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9/15/93

AGREEMENT

BETWEEN

Board of Trustees of Lansing Community College

of the State of Michigan

and

Lansing Community College Chapter

of the

Michigan Association for Higher Education

at Lansing Community College

1990

Lansing Community College

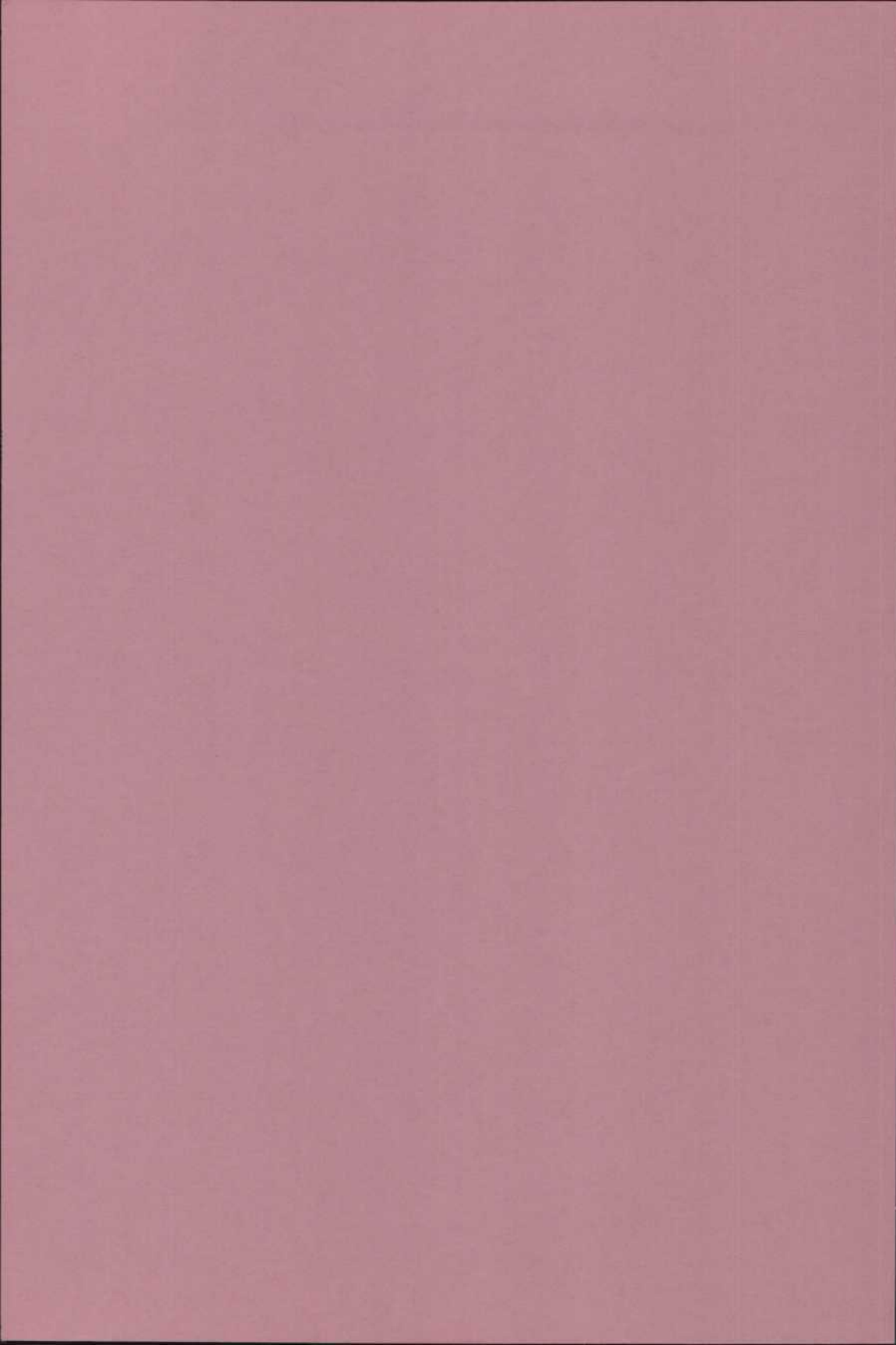


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AGREEMENT

BETWEEN

BOARD OF TRUSTEES OF LANSING COMMUNITY
COLLEGE of the State of Michigan

and

LANSING COMMUNITY COLLEGE CHAPTER of the
MICHIGAN ASSOCIATION FOR HIGHER EDUCATION
at Lansing Community College.

THIS AGREEMENT entered into this 2nd day of November, 1990 by and between the LANSING COMMUNITY COLLEGE, hereinafter called "the Board," and the LANSING COMMUNITY COLLEGE CHAPTER OF THE MICHIGAN ASSOCIATION FOR HIGHER EDUCATION, hereinafter called "the Association."

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing quality higher education for youth and adults of this College district is their mutual aim.

WHEREAS, the Board has a statutory obligation, pursuant to the Michigan Public Employment Relations Act, to negotiate with the Association as the representative of the bargaining unit personnel, with respect to rates of pay, wages, hours of employment and other conditions of employment, and

WHEREAS, the parties have reached certain understandings:

ARTICLE I. RECOGNITION

The Board hereby recognizes the Association as the sole and exclusive bargaining representative for the bargaining unit consisting of full-time Professors, Associate Professors, Assistant Professors, Instructors, Teaching Technicians, Librarians and Counselors. Also part-time faculty who teach four or more contact hours per week during the current academic term or during the last term taught; full-time laboratory technicians; part-time laboratory technicians and part-time librarians working ten hours a week or more, and the laboratory supervisors; EXCLUDING all part-time laboratory technicians and interns holding positions through a cooperative program within the institution, and all other employees.

- A. A full-time faculty member is defined as a person employed to work more than 75% of the maximum contact load or more than two classes per term, whichever is greater.

- B. The Board agrees that it shall not terminate or cause loss of benefits to any present full-time members of the bargaining unit solely for the purpose of utilizing part-time or other employees to perform bargaining unit services.
- C. Titles of current bargaining unit members will not be changed if the title change excludes them from the bargaining unit unless the change is clearly a change in function.
- D. All members of the bargaining unit shall hereinafter be referred to as "faculty."
- E. The Board agrees not to negotiate with any faculty organization or individual within the bargaining unit other than the Association for the duration of this Agreement.

ARTICLE II. DUTIES OF ASSOCIATION OFFICIALS

- A. The Chairperson of the Association's negotiating team will not be assigned to any department or division committee or registration activities commencing with the winter term prior to the expiration date of the contract and extending through the summer term, or until a new contract is ratified and approved. Two other members of the Association's negotiating team will not be assigned to any department or division committee or registration activities commencing with the spring term prior to the expiration date of the contract and extending until a new contract is ratified and approved. The remaining members of the negotiating team, not to exceed three (3) in number, will not be assigned to any department or division committee or registration activities commencing with the summer term prior to the expiration date of the contract and extending until a new contract is ratified and approved.
- B. The Association's President and Grievance Chairperson will not be assigned to any department or division committee or any registration activities during their period of office.
- C. The Faculty Association President may be assigned three-fourths ($\frac{3}{4}$) of a regular teaching workload for each term during his/her period of office. The purpose of the reduced workload will be to allow the Association President to conduct official Association business. During any term that the Association President does not elect this option, a full workload will be assigned.
- D. Two (2) additional full-time faculty members may each be allotted an amount of time equivalent to one quarter ($\frac{1}{4}$) of a regular full-time faculty workload to conduct official Association business. This additional time will be allotted to full-time faculty members (other than the Association President) as designated by the Association President. With the department chairperson's or the immediate supervisor's approval, the time

allotted for each faculty member may exceed one quarter ($\frac{1}{4}$) of a full-time faculty workload per term but in no event shall such allotted time exceed one full-time faculty member's workload for one year. The Faculty Association will reimburse the College \$1,000 per one quarter ($\frac{1}{4}$) of release time per term for each person designated to receive additional allotted time. This payment will be made at the beginning of each term. The name(s) of the person(s) to be allotted this additional time will be submitted to the Director of Personnel by the Association President at least one month prior to the beginning of each academic term.

