

8/19/2003

MASTER AGREEMENT

between

**Mid Michigan Community College
Faculty Senate, Inc., MEA/NEA
&
Board of Trustees**

**Mid Michigan Community College
Harrison, MI 48624-9477**

SCHOOL YEARS

1999-2000; 2000-2001; 2001-2002; 2002-2003

Table of Contents

Agreement.....	1
Article I, Recognition.....	2
Article II, Rights of Board.....	3
Article III, Faculty Senate and Instructors' Rights.....	4
Article IV, Membership Dues/Fair Share Fees.....	7
Article V, Instructor Duties and Responsibilities.....	9
Article VI, Working and Employment Conditions.....	12
A. Criteria for full-time employment.....	12
B. Basic Load.....	12
C. Low Enrollment Load Calculation.....	17
D. Overload.....	18
E. Independent Study.....	18
F. Team Teaching.....	18
G. Classes Cancelled/Back Up Classes.....	19
H. Year.....	19
I. Saturday Classes.....	19
J. Assignment Spansion.....	19
K. Scheduling.....	19
L. Assignment – Harrison/Mt. Pleasant.....	19
M. Class Size.....	20
N. Course Preparation.....	20
O. Student Advising/Registration.....	20
P. Sponsorship of Student Activities.....	20
Q. Teaching Facilities.....	21
R. Faculty Parking.....	21
S. Vacancies.....	22
T. Academic Freedom.....	22
U. Curriculum and Academic Standards Committee.....	22
V. Civil Rights.....	23
W. Field Trips.....	23
Article VII, Safety and Health.....	24
Article VIII, Faculty Benefits.....	26
A. Leave of Absence.....	26
B. Professional Improvement.....	28
C. Life Insurance.....	29
D. Bookstore Discounts.....	30
E. College Events.....	30
F. Physical Examinations & Inoculations.....	30
G. Faculty Early Retirement Incentive.....	30
Article IX, Grievance Procedure.....	33
Article X, Professional Behavior.....	36
Article XI, Employment Practices.....	37
A. Probationary Instructors.....	37

B. Individual Faculty Contracts	37
C. Faculty Evaluation	37
D. Layoff	37
E. Layoff Notice.....	37
F. Assignment to Avoid Layoff.....	38
G. Seniority Determination	38
H. Full Status.....	38
I. Loss of Seniority and Full Status	38
J. Full time Faculty Retraining.....	38
K. Instructor Notification.....	39
L. No Strike Pledge	39
M. Violation of No Strike Pledge	39
N. No Lockout.....	39
Article XII, Professional Compensation	40
A. Salary Schedule Information	40
B. Salary Payment Information.....	40
C. Supplemental Teaching	40
Article XIII, Institutional Development.....	42
Article XIV, Agreement Effectuation	43
Article XV, Miscellaneous	44
Article XVI, Duration of Agreement.....	45

APPENDICES

Appendix A, Code of Ethics	47
Appendix B, Academic Calendars.....	51
Appendix C, Grievance Report Form	53
Appendix D, Experience Credit Awards	55
Appendix E, Salary Schedules	56
Appendix F, Full Time Faculty Contract	60
Appendix G, Supplemental Teaching/Service Contract.....	61
Appendix H, Sabbatical Leave Guidelines	62
Appendix I, Faculty Evaluation Criteria Instruments	64
Appendix J, Administration Response to Instructor & Student Evaluations.....	67
Appendix K, Student Evaluation of Teaching Effectiveness	71
Appendix L, Counselor's Evaluation Form	72
Appendix M, Value Added Compensation System.....	78
Appendix N, Distance Learning Courseware Assigned Use Agreement	81
Appendix O, Intellectual Property for Courseware Development Mutual Agreement	83
Appendix P, Courseware Creator – Duties and Responsibilities	84
Appendix Q, Intellectual Property Rights for Distance Learning Courses Created by MMCC Faculty	85
Appendix R, Distance Education Courseware Production Agreement	88

AGREEMENT

Between

Board of Trustees of Mid Michigan Community College

operating under provision of Michigan PA 331 of 1966 as amended

and

Mid Michigan Faculty Senate, Inc. MEA/NEA

at Mid Michigan Community College

THIS AGREEMENT entered into this, 21st day of August 1999 by and between the Board of Trustees of Mid Michigan Community College, hereinafter called the Board, and the Mid Michigan Faculty Senate, Inc., MEA/NEA, hereinafter called the Faculty Senate.

WITNESSETH:

WHEREAS the Board, the Administration and Faculty are committed to the advancement of a comprehensive educational program of distinct quality for all interested in the quest for learning, and

WHEREAS the sound development of college policies and program can best be accomplished by these groups working in harmony and with respect for the roles of each, and

WHEREAS the Board has a statutory obligation, pursuant to the Michigan Public Employment Relations Act #379, 1965, to negotiate with the Faculty Senate as the representative of the College full-time professional instructional personnel with respect to salaries and terms and conditions of employment, and

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

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

ARTICLE I
Recognition

- A. The Board hereby recognizes the Faculty Senate as the sole and exclusive negotiating representative for all counselors and as the exclusive negotiating representative for all College professional instructional personnel under contract on a full-time basis (excluding those persons teaching only secondary school and/or continuing education classes or new instructors employed temporarily solely under the provisions of local, state, and/or federally funded projects or grants), on leave, on a per diem basis, or employed or to be employed by the Board (excluding the President and all other employees of the College), all of whom are collectively designated as the Bargaining Unit. The term "faculty/instructor", when used hereinafter in this Agreement, shall refer to all counselors and all full-time professional instructional employees represented by the Faculty Senate in the bargaining unit as above defined, and references to instructors shall include both male and female instructors. The term "faculty/ instructor" shall apply to all academic ranks.
- B. Professional staff shall be recognized as having the following title upon achieving the specified corresponding status:

TITLE	STATUS ACHIEVED
Instructor	Newly hired/probationary Instructor or Instructor with Bachelor's Degree
Assistant Professor .	Newly hired/probationary Instructor with PhD or Instructor with Masters Degree and ten (10) years experience
Associate Professor	Instructor with Masters Degree and over ten (10) years experience or Instructor with Ph.D. and up to ten (10) years experience
Professor	Instructor with PhD or Terminal Degree in their field and over ten (10) years experience

ARTICLE II
Rights of the Board

- A. Nothing in this Agreement shall be deemed to limit or restrict the Board in any way in the exercise of the function of management providing this action is not inconsistent with the terms of this Agreement.
- B. The Board shall review and analyze continually the needs of the College so that all programs and expenditures will relate to educational excellence, student needs, community service and quality faculty.
- C. The Board of Trustees, in its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all rights, power, authorities, duties, and responsibilities conferred upon and vested in it by the statutes and the Constitution of the United States.
- D. The exercise of these rights, powers, authorities, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be consistent with such statutory and constitutional provisions and shall be consistent with the terms of this Agreement, where applicable.
- E. The rights and responsibilities of the Board shall include but not be limited to the following:
 - 1. Direct employees;
 - 2. To hire, pay, promote, demote, dismiss, assign and retain employees;
 - 3. Relieve employees from duties because of a lack of work or funds or under conditions where continuation of such work be inefficient and nonproductive;
 - 4. Maintain efficiency of College operations;
 - 5. Determine methods by which College operations are to be conducted;
 - 6. All individual courses and programs are subject to Board approval;
 - 7. Take actions, within the parameters of the Agreement, which may be necessary to carry out the missions of the College in situations of emergency.

ARTICLE III
Faculty Senate and Instructors' Rights

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every full-time professional instructional person shall have the right freely to organize, join, and support the Faculty Senate for the purpose of engaging in collective bargaining or negotiations and other lawful concerted activities for mutual aid and protection. As the duly elected body exercising governmental power under color of law 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 the Act or other laws of Michigan or the Constitutions of Michigan and the United States, that it will not be discriminatory toward or against any instructor with respect to hours, wages, or any term or conditions of employment by reason of his/her membership in the Faculty Senate, his/her participation in any activities of the Faculty Senate or collective professional instructional negotiations with the Board, or by his/her institution of any grievance, complaint or proceeding under this Agreement.
- B. Nothing contained herein shall be construed to deny or restrict to any instructor rights he/she may have under Michigan laws or other applicable regulations. The rights granted to instructors hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The Faculty Senate and its representatives shall have the right to use the College facilities for meetings. No charge shall be made for the Faculty Senate's use of College rooms at all reasonable hours as determined by the Board.
- D. Duly authorized representatives of the Faculty Senate shall be permitted to transact official Faculty Senate business on College property at all reasonable times, provided that this shall not interfere with or interrupt normal College operations, nor the usual teaching duties of the faculty.
- E. The Faculty Senate shall have the right to use College facilities and equipment, including typewriters, copy machines, calculating machines, computers, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Faculty Senate shall reimburse the College for the cost of using copy machines at the same rate charged to all other units of the College and shall reimburse the College for Association long distance calls.
- F. The Faculty Senate shall have the right to post notices of its activities and matters of Faculty Senate concern on faculty area bulletin boards. The Faculty Senate may use the College mail facilities for communications to instructors, administration and students, including mass distribution and shall reimburse the College for postage. The preparation of bulk mailing will be the responsibility of the Faculty Senate. No instructor shall be prevented from wearing insignia pins or other identification of membership in the Faculty Senate either on or off school premises.
- G. The Board agrees to furnish to the Faculty Senate in response to written requests all available public information concerning staffing and financial resources of the College, including but not limited to: annual financial reports and audits, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, treasurer's reports and census. Nothing contained in the above shall be construed to require that the Board provide any information not already available to it or to provide such information in any form other than it would normally be provided to the Board.

- H. Instructors shall be entitled to full rights of citizenship and no religious or political activities of any instructor or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such instructor. (The Code of Ethics of the Education Profession, Appendix A, shall be the basis upon which appropriateness of the instructor's personal behavior shall be judged.)
- I. 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 or discriminatory and without regard to race, religion, ethnic origin, age, sex, disability, physical characteristics, marital status or sexual orientation.
- J. Membership in the Faculty Senate shall be open to all full-time instructors regardless of race, religion, ethnic origin, age, sex, disability, physical characteristics, marital status, or sexual orientation.
- K. The Faculty Senate representative may be entitled to appear on the agenda of Board meetings if tentative items for discussion have been submitted in writing to the Secretary at least seven (7) days prior to the scheduled meeting.
- L. This Agreement shall supersede all policies, rules or regulations of the Board which shall be contrary to or inconsistent with its terms.
- M. An instructor shall have all rights of the Bullard-Plawecki Employee Right to Know Act and the right to review the contents of all records of the employer pertaining to said instructor originating after his/her initial employment. An instructor shall have the right to have a representative of the Faculty Senate accompany him/her in such review.
- N. After four years from the date of issuance, the employee's record shall be purged of all reprimands, warnings or any other disciplinary action.
- O. No material shall be placed in an instructor's personnel file until he/she has been given a copy of said materials. The instructor may submit a signed and dated written attachment to such materials. If the instructor believes the material placed in the file is inappropriate or in error, the material may be corrected or expunged from the file by mutual agreement between the College and the instructor. If an agreement is not reached, the employee may submit a written statement explaining the employee's position. The employee may pursue legal remedy prescribed by law. All recommendations, written or oral, from the Personnel Office shall be based on the contents of the instructor's personnel file. There shall be no release of any information in an instructor's personnel file without prior notice to that instructor.
- P. If an instructor is requested to sign or initial material to be placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance, shall such signature be interpreted to mean agreement with the material's content.
- Q. There shall be only one (1) official personnel file for each instructor.
- R. The Board shall grant the Faculty Senate a total of twelve (12) paid leave days each year for the use of its representatives to conduct Faculty Senate business or to participate in Faculty Senate activities provided that the administrators affected are notified at least two (2) days in advance. The Faculty Senate will reimburse the College for approved substitutes when faculty attends Faculty Senate activities or events that are exclusively intended to meet the interests of the Faculty Senate. Examples not included are grievances, TSB activities, and joint College/Faculty Senate workshops or retreats.

- S. Improved institutional climate and problem solving can result from regular interaction between Faculty Senate officers and the College. To support these ends, the College will make an annual payment equal to the equivalent of three (3) hours of overload to the Faculty Senate.

- T. Special conferences between the Association and the College are encouraged for working out mutual problems. Special conferences for various matters will be arranged between the Association President or designated representative and the College President upon request of either party. Such meetings shall be between an equal number of full-time administrative employees or Board of Trustees members and full-time faculty employees. The time and place for special conferences will be determined by mutual agreement.

The parties agree that such conferences shall not be considered a substitute for the grievance procedure or for negotiations.

ARTICLE IV
Membership Dues or Fair Share Fees

- A. Proper negotiations and the administration of collective bargaining entail expenses which are appropriately shared by all employees who are beneficiaries of such agreements.
- B. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association, or pay a fair share service fee to the Association, not to exceed the amount of dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than ten (10) working days following deduction. This deduction shall be accompanied by a list of employees from whom deductions have been made.
1. The Association treasurer shall notify the business office no later than ten (10) days in advance of any change in the amount to be deducted for such expenses.
- C. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of Dues, Assessments and Contributions in the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the MEA Constitution Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-twentieth of such dues, assessments and contributions from the regular salary check of the bargaining unit member every two weeks for ten (10) months, beginning in September and ending in June of each year.
- D. Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1986), the Union has established a "Policy Regarding Objections to the Political-Ideological Expenditures." That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review there, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.
- E. Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the wages of any such bargaining unit member and make appropriate remittance to Mesa's MEA-Sponsored programs (tax-deferred annuities, auto insurance, homeowner's insurance, etc.), MESSA programs not fully Employer-paid, credit union, savings bonds, charitable donations, MEA-PAC/NEA-PAC contributions or any other plans or programs jointly approved by the Association and Employer providing there are ten (10) or more employees requesting said deduction per payee.
- F. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such

action, at its own expense and through its own counsel, provided:

- (1) The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
- (2) The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

- G. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year (January). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification of non-members of the fee for that given school year.

ARTICLE V
Instructor Duties and Responsibilities

A. The Board of Trustees and the Faculty Senate recognize that the principle of professionalism does not lend itself to a fixed number of hours. Education of students is a major responsibility of the institution. Instructors are expected to work within their contracted area of competency so that each student is challenged to achieve and learn. Therefore, the duties and responsibilities of instructors include, but are not limited to, the following:

1. The instructor shall keep well informed, with particular attention to the latest developments in his/her subject area and pedagogy. Each instructor shall teach his/her assigned courses and develop course content consistent with the institution's adopted course outcome objectives and other appropriate instructional materials.
2. Classes shall meet at the time and place scheduled. Any changes shall have the prior approval of the appropriate instructional administrator.
3. The instructor has the responsibility to provide each student in his/her class with a copy of the course syllabus based upon institutionally adopted course outcomes. The syllabus must be distributed to students and the faculty secretary by the first class except in cases of late assignments. Late assignments are those given within two weeks of the start of the class(es). In the case of late assignments, the syllabus is due no later than the first class session of the second week. Those faculty wishing to develop a syllabus with student input shall hand out the basic outline and requirements of the course at the first class session indicating those areas to be developed with student input. It is understood that in most instances it is beneficial to distribute the syllabus at the first class session of an enrollment period. A course syllabus must include the following elements:

- Course title and course number
- Instructor name
- Semester
- Office Location
- Posting of office hours
- Office phone extension
- Required materials to be purchased
- Supplemental materials
- Course outcomes consistent with assessment strategies
- A tentative course outline
- Grade determination procedures-identify attendance impact
- Specific safety procedures for all lab classes

- a. In those areas where more than one full-time instructor teaches the same course the course outcomes listed on the syllabi must be consistent.
- b. Assessment strategies employed shall be jointly developed by the faculty and the College Administration.
- c. Upon submission of enrollment period grades, each instructor will provide to the appropriate instructional administrator a portfolio of all specific unit task and/or performance objectives utilized in the course that supported the attainment of the student outcomes.

