the right to counsel with an instructor regarding his/her professional performance or behavior, provided the instructor is notified in writing in advance of the subject to be discussed. In the event a reprimand, warning, or disciplinary action is planned, reasonable advance notification shall be given the instructor and the Association; and either party shall be entitled to have a representative present or to have witnesses to participate in the discussion. If the request is made, no action shall be taken until such member is present. A record may be kept of such meeting if requested by either party. Instructors shall be given a written statement of reason for a reprimand, warning, or disciplinary action along with a suggested program for the correction of deficiencies.

F. Student Complaints/Academic

A student complaint is any non-civil rights related complaint generated by the student concerning the work-related activities of any member of the bargaining unit (such as grade disputes).

Instructors shall not be subject to any disciplinary action as a result of a student grievance over strictly academic issues. The following steps are required of students wishing to file a complaint:

1. Students must initiate a conference with the instructor with whom they have a complaint no later than the end of the fourth week of the Fall or Winter semester following the relevant incident/dispute. One representative, who must be from JCC (a current student, instructor or administrator) may be requested by each party to participate in this informal meeting.
2. If the conflict isn't resolved in the meeting between the student and instructor, the student, if he/she chooses to pursue the matter further must put the complaint in writing using the form provided and submit it to the appropriate Department Chair.
3. The Department Chair will convene a meeting with the student and the instructor. Following the guidelines in the faculty manual. The department chair will conduct any necessary investigation prior to the meeting.
4. If the student or instructor is unsatisfied with the results of the meeting with the department chair, the formal written complaint and the instructor's written statement of facts as he/she understand them will be submitted to the relevant School Dean. The Dean shall promptly provide the instructor and the Association President with a true and complete copy of the student's written statement(s).
5. Within five (5) work days of the time the instructor and the association should have received the copies of the student's written statement(s), the Dean shall contact the instructor and the association president to arrange a formal hearing. Parties of interest shall include the student, the ombudsman (if the student so desires), the instructor, his/her Association representative and the Department Chair. Other individuals may be present at the hearing but they have no status and may not actively participate in the proceedings.
6. Within five (5) work days after the hearing, the Dean will distribute a written resolution of the complaint to the student, instructor and the association president. The written resolution will state the facts as assessed by the Dean and indicate that appropriate action will be taken. No statement of disciplinary action will be disclosed to the student until final resolution of the complaint. If the College plans to discipline the instructor, as a result of this complaint, the instructor and the Association President will be notified, in writing, accompanying the written resolution of the complaint.
7. In the event that either the student or the instructor is not satisfied with the Dean's disposition of the complaint, the disposition may be appealed to the President within five (5) work days.

8. Within five (5) days of the President's receipt of an appeal, he will arrange a meeting with the parties of interest and their respective representatives in an attempt to resolve the matter.
9. Within five (5) work days after the meeting with the President, the President shall give a written disposition of the matter.
10. The disposition of the President may be the subject of a grievance, initiated at Step 2 under the grievance procedure contained in the Master Agreement.

G. Civil Rights Based Complaints

Civil Rights based complaints shall be referred to and handled by the compliance officer. In the event that any dispute involves potential violations of civil rights, including sexual harassment, the procedure outlined in the student handbook and the faculty manual shall be in effect.

Any bargaining unit member accused of Civil Rights violations shall be entitled to full due process before any disciplinary action is taken.

## ARTICLE XII – Professional Compensation

### A. Dates of Issue and Return

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

### B. Annual Contracts

#### 1. Continuing Track

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

#### 2. Non-Continuing Track

- Annual Contracts may be issued for non-continuing contract positions as temporary replacement for sabbatical, disability, and other leaves; grant funded programs, experimental programs or other temporarily funded programs.
- a. These positions will remain in existence only for the duration of the temporary funding and will not be used to replace the regular full-time teaching force of the College.
  - b. If a Continuing Contract track vacancy occurs in the teaching force of the College an instructor defined above, may apply.
  - c. If the College determines that a position funded under this provision becomes permanent and the current instructor is retained, time in the position shall be counted toward a continuing contract.
  - d. If a person who has been hired in a non-instructional, non-continuing contract position is granted a contract in a continuing contract teaching assignment, non-instructional teaching time at the college would not apply toward the requirement for a continuing contract.
  - e. Positions created under this provision may be “bumped” under provisions of Article XIII.
  - f. If funding is discontinued the faculty member will be notified in writing not less than thirty (30) days prior to termination.



- g. Positions created under this provision shall be reviewed prior to February 15 each year by the College and the Association.

C. Continuing Contracts

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

D. Contract Forms

Contract forms are attached as Appendix B of this Agreement.

E. Travel and Faculty Development Fund

1. Release Time for Travel  
An instructor shall be released from regular duties without loss of salary at least two days per year for the purpose of participating in area or regional professional or inter-institutional visitations.
2. Faculty Development Fund  
Faculty development shall include the following: membership in professional organizations, journals, travel, and other professionally related activities.
  - a. Each division or department shall have a faculty development allowance of \$250 per year.
  - b. In addition, each faculty member will have a development allowance of \$350 per year credited to him or her.
  - c. Instructors assigned to more than one department shall receive their development allowance from the department of their major assignment.
  - d. The department will administer the use of the departmental allowance and any unused funds turned over to the department by the individual faculty member. The method of administration will be determined by the department members.
  - e. A contingency fund of \$250 will be established for travel for any instructor who is appointed or elected to a state, regional or national professional committee in his/her specialized area. This fund will be kept separate from the regular faculty development allowance.

F. Salary Schedules

1. The salary schedules for bargaining unit members are set forth in Appendix A.

2. Step advancement is on an automatic yearly basis until maximum is reached.

G. Placement of New Faculty

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

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

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

H. Definitions of the Qualification for Salary Classification

1. Instructors are classified for salary purposes into four (4) classes based on academic preparation. Promotion to a higher class is recommended by the Personnel Review Committee on the following criteria:

Class I	Bachelor's Degree or equivalent.
Class II	Master's Degree or 30 semester hours of graduate credit beyond Class I.
Class III	Master's Degree plus 30 semester hours of graduate credit after qualifying for Class II OR 60 semester hours graduate credit beyond Class I, including the Master's Degree.
Class IV	30 semester hours of graduate credit in addition to Class III requirements (or the earned Doctorate).

2. An employee without a Bachelor's Degree but qualified for a specific professional position in relation to the instructional program of the College may be employed on Class I with step placement according to allowable experience. In this category, however, Steps 9 and 10 will not apply and the employee will not be eligible for a continuing contract nor rank designation until a Degree or equivalent has been obtained.
3. Professional or institute courses may be evaluated as graduate equivalency when approved by the Personnel Review Committee and the President.
  - a. The Personnel Review Committee shall approve and the college shall grant one (1) credit hour for each twenty (20) hours of instruction required by the State Department of Education under Article XIV, Section C.
  - b. Guidelines for evaluating professional or institute courses:
    - (1) An activity attended by a faculty member that does not contain a formal evaluation of the participant will be considered for equivalent graduate credit at the rate of forty-five hours of the course for one equivalent credit (45:1)
    - (2) An activity requiring the participant to complete a project reinforcing the new skills presented during the activity will be evaluated at the rate of thirty hours of the course for one equivalent credit (30:1).
    - (3) An activity requiring a formal written examination or evaluation of the participant will be evaluated at the rate of fifteen hours of the course for one equivalent credit (15:1).
    - (4) Proof of the formal written examination or evaluation is to be supplied by the faculty member. Written documentation from a sponsoring institution or organization, or samples of projects or exams or other relevant documentation will be submitted to the committee by the faculty member.
    - (5) If there is graduate credit available from the university and/or institution, the faculty member must apply for it in place of the equivalent graduate credit.
    - (6) Course hours may be accumulated to reach the requirements above.
    - (7) Advance approval for professional or institute courses must be obtained except where only fractional credit could be granted. For fractional credit, notice to the committee of attendance at the activity will be all that is required until enough hours have been accumulated for the granting of equivalent credit.
4. Class Advancements
  - a. Undergraduate Credit
    - (1) Class advancements involving undergraduate credit heretofore approved will remain unchanged.