ARTICLE III. ASSOCIATION RIGHTS

The Association, on behalf of the faculty of the College, hereby retains and reserves unto itself all rights, powers, authority, duties and responsibilities conferred upon and vested in it by Act 379 of the Public Acts of 1965 as amended and the Constitution of the State of Michigan and/or the United States, or other laws of Michigan.

ARTICLE IV. BOARD RIGHTS

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

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

ARTICLE V. PRIVILEGES AND RESPONSIBILITIES

A. Association Meetings

Rooms at the College may be used by the Association, the Senate and Senate Committees for meetings at no cost to the Association, provided that:

1. Arrangements are made in advance with the administration.
2. Meetings are scheduled within the regular shift hours of the custodial staff.
3. The Association shall have a minimum of one hour set aside during Professional Preparation days. The Association will be notified concerning the time and date prior to the printing of the program.

B. Use of College Equipment

The Association is authorized to use college equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines and all types of audiovisual equipment, subject to availability.

The Association shall pay for the reasonable cost of all materials and labor incident to such use. Reasonable cost shall be determined in advance by the Vice President for Business and Finance.

C. Association Notices

The Association shall have the right to post notices of its official activities and matters of Association concern only on departmental bulletin boards, at least one of which shall be provided in each department or a central location in each major college building. All such notices must carry a signature of the Association official who authorizes the posting of the notice with the simultaneous delivery of a copy to the President of the College.

D. College Financial Information

The Board shall make available to the Association upon its reasonable request, and within a reasonable time thereafter, such statistics and financial information related to Lansing Community College and in possession of the Board, as are necessary for negotiation and implementation of collective bargaining agreements. It is understood that this shall not be construed to require the Board to compile information and statistics in the form requested, if not already compiled in that form, unless mutually agreeable.

E. Faculty Involvement

The Association will encourage its members to utilize their special knowledge and expertise for the benefit of the College. The Administration will make a continuing effort to make appropriate use of such expertise. The Faculty Association shall have the right to submit a list of candidates for college-wide committees. The ultimate decision of the composition of such committees shall reside with the President or his/her designated representative.

F. Evaluation of Faculty Members

1. FULL-TIME

The purpose of the evaluation process is to give each full-time faculty member an opportunity to periodically review his or her performance with appropriate administrators. The evaluation process is designed to be a guide to self-assessment and improvement. The faculty member to be evaluated will submit documents directly related to classroom teaching prior to the administrative evaluation. The documents may include, but are not limited to, syllabi, handouts and exams. Those faculty members who are not teaching faculty will submit documents directly related to their assignments.

a. Documentation

The faculty member to be evaluated may also elect to submit any or all of the following documentation:

- 1) Evidence of professional development. These may include, but are not limited to the attainment of degrees as well as other kinds of education and training including but not limited to: courses, seminars, workshops, conferences, vendor training, etc.
- 2) Evidence of professional accomplishments. These may include, but are not limited to: publications, papers delivered, work on professional associations or governmental agencies, etc. which a faculty member has completed since the last evaluation period.
- 3) Evidence of community or college service. These may include, but are not limited to effective participation on college-wide or departmental committees and activities the faculty member has participated in since the last evaluation period.
- 4) Evidence of curriculum development. This may include, but is not limited to: teaching a course not taught before, creating or developing new courses, substantially revising courses, initiating or participating in program review, etc.
- 5) Student perception of teaching quality. Faculty members who are not evaluated every year will designate at least one term of student evaluations per year to be included in the administrative evaluation process. All sections taught that term must be included. Faculty who are evaluated every year will submit evaluations every year.
- 6) Other evidence of professional performance or accomplishment.

b. Administrative Review Process

1) Frequency of Evaluation

Professor:	At least once every 4 years, or more frequently if deemed necessary
Associate Professor:	At least once every 3 years, or more frequently if deemed necessary
Assistant Professor:	At least once every 2 years, or more frequently if deemed necessary
Instructor:	At least once every year, or more frequently if deemed necessary
Teaching Technician:	At least once every year, or more frequently if deemed necessary
Laboratory Technician:	At least every year for the first 3 years; then at least once every other year for 4 years and then at least once every 3 years thereafter, or more frequently if deemed necessary
Probationary Faculty: (All Ranks)	At least once every year, or more frequently if deemed necessary

2) Criteria and Methodology

Prior to formally evaluating faculty members, the appropriate administrative official will consult with the full-time members of the bargaining unit in the division concerning criteria and methodology to be employed. Criteria will be established uniformly throughout the division. The decision reached by the administrators concerning criteria and methodology will be published and distributed to all members of the division concerned two terms prior to any formal evaluation.

3) Evaluation

The actual evaluation of an individual faculty member will be made by the faculty member's immediate supervisor in accordance with the procedures promulgated within the division. The results of the evaluation will be subject to review and concurrence by the divisional dean or his/her appointed representative. A copy of the evaluation results will be made available to the respective faculty member.

4) Deficiencies and Improvement

When deficiencies are noted by the supervisor, the deficiencies will be outlined in specific terms. The chairperson/director or supervisor will:

- a) Conduct an informal meeting with the faculty member to discuss the deficiencies. During this stage, the two parties are encouraged to resolve the problem informally.
- b) If the problem cannot be resolved informally or if the problem persists, the chairperson or supervisor will provide the faculty member with a written statement outlining the problem in specific terms and provide a recommended solution.
- c) If the faculty member disagrees with the proposed solution or if the problem persists, the program director, the departmental chairperson and the divisional dean, the respective faculty member and an association representative (if requested) will meet to design a professional development plan. The purpose of the plan will be to set forth a program of improvement by specifying the ways in which the faculty member should improve and the assistance to be given by the administration. The plan will include reasonable time lines for improvement. The administrator will periodically review the progress of the improvement plan with the faculty member. A full-time faculty member on a continuing contract whose services are being considered for termination based upon performance, but not a reduction in force, must have been counseled, advised of his/her deficiencies and have had a program of improvement set forth. During this period of improvement, the faculty member will be evaluated annually or more often if necessary.

5) Use of Student Evaluations

Student evaluations of full and part-time faculty members will be returned to the respective faculty member each term. Any student comments on the student evaluation forms used in the administrative evaluation of faculty will reflect a clear and consistent pattern(s) of behavior of the respective faculty member. Unsigned comments on the student evaluation form which reflect a clear pattern(s) of behavior will be investigated prior to being used in the formal administrative evaluation.

2. PART-TIME

a. Non-associate Continuing Contract Part-time Faculty Members

While administrators will strive to evaluate part-time faculty as often as possible, the frequency of the evaluation will be determined by the divisional dean or his/her designee.

During the first teaching assignment, each new part-time faculty member will be observed in the classroom by his/her immediate supervisor or other individual(s) designated by the divisional dean. It is expressly understood that this first observation is for the purpose of assisting the faculty member and is not evaluative. The supervisor may recommend additional supportive resources to promote teaching excellence and enhance student success.

Part-time faculty members to be evaluated will be given reasonable advance notice. The criteria and methodology to be used in the evaluation will be determined and published by the divisional dean or his/her designee as early in the academic year as possible. Before earning associate continuing contract status, each part-time faculty member must have at least one formal evaluation.

