

6826

MASTER AGREEMENT
2000-2003
between
the
BOARD OF TRUSTEES and FACULTY COUNCIL
of
MONTCALM COMMUNITY COLLEGE



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AGREEMENT

THIS AGREEMENT is entered into this 11th day of July, 2000, by and between the Board of Trustees of Montcalm Community College, hereinafter called the "Board," and the Montcalm Community College Faculty Council, hereinafter called the "Faculty Council," shall be in effect from August 16, 2000, through August 15, 2003.

WITNESSETH:

WHEREAS, the Board and Faculty Council recognize and declare that providing a quality education for the students of Montcalm Community College is their mutual aim, and

WHEREAS, the members of the teaching profession are particularly qualified to advise in formulating policies and programs designed to improve educational standards, and

WHEREAS, the Board has a statutory obligation pursuant to Act 379 of the Michigan Public Acts of 1965 to bargain with the representatives of its employees, as defined in Article I of this Master Agreement, with respect to hours, wages, terms, and conditions of employment, and

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

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

ARTICLE I RECOGNITION

- A. The Board hereby recognizes the Montcalm Community College Faculty Council, an organization affiliated with the MEA and NEA, as the exclusive bargaining representatives, as defined in Section 11, Act 379, Public Acts of 1965, of all professional personnel under contract with Montcalm Community College including full-time teaching faculty members, educational counselors, librarians, and coordinators employed or hereinafter employed by the Board.
- B. To be eligible for membership in the Faculty Council, the employee must have Montcalm Community College as his/her principal employer and his/her salary must have been determined directly or by proration from the salary schedule in Appendix A. Inherent with this eligibility for membership shall be the normal committee work and professional duties expected of other members of the Faculty Council.
- C. Any person covered by this Master Agreement shall be entitled to membership in the Faculty Council subject to the rules of the Faculty Council governing membership, provided said rules are not discriminatory. Membership in the Faculty Council shall not be a condition of employment for those covered under this Master Agreement.

- D. As set forth in Public Act 379, Section 423.210, it shall be unlawful for a public employer or an officer or agent of a public employer (a) to interfere with, restrain, or coerce public employees in the exercise of their rights; (b) to initiate, create, dominate, contribute to, or interfere with the formation or administration of any labor organization; provided, that a public employer shall not be prohibited from permitting employees to confer with it during working hours without loss of time or pay; (c) to discriminate in regard to hire, terms, or other conditions of employment in order to encourage or discourage membership in a labor organization; (d) to discriminate against a public employee because he/she has given testimony or instituted proceedings under this Act; or (e) to refuse to bargain collectively with the representatives of its public employees.
- E. As a condition of employment, everyone covered by this Master Agreement must, within thirty (30) days of employment, become members of the Montcalm Community College Faculty Council, the MEA, and the NEA, or pay a fee equal to the total dues of the Montcalm Community College Faculty Council, the MEA, and the NEA (which shall not include MEA-PAC and NEA-PAC fees). This amount shall be submitted to the Faculty Council treasurer who shall transmit the MEA and NEA portions to a scholarship fund (Faculty Council Scholarship Fund). It shall be administered by a joint committee composed of three (3) Faculty Council members and two (2) administrators designated by the President of the College. The failure of an employee covered by this Agreement to comply with either of the above choices shall result in the dismissal of such employee. The Faculty Council shall indemnify and hold the Board harmless from any and all damages, judgments, and costs which it may incur in following this provision. In connection with those persons who make contributions to the Scholarship Fund, but do not become members of the Faculty Council, it is understood that they shall:
1. have all rights and benefits provided by this collective bargaining agreement;
 2. have the right to participate in MESSA and MEA Financial Services programs if they so elect and the provider allows; and
 3. have, if desired, the same opportunity to participate in formulation of proposals for collective bargaining on a successor agreement as is afforded Faculty Council members.
- It is further understood that such persons shall not have the right to participate in other activities or affairs of the Faculty Council for which membership is required.
- F. Excluded from bargaining are the salary and pay for extracurricular activities and assignments and any pay or salary or terms and conditions of work for part-time faculty or any other professional employee of this Board not covered by this Master Agreement. Any person accepting extracurricular assignments shall mutually agree with the administration as to compensation.
- G. The term "employee," when used in this Master Agreement, shall refer to all professional employees eligible for membership in the Faculty Council under this Master Agreement. The term "instructor," when used in this Master Agreement, shall mean those employees of Montcalm Community College whose principal work is teaching in the classroom. The term "counselor," when used in this Master Agreement, shall mean those employees of Montcalm

Community College whose principal work is educational advisement. The term "coordinator," when used in this Master Agreement, shall mean an instructor whose responsibilities may involve coordinating student and community activities; promoting cooperation with area schools; and maintaining lab operations, policies, and personnel.

ARTICLE II FACULTY COUNCIL MEMBER RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support the Faculty Council for the purpose of engaging in collective bargaining or negotiations and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee 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 discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Faculty Council or collective professional negotiations with the Board, or institution of any grievance, complaint, or proceeding under this Master Agreement or otherwise with respect to any terms or conditions of employment.
- B. The rights granted to employees in this Master Agreement shall be deemed to be in addition to and in conformance with those rights provided elsewhere under existing law applicable to community colleges in the State of Michigan.
- C. The Faculty Council and its representatives shall have the right to use the College buildings for meetings at all reasonable hours as determined by the appropriate administrator, such use to be requested in advance insofar as possible.
- D. The College shall be advised in writing of the officers and other persons authorized to represent the Faculty Council in its dealings with the College. Such persons shall be permitted to transact official Faculty Council business on College property at all reasonable times, provided that this shall not interfere with or interrupt normal College operations or the usual teaching schedule or other professional responsibility of any of the employees, including the representatives of the Faculty Council.
- E. For official Faculty Council use only, the Faculty Council will be permitted to make use of school facilities and equipment including computers, typewriters, duplicating equipment, calculating machines, and all types of audio visual equipment at reasonable times, when such equipment is not otherwise in use, and when such use is arranged with persons responsible for each piece of equipment used. The Faculty Council shall pay for supplies used in Faculty Council business.

- F. The Faculty Council shall have the right to post notices of its activities and matters of Faculty Council business on faculty bulletin boards, at least one of which shall be provided. The Faculty Council may use the College internal mail service and employees' mailboxes for communication with employees.
- G. The Board agrees to furnish authorized representatives of the Faculty Council, in response to reasonable requests from time to time, information concerning the financial resources of the College including, but not limited to: annual financial reports and audits, register of College personnel, tentative budgetary requirements and allocations, agendas, minutes of all Board meetings, official treasurer's reports, applications, agendas, application and enrollment data, names of all employees, and such other information as will assist the Faculty Council in developing intelligent, accurate, informed, and constructive proposals on behalf of the members; together with information which may be necessary for the Faculty Council to process any grievance or complaint; provided that requests for information will be made in advance in order to allow a reasonable period of time for assembly; also, provided that the financial and personal information requested might be legally divulged, and that such information will be made available in the form normally used by the various administrative offices.
- H. The provisions of this Master Agreement and the wages, hours, terms, and conditions of employment shall be applied to employees in a manner which is not arbitrary, capricious, or discriminatory and shall be without regard to race, creed, religion, color, national origin, age, gender, handicap, or marital status.
- I. The Faculty Council shall be given the opportunity to advise the Board through appropriate channels with respect to any major revision of educational policy and construction programs when pertinent to the quality of instruction, prior to their adoption and/or general publication.
- J. No employee hired prior to August 15, 1979, shall be required to teach in any prison facility or mental institution without his/her prior consent. New employees hired after August 15, 1979, will be informed that they can be assigned to teach in the above-mentioned facilities or institutions. However, no employee (except those teaching food service technology courses) will be assigned base load in the COPE program without his/her consent when non-COPE assignments for which the employee is qualified within his/her department are available.
- K. No employee shall be disciplined, reprimanded, or reduced in rank or compensation without just cause, it being understood that this provision shall not in any way affect the dismissal or non-renewal of probationary or tenured employees as set out in Article VI, E.
- L. The College and the Faculty, recognizing that academic freedom promotes respect for truth, social responsibility, the democratic tradition, and individual freedom and personality, pledge to create and preserve an atmosphere free from censorship and artificial restraint. No limitations will be placed upon study, investigation, presentation, and interpretation of facts and ideas; it being understood that all faculty members will devote adequate time and effort to assure professionally competent instruction.

ARTICLE III
BOARD AND ADMINISTRATION RIGHTS

- A. It is recognized that Michigan law makes the Board legally responsible for the operation of Montcalm Community College in all respects. In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include, but are not limited to, the establishment of educational policy; the construction or acquisition and maintenance of buildings and equipment; the hiring, transfer, assignment, supervision, promotion, and termination of employment of staff members; and the establishment and revision of rules pertaining to the conduct of staff members.
- B. Michigan law gives the Board authority necessary to discharge all of its responsibilities. The Board and the administrative staff shall be free to exercise all such rights and authority to the extent permitted by law, provided, however, that no action shall violate any of the express terms of this Master Agreement.

ARTICLE IV
NO INTERRUPTIONS OF EDUCATION

Consistent with the declared purpose of providing a quality education for the students of Montcalm Community College, the Faculty Council and each employee agree that during the life of this Master Agreement, and under the specific conditions agreed thereto, they will not encourage, participate in, or cause any interruption in the normal educational programs of the students at Montcalm Community College.