4. Instructors shall be responsible for reporting class attendance as requested by the College administration to be in compliance for local, state or federal reporting purposes.
5. Faculty shall attend College scheduled meetings provided they do not conflict with their pre-approved professional responsibilities. Efforts will be made to limit the impact of meetings on student learning through both number and time of meetings.
6. Each instructor shall fulfill routine duties and responsibilities such as filing grade reports, book orders, supplies and materials orders, examination and evaluation of books and materials, checking papers and evaluating student progress, preparing for classes, keeping inventories up to date, and managerial/ supervisory responsibilities for instructors whose teaching duties include laboratory assignments, as necessary for the smooth operation of his/her discipline and the College.
7. Instructors are encouraged to participate in College-wide social, cultural, and professional activities to support student functions.
8. Instructors shall participate in graduation exercises as part of their professional obligation. The cost of academic dress for participation shall be borne by the Institution. Faculty are encouraged to participate in dedications and other official College ceremonies. The College understands that faculty can request and be excused from graduation when significant life events occur such as marriage, spouse/child graduation, etc. The appropriate Instructional Administrator may grant an exception under such circumstances to this obligation.
9. Instructors shall maintain adequate office hours weekly for the academic assistance of students of which a minimum of five (5) hours shall be posted. One of these hours can be utilized for e-mail communication. An additional hour can be utilized in chat time by instructors involved in web classes. In this instance each of the instructors' syllabi must include the instructor's e-mail address. When e-mail is used, the remaining four office hours must be posted.
10. Photocopies of grade books (or the original grade books) will be turned in to the Faculty Secretary at the end of each semester or session.
11. The use of College resources, materials, equipment and facilities for the development of any product for the purpose of personal gain may be undertaken only after agreement between the individual and the Board of Trustees.
12. Instructors shall schedule their basic loads, in cooperation with the appropriate instructional administrator, over a minimum of four days.
13. Occupational/Technical instructors shall accept responsibilities for occupational advisory committees as specified in the MMCC Advisory Committee Handbook and the Administrative Guide.
14. The full-time instructional faculty may participate in the recruitment, selection, mentoring and informal evaluation of part-time instructors in their discipline if requested by the appropriate administrator.
15. Counselors shall provide student assessment, academic advising and related counseling services to best meet the needs of the student, and participate in student orientation. In addition, counselors will engage in the gathering, analysis,

interpretation and presentation of relevant data. Counselors will also participate in enrollment and registration activities.

16. Recognizing that student learning can be improved by faculty who regularly analyze student academic achievement and use the information gathered to affirm and/or bring improvements into their courses/programs, it is understood that faculty are required to participate in the implementation and reporting of the College's approved Assessment Plan in the area of their responsibility. The College recognizes it will need to support/conduct some of the associated tasks.
 17. It is recognized that improved student access, student learning and institutional viability are worthy goals. The efficient attainment of these goals can be enhanced through the wise utilization of technology. The Faculty Senate and the Board strongly encourage faculty and management to utilize technology to attain these goals. Leadership in the planning application of institutional technology will be provided by the Technology Committee.
- B. The individual teaching instructor's professional responsibilities will be built upon teaching, weekly office hours and service (consistent with the instructors professional expertise) to the community and/or the College.
- Responsibilities for each instructor will be determined during the evaluation process with the administrator to whom the instructor reports. Amendments and/or modifications can be introduced at any time with the mutual agreement of the instructor and his/her administrator. These responsibilities of service to the community and/or College can be developed from, but is not limited to, the following list:
1. Student academic advising.
 2. Curriculum/course and/or program development.
 3. Course/program evaluation built upon assessment of student academic achievement.
 4. Serving on advisory, standing and/or ad hoc committees.
 5. Other institutional initiatives including recruiting, accreditation, course and/or program activities to ensure compliance with State and Federal legislation to initiatives.
 6. Community development activities.

ARTICLE VI
Working and Employment Conditions

A. Criteria for Full Time Employment

1. Arts, Sciences and Business Program Personnel:

Arts and Science Teachers - Master's Degree with specialization in the major portion of the area of his/her assignment from an accredited institution. The Master's Degree must be in the subject matter field of employment of the instructor.

Business Teachers - Bachelor's Degree in major area of teaching assignment and appropriate Master's required within two years of date of initial employment.

2. Nursing Instructors:

All newly employed nursing instructors must hold a minimum of a Master's Degree in Nursing. Currently employed nursing instructors must satisfy the teaching credentials established by the State Board of Nursing for an Associate Degree program.

3. The selection of other new faculty members shall be based on a Bachelor' Degree with specialization in the area of their assignment.

a. For continued employment all faculty are required to meet all State and Federal licensure/ certification requirement of their teaching assignments.

4. In addition to the above, for those occupational education courses which are supported with federal funds, instructors shall meet all education, work experience and licensure requirements established by law. Instructors teaching secondary students in a vocational program which is part of the sending K-12 school district's curriculum shall meet the qualifications as required by the State of Michigan.

5. Counselor Qualifications:

Counselors shall have a minimum of a Master's Degree in Counseling from an accredited institution and a State of Michigan Professional Counselor license.

B. Basic Load

There are three options for calculating an instructor's full-time teaching load:

1. Full-Time Equated System (FTES)

A full-time teaching load shall be an assignment consisting of 29-30 equated hours for two semesters (may include a summer, fall, winter, spring sequence at the instructor's option; however, full-time instructional personnel shall be afforded every opportunity to fulfill the minimum annual teaching load during the fall and winter semesters). Only one summer can be used in the construction of a full academic year. This should coincide with the College's fiscal year. Using this option to avoid teaching either the Fall or Winter term can only be done with the mutual agreement of the faculty member and the administrative supervisor.

- a. Instructors who have historically taught courses in which credit hours, contact hours and

equated hours have been 1:1:1 shall have their teaching load computed as one equated hour for each hour of instruction. Example: ENG111 three credit hours (3-0) = 3 equated.

b. Occupational/Technical faculty will have their load equated at 1:1:1 with the following exception:

1. Instructors employed before August 1st, 1999 will use .75 equated hour per contact hour in determining the equated hour portion of their teaching load generated by RESD Shared-time instruction.

c. Instructors hired after August 1st, 1999 may only use Shared-Time instruction for load building with administrative approval.

Instructors teaching the high school Shared-Time classes will have the high school portion of their basic load calculated as follows:

*FTES Instructors will calculate equated hours by multiplying .75 x contact hours in the Shared Time classroom.

*ADS Instructors will receive 1 hours of their 30 hour weekly load for each hour of shared time classroom contact.

The calendar for Instructors teaching Shared-Time classes will be based on the calendars of the five area schools. It will begin with the earliest day any of said schools are in session, end with the latest date any of said schools are in session, and be announced prior to the semester in which the Instructor teaches. Instructors will receive the same Spring Break as other MMCC Instructors

d. Nursing and Science Instructors: Nursing classes and Clinicals (with the exception noted below) will be equated to 1.0. Science classes and Labs will also be equated at 1.0.

1. Nursing faculty who have their clinical loads calculated at 1.0 to 1.0 will accept the responsibilities listed below. All other clinical instructors will have their loads calculated at .75 to 1.0.

- Development of clinical syllabus
- Development of lab syllabus
- Orientation of the part-time clinical faculty
- Mentoring of the part-time clinical faculty
- Assistance in supervision & evaluation of the lab instructor
- Reviewing & selecting text for clinical
- Coordination of hospital experience & outside experiences
- Development of clinical rotation schedules for the students

e. CO-OP PAY/LOAD EQUATION

EXAMPLE			
I	II	III	IV
	Instr. Work Hrs per workweek when not teaching related class the following Number Of Students	When teaching the related class, an instructor will be expected to devote Equated additional hours each week to Co-Op activities	Teaching For Both II and III
1 x .3 x 3	1.0 hour	.6	1.2
2 x .3 x 3	1.8	.6	1.2
3 x .3 x 3	2.7	.6	1.2
4 x .3 x 3	3.6	.6	1.2
5 x .3 x 3	4.5	1.5	1.5
6 x .3 x 3	5.4	2.4	1.8
7 x .3 x 3	6.3	3.3	2.1
8 x .3 x 3	7.2	4.2	2.4
9 x .3 x 3	8.1	5.1	2.7
10 - 15	9.0	6.0	3.0

For more information, see the Guidelines for Co-Op/Internship.

f. The ILC Director will be assigned a 35-hour per week work load. Five (5) hours will be designated for program development and review and do not require scheduling. Release for classroom teaching considered part of the Director's basic load will be at a ratio of two (2) hours release time for each hour of classroom time. Classroom assignments can be considered as a part of the basic load or as supplemental assignments at the discretion of the Director. Release time from scheduled hours for supplemental teaching and non-teaching assignments will be mutually agreed upon by the Director and the appropriate administrator.

g. Each counselor is required to provide 1400 hours of service each academic year and will submit an annual work schedule which must be approved by the counselor's administrative supervisor. This schedule can utilize weeks of less than five (5) days and days of less than seven (7) hours. Release for classroom teaching considered a part of the counselor's basic load will be at a ratio of three (3) hours release time for each hour of classroom time. Classroom assignments can be considered as a part of the basic load or as a supplemental assignment at the discretion of the counselor.

1) Additional Assignment

Should the Board/Administration find it necessary to provide additional counseling service counselors can be assigned up to an additional 1.5 weeks of 35 hours. If such an assignment is made the following will apply.

a) The counselor(s) will be provided reasonable notice of such an assignment.

- b) The time will be scheduled using consecutive work days not to exceed the 1.5 week limit.
- c) All counselors will be scheduled in a fashion that allows one three (3) week period free of any assigned responsibilities during their scheduled year. An individual counselor can waive this provision by writing a memo to the appropriate administrator so stating her/his desire to do so.
- d) The rate of pay will be \$35.00 per hour for the academic year this contract is ratified and will increase annually at the same percentage rate as the base contract salary of the counselor per the salary schedule of this agreement.

h. Special Options as Part of Basic Load

1. Contracted Instruction , if available, may be applied for Basic Load purposes. Instructors can apply contracted instructional services (i.e., instruction provided to a specific group, either on- or off-site, in which the cost of the instructional service is covered by a contract and paid for by the agency/firm receiving from the contract for one teaching hour during the instructor can have his/her base load teaching requirement reduced by one basic load teaching hour. Thus, every 16.5 teaching hours x \$75.00 (contract income) = \$1237.50 will reduce an instructor's annual equated teaching load from 30 equated hours to 29. (Or \$37,125 of contracted income for classroom teaching would satisfy the annual basic load requirement.)
2. Instructional Administrators and /or Faculty may submit projects to be considered for release time. Approval of projects will be based on the value of the project, scheduling and budgetary considerations.
3. The instructor may elect to accept a reduced contract salary equal to the percentage of student credit hours generated based upon the credit hour minimum of 410. This reduction in salary will not reduce benefits (but sick days will be prorated accordingly).

2. Alternative Delivery System (ADS)

- a. Alternative delivery system load calculation for instructors will be based on 32 weeks at 35 hours a week. These Instructors will be assigned a 35 hour per week work load with five hours designated for program development and review which do not require scheduling.
- b. Instructors hired after August 1st, 1999 may be placed on this load calculation system 1) when the program is in place, 2) while transitioning the program into an alternative delivery system, 3) or when the equated hour load no longer meets full load requirements.
- c. ADS instructors who teach an equated hour course may have their load calculated by crediting 2 hours of ADS time for each equated hour taught.
- d. Instructors hired before August 1st, 1999 may be moved to the ADS load calculation according to the following criteria:

1. Chronically low-enrolled Technical programs or courses may be moved to ADS
 2. Other Occupational/Technical programs or courses can be moved to ADS with the following provisos:
 - i. Faculty employed before August 1st, 1999 will be given every opportunity to make their load using their traditional load calculation
 - ii. Moving courses/content to ADS will be reviewed and approved by a joint faculty/administration team.
 - iii. All relevant college policies and procedures will be followed before any changes in delivery methods are implemented.
 - e. If, during the duration of this agreement, the college abandons the open entrance/open exit system or other alternative delivery system this load calculation is based upon, these Instructors will be given the opportunity to build a load in their contractual area of expertise using the standard academic load calculation.
 - f. Alternative delivery system instructors will receive the following adjustments to base salary
 - 32 week (1120 hours) at base salary for the year.
 - 36 week (1260 hours) at 12.5 percent premium in addition to base salary.
 - 40 week (1400 hours) at 25 percent premium in addition to base salary.
 - g. For instructors employed before August 1st, 1999 the instructor may agree to work 36 or 40 week calendars at his/her discretion. See Article VI C 3 e which speaks to low enrolled programs for an exception to this.
 - h. For instructors employed after August 1st, 1999 the administration may assign the calendar option up to the maximum of 40 weeks.
3. Blended (FTES/ADS Loads)

Blended load (FTES and alternative system blends) will have their load calculated on the following basis:

- a. Instructors employed before August 1st, 1999, will have their load based on the traditional academic (32 week) calendar year. See Article VI C 3 e which speaks to low enrolled programs for an exception to this.
- b. Instructors employed after August 1st, 1999 may have their load based on the 32, 36 or 40 week calendar as determined by the college.
- c. Conversion between FTES and ADS loads for fully enrolled programs will be computed by using a ratio of two hours of ADS instruction or development for each equated hour in the FTE system.

For example:

An ADS Instructor working 3 Equated hours would work 24 hours per week in the ADS.

An FTES Instructor teaching 14 equated hours would provide 2 hours per week in the ADS. See Article VI C 3 c which speaks to low enrolled programs for an exception to this.

C. Low Enrollment Load Calculation

It is recognized that when low enrollment threatens the ability of an instructor to work a full load special actions may be required to evaluate, restore, modify, implement or discontinue courses or programs.

1. Notice of low enrollment status will be provided to an instructor when:
 - a) An instructor's credit hour generation was below 410 for the previous academic year.
 - b) The administrative option to close low-enrollment courses would leave the instructor without the reasonable expectation of making basic load requirements for the academic year.
2. This decision must:
 - a. Be made by at least five working days prior to the start of the semester or session.
 - b. Be made in writing to both the instructor and the Faculty Senate before classes start.
 - c. Be made only after all other scheduling options, including preferential bumping of part-time Instructors within the Instructor's contracted area of expertise have been exhausted.
3. Load Implications
 - a. FTES Instructors may accept a load based upon 1:1 (equated/contact) for lecture hours and .75:1 for lab hours, and additional program development activities at the ratio of 2 hours program development for each equated hour deficiency in the semester load.
 - b. The unused prorated portion of the 5 hours unscheduled time may be available through the TSB Action Team recommendation for assignment at a 2:1 ratio.
 - c. Blended loads will follow the calculations stipulated in C. 3.
 - d. Instructors teaching in low enrolled programs will have the option of a 32 week (1120 hours) calendar year only for the first two years of this contract. After that if the program remains low enrolled, the college has the option of moving them to an alternative delivery system in which there may be a move to a 36 week (1260 hours), and 40 week (1400 hours) calendar year in the subsequent years of this contract.
4. TSB Action Team

Having delivered written notification of status, the appropriate administrator will convene a TSB committee to review the program and courses which the instructor is employed to teach and suggest ways of improving the enrollment. Faculty shall participate in authorized special activities to revitalize and restructure the program. These activities will be in accord with a two-year plan which will identify faculty activities, module development, guaranteed courses, resource needs, outcomes, goals, and decision points. The TSB team will decide the implementation timelines and recommend administrative action to continue or discontinue the effort to revitalize enrollment. This plan will be reviewed and revised as needed by the TSB team.

D. Overload

1. The College retains the right to assign an instructor any course he/she is qualified to teach even if the assignment results in an overload. If the assignment results in an overload the College cannot exceed 2 equated hours (or a total annual instructor load of 32 equated hours) unless agreed upon by the instructor. In making said assignments, the administration shall be limited to eight (8) different preparations except PED/ADS/ILC courses. Efforts will be made to limit the assignment of no more than three composition classes in a given enrollment period.

2. Overload for FTES

Overload determination for technical instructors will be listed singularly (mixing Fall and Winter) in descending order from greatest number of student credit hours generated to fewest. Thus, courses of greatest enrollment will be utilized to calculate basic annual load. Proration or equated hours for overload courses will be in accordance with the calculation used for defining basic load per paragraph B. 1. b. of this Article. Payment for overload courses will have a direct proration applied if minimum enrollment is not achieved -- 15 students at Count Day for 100-level courses and 12 students for 200-level or third and fourth semester single section program courses. (A 200-level class of 6 students would therefore be paid at one-half the overload rate identified in Article XII.)

The annual teaching load of instructors teaching shared-time sections will have those sections listed first, i.e., as the courses having greatest annual enrollment followed by College courses per above paragraph, to determine any overload circumstances and the subsequent pay for any overload.

2. Overload for ADS/Blended Instructors

Overload calculations for Instructors working under the AD system or blended load situations will have their ADS overload paid at a rate of \$20.25 per hour for academic year 99-2000, \$21.00 per hour for academic year 2000-2001, \$21.75 for academic year 2001-2002, and \$22.50 for academic year 2002-2003.