It is understood that non-associate continuing contract part-time faculty members work on a term-to-term basis. The procedures mentioned above will not prejudice the supervisor's prerogative to assign or not assign a non-associate continuing contract part-time faculty member to a subsequent term of employment.

b. Associate Continuing Contract Part-time Faculty Members

When an associate continuing contract faculty member's performance shows deficiencies, the procedures listed under Full-time Evaluation, Section 1.b.(4) will be followed.

G. Personnel Files

1. Each faculty member may, upon written request, review the contents of his/her own personnel file with the exception of confidential pre-employment information. An officer of the Association may, at the written request of the faculty member, accompany him/her in such review.

The review will be conducted only in the presence of the administrator(s) responsible for the safekeeping of the personnel file. In the event of the administrator's absence he/she will appoint someone to act in his/her behalf.

2. Nothing will be placed in a faculty member's official personnel file unless he/she has had an opportunity to examine it and has been offered an opportunity to submit a written comment.
3. Potential employers shall not have access to files except the official personnel files kept by the Director of Personnel.

H. Board Agenda

The Association shall be entitled to appear on the Board agenda, provided a written notification, outlining the business to be discussed, is submitted to the President's office eleven (11) days or more before a regularly scheduled Board meeting.

I. New Faculty

1. The Board will furnish the Association with the names and current addresses, within five working days from the date of return of a signed contract, of all new faculty except part-time.
2. The Board will provide the Association by the end of the fourth week with a copy of the Master Section Listing including the names of the faculty members as submitted by the college departments.

J. Office Space

The Board of Trustees agrees to furnish to the Association on a yearly basis free office space on campus of not less than 100 square feet.

ARTICLE VI. CONDITIONS OF EMPLOYMENT

A. Academic Freedom (Full-time Faculty, Part-time Faculty, Part-time Laboratory Technicians and Part-time Librarians)

1. A faculty member shall have the right to teach in an atmosphere of free intellectual inquiry and shall not be subjected to restraints or harassment which would impair his/her teaching. Administrative actions taken to assure compliance of contractual and departmental obligations when applied in a non-discriminatory manner shall not be construed as harassment. To this end, the College subscribes to the tenets of academic freedom as the American Association of University Professors has expressed them:

"The teacher is entitled to full freedom in research and in the publication of the results, subject to adequate performance of his other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution."

“The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject. Limitations on academic freedom because of religion or other aims of the institutions should be clearly stated in writing at the time of the appointment.”

“The college or university teacher is a citizen, a member of a learned profession and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence, he should be at all times accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not an institutional spokesman.”

2. When a faculty member speaks, writes or endorses products or candidates as a citizen, he/she is obligated to make certain that such endorsements or statements imply no endorsement by the College.
3. A faculty member must follow course syllabi as developed by his/her department(s) and present alternative views of controversial issues. The presence of any communications device during the meeting of a class shall be subject to his/her permission.

B. Work Assignments

(The provisions contained within Section B, paragraphs 1 through 5 are not applicable to full-time technicians and laboratory supervisors.)

1. Division of Technology and Applied Sciences

(Full- and part-time faculty unless specified otherwise.)

A full week's teaching assignment shall consist of the following loads: 16 lecture contact hours (30 students or more in each section) or 18 lecture contact hours (29 students or fewer in each section). It is assumed that this work assignment includes office hours and other activities normally related to a teaching position.

a. Aviation Flight Instruction Program

(Note: In addition to the provisions cited below in a-1 through a-5 and with the exception of subparagraphs d-1 and d-7 of Article VI, Conditions of Employment, Section B.1, Work Assignments, Division of Technology and Applied Sciences, all other provisions regarding work assignments for full-time faculty members within the Division of Technology and Applied Sciences will apply to full-time faculty within the Aviation Flight Instruction Program.)

- a-1. A full week's work assignment shall consist of an average of forty (40) hours, including thirty-six (36) contact hours in

the areas of pre- and post-flight briefings, ground instruction, supervised solo flights, flight simulation and dual flight time in the aircraft. The remaining four (4) hours will be devoted to office hours and other activities normally related to a teaching position.

- a-2. Scheduled flight time shall not exceed FAA regulations.
- a-3. Schedules for full-time flight faculty will be provided as much in advance as possible each term. Supervisory personnel will consult with the flight faculty prior to scheduling flight time.
- a-4. It is understood that the schedules for full-time flight faculty will vary from week to week, depending on student need, weather conditions and availability of equipment.
- a-5. Saturday flight instruction will be scheduled at the discretion of the Chief Flight Instructor. Sunday flight assignments will be scheduled by the Chief Flight Instructor with the approval of the appropriate faculty member.

Additional Conditions:

- a. One and one-third laboratory contact hours shall equate as one lecture contact hour.
- b. In lieu of a full teaching load, the faculty member shall be given other assignments to achieve a full week's workload.
- c. Assignments of the full week's work, as defined above, may deviate (over or under) by as much as the equivalent of two lecture equated hours for any term. However, for the entire contract period, the average number of contact hours and equated "other assignments" combined cannot exceed the full work week described above.
- d. The following conditions (d-1 through d-7) will be avoided when making full-time teaching assignments except when necessary to achieve a full teaching load or when requested by the individual faculty member.
 - d-1. More than two (2) evenings of teaching each week.
 - d-2. A morning class before 9:00 a.m. following an evening class assignment as late as 8:30 p.m.
 - d-3. A morning class before 10:00 a.m. following an evening class assignment ending after 8:30 p.m.
 - d-4. Classes in the morning, afternoon and evening of the same day.
 - d-5. More than two (2) different teaching preparations taught for the first time except for newly employed during the first four terms of full-time employment.
 - d-6. More than three (3) teaching preparations per term. A teaching preparation is defined as a course whose title is different from any other course being taught by the faculty member.
 - d-7. More than two (2) sequential terms of teaching in the evening.

- e. The total number of preparations may include curriculum study assignments and planning future courses. However, seminars and community service programs are exempt from the course preparation limitations cited above.
2. Division of Arts and Sciences
(Full- and part-time faculty unless specified otherwise.)
Full-time faculty assigned to teach in the evening up to 8:30 p.m. will not be assigned a class prior to 9:00 a.m. the following morning, except with the faculty member's approval.
Full-time faculty assigned to teach in the evening after 8:30 p.m. will not be assigned to a class prior to 10:00 a.m. the following morning, except with the faculty member's approval.

**Maximum Credit or Contact Hours/Maximum
Students per Section**

	F	W	SP	S
Social Science	16/39	16/39	16/39	16/39
Humanities	16/39	16/39	16/39	16/39
Freshman English	16/25	16/25	16/25	16/25
Literature	16/36	16/31	16/30	16/28
Mathematics				
Laboratory	15/50	15/50	15/50	15/50
Transfer	15/40	15/40	15/40	15/40
Communication				
Composition	16/25	16/25	16/25	16/25
Remedial	16/25	16/25	16/25	16/25
Speech	16/26	16/26	16/26	16/26
Non-writing Communication	16/36	16/31	16/30	16/28
Science				
Lecture/Laboratory	18/30	18/30	18/30	18/30
Lecture/Discussion	15/30	15/30	15/30	15/30

Divisional Course Preparations/Projects

- aa. A faculty member shall not normally be assigned more than two separate preparations per term. When the needs of the department dictate, the department chairperson or the immediate supervisor may assign three preparations.
- bb. Additional preparations beyond three may be assigned only with the faculty member's permission and may include curriculum study assignments and the planning of future courses.
- cc. Summer Workload
The summer workload may be fulfilled in one of two ways, or a combination of these two, not to exceed the maximum course loads specified by the department above: (1) Regular Classes, (2) Special Projects.