ARTICLE V
NEGOTIATION PROCEDURES

- A. It is expected that conditions of employment provided in this Agreement shall remain in effect until changed by mutual agreement in writing between the parties. However, it is recognized that, from time to time, important matters of mutual concern which have not been fully negotiated may arise. It is in the public interest that the opportunity for mutual discussion of such matters be provided. Upon mutual consent, the parties accordingly agree to cooperate in arranging meetings, selecting representatives, furnishing necessary information, and otherwise constructively resolving any such matters.
- B. Negotiations shall not be reopened prior to May 1 or later than June 15 of the year in which this Master Agreement expires except by mutual consent.
- C. Neither party in any negotiations shall have control over the selection of the negotiating or bargaining representatives of the other party. While no final agreement shall be executed except by the Board and the Faculty Council, the parties mutually pledge that their

representatives shall be furnished all necessary authority to make proposals, consider proposals, and make concessions in the course of negotiations.

- D. If the parties fail to reach agreement in such negotiations or bargaining, either party may invoke the mediations machinery of the Michigan Employment Relations Commission.

ARTICLE VI EMPLOYMENT RIGHTS AND RESPONSIBILITIES

A. Dates of Contract Issue and Return

1. All individual contracts shall be issued by hand-to-hand personal delivery or by certified mail (return receipt requested, addressee only) to the returning individual employee within one (1) week of ratification or by the third Wednesday in March, whichever is later.
2. Individual contracts are to be signed and returned to the office of the President of the College one (1) week after their receipt by the employee following the ratification of a new Master Agreement and by the second Monday in April of the current calendar year in all other instances. Failure to return signed contracts in person or by certified mail by the date due shall be interpreted as an expression of intent not to return to Montcalm Community College for the following academic year.
3. Employment under an individual employment contract is subject to the right of the College to lay the employee off without pay as provided herein.

B. Contracts

1. Probationary. All new employees covered in this Master Agreement may receive probationary contracts for their first three (3) and possibly four (4) years of employment at Montcalm Community College. During this period, every effort shall be made to help the employee achieve a satisfactory level of performance (Appendix A-2).
2. Tenure. A tenure contract will be issued to employees covered by this Master Agreement for the first academic year after receiving tenure. Thenceforth, a supplementary continuing contract will be issued annually. Tenure is referred to in the policy manual as continuous employment (Appendix A-3).
3. Other Contracts

Annual Supplement	Appendix A-4
Summer School Contract	Appendix A-5
Sabbatical Leave Contract	Appendix A-6

C. Professional Development/Evaluation

The College and the Faculty Council aver the value of evaluation and development for probationary and tenured instructors. The primary purpose of such activity is improvement of instruction.

1. Probationary faculty deserve and may require assistance adjusting to their duties and environment. Therefore, resources permitting, each probationary instructor will be assisted by a team consisting of the appropriate instructional administrator, tenured department members, and another tenured faculty member. The team will be guided by materials in the procedures manual.
2. Tenured faculty deserve institutional attention and support. Therefore, in consultation with his/her instructional administrator, each tenured faculty member will yearly create and pursue a professional development plan aimed at maintaining competency, increasing proficiency, and broadening skills. The plan will include minimally:
 - a. an analysis of the employee's course work and methodology during the prior year,
 - b. a statement of future professional goals, and
 - c. methods to achieve such goals.
3. Every fourth year, on a rotating basis, tenured faculty will be evaluated by colleagues and the appropriate instructional administrator. These evaluations will be facilitated as delineated in the procedures manual.

D. Resignation Procedures

1. Probationary Employees. If a probationary employee wishes to resign at the end of a contract year, notice shall be given as soon as possible, but no later than three (3) weeks from the date of receipt of a contract for the ensuing academic year or the second Monday in April of the current calendar year, whichever is later. A thirty (30) day extension may be granted by the President of the College to a probationary employee requesting it through his/her supervising administrator. In any case, an employee may not resign after the close of this thirty (30) day extension.
2. Tenured Employees. If a tenured employee wishes to resign at the end of a contract year, notice shall be given as soon as possible, but no later than three (3) weeks from the date of receipt of his/her new contract for the ensuing academic year or the second Monday in April of the current calendar year, whichever is later. A thirty (30) day extension will be granted by the President of the College to a tenured employee requesting it through his/her supervising administrator. In any case, an employee may not resign after the close of this thirty (30) day extension.
3. Mutual Agreement. Any contract may be terminated at any time by mutual agreement of the employee and the Board.

E. Dismissal Procedures

1. Probationary Employees

- a. A probationary employee whose contract will not be renewed will be notified in writing by March 1 of the contract year except when the cause(s) for non-renewal occur during the second semester. The employee may request the reasons for non-renewal within ten (10) calendar days after notification; the reasons will be delivered in writing within seven (7) calendar days of the employee's request.
- b. Provided the evaluation procedures as authorized in Article VI, C. have been followed, an employee under probationary contract may be released at the end of the school year without recourse to the grievance procedure.

2. Tenured Employees. Only instructional incompetence or other just cause shall be reason for dismissal or non-renewal of contract. In the event the College intends not to renew a tenured employee's contract because of instructional incompetence, he/she shall be given a written statement of this intention stating the reasons for the decision by March 1 of the contract year. In the event such employee is to be dismissed or the contract not renewed for other just cause, the employee shall be given a written statement of this intention stating the reasons therefor within ten (10) days after the occurrence or knowledge thereof. If the employee wishes to appeal any such decision, the following procedures shall be used:

- a. Within ten (10) calendar days after receipt of such statement, the employee shall file with the President of the College and the President of the Faculty Council a written request that his/her case be considered by the Review Committee. The Review Committee shall consist of two (2) faculty members designated by the President of the Faculty Council and two (2) administrators not involved in the case or Trustees designated by the President of the College. Such Committee shall be appointed within five (5) calendar days after receipt of the request and shall be convened by the President of the College within ten (10) calendar days after the employee files a request for review.
- b. The Review Committee shall meet at the appointed time and place to confer with the administrator(s) involved and the employee who may be accompanied by a representative of his/her choosing. The President of the College may attend the conference. The administrator(s) shall present to the Review Committee the reasons for the action together with such supporting material or evidence as requested. The employee and representative shall make such response thereto and present such supporting material or evidence as requested. It is intended that this conference be informal in nature and be conducted in such manner as to bring all applicable considerations to the Review Committee's attention for review and consideration.

- c. The Review Committee, within seven (7) calendar days after conclusion of the conference, shall prepare a report to the President of the College summarizing the information, material, and evidence submitted and make such comments or recommendations as the Review Committee considers appropriate, with a copy to the employee and the administrator(s) involved.
- d. The President of the College shall review the matter, taking into account the Review Committee's report, and shall decide within seven (7) calendar days whether to recommend to the Board that the employee be dismissed or that the contract not be renewed. The employee shall thereupon be notified in writing of such decision.
- e. If the Faculty Council wishes to appeal the matter further, it shall notify the College in writing within ten (10) calendar days of its decision to proceed to final and binding arbitration. The arbitrator shall be selected in accordance with the procedure set out in the grievance procedure and the matter shall be heard and decided in the manner provided in Article XI, B. of this Master Agreement, except that the fees and expenses of the arbitrator shall be shared equally by the College and the Faculty Council.

F. Filling Load

1. When a full-time faculty member cannot be assigned a full load in any semester because of insufficient enrollment or cancelled classes, the following options are provided for the purpose of fulfilling the full-time contract:
 - a. The employee shall be given priority in any assignment for which he/she is qualified within his/her department over any part-time or overload contractual assignee.
 - b. The employee shall be given an assignment for which he/she is qualified in another department after the regular full-time faculty members in that department have been assigned a full load, provided that a departmental committee of the second department shall approve of the employee working in the department. Such approval shall not be withheld arbitrarily or capriciously.
 - c. Assignment may be given, if available, which will utilize the employee to assist the College in research, public relations, recruitment efforts, and/or other meaningful projects beneficial to the growth and success of the College. Such assignments will be reported to the Faculty Council.
 - d. If the employee refuses the foregoing options, his/her salary shall be reduced proportionately.

2. Layoff and Recall

After the above procedures have been exhausted, the Board may cause faculty members to be laid off without pay, provided that no layoff shall occur until after the end of the contract year. Full-time faculty members shall be laid off in inverse order of their seniority in their department of the College.

- a. An employee whose position at the College has become forfeit because of reduction in a department or because of changes in curriculum shall have first priority for the old position or a similar one if it should become open again. "Similar one" shall mean a course in one of the instructor's fields of competency.
 - b. When full-time faculty members are recalled, they shall be recalled in inverse order of layoff from their department. Notification of recall shall be done in writing by registered or certified mail to the employee's last address on record if a position becomes available within thirty-six (36) months of the time of layoff.
 - c. Re-employment under these provisions shall not result in loss of status or credit for previous years of actual service.
 - d. No new appointment shall be made while there is an available laid-off, full-time employee who is qualified to fill the vacancy unless such employee shall fail to advise the College of acceptance of employment within thirty (30) calendar days from the date of notification by the College of the available position.
3. A seniority list will be furnished to the Faculty Council. A copy of an annual update list will be given to the President of the Faculty Council each year. In case several employees begin their employment at the beginning of the same academic year, the Faculty Council will notify the College in writing who is to have greater seniority.
- G. Seniority accrues while an employee is eligible for membership in the Faculty Council. Seniority is retained, but not accrued, while the employee is employed by the College, but not eligible for membership in the Faculty Council. Seniority is lost if the employee is dismissed or resigns or does not return from leave of absence. Seniority is not lost by layoff but does not accrue during such period.
- H. If any employee covered by this Master Agreement shall be found to have been unjustly dismissed or unjustly denied renewal of his/her contract, he/she shall be reinstated with full reimbursement of all professional compensation lost. If any employee shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him/her.
- I. The appropriate administrator will involve current faculty members to assist in the process of reviewing and interviewing candidates for a new full-time position on the faculty. At the

conclusion of such process, the recommendation of the interviewing faculty members will be submitted to the appropriate administrator for consideration. Current faculty members may be involved in the process of reviewing and interviewing candidates for part-time positions if requested to do so by the appropriate administrator, provided the faculty members agree to participate.