(2) Credit for undergraduate courses related to an instructor's primary assignment will be counted for class advancement provided that:

- (a) The course is not offered at the graduate level within a reasonable commuting distance, and the course is or would be counted toward a graduate program of study. The faculty member must submit documentation from the institution granting the credit or
- (b) The Dean of Faculty has confirmed that the course(s) or program of study will directly enhance JCC program offerings.

(3) Advance approval by the Personnel Review Committee is recommended but not required.

- b. It is the responsibility of the instructor to supply verification of credits and certificates to the Board.
- c. Requests for salary class change should be submitted within one semester of completing the requirement for the new salary class. Retro-activity is limited to one semester prior to submitting the request.
- d. For any class advancement, at least twelve (12) semester credits must be earned in college graduate-credit courses.
- e. In moving from one class to a higher class placement, step advancement shall be maintained.

5. Employment

Employment directly related to the teaching area of an instructor may be evaluated as equivalent credit for class advancement on the salary schedule. The employment should be in a position in a business, industry, or an activity appropriate to the instructor's teaching area wherein his/her students would be employed. Such credit, including the number of hours of employment, shall be processed through the Department Chairperson and must be reviewed for appropriateness in advance by the Personnel Review Committee. Final determination of the application shall be made by the President.

a. Full-Time Employment

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

b. Part-Time Employment

- (1) All part-time work will be evaluated at 75:1 ratio (15 weeks times 5 hours per week equals 1 equivalent graduate credit).
- (2) During the instructor's teaching portion of the academic year an individual may not earn more than two (2) equivalent graduate credits in any one (1) semester (Fall, Winter, Spring).
- (3) The total equivalent graduate credits for work may not exceed four (4) during their teaching portion of the year.
- (4) During the non-teaching period the faculty member could earn up to eight (8) equivalent graduate credits (same as working full-time during the summer --- See Section H,5a of this Article).

c. Internships

Internships applicable under Article VIII, B, 7, shall be directly related to the instructor's teaching field as determined by the President of the college. Financial arrangements shall be part of the instructor's proposal for sabbatical leave and shall be controlled by the following conditions:

- (1) The instructor's base salary shall be reduced by the amount of any stipend or other salary resulting from an internship appointment for one semester.
- (2) College salary and internship stipend may not exceed the regular amount as determined on the current salary schedule during a full year sabbatical leave.
- (3) Additional compensation may be approved by the college during a full year sabbatical in the event no stipend or a minimal stipend is provided.
- (4) Income beyond the instructor's college salary and internship stipend or other salary shall be included only at the instructor's request.

5. Salary Adjustments

The following salary adjustments are made for faculty members in Classes III and IV:

- a. For an earned Specialist or similar certificate, an annual salary addition as specified in Appendix F shall be approved, or
- b. An annual salary addition as specified in Appendix F shall be approved upon certification by the Dean of Faculty or the student's advisor of the graduate school that the applicant has been admitted to a program leading to Doctor's Degree and that a minimum of one (1) full year of organized graduate work beyond the Master's Degree has been satisfactorily completed.

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

- c. For an earned Doctorate Degree an annual salary addition as specified in Appendix F shall be approved.

I. Personnel Review Committee

1. The functions of this Association-Administration continuing committee are as follows:
  - a. They will review the initial Step and Class placement of new instructors during the first semester of employment. Instructors shall be present at the time of the review.
  - b. They will review applications for Step and Class adjustments for present faculty members.
  - c. They will review applications for sabbatical leaves.
  - d. They will review applications for graduate equivalency for work experience for presentation to the President.
  - e. Based on those reviews, they will make recommendations and presentations to the President.
2. The membership of this committee is as follows:
  - a. Three administrators.
  - b. The chairperson of the Department of the applicant.
  - c. Five (5) members from the Faculty Association.
  - d. A Chairperson and Secretary-Recorder will be selected by the committee from its membership at the beginning of each academic year.

J. Debate and Forensics Coach

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

K. Salary Payment

1. The salary of each instructor shall be paid on a bi-weekly basis.
2. Instructors will be paid on a bi-weekly pay schedule each contract year with the following exceptions:
  - a. Upon completion of the class assignment and APRP, the instructor may elect to receive the remainder of his/her pay with approval of the Dean of Faculty. Payment will be on the pay date following notification to Human Resources.

3. For deviation from the contractual year other than Article VII, Section B.1, the daily pay rate will be computed on 1/181 of the salary printed in Appendix A plus department chair and academic stipends.
4. Salary checks are to be deposited electronically, mailed or available for pick-up in sealed envelopes at the instructor's option.

L. Faculty-Prepared Instructional Material

1. Material Prepared on Own Time  
Salable material developed by staff members on their own time shall not become the property of the college, but such materials may be sold to students of Jackson Community College only under an agreement with the college.
2. Material Prepared on Contract Time  
Salable material developed by staff members during time allocated for that purpose and compensated for by the college shall become the property of the college and royalties accrued therefrom shall be distributed on the basis of 25% to the inventor or inventors, author or authors and 75% to the college unless another method of distribution of proceeds was arranged prior to the development of the material. Materials prepared for Jackson Community College students use under these conditions shall be sold to the students with no profit to the author. Patents or copyrights shall be issued to the inventor or author and the college or its assignees.

M. Non-Credit Instruction

When full-time faculty are utilized for non-credit workshops, seminars, professional continuing education activities and/or other such activities, the faculty member and the administration will establish the compensation and payment schedule, in writing. The minimum rate of pay is specified in Appendix F. Compensation will be paid through payroll.



## ARTICLE XIII –Staff Reduction

### A. Involuntary Layoff

1. When it is necessary to decrease the size of the instructional staff because of financial exigency and/or the level of credit-generating units, the President shall meet and consult with the President of the Faculty Association. Affected departments or areas shall have an opportunity to make recommendations and present alternatives to staff reductions to the President. The President then may recommend to the Board of Trustees that the teaching force be reduced as appropriate, necessary and in a reasonable manner. The reduction in teaching areas will be made by notifying such instructors of layoff subject to seniority in the inverse order of their appointment. Notice of intent to layoff shall be given to the instructor in writing by April 15 for the following academic year.
2. Procedure
  - a. Within assigned teaching areas (previously assigned classes) the reduction of force shall be accomplished by first non-renewal of adjunct instructor contracts, then layoff of annual instructors, and finally, if needed, layoff of instructors on continuing contract. Only instructors on continuing contract can exercise seniority in other teaching areas. They can only replace instructors on adjunct and annual contracts. When possible and with the instructor's permission, an instructor may be given a part-time teaching assignment with a proportional reduction in salary in lieu of layoff.
    - (1) Automatic bumping rights: Bachelor's Degree with a major in the discipline which they desire to bump; Master's Degree in the discipline which they desire to bump; or prior college teaching experience at Jackson Community College, or other approved college or university (see Appendix J), within the last five (5) years in the discipline area.
    - (2) In addition, the Dean of Faculty or designee will evaluate the currency and relevancy of other academic activity, practical experience, other teaching experience and related information to determine qualifications to exercise bumping rights of the faculty member.
    - (3) The Dean may jointly agree with the instructor on a formalized plan to update skills and knowledge base. Such plan may include a reduction in the teaching load of the individual to accommodate implementation of the plan.
  - b. It shall be the mutual responsibility of the Board and Association representatives to meet jointly with instructors who receive layoff notices to advise the individual of employment options available under provisions of the Master Agreement.
3. Bumping Rights

Instructors wishing to exercise "bumping privileges into other areas must exercise the option within five (5) working days of Board of Trustees action placing them on layoff. Competency or experience in other teaching areas, as defined, must be demonstrated within ten (10) days. Based on such demonstration by an individual instructor, the Administration shall have five (5) additional working days to issue layoff notices to individuals involved in the "bumping" process. "Bumped" faculty members shall have a ten-working-day period to exercise "bumping" rights.