3. Overload calculations for Nursing faculty will be determined in accordance with paragraph B. 1. c. of this Article. Proration of equated hours for overload courses will use the same calculation used in determining basic load.

E. Independent Study

Instructors will receive \$46.00 per credit hour for each student enrolled in an independent study section. (For example, a 3 credit hour class with two students would be 3 credit hours x 2 students = 6 student credit hours x \$46.00 = \$276.00 to be paid the instructor.) All independent study arrangements require approval of the Instructional Administrator and the instructor.

F. Team teaching

1. Team teaching assignments must have the approval of the instructor and the appropriate instructional administrator. Enrollment must satisfy Instructional Administrator(s) requirements.
2. There will be two options for team teaching relative to an instructor's teaching load. They are an "Overload Option" and a "Basic Load Option".

3. Under the overload option each instructor (up to a maximum of 3) will receive overload compensation for the course as though she/he was the only instructor teaching the course. An individual instructor's participation in such a team teaching arrangement is limited to a maximum of two (2) classes during the primary enrollment periods (Fall and Winter).
4. Under the basic load option, one instructor will receive the courses full equated value on his/her basic load. The other instructor must accept overload payment for participation in this assignment. (NOTE: A minimum full-time load must be 29 equated hours.) An individual instructor's participation in such a team teaching arrangement is limited to a maximum of two (2) for an academic year.

G. Classes Cancelled/Back up Classes For those faculty that have had classes canceled in the past, or if there is a higher likelihood of it canceling, the faculty member may schedule a "back-up" class. This class section will be "reserved" for the full-time faculty member until it is determined that all basic or overload classes "go".

H. Year: Academic calendars for the years covered by this contract are found in Appendix B of this agreement. In addition an academic calendar for the year immediately following the expiration of this agreement is included as part of Appendix B.

1. In the event that "Acts of God" force the closure of the College or result in the cancellation of classes, bargaining unit members shall be excused from reporting to duty without loss of pay. Only classes missed during exam week shall be rescheduled. The Faculty Senate may be apprised of College plans to reschedule these days missed during exam week. Reschedule days will be considered a normal part of the instructor's contractual obligation.

I. Saturday Classes Assignment to Saturday classes shall only be made with the consent of the instructor. If an instructor accepts assignment for Saturday classes, he/she will be granted two consecutive days free of classes and office assignment.

J. Assignment Spanion The assignment of any instructor shall span no more than 13 hours from the beginning of the first class to the end of the last class in the same day. There shall be at least 12 hours between the end of the last class of the day and the beginning of the first class the next day. An instructor without her/his prior consent can be assigned to NO MORE than two class days between the times of 6:00 p.m. and 8:00 a.m. (per semester).

Exceptions to the above will be arranged by mutual agreement of the instructor and administration. An instructional hour will be 55 minutes in duration. Nursing faculty clinical assignments will be held between the hours of 6:00 a.m. and 11:30 p.m. for no more than 12 hours/days with the exception of preceptorship. Faculty assigned to preceptorship are to be available to students and/or preceptors as needed throughout a 24 hour day.

K. Scheduling The semester course schedules will be developed by the Board and Administration after all full-time faculty have been given reasonable time to provide input. Where a qualified full-time faculty member exists, they shall be given preference over any part-time instructor in the scheduling process.

L. Assignment of courses at other than the Harrison and Mt. Pleasant sites shall be made only to complete an instructor load. This provision shall not restrict assignment to clinical sites.

M. Class Size

1. The maximum enrollment for ENG 101 and ENG 111 will be 22 when possible. Nursing and clinical enrollments will not violate State Board of Nursing requirements.
2. For the purpose of determining class sizes, individual instructors will meet with their appropriate administrator and seek to adjust class sizes to best meet the objectives of the course.
3. The number of students in any laboratory or instructional area shall not exceed the number of fixed stations, seats, or exceed safety standards as determined by the College and/or other agencies so empowered.
4. The administration shall have the exclusive right to determine whether there are sufficient numbers of students in a class for the College to offer that class. There shall be no institutional drops of classes having an enrollment of 15 or more students.

For 200 level classes which have only one scheduled section per campus, or 3rd or 4th semester single section occupational/ career program courses there shall be no institutional drops of classes having an enrollment of 12 or more students.

5. Occasionally, educational technology, nature of the classroom instruction, limited class size, etc., make it possible and feasible to combine several classes into one scheduled time-block/s. The combining of courses shall be done with the agreement of the instructor involved. When different courses are intentionally combined in the same time-block/s, the following limitations will apply:
 - a. The courses shall be similar in nature;
 - b. No more than three courses shall be combined;
 - c. No more than 33 students will be enrolled;
 - d. Instructor credit toward annual load shall equal the highest equated hour granted for one of the courses.

N. Course Preparation

A course preparation is defined to be an activity which is published in the catalog, i.e., a course number and description; a course developed by the Curriculum Committee but not included in the latest catalog.

O. Student Advising/Registration

1. Instructors sufficient in numbers as determined by the administration will be available for advising activities. Any changes in the advising system that substantially alter the numbers of faculty needed shall first be taken to the TSB process.

P. Sponsorship of Student Activities

1. Sponsorship of all student clubs and organizations shall be on a voluntary basis.

2. A full-time instructor may accept, in writing, extra contractual assignments, on a semester-to-semester basis, and will be issued a supplemental contract for these activities. The activities will be distinct from courses identified in the College catalog.

Q. Teaching Facilities

1. The Board shall provide office space and equipment for each instructor. The Board recognizes the desirability of providing each faculty office with a personal computer. It likewise recognizes the desirability of providing counselors with offices suitable for holding confidential consultations and avoiding undesired interruptions.
2. The Board shall provide the following supplies for each instructor: laboratory coats for lab science and allied health instructors, shop coats and safety glasses for vocational-technical education instructors. The College will reimburse vocational-technical instructors for the difference between prescription safety glasses and regular prescription glasses provided adequate documentation is presented.
3. Adequate secretarial assistance shall be provided for instructors.
4. Dual Campus - Faculty Office space

The College recognizes that office/support space is important to faculty effectiveness. All reasonable efforts will be made to provide access for faculty.

R. Faculty Parking

1. Harrison
 - a. The Board shall provide adequate, lighted, paved parking facilities, properly maintained, for those full-time instructors so desiring.
 - b. An access card to the controlled area shall be provided upon payment of an initial fee of \$25.00 and subsequent annual renewal fees of \$20.00 by September 15.
 - c. Starting with the fourth year of continuous holding of a paid card, the instructor will be provided a card at no cost.
 - d. Costs for replacement cards shall be \$5.00.
 - e. Upon return of an individual's card, a \$5.00 refund will be distributed.
 - f. There shall be no proration for partial year usage.
 - g. Cars unlawfully utilizing the area shall be towed away at the owner's expense.
2. Mt. Pleasant Faculty Parking
 - a. The College will identify twelve (12) parking places signed for faculty use at the Mt. Pleasant Campus. These parking locations will be on the north side of the building at the extreme west end of the parking lot. The College will not provide enforcement to ensure faculty-only parking in these spaces.

S. Vacancies A vacancy shall be defined as a newly created position or a present position which is not filled or anticipated to be open in the future. Faculty will be informed of any professional vacancy no later than when the vacancy is externally advertised.

T. Academic Freedom

1. The instructor shall have the freedom to report the truth in the discipline of his/her professional expertise as he/she sees it both in the classroom and in reports of research activities. There shall be no artificial restraints which would impair the instructor's ability to present his/her subject matter in this context providing it is consistent with the institution's adopted course outcome objectives.
2. Both the Employer and Faculty Senate recognizing the importance of seeking to inspire students to develop respect for truth, a recognition of individual freedom, social responsibility and democratic tradition and an appreciation of individual personality are pledged to work together to create and preserve an atmosphere which is free from censorship and artificial restraint and in which academic freedom for teacher is guaranteed. No special limitation shall be placed upon study and investigation of facts and ideas concerning humankind, the physical and biological world or other branches of learning within curriculum guidelines approved pursuant to this Agreement.
3. A bargaining unit member shall be considered the owner of all proprietary rights (including copyright rights) of educational or similar materials created or otherwise developed by the member, except to the extent copyright ownership is deemed to vest with the College as the member's employer under federal copyright laws. However, to the extent such materials directly relate to educational activities of the College, including lesson plans, course syllabi, and like materials, the College shall have the right to use the materials for its own benefit, including rights to copy and distribute for classroom use, at no cost to the College.

U. Curriculum and Academic Standards Committee

1. General Statement of Purpose

Through regular review and discussion, the Curriculum and Academic Standards Committee ensures the quality, relevance, and consistency of College curricula. The Committee will also review degree requirements and establish academic standards of progress for students.

After review and deliberation the Committee must recommend appropriate action on curriculum and academic standards and present its recommendations to the President/Board for approval prior to implementation.

2. Membership

- a. The Committee will be comprised of the College's Chief Instructional Administrator, six (6) other administrators appointed by the President and nine (9) faculty appointed by the Faculty Senate. In addition to the transfer counselor and Individual Learning Center Director (lead instructor) a minimum of one faculty shall be selected from the areas of Business, Technical, Arts/Sciences, and Health.
- b. Appointments of the six (6) administrators and seven (7) faculty

representatives shall be for 2 years. (For the implementation year half of each group's appointments will be for one year and the other for two years.)

- c. The chair will be elected by the Committee for a two year term of office and shall have full voting rights.

3. Roles and Functions

The Curriculum and Academic Standards Committee will review all College credit courses and curricula on the regular basis. All new courses will be submitted to the Committee for their discussion and recommendations as well as any proposed new curriculum. Periodically, the Committee will review degree requirements and the standards of academic progress for students.

The Committee will coordinate the instructional progress of the College, plan and evaluate the educational functions which the College has defined, and present an opportunity for personal and unit communications. Specific tasks include:

- Review all new courses
- Review all new curricula or changes to existing curricula
- May recommend new subjects or areas for courses or curriculum development
- Assignment of credit value to courses
- Assignment of courses to departments
- Approval of publications and materials relating to courses and programs
- Regularly review degree requirements
- Regularly review student academic standards of progress.

In the event of prolonged absence (or vacancy) of one of the membership, the affected group shall select a voting substitute.

V. Civil Rights

Any activities by any member of the faculty in the public sector shall not affect in any way his/her employment with the Institution even where such activities may involve the citizen's right to criticize the operation of the Institution; however, this does not allow an instructor to willfully violate his contractual duties.

W. Field Trips

1. A field trip shall be defined as an educational activity which requires students and faculty members to leave the Campus. The College shall supply transportation, if available, for all such trips. In a normal situation an instructor shall make his/her request for trip authorization ten (10) days in advance to the appropriate administrator.
2. If the College requests that the faculty member use his/her own transportation and the faculty member agrees, he/she shall be reimbursed at the prevailing administrative rate.

ARTICLE VII
Safety And Health

A. Safety:

1. Instructors shall not be expected to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. If an instructor reasonably believes that unsafe or hazardous work conditions exist in his/her work area, or that he/she is being required to perform tasks or operate a vehicle or other machinery which endanger his/her health, safety or well-being, that instructor may immediately refuse to continue to be exposed to said unsafe or hazardous condition and shall immediately request that the safety committee investigate the condition and if said committee concurs with the instructor then MMCC shall: (a) immediately provide to that instructor an alternative work site free of unsafe or hazardous conditions or if no such work site is available, then MMCC shall: (b) immediately permit that instructor to cease working and then MMCC shall pay to that instructor his/her regular compensation until MMCC is able to provide a safe and hazardous-free work site. An instructor's reasonable belief that any of the prohibited work conditions enumerated herein exist, that instructor's refusal to be exposed to said prohibited work condition shall not constitute insubordination nor in any manner subject said instructor to discipline.
2. Smoking is prohibited except in designated areas.
3. Infectious Diseases:
 - a. Infectious diseases shall be as defined by the Michigan Department of Public Health Section 2843b of Act No. 368 of Public Acts of 1978 as amended in 1986 by Emergency Rule [333.28436]. Students with acute infectious communicable diseases will be excluded from MMCC pursuant to rules promulgated by the Department of Public Health. In the event that Board of Trustees revises the Board policies dealing with communicable diseases, MMCC will provide the Association, prior to adoption or implementation, notice and opportunity to bargain on said policies as they impact on the working conditions and health and safety of bargaining unit members.
 - b. In the event that a student with a known ongoing or chronic infectious diseases is allowed to attend MMCC, all instructors potentially having contact with the student shall be notified in advance. MMCC shall provide in-service instruction in disease transmission and education to prevent further spread of disease to members coming into contact with students having such infectious diseases.
 - c. If certain and unequivocal proof exist that an instructor contacted an infectious disease through casual contact with a student, and if in the opinion of two physicians selected by instructor and paid by MMCC, said casual contact is the likely cause of the instructor's infectious disease, it shall be deemed to have resulted from the instructor's employment and any resulting absences shall not be charged against the instructor's sick days. MMCC shall pay to such instructor the difference between his/her salary with all fringe benefits, and benefits received under the Worker's Compensation Act for the duration of such absence or such instructor shall receive long term disability benefits.

- d. An instructor contracting an infectious disease shall have no fewer rights to continue employment with the employer than the rights afforded to a student with an infectious disease to attend MMCC.

5. Substance-Abuse:

- a. During the term of this Agreement, the Employer will not engage in the testing of instructors through the taking of blood, urine, or breath samples in order to determine if they are working under the influence of alcohol or drugs. In particular, the Employer agrees not to perform or require random testing, testing prior to promotion or the award of tenure, periodic testing or testing as part of any physical or psychological examinations otherwise required. The failure or refusal of an instructor to submit to such testing will not be grounds for discipline.
- b. The Association and MMCC jointly recognize that alcohol and drug abuse are governed by the Americans with Disabilities Act and shall be treated as such pursuant to the application of the terms and conditions of this Agreement.
- c. When an administrator observes an instructor experiencing performance difficulties and those difficulties, in the opinion of the administrator, are due to alcohol and/or drug abuse, he/she will discuss the apparent difficulties with the instructor at a specially scheduled interview. The instructor shall be afforded the right to have appropriate Association representative(s) present at such interview. In all instances, the Association representative(s) shall be notified in advance that such an interview is scheduled. One of the possible outcomes of such a meeting will be the instructor's referral to the College's Employee Assistance program.
- d. An instructor, while successfully participating in an alcohol or drug abuse program as verified by progress reports provided by the Employee Assistance program shall not be subject to discharge or discipline for alleged alcohol and/or drug abuse. The Employer's determination that an instructor is not successfully participating in the program shall be subject to the grievance procedure found elsewhere in this Agreement.
- e. No adverse effects to the instructor's status shall result based upon diagnosis itself or request for treatment. However, if the instructor refuses to accept diagnosis and treatment offered by the Employee Assistance program or fails to respond to treatment as documented by the Employee Assistance reports and the result of such refusal or failure is such that job performance or appropriate behavior on the job is affected, that instructor will be subject to discipline up to and including discharge.
- f. The parties concern is limited to alcoholism and drug abuse problems which cause poor attendance and/or unsatisfactory performance on the job.
- g. MMCC agrees that any instructor with an alcohol or drug abuse problem who requests diagnosis or treatment will not jeopardize his/her job rights or job security and that such problems will be handled in a confidential manner.
- h. All reports of actual or alleged alcohol and/or drug abuse shall be promptly reported to the respective instructor.