- dd. Lifetime Studies—where courses in this program emphasize panel or film presentations and do not require grading or examination responsibility, the maximum class size will be administratively determined.

3. Division of Business

(Full- and part-time faculty unless specified otherwise)

The maximum course load is sixty-four (64) contact hours per 45-week contract period (48 contact hours per 37-week period).

- a. The average load of 16 contact/laboratory hours per term shall be used to define a full-time faculty member under Article I, Section A.
- b. Thirty-five (35) students per section are considered to be the optimum, except in data processing programming and systems analysis courses, and advanced accounting courses which have an optimum of twenty-five (25) students per section. A student/faculty ratio of four (4) students per faculty lab hour is considered to be the optimum in the typing/business machines and accounting AVT labs. It is recognized, however, that some sections (community services, AVT courses and others) may warrant larger class sizes.
- c. Two laboratory hours shall equal one contact hour. The contact hour limitations set forth above shall not be exceeded except as provided for in this Master Agreement.

These limitations on contact hours have no effect on the concept of a "full week's work for a full week's pay." Should a faculty member's contact hour limitation be reached prior to the conclusion of his/her contract period, he/she shall not be assigned additional contact hours. He/she shall, however, continue to perform a full week's work, but this work, exclusive of teaching approved by the dean, may include but is not limited to assignments covering student recruitment, curriculum and course improvement and research, preparation for next term's courses, teaching technique development, and other assignments to improve the above items.

- d. A faculty member shall be assigned no more than three preparations per term.
- e. One additional preparation may be assigned with the faculty member's consent, but the total preparations should not exceed four.
- f. The total number of preparations may include curriculum study assignments, planning future courses, seminars and community service programs. In situations where seminars and/or community service programs require less than a full term or require only minimal coordinating effort, the amount of credit towards the number of preparations shall be given as agreed upon by the faculty member and the department chairperson or the immediate supervisor.

- g. Faculty assigned to teach in the evening after 6:00 p.m., but before 8:30 p.m., will not be assigned a class prior to 9:00 a.m. the following morning except with the faculty member's approval. Faculty assigned to teach in the evening after 8:30 p.m., will not be assigned a class prior to 10:00 a.m. the following morning except with the faculty member's approval.

4. Division of TeleCommunication and the Arts

(Full- and part-time faculty unless specified otherwise)

a. Department of Library Information Services

1. The workload will be determined by the department chairperson or the immediate supervisor after consultation with the Library Information Services faculty, being consistent with service needs.
2. Teaching assignments will be equated on the basis of one lecture hour equals two and one-half reference desk/library service hours. Library orientation assignments will involve appropriate preparation time.
3. No Library Information Services faculty will work more than two evenings per week except with that librarian's approval.
4. Library Information Services faculty assigned teaching or service responsibilities after 6:00 p.m. but before 8:30 p.m. will not be assigned responsibilities prior to 9:00 a.m. the following morning except with that librarian's approval. Library Information Services faculty assigned teaching or service responsibilities after 8:30 p.m. will not be assigned responsibilities prior to 10:00 a.m. the following morning except with that librarian's approval.

b. Media Department

The maximum course load is sixty-four (64) lecture contact hours per 45-week contract period (48 lecture contact hours per 37-week period).

1. The average load of 16 lecture contact hours per term shall constitute a full week's teaching assignment with the understanding that office hours and other activities normally related to the teaching position are included.
2. Two laboratory contact hours shall equate as one lecture contact hour.
3. Should a faculty member's lecture contact hour assignment for any term be less than a full week's teaching assignment described above, the faculty member shall be given other assignments to achieve a full week's workload. Other assignments such as special laboratory, workshop or media production assignment shall be prorated on the basis of lecture contact hours.

4. In an occasional term, assignments of lecture/lab hours and other non-teaching assignments may vary above or below the average full load, but for the entire contract period, the average number of lecture contact hours and equated other assignments combined shall not exceed the full work week described above.
5. No faculty member will teach more than three (3) evenings during the week, except with the consent of that faculty member.
6. A faculty member who teaches on three evenings weekly during the term will not be given a weekend teaching assignment in that term except with the consent of the faculty member.
7. A faculty member shall not be assigned a morning class before 9:00 a.m. following an evening class assignment ending as late as 8:30 p.m., except by consent of the faculty member.
8. Faculty shall not be assigned more than three preparations during a term unless one additional preparation is necessary to achieve a full teaching load.

c. Department of Performing Arts (Music, Dance, & Theater)

The maximum course load is sixty-four (64) lecture contact hours per 45-week contract period (48 lecture contact hours per 37-week period).

1. The average load of 16 lecture contact hours per term shall constitute a full week's teaching assignment in accordance with the provisions of Article I, Section A.
2. Two laboratory contact hours shall equate as one lecture contact hour.
3. Should a faculty member's lecture contact hour assignment for any term be less than a full week's teaching assignment as described above, the faculty member shall be given other assignments to achieve a full week's workload. Other assignments shall be prorated on the basis of lecture contact hours.
4. In an occasional term, assignments of lecture/lab hours and other non-teaching assignments may vary above or below the average full load, but for the entire contract period, the average number of lecture contact hours and equated other assignments combined shall not exceed the full work week as described above.
5. A faculty member shall not be assigned a morning class before 9:00 a.m. following an evening class assignment ending as late as 8:30 p.m., except by consent of the faculty member.
6. Faculty shall be assigned no more than five preparations per term. One additional preparation may be assigned with the faculty member's consent, but the total number of preparations shall not exceed six.

5. Division of Student Personnel Services

(Full- and part-time faculty unless specified otherwise)

- a. Counselors. The workload will be determined by the department chairperson or the immediate supervisor after consultation with the faculty and will be consistent with student needs.
 1. The concept of a "full week's work for a full week's pay" is valued by the department personnel. The work week will include:
 - a) duty assignments of projects appropriate to fulfill the service objectives of the department, and
 - b) direct student contact duties.
 2. Teaching assignments shall be equated on the basis of one lecture hour to two and one-half counseling service hours. It is recognized that effective preparation may take place in an area other than the counselor's office.
- b. Physical Education and Athletics. Seventy-four (74) contact hours per 45-week contract period distributed over four (4) terms in the following manner, a maximum of 18 fall term, 18 winter term, 20 spring term and 18 summer term.
 1. A faculty member shall be assigned no more than six preparations per term.
 2. One additional preparation may be assigned with the faculty member's consent, but the total preparations shall not exceed seven (7).
 3. The total number of preparations may include curriculum study assignments, coaching assignments, course development, and community clinics.
 4. When a full-time faculty member is given a coaching assignment, the department chairperson or the immediate supervisor will attempt to assign teaching and coaching assignments (with the exception of contracted contests) after 8:00 a.m. and prior to 6:00 p.m., and will attempt to assign classes that will provide reasonable avoidance of time conflicts between assigned classes and contracted contests.

6. Full-time Laboratory Technicians

- a. All of the provisions of the Master Agreement applicable to the full-time faculty shall apply to said technicians, with the following exceptions:
 1. Article VI, Section B.1 through B.5.
 2. Article VI, Section F.2 and 3.

Work assignments for full-time technicians will be established individually by the dean of the appropriate division. The concept of a forty (40) hour week will be adhered to.

- b. When a full-time laboratory technician is assigned and performs actual classroom instruction, the rate of pay for all hours assigned to the classroom, exclusive of preparation time, shall be increased by forty-two point eight six percent (42.86%) over the hourly rate of pay he/she would have received as a full-time laboratory technician.