4. Recognizing its commitment to the teaching faculty, the college will endeavor to reduce the non-teaching force proportionately.
5. Recall  
When circumstances shall be appropriate, each instructor on layoff shall be reinstated in inverse order of layoff and in accordance with seniority. Such re-appointment shall not result in loss of status or credit for previous years of experience. No new appointments shall be made while there are available instructors on layoff who are adequately qualified to fill the vacancies unless such instructors shall fail to advise the President of acceptance of re-appointment within fifteen (15) days from the date of notification by the President of positions available. Notifications shall be by registered mail (return receipt requested) at the last known address of the instructor.
6. Interruption Compensation  
In the event a faculty member who has been granted continuing contract status is laid off, due to staff reduction, such faculty member shall receive an amount of \$2,000 through payroll as interruption compensation. Said amount shall be transmitted to the affected person within ten (10) days of notice of layoff. Should the faculty member be reinstated and accept same, without loss of time, the interruption pay will be deducted from his/her next year's salary in equal amounts over the twenty-six (26) pay periods.
7. Outplacement Assistance  
In the event of layoff, the college shall provide assistance to full-time faculty members having six (6) or more semesters (fall or winter) of employment with the college in locating a comparable position through a professional outplacement service with a nationwide employment agency for up to one year. This service shall include resume development, skills evaluation and job search services. The laid off faculty member shall be eligible to receive up to \$2,200 worth of services, payable to the agency of his/her choice, within one year of the date of his/her layoff. In the event the provider does not wish to invoice the cost of the services, a check for the cost of the services will be issued payable to both the faculty member and provider.
8. This article is specifically subject to the grievance procedure.
9. Seniority  
Seniority shall be defined to mean the amount of time employed as a member of the bargaining unit measured from the date of acceptance of any letter of appointment for hiring through the length of contract issued.
10. Leaves shall not constitute a break in continuous employment; however, seniority shall not accrue except in the case of sabbatical and leaves for ill health. Time spent on layoff pursuant to this agreement shall not constitute a break in continuous employment and seniority shall continue to accrue.
11. The parties agree that layoffs pursuant to this Article shall be limited to not more than five percent (5%) of the number of continuing contract and continuing contract track faculty and laboratory assistant positions existing on the first day of the previous winter semester. Excluded from the number of faculty positions shall be resignations and retirements.

B. Voluntary Layoff

A faculty member identified in a low enrollment area who elects not to retrain, refuses a transfer, or does not successfully complete their retraining plan shall be deemed as accepting a voluntary layoff.

**ARTICLE XIV -- Miscellaneous**

A. Long Range Planning

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

B. Temporary and Experimental Programs

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

C. Faculty members are expected to comply with rules and regulations set forth by State and Federal agencies. (Examples: Federal Occupational Safety and Health Act, MI-OSHA, Michigan Department of Education, etc.)

## ARTICLE XV -- Negotiations

### A. Notification

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

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

### C. Past Practice

1. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.
2. This Agreement shall likewise supersede any constitutional or by-law provisions of the Association heretofore in effect.

### D. Individual Contracts

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

### E. Board Policies

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

### F. Distribution of Agreement

1. Copies of this Agreement shall be presented by the Administration to all new instructors at the time the appointment letter is issued.
2. The Association shall have fifty (50) copies of this Agreement for its use.

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

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

### I. Reserve Clause

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

## ARTICLE XVI – Faculty Development/Retraining Fund

### A. High/Low Enrollment Report

The college administration will annually assess future program and curricula direction to project changing institutional and staffing needs.

### B. Retraining

#### 1. Definition

The opportunity to retrain is provided to continuing contract instructors recommended by the Dean of Faculty in order to improve or increase capacity in certain instructional areas. Retraining will include: moving from one content area to another by choice or because of low enrollment and/or to obtain significant new knowledge or skills within the instructor's content area.

#### 2. Eligibility for Retraining

Based on the high/low enrollment report (see Section A of this Article), the College shall project areas of low and high future staffing needs, and then provide an opportunity for career retraining for full-time continuing contract faculty in identified low-demand areas who wish to pursue retraining in identified high-demand areas. Continuing contract instructors who are not in identified low enrollment area may self-identify to the Dean of Faculty with a request or retraining consideration.

#### 3. Retraining Program

##### a. Program Guidelines

1. The College will provide financial reimbursement for course work only (books and tuition) and other training opportunities when the eligibility standards have been met (see section B, 2 of this Article).
2. An established retraining plan shall be agreed to jointly by the Dean of Faculty and the faculty member involved, in writing. The plan shall minimally include: course of study, place of study, and timelines.
3. It is understood that no paid released time from regular college assignments will be part of the plan unless the instructor applies for and is granted a sabbatical leave or the instructor is participating in retraining under the conditions outlined in section D, 3 of this Article. Every effort will be made to accommodate teaching schedules to course work being pursued.
4. To remain in the retraining program the instructor must earn grades of at least the minimum required toward a degree at the institution of study.
5. It is understood that no transfer opportunities exist within the retraining area until the retraining plan is complete.
6. Least senior faculty in identified low-demand areas shall have first option for participation, as approved by the college administration.

b. Undergraduate Courses

The college will provide financial reimbursement (books and tuition) for upper level undergraduate courses taken by a continuing contract faculty member as part of a retraining plan when the instructor meets the eligibility requirements (see section B.2 of this Article) for retraining and the following criteria:

- (1) The faculty member lacks the prerequisites required to take graduate courses in the subject and
- (2) The Dean of Faculty approves the proposed undergraduate course in advance, in writing.

c. Retraining Resources

1. The college administration shall establish a fund of \$20,000 annually to pay for instructional costs on behalf of faculty members based upon criteria established above. Priority will be given to continuing contract instructors teaching in identified low enrollment areas.
2. Retraining Fund  
Utilizing \$80,000 from the former stabilization fund an additional retraining fund will be established. In the event the requests exceed available funds (see section C.1 above) and by joint agreement this retraining fund may be used. Any unused funds at the end of each fiscal year shall carry forward.

d. Retraining Obligation

1. A continuing contract instructor who teaches in an area that has been identified as low enrollment for two consecutive years and chooses not to enter into a retraining plan shall be deemed as accepting a voluntary layoff should the college decide to eliminate the instructor's area.
2. A continuing contract instructor who is unsuccessful in completing his/her retraining program shall be deemed as accepting a voluntary layoff should the college decide to eliminate the instructor's area.
3. In the event of an unanticipated sudden decrease in student enrollment in a previously unidentified area the following procedure shall be followed:
  - (a) Whenever possible students currently in the program shall be supported to complete their course of study.
  - (b) The administration in consultation with the affected department will determine appropriate steps to be taken in the event that an attempt would be made to restore program enrollment.
  - (c) Should the administration determine that an enrollment increase is not possible the Dean of Faculty shall consult with the affected instructors to determine need in other areas. In general a training period shall not exceed one year unless approved by the Dean of Faculty. The Dean of Faculty will make a recommendation regarding granting release time during participation in retraining.