ARTICLE VIII Faculty Benefits

A. Leaves of Absence

1. Sick Leave: At the beginning of each school year each instructor shall be credited with a five (5) day sick leave allowance to be used for absences caused by illness or physical disability of the instructor. Then, beginning with the month of November, each instructor will earn one (1) day of sick leave for each month through May he/she is in the employment of the College. The unused portion of such allowance shall accumulate to 150 days. Instructors absent because of illness or physical disability will cause the fact to be reported to the Instructional Administration office in advance of the next assigned obligation.
 - a. Family and Medical Leave Act of 1993 will include use of the College's sick leave benefits.
 1. The benefit year will be July 1 to June 30
 2. The instructor will receive formal notice from the Director of Human Resources identifying the first day FMLA leave eligibility commenced.
2. Bereavement:
 - a. Death in the immediate family: The instructor may take a maximum of three (3) days per death. Immediate family shall be interpreted as husband, wife, co-habitators, mother, father, brother, sister, children, grandchildren, father-and mother-in-law, grandparents, uncle, aunt, niece, nephew and all immediate family steps. The Administration may grant additional days when the death of a child or spouse is involved.
 - b. Absence for bereavement beyond the allowance specified in Section 2.a shall be considered personal leave.
 - c. Bereavement leave shall not be deducted from vacation days or holidays.
3. Family Illness: In case of critical illness of a member of the employee's immediate family as defined in Section A.2.a., a maximum of six (6) days per year will be granted with pay. Additional days may be granted upon request.
4. Personal Leave: Each faculty member shall be granted two days per contract year for personal use. Personal days may not be used to extend vacation or holiday periods without approval from the appropriate Instructional Administrator.
5. Legal Leave: The faculty member shall be excused from work for jury service or if he/she is subpoenaed as a witness by any body empowered by law to compel attendance by subpoena. Such faculty member will receive his/her regular College pay and reimburse the College for any revenue received from such jury duty.
6. Sabbatical Leave: The Board, upon recommendation of the Faculty Senate, shall grant sabbatical leaves of absence for full-time faculty members in accordance with the following specific provisions:
 - a. Faculty members shall be eligible for sabbatical leave with pay after each seven (7) years of continuous service at the College. The number of

sabbatical leaves during the term of this contract shall be limited to two (2) faculty members each year, and seniority in service shall be considered in the granting of such leaves.

- b. The sabbatical leave shall be no longer than a period of two (2) consecutive semesters; it may, at the option of the applying member be one semester in length or two (2) consecutive semesters.
- c. The salary for the sabbatical leave will be half-pay for two (2) semesters, or full pay for one (1) semester. Upon return from such leave, a faculty member shall be placed at the same position on the salary schedule that he/she would have been placed had he/she taught in the College during the period.
- d. See Guidelines for Sabbatical Leave in Appendix H.
- e. A position on the staff shall be available to the faculty member upon his/her return from sabbatical leave.
- f. A faculty member who receives a sabbatical leave shall return to the College for a period of two (2) years.

7. Unpaid Leaves of Absence:

- a. A leave of absence of up to two (2) years may be granted to any faculty member upon application for the purpose of advanced study. Upon request the Board may extend such leave beyond the two (2) year limit if it so desires.
- b. A leave of absence of up to two (2) years may be granted to any faculty member upon application for the purpose of participating in exchange teaching programs in other states, territories or countries, or a cultural program related to his/her professional responsibilities, provided that said faculty member states his/her intention to return to this College.
- c. A military leave of absence shall be granted to any faculty member who shall be inducted or who shall enlist for one enlistment period for military duty in any branch of the Armed Forces of the United States. Military leave shall also be granted for periods of time for the purpose of fulfilling commitments to the United States Armed Forces during the periods of crises or emergencies. Upon return from such leave, in accordance with the requirements of such applicable law for the retention of re-employment rights, a faculty member shall be placed at the same position on the salary schedule that he/she would have been had he/she taught in the College during such period.
- d. A leave of absence of up to two years shall be granted to any faculty member upon application for the purpose of serving as an officer of any professional association or on its staff. Upon request the Board may extend such leave beyond the two-year limit if it so desires.
- e. A faculty member who is elected or appointed to a political office which requires his/her absence from duty with the College for an extended period of time shall be granted a political leave of absence without pay. Should he/she be re-elected or re-appointed to the same political office for an ensuing term, or elected or appointed to a different political office for an

ensuing term, his/her leave of absence shall be terminated. A leave of absence for one semester, without pay, shall be granted to any faculty member upon application for the purpose of running for public office.

- f. Child Care Leave shall be granted for no more than two academic years to a faculty member upon his/her request. The faculty member will be able to return to his/her former position upon completion of the leave period. This leave will be without pay. Fringe benefits shall be provided for the first sixty (60) days of this leave. Faculty members on child care leave will not accrue seniority while on such leave.
 - g. It is recognized that unlike a child care leave, a child birth leave is to be treated the same as any other physical disability in that the faculty member may choose to utilize her accumulated sick days and then her paid or unpaid disability leave benefits for the duration of the physical disability.
 - h. Mutual consent leave shall be granted to a faculty member upon his/her request if it is mutually agreeable to the faculty member and the Board. Such leaves shall be granted for not less than one semester nor more than two semesters. At the end of the leave period, the faculty member will be able to return to his/her former position or similar position. Such leave may or may not be without pay and fringe benefits.
 - i. A faculty member on unpaid leave shall retain all credit toward sabbatical leave, but shall not accrue additional credits while on leave.
 - j. Faculty members on unpaid leave will have priority to return to their former position.
 - k. After twelve (12) months of continuous employment, a disability leave without pay may be requested by the instructor from the Vice President. Accumulated sick leave must be used prior to the disability leave. Leave may be granted on the approval of the President and the Board of Trustees. Disability leave may be up to ninety calendar days in length, with fringe benefits covered.
8. Temporary full-time instructors may be hired by the Board as replacements for instructors on approved paid or unpaid leaves of absence up to a period of two academic years.

B. Professional Improvement

- 1. Time may be made available to each faculty member to attend professional conferences. Those conferences approved by the administration shall be fully reimbursed for reasonable expenses within the scope of the approved Board of Trustees' budget, and will be granted on a rotating basis.

Individual faculty will include a personal professional development plan in the annual PROFESSIONAL RESPONSIBILITIES and FACULTY EFFECTIVENESS PORTFOLIO they submit to their instructional administrator. The instructional administrator will discuss the proposed professional development objectives with the instructor and together they will establish a plan that best achieves the instructor's professional development objectives with available resources.

All faculty shall participate (exclusive of faculty orientation activities prior to the start of a semester) in or be a major presenter at no less than two professional development activities annually (August to August). Individual faculty may choose which faculty development activities they will attend.

2. a) The Board of Trustees will pay actual tuition to full-time faculty for successful completion of course work directly related to their subject matter field of employment or pursuing a program or courses that had received written Administrative approval in advance of any course enrollment for which reimbursement is sought after the completion of the minimum requirement for full-time employment. Reimbursement will be initiated when the instructor makes available a copy of his/her tuition payment receipt and grade report.
 - b) Faculty may participate in the Administrator's "dissertation of loan agreement" program which provides tuition reimbursement loans at certain enrollment points for courses directly related to dissertation research/writing activities. Participation requires the instructor to sign and agree to all conditions of that agreement.
3. The Board of Trustees shall provide tuition grants including required course fees at MMCC, as approved by the Board, for full-time instructional personnel, spouse and dependent children provided a 2.0 g.p.a. is maintained, up to a maximum of 62 semester hours or completion of a certificate or degree program. Full-time faculty can enroll in any MMCC course on an "audit" basis after his/her teaching schedule for the enrollment period has been approved by the appropriate administrator.

C. 1. Life Insurance:

- a. The Board of Trustees shall provide \$50,000 group life term insurance plus \$50,000 AD&D for each full-time faculty member. Coverage will terminate at retirement. The individual faculty member may elect, at his/her expense, additional group life term insurance subject to insurability. Benefits shall be payable to the employee's designated beneficiary.
- b. Dependent life insurance in the amount of \$2,000 for spouse and \$2,000 for dependent child will be available, at the expense of the employee, on an optional basis.

2. Group Health Insurance:

- a. The Board shall provide health insurance substantially similar to the SET/SEG plan currently in effect and the same as the plan provided for the administrative staff on a twelve (12) month basis, for each member of the full-time faculty and his/her eligible dependents. In lieu of such coverage a faculty member may elect to receive a \$1500 payment to a qualified tax deferred annuity plan.
- b. Instances where the College employs both a husband and wife, the College will provide only one of these employees with a health benefit package (the other will be considered a dependent on the insured's policies). If one of the two is a member of the faculty bargaining unit, the health benefits specified in the faculty contract will be provided the faculty member who will be the principally insured and the spouse considered the dependent. If the faculty member in this situation elects the \$1500 tax deferred annuity option

identified in (a) above, no health benefits will be provided by the College to either the husband or wife.

- c. The Board shall provide dental coverage as provided to the administrative staff (substantially similar to a Delta Dental insurance program) for each member of the full-time faculty and his/her eligible dependents. Coverage shall include the 75%-25% co-payment plan and the 50%-50% bridges and dentures plan.
- d. The Board shall provide vision coverage as provided to the administrative staff for each member of the full-time faculty substantially similar to the VSP-2 Optical Insurance.
- e. It is understood that if the health benefits for the Administrative staff are changed to a \$5 co-pay for Prescription and \$250 Single and \$500 Family co-pay for Master Medical, these same conditions will apply to faculty. Further, the Board reserves the right to change carriers after bidding specifications that would be substantially similar to existing benefits.

3. **Salary Continuation:**

The Board shall provide, without cost to the instructor, insurance providing a plan of salary continuation in the event of long-term sickness or disability. Such plan to provide 66 2/3% of each individual's salary shall be guaranteed up to a maximum of \$700 per week (\$3,000 per month) commencing with the 61st consecutive day of disability and extending to age 65 if disability occurs prior to age 60, between ages 60-64 for 5 years.

D. Bookstore Discounts:

All faculty and retired faculty shall be given a twenty (20) percent discount on items routinely stocked. However, the discount shall not be less than the actual cost to the Bookstore.

E. College Events:

Tickets are to be supplied to faculty and retired faculty members, upon request, for all College-sponsored student activities such as basketball games, plays, etc., held on campus.

F. Physical Examinations and Inoculations

Examinations and inoculations required by the Board shall be paid for by the Board.

G. Faculty--Early Retirement Incentive Program

When full-time faculty retire from Mid Michigan Community College within six (6) months of satisfying the minimum Regular Retirement criteria required by MPSERs' MIP and BASIC Plans (it is the responsibility of the individual to determine how this impacts them), they will be eligible for early retirement benefits described below. (Actual separation from Mid Michigan Community College must coincide with either the end of the Fall or Winter Semester. Therefore, the six (6) month requirement be interpreted to mean retirement at the end of the semester closest to the six (6) month requirement.)

Full-time faculty who satisfy or exceed this "minimum Regular Retirement eligibility" at the time of ratification of this contract will have to retire on or before May 3, 2000.

NOTE: FULL-TIME FACULTY WHO FAIL TO INITIATE RETIREMENT FROM MID MICHIGAN COMMUNITY COLLEGE PER THE MINIMUM RETIREMENT ELIGIBILITY DESCRIBED ABOVE, COMPLETELY WAIVE ANY CLAIM TO EARLY RETIREMENT BENEFITS PROVIDED BY THE COLLEGE DURING THIS AND ALL SUBSEQUENT CONTRACTS.

1. Conditions to be eligible for said Early Retirement Incentive:
 - a. The employee must actually apply for benefits and MPSERS must provide MMCC with written proof that the faculty member has satisfied the minimum full-retirement criteria plan in which the faculty member is enrolled.
 - b. The faculty member must have been employed by MMCC for a minimum of fifteen (15) years.
 - c. In order to receive the retirement incentive, the employee must write, sign, and submit a non-revocable Letter of Resignation.
 - d. The retiree (employee) must provide the College and MESC a letter stating that he/she will not apply for or draw unemployment compensation.

BENEFITS

BASIC ALLOWANCE: The College agrees to pay the participating faculty member sixty (60) percent of his/her base salary (excluding all overload and extra contractual pay) earned during the twelve (12) month period immediately preceding the agreed upon retirement date. This payment will be made in three equal yearly installments commencing with the date of retirement and on the next two anniversaries of that date. (The member may elect, in writing, to select a lump sum present value payment of the combined basic and supplemental (unused sick leave) amount thirty (30) days in advance of their retirement date.)

SUPPLEMENTAL BENEFITS - UNUSED SICK LEAVE (150 maximum): The College agrees to pay the participating faculty member \$35.00 per day for all unused sick days - to be paid according to the elected option from above.

No subsequent contract negotiations shall alter benefits awarded retirees under this plan nor shall such benefits be subject to negotiations by the retiring faculty member.

The Faculty Senate and the Board of Trustees agree that the Early Retirement Incentive Program, as outlined in this section, may be eliminated in future contracts and may not be available to any instructor retiring in subsequent years.

It is understood by full-time faculty intending to apply for this benefit that sufficient notification to the College is necessary for a smooth transition of teaching duties. Therefore, to participate in this Program, an instructor must provide written notification to the College at least six (6) months in advance of the intended (required) date of separation.

STATUS OF FACULTY POSITIONS VACATED THROUGH THIS EARLY RETIREMENT INCENTIVE PROGRAM:

The College at its discretion and option, can employ an annual adjunct instructor for the equivalent of a full-time faculty member's load at the contract overload rate for full-time faculty. (The administration will determine the adjunct salary within a range of basic overload compensation to a plus 33 percent of overload.) The College can choose to use the adjunct option for up to 3 years following the retirement date of the Early Retiree.

ARTICLE IX Grievance Procedure

Efforts to resolve problems informally are strongly encouraged by both the Faculty Senate and the College Administration. The grievance is intended to bring formality to the problem resolution.

- A. A grievance is a claim or complaint by a faculty member or group of faculty members, or the Faculty Senate ("Grievant"), based upon an event which affects a condition of employment, discipline or discharge, and/or alleged violation, mis-representation or misapplication of any provision of this Agreement, or any existing rule, order or regulation of the Board of Trustees. The above-definition shall be applicable only through Section F of this Article.

B. INFORMAL DISCUSSION

In the event that a faculty member or group of faculty members or the Faculty Senate believes they have a basis for a grievance, he/she shall first informally discuss the grievance with the appropriate Administrator.

C. STEP ONE

If as the result of the informal discussion with the appropriate Administrator a grievance still exists, the Grievant may invoke the formal grievance procedure on the form set forth in Appendix C, signed by the Grievant and the Faculty Senate submitted in duplicate to the Vice President within fifty-five (55) calendar days after the Grievant knew or should have known of the act or condition on which the grievance is based or the grievance shall be deemed waived. The Vice President will have five (5) working days after the date of receipt to render his/her disposition of the grievance.

D. STEP TWO

If the Grievant and the Faculty Senate are not satisfied with the disposition by the Vice President, or if no disposition has been made within five (5) working days after the date of receipt, the grievance may be submitted to the President or his/her designee. If a disposition has been made by the Vice President within five (5) working days after the date of receipt, the grievance must be submitted to the President or his/her designee within five (5) working days after receipt of the disposition by the Vice President, or such disposition will be deemed satisfactory. If no disposition has been made by the Vice President within five (5) working days after the date of receipt, then the grievance must be submitted to the President within five (5) working days after the deadline for disposition by the Vice President, or the grievance will be deemed to have been waived. The President or his/her designee will have ten (10) working days after the date of receipt within which to schedule and hold a meeting with the Grievant and the Faculty Senate, at such date, time, and place as it mutually agreeable, in an effort to resolve the grievance. The President or his/her designee will then have five (5) working days after the date of such meeting to render his/her disposition of the grievance.

E. STEP THREE

If the Faculty Senate is not satisfied with the disposition of the grievance by the President or his/her designee or if no disposition has been made within five (5) working days after the grievance meeting, or if no meeting was scheduled the grievance may be submitted to mediation (copy of mediation request will be routinely provided to the College) in accordance

with section 7 of the Michigan Public Employment Relations Act, MCLA 423.207. If a disposition has been made by the President or his/her designee within five (5) working days after the date of the grievance meeting, the request for mediation must be filed with the Michigan Employment Relations Commission within five (5) working days after receipt of the disposition by the President or his/her designee, or such disposition will be deemed satisfactory. If no disposition has been made by the President or his/her designee within five (5) working days after the date of the grievance meeting, then the grievance must be filed with the Michigan Employment Relations Commission within five (5) working days after the deadline for disposition by the President or his/her designee, or the grievance will be deemed to have been waived.

The Michigan Employment Relations Commission will have four (4) calendar weeks after the date of filing within which to complete the mediation process. If the grievance is one that is subject to arbitration in accordance with the provisions of paragraph G below, the Board and the Faculty Senate may agree to bypass mediation and submit the matter directly to arbitration. Any such agreement must be made within the time limits for referral to mediation and must be in writing.

F. STEP FOUR

If mediation is not completed within four (4) weeks after being requested, either party may file a petition for arbitration with the American Arbitration Association. The Faculty Senate only, and not an individual faculty member, may request arbitration, provided, however, that arbitration shall only be available as to grievances alleging violation, misrepresentation, or misapplication of this Master Agreement. If the mediation process has been completed within four (4) calendar weeks after the date of filing, the request for arbitration must be submitted within five (5) working days after the mediation process has been completed or the mediation has been bypassed. Either party may request a pre-arbitration meeting within the five (5) working day window period following the mediation process to review the mediator's disposition.