ARTICLE VII PROFESSIONAL COMPENSATION

- A. The basic salaries of employees covered by this Master Agreement are set forth in Appendix A which is attached to and incorporated in this Master Agreement. Such salary schedule shall remain in effect during the term set forth in Appendix C of this Master Agreement.
- B. The salary schedule is based on a normal academic year as set forth in Article VIII, A. 1. For additional weeks as part of the regular contract, an employee shall be entitled to additional compensation prorated from the salary schedule in Appendix A, except as follows: counselors, librarians, and coordinators may be issued extended contracts for work time beyond thirty-three (33) weeks or its equivalent. During extended contract, counselors, librarians, and coordinators may be assigned at less than forty (40) hours per week.
- C. All new employees shall be given experience credit on the salary schedule as set forth in Appendix A equivalent to the number of years of previous experience that are applicable to their Montcalm Community College assignment, as determined by the administration.
- D. An employee who wishes to qualify for a new salary level as a result of additional formal education at a fully accredited college or university shall submit the additional credits to the employee's immediate supervisor for recommendation to the President of the College who will decide to approve or disapprove the credits for a new salary level using the following criteria: (1) they are directly related to the major area of concentration of the employee or in a cognate field, or (2) they are directly related to the instructor's assigned teaching role.
 - 1. The employee may, if he/she so chooses, have the proposed course work approved prior to the educational experience.
 - 2. The President's decision as to whether any undergraduate level course meets one of these criteria shall be final. Denial of approval for graduate level courses as not meeting one of these criteria is subject to the grievance procedure.
 - 3. In order to be approved, the grade point average for each block of courses submitted for the additional ten (10) hours of salary credit must meet the grade standard of the awarding institution for a master's degree.

4. Once the course work is completed, and approval has been obtained, the employee shall be placed on the new salary level at the proper experience step according to the employee's longevity at Montcalm Community College. This shall occur at the beginning of the semester which follows completion of the additional education and receipt of proper certification credentials from the college or university. If receipt of such credentials is delayed through no fault of the employee, pay shall be retroactive to the beginning of the semester. All approved credit hours from a fully accredited college or university, converted to semester hours and certified after the completion date of a bachelor's degree, may apply toward the next salary level.
 5. The levels M.A. + 10, M.A. + 20, M.A. + 30, and M.A. + 40 are defined as a master's degree plus an additional number of semester hours which are earned after receipt of the master's degree and which meet at least one of the criteria listed above.
 6. Credit allowed for specialized workshops, seminars, and conferences compatible with the employee's teaching assignments must be submitted to the employee's immediate supervisor for recommendation to the President of the College for approval or disapproval in writing prior to attending the workshop, seminar, or conference.
 7. Previous evaluations of credits are not subject to reevaluation.
- E. The salaries of all employees eligible for membership in the Faculty Council shall be determined by the salary schedule as set forth in Appendix A. In no instance shall there be individual deviations. A copy of the rationale for placement of each individual shall become a part of the employee's personnel file and a copy provided to the employee.
- F. Overload
1. Overload is any course taught for credit in excess of the base load as defined elsewhere in this Master Agreement.
 2. Preference for overload/extended contract shall be given to those eligible for membership in the Faculty Council by rotation on a seniority basis within the department. Department rotation lists, based on qualifications within a subject matter field, shall be made of persons eligible for membership in the Faculty Council on seniority basis. Rotation shall continue through the entire lists. New employees shall be placed at the bottom of the lists upon joining the department. Upon accepting or refusing overload, the employee shall rotate to the bottom of the list.
 3. Necessary scheduled overload to complete an instructor's required load shall not affect rotation.
 4. The recommended limit for overload is eight (8) credit or contact hours, or two (2) courses per two (2) semesters in addition to the base load (as defined elsewhere in this

Master Agreement). Where overload exceeds this limit, the appropriate instructional administrator must provide in the instructor's file written assurance that the excessive load will not adversely affect either the instructor's ability to teach other classes or availability to students through scheduled office hours. When the appropriate instructional administrator concludes that a full-time instructor has reached his/her maximum total assignment, the administrator will notify that instructor in writing and no longer consider said instructor as part of the departmental rotation list for the related semester (in effect entering an automatic negative response to any further class assignments).

5. Normal curriculum off-campus classes assigned as part of an instructor's base load are not to be considered as overload hours. Each base load off-campus assignment will be rotated among those members of the department who regularly teach the course involved on- or off-campus, except when they agree to forego rotation.
6. Procedure for Assigning Overload Classes
 - a. As early as possible (by May 1 for the following fall semester, by December 1 for spring), the appropriate instructional administrator will assign the classes listed in published schedules, identifying those courses which are available as overload after base load assignments to full-time faculty have been filled.
 - b. Potential overload classes will then be offered to full-time instructors within each department. The sequence of offering teaching opportunities will follow a rotation as described in Article VII, F. 2. of this Master Agreement.
 - c. The appropriate instructional administrator will offer each remaining class (not assigned through procedures a. and b.) to full-time faculty from departments other than the one from which the course emanates who he/she deems qualified to teach it. The full-time faculty from the "sponsoring" department shall advise the appropriate instructional administrator of its evaluation of the proposed "outside" instructor's qualification.
 - d. After completing these procedures, the appropriate instructional administrator will seek part-time instructors to staff courses.
 - e. The appropriate instructional administrator will continue the rotation procedure in assigning courses added to schedules after May 1 or December 1 and courses which become available for new assignment because of unexpected changes in staffing.
 - f. For purposes of overload assignments, COPE will be a department with its own rotation list and will relate to non-COPE assignments as other departments relate to each other. COPE rotation lists and the seniority preference reflected in them will

be established by disciplines, each instructor becoming part of a list in that discipline in which he/she was hired to teach.

- G. When, at the written request of the appropriate administrator, an instructor takes over a course or courses of another instructor who is absent, the instructor substituting shall be paid on a pro rata basis according to the salary of the substituting instructor.
- H. All employees shall be paid on either a twenty (20) or twenty-six (26) pay schedule, as they elect.
- I. No individual covered by this Master Agreement shall perform services for Montcalm Community College prior to the time that remuneration for said services has been defined in writing except by mutual consent of the Faculty Council and the Board.
- J. For purposes of adjustments in the event of additions or deductions, the salary for one day shall be defined as 1/165th of the Base Annual Contract.
- K. It is recognized that assignment to COPE is subject to approval by the correction authorities.
- L. If any employee shall have been found to have been improperly deprived of any professional compensation, the same or its equivalent in money shall be paid to the employee.

ARTICLE VIII
ACADEMIC YEAR, SCHOOL WEEK, AND SCHOOL DAY

A. Academic Year (See Appendix B for Calendar)

1. For the academic years 2000 through 2004 the starting and ending dates shall be:

2000-01	Start August 18, 2000	End May 12, 2001
2001-02	Start August 17, 2001	End May 11, 2002
2002-03	Start August 16, 2002	End May 10, 2003
2003-04	Start August 15, 2003	End May 7, 2004

No instructor shall be assigned to teach on more than one hundred sixty (160) days within any of the academic years listed above. The work year for counselors, librarians, and coordinators shall be contained within a period of thirty-eight (38) consecutive weeks, unless waived by the employee. When one-half (1/2) or more of the hours of a coordinator's assigned base load are in a classroom or lab setting, his/her base load shall be scheduled within the academic calendar, unless waived by the employee.

2. April 1, the supervising administrator shall meet with the librarian or coordinator to develop a schedule for the next contract year. By May 1 the schedule shall be completed. Any change in the schedule must be with the written mutual consent of the employee and

the supervising administrator. Assignment of counselors shall be in accordance with the guidelines in the College procedures manual.

3. Final grades shall be turned in to the registrar by 4:30 p.m. on the third day in the fall semester and the fourth day in the spring semester following the last day of classes which is not a Saturday, Sunday, or legal holiday, provided that if the following day is a conference day, grades may be turned in by 9 a.m. that day without penalty. Failure to meet such a deadline will result in a reduction of 1/165th of salary for each day of delay (pro rata if delay is for less than one day). Such penalty will be administered by the appropriate administrator.
4. Each employee will attend graduation ceremonies. Personal leave days may be used for absences from graduation due to conflict with religious beliefs.