**ARTICLE XVII – Duration of Agreement**

This Agreement shall be effective as of September 1, 1998 and shall continue in effect until August 31, 2001. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

**BOARD OF TRUSTEES**

**ASSOCIATION**

By George T. Palle  
Chairman

By James B. Pagner  
President

By George J. J. J. J.  
Secretary

By Chris J. DeMarco  
Vice-President

By Diane M. Luby  
Chief Negotiator

By Joe O'Connell  
Chief Negotiator

By James J. Murray  
Negotiator

By Charles J. J. J.  
Negotiator

By William P. Russell  
Negotiator

By Shirley Bauman  
Negotiator

By Michael F. Kilbain C.P.C.  
Negotiator

Date of Signing 8-17-99



APPENDIX A

Index

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

Contributory Retirement

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

## APPENDIX A

### Faculty Salary Schedule

1998/99		Class	I	II	III	IV
Step	1		31,807	34,573	35,956	37,339
	2		33,881	36,993	38,721	40,450
	3		35,956	39,413	41,487	43,562
	4		38,030	41,833	44,253	46,673
	5		40,104	44,253	47,019	49,785
	6		42,179	46,673	49,785	52,896
	7		44,253	49,093	52,551	56,008
	8		46,327	51,513	55,316	59,119
	9		48,402	53,933	58,082	62,231
	10		51,168	57,045	61,539	66,034
1999/00		Class	I	II	III	IV
Step	1		32,761	35,610	37,034	38,459
	2		34,898	38,103	39,883	41,664
	3		37,034	40,595	42,732	44,868
	4		39,171	43,088	45,581	48,073
	5		41,307	45,581	48,429	51,278
	6		43,444	48,073	51,278	54,483
	7		45,581	50,566	54,127	57,688
	8		47,717	53,059	56,976	60,893
	9		49,854	55,551	59,825	64,098
	10		52,703	58,756	63,386	68,015
2000/01		Class	I	II	III	IV
Step	1		33,744	36,678	38,145	39,612
	2		35,945	39,246	41,080	42,913
	3		38,145	41,813	44,014	46,215
	4		40,346	44,381	46,948	49,516
	5		42,547	46,948	49,882	52,817
	6		44,747	49,516	52,817	56,118
	7		46,948	52,083	55,751	59,419
	8		49,149	54,651	58,685	62,720
	9		51,349	57,218	61,619	66,021
	10		54,284	60,519	65,287	70,055

**APPENDIX B**

**Annual Employment Contract**

April \_\_, \_\_\_\_

To: \_\_\_\_\_

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

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

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

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

JACKSON COMMUNITY COLLEGE

By \_\_\_\_\_  
President

**ACCEPTANCE**

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

Dated \_\_\_\_\_, \_\_\_\_\_. \_\_\_\_\_  
Signature

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

Dated \_\_\_\_\_, \_\_\_\_\_. \_\_\_\_\_  
Signature

Return all copies to Human Resources for receipt.

**APPENDIX B**

**Continuing Employment Contract**

April \_\_, \_\_\_\_

To: \_\_\_\_\_

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

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

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

JACKSON COMMUNITY COLLEGE

By \_\_\_\_\_  
President

**ACCEPTANCE**

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

Dated \_\_\_\_\_, \_\_\_\_\_. \_\_\_\_\_  
Signature

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

Dated \_\_\_\_\_, \_\_\_\_\_. \_\_\_\_\_  
Signature

Return all copies to Human Resources for receipt.

APPENDIX B

Faculty Assignment

Date \_\_, \_\_

To: \_\_\_\_\_

Your assignment for the \_\_\_\_ - \_\_ college year is as follows:

(title)

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

(stipend)

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

Please sign and return by \_\_\_\_\_, \_\_\_\_.

JACKSON COMMUNITY COLLEGE

Signed \_\_\_\_\_  
President

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

Dated \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
Signature

Copy Distribution  
White & Pink  
Canary

Human Resources  
Instructor keeps copy for own personal file

**APPENDIX B**  
**Faculty Assignment**

April \_\_, \_\_\_\_

To: \_\_\_\_\_

Additional assignment for the \_\_\_\_-\_\_ college year is as follows:

(type of overload)

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

(calculation)

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

Please sign and return by \_\_\_\_\_, \_\_\_\_.

JACKSON COMMUNITY COLLEGE

\_\_\_\_\_  
President

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

Dated \_\_\_\_\_, \_\_\_\_

\_\_\_\_\_  
Signature

Copy Distribution  
White & Pink  
Canary

Human Resources  
Instructor keeps copy for own personal file

JACKSON COMMUNITY COLLEGE CONSULTATION FORM

INSTRUCTOR:

PAGE 1

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

Total Contact Hours Per Week:

-----  
---

- 1. CLASS NOT PREVIOUSLY TAUGHT, WAIVER OF 55 DAYS PRIOR NOTICE.
- 2. TEACH SATURDAY CLASSES MORE THAN ONE REGISTRATION PERIOD.
- 3. TEACH SUNDAY CLASSES.
- 4. TEACH MORE THAN 5 DAYS IN A 7-DAY WEEK.
- 5. CLASSES BEFORE 9:00 A.M. FOLLOWING EVENING ASSIGNMENT.
- 6. EVENING CLASSES MORE THAN 2 EVENINGS PER WEEK.
- 7. NO FREE LUNCH HOUR BETWEEN 11 A.M. AND 2 P.M. EACH DAY.

I had a consultation regarding my schedule for \_\_\_\_\_.

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

Instructor's Signature \_\_\_\_\_ Date \_\_\_\_\_

Schedule verified (Chair) \_\_\_\_\_ Overload approved (Dean) \_\_\_\_\_



## APPENDIX C

### Calendar 1998/99

#### Fall Semester 1998

Mon.	Aug. 17	
	through	
Fri.	Aug. 21	Faculty Learning Days
Mon.	Aug. 24	Day and Evening Classes Begin
Sat.	Aug. 31	Saturday Classes Meet
Mon.	Sept. 7	Labor Day - No Classes
Tue.	Sept. 8	Meetings - Faculty & Administration -- No Classes
Fri.	Oct. 16	Student Progress Reports Complete
Tue.	Nov. 24	No Classes after 10 p.m.
Wed.	Nov. 25	
	through	
Sat.	Nov. 28	Thanksgiving Break -- No Classes
Sat.	Dec. 19	End of Fall Classes
Mon.	Dec. 21	Grades Due

#### Winter Semester 1999

Tues.	Jan. 5	
	through	
Fri.	Jan. 8	Faculty Learning Days
Mon.	Jan. 11	Day & Evening Classes Begin
Fri.	Mar. 5	Student Progress Reports Complete
Mon.	Apr. 5	
	through	
Sat.	Apr. 10	No Classes -- Mid-Semester Break
Sat.	May 8	End of Winter Classes
Mon.	May 10	Grades Due
Tue.	May 11	Faculty Learning Day/Commencement