7. Contract Options

- a. Each full-time faculty member shall have a 45-week or a 37-week contract option. Contract options other than 37 or 45 weeks may be arranged by mutual agreement between the faculty member, the department chairperson or the immediate supervisor and the divisional dean.
- b. All current full-time laboratory technicians shall maintain their current obligation of 37-, 45-, and 52-weeks unless otherwise agreed upon by the department chairperson and the laboratory technician involved.
- c. Laboratory technicians who are employed on a fifty-two (52) week basis will be granted twenty (20) days annual paid vacation.

8. Summer Workload

When the summer term is eight (8) weeks long and the one-hour class meetings are increased proportionally for each class, the maximum full course load is eight-elevenths (8/11) of the load during the regular terms.

9. Professional Development Days

- a. Faculty members will participate in sixteen (16) hours of professional development during non-teaching hours as a part of their annual contract within the regular academic year. Faculty members are encouraged to submit proposals regarding the use of these hours. The work to be performed as professional development shall be assigned by the College following consultation with the respective faculty member. While full-time faculty members are required to participate, part-time faculty members may also participate in a program of professional growth with the prior written approval of their department chairperson or their immediate supervisor. Part-time faculty members participating in such a program will be reimbursed at a rate of \$8.00 per hour for each hour spent in the approved professional development project.
- b. Professional development activities may include, but will not be limited to:
 - (1) Professional conferences and seminars.
 - (2) Courses directly related to classroom instruction or professional growth.
 - (3) Curriculum development.
 - (4) Activities of importance to the College and community.
 - (5) Approved projects.
 - (6) Instructional assignments.
 - (7) Any combination of the above.

10. Overload Options

Class overloads during any term are not authorized and will not be assigned except as provided below:

a. Averaging Adjustment

In any term, if circumstances require assignments of lecture/lab hours and other non-teaching assignments to vary above the full workload as defined in this section, averaging adjustments will be made in the following term, if possible, but in no event later than the final term of the academic year. If the averaging fails to take place by the end of the final term of the academic year and an overage exists, the additional time shall be considered compensable time and the faculty member will receive an hourly rate of pay for this additional classroom time based on 80% of the faculty member's actual classroom contact hourly rate.

b. Additional Compensation Opportunities

1. Full-time faculty members may volunteer for extra contractual assignments, not to exceed five (5) credit hours or one (1) section per term, whichever is greater, beyond their regular work assignments. Such opportunities shall be subject to the approval of the department chairperson or the immediate supervisor and the divisional dean.
2. The college-wide average part-time faculty hourly rate for the previous fall term, adjusted by the negotiated percentage increase for part-time faculty members, shall be used to compensate such assignments for each term of the respective academic year.
3. Approval of one faculty member's opportunity for additional compensation shall in no way set a precedent for other requests.

11. Substitute Teaching

It is recognized that full and part-time faculty members are occasionally faced with a necessity to be absent on a short-term basis. During these times, faculty members are encouraged to exchange classes with a qualified colleague, subject to the approval of the immediate supervisor.

If this alternative is not available, the faculty member may seek a substitute, subject to the approval of the immediate supervisor, to teach his/her class. The substitute teacher will be paid as follows:

- a. All full-time faculty members and non-employees who substitute teach will be paid the average part-time faculty hourly rate for the College. This rate will be the previous fall term part-time average rate adjusted by the negotiated percentage increase.
- b. All existing part-time faculty who substitute teach will be paid at their current part-time hourly rate. If a part-time faculty member is paid more than one hourly rate as a result of teaching assignments in more than one department, he/she shall be paid a substitute hourly rate based on his/her highest hourly rate currently in effect.

12. Special Projects

- a. Full-time faculty members who receive special project assignments as part of their regular workload shall submit their completed projects to their respective department chairperson or immediate supervisor for evaluation purposes within sixty (60) days from the date of completion. Criteria used for project evaluation shall have been predetermined through consultation between the department chairperson or immediate supervisor and the respective faculty member prior to commencement of the special project. The results of the project evaluation will be made known to the respective faculty member and included as a factor within the faculty members' annual administrative evaluation.
- b. It is understood that special projects may be assigned on a cross-divisional or cross-departmental basis in an effort to encourage creative and mutually beneficial activities.

13. Fee-for-Service Courses

It is generally understood that the College has an obligation to meet the needs of business, industry, government and labor organizations. In an effort to accomplish this task through "fee-for-service" course offerings, it is understood that the workloads (including preparation time and starting dates) for full and part-time faculty members may differ from the divisional workload specifications referenced in the Master Agreement.

When differences occur, reasonable workload accommodations will be made to equalize the respective faculty member's workload. Full-time faculty workloads will be consistent with the respective divisional workloads and averaged over the current academic year. Overloads for full-time faculty members will be handled in accordance with the overload provisions contained in Article VI, Section B.10 of the current Master Agreement. Part-time faculty workloads will be averaged consistent with Article I, Section A of the Master Agreement.

C. Faculty and Administrative Vacancies

1. Vacancies will be announced and posted on applicable bulletin boards within the various departmental office areas by the Personnel Office. Notice of such vacancies shall provide five (5) working days' time to permit faculty members to make the necessary application in writing to the applicable dean via the appropriate department chairperson or the immediate supervisor. Whenever possible, college faculty members, full- and part-time, who apply for a vacancy will be notified in writing concerning the disposition of their applications for a position prior to the publication of the name of the successful candidate.
2. Application for another position, whether within the College or elsewhere, is recognized as a professional right and shall not affect adversely his/her status in his/her present position.

3. In filling departmental faculty vacancies, the department chairperson or the immediate supervisor, upon the advice of faculty members of the department, will recommend, via established channels, prospective faculty members for ultimate appointment by the Board of Trustees. The procedures to be used in formulating the recommendation will be worked out between the faculty and the department chairperson or the immediate supervisor. Should a recommendation be rejected within the established channels, the department faculty and chairperson or the immediate supervisor are entitled to again submit a recommendation.
4. In filling department chairperson vacancies the dean of the division will consult with the faculty members of the department and after consultation the dean will recommend, via established channels, a prospective department chairperson for ultimate appointment by the Board of Trustees.
5. In the event that the Board creates a new professional position, the Director of Personnel will inform the President of the Association of this new position prior to announcing it publicly.
6. The ultimate authority regarding the filling of all vacancies is retained by the Board.

D. Transfers

1. Transfers in assignment will be made first on a voluntary basis. If there are no volunteers and a transfer is necessary, it may be made after:
 - a. consultation within the department by the full-time faculty members concerned, and
 - b. consultation by the full-time faculty members of the department and the department chairperson or the immediate supervisor concerned.If no agreement is reached, the department chairperson or the immediate supervisor may select the faculty member to be transferred.
2. Under no circumstances should a faculty member be assigned to a course in which he/she has no experience or formal preparation.
3. Any faculty member who assumes administrative duties within the College and subsequently returns to faculty status, resumes all rights and privileges that he/she would have had if he/she had continued in faculty status without interruption.

E. Dual Department Assignments

A faculty member assigned duties in more than one department shall have full voting rights in all departments in which he/she serves.

F. College Week

1. Teaching is a profession and this demands that faculty members consider their position at the College as a full-time occupation. The Association recognizes that it, too, is an advocate of this concept. If instances

occur where it becomes apparent that a faculty member is violating the spirit and intent of this concept, either the Association or the Administration shall make the facts known to each other and shall jointly recommend appropriate action.