B. School Week

1. An employee may refuse a Saturday or Sunday assignment; if refused, the provisions of Article VI, F. of this Master Agreement shall apply. An employee will not be assigned, as part of base load, more than five (5) consecutive days without the employee's consent.
2. The professional responsibility of the instructor shall be to spend the hours on campus each week necessary for meeting classes, for conference/office hours of seven and one-half (7 1/2) hours per week, and for such official faculty, committee, and individual or departmental meetings as may be scheduled. Schedules need not be the same for all counselors, librarians, and coordinators. Each employee's individual weekly schedule shall be consistent within each semester unless waived by the employee.
3. The period from 4 p.m. to 5:30 p.m. on Thursday of each week will be reserved for College meetings which can be scheduled by the administration or the Faculty Council. Attendance at such meetings called by the administration is part of an employee's base load. Office hours will not be scheduled during this time.

C. School Day

1. a. The school day shall include such scheduled class sessions as the individual teaching load may prescribe, regularly scheduled conference hours, and such additional time as may be required to fulfill committee assignments and other necessary professional responsibilities. Counselors, librarians, and coordinators shall be scheduled for at least four consecutive hours, unless waived by the employee.
- b. Counselors, librarians, and coordinators may be assigned to work more than eight hours in a given day. Stipulations may be waived by the employee.

- (1) The supervising administrator may not schedule more than 10 long days as part of base load.
 - (2) A long day shall not exceed twelve hours.
 - (3) No more than two long days shall be worked consecutively.
 - (4) No work day shall begin fewer than 12 hours after the end of the previous work day.
2. Beginning time of classes taught as part of the instructor's regular teaching assignment shall not be more than six (6) hours apart excluding lunch hours or supper hours, and the span of class time shall not exceed seven (7) consecutive hours excluding lunch and supper hours without his/her written consent. If any part of the contractual assignment is after 8 p.m., the instructor shall not be assigned a class before 10 a.m. the following morning without written consent. If any part of an employee's contractual assignment begins before 10 a.m., the employee shall not be assigned duties extending beyond 8 p.m. of the same day without written consent.
 3. Each employee shall have one (1) hour between the hours of 11:30 a.m. and 1:30 p.m. free for lunch each day unless waived in writing by the employee.
 4. One night course on- or off-campus may be assigned an instructor as part of the regular load without the instructor's written consent. The administration may not assign counselors, librarians, and coordinators more than one (1) evening per week as part of base load except as specified in C. 1. b. above. These stipulations may be waived by the employee.

ARTICLE IX HOLIDAYS

- A. Buildings will be closed on the following holidays:

New Year's Day (January 1)	Labor Day (first Monday in September)
Good Friday (designated)	Thanksgiving (designated) and the day after
Memorial Day	Christmas
Independence Day (July 4)	
- B. If any of the above holidays falls on a Sunday, the buildings will be closed on the following Monday.

ARTICLE X
FRINGE BENEFITS

A. Tuition-Free Study

1. Employees may enroll in MCC courses (credit, non-credit, or recreation) tuition- and fee-free within the following limitations:
 - a. The waived fees include only the application fee and the activities fee.
 - b. For non-credit and recreation courses, the maximum contribution by the College shall be the cost of in-district tuition and fees equal to one (1) three (3) credit hour course each semester.
 - c. Participation in tuition-free study must not interfere with the employee's regular College responsibilities.
 - d. Spouses and children (age 25 and under) and dependents of employees are eligible for this benefit.
2. Required textbooks purchased at the College bookstore shall be provided to the employee at the College bookstore cost.

B. Insurance Benefits

The maximum amount paid per employee by the College for these benefits will be as follows:

2000-01	The MESSA-PAK rate for 2000-01
2001-02	The 2000-01 MESSA-PAK rate x 1.05
2002-03	The 2001-02 MESSA-PAK rate x 1.05

Any premiums over these amounts up to an annual maximum of four hundred eighty dollars (\$480) will be paid by the employee through payroll deduction. Increases in premiums in excess of \$480 will be paid by the College.

1. Health Insurance

MESSA Super Care I for a full twelve-month (12) period for the employee plus eligible dependents.

2. Dental Insurance

MESSA Delta Dental Plan C with 0-3 Orthodontic Rider (80-75-70), including internal and external coordination of benefits (COB) for all employees and their eligible dependents.

3. Long Term Disability

The College will continue to provide the present MESSA Long Term Disability Insurance for each employee. Benefits shall begin after ninety (90) days of disability and continue at sixty-six and two-thirds percent (66 2/3%) of salary to age sixty-five (65).

4. Life Insurance

The present MESSA Life Insurance in the amount of the employee's base salary rounded to the next higher one hundred dollars (\$100) will be provided by the College payable to the employee's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount.

5. Vision

The College will provide without cost to the employee full family vision insurance.

6. Options

The College will permit employees who do not elect health insurance coverage to apply the amount of the MESSA single subscriber premium toward the purchase of additional life insurance through the College life insurance program or toward a MESSA Fixed Option as determined by the Faculty Council. Dollars not used on these options may be applied on an individual basis to purchase any of the MESSA Variable Options and/or tax deferred annuities offered by MEA Financial Services, American United Life Insurance Company, Variable Annuity Life Insurance Company, and Mutual Benefit Life Insurance Company. Any amounts exceeding the Board subsidy shall be payroll deducted. An open enrollment period shall be provided whenever premium subsidy amounts change for the group.

ARTICLE XI
GRIEVANCE PROCEDURE

- A. A grievance is a dispute between an employee and the College regarding the meaning, interpretation, or application of any provision of this Master Agreement. Grievances shall be filed by the aggrieved employee and processed in accordance with the following procedure:
1. Within ten (10) weekdays after the aggrieved has become aware of the event which is the basis for the grievance, the aggrieved shall discuss the matter with the appropriate administrator.
 2. If such discussion does not resolve the matter to the grievant's satisfaction, the grievant shall within ten (10) weekdays thereafter file a written statement with the faculty negotiating committee that negotiated this Master Agreement. The joint bargaining team will, within ten (10) weekdays thereafter, meet to discuss the matter. Within thirty (30) days of that meeting, the bargaining team will respond to the grievant.

3. If such discussion does not resolve the matter to the grievant's satisfaction, the grievant shall within ten (10) weekdays thereafter file a written grievance with the appropriate administrator and give a copy to the Chairman of the Faculty Grievance Committee, stating the facts upon which it is based and referring to all provisions of this Master Agreement which are involved. The administrator and the grievant shall discuss the matter within five (5) weekdays thereafter. The administrator shall give a written reply within five (5) weekdays after the meeting.
 4. If such reply does not resolve the matter to the grievant's satisfaction, he/she shall within five (5) weekdays thereafter file a written statement of the reason(s) with the President of the College (or his/her designated representative), who shall discuss the matter with the grievant, a designated representative, the Chairman of the Faculty Grievance Committee and the administrator(s) involved within fifteen (15) weekdays. If the President of the College desires, a representative of the Board may attend. The President of the College shall give a written reply to the grievant within ten (10) weekdays thereafter with a copy to the Chairman of the Faculty Grievance Committee.
 5. If such reply does not resolve the matter, the Faculty Grievance Committee may, by giving written notice to the President of the College within ten (10) weekdays thereafter, refer the grievance to arbitration.
- B. If the parties cannot agree upon an arbitrator within five (5) weekdays thereafter, an arbitrator shall be selected from a panel of five (5) names submitted by the Michigan Employment Relations Commission in accordance with its procedures. The arbitrator is empowered to make a decision in cases of an alleged violation of specific articles or sections of this Master Agreement.
1. The arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of this Master Agreement.
 2. The arbitrator shall be limited to deciding whether the College has violated specific articles or sections of this Master Agreement and shall not substitute his/her judgment for that of the College as to the reasonableness of any practice, policy, or rule established by the College.
 3. Should either party dispute the arbitrability of any grievance, the arbitrator shall first rule on the question of arbitrability. Should the arbitrator determine the grievance is not arbitrable, it shall be referred back to the parties without decision or recommendation of its merits.
 4. The arbitrator's decision shall be rendered within thirty (30) calendar days after the conclusion of the hearing. Only decisions which exceed the arbitrator's specified authority may be appealed. The decision shall be final and binding on the Faculty Council, its members, the faculty member or members involved, and the College. The College and the Faculty Council shall discourage their members from appealing any arbitrator's decision to any court or board, and neither shall attempt by any other means to bring about the settlement of any grievance.

5. The fees and expenses of the arbitrator shall be shared equally by the College and Faculty Council. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other.
- C. If a grievance involves a dispute regarding rights of the Faculty Council under this Master Agreement rather than the rights of individuals, the grievance shall be filed in writing by the President of the Faculty Council with the President of the College at step A. 3. above within ten (10) weekdays after the Faculty Council becomes aware of the event which is the basis of the grievance.
- D. Any individual employee at any time may present grievances to the employer and have grievances adjusted without intervention of the Faculty Grievance Committee, if the adjustment is not inconsistent with the terms of a collective bargaining contract or agreement then in effect, provided that the Faculty Grievance Committee has been given opportunity to be present at such adjustment.
- E. Since grievances are best settled if initiated and processed promptly, the foregoing time limits must be adhered to unless an extension is mutually agreed upon in writing.
- F. "Weekdays" (including summer weekdays) means Monday through Friday excluding designated holidays and/or recesses and the break between the fall and spring semesters.

ARTICLE XII LEAVES

A. Personal Business Leave

Each full-time employee shall be allowed three (3) days leave per year with pay for personal business/emergency leave. Additional days of leave may be taken at the employee's expense. The additional days' leave should be granted by the supervising administrator who should be notified in advance whenever possible. The purpose of this leave is to allow employees to attend to business which cannot be managed at any other time. Business leave is not to be used for recreation or vacation. Notification shall be made in advance to the appropriate supervisor so that arrangements can be made.