G. The arbitrator will be selected through the American Arbitration Association. Except as otherwise provided herein, the arbitrator will follow and be bound by the rules of procedure adopted by the American Arbitration Association.

H The Board and the Faculty Senate shall not be permitted to assert in any such arbitration proceedings any ground or rely on any witness or exhibit not previously disclosed to the other party. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written to settle the grievance before him/her. The arbitrator shall at all times be governed wholly by the terms of the Agreement and he/she shall have no power or authority to amend, alter or modify this Agreement in any respect, nor shall the arbitrator have the authority to hear or determine more than a single grievance in a single arbitral hearing unless the parties agree otherwise. If the issue of arbitrability is raised, the arbitrator shall only determine the merits of the grievance if arbitrability is affirmatively decided. By accepting a case from the parties, the arbitrator acknowledges his/her limitations of authority and agrees not to decide an issue which is outside of his/her jurisdiction under this Agreement. The Arbitrator recognizes that the Employer is governed by certain laws of the State of Michigan and the arbitrator agrees that this Agreement shall be interpreted and construed consistent with such laws. Retroactivity of the arbitrator's award shall be limited to the date the grievant knew or should have known of the act or condition on which the grievance is based. Notwithstanding the forgoing, an arbitrator's award as to payroll computation errors may be retroactive for up to one (1) year prior to the time the grievance was first submitted in writing. Arbitration awards shall be final and binding on the Employer, Association, and employees. Both parties agree to be bound by the award of the arbitrator. However each party reserves the right to challenge the arbitration award in any court of

competent jurisdiction if the arbitrator has exceeded his/her jurisdiction or has arrived at his/her award fraudulently or by improper means.

- I The fees and expenses of the arbitrator shall be shared equally by the Board and the Faculty Senate. The expenses and compensation for attendance of any employee, witness or participant in the arbitration shall be paid by the party calling such employee or witness or requesting such participant.
- J The number of days indicated at each level 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. The terms "teaching days" shall mean all days on which classes are scheduled. The term "working days" shall mean all calendar days, excluding Saturdays, Sundays, and legal holidays.
- K All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of participants and shall be available to the Faculty Senate.
- L It is agreed that the aggrieved party and the Faculty Senate shall be furnished with any information in the possession of the Board of Trustees necessary for the processing of any grievance or complaint.
- M If a grievant has a grievance which he/she wishes to discuss with a supervisor, he/she is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Faculty Senate and an opportunity for a Faculty Senate representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interest of the faculty members shall be the sole responsibility of the Faculty Senate.
- N A grievance may be withdrawn at any level. However, if, in the judgment of the Faculty Senate, the grievance affects the welfare of the faculty, the grievance may continue to be processed as a grievance by the Faculty Senate.

ARTICLE X
Professional Behavior

- A. The Code of Ethics of the Education Profession is considered by the Faculty Senate and the Board as acceptable criteria of professional behavior. The Faculty Senate shall deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession.
- B. No bargaining unit member shall be disciplined without just cause or without being accorded due process. The term "discipline" as used in this agreement includes written warnings; reprimands; suspensions with or without pay; reduction in rank, compensation, or occupational advantage and discharge; or other actions of a disciplinary nature.
- C. A faculty member shall at all times be entitled to have present a representative of the Faculty Senate when he/she is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to faculty until such representative of the Faculty Senate is present.
- D. The employee shall sign and receive a copy of each disciplinary action. The signing of this document is not to be construed as an admission of guilt but only as an acknowledgment that such action exists. In imposing any sanction on a current charge, MMCC shall not take into account any prior infraction which occurred more than two (2) years previous to the date of the occurrence of the event on which the current charge is based.
- E. Suspension may occur while discipline is pending. The Instructor's pay shall not be interrupted nor reduced while discipline is pending.
- F. No student, parental, citizen, or college personnel complaints originating after initial employment will be placed in an instructor's personnel file unless the instructor has had an opportunity to review the material. Complaints against the instructor shall be put in writing with names of the complainant(s). The administrator shall attach to the complaint a written explanation of all administrative action taken and administrative expectations (if any) of the instructor. The instructor may submit a written notation or reply regarding any complaint, and the same shall be attached to the file copy of the material in question. When complaint material is to be placed in an instructor's file, the affected instructor shall be given the opportunity to review and sign said material, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.

ARTICLE XI **Employment Practices**

A. Probationary Instructors:

Incumbent employees and employees hired after the effective date of this Agreement shall be considered probationary employees for a period of up to two (2) full academic years after their commencement of service within the bargaining unit. Except where specified elsewhere herein, this Agreement shall apply to probationary employees. Probationary employees may be issued a one (1) year probationary contract for each of their first two (2) years of service with the Employer. The probationary period may be extended for one (1) additional year but only by mutual agreement in writing between the employee, the Employer and the Association. During the probationary period, the President of the College may, at his/her discretion, discipline or terminate the employee, may decline to renew the employee's contract at the end of an academic year, or may at any time grant Full Status to the employee, all without regard to any other provisions of this Agreement. The President shall, however, make reasonable efforts to advise a probationary employee by April 15 if that employee's contract will not be renewed for the next subsequent academic year or if she/he is not to be placed on Full Status.

B. Individual Faculty Contracts: Individual contracts for all returning instructors shall be issued within seven (7) calendar days from the date of ratification of this Agreement and within seven (7) calendar days prior to the first day of classes for subsequent academic years.

C. Faculty Evaluation

The Board of Trustees supports an educational environment which has inherently related to it an on-going evaluation of its personnel. This process should be regular and maintain as its overall objective the improvement of performance by all elements functioning in the Institution and is not intended to be used as an instrument for the construction of discipline. The criteria and instruments of evaluation will be developed jointly between the Faculty Senate, the faculty member and the administration, and only those criteria and instruments shall be used to evaluate faculty. Until such time as new evaluation instruments and criteria are developed as part of the ratified Faculty Contract, the present criteria and instruments shall be used as amended. (Appendix I)

The faculty member shall be given the opportunity to select either option I or option II of the evaluation process set forth in the Master Agreement (Appendix I).

D. Layoff

When ever it is necessary to decrease the size of the faculty due to, but not limited to, insufficient funds, projected revisions, deletions of programs or enrollment declines, the following factors will be used to determine employees whose position is to be reduced or eliminated: seniority, certification requirements, and academic qualifications. Where clearly superior performance as documented by objective criteria is evident, it is understood that less senior full-status faculty may be retained during layoff. Recall from layoff shall be based upon the same considerations. The Employer may reassign employees' duties and schedules to avoid laying them off.

E. Layoff Notice:

Employees to be laid off for an indefinite period of time will be so advised in writing as soon as is practicable after said decision has been made by the Employer. The Association

President shall, on the same date the notices are issued to affected employees, be tendered a list of the employees being laid off.

F. Assignments to Avoid Layoff

In the event the Employer does not offer to a bargaining unit instructor a minimum load, the instructor shall be offered the options of: (a) being laid off without pay in accordance with the layoff-recall provisions of this Agreement; or (b) displacing part-time instructors. The foregoing shall apply only to such classes taught by part-time instructors as are already being offered; the Employer shall not be required by virtue of this provision to institute any additional such classes.

G. Seniority Determination Seniority shall be determined by earliest date of full-time instructor appointment, and will continue during all Board approved leaves.

H. Full Status

Upon determination by the President that an employee has successfully completed his/her probationary period the President shall place said individual on Full Status. Full Status shall not constitute a guarantee of continued employment. Full Status employees shall not, however, be terminated or disciplined by the Administration without reasonable cause; Administration action in this regard shall be a proper subject of review under the Grievance and Arbitration provisions of this Agreement.

I. Loss of Seniority and Full Status

An employee's seniority, Full Status and employment relationship with the Employer shall be terminated when:

1. He/she resigns;
2. He/she is discharged for just and reasonable cause;
3. He/she is absent for five (5) consecutive working days without notice to the Employer within such time of the reasons for, and excuse by the Employer of, such absence, unless the giving of such notice is impossible;
4. He/she fails to report for work as scheduled within seven (7) calendar days after notice of recall from any layoff is sent to his/her last known address as reflected on Employer records;
5. He/she fails to report for work on the required date at the end of an authorized leave of absence or authorized extension thereof, unless such reporting is impossible;
6. He/she is on layoff status consecutively for two (2) calendar years or the length of his/her seniority whichever is less;
7. He/she retires.

J. Full Time Faculty Retraining

When there is no general decline in student population nor a decrease in revenue, but where there is staff reduction because of program modification, course deletion, or decrease in enrollment affecting a particular area or course of study, the faculty affected may request to

participate in a retraining program according to the conditions described below:

1. The faculty member subject to staff reduction shall be promptly notified of such, and he/she shall indicate within thirty (30) days in writing his/her desire to retrain. Such declaration shall be accompanied by a plan of study subject to the approval of the Board upon recommendation by the President. It is understood that approval of such retraining is subject to Administrative approval based upon the future needs of the College as determined by the Administration and the Board of Trustees.
2. The period of time granted to retrain shall not exceed two semesters.
3. The Board agrees to accept retrained teachers to fill vacant positions for which they have become qualified and such re-employment shall not result in loss of salary or College seniority.
4. Should the position previously held by a retrained and re-employed teacher become available again, he/she shall have the right to it with no loss of College or area seniority.
5. Faculty members applying for a retraining leave shall receive first priority under the Sabbatical Leave provision.
6. All provisions of the Sabbatical Leave policy will apply.

K. Instructor notification of his/her resignation of employment shall be tendered to the Board no later than April 15, except that under emergency conditions the notification may be tendered between April 15 and July 31. Resigning instructors who complete the academic year will have their fringe benefits continued through the month of August.

L. No Strike Pledge

The parties, including the individual members of the Faculty Senate, acknowledge that continuous and uninterrupted provision of services by the Employer and prompt and fair disposition of grievances are essential considerations for this Agreement.

The grievance and arbitration procedures set forth in this Agreement shall be and are the exclusive method of resolving any dispute, controversy, disagreement, complaint or grievance, and the Faculty Senate and its members acknowledge and agree unequivocally that there shall be no right to strike for any reason during the term of this Agreement. The Faculty Senate and its members, agree not to directly or indirectly, call, sanction, encourage, honor, or take part in any strike, walkout, slowdown, work stoppage, or any other curtailment or restriction of work meant to interfere with the peaceful and normal operations of the Employer or its provision of service, or interfere with work in or about or access to the Employer's operations, building, property, or premises, where ever located.

M. Violation of No Strike Pledge

Any employee who engages in any activity prohibited by the foregoing Section shall be subject to such disciplinary action as the Employer deems appropriate, up to and including discharge. The Faculty Senate acknowledges that discharge is an appropriate penalty for such violation. Any appeal to the Grievance Procedure shall be limited to the question of whether the employee or employees did, in fact, engage in any activity prohibited by the foregoing Section.

N. No Lockout

The Employer agrees that it will not engage in a lockout during the term of this Agreement.

ARTICLE XII
Professional Compensation

A. Salary Schedules: All faculty members are to be placed on the proper step on the appropriate salary schedule as defined in Appendix E. The salary schedules for 1999-2000, 2000-01, 2001-02 and 2002-03 are listed in Appendix E. The academic calendar for 1999-2000 and 2000-01 are listed in Appendix B. Subsequent year calendars will be developed with the Faculty Senate and the Administration taking into consideration the calendars of neighboring higher education institutions.

B. Salary Payment

1. It is agreed that for the 1999-2000 fiscal year, there will be 26 pays. The salary of each instructor shall be paid in 26 bi-weekly paychecks or 20 bi-weekly paychecks at the option of the faculty member. The first normal bi-weekly pay date shall be September 3, 1999 while the first pay date in subsequent years of this contract will be set in the last quarterly meeting of the previous academic year. Paychecks will be available after 3:00 p.m. the day before the scheduled bi-weekly payday. When a normal payday occurs on a day when school will not be in session, each paycheck shall be available in the administrative office until 4:00 p.m. of said normal payday and thereafter placed in the regular mail no later than 5:00 p.m. on the same day. If the administrative office is to be closed on said day, notification of paycheck distribution will be made in advance.

2. Deductions may be authorized by the instructor and shall be executed for such items as:
 - a. Faculty Senate Dues
 - b. Credit Unions
 - c. Annuity Programs
 - d. Faculty Senate Approved Financial Matters

3. The last paycheck of each academic year may be held until all contractual obligations are completed.

4. The Board reserves the right to limit the number of different payees for which it will make deductions by requiring a minimum of ten (10) employees requesting said deduction per payee.

C. Supplemental Teaching

1. Priority for teaching summer and overload courses will be given to full-time instructors in their normally taught subject areas.

2. If a full-time faculty member accepts a supplemental teaching assignment, excluding adult, continuing education or community service instructional courses or activities, beyond the basic load, the rate of compensation shall be \$675 per equated hour for 1999-2000, \$700 per equated hour for the 2000-01 academic year, and \$725 per equated hour for the 2001-02 academic year, and \$750 per equated hour for the 2002-03 academic year.

Overload for ADS/Blended Instructors

Overload calculations for Instructors working under the AD system or blended load situations will have their ADS overload paid at a rate of \$20.25 per hour for academic year 99-2000, \$21.00 per hour for academic year 2000-2001, \$21.75 for academic year 2001-2002, and \$22.50 for academic year 2002-2003.

3. Supplemental salaries shall be paid according to the Method of Payment Option in the Supplemental Teaching/ Services Contract, Appendix G.
4. Payment for overload courses will normally begin during the Winter semester after the basic teaching load has been satisfied.
5. The regular semester supplemental teaching load shall not exceed three (3) equated hours per semester. Additional overload hours may be made available by the appropriate instructional administrators. Involvement in other college activities will be considered in the assignment of additional (more than 3 hours a semester) supplemental contract.
6. Spring/Summer teaching assignments for full-time faculty will be determined at schedule building time.

ARTICLE XIII
Institutional Development

The Faculty Senate is to be apprised of and involved with all long-range institutional planning.

- A. The Faculty Senate President, or designee, will become a member of the MMCC's President's Cabinet.
- B. Two representatives of the Faculty Senate will become members of the Professional Employee's Council.

ARTICLE XIV
Agreement Effectuation

- A. All instructor contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- B. Copies of this Agreement shall be provided by the Board within twenty (20) days of ratification to all instructors. An additional twenty (20) copies will be provided the Faculty Senate within the same time period. Candidates shall be informed that a Master Agreement is in effect.
- C. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. It is further agreed that within ten (10) days of notification of a final and binding determination of such illegality, the Employer and Faculty Senate will commence negotiations to reach a new agreement concerning the subject matter of the provision determined to be illegal.

ARTICLE XV
Miscellaneous

- A. In the writing and amending of its Board Policy Manual, the Board shall notify the Faculty Senate of any changes.
- B. If an instructor accepts a position of supervision or coordination of a student teacher or teaching intern, the instructor will receive an amount of money equal to that reimbursed to Mid Michigan Community College from the sending institution per academic semester per student or intern.
- C. Mileage reimbursement guidelines for full-time faculty are as follows:
 - 1. Reimbursable mileage is a consequence of excessive travel required of the faculty resulting from an administrative decision, other than office hours, grade grievance hearings (as the instructor involved), contract grievance meetings, general faculty meetings, department meetings, registration activities, committee meetings, mutually scheduled meetings with supervisors, advisory committee meetings, and other meetings and/or events necessary in accomplishing instructor responsibilities.
 - 2. Mileage will be paid for scheduled teaching assignments requiring more than five round trips per week.
 - 3. Mileage reimbursement shall be paid at the prevailing administrative rate as outlined in the Board of Trustees Policy Manual.
 - 4. Mileage shall be paid for administratively approved field trips, seminars, conferences and workshops.
 - 5. Mileage reimbursement will be paid to instructors to attend meetings called by the administration outside the contractual period of the instructor; i.e., regular full-time or supplemental contracts.
- D. All faculty will be involved in institutional self-study committees for continued accreditation.

ARTICLE XVI
Duration of Agreement

The effective date of this agreement shall be August 20, 1999 and shall continue in effect until August 19, 2003. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. This Agreement may be reopened at any time by mutual agreement of the Board of Trustees and the Faculty Senate.