#### Spring Session 1999

Mon.	May 17	Day and Evening Classes Begin (1 <sup>st</sup> Session)
Mon.	May 31	No Classes - Memorial Day
Mon.	Jun. 28	Spring (1 <sup>st</sup> Session) Classes End
Tues.	Jun. 29	Spring (2 <sup>nd</sup> Session) Classes Begin
Mon.	July 5	No Classes - Holiday
Tue..	Aug. 9	Spring Classes End
Wed..	Aug. 10	Grades Due

## APPENDIX C

### Calendar 1999/2000

#### Fall Semester 1999

Mon.	Aug.	16	Faculty Learning Days
	through		
Fri.	Aug.	20	Day and Evening Classes Begin
Mon.	Aug.	23	Saturday Classes Meet
Sat.	Sept.	4	Labor Day - No Classes
Mon.	Sept.	6	Meetings Faculty & Administration/No Classes
Tue.	Sept.	7	Student Progress Reports Complete
Fri.	Oct.	15	No Classes after 10 p.m.
Tue.	Nov.	23	
Wed.	Nov.	24	
	through		
Sat.	Nov.	27	Thanksgiving Break -- No Classes
Sat.	Dec.	18	End of Fall Classes
Mon.	Dec.	20	Grades Due

#### Winter Semester 2000

Tue.	Jan.	4	Faculty Learning Days
	through		
Fri.	Jan.	7	Day & Evening Classes Begin
Mon.	Jan.	10	Student Progress Reports Complete
Fri.	Mar.	3	
Mon.	Apr.	3	No Classes -- Mid-Semester Break
	through		
Sat.	Apr.	8	End of Winter Classes
Sat.	May	6	Grades Due
Mon.	May	8	Faculty Learning Day/Commencement
Tue.	May	9	

#### Spring Session 2000

Mon.	May	15	Spring (1 <sup>st</sup> session) Classes Begin
Mon.	May	29	No Classes - Memorial Day
Mon.	Jun.	26	Spring (1 <sup>st</sup> session) Classes End
Tue.	Jun.	27	Spring (2 <sup>nd</sup> session) Classes Begin
			Grades Due (1 <sup>st</sup> session)
Tue.	July	4	No Classes - Holiday
Tue.	Aug.	8	Spring (2 <sup>nd</sup> session) Classes End
Wed.	Aug.	9	Grades Due

## APPENDIX C

### Calendar 2000/01

#### Fall Semester 2000

Mon. Aug. 14	
through	Faculty Learning Days
Fri. Aug. 18	
Mon. Aug. 21	Day and Evening Classes Begin
Sat. Sept. 2	Saturday Classes Meet
Mon. Sept. 4	Labor Day - No Classes
Tue. Sept. 5	Meetings Faculty & Administration/No Classes
Fri. Oct. 13	Student Progress Reports Complete
Tue. Nov. 21	No Classes after 10 p.m.
Wed. Nov. 22	
through	
Sat. Nov. 25	Thanksgiving Break -- No Classes
Sat. Dec. 16	End of Fall Classes
Mon. Dec. 18	Grades Due

#### Winter Semester 2001

Tue. Jan. 2	
through	Faculty Learning Days
Fri. Jan. 5	
Mon. Jan. 8	Day & Evening Classes Begin
Fri. Mar. 2	Student Progress Reports Complete
Mon. Apr. 2	
through	No Classes -- Mid-Semester Break
Sat. Apr. 7	
Sat. May 5	End of Winter Classes
Mon. May 7	Grades Due
Tue. May 8	Faculty Learning Day/Commencement

#### Spring Session

Wed. May 14	Spring Day and Evening Classes Begin (1 <sup>st</sup> Session)
Mon. May 28	No Classes - Memorial Day
Mon. Jun. 25	Spring (1 <sup>st</sup> session) Classes End
Tue. Jun. 26	Spring (2 <sup>nd</sup> session) Classes Begin
	Grades due (1 <sup>st</sup> session)
Wed. July 4	No Classes - Holiday
Tue. Aug. 7	Spring (2 <sup>nd</sup> session) Classes End
Wed. Aug. 8	Grades Due

## APPENDIX C

### Calendar 2001/02

#### Fall Semester 2001

Mon.	Aug.	13	
	through		Faculty Learning Days
Fri.	Aug.	17	
Mon.	Aug.	20	Day and Evening Classes Begin
Sat.	Sept.	1	Saturday Classes Meet
Mon.	Sept.	3	Labor Day - No Classes
Tue.	Sept.	4	Meetings Faculty & Administration/No Classes
Fri.	Oct.	12	Student Progress Reports Complete
Tue.	Nov.	20	No Classes after 10 p.m.
Wed.	Nov.	21	
	through		
Sat.	Nov.	24	Thanksgiving Break -- No Classes
Sat.	Dec.	15	End of Fall Classes
Mon.	Dec.	17	Grades Due
Tue.	Dec.	18	Faculty Learning Day

#### Winter Semester 2001

Wed.	Jan.	2	
	through		Faculty Learning Days
Fri.	Jan.	4	
Mon.	Jan.	7	Day & Evening Classes Begin
Fri.	Mar.	1	Student Progress Reports Complete
Mon.	Apr.	1	
	through		No Classes -- Mid-Semester Break
Sat.	Apr.	6	
Sat.	May	4	End of Winter Classes
Mon.	May	6	Grades Due
Tue.	May	7	Faculty Learning Day/Commencement

#### Spring Session

Wed.	May	13	Spring Day and Evening Classes Begin (1 <sup>st</sup> Session)
Mon.	May	27	No Classes - Memorial Day
Mon.	Jun.	24	Spring (1 <sup>st</sup> session) Classes End
Tue.	Jun.	25	Spring (2 <sup>nd</sup> session) Classes Begin
			Grades due (1 <sup>st</sup> session)
Thur.	July	4	No Classes - Holiday
Tue.	Aug.	6	Spring (2 <sup>nd</sup> session) Classes End
Wed.	Aug.	7	Grades Due

## APPENDIX D

### Pay Dates

<u>PAYROLL</u>	<u>1998-99</u>	<u>1999/00</u>	<u>2000/01</u>	<u>2001/02</u>
1	Sept 4, 1998	Sept 3, 1999	Sept 1, 2000	August 31, 2001
2	Sept 18	Sept 17	Sept 15	Sept 14
3	Oct 2	Oct 1	Sept 29	Sept 28
4	Oct 16	Oct 15	Oct 13	Oct 12
5	Oct 30	Oct 29	Oct 27	Oct 26
6	Nov 13	Nov 11	Nov 10	Nov 9
7	Nov 25	Nov 24	Nov 22	Nov 21
8	Dec 11	Dec 10	Dec 8	Dec 7
9	Dec 23	Dec 22	Dec 22	Dec 21
10	Jan 8, 1999	Jan 7, 2000	Jan 5, 2001	Jan 4, 2002
11	Jan 22	Jan 21	Jan 19	Jan 18
12	Feb 6	Feb 4	Feb 2	Feb 1
13	Feb 19	Feb 18	Feb 16	Feb 15
14	Mar 5	Mar 3	Mar 2	Mar 1
15	Mar 19	Mar 17	Mar 16	Mar 15
16	Apr 1	Mar 31	Mar 30	Mar 29
17	Apr 15	Apr 14	Apr 13	Apr 12
18	Apr 30	Apr 28	Apr 27	Apr 26
19	May 14	May 12	May 11	May 10
20	May 28	May 26	May 25	May 24
21	June 11	Jun 9	Jun 8	Jun 7
22	June 25	Jun 23	Jun 22	Jun 21
23	July 9	July 7	July 6	July 5
24	July 23	July 21	July 20	July 19
25	Aug 6	Aug 4	Aug 3	Aug 2
26	Aug 20	Aug 18	Aug 17	Aug 16

Specific dates subject to change with notice.