B. Sick Leave

1. Each employee will be entitled to ten (10) days of sick leave per year of completed employment under the following conditions:
 - a. Ten (10) sick leave days will be made immediately available to the employee at the beginning of the employee's first year of employment.
 - b. Any employee working more than forty (40) weeks during the contract year shall accrue additional sick leave at the rate of one-fourth (1/4) day per week beyond the forty (40) weeks.

- c. Any employee having a summer teaching contract shall accrue additional sick leave at the rate of one-third (1/3) day per credit hour taught.
- d. An employee may accrue a maximum of twelve (12) days sick leave during the regular school year and summer school. Unused sick leave shall be allowed to accumulate without limit.
- e. Sick leave shall not accrue during any period of unpaid or sabbatical leave.
- f. It is the employee's responsibility to notify his/her supervising administrator or that administrator's office, in advance, of the necessity to use sick leave and to file a signed sick leave request form with the business office promptly upon return to work.

2. Use of Sick Leave

- a. All employees shall be allowed to use sick leave for personal illness or for inability to work because of pregnancy, childbirth, and necessary recovery therefrom. Sick leave may also be used for absences required by the quarantine or serious illness of their children or members of their immediate households.
- b. Use of such sick leave days as may be required for bereavement will be allowed up to three (3) calendar days provided that, under unusual circumstances, two (2) additional days may be used upon direct request to the appropriate administrator.
- c. Instructors shall take sick leave in four-hour (4) units. Each day shall consist of three (3) such units: morning, afternoon, and evening. No instructor shall be required to take more than ten (10) units in any calendar week.
- d. Librarians, counselors, and coordinators shall take sick leave in one-hour (1) units.

C. Child Care Leave

- 1. Upon written request, an employee who is an expectant parent may be granted a child care leave without pay for the purpose of child bearing and/or rearing.
- 2. An expectant parent shall request a leave at least five (5) months prior to the expected arrival, which request shall indicate the date on which the employee desires to begin and end such leave.
- 3. Child care leave shall begin at a time that is reasonable to the employee and in the best interest of the College and continue for the balance of the semester in which it is begun and the following two (2) full semesters. Such leave may be extended one (1) full semester by written agreement between the College and the employee.
- 4. In the event of the death of the object child of the leave, the leave of absence may be terminated effective at the beginning of the next semester.

5. If the leave is for more than one (1) semester, then, at least one (1) semester before the expiration date of such leave, the employee must submit in writing to the President of the College either a statement of intention to return, as agreed, or a request for an extension of the leave. The College may request a physician's certification of approval to return.
6. Upon return, the employee shall be reinstated in the employee's former position or a comparable position based upon qualifications and seniority.
7. Employees on child care leave have the right to maintain all fringe benefits at no cost to the College. Advance notice of the desire to maintain said fringe benefits shall be given to the College in writing.
8. Any full-time employee hired to replace an employee on child care leave will be employed under a temporary contract terminable upon return of the employee on leave.

D. Professional Improvement Leave

The parties support the principle of continuing training of employees, participation by employees in professional organizations in the areas of their specialization, leave for work on advanced degrees or special studies, and voluntary participation in community educational projects. Every effort shall be made by the administration and the Board to arrange for courses, workshops, conferences, and programs designed to improve the quality of instruction and to obtain people of the highest qualifications to participate in the presentation of such programs. The Faculty Council shall likewise make every effort to guarantee maximum attendance and participation. The administration will make every reasonable effort to arrange the employee's schedule to include professional improvement. In all such instances, the needs of Montcalm Community College take precedence.

1. Advanced Study Leave. An unpaid leave of absence for advanced study for a period of up to one (1) college year may be requested on or before March 1 of the year preceding the planned leave. Any tenured employee may make such a request in writing to the President of the College.
 - a. Employees on unpaid leave have the right to maintain certain fringe benefits at their own cost by paying attendant charges in full, with no cost falling to the College.
 - b. Unpaid leaves of absence should be of a one-year (1) duration and may be taken up to a limitation of two (2) in a ten-year (10) period.
 - c. Any period served under advanced study leave shall be considered as time taught with the College for the purpose of the salary schedule placement.

2. Conference Leave

Employees at Montcalm Community College are expected to remain professionally alert and informed regarding new developments and knowledge in their subject discipline. The College will not pay for credits gained through conferences, workshops, or

coursework which advance the employee on the salary schedule. Leaves for important professional conferences which occur during the academic year will be granted employees under the following conditions:

- a. When funding is available, and
- b. When the professional activities and expenditures are approved by the appropriate administrator.

3. Sabbatical Leave

- a. Each full-time employee will become eligible for a sabbatical after completing ten (10) semesters of full-time equated employment (not to include summer sessions). Any semester(s) of full-time equated employment worked after such period but before such leave is taken does/do not satisfy the return provisions required by paragraph f. below but does/do apply toward eligibility for another sabbatical leave.
- b. All sabbatical leaves shall be limited to purposes which clearly promise reciprocal advantage to the College through the enhancement of personal competence by study, research, writing, or cognate pursuits.
- c. Sabbatical leaves may be granted for either:
 - (1) One (1) academic year at one-half (1/2) salary, or
 - (2) Two (2) nonconsecutive semesters during two (2) academic years at one-half (1/2) salary, or
 - (3) One (1) semester at full salary.
- d. Pay for sabbatical leaves of one (1) full academic year or for one (1) or two (2) semesters shall be calculated on the basis of the employee's base salary for the year or semester of sabbatical leave.
- e. Single semester sabbatical leaves will normally be granted when employee replacement is not necessary, preferably during the second semester.
- f. An employee who receives a sabbatical leave for one (1) full academic year or for one (1) or two (2) semesters shall return to serve on the staff of Montcalm Community College for two (2) years immediately following such leave for each one-half (1/2) year of salary received during the sabbatical leave. If the employee does not remain on the staff for the period mentioned herein, the employee shall reimburse the College for compensation received during the sabbatical leave in the amount prorated on the basis of the required return period which the employee failed to satisfy. Semesters served to fulfill these requirements do not apply toward eligibility for subsequent sabbatical leaves.

- g. An employee on sabbatical leave ordinarily shall not render service for compensation in another institution or enterprise, provided, however, that this does not preclude the acceptance of a teaching fellowship, assistantship, or a research assistantship; in each case the source of all additional funds and the fact that their use materially aids the planned research program of the recipient shall be fully set forth in the request for sabbatical leave.
- h. An employee's application for sabbatical leave shall be made in writing to the Faculty Fellowship Committee (see 4. f., this section) by November 15 of the year preceding the academic year in which the leave is to be taken. The recommendations of this committee in order of priority shall be within the limits of the funding available for sabbatical leaves and shall be forwarded with the application to the employee's immediate supervisor. The application and the recommendations of the Faculty Fellowship Committee shall be forwarded to the President of the College by January 1.
- i. The application for sabbatical leave must be accompanied by a statement of a well-considered plan for the applicant including beginning and ending dates. Upon returning to Montcalm Community College after the sabbatical, the employee shall present a full report regarding the use of the sabbatical leave for transmission to the Faculty Fellowship Committee, the President of the College, and the Board.
- j. At the written request of the Faculty Council or administration, or upon their own initiative, the Faculty Fellowship Committee or the President of the College will require a sabbatical recipient to reappear before the Committee if information indicates that the recipient is not meeting, or will not be meeting, the conditions of the sabbatical appointment. If the Faculty Fellowship Committee, after meeting with the recipient, determines the recipient is not or will not be meeting the conditions of the appointment, it will recommend in writing to the President of the College that the appointment be immediately rescinded.
- k. The recipient shall, immediately upon registration and not later than the first week following registration, notify the Faculty Fellowship Committee and administration in writing of the courses in which the recipient has been enrolled. If such enrollment deviates from the stated plan for sabbatical leave, further explanation of reasons for such change will be made, and the Faculty Fellowship Committee and/or administration shall render a judgment as to whether the recipient will be meeting the goals of the sabbatical leave.
- l. Employee fringe benefits will continue for employees on sabbatical leave, paid from the Sabbatical Leave Fund.

4. Faculty Fellowships

- a. Each full-time employee will become eligible for a faculty fellowship after achieving tenure. Any semester(s) of full-time equated employment worked after such period but before such leave is taken does/do not satisfy the return provisions

required by paragraph f. below but does/do apply toward eligibility for another faculty fellowship.

- b. All faculty fellowships shall be limited to purposes which clearly promise reciprocal advantage to the College through the enhancement of personal competence by study, research, writing, or cognate pursuits.
- c. Four (4) faculty fellowships may be granted. Receipt of a faculty fellowship does not assure consecutive fellowships.
- d. Pay for a full faculty fellowship shall be six thousand dollars (\$6,000).
- e. An employee who receives a faculty fellowship shall serve on the staff of Montcalm Community College for one (1) semester immediately following each faculty fellowship. If the employee does not remain on the staff for the period mentioned herein, the employee shall reimburse the College for compensation received for the faculty fellowship in the amount prorated on the basis of the required return period which the employee failed to satisfy.
- f. An employee's application for a faculty fellowship for the ensuing summer, fall, and spring semesters shall be made in writing by February 28 to the Faculty Fellowship Committee, comprised of one instructional administrator appointed by the President of the College and faculty members appointed by the President of the Faculty Council. The recommendations of this committee in order of priority shall be within the limits of the funding available for faculty fellowships and shall be forwarded with the application to the employee's immediate supervisor and the Vice President of Instruction. The application and the recommendations of the Faculty Fellowship Committee shall be forwarded to the President of the College by April 15.
- g. The Faculty Fellowship Committee shall review and, as necessary, revise guidelines for fellowship application, award criteria and process, and recipients' reports on fellowship activities. The most recent version of guidelines will be shared with faculty and filed in the office of the Vice President for Instruction.