**MID MICHIGAN COMMUNITY
COLLEGE BOARD OF TRUSTEES:**

By: Betty M. Mussell
Board Chairperson

[Signature]
Secretary

**MID MICHIGAN COMMUNITY COLLEGE
FACULTY SENATE:**

By: Ann Allen
President

[Signature]
Chairperson, Negotiating Team

Negotiating Team Members:

Chris Pechacek
Jerry Fribley
Gwladys Austin
Michael Jankoviak
Beth Sendre

Negotiating Team Members:

Ann Allen
Charles Bowden
Barry Alford
Larry Miller
Willie Mathews-MEA/NEA Rep

Date of Signing

LIST OF APPENDICES

APPENDIX	TITLE
APPENDIX A	CODE OF ETHICS
APPENDIX B	ACADEMIC CALENDARS
APPENDIX C	GRIEVANCE REPORT FORM
APPENDIX D	EXPERIENCE CREDIT AWARDS
APPENDIX E	SALARY SCHEDULES
APPENDIX F	FULL-TIME FACULTY CONTRACT
APPENDIX G	SUPPLEMENTAL TEACHING/SERVICES CONTRACT
APPENDIX H	SABBATICAL LEAVE GUIDELINES
APPENDIX I	FACULTY EVALUATION CRITERIA INSTRUMENTS
APPENDIX J	ADMINISTRATION RESPONSE TO INSTRUCTOR & STUDENT EVALUATIONS
APPENDIX K	STUDENT EVALUATION OF TEACHING EFFECTIVENESS
APPENDIX L	COUNSELOR'S EVALUATION FORM
APPENDIX M	VALUE ADDED COMPENSATION SYSTEM
APPENDIX N	DISTANCE LEARNING COURSEWARE ASSIGNED USE AGREEMENT
APPENDIX O	INTELLECTUAL PROPERTY FOR COURSEWARE DEVELOPMENT MUTUAL AGREEMENT
APPENDIX P	COUSEWARE CREATOR - DUTIES AND RESPONSIBILITIES
APPENDIX Q	INTELLECTUAL PROPERTY RIGHTS FOR DISTANCE LEARNING COURSES CREATED BY MMCC FACULTY
APPENDIX R	DISTANCE EDUCATION COURSEWARE PRODUCTION AGREEMENT

APPENDIX A

CODE OF ETHICS OF THE EDUCATION PROFESSION

PREAMBLE

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

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

PRINCIPLE I

Commitment to the Student

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

In fulfilling his/her obligation to the student, the educator:

1. Shall not, without just cause, restrain the student from independent action in his/her pursuit of learning, and shall not, without just cause, deny the student access to varying points of view.
2. Shall not deliberately suppress or distort subject matter for which he/she bears responsibility.
3. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
4. Shall conduct professional business in such a way that he/she does not expose the student to unnecessary embarrassment or disparagement.
5. Shall not, on the ground of race, color, creed, or natural origin, exclude any student from participating in or deny him/her benefits under any program, nor grant any discriminatory consideration or advantage.
6. Shall not use professional relationships with students for private advantage.

7. Shall keep in confidence information that has been obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.
8. Shall not tutor for remuneration students assigned to his/her classes unless no other qualified teacher is reasonably available.

PRINCIPLE II

Commitment to the Public

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

In fulfilling his/her obligation to the public, the educator:

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

PRINCIPLE III

Commitment to the Profession

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

In fulfilling his/her obligation to the profession, the educator:

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

PRINCIPLE IV
Commitment to Professional Employment Practices

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

In fulfilling his/her obligation to professional employment practices, the educator:

1. Shall apply for, accept, offer or assign a position or responsibility on the basis of professional preparation and legal qualifications.
2. Shall apply for a specific position only when it is known to be vacant, and shall refrain from underbidding or commenting adversely about other candidates.
3. Shall not knowingly withhold information regarding a position from an applicant, or misrepresent an assignment or conditions of employment.
4. Shall give prompt notice to the employing agency of any change in availability of service, and the employing agency shall give prompt notice of change in availability or nature of position.

5. Shall adhere to the terms of a contract or appointment, unless these terms have been legally terminated, falsely represented or substantially altered by unilateral action of the employing agency.
6. Shall not delegate assigned tasks to unqualified personnel.
7. Shall permit no commercial exploitation of his/her professional position.
8. Shall use time granted for the purpose for which it is granted.

APPENDIX B-1

**ACADEMIC CALENDAR
1999 - 2000**

Fall Session 1999

Faculty Orientation Day August 23, 1999
Classes Begin August 28, 1999
No Classes
 Labor Day September 6, 1999
 Faculty In-service November 24, 1999
 Thanksgiving Recess (5 pm Wed/8 am Mon)..... November 24 - 29, 1999
Classes End December 17, 1999

Winter Session 2000

Faculty Orientation Day January 10, 2000
Classes Begin January 12, 2000
No Classes
 Spring Recess..... March 4 - 10, 2000
 Faculty In-service March 29, 2000
 Good Friday April 21, 2000
Classes End. May 5, 2000
Commencement..... May 6, 2000

Spring Session 2000

Classes Begin May 15, 2000
No Classes May 29, 2000
Classes End June 23, 2000

Summer Session 2000

Classes begin June 26, 2000
No Classes July 4, 2000
Classes end..... August 4, 2000

APPENDIX B-2

**ACADEMIC CALENDAR
2000 - 01**

Fall Session 2000

Faculty Orientation Day August 21, 2000
Classes Begin August 26, 2000
No Classes
 Labor Day September 4, 2000
 Faculty In-service November 22, 2000
 Thanksgiving Recess (5 pm Wed/8 am Mon)..... November 22 - 27, 2000
Classes End December 15, 2000

Winter Session 2001

Faculty Orientation Day January 8, 2001
Classes Begin January 10, 2001
No Classes
 Spring Recess..... March 3 - 9, 2001
 Faculty In-service March 28, 2001
 Good Friday April 13, 2001
Classes End May 4, 2001
Commencement..... May 5, 2001

Spring Session 2001

Classes Begin May 14, 2001
No Classes May 28, 2001
Classes End June 22, 2001

Summer Session 2001

Classes begin June 25, 2001
No Classes July 4, 2001
Classes end..... August 3, 2001

**APPENDIX C
GRIEVANCE REPORT FORM**

Grievance # ____ Mid Michigan Community College
(Submit to Supervisor in Duplicate)

Distribution Form
1. Vice President
2. Appropriate Administrator
3. Faculty Senate
4. Grievant

Name of Grievant	Duty Assignment	Date Filed
------------------	-----------------	------------

STEP I

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievance: _____

2. Clause of Contract alleged to be violated: _____

3. Relief Sought: _____

Signature

Date

C. Disposition by Appropriate Administrator: _____

Signature of Appropriate Admin. Date

D. Disposition by Grievant or Faculty Senate: _____

Signature

Date

STEP II

A. Date Received by Vice President: _____

B. Disposition by Vice President _____

Signature

Date

C. Position of Grievant and/or Faculty Senate: _____

Signature

Date

STEP III

A. Date Received by President: _____

B. Disposition by President: _____

STEP IV

A. Date (1) Referred to Mediator: _____
(2) Bypassed: _____

B. Date of Mediation Hearing: _____

C. Position of Grievant and/or Faculty Senate: _____

Signature

Date

STEP V

A. Date Submitted to Arbitration: _____

B. Disposition by Arbitrator: _____

Signature of Arbitrator

Date

APPENDIX D

EXPERIENCE CREDIT AWARDS FOR DETERMINING INITIAL PLACEMENT ON FULL-TIME FACULTY SALARY SCHEDULE

The following experience credit awards shall be utilized for determining initial placement of full-time faculty employed after July 1, 1985:

1. Up to five (5) years' credit may be given for full-time teaching done in public schools (K-12), and/or up to eight (8) years' credit for full-time or equivalent full-time college-level teaching.
2. Up to four (4) years' credit may be given for graduate assistant, part-time college teaching, or graduate fellowship teaching experience. One (1) year's credit may be granted for each verifiable twenty-four (24) annually equated contact hours of experience.
3. Up to one (1) year's credit may be given for two (2) years or more of military experience.
4. Up to two (2) years' credit may be given for compensated work experience outside the field of education if such experience is directly related to the position for which the person is employed. One (1) year's credit may be granted for each two (2) years of verifiable work experience.
5. Up to three (3) years' credit may be given for unique qualifications, training, experience, position requirements, or severe shortages of qualified personnel as determined by the President of the College in consultation with the Faculty Senate.
6. The maximum experience credit granted for initial placement on the appropriate degree schedule shall be eight (8) years.
7. Instructors will advance to a new salary schedule upon the earning of sufficient additional credits and/or degrees from a fully accredited college or university directly pertaining to their subject matter field of employment at MMCC, as documented by the instructor.

No provision of this Appendix D is intended to alter the experience credit of any full-time faculty member employed prior to July 1, 1985; nor is any provision to be considered retroactive.

APPENDIX E – 1

**MID MICHIGAN CC - FS
SALARY SCHEDULE 1999-2000**

STEP	BACHELOR	MASTER	MA+30	MA+60	PH. D.
1	36,116	38,997	40,719	42,443	44,165
2	37,191	40,203	41,925	43,649	45,370
3	38,270	41,409	43,131	44,855	46,577
4	39,346	42,615	44,337	46,061	47,783
5	40,422	43,821	45,542	47,267	48,989
6	41,500	45,027	46,749	48,473	50,195
7	42,576	46,233	47,955	49,679	51,401
8	43,654	47,439	49,161	50,885	52,606
9	44,730	48,645	50,367	52,091	53,812
10	45,807	49,851	51,572	53,296	55,018
11	46,885	51,057	52,778	54,502	56,225
12	47,960	52,262	53,984	55,709	57,431

APPENDIX E – 2

MID MICHIGAN CC - FS SALARY SCHEDULE 2000-2001

STEP	BACHELOR	MASTER	MA+30	MA+60	PH. D.
1	37,199	40,167	41,941	43,716	45,490
2	38,307	41,409	43,183	44,958	46,731
3	39,418	42,651	44,425	46,201	47,974
4	40,526	43,893	45,667	47,443	49,216
5	41,635	45,136	46,908	48,685	50,459
6	42,745	46,378	48,151	49,927	51,701
7	43,853	47,620	49,394	51,169	52,943
8	44,964	48,862	50,636	52,412	54,184
9	46,072	50,104	51,878	53,654	55,426
10	47,181	51,347	53,119	54,895	56,669
11	48,292	52,589	54,361	56,137	57,912
12	49,399	53,830	55,604	57,380	59,154

APPENDIX E – 3

**MID MICHIGAN CC - FS
SALARY SCHEDULE 2001-2002**

STEP	BACHELOR	MASTER	MA+30	MA+60	PH. D.
1	38,315	41,372	43,199	45,027	46,855
2	39,456	42,651	44,478	46,307	48,133
3	40,601	43,931	45,758	47,587	49,413
4	41,742	45,210	47,037	48,866	50,692
5	42,884	46,490	48,315	50,146	51,973
6	44,027	47,769	49,596	51,425	53,252
7	45,169	49,049	50,876	52,704	54,531
8	46,313	50,328	52,155	53,984	55,810
9	47,454	51,607	53,434	55,264	57,089
10	48,496	52,887	54,713	56,542	58,369
11	49,741	54,167	55,992	57,821	59,649
12	50,881	55,445	57,272	59,101	60,929

APPENDIX E – 4

**MID MICHIGAN CC - FS
SALARY SCHEDULE 2002-2003**

STEP	BACHELOR	MASTER	MA+30	MA+60	PH. D.
1	39,464	42,613	44,495	46,378	48,261
2	40,640	43,931	45,812	47,696	49,577
3	41,819	45,249	47,131	49,015	50,895
4	42,994	46,566	48,448	50,332	52,213
5	44,171	47,885	49,764	51,650	53,532
6	45,348	49,202	51,084	52,968	54,850
7	46,524	50,520	52,402	54,285	56,167
8	47,702	51,838	53,720	55,604	57,484
9	48,878	53,155	55,037	56,922	58,802
10	50,054	54,474	56,354	58,238	60,120
11	51,233	55,792	57,672	59,556	61,438
12	52,407	57,108	58,990	60,874	62,757

APPENDIX F
FULL-TIME FACULTY CONTRACT

**Mid Michigan Community College
Harrison, Michigan 48625**

IT IS HEREBY AGREED, Between the Mid Michigan Community College, Harrison, Michigan, by the Board of Trustees, hereinafter referred to as the Board and _____, who is legally qualified as an instructor, hereinafter referred to as instructor, that:

The instructor agrees to teach and/or perform other services which might be necessary to ensure the instructor with an equivalent full-time teaching load. The assignment of these services to be performed will be arranged by the Faculty Senate and the instructor concerned who will work with the Distance Education Administrator Instruction. If the end result is not satisfactory to the instructor, (who perhaps wants only teaching duties), he has the option to accept his teaching duties which will be equated as a percent of a full-time load and receive this same percent as his salary for that semester. Mid Michigan Community College and the Board agree to employ the services of the instructor to teach and/or perform these other services for Mid Michigan Community College.

The term of such employment shall commence with the school year beginning _____, _____, _____ and shall continue until _____, _____, _____, as provided in the rules and regulations of the Board and the Master Agreement agreed to by the Board and the Mid Michigan Faculty Senate.

The Board agrees to pay the instructor for such services to be faithfully performed, the sum of \$_____ for the school year 19____, 20____, amounting to two (2) semesters. The sum indicated is based on the salary schedule, years step _____, and degree step _____.

The instructor will be responsible for teaching and/or services as listed below under conditions of paragraph (3) above:

IN WITNESS WHEREOF, the parties have executed this contract (in duplicate) the _____ day of _____ A.D. _____.

Instructor

Mid Michigan Community College Board

Name

Board Chairman

Address

Board Secretary

**APPENDIX G
SUPPLEMENTAL TEACHING/SERVICES CONTRACT**

Mid Michigan Community College
Harrison, Michigan 48625

Account No. _____
 Overload Contract (Blue)
 Semester _____ 19____
 Summer Contract 20__ (Canary)
 Other Services (Buff)

SUPPLEMENTAL TEACHING/SERVICES CONTRACT

IT IS HEREBY AGREED, Between the Mid Michigan Community College, Harrison, Michigan, by the Board of Trustees, hereinafter referred to as the Board and _____, who is legally qualified as an instructor, hereinafter referred to as instructor that:

The instructor agrees to teach on a supplemental basis and/or perform other services as listed below, in the Mid Michigan Community College.

The term of the employment shall be from _____, 19____, to _____, 20 ____.

COURSE INFO:

The course to be taught is entitled _____ Sect. # ____.
The number of equated hours is _____.
Place of class meeting _____.
Time of class meeting _____.

DESCRIPTION OF OTHER SERVICES:

The Board agrees to pay the instructor for the above activity, to be faithfully performed, the sum of \$ _____. It is understood and agreed that deductions may be made from such salary as provided by appropriate laws.

The instructor will be responsible for teaching and/or services as listed above under conditions of the rules and regulations of the Board and the Master Agreement agreed to by the Board and the Mid Michigan Faculty Senate, Inc. MEA/NEA.

IN WITNESS WHEREOF, the parties have executed this contract this _____ day of _____, A.D. _____.

Instructor

Mid Michigan Community College

_____/_____
(Name) (Date)

_____/_____
(President) (Date)

METHOD OF PAYMENT:

- _____ Seven equal payments over Semester.
- _____ One payment at conclusion of Course or Service.
- _____ Equal payments over length of Course or Service.
- _____ Added to remaining base pay and paid in equal payments.

APPENDIX H Guidelines for Sabbatical Leave

- A. All faculty proposals for Sabbatical Leave must be submitted to the Sabbatical Review Committee by October 1 of the Academic Year preceding the Academic Year of the requested leave. The proposal must explain completely how the individual has planned to use the Sabbatical for self-enrichment in the respective teaching area so that the instructor's ability to serve the students and the philosophy of the College will be enhanced upon the instructor's return. The Committee will study the proposal and the candidate **may** be asked to appear at a Committee meeting to assist in final clarification of the proposal. The Committee will notify selected candidates and forward its recommendations to the Board of Trustees by December 1 of the calendar year preceding the beginning date(s) of the recommend proposal(s). The Board shall make its approval decision for the following year by the February Board meeting.
- B. The Sabbatical Review Committee shall consist of three (3) faculty selected by the Faculty Senate and two (2) administrative representatives. A faculty member will chair the committee.
- C. The following criteria will be considered by the Committee in evaluating each request and rationale for Sabbatical Leave:
1. Graduate Degree Work
 - a. Ph.D
 - b. Specialist
 - c. Second Master's Degree
 2. Specific Non-Degree Program
 - a. Taking additional graduate hours in the instructor's teaching area as a full-time student (not to be used to meet conditions of employment)
 - b. Taking additional hours in the instructor's teaching area as a full-time student
 - c. Taking additional hours in a teaching cognate area or other areas that impact instruction
 3. Individual proposal for research or writing for the purpose of the improvement of the instructor's teaching responsibilities, work experience or institutional betterment.
 4. Priority for granting sabbaticals will use the following guidelines:
 - a. Seniority based on beginning date of contractual duties as a full-time instructor.
 - b. Those who have not yet had a sabbatical while at MMCC will have priority over those who have.
 - c. Valid proposals not funded in one year shall have priority the following year.
- D. A Sabbatical Leave shall not be granted until the proposed recipient has completed fourteen normal semesters of contracted teaching as a full-time instructor.