## APPENDIX E

### Adjunct Instructor Pay Rates

(per contact hour unless otherwise specified)

Type	1998/99	1999/00	2000/01
Regular (BA) or Nursing (A.D.N.)	\$23.40	\$24.10	\$24.82
Regular (MA or PhD) or Nursing (BSN)	\$24.44	\$25.17	\$25.93
Nursing or Allied Health Clinical Associate Degree(per clock hour)	\$21.32	\$21.96	\$22.62
Nursing or Allied Health Clinical (BA, MA, PhD)(per clock hour)	\$22.36	\$23.03	\$23.72
Aviation Flight Instruction (per flight Hour)	\$22.50	\$22.50	\$22.50
Aviation Ground Instruction (per clock hour)	\$9.00	\$9.27	\$9.55
OE/OE Instruction and Non-Classroom ) (BA) (per Clock Hour)	\$15.60	\$16.07	\$16.55
OE/OE Instruction and Non-Classroom (MA or PhD) (per clock hour)	\$16.30	\$16.79	\$17.28

#### Additional

Adjunct I: add \$1.50 per contact hour or \$1.00 per clock hour

Adjunct II: add \$2.00 per contact hour or \$1.50 per clock hour

## APPENDIX F

### Stipends/Salary Adjustments/Overload Rates

(per contact hour unless otherwise stated)

<b>Contract Reference</b>	<b>1998/99</b>	<b>1999/2000</b>	<b>2000/01</b>
Article V--Overload rate (per contact hour)	\$35.36	\$36.42	\$37.51
Non-Classroom Overload Rate (per clock hour)	\$23.50	\$24.21	\$24.94
Article XII (annual stipends)			
H, 5 (a) – Specialist	\$460.72	\$474.54	\$488.78
H, 5 (b) – PhD Candidate	\$460.72	\$474.54	\$488.78
H, 5 (c) -- PhD	\$1,320.80	\$1,360.42	\$1,401.23
Head Librarian	\$3,000.00	\$3,000.00	\$3,000.00
Department Representative			
	\$1,000.00	\$1,000.00	\$1,000.00
J – Debate and Forensics	\$2,361.84	\$2,432.70	\$2,505.68
Article XII (M) – Non-Credit – Minimum	\$34.00	\$34.00	\$34.00



## APPENDIX G

### Health Care Plans 1999/2000

#### Plan A

- Blue Cross/Blue Shield Traditional
  - Hospital/Professional (0/0)
  - Master Medical (\$50/\$100)
  - Rx Drugs (\$5 Copay)
  - Riders (XVA-2, VST, EAERC, ML, CC, PPNV-1, PCES)
- Blue Cross/Blue Shield Dental (CR-20-20-20-OS-50, MBL \$1000)
- Blue Cross/Blue Shield Vision (A80 Program, FLVS)
- Flexible Spending Account(s)

#### Plan B

- Physician Health Plan
  - Rx Drugs (\$5 Co-Pay)
  - Office Calls (\$10 Co-Pay)
  - Vision
- Blue Cross/Blue Shield Dental (CR-20-20-20-OS-50, MBL \$1000)
- Flexible Spending Account(s)

#### Plan C

- Blue Care Network
  - WPT rider
  - Rx Drugs (\$5 co-pay)
- Blue Cross/Blue Shield Dental (CR-20-20-20-OS-50, MBL \$1000)
- Blue Cross/Blue Shield Vision (A80 Program, FLVS)
- Flexible Spending Account(s)

Other plans will be provided as of July 1, 2000 through June 30, 2001 as mutually agreed upon (Article VIII, A.,3.g.).

## APPENDIX H

### Letter of Agreement -- Faculty Manual

The JCC Faculty Association and Jackson Community College will jointly develop a Faculty Manual which shall include:

- Samples of Annual Professional Responsibility Plans (APRP)
- An APRP matrix
- List of activities that may satisfy the four area of the APRP
- A delineation of procedures for the APRP
- Information on additional requirements for annual contract faculty (those on a continuing contract track).
- Form for student complaints
- Procedures for department chairs re: student complaint process
- Elements of student evaluations (and samples).
- Guidelines for mentor teachers.
- Complaint procedure for civil rights.
- Professional domain
- Position description for non-traditional methodology.

The Faculty Manual will be completed and distributed by January 4, 2000.

Signed copy on file.

## APPENDIX I

### Letter of Agreement -- Learning Facilitators

The JCC Faculty Association (hereinafter referred to as the Association) and Jackson Community College (hereinafter referred to as the College) agree to the following:

A new faculty classification, entitled Learning Facilitator, shall be created under the following terms and conditions:

#### A. Working Conditions

1. A learning facilitator shall have teaching duties only. He/she shall not be required to conduct departmental or other college work such as:
  - a. develop and/or evaluation of course assessment data (learning facilitators will, however, collect assessment data)
  - b. curriculum review
  - c. hiring or mentoring of adjuncts
  - d. academic advising
  - e. participating in faculty learning days
  - f. developing and/or completing an Annual Professional Responsibilities Plan (APRP)
2. A learning facilitator's annual load shall be 608 to 640 contact hours with a maximum of 352 hours per enrollment period. Learning facilitators will have a minimum load of 48 contact hours per enrollment period.

#### B. Evaluation

A learning facilitator will be subject to an annual review of his/her teaching by the Dean of Faculty; this will include student evaluations and input from the appropriate Department Chair and school Dean.

#### C. Compensation

1. Initial placement on the salary schedule will be based on the learning facilitator's credentials. Maximum placement will be Class III, Step 5. Only teaching experience shall be granted up to the maximum of four (4) years. The learning facilitator shall receive annual step increases so long as he or she is hired for subsequent years.
2. A learning facilitator is not eligible for salary class changes.
3. A learning facilitator is not eligible for release time and/or stipends.
4. A learning facilitator is eligible for the economic benefits listed below:
  - (a) fringe benefits
  - (b) access to professional development activities
  - (c) overload pay for contact hours not to exceed the stipulated maximum
  - (d) Travel resources as approved by the Dean of Faculty

#### D. Rights and Privileges

1. A learning facilitator shall be issued an annual contract. There shall be no expectation of continued employment beyond the term of such contract.
2. If the individual in a learning facilitator position is not renewed, he or she shall be notified of non-renewal by April 1 and given reasons in writing for the non-renewal.
3. If a learning facilitator position is continued in the same area for four (4) successive years, a full-time position will have been deemed to be created and shall be posted.

4. The learning facilitator holding such a position at the time of posting may apply for said position but there is no guarantee of employment. If, however, the learning facilitator is offered a full-time position, he or she will be eligible for continuing contract after two (2) years in the full-time position.
5. A learning facilitator shall be awarded all rights and privileges delineated in the Master Agreement, except for the following:
  - a. faculty retraining
  - b. layoff and recall
  - c. bumping
  - d. stipends
  - e. voluntary or involuntary transfers
  - f. any other rights and privileges specifically excluded in this Letter of Agreement.

II. The learning facilitator position (s) shall be subject to the following:

- A. There shall be no more than five (5) such position(s) during the life of this agreement. The Administration has the sole right to determine whether to create (subject to the above maximum), move, or terminate a learning facilitator position.
- B. Learning facilitator positions may not be used to decrease the overall number of full-time faculty.