2. Where a full-time faculty member is assigned Saturday classes, his/her work schedule shall be adjusted to insure the equivalent of two (2) days free of classes and other assignments during a calendar week. (These provisions are not applicable to full-time technicians.)
3. Full-time teaching assignments to Saturday classes shall not exceed one term during any academic year except with the faculty member's approval. (These provisions are not applicable to full-time technicians.)

G. Office Hours

1. The faculty member shall, as often as possible, consult with students by appointment. Office hours will be determined by the department chairperson or the immediate supervisor and the faculty members of the individual departments.
2. All full-time faculty members are expected to be available during the college day for consultation with students. Therefore, time shall be set aside during each college day, with the exception of Saturday, for such consultation.
3. Each full-time faculty member is expected to be on campus every day, Monday through Friday, for consultation with students. (It is recognized that effective consultation may take place in other than the formal atmosphere of an office.)
4. The part-time faculty member shall, as often as possible, consult with students by appointment. Office hours will be determined by the department chairperson or the immediate supervisor and the part-time faculty members of the individual departments.
5. The chairperson or the immediate supervisor shall strive to assign only one part-time faculty member to an office space of approximately 50 square feet at the same time.

H. Student Advising

The responsibility for assistance in the routine matter of academic advising shall be shared by the faculty members.

I. Registration Period

Registration activities are a necessary prelude to the instructional function of the College and shall be considered an integral part of the full-time faculty responsibilities. The number of full-time faculty members present and the hours they shall serve at registration shall be determined jointly by the full-time faculty member and the chairperson or the immediate supervisor in each department.

J. Sponsorship of Student Activities

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

K. Attendance at College Functions

1. Other than as chaperones and sponsors, attendance at all college functions and activities will be voluntary, with the exception of commencement exercises as explained below.
2. College-wide Commencement. For each year of this Agreement, one-third (1/3) of the full-time faculty members from each division will attend commencement. The divisional dean will ask for volunteers to attend. Failure to achieve one-third of the full-time faculty members on a voluntary basis will result in the divisional dean assigning the remaining number (up to one-third) to attend. These assignments will be accomplished in alphabetical order.
Newly hired full-time faculty members will attend commencement during their first year of employment thus fulfilling this obligation for the duration of the Agreement. During the term of this contract, no full-time faculty member will be assigned to attend commencement more than once.
3. Full-time faculty members attending those college-sponsored functions for which academic attire is required shall have the attire furnished by the College.
4. Full-time faculty members may be asked to serve as chaperones at college functions. In the event a full-time faculty member who has agreed to serve as chaperone is unable to do so, it will be his or her responsibility to make every effort to find a substitute and notify the Office of Student Activities.

L. Secretarial Assistance

The duties of each departmental office will include secretarial assistance to all faculty members of the department to the maximum extent possible in an effort to assist the faculty members in fulfilling their academic responsibilities.

M. Faculty Parking

(Full-time faculty, part-time faculty, part-time laboratory technicians and part-time librarians.)

1. The Board will strive to provide adequate parking. The following parking fees will be effective immediately:
 - a. Surface Lots
 - 1) College owned (A, B, C, D)—No charge
 - 2) College lots (G, H, M) whether leased or owned—No charge—subject to availability

b. College Parking Facility

- | | |
|---|----------|
| 1) Academic year beginning Fall Term, 1990: | \$70.00 |
| 2) Academic year beginning Fall Term, 1991: | \$90.00 |
| 3) Academic year beginning Fall Term, 1992: | \$110.00 |
- 4) The annual charge will be pro-rated as follows:
- | | |
|--------------------------------------|------|
| (a) Winter term through summer term— | 75% |
| (b) Spring term through summer term— | 50% |
| (c) Summer term only | —25% |
2. The Board may require parking cards, decals or other methods of control for each faculty car and will furnish parking cards, decals or other methods of control at Board expense. If the cards, decals or other methods of control are lost or misplaced, a replacement fee will be charged.
3. A fee of \$5.00 will be charged for lost cards or for parking control cards not returned to the College at the expiration date of such cards. Payroll checks may be withheld until the parking control card is returned or the \$5.00 fee is paid.
4. No faculty member will be permitted to park more than one vehicle on college owned or leased parking lots or facilities at any one time.
5. Associate continuing contract part-time faculty members assigned to teach/work between 8:00 a.m. and 5:00 p.m. during the regular term will be provided with an annual parking permit.
6. Misuse of parking card or permits shall result in the loss of all parking privileges. This includes, but is not limited to, parking more than one vehicle on college owned or leased parking lots or facilities at any one time or allowing another person to use a parking card or permit.

N. Faculty Facilities

Faculty may have unlimited access to their assigned offices and/or classrooms during the normal hours of operation of the College. If faculty members desire access after 5:00 p.m. on Saturday or on Sunday, they should contact the Department of Public Safety to gain admittance. Identification cards will be shown and the faculty members will be required to register when entering and leaving the building. The use of other college facilities for college related activities by the faculty member during normal hours shall be authorized upon approval by the appropriate dean.

O. Safety

Every effort will be made to assure that faculty members are able to work in safety consistent with good health practices. When required, the College will provide first-aid supplies. Emergency procedures will be published for the information of the faculty.

The Association and the Board are aware of the role that members of the Department of Public Safety have in providing a safe, secure and lawful campus atmosphere to insure the academic pursuit entrusted to this institution by the State of Michigan, the citizens of the college district and the students which it serves. In the performance of their duties, the members of the Department of Public Safety shall endeavor to maintain cooperative relationships with college personnel. In the event it is deemed necessary for a member of the Public Safety Department to arrest a faculty member, the Public Safety Department shall provide notification of such occurrence to the President of the College or the President's representative; the President of the Association or the President's representative; and an individual selected by the faculty member. Such notification will be at the option of the faculty member. If the faculty member is to be charged with a misdemeanor, such notification shall be prior to his/her removal from the college campus. Should a faculty member be arrested by an officer of the Public Safety Department, the faculty member shall be informed of the charge(s) and rights in accordance with the appropriate Federal and State laws.

P. Student Guidebook

1. Changes in the Student Guidebook affecting student-faculty relationships shall be developed by the Student Affairs Council.
2. The Association shall appoint one representative to the Council from the members of the full-time faculty.

Q. Meetings

1. Faculty members shall attend departmental, divisional, general faculty meetings and other meetings as scheduled by their respective chairperson or their immediate supervisor, dean, or the President during the working day, Monday through Friday, of the academic year as defined by the academic calendar.
2. The faculty may recommend to the department chairperson or immediate supervisor items which they feel should be included on a departmental agenda, and he/she is obligated to place the items on the agenda. The agenda shall be limited to items pertaining to departmental functions. Any Association business with which the department members wish to deal shall be done after the completion of the departmental agenda.

R. New Programs

1. The responsibility for recommending new programs to the Board of Trustees is the responsibility of the President.
2. The responsibility for preparing new program recommendations rests with the administration and faculty of the College.

3. The Board recognizes that faculty members contribute greatly to the development of new programs and that a method of communicating these ideas effectively is important.
4. New program proposals shall be recommended to the President by the respective divisional councils or comparable bodies to the divisional deans.

S. Divisional Council Representation

When the individual divisional councils or comparable bodies meet to discuss academic matters, the faculty representation shall be as follows:

One member for every twenty (20) full-time faculty members or major portion thereof.

Each faculty member of the Council will be a voting member.