- E. If so requested by the Board of Trustees, the Sabbatical candidate shall present the proposal personally or in writing to the Board of Trustees, following endorsement by the Sabbatical Review Committee.
- F. Financial remuneration for Sabbatical Leave shall be made in accord with regular College pay periods, limited to an amount determined by ascertaining one-half the annual teaching contract of the Sabbatical recipient at the time of the application.
- G. The Board of Trustees may further financially support the Sabbatical Leave beyond the stipulated salary, if, in its judgment, the proposal warrants such support.
- H. All Master Contract provisions shall remain in effect during Sabbatical Leaves excepting those provisions referring to tuition payments and leaves for sickness or other reasons for leave of absence.
- I. Evidence of satisfactory completion of the Sabbatical Program shall be presented to the Board of Trustees by the Sabbatical Review Committee and the sabbatical recipient.
- J. Those recipients who are pursuing a Sabbatical Leave beyond a given school year shall not be cause for delay in further Sabbatical appointments.
- K. Sabbatical Leave may be granted to the same person seven academic years following completion to the previous Sabbatical Leave.
- L. All guidelines for Sabbatical Leave shall become an addendum to the Mid Michigan Community College Master Contract.

Note: In the event any of the language in Appendix H immediately above is inconsistent with language found in Article VIII, paragraph A, subparagraph 6, the language in Appendix H will prevail.

APPENDIX I FACULTY EVALUATION CRITERIA AND INSTRUMENTS

- A. 1. Purpose and Philosophy Statement: Mid Michigan Community College desires to provide high-quality instruction and academic counseling for its students. The purpose of this procedure is to work with faculty members for the improvement of instruction and academic counseling. The evaluation process is not intended to be punitive in nature. Rather it is designed to set goals for professional development and growth. For option I (the traditional evaluation procedure), three basic components ~~which~~ may be employed in achieving this goal: student, self and administrative evaluation. For option 2 (the 360 evaluation process), there is a broader review of the faculty member's involvement in the college.
2. Frequency of Evaluation: Newly employed probationary instructors will be evaluated each semester until they are removed from probationary status. Recently employed full-time instructors who had previously served as part-time instructors at MMCC may be evaluated by using the frequency guidelines for full-status instructors.
- a. Full status faculty may be evaluated once during each academic year, but shall be evaluated once in three years.
 - b. Prior to October 1, of each year, each person responsible for initiating evaluation will notify each full status instructor who will be evaluated during that year and shall offer them the option of selecting Faculty Evaluation Option I or Option II, except Option II shall not be offered to probationary Instructors until their last year of probation. Timelines for the evaluation process will then be developed based on that selection.

Option I - Traditional Evaluation.

- 1. Initiation of Evaluation: The appropriate administrator will be responsible for initiating evaluation of faculty under their supervision.
 - a. The timeline for administering the student evaluation form shall be presented in the notification and shall include a minimum of two weeks for completion of the student evaluation.
 - b. The administrator shall notify the instructor at least 24 hours in advance of any intended classroom visitation.
- 2. Classroom Visitations: Classroom visitations will be conducted at the discretion of the administrator charged with evaluation. Classroom observations shall be required for all probationary instructors. The number and frequency of these observations will be determined by the appropriate administrator.
- 3. Student Evaluation of Faculty Effectiveness:
 - a. Probationary teaching instructors will have all of their classes complete the "Student Evaluation of Teaching Effectiveness" each semester. All completed student evaluation forms will be submitted in the initiator and/or designee by a student. Instructors are encouraged to review the responses.
 - b. Full status teaching instructors are encouraged to employ the student evaluation in each class they teach. However, these instructors are required to submit student evaluations from all classes taught during the semester they are evaluated. All completed student evaluation forms will be submitted to the initiator and/or designee by a student.

- c. Probationary counselors will have their students complete the "Student Survey Form" each semester. All completed Student Survey Forms will be submitted to the initiator and/or designee. Counselors are encouraged to review their responses.
 - d. Full status counselors are encouraged to employ the student survey in each semester. However, counselors are required to submit student surveys during the semester they are evaluated. All completed Student Survey Forms will be submitted to the initiator and/or designee.
4. Professional Responsibilities and Faculty Effectiveness Portfolio (PRFEP):
- a. A list of Professional Responsibilities consistent with Article V of the Master Agreement will be developed by the instructor and the administrator charged with evaluation. The professional responsibilities addressed shall reflect the special skills and competencies of the instructor and the specific and unique requirements of college programs. The professional responsibilities of each faculty member shall be developed in a fair and equitable manner with consideration for the primary role of the instructor. The examination of performance shall take the form of a Self-Evaluation Portfolio compiled by the instructor for review with the administrator. Evidence of faculty effectiveness and participation in College activities will be included in the portfolio.
 - b. Materials to accompany the Professional Responsibilities and Faculty Effectiveness Portfolio: (See Article V 2-A-F).
 - 1. Any materials identified as the instructors professional responsibilities in the previous year and consistent with Article V.
 - 2. The most recent course syllabus for each course taught by the instructor in the previous year.
 - 3. Other materials deemed appropriate by the instructor.
5. After the instructor has met with the administrator to review the PRFEP, the instructor shall have two weeks to refine and complete the Portfolio for final approval by the administrator which becomes a part of the evaluation record.
- Annual review of PRFEP will occur early in the fall Semester of each year. (For 1993-94 this review will be for the establishment of the Professional Responsibilities and Faculty Effectiveness Portfolios for the 1994-95 evaluation process.)
- 6. The evaluation review meeting will be scheduled during the designated semester to review the Student Evaluation of Teaching Effectiveness, Professional Responsibilities and Faculty Effectiveness Portfolio, and the Administrators Evaluation and Recommendations.
 - 7. If as a result of instructor input, the administrator feels a portion of the Administrative Evaluation and Recommendations should be changed, those changes are to be made or identified at this meeting. A signed copy of the entire evaluation document will be presented to the instructor and placed in their personnel file.
 - 8. If the instructor feels that a written response to the evaluation is in order, she/he can submit a written document for inclusion in their personnel file.

Option II - 360 Evaluation

1. Selection of Criteria

The faculty member and appropriate administrator will choose the criteria for evaluation. Criteria may include areas of special interest, such as committee work, technology, or innovation. Criteria must include goals for professional development, assessment, and evaluations of teaching effectiveness.

2. Selection of Respondents

The faculty member will choose a list of respondents for each group or criteria. The evaluating administrator can make additions to the list. Respondents may opt not to participate.

3. Faculty member self-evaluation

The faculty member will produce a list of their contributions and accomplishments to be reviewed and discussed as part of the evaluation. The faculty member will also produce a list of goals for their professional development and growth.

4. Evaluating Administrator

The evaluating administrator will respond to all mandatory criteria and may respond to any criteria they wish. The administrator will collect all responses and make them available to the faculty member prior to the evaluation.

5. Outcomes

The faculty member and the evaluating administrator will discuss each criteria and the responses collected in each section. The evaluation will conclude with the establishment of professional growth and development goals that reflect:

1. The areas of involvement important to the faculty member.
2. The areas of involvement the administrator feels are important to the college.
3. Areas of development that arise as part of the discussion of evaluation criteria.

6. Student Evaluation Form

The faculty member will either use the Student Evaluation Form contained in the Appendix of the Master Agreement or develop a mutually agreed upon instrument for collecting student evaluations. For example, faculty members may choose student focus groups as a means of conducting student evaluations.

APPENDIX J
Mid Michigan Community College
Administrative Response to Instructor & Student Evaluations

Instructor's Name: _____ **Date:** _____

TEACHING EFFECTIVENESS

1. Comments and Conclusions

2. Strategies and Timelines

PROFESSIONAL RESPONSIBILITIES AND FACULTY EFFECTIVENESS PORTFOLIO

1. Comments and Conclusions

2. Strategies and Timelines

PROFESSIONAL GROWTH AND DEVELOPMENT

1. Comments and Conclusions

2. Strategies and Timelines

Summary Comments: (Provide an overview evaluation of this instructor. If specific recommendations are included place them in priority order.)

Signed _____
Instructor Date _____

Signed _____
Evaluator Date _____

CLASSROOM OBSERVATION FORM
Instructor Evaluation
MMCC

In your observations attempt to draw upon all available resources in an effort to offer constructive help. Within two weeks following a teaching visitation a conference with the instructor shall be scheduled.

Instructor Observed: _____ Subject: _____
Room _____ Time _____ Date _____

Teaching Effectiveness (Check at the appropriate point on the scale. Give examples wherever you may think it appropriate.)

1. Does he/she make use of metaphors, analogies, examples, and illustrations?

/ _____ / _____ / _____ / _____ / _____ / _____ /
Never _____ Often _____

2. Is his/her deliver (rate of speech, articulation, volume) such that he can be heard and readily understood?

/ _____ / _____ / _____ / _____ / _____ / _____ /
Confused _____ Clear _____

3. Is his/her organization apparent and reasonable?

/ _____ / _____ / _____ / _____ / _____ / _____ /
Disordered _____ Ordered _____

4. Is he/she receptive to questions and difficulties both stated or by indirection on the part of his students?

/ _____ / _____ / _____ / _____ / _____ / _____ /
Never _____ Often _____

5. Does he/she make use of board/audio-visual/panels/etc.?

/ _____ / _____ / _____ / _____ / _____ / _____ /
Never _____ Often _____

6. Evident or correlation between objectives and teaching activities was observed.

/ _____ / _____ / _____ / _____ / _____ / _____ /
Never _____ Often _____

Additional Observations:

APPENDIX K STUDENT EVALUATION OF TEACHING EFFECTIVENESS

MMCC is sincerely interested in providing high-quality instruction. Student evaluation of teaching effectiveness is an integral part of our instructor evaluation procedure. Please respond to each item in a fashion which most accurately represents your opinion. Use a pencil to fill in the appropriate block.

SECTION			
[0]	[0]	[0]	[0]
[1]	[1]	[1]	[1]
[2]	[2]	[2]	[2]
[3]	[3]	[3]	[3]
[4]	[4]	[4]	[4]
[5]	[5]	[5]	[5]
[6]	[6]	[6]	[6]
[7]	[7]	[7]	[7]
[8]	[8]	[8]	[8]
[9]	[9]	[9]	[9]

MO.	DAY	YEAR			
[0]	[0]	[0]	[0]	[0]	[0]
[1]	[1]	[1]	[1]	[1]	[1]
[2]	[2]	[2]	[2]	[2]	[2]
[3]	[3]	[3]	[3]	[3]	[3]
[4]	[4]	[4]	[4]	[4]	[4]
[5]	[5]	[5]	[5]	[5]	[5]
[6]	[6]	[6]	[6]	[6]	[6]
[7]	[7]	[7]	[7]	[7]	[7]
[8]	[8]	[8]	[8]	[8]	[8]
[9]	[9]	[9]	[9]	[9]	[9]

IMPORTANT

USE NO. 2 PENCIL ONLY

- EXAMPLE: [4] [3] [~~2~~] [1]
- ERASE COMPLETELY TO CHANGE

	Strongly Agree	Agree	Consider Average	Disagree	Strongly Disagree	Does Not Apply
The Instructor..						
1. ...was well prepared for class sessions	[]	[]	[]	[]	[]	[]
2. ...knows the subject matter taught in this course	[]	[]	[]	[]	[]	[]
3. ...was willing to give individual help to students	[]	[]	[]	[]	[]	[]
4. ...presented the material in a way that I could understand it.	[]	[]	[]	[]	[]	[]
5. ...clearly defined the purpose of each learning activity.	[]	[]	[]	[]	[]	[]
6. ...seemed enthusiastic about teaching this class.	[]	[]	[]	[]	[]	[]
7. ...stimulated my thinking about the subject matter.	[]	[]	[]	[]	[]	[]
8. ...helped me see the practical applications of what I learned in this course.	[]	[]	[]	[]	[]	[]
9. ...made it clear what was expected of me in class.	[]	[]	[]	[]	[]	[]
10. ...was fair and impartial in grading.	[]	[]	[]	[]	[]	[]
11. ...gave me helpful comments and encouragement after tests and assignments.	[]	[]	[]	[]	[]	[]
12. ...encouraged student comments and questions.	[]	[]	[]	[]	[]	[]
13. ...used a variety of teaching techniques and materials.	[]	[]	[]	[]	[]	[]
14. ...started and ended class on time.	[]	[]	[]	[]	[]	[]
15. ...I have learned a great deal from this course.	[]	[]	[]	[]	[]	[]
Very Good Good Average Fair Poor						
16. ... My overall evaluation of this instructor is...	[]	[]	[]	[]	[]	[]
OPTIONAL FOR COURSES WITH LAB/CLINICAL COMPONENTS						
17. ... The clinical experiences, or laboratory, support the learning requirements for this course.	[]	[]	[]	[]	[]	[]
18. ... The laboratory contributes to my understanding of the subject	[]	[]	[]	[]	[]	[]
19. ... Equipment and materials needed to perform the laboratory experiments are organized and readily available for use during the laboratory.	[]	[]	[]	[]	[]	[]

This is my 1st 2nd 3rd 4th 5th
 semester at MMCC.

Why did you take this course? (Mark as many as are appropriate.)

<input type="checkbox"/> Part of my program	<input type="checkbox"/> Recommended by a friend	<input type="checkbox"/> I wanted to learn the subject
<input type="checkbox"/> Because of the instructor	<input type="checkbox"/> Recommended by a counselor	<input type="checkbox"/> I don't know why
<input type="checkbox"/> It fit into my schedule	<input type="checkbox"/> Recommended by an instructor	<input type="checkbox"/> Other
<input type="checkbox"/> It felt it would be helpful to my employment		

PROVIDE WRITTEN COMMENTS ON THE BACK OF THIS FORM.

COUNSELOR'S EVALUATION DRAFT

APPENDIX L

COUNSELING EVALUATION FORM

In using this annual evaluation form, the following definitions are noted as quantitative statements:

Distinguished:	Performance which consistently exceeds that which is expected of experienced and qualified individuals in this position. Performance is exceptional.
Commendable:	Performance exceeds that expected of experienced and qualified individuals in this position. Performance is superior.
Competent:	Performance expected of experienced and qualified individuals in this position. COMPETENT IS THE TERM APPLIED TO THE BASIC JOB STANDARD-SOLID PERFORMANCE THAT MEETS THE REQUIREMENT OF THE POSITION.
Adequate:	Performance similar to that expected of experienced and qualified individuals in the position with some significant developmental expectations. (Time schedules missed, expected results not achieved, etc.)
Marginal:	Overall performance is significantly poorer than expected of experienced or qualified individuals in this position. This performance is unacceptable for an experienced and qualified individual. However, performance at this level is acceptable for a new employee who is learning the job.
Not Observed:	NA

PLEASE NOTE: In using the ratings, enter the point values in the blanks as identified below. All ratings may be substantiated by a written statement following question 15. HOWEVER a rating of five (5) points or one (1) point MUST be accompanied by such a statement.