5. Funding for Sabbatical Leaves and Faculty Fellowships

Montcalm Community College shall fund the leave fund by adding to the existing fund each month an amount equal to two percent (2%) of the salaries of employees (as defined in Article I of this Master Agreement) paid that month. Salary is here defined as the rate of compensation calculated from each employee's position on the current salary schedule in Appendix A. One-third (1/3) of the monies which are now in or which are hereafter added to the leave fund shall be allocated to a sabbatical leave account and two-thirds (2/3) shall be allocated to the faculty fellowship account, subject to the following:

- a. Monies in the faculty fellowship account which are not required for payment of faculty fellowships having higher priority may be transferred to the sabbatical

leave account to the extent necessary to fund a sabbatical leave to be granted that particular year.

- b. The maximum amount to be credited to the sabbatical leave account at any time shall be one-half (1/2) of the maximum salary called for on the applicable salary schedule. When the account reaches that level, all further amounts added to the leave fund shall be allocated to the faculty fellowship account until the sabbatical leave account falls below its maximum funding, at which time the normal one-third (1/3), two-thirds (2/3) allocation shall again be made until the maximum funding is reached.
- c. Once the sabbatical leave account reaches its maximum funding, up to one year's contribution to the sabbatical leave account may be transferred to the faculty fellowship fund account if necessary to enable that account to meet its needs. The following year, the regular allocation shall be made to the sabbatical leave account in order to replace the amount so transferred to the faculty fellowship account.

E. Military Leave

1. Any employee of Montcalm Community College who enters the armed forces of the United States shall be granted leave automatically. Such leave shall be for the employee's first tour of duty and shall end upon any voluntary re-enlistment or extension. Upon application made within ninety (90) days of honorable discharge, such employee shall be reinstated to his/her former status. Salary upon return shall include all annual increments accrued under the salary schedule.
2. Request to return from leave should be made, where possible, at least six (6) months prior to the beginning of the semester in which the employee expects to return and then again definitely within ninety (90) days. Administrative exceptions may be made.
3. Incremental credit for military leave shall not extend beyond the time of original enlistment or beyond the time necessary to discharge the employee's military obligation.
4. When an employee who is a member of a military reserve unit must take temporary military leave (not to exceed fourteen (14) school days) during the contractual period, the Board shall compensate the employee involved for the difference between the employee's pay and the military pay and shall provide a substitute for the employee's position if necessary.

F. Leave for Public Service

1. Upon recommendation of the President of the College, a tenured employee may be granted leave for public service, subject to sufficient notice to make adequate provisions for replacement. Such leaves may include, but are not limited to:
 - a. campaign for public office,

- b. service as a public official, or
 - c. service in the Peace Corps.
2. Public service leave shall be limited to two (2) years duration and shall not place the College under financial obligation to the employee during the term of the leave. The returning employee will be placed at one (1) step above the level of the last contractual year upon return to the College.
 3. The College has at its option a period of two (2) years in which to adjust the divisional schedules to approximate as nearly as possible the prior instructional assignments of the returning employee.
 4. Employees on leave for public service shall have the right to maintain all fringe benefits at no cost to the College.

G. Leave for Jury Duty

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

H. Unpaid Leaves

The Board may, upon request of the employee, grant a leave of absence for up to one (1) year, which leave will be renewable at the discretion of the Board. Having such leave, the employee may maintain certain fringe benefits at the employee's own cost by paying all attendant charges in full, with no cost falling to the College.

ARTICLE XIII
AMENDMENTS

Any amendments that may be agreed upon during the life of this Master Agreement shall become a part of this Master Agreement without modifying or changing any other terms of this Master Agreement.

ARTICLE XIV
POLICY MANUAL

This Master Agreement supersedes the policy manual. In case of conflict with the policy manual, this Master Agreement prevails.

A copy of the current policy manual shall be provided to each new employee. It shall be the responsibility of the President of the College to furnish each employee with any addenda or changes in the policy manual and it shall be the responsibility of each employee to maintain his/her own copy of the policy manual in a current status.

ARTICLE XV
MISCELLANEOUS

- A. The provisions of this Master Agreement are subject to any minimum standards which may be required by the Legislature. If any provision of this Master Agreement shall be ruled contrary to law, such provision shall not be valid or of further effect and shall be subject to renegotiation, but all other provisions shall remain in full force and effect.
- B. During the negotiations leading up to this Master Agreement, each party had the opportunity to bargain on all matters. This represents the entire agreement of the parties. It is expressly understood and agreed that during the term of this Master Agreement neither party shall be required to engage in further collective bargaining on any matter or subject, whether mentioned herein or not.
- C. The President of the College shall appoint the members of all standing or ad hoc College committees. The members so appointed shall not be deemed to represent the Faculty Council as such.
- D. The Faculty Council has no objection to a smoke-free campus.

APPENDIX A

- A. The following salary schedules are provided for placement of employees for and during the designated contract years.

2000-2001

<u>Step</u>	<u>BA</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+10</u>	<u>MA+20</u>	<u>MA+30</u>	<u>MA+40</u>	<u>PhD</u>
1	31836	34296	35526	36393	37260	38127	38993	39860
2	33669	36295	37607	38487	39367	40247	41127	42007
3	35406	38188	39578	40471	41364	42256	43149	44041
4	37047	39976	41440	42345	43249	44154	45058	45963
5	38591	41659	43192	44108	45024	45939	46855	47771
6	40039	43236	44835	45761	46687	47614	48540	49466
7	41390	44709	46368	47304	48240	49176	50112	51048
8	42645	46076	47792	48737	49682	50627	51572	52517
9	43803	47338	49106	50060	51013	51966	52920	53873
10	44865	48495	50311	51272	52233	53194	54155	55116
11	45830	49547	51406	52374	53342	54310	55278	56247
12	46698	50494	52392	53366	54340	55315	56289	57264
13	47470	51335	53268	54248	55228	56208	57188	58168
14	48146	52071	54034	55019	56004	56989	57974	58959
15	48725	52703	54691	55680	56670	57659	58648	59637
16	49208	53228	55239	56231	57224	58217	59209	60202
17	49594	53649	55677	56672	57668	58663	59659	60654
18	49883	53965	56005	57003	58000	58998	59995	60993
19	50076	54175	56504	57223	58222	59221	60220	61219
20	50173	54280	56621	57334	58333	59333	60332	61332

APPENDIX A CONTINUATION

2001-2002

<u>Step</u>	<u>BA</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+10</u>	<u>MA+20</u>	<u>MA+30</u>	<u>MA+40</u>	<u>PhD</u>
1	32791	35325	36592	37485	38378	39270	40163	41056
2	34679	37383	38735	39642	40548	41455	42361	43267
3	36469	39333	40766	41685	42604	43524	44443	45363
4	38159	41175	42683	43615	44547	45478	46410	47341
5	39749	42908	44488	45431	46374	47318	48261	49204
6	41240	44533	46180	47134	48088	49042	49996	50950
7	42632	46050	47759	48723	49687	50651	51615	52579
8	43924	47459	49226	50199	51172	52146	53119	54093
9	45117	48759	50579	51561	52543	53525	54507	55489
10	46210	49950	51820	52810	53800	54790	55780	56770
11	47205	51034	52948	53945	54942	55940	56937	57934
12	48099	52009	53963	54967	55971	56974	57978	58982
13	48894	52875	54866	55875	56884	57894	58903	59913
14	49590	53634	55655	56670	57684	58699	59713	60728
15	50187	54284	56332	57351	58370	59388	60407	61426
16	50684	54825	56896	57918	58941	59963	60986	62008
17	51081	55259	57347	58373	59398	60423	61448	62474
18	51380	55584	57686	58713	59740	60768	61795	62823
19	51578	55800	58199	58940	59969	60998	62027	63056
20	51678	55909	58320	59054	60083	61113	62142	63172

APPENDIX A CONTINUATION

2002-2003

<u>Step</u>	<u>BA</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+10</u>	<u>MA+20</u>	<u>MA+30</u>	<u>MA+40</u>	<u>PhD</u>
1	33774	36385	37690	38609	39529	40448	41368	42287
2	35720	38505	39897	40831	41765	42698	43632	44565
3	37563	40513	41989	42936	43883	44830	45777	46723
4	39303	42410	43964	44923	45883	46843	47802	48762
5	40942	44196	45823	46794	47766	48737	49708	50680
6	42477	45869	47566	48548	49531	50513	51496	52478
7	43911	47432	49192	50185	51178	52171	53164	54157
8	45242	48882	50702	51705	52708	53710	54713	55715
9	46471	50221	52097	53108	54120	55131	56143	57154
10	47597	51449	53375	54394	55414	56434	57453	58473
11	48621	52565	54537	55564	56591	57618	58645	59672
12	49542	53569	55582	56616	57650	58683	59717	60751
13	50361	54462	56512	57551	58591	59631	60670	61710
14	51078	55243	57325	58370	59415	60460	61504	62549
15	51692	55912	58022	59071	60121	61170	62219	63269
16	52204	56470	58603	59656	60709	61762	62815	63868
17	52614	56916	59068	60124	61180	62236	63292	64348
18	52921	57251	59416	60474	61533	62591	63649	64707
19	53126	57474	59945	60708	61768	62828	63888	64947
20	53228	57586	60069	60825	61886	62946	64007	65067

- B. Salary for vocational certification, without a BA, will be 85% of BA.
- C. Step one (1) for vocational certification requires use of three (3) years experience for placement.
- D. Step one (1) for any other level is dependent upon transcript of credits.