T. Due Process

1. No faculty member shall be reprimanded, demoted or discharged without just cause.
2. Complaints received by the administration against a faculty member which may result in disciplinary action shall be transmitted to the faculty member and the respective department chairperson or the immediate supervisor as soon as possible, but within not more than five (5) working days. Complaints not reported to the faculty member within five (5) working days are deemed not to be cause for disciplinary action. The faculty member shall be informed of the specifics of the complaint as soon as the administration determines that the complaint has sufficient merit to warrant further investigation.
3. Prior to invoking formal disciplinary action, an investigation of the events surrounding the complaint will be conducted. During this investigation, both parties will attempt to resolve the matter informally. Following this investigation and if the matter has not been resolved, a hearing will be held to determine if disciplinary action will be taken. The faculty member is entitled to have Association representation at this hearing if he/she desires. If it is decided that disciplinary action will be invoked following this hearing, the faculty member will be notified in writing of the extent of the disciplinary action and the specific reasons for taking such action.
4. The faculty member will have an opportunity to submit written evidence of rebuttal to any charges against him/her and such rebuttal shall become part of his/her record.
5. A recommendation for the discharge from employment of a full-time faculty member for cause shall be made in writing by the President. The faculty member may accept the dismissal for cause or may avail himself/herself of the Grievance Procedure starting at Level Two.

U. Civil Rights

The Board agrees it will not discriminate in terms of salaries and conditions of employment because of religion, race, creed, color, national origin, age, sex, height, weight, marital status, political belief, membership in an employee organization, or handicap*.

V. Class Schedules

Prior to the start of each term, full-time faculty members may submit their desired class schedules to the department chairperson or the immediate supervisor for consideration regarding class assignments.

W. Distinguished Full-time Faculty Award

1. In recognition of outstanding performance by a full-time faculty member, the Board of Trustees will fund an annual \$1,000 stipend. This stipend, known as the "Distinguished Full-time Faculty Award", will be presented annually during Professional Development Week to the faculty member selected for his/her outstanding performance. The recipient of this award will also be recognized on graduation day.
2. The selection committee shall consist of three members appointed by the Association and three members appointed by the administration. The committee shall establish criteria to be used in the selection process and carefully review all nominations. The final selection shall be forwarded to the President for his/her approval and subsequent joint presentation by the President of the College and the President of the Faculty Association.

X. Distinguished Part-time Faculty Award

In recognition of outstanding performance by a part-time faculty member, the College will fund four (4) annual stipends of \$500 to be awarded on a divisional basis as follows:

- One stipend to the Division of Arts & Sciences
- One stipend to the Division of Technology & Applied Sciences
- One stipend to the Division of Business
- One stipend to the combined Divisions of TeleCommunication & the Arts, Business & Industry Institute, and Student Personnel Services

These Distinguished Part-time Faculty Awards will be presented annually during Professional Development Week in mid-September to the part-time faculty members selected for their outstanding performance during the previous academic year. The recipients of these awards will be recognized on graduation day.

Divisional review committees shall be established for the purpose of determining selection criteria and recommending a final candidate to the divisional dean(s).

*As defined by State and Federal Statutes and regulations

Y. Reduction in Staff

1. The Faculty Association recognizes the exclusive right of the Board of Trustees to determine reductions in personnel and/or operations and the exclusive right to determine the area in which such reductions will be made subject to the provisions contained within this Agreement.
2. During a period of impending layoff, the Board agrees to attempt to accomplish staff reduction by natural attrition (such as resignation, retirement, etc.) and will consider requests for voluntary leaves of absence without pay.
3. Prior to any reduction in staff within the M.A.H.E. unit, the Faculty Association will be provided an opportunity to present recommendations to the President or his/her designated representative(s) and the Board of Trustees regarding such reductions for consideration prior to the final decision.
4. Once the area to be affected by staff reduction has been determined, the following process will be used:
 - a. In designated area, other than those where an entire program may be discontinued, full-time faculty members on a continuing contract having a mean evaluation score for the preceding three (3) years which is one standard deviation or more above the divisional mean will not be affected by a reduction in staff.
 - b. The remaining full-time faculty to be affected by the reduction in staff, within the designated area, will be ranked in accordance with the following factors:

Number of full-time equated years of work experience at the College as of the date of layoff, calculated in accordance with the appropriate provisions of Appendix J.
+4x
The mean of all of the available annual individual evaluation scores for the preceding three (3) years
=total point score
5. Personnel affected by the reduction in staff will be afforded as much notice as possible, but in no event less than forty-five (45) calendar days, prior to the effective date of layoff. Faculty members to be laid off will be informed of existing vacancies for which they may qualify and will be encouraged to apply. The College shall make every effort to place that member in another position within the College for which he/she is qualified.

6. For a period of two years from the effective date of the layoff, no new personnel will be hired to fill the position vacated because of a layoff until after the laid off employee has been offered the opportunity to return to this vacated position. If the reduction in staff affects more than one (1) full-time faculty member, within a designated area, the faculty member(s) will be returned in the reverse order of the total point score mentioned above.

ARTICLE VII. FACULTY BENEFITS

(The "Faculty Benefits" section pertains to full-time members of the bargaining unit, unless specified otherwise.)

A. Leaves of Absence

It is generally agreed that a student's education is most enhanced by consistent and continuing contacts with a qualified faculty member. It is recognized, however, that faculty members are occasionally faced with an unavoidable necessity to be absent on a short-term basis. It is also recognized that on these occasions when the faculty member is unable to meet his/her assigned class due to illness, emergency or for other reasons specified in Section A.2 of this article, he/she will provide as much advance notice as possible to the respective department chairperson or the immediate supervisor and make every effort to cover the class in question subject to the approval of the department chairperson or the immediate supervisor. In addition, there are long-term absences which may result in benefits to the individual and/or the college district. It is the purpose of this article to state an orderly and just means of providing for leaves of absence.

All leaves of absence, except for emergency illness and unforeseen emergencies (handled at the discretion of the department chairperson or the immediate supervisor involved), shall be requested by submitting a form to the administrative official designated by the President. In all instances, except emergencies, approval must be obtained prior to the absence. Requests will be submitted to cover emergency absences, except for illness, as soon as feasible. A statement from a physician in cases of extended illness or child bearing may be requested by the administration at the faculty member's expense.

All requests for extended leave must indicate the designated time for return to duty and are subject to approval by the Board of Trustees. Leaves for emergency illness and for personal, political, professional, and all other reasons are subject to approval by the administrative official designated by the President. Leaves of absence will be deducted from leave time or salary, except as otherwise stated in this article.

Placement for the returning faculty member in his/her former position will be given priority over the individual(s) hired for his/her replacement in that position. The returning faculty member has the option to return

to his/her former position, if the position still exists. Return to duty will always be contingent upon the availability of another position for which the faculty member is qualified.

As previously stated, it is recognized that full and part-time faculty members are occasionally faced with a necessity to be absent on a short-term basis. During these times, faculty members are encouraged to exchange classes with a qualified colleague, subject to the approval of the immediate supervisor.

If this alternative is not available, the faculty member may seek a substitute, subject to the approval of the immediate supervisor, to teach his/her class.

It will not be considered an absence when any faculty member is on college business requested and approved by the College.

1. Sick Leave

a. Full-time Faculty

Leave time will be granted to the faculty at the rate of three (3) days per regular term, including summer. Leave time will be credited in advance to the faculty members each college year. Unused leave time may be accumulated to a total of 150 days. A statement of available leave time will be provided to each faculty member on his/her statement of earnings and deductions following the opening of the academic year. Such statement will include accumulated leave time and the additional leave time credited for the current academic year. In the event a faculty member leaves the College prior to the close of the academic year, but after having used leave time granted in advance, a deduction for the unearned portion of the contract will be made from the faculty member's final pay.