- Distinguished = 5 points
- Commendable = 4 points
- Competent = 3 points
- Adequate = 2 points
- Marginal = 1 point
- Not Observed = (NA)

1. INITIATIVE: the ability to take the first step and sustain activity toward the accomplishment of a goal, or solution to a problem. _____
2. SUPPORT OF THE COLLEGE MISSION: The understanding of an commitment to the comprehensive community college. _____
3. INTERPERSONAL COMMUNICATION SKILLS: the ability to effectively convey ideas and perspectives to colleagues, to cooperate and contribute to the team effort. _____
4. JUDGMENT: the ability to make rational decisions based upon information relevant to the issues at hand. _____
5. SUPERVISORY SKILLS: (where applicable) the ability to provide effective direction to reporting personnel to ensure the completion of activities/ assignments in the area of responsibility. _____
6. INTEGRITY: The degree of reliability and trustworthiness displayed by the individual. _____
7. COMMUNITY INVOLVEMENT: participation in community activities to increase awareness of the College among its constituents and for the general benefit of the College. _____
8. PLANNING: the incumbent's ability to organize activities under his/her control and keep goals up-to-date and clearly stated. _____
9. ADVISING EFFECTIVENESS: the ability to provide accurate information, understand clearly the student's goals and guide the student toward completion of those goals. _____
10. COUNSELING EFFECTIVENESS: the ability to provide counseling to include career testing and planning, academic and personal support. _____

- 11. COLLEGE RAPPORT: the ability to develop rapport with the other members of the College community. _____
- 12. PROFESSIONAL GROWTH: the degree of concern and interest in improving the area of responsibility and in maintaining current knowledge of the area. _____
- 13. ABILITY TO COPE WITH UNANTICIPATED EVENTS: _____
- 14. JOB RESPONSIBILITIES: Overall rating of this counselor in the execution of his/her office's defined responsibilities. _____
- 15. OTHER ASSIGNMENTS: Overall rating of this counselor in the execution of assignments other than those defined for his/her office. _____

SUPPORTING COMMENTS/ADDITIONAL REMARKS: (relative to questions 1-15)

- I. Description of overall job performance during the past year. Include significant accomplishments:
- II. Areas of greatest strength:
- III. Significant difficulty and/or problems encountered. Suggested action plan to overcome difficulty or problems:
- IV. List of last year's community and professional goals that have been met:
- V. Upcoming year's community and professional goals:
- VI. Additional comments:

Evaluator's Name _____

Signature _____ Date _____

Employee's Name _____

I certify that I have read this evaluation this ____ day of
_____, in the year ____.

Employee's Signature _____

STUDENT SURVEY

It is our goal to make your visit positive and helpful. In order to best assist you, we need your help. Please take a few minutes to answer the following survey.

For each of the following questions, please indicate your level of satisfaction by using the following scale:

5 4 3 2 1 0

1. My Counselor took the time to become acquainted with me. 5 4 3 2 1 0

2. My Counselor was friendly and courteous. 5 4 3 2 1 0

3. My Counselor explained program requirements in a way that I could understand. 5 4 3 2 1 0

4. My Counselor and I spent a sufficient amount of time together in order to meet my needs. 5 4 3 2 1 0

5. My Counselor referred me to appropriate campus resources to assist me with my concerns. Check all that apply.

Financial Aid ____

Career Resource Materials ____

Individual Learning Center ____

Career Testing ____

Tutoring ____

Career Planning Class ____

Admissions ____

Life Skills ____

Enrollment Services ____

Community Resources ____

6. My Counselor encouraged and assisted me in developing a plan for future course selection. 5 4 3 2 1 0

7. I would feel comfortable sharing my concerns, problems that I may encounter in the future with my Counselor 5 4 3 2 1 0
8. My Counselor encouraged me to take an active role in planning my educational program and/or career direction. 5 4 3 2 1 0
9. There is an atmosphere of warmth and professionalism in the Counseling and Assessment Center. 5 4 3 2 1 0

STUDENT INFORMATION

Age: _____(Optional) Sex: ___F ___M

Program of Study: _____

New Student: _____ Returning Student: _____

Other comments about Service:

Appendix M Value Added Compensation System

I. Value Added Statement:

A value added compensation system allows for the compensation of individual faculty member above their regular pay scale for accomplished task that adds value to Mid-Michigan Community College and are aligned with the College's Strategic Plan.

II. Value Added Principles:

Value added factors must be clear, measurable and add value to the organization.

Value added factors must support the organization's Strategic Plan.

The current employee evaluation system is not to be used to determine value added.

The system assumes that all employees currently employed in the bargaining unit are competent as it relates to a value added system.

Value added factors, i.e. Strategic and Tactical, can be adjusted by mutual agreement by the TSB Value Added Subcommittee.

III. Application Process:

The TSB Subcommittee will draft the application form and design the step-by-step application process.

Submitted to: TSB Value Added Subcommittee.

When: August 1st of each year.

Will: **The Outcome Plan:** This should specify exactly what actual work will be completed; whether it is from Schedule B or C; how long it is anticipated to take to complete (whether one semester, one year or multiple years); spell out the envisioned value to the college; provide a brief rationale explaining why this activity goes beyond routine, expected duties and warrants extra compensation.

Application form will spell out the items selected from the B-Scale or C-Scale.

IV. Value Added Compensation System Selection Menu:

See next page.

Value Added Compensation System

V. Value Added Payment System:

1. **When payment is made:** Compensation would be paid upon completion of project. If project is such that it spans several semesters, partial payments could be made when specific outcomes have been met.
3. **Dollar maximums:** One (1) \$2,000.00 activity from the Schedule B list and a maximum of \$1,000.00 worth of activities from the Schedule C list will be allowed annually for a total possible of \$3,000.00 per instructor. There will be an overall cap of \$30,000.00 to fund the value-added system per year. This may mean the committee will have to review and prioritize proposals in the event that the submitted proposals exceed the \$30,000.00 limit. The committee will set criteria for selecting which proposals are selected for funding.

VI. Value Added Dispute Resolution System:

If there is a disagreement over the value-added decision, it can be appealed to the TSB Value-Added Subcommittee within five (5) work days of the final decision.

The Subcommittee will make a recommendation to the individual faculty member involved and the College.

If the decision is not accepted by either party, the decision can be appealed through the current grievance procedure.

VII. The College shall make available \$30,000.00 per year for the academic years 2000-01, 2001-02, 2002-03 to fund the value added system.

ATTACHMENT 1
Value Added Compensation System
Selection Menu

Strategic Plan Reference	Schedule "B" Strategic Level	Schedule "C" Tactical Level
All	Strategic Planning Action Team	Advising
	Curriculum Revision/Initiators – (Major)	Committee Chair
XII	Assessment Project – (Large Scale)	
I	NCA Work	Assessment
VI	Learning Community Leadership	Distance Learning
XIII, VII	Grants	Instructional Council
VI	Technology Projects – (Large Scale)	P/T Faculty Mentoring
X, IV, III	Community Outreach – (Large Scale)	Community Involvement
		Search Committee
		Strategic Planning
		Learning Communities
		Technology
	*Note \$2,000 Value	*Note \$1,000 Value

See attached document for Mid-Michigan Community College Strategic Goals and Objectives.

APPENDIX N

Distance Education Courseware Assigned Use Agreement

This agreement, dated _____, is between Mid-Michigan Community college, _____ the Creating Faculty Member and _____ the Assigned Faculty Member and constitutes acceptance of the following terms and conditions for use of the Distance Education Courseware Package _____. The purpose of this agreement is to promote and support collaboration among Mid-Michigan Community College faculty who create and implement Distance Education courses. This agreement is subject to provisions of Article _____ of the Master Agreement between the MMCC-FS and Mid-Michigan Community College.

1. The semester or term of the assigned use will be the _____ (Semester/term), of _____ (academic Year). Or, if the Courseware Package is to be used as a continuous enrollment offering the assignment will begin on _____, and continue through. This agreement is between Mid-Michigan Community College, _____ the Creating _____.
2. The Assigned Faculty Member will implement the complete Courseware Package as it was designed to be used. Videotapes, textbooks, study guides, web pages, lab kits, test banks or any other material that is a specified part of the Courseware Package will be used as intended in implementation of the Distance Education course. Changes in implementation of the Courseware Package may only be made with the concurrence of the Creating Faculty Member.
3. Videotapes, electronic files and file structures, texts, study guides, lab kits or other materials specified as part of the Courseware Package may not be altered or revised without the written permission of the Creating Faculty member and the Distance Education Administrator Educational Technology.
4. The continuous improvement of this Courseware Package is an objective of Mid-Michigan Community College and the Creating Faculty member. Upon using the Distance Education Courseware Package, if the Assigned Faculty member believes specific revisions or improvements ought to be made, a written explanation of the recommended revision or improvement should be provided to the Creating Faculty Member and the Distance Education Administrator.
5. By signing this agreement, the Creating Faculty Member agrees to provide consultation to the Assigned Faculty Member in his or her preparation for a scheduled offering of the Distance Education course. Consultation responsibilities of the Creating Faculty Member are specified as follows:
 - a) As soon as possible after the Distance Education course assignment has been scheduled, the Creating Faculty will meet with the Assigned Faculty to discuss necessary preparation steps and establish a time frame to complete preparation.

- b) Familiarize the Assigned Faculty with the content of the Courseware Package components and the intended implementation strategy assumed in the design of the Distance Education course.
- c) Advise the Assigned Faculty on possible student assignments and testing methods that would be appropriate to the content and delivery strategies designed into the courseware package.
- d) Advise the Assigned Faculty in developing a syllabus that contains the specific information and details needed by Distance Education students.
- e) Share information collected from student satisfaction surveys or other assessment measures that might aid the Assigned Faculty in using the courseware effectively.
- f) Respond to any written suggestions made by the Assigned Faculty regarding possible revision or improvements in the courseware package.
- g) Report to the Distance Education Administrator and the Distance Education Advisory Committee regarding suggestions for revisions or needed modifications in the Courseware Package.

Assigned Faculty Member

Distance Education Administrator

6. In consideration for Consultation duties as specified above, the Creating Faculty Member will be compensated as specified in the MMCC-FS Master Agreement, (Appendix Q, pg. 85)

Creating Faculty Member

APPENDIX 0

INTELLECTUAL PROPERTY FOR COURSEWARE DEVELOPMENT MUTUAL AGREEMENT

I. Joint Commitment

Mid-Michigan Community College and the Faculty Senate Association recognize that developments in recent years have demonstrated an increased need to produce instructional materials and courseware utilizing technology that can have potential economic and commercial value. Therefore, the intention of this agreement is to mutually develop guidelines to recognize the following objectives:

- A. To provide for the equitable disposition of interests in new intellectual property among the College and the author or creator.
- B. To insure that courseware, and other forms of intellectual property are available for the widest possible use by MMCC students consistent with sound instructional practice.
- C. To safeguard intellectual property so that it may receive adequate and appropriate legal protection against unauthorized use.
- D. To provide incentives to originators in the form of personal development, professional recognition, and financial compensation.

II. Committee identification, procedure and timelines:

- A. Utilize facilitator and collaborative problem solving process
- B. Identify the number of individuals to serve on the committee (up to five representatives each from management and the MMCC-FS)
- C. Committee to determine consensus requirements and ground rules for resolution of issues.
- D. Committee is charged with responsibility to mutually develop guidelines for implementing the objectives stated in Section I of this agreement
- E. MMCC-FS and management bargaining teams will give due deference to the committee recommendations

APPENDIX P

Courseware Creator Duties and Responsibilities

GENERAL SUMMARY:

The Courseware Creator, working with the Distance Education Staff will plan, design and produce courseware, including complete Distance Education courses. These duties and responsibilities are project-related, having an identified completed date.

MAJOR DUTIES AND RESPONSIBILITIES:

1. Plans and organizes the content of the courseware to be produced, whether a unit of courseware or a complete course, using standard instructional design practices and techniques.
2. Selects a textbook or related supplemental print material as required.
3. Consults whenever appropriate, with other faculty in the discipline, College in the Workplace clients and Distance Education staff as to the content, objectives, methodology and delivery strategy of the courseware being produced.
4. Prepares production scripts for video, multimedia or on-line computer media in consultation with Distance Education staff. Edits and revises script as necessary.
5. Presents instruction on camera for video tape recording and prepares material for presentation in other media or on-line computer formats as course design requires.
6. Prepares study guide or supplemental print material as required in the design of the courseware. Prepares test questions for the courseware.
7. Works with Distance Education staff in planning for and conducting evaluation of the courseware.
8. Follows the guidelines provided by the "Distance Education Committee" in planning for the implementation of Distance Education courseware.
9. Provides full and accurate information to the Distance Education Administrator as to the copyright status of any third party materials included in the production. Secures copyright waivers and permissions where necessary.

**APPENDIX Q
INTELLECTUAL PROPERTY RIGHTS**

**FOR DISTANCE EDUCATION COURSES
CREATED BY MMCC FACULTY**

A. Distance Education

1. The parties recognize that Distance Education is a vital component of the college curriculum, and necessary for continued leadership in higher education. Therefore, the parties encourage endeavors in creating, developing, and delivering Distance Education courses.
2. For any specific Distance Education course, additional provisions not contained within the Faculty Master Agreement related to production, control, assignment and compensation will be specified in the MMCC Distance Education Development Guidelines/Timelines agreement.

B. Ownership

1. The College does not and will not claim any ownership rights to the traditional intellectual property of the faculty outlined in Article VI, Section S, Number 3 of this agreement.
2. When the College engages faculty in the creation of a Distance Education course, in any format, for credit instruction, a written Distance Education Development Contract will be executed between the Creating Faculty Member and the College. The written Agreement will identify the Creating Faculty Member, the compensation to be paid and the specific conditions applying to the development of the course.
3. When the Creating Faculty Member leaves the college, they give up all rights to first refusal, royalty, or consulting fees contained in this section.

C. Assignment Rights of the Creating Faculty Member

1. Full-time faculty will be given first preference in development of online courses. The Distance Education Administration will offer development of new courses to full-time faculty in their content area before approaching part-time faculty. Full-time faculty member who created the course, whether a new Distance Education course or an existing converted to Distance Education, has the right of first refusal for teaching the course. Faculty can exercise this right during the useful life of the course. All faculty will create courses only in their specified content areas or have departmental approval outside their immediate content areas.

Part-time faculty members who create the course will have the right of first

refusal for the second time the course is scheduled.

2. When two or more faculty members served as co-creators, they will alternate or mutually agree upon another arrangement for the right of first refusal.

D. Assigned Use Agreements

1. Full-and Part-time faculty must be certified through the MMCC Distance Education Development Guidelines procedures. All courses must also receive an acceptable course evaluation from the Distance Education Committee (DEC) annually. Useful life of the course will be determined by the Creating Faculty Member and the Distance Education Committee.
2. Assignment of a Distance Education course to an MMCC faculty member, other than the creator, will be mutually determined by the Creating Faculty Member, his/her immediate supervisor, and the Distance Education Administrator. Should they disagree about the assignment, the matter will be referred to the Distance Education Committee. The decision of the DEC shall be final and binding.
3. An Assigned Use Agreement shall: a) specify the obligations of the assigned faculty member to protect the integrity of the Distance Education course, b) define what elements of the course must be used, c) prohibit modification of any of the defined elements by the assigned faculty member without the concurrence of the Creating Faculty Member, d) specify the consulting duties of the Creating Faculty Member or Royalty Fee. Signatories to the Agreement shall be the Creating Faculty Member, the assigned faculty member and his/her immediate supervisor and the Distance Education Administrator.

E. Compensation

*Development Contract for a new course

Web-based/Internet: Release Time or Current Overload Rate per credit hour of the course.

ITV: \$500

Telecourse: \$500

*Revision by a Full-time Faculty member of an Existing Course created by a Part-time Faculty Member when justification is presented to the Distance Education Committee: \$500/\$750/\$1,000.

*Revision of existing course when called for by the College by the originating faculty member: \$500/\$750/\$1,000.

*Re-Development when course materials are no longer relevant or when the Creating Faculty Member is gone: Release Time or Current Overload Rate per credit hour of the course.

Option One:

***Consulting Fee:** A consulting fee of \$300 will be paid to the Creating Faculty Member when the course the member developed is taught by another faculty member during the useful life of the course. The Creating Faculty Member can contract up to two consulting fees per semester. The consulting fee is only payable once for the course and the same teaching faculty member. Consulting can be chosen as option by the Creating Faculty Member. Guidelines for consulting will be drawn up by the Distance Education Committee.

Option Two:

***Royalty Payment:** The Creating Faculty Member can choose the other option of a royalty payment. This payment of \$100 will be paid to the Creating Faculty Member when another faculty member teaches the course developed by the Creating Faculty Member during the useful life of the course. No consulting duties are tied to the royalty payment.

F. Usage

1. The Creating Faculty member and the Distance Education Committee will review each Distance Education course annually to determine the necessity for revision/replacement based upon assessment of a) need of the course, b) learning outcomes, c) student satisfaction, and d) other relevant factors. Recommendations with respect to revision or replacement shall be approved by the DEC. The decision of the DEC on revision or replacement determines the useful life of a course and shall be final and binding.