III. Review and Continuation

- A. There will be a joint review of the viability and workability of the learning facilitator classification no later than July 1, 2001. A recommendation will be made to the Association and College bargaining team to continue as specified herein, revise, or discontinue. If the learning facilitator classification is continued the working conditions will be incorporated into the Master Agreement.
- B. This Letter of Agreement shall be attached to the 1998-2000 Master Agreement as Appendix L.

IV. The Association will withdraw the vacancy grievance from arbitration. The arbitrator's cancellation fee will be split between the Association and the College.

Date: July 13, 1999  
Signed copy on file

## INDEX

### A

Absence	
college assignment	28
Academic Advising	12
Academic Freedom	16
Adjunct Instructors	
admission to courses	19
aviation	18
benefits	19
clock hour limit	18
compensated office hour	18
compensation	19, 20
contact hour limit	18
evaluation	19
office hours	18
orientation	20
pay rates	71
professional development	20
professional development units	20
status	20
Adjunct Instructors Compensation	
	See Appendix E
Admission to Courses	
adjunct instructors	19
full-time faculty	32
Affirmative Action	3
Agreement	
duration of	58
extension of	58
review by counsel	55
Annual Employment Contract	61
Annual Load	
mentor	37
non-credit offerings	12
Annual Master Schedule	22
class cancellation	22
Annual Professional Responsibilities Plan	36
annual contact instructors	37
continuing contract faculty	38
failure to provide	36
summary	36
APRP	
See Annual Professional Responsibilities Plan	
Arbitration	34
fees	34
Assignment	
changes in	8
class cancellation	22
contract training	12
determination of	7
dual department	16
evening class	11
non-credit training	12

off-campus	11
reduced load	22
Saturday	10
Sunday	11
Assignment Change	
involuntary intradepartmental	15
voluntary intradepartmental	15
Assistance Committee	40
Association	
communication	3
dues	5
grievance	33
meetings	11
office	2
report to the board	4
use of facilities	2
Association President	
assignment	4
Aviation Instructors	18
in-flight instruction	18
rates of pay	18

### B

Benefits	
adjunct instructors	19
Bereavement and Family Illness	27
Board	
rights of	2
Breaches of Professional Behavior	36, 39
Bumping Rights	52

### C

Calendar	66, 67, 68, 69
flexibility	10
Changes in Assignment	8
Child Care Leave	See Family Medical Leave
Civil Rights Complaints	43
Class Advancements	47
Class Cancellation	
annual master schedule	22
Class Size	8
clinical	16
english composition	8
Clinical	
class size	16
College Calendar	10. See Appendix C
College Day	11
College Functions	
attendance at	13
College President	
selection of	4
College Week	10

defined	10
Compensated Office Hour	18
Compensation	44
Complaints	
academic	42
civil rights	43
Computer Aided Instruction	
See non-traditional methodology	
Conditions of Work	6
adjunct instructors	18
duties and responsibilities	6
nursing faculty	16
open entry/open exit	17
professional domain	6
Consultation Form	65
Continuing Contracts	45
Continuing Education Classes	
See non-credit instruction	
Continuing Employment Contract	62
Contract Training	
See non-credit instruction	
academic integrity	12
definition	12
notification	13
Contracts	44
annual	44
continuing	45
forms	45
individual	55
non-continuing track	44
Counseling and Discipline	41
Counselor	
annual assignment	10
hours worked	9
peak registration periods	10
schedule	9
teaching duties	9
work day	10
work week	10
Course Preparation	8

D

Daily Rate	51
Debate and Forensics Coach	50
Department	
goals	22
membership	21
shared governance plan	22
Department Chair	
annual professional responsibility plan	22
evaluation	23
removal	23
responsibilities	22
salary	21
selection and appointment	21
teaching load	21
Department Chairs and Representatives	21
Department Representatives	23

Departmental Resources	21
Disability Leave	
compensation	26
filling vacancy	26
health benefit	26
return from	26
Discharge	33
Distribution of Agreement	55
Dual Department Assignments	16
Duration of Agreement	58
Duties and Responsibilities of Instructors	6

E

Elected Office	30
Equivalent Graduate Credit	
employment	48
professional or institute courses	47
Evaluation	
adjunct instructors	19
department chair	23
student	36
Evening Class	11
Experimental Programs	54

F

Facilities and Equipment	
association use of	3
Faculty Assignment	63, 64
Faculty Benefits	24
admission to courses	32
bereavement and family illness	27
continuation while on leave	31
elected Office	30
eligibility	24
family medical leave	31
fixed dollar amount	24
flexible spending accouts	25
health alternate	25
health care plans	25
health equity	24
jury/witness duty	28
leaves, non-paid	30
leaves, paid	27
life and long term disability	25
life insurance	25
long term disability	26, 27
military leave	30
open enrollment	25
opt-out plan	25
personal affairs	28
personal illness or disability	27
professional association officer/staff	31
professional leave	30
retirement	32
sabbatical leave	29
travel accident	26
Faculty Development Fund	45

release time	45
Faculty Development/Retraining Fund	56
Faculty Facilities	13
Faculty Handbook	12
Faculty Load Report	10
Faculty Manual	7, 36, 37, 42, 43
letter of agreement	74
Faculty Parking	13
Faculty-Prepared Instructional Material	51
Family Medical Leave	31
First Consideration	14
Fixed Dollar Amount	24
Flexible Spending Accounts	25
Flight Instruction	
pay rate	18
Fringe Benefit Fixed Dollar Amount	24

G

Grievance	
board	33
individual	35
non-reprisal	35
withdrawal	35
Grievance Procedure	33
arbitration	34
definition	33
discharge	33
informal level	33
powers of arbitrator	34
representation	33
step 1	34
step 2	34
time lines	33
withdrawal of grievance	35
witnesses	33
Grievance, Association	33
Ground Instruction	
pay rate	18

H

Health Alternate	25
Health Care Plans	25, 73
plan A	73
plan B	73
plan C	73
Health Equity	24
Health Insurance "Opt-Out" Plan	25
High/Low Enrollment Report	56

I

In-Flight Instruction	18
dates	18
Information Requests	3
Institutional Meetings	11
Instructional Interns	12

Instructor	
defined	1
Instructor Requested Interdepartmental Transfer	15
Instructor's Title	4
Insurance	24
effective date	24
eligibility	24
Intellectual Property	51
Interruption Compensation	53
Involuntary Interdepartmental Transfer	15

J

JCEA President	31
Jury/Witness Duty	28

L

Layoff	
bumping rights	52
interruption compensation	53
involuntary	52
outplacement assistance	53
procedure	52
recall	53
seniority	53
voluntary	54
Learning Facilitators	
letter of agreement	75
Leaves of Absence	27
Leaves of Absence Non-Paid	30
Librarian	
annual assignment	9
schedule	9
teaching duties	9
Life and Long Term Disability	25
Life Insurance	25
Long Range Planning	54
Long Term Disability	26
Long Term Disability Leave	27
Loyalty Oath	3
Lunch Hour	11

M

Mentor	37
Mileage	11
request for reimbursement	12
Military Leave	30

N

Negotiations	55
notification	55
Non-Continuing Track	44
Non-Credit Classes	12
Non-Credit Instruction	51



Non-Discrimination	3
Non-Teaching Assignments	7
Non-Traditional Methodology	12
instructor responsibilities	12
Nursing Faculty	16
teaching load	16

O

Off-Campus Assignment	11
mileage	11
Office Hours	6
adjunct instructors	18
compensated, adjuncts	18
Open Enrollment	25
Open Entry/Open Exit	17
laboratory hour	17
teaching load	17
Opt-Out <sup>®</sup> Plan	25
Outplacement Assistance	53
Overload	21
rates	72
Overload Assignments	7