- E. Experience limit for initial placement for vocational certification shall not permit placement above step nine (9). Initial placement other than vocational certification shall be limited to step six (6).
- F. Experience for vocational certification (three (3) years) shall be used without proration. With this exception for the first three (3) years when used toward vocational certification, all previous experience shall be equated as follows: college teaching, 1:1; K-12 teaching, two (2) years' salary credit per three (3) years of teaching; related experience, but not in teaching, two (2) years' salary schedule credit per three (3) years' experience.
- G. Each step on every salary level shall represent one (1) year of satisfactory equated experience. An employee shall automatically progress on the salary schedule each year, unless he or she receives an unsatisfactory evaluation.
- H. Preparations in the base load shall ordinarily be limited to three (3) each semester. Each different catalog description shall be considered as a single preparation even though it may be taught by the same instructor more than once. Each preparation over three (3) per semester assigned in whole or in part of the base load shall be paid according to the following schedule:

One Hour Course	\$110
Two Hour Course	\$170
Three Hour Course	\$205
Four or more	\$240

Extra preparations shall be paid only when base load has been filled and shall be limited to a total of \$400 per employee per semester.

- I. Upon prior written agreement between an instructor and appropriate administrator, a new course preparation fee shall be paid to the instructor at the completion of a course outline and performance objectives as defined in this Master Agreement. The fee shall be paid on the basis of one hundred dollars (\$100) per credit hour, up to a maximum of five hundred dollars (\$500). This will be paid one time only per course. Once the new course preparation has been completed and approved by the appropriate administrator, the instructor will be furnished a copy of the pay authorization.
- J. The rate of pay for teaching in the COPE Program during the regular school year shall include an additional one hundred sixty-five dollars (\$165) per course incentive pay for courses taught in a prison setting and shall be limited to those courses in an instructor's base load in whole or in part, up to a maximum of two (2) courses per semester.
- K. Existing preference for assignment of a course shall continue when the course title, number, or prefix is modified if such labeling changes do not alter the qualifications for teaching the course.

APPENDIX A-1

1. An obligation of the College is to provide its faculty with full base teaching loads with the fewest number of course preparations practical in each semester. The base teaching load shall be thirty-one (31) to thirty-two (32) contact hours per two (2) semesters, unless this does not meet the minimum stipulated by the Legislature. Load for librarians, counselors, and coordinators shall be forty (40) hours per week for a thirty-three (33) week period, or its equivalent, to be assigned by their supervisor, not necessarily within the academic year. Prior to the finalized scheduling for second semester, the administration shall notify the instructor which of his/her courses are to be considered overload. The instructor then has the option to decline the overload. In the first semester, the instructor has the option to decline overload hours beyond nineteen (19).

An employee may apply up to four (4) credit hours from the published summer school schedule to his/her next academic year's base load. Compensation will conform with the next contract year's salary schedule, not with summer school pay, and will be awarded during the contract year. Upon the employee's election of such assignment, the appropriate instructional administrator will determine a minimum suitable class size. Should enrollment fall short of such requirement, the employee may opt to teach the course and be compensated at the regular summer school rate. The irrevocable decision to apply a summer school course to the next academic year's base load must be made by June 15.

2.
 - a. When an instructor and administrator agree there is a need for a released time assignment as part of load in circumstances other than those provided for in Article VI, F., the Vice President of Instruction will inform all employees that such assignments are available and will give all employees an opportunity to apply for those assignments. The Vice President of Instruction's decision for employee selection is final. Assigned project work is intended to be of a temporary, ad hoc nature and is not normally performed by any other employee as part of his/her load. Released time includes clearly defined tasks that are beyond normal teaching responsibilities.
 - b. When an instructor is assigned project work or released time as part of load, the Vice President of Instruction will submit a report to the Faculty Council President which includes a description of the assignment and identification of load equivalency in equated credit/contact or clock hours with an explanation of how this was determined.
3. Overload Pay
 - a. For instructors whose base load is calculated on equated credit hours, overload will be paid for all equated credit hours over thirty-two (32) per contract year. For instructors whose base load is calculated on contact hours, overload shall be paid for all contact hours over forty-two (42) per contract year.
 - b. Overload pay for hours beyond nineteen (19) equated credit hours or twenty-six (26) contact hours in the first semester shall be paid commencing with the second pay after classes begin and will be spread between that period and the last pay in December.

- c. For overload hours accrued in the second semester, the instructor may choose one of the following options to receive overload pay:
 - (1) spread over the remainder of the contract,
 - (2) spread over the remainder of the semester, or
 - (3) paid in a lump sum at the end of the semester.
- d. For overload hours accrued in the first semester, but not paid in the first semester, when total hours assigned for the contract year exceed the base load, the instructor may elect to be paid that portion of the overload pay due but not paid under paragraph b. above, in a lump sum at the third pay period after classes begin in the second semester, or may elect one of the options in paragraph c. above.
- e. Overload shall be paid at the rate of six hundred sixty dollars (\$660) per contact hour for 2000-01, six hundred eighty dollars (\$680) per contact hour in 2001-02, and seven hundred dollars (\$700) per contact hour in 2002-03.

4. Salaries of librarians, counselors, and coordinators who work on extended contracts beyond the regular academic year shall be calculated as follows: their hourly rate (their base annual salary divided by 1,320 hours) for all scheduled hours worked under the extended contract. The schedule of hours to be worked shall be established in advance but may be less than eight (8) hours per day or forty (40) hours per week and may be for less than five (5) days per week.

5. Concurrent Courses

Concurrent courses are two (2) or more courses with different titles and content descriptions which are scheduled to meet during the same time period to be taught concurrently by the same employee. In determining extra preparation pay as provided for in Appendix A, each concurrent course within the base load shall be counted as one-half (1/2) of a preparation, except that office education open-lab courses shall be counted as four-fifths (4/5). Fractions of a preparation exceeding three (3) within the base load shall be paid on a pro rata basis. Overload consisting of concurrent courses shall be paid on a contact hour basis. Determination of which courses are to be included within the base load and which preparations will be paid as extra preparation shall be done to the best advantage of the employee.

When base load is calculated on other than contact hours, each concurrent course preparation will be equated as one-half (1/2) of a preparation. Fractions of preparations exceeding three (3) shall be paid on a pro rata basis.

6. Independent/Directed Study

Payment for independent/directed study will be made as follows:

- a. Upon acceptance of the assignment, the instructor will be paid fifty dollars (\$50) for each separate course preparation plus twenty-five dollars (\$25) per student credit hour.

- b. The instructor will maintain a record of clock hours for each student and be paid twenty-five dollars (\$25) per clock hour up to a maximum of sixteen (16) clock hours per instructor credit hour, to be paid at the end of the semester.

7. Study Trip Courses

A study trip course is one for which credit is offered. A study trip course offered in the summer will be compensated at the summer school rate divided equally by the number of instructors involved. A study trip course beginning or ending within the academic year will be compensated at the base load or overload rate whichever is appropriate for the employee involved.

Each study trip course shall be identified separately even though several such trips share transportation and occur concurrently. Necessary trip expenses for employees will be paid by the College.

8. Extended Courses

An extended course is any course with a schedule of classes which overlaps the regular academic year and shall be paid on the following basis:

- a. Overload pay for that portion taught during the academic year.
- b. Summer school rate for that portion extending past the academic year.

Extended courses cannot be assigned as part of a base load without the employee's prior consent.

9. Team Teaching

Employees involved in team teaching will be compensated on a pro rata basis according to the amount of time each spends teaching in any team taught course. When an employee is assigned as a coordinator for a team taught course, the employee will receive an additional stipend of one hundred dollars (\$100).

10. Interim Courses

Any course which begins and ends outside the regular academic year will be paid at the summer school rate.

11. Summer School

- a. Summer school pay shall be at the rate of thirty-five dollars (\$35) per student credit hour in 2000-01, and thirty-five dollars (\$35) per student contact hour during the remainder of this Master Agreement, but not less than the overload rate.