P

Parking	13
Past Practice	55
Pay Dates	70
Pay Rates	
adjunct instructors	71
Payroll Deductions	5
Peak Registration Periods	
defined	10
Personal Affairs	28
Personal Illness or Disability	27
Personnel File	39
Personnel Review Committee	47, 50
functions	50
membership	50
Physical Examinations	32
Plan of Assistance	40
Postings	14
Private Life	3
Probation	
continuing contract instructors	41
Professional Behavior and Improvement	39
Professional Compensation	44
Professional Competency	
assistance committee	40
notification	40
plan of assistance	40
procedures	40
Professional Domain	6
changes in assignment	8
course preparation	8
determination of assignment	7
non-teaching assignments	7
office hours	6

overload	7
teaching assignment	6
Professional Leave	30
Professional or Institute courses	47
Promotions	14

R

Recall	53
Recognition	1
Reduced Load	22
Representation Fee	5
Reserve Clause	55
Residency Requirement	4
Retirement	32
MPERS	59
optional plan	59
Retraining	
definition	56
eligibility	56
fund	57
obligation	57
program guidelines	56
resources	57
undergraduate courses	57
Right to Organize	2
Rights and Responsibilities	
of instructors	2
of the association	2
Rights of the Board	2
Rules and Regulations	54

S

Sabbatical Leave	29
application date and plan	29
benefits	31
compensation	29
duration	29
eligibility	29
experience credit	31
internships	49
number eligible	29
retirement credit	31
seniority consideration	29
Salary	
index	59
schedule	60
Salary Adjustments	49, 72
debate and forensics	50
doctorate	50
PhD candidate	49
specialist	49
Salary Classification	
class advancement	47
definition of	46
undergraduate credit	47
Salary Payment	50
Salary Schedules	45. See Appendix A

placement of new faculty	46
Saturday Assignment	10
Shared Governance	
departmental resources	21
Shared Governance Model	
review	23
Specialist	49
Staff Reduction	52
Stipends	72. See salary adjustments
Student Activities	
sponsorship	13
Student Complaints/Academic	42
Student Evaluation	
adjunct instructors	19
full-time faculty	36
Sunday Assignment	11
<div style="border: 1px solid black; padding: 2px; width: fit-content; margin: 10px auto;">T</div>	
Teaching Assignment	6
determination of	7
Teaching Facilities	13
Teaching Load	
full-time instructors	6
open entry/open exit	17
Temporary Programs	54
Transfer	
instructor requested	15
involuntary interdepartmental	15
involuntary intradepartmental	15

to supervisory position	15
voluntary intradepartmental	15
Transfers and Assignment Changes	15
Travel	45
Travel Accident	26

U

Undergraduate Credit	47
Universal Meeting Time	11

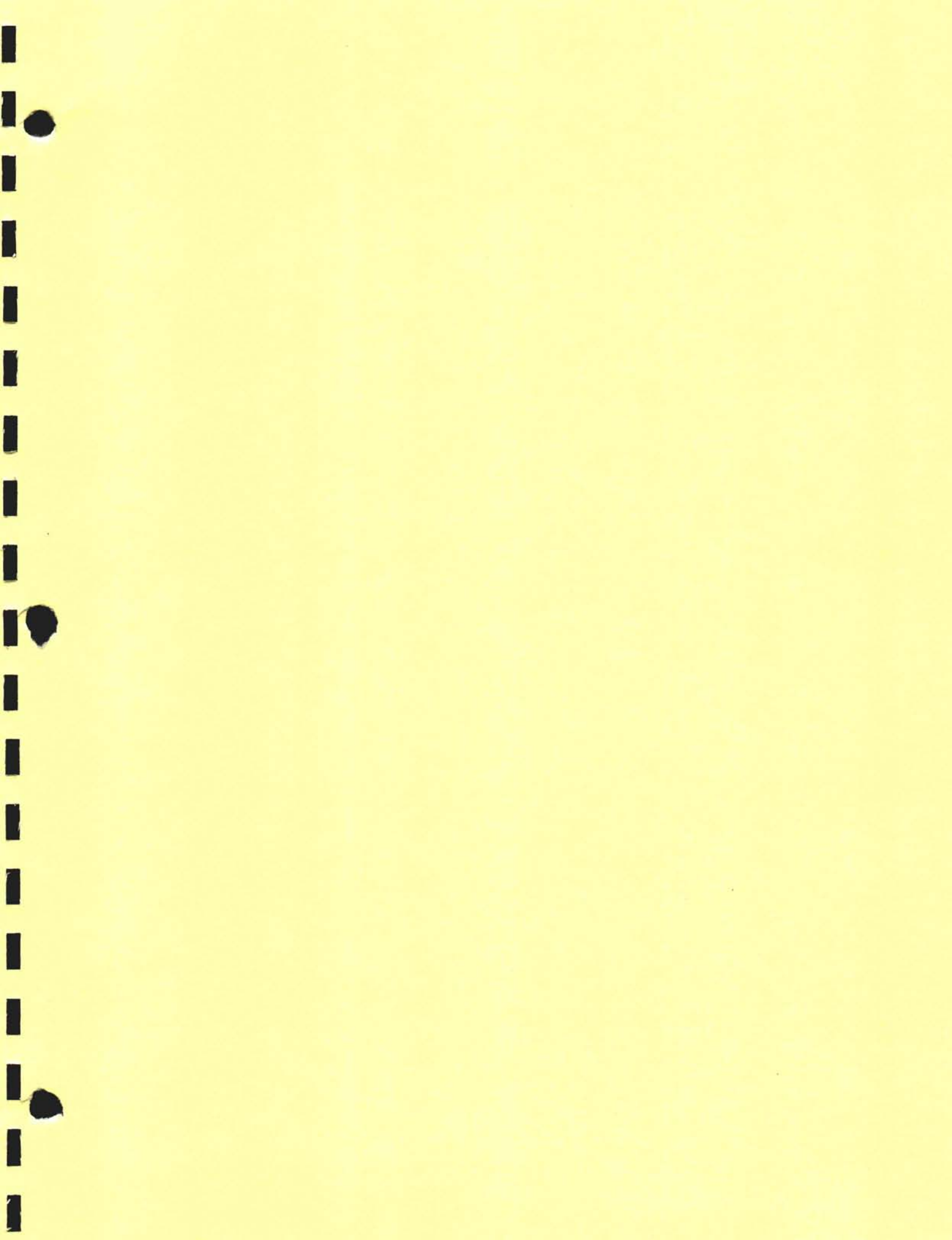
V

Vacancies	14
Vacancies and Promotions	14
administrative vacancy	14
faculty vacancy	14
first consideration	14
postings	14
Video Tape Lecture	
See non-traditional methodology	
Voluntary Intradepartmental Assignment	
Changes	15
Voluntary Layoff	54

W

Work Rules	4
------------	---







**JCC Board of Trustees**

Dr. George E. Potter, Chairman  
Charles E. Anderson  
Dennis DaPra  
Dr. Georgia R. Fojtasek  
William S. Lambkin  
Dr. Edward A. Mathein  
Dr. Roderick D. Riggs

**JCC President**

Dr. Lee Howser

It is the policy of Jackson Community College that no person shall be discriminated against on the basis of race, color, religion, national origin or ancestry, age, sex, marital status, or handicap, excluded from participation in, denied the benefits of, or otherwise be subjected to, discrimination in any program or activity for which it is responsible for or for which it receives financial assistance from the U.S. Department of Education.