- b. The rate of summer school pay for the COPE Program shall be thirty-five dollars (\$35) per student credit hour to an average maximum of twenty (20) students, but not less than the overload rate.
 - c. Assignment of summer school classes, including COPE, will be made as follows:
 - (1) The summer school class schedule will be posted by May 1. Within ten (10) days of publishing the schedule, any employee desiring to teach in the summer session must inform the appropriate instructional administrator in writing of the classes he/she would like to teach and his/her preference for courses not yet scheduled.
 - (2) Any classes added to the schedule after May 10 will be offered to any employee who had indicated in writing to the appropriate instructional administrator prior to May 10 his/her desire to teach such summer classes.
 - (3) If more than one (1) qualified employee desires to teach such class, the assignment will be made in accordance with the seniority rotation procedure provided in Article VII, F. 2. of this Master Agreement.
 - (4) It is the responsibility of all employees desiring to teach during the summer session to furnish the appropriate instructional administrator a current summer address to which a registered letter (return receipt requested) may be mailed offering the assignment. If the College receives no reply within five (5) days after the return of the register receipt, or if the letter is undelivered, the class shall be offered to any other qualified employee who has requested that assignment.
12. Instructors who supervise the work of others, such as lab assistants and lab supervisors, in courses which are not already included as part of the instructor's load shall be given credit toward base load equated as one (1) credit hour of load for every forty (40) hours of such supervisory work assigned. Supervisory work shall not be included as a preparation as set forth in Appendix A, H.
13. Longevity
- a. Each employee will receive longevity pay as follows:
 - (1) \$1,000 annually after completing 20 years of full-time employment at MCC,
 - (2) \$1,500 annually after completing 25 years of full-time employment at MCC, and
 - (3) \$2,000 annually after completing 30-35 years of full-time employment at MCC.
 - b. Amounts are neither cumulative nor retroactive.
 - c. Payment will be made in a lump-sum in the first check of the ensuing year.

APPENDIX A-2

MONTCALM COMMUNITY COLLEGE
Sidney, Michigan

PROBATIONARY CONTRACT

THIS PROBATIONARY CONTRACT is made between the Board of Trustees of
MONTCALM COMMUNITY COLLEGE (hereinafter called the Board) and _____
(hereinafter called the Employee).

WITNESSETH:

Said Employee hereby contracts with said Board for the school year of _____
as defined in the Master Agreement, and said Board hereby contracts to hire said Employee to work
for MONTCALM COMMUNITY COLLEGE, such appointment to continue in full force and effect
as provided in the current Master Agreement between the Board and the Faculty Council and shall
be terminated only as provided in the current Master Agreement.

For and in consideration of such services for the school year _____, the said Board
will pay to said Employee the sum of \$ _____, at Step _____, Level _____,
of the current salary schedule, payable in 20 or 26 installments.

During such school year the Employee shall have _____ accumulated sick leave
hours available for use.

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

MONTCALM COMMUNITY COLLEGE

BY _____ DATE _____
President

BY _____ DATE _____
Employee

APPENDIX A-3

MONTCALM COMMUNITY COLLEGE
Sidney, Michigan

TENURE CONTRACT

THIS TENURE CONTRACT is made between the Board of Trustees of MONTCALM COMMUNITY COLLEGE (hereinafter called the Board) and _____ (hereinafter called the Employee).

WITNESSETH:

Said Employee having been employed two (2) or more consecutive years by said Board, and having received tenure status, hereby contracts with said Board for the school year _____ as described in the Master Agreement and said Board hereby contracts to hire said Employee to work for **MONTCALM COMMUNITY COLLEGE**, such appointment to continue in full force and effect as provided in the current Master Agreement between the Board and the Faculty Council and shall be terminated only as provided in the current Master Agreement.

For and in consideration of such services for the school year _____, the said Board will pay to said Employee the sum of \$ _____, at Step _____, Level _____, of the current salary schedule, payable in 20 or 26 installments.

During such school year the Employee shall have _____ accumulated sick leave hours available for use.

Said Employee shall annually, hereafter, so long as employed by said Board, receive a supplementary contract stating the salary and sick leave for the ensuing school year to which said Employee is entitled under rules of said Board.

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

MONTCALM COMMUNITY COLLEGE

BY _____ DATE _____
President

BY _____ DATE _____
Employee

APPENDIX A-4

MONTCALM COMMUNITY COLLEGE
Sidney, Michigan

ANNUAL SUPPLEMENT TO TENURE CONTRACT

TO: _____ DATE: _____

You are hereby notified that your salary for the school year _____
beginning _____, _____, will be \$ _____ at Step _____,
Level _____, of the current salary schedule, payable in 20 or 26 equal installments.

Such year shall begin as provided in Article VIII, A. 1.

It is further agreed that you will be allowed sick leave in accordance with the rules and
regulations of the Board of Trustees for _____ hours during the school year covered by this
contract supplement less those days used between the date of issuance of this contract and the
beginning date of the contract, plus days accumulated under summer school contract.

If you accept the terms of this tenure contract supplement, please date and sign and return the
same to the Board of Trustees within seven (7) days of receipt of this notice.

MONTCALM COMMUNITY COLLEGE

BY _____ DATE _____
President

BY _____ DATE _____
Employee

APPENDIX A-5

MONTCALM COMMUNITY COLLEGE
Sidney, Michigan

SUMMER SCHOOL CONTRACT

THIS SUMMER CONTRACT is made this _____ day of _____,
20____ between the Board of Trustees of MONTCALM COMMUNITY COLLEGE (hereinafter
called the Board) and _____ (hereinafter called
the Employee).

WITNESSETH:

Said Employee hereby contracts with said Board for the summer sessions of 20____,
commencing the _____ day of _____, 20____, and said Board hereby contracts to
hire said Employee to work for MONTCALM COMMUNITY COLLEGE, such appointment to
continue in full force and effect as provided in the current Master Agreement between the Board and
the Faculty Council.

For and in consideration of such services for the summer session 20____, the said Board will
pay said Employee in accordance with the provisions of Appendix A-1 of the Master Agreement.

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

MONTCALM COMMUNITY COLLEGE

BY _____ DATE _____
President

BY _____ DATE _____
Employee

APPENDIX A-6

MONTCALM COMMUNITY COLLEGE
Sidney, Michigan

SABBATICAL LEAVE CONTRACT

THIS CONTRACT FOR SABBATICAL LEAVE is made this _____ day of _____, 20 ____, between the Board of Trustees of MONTCALM COMMUNITY COLLEGE (hereinafter called the Board) and _____ (hereinafter called the Employee).

WITNESSETH:

Said Employee, having been appointed to Sabbatical Leave for the period _____, 20 ____, through _____, 20 ____, agrees to pursue certain goals as set forth in an accepted plan for Sabbatical Leave, and further agrees to keep the Board informed of any deviation from said plan, and further agrees to return to employment at MONTCALM COMMUNITY COLLEGE for a period of _____ after termination of this Sabbatical Leave appointment.

The Board grants this Sabbatical Leave and agrees to pay through regular payrolls to said Employee, \$ _____, during the period of the Sabbatical as stated herein.

The Employee hereby agrees to reimburse the Board for compensation received during the Sabbatical Leave in an amount prorated on the basis of the fraction of _____ semester(s) which he/she fails to remain with MONTCALM COMMUNITY COLLEGE following this Sabbatical Leave and hereby designates that this document shall serve as a promissory note in recognition of this obligation.

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

MONTCALM COMMUNITY COLLEGE

BY _____ DATE _____
President

BY _____ DATE _____
Employee

APPENDIX B

It is understood that the following schedule will be observed in connection with the 2000-01, 2001-02, 2002-03 and 2003-04 school years.

CALENDAR

Fall, 2000

August 18	Professional Day
August 19	Classes Begin
September 2-4	Labor Day
November 20-21	Assessment Days
November 22-26	Thanksgiving
December 18	Classes End

Spring, 2001

January 10	Classes Begin
March 7-8	Assessment Days
April 2-8	Spring Break
April 13-15	Good Friday
May 11	Graduation
May 12	Classes End

Fall, 2001

August 17	Professional Day
August 18	Classes Begin
September 1-3	Labor Day
November 19-20	Assessment Days
November 21-25	Thanksgiving
December 17	Classes End

Spring, 2002

January 9	Classes Begin
March 6-7	Assessment Days
March 29-31	Good Friday
April 1-7	Spring Break
May 10	Graduation
May 11	Classes End

Fall, 2002

August 16	Professional Day
August 17	Classes Begin
Aug. 31-Sept. 2	Labor Day
November 25-26	Assessment Days
Nov. 31-Dec. 1	Thanksgiving
December 16	Classes End

Spring, 2003

January 8	Classes Begin
March 5-6	Assessment Days
April 7-13	Spring Break
April 18-20	Good Friday
May 9	Graduation
May 10	Classes End

Fall, 2003

August 15	Professional Day
August 16	Classes Begin
Aug. 30-Sept. 1	Labor Day
November 24-25	Assessment Days
November 26-30	Thanksgiving
December 15	Classes End

Spring, 2004

January 7	Classes Begin
March 3-4	Assessment Days
April 5-11	Spring Break
May 6	Classes End
May 7	Graduation

APPENDIX C

This agreement shall be effective August 16, 2000, and shall continue in effect through August 15, 2003. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

The bargaining teams agree to monitor the loads, salaries, and benefits of similar community colleges.*

* Presently, Alpena, Bay de Noc, Glen Oaks, Gogebic, Kirtland, Mid-Michigan, North Central and West Shore are considered similar.

MEMORANDUM OF AGREEMENT

In spring semester 2001, the negotiation teams will meet to form plans for part-time faculty development and evaluation. The teams will consider, in particular, the peer observation experiences of tenured faculty during 2000-01. Discussion will focus on training, methodology, and compensation.

**MONTCALM COMMUNITY COLLEGE
BOARD OF TRUSTEES**

**MONTCALM COMMUNITY COLLEGE
FACULTY COUNCIL**

BY Karen A. Carbonelli
Chairperson Date

BY Karen E. Liscala 7/14/00
President Date

BY Mary Jo Paul Brenden
Secretary Date

BY [Signature] 7/14/00
Secretary Date