The Board shall establish an Association sick-leave bank by multiplying the number of faculty in the bargaining unit by one and one-half (1.5) days per year. Bank days shall not accumulate to more than 350 days. Members of the bargaining unit may draw on the leave bank after twenty (20) consecutive days of absence and after exhausting their personal accumulation of sick-leave days. Faculty may draw days from the leave bank until long term disability insurance becomes effective. The Director of Personnel shall administer usage of the sick-leave bank. Once the supply of days has been exhausted, it will not be replenished during that academic year.

b. Part-time Faculty, Part-time Laboratory Technicians and Part-time Librarians

Part-time faculty members, part-time laboratory technicians and part-time librarians who have completed 10 terms of employment at Lansing Community College will be credited with four-tenths (.4) of an hour of sick leave for each multiple of ten (10) contracted contact hours. This sick leave shall be credited at the start of the term during which employment commenced and shall accumulate from term to term not to exceed a maximum of twelve (12) contact hours at any one time.

c. Illness and/or Emergency (Part-time Faculty)

If a part-time faculty member has no sick leave and is unable to meet his/her assigned class due to illness or an emergency and:

1. He/she provides at no additional expense to the College a substitute from a list mutually agreed upon in advance by the part-time faculty member and his/her department chairperson or the immediate supervisor and the class is met

OR

2. He/she makes up the class in a manner mutually satisfactory to the part-time faculty member and his/her department chairperson or the immediate supervisor

the part-time faculty member shall suffer no loss in compensation.

In the event a part-time faculty member is unable to meet his/her assigned class and he/she does not come under either of the situations set forth above, his/her compensation, prorated for the period of his/her absence, shall be withheld.

2. Leaves for Personal Reasons

Paid personal leave will be granted for the purposes listed below to the extent indicated. Maximums indicated are for each occurrence.

- a. Full-time Faculty—The following leave days are chargeable to sick-leave time for the days indicated:

1. Routine Medical Attention: Where dental or medical attention cannot be scheduled outside of college time, necessary time off will be granted. (Minimum of 1/2 day.)
2. Death of a member of the non-immediate family. (3 days)
3. Court subpoena or summons not resulting from employment at the College. (As required by the court.)
4. Income tax investigation. (1 day)
5. Graduation of the faculty member, spouse, son or daughter. One (1) day if in Michigan, or up to three (3) days outside of Michigan.
6. Marriage of the faculty member, two (2) days; son or daughter, one (1) day.
7. Personal leave for two (2) days per year maximum for reasons other than those listed above.
8. Court subpoena or summons resulting from employment at the College when the Board and the Faculty Member(s) are on opposite sides of the lawsuit. (As required by the court.)

b. Full-time Faculty—The following leave days are not chargeable to sick-leave time for the days indicated:

1. Critical illness of a member of the immediate family which requires the presence of the faculty member. Immediate family will include: mother, father, son, daughter, brother, sister, spouse, mother-in-law, father-in-law, son-in-law, and daughter-in-law. (5 days)
2. Death in the immediate family. (Same definition of immediate family.) Up to five (5) days per year maximum, for the purpose of attending the funeral or making the necessary arrangements.
3. Court subpoena or summons resulting from employment at the College when the Board and the Faculty Member(s) are on the same side of the lawsuit. (For jury duty, see Board Policy #7480.)

c. Death in the immediate family—(part-time laboratory technicians and part-time librarians who have satisfactorily completed twelve (12) terms of employment in their respective positions as eligible members of the Faculty Association bargaining unit; and associate continuing contract part-time faculty members)

Immediate family will include mother, father, son, daughter, brother, sister, spouse, mother-in-law, father-in-law, son-in-law and daughter-in-law. Two (2) days maximum allotted time which shall not be chargeable to sick leave time.

d. Jury Duty—(associate continuing contract part-time faculty members)

An associate continuing contract part-time faculty member who is summoned and reports for jury duty during a term when he/she would have otherwise been scheduled to work shall receive the same pay he/she would have received if he/she had not been summoned for jury duty. All jury duty fees received (not including travel allowances or reimbursement for expenses) during those days when he/she would have been scheduled to work shall be turned over to the College.

The College's obligation to pay an employee for jury duty is limited to a maximum of sixty (60) days in any calendar year.

The provisions of this article are not applicable to an employee who, without being summoned, volunteers for jury duty.

3. Sabbatical Leave/Professional Development Leave

The purpose of a sabbatical leave/professional development leave is to enhance the faculty member's professional competence. All such leaves shall not only be of value to the faculty member but also clearly benefit the College. Sabbatical leave/professional development leaves may be granted for advanced study, research, writing or cognate pursuits.

- a. Requests for sabbatical leave/professional development leave shall be filed with the Personnel Office using the "Sabbatical Leave/Professional Development Leave Request Form" at least two terms prior to the commencement of the leave. All requests must be reviewed by the appropriate department chairperson or the immediate supervisor and divisional dean prior to being forwarded to the college-wide sabbatical leave committee.
- b. Faculty members requesting a sabbatical leave/professional development leave shall include the following information with their request:
 1. A statement of the purpose of the leave including the activities to be undertaken with time lines for completion in order to achieve the purpose.
 2. A method of evaluating the accomplishments.
 3. A statement of the value of the leave to the applicant.
 4. A statement of the value of the leave to the College.
- c. All requests for sabbatical leave/professional development leave shall be reviewed by the college-wide sabbatical leave committee, consisting of four (4) administrators and three (3) faculty members appointed by the President in accordance with Article V, Section E. One member must be the Faculty Association President or his/her designee.

In the event a member of this committee requests a sabbatical leave, that person shall withdraw his/her membership from the committee prior to the submission of the request and for the duration of the leave, if approved. No faculty member may serve on the committee if a request has been received from a member of the same department.

- d. The college-wide sabbatical leave committee shall review each sabbatical leave request. It may request additional or supplemental information from the applicant in order to evaluate the merit of the request. If the committee feels that a conference with an applicant would be helpful, it shall have the prerogative to schedule such an interview. The committee shall either recommend or not recommend each request to the President. If it chooses to recommend each request, it shall provide a written statement, signed by a majority of its members, certifying that the request satisfies all of the criteria provided in this section. If the committee rejects a request, reasons will be stated in writing and forwarded to the faculty member.
- e. Sabbatical leaves shall be limited to purposes that clearly promise reciprocal advantage to the College and to the applicant. The decision of the committee shall be based on, but not limited to, the following criteria:

1. The merit of the application.
 2. The extent to which the request states specific deadlines and educationally constructive objectives.
 3. The extent to which a leave could have positive impact on the quality of instruction or service at the College through the faculty member's increased competence and/or improved instructional techniques.
 4. Reasonable and equitable distribution of leaves across the College in accordance with the established quotas referenced in Section G, below.
 5. Contributions of the applicant to the College.
 6. Length of service of the applicant.
- f. The college-wide sabbatical leave selection committee shall forward requests which they have endorsed to the President. Requests receiving the President's endorsement shall be forwarded to the Board of Trustees for action.
- g. The number of full-time faculty eligible to participate in a sabbatical leave/professional development leave is based on the following divisional quota per academic year:

	Fall, Winter, Spring Term	Summer Term Only
Arts & Sciences	5	2
Business	2	1
Student Personnel Services	1 every 2 yrs.	*1 every 2 yrs.
Technology & Applied Sciences	2	1
TeleCommunication & the Arts	1 every 2 yrs.	1 every 2 yrs.

- h. Faculty members shall be eligible for sabbatical leave/professional development leave after each six (6) years of full-time continuous service at the College.
- i. The sabbatical leave/professional development leave shall be no longer than a period of three (3) consecutive terms. It may, at the option of the applying member, be one, two or three terms in length.
- j. The salary for the sabbatical leave/professional development leave will be half-pay for three (3) terms, two-thirds pay for two (2) terms, or full pay for one (1) term. Upon return from such leave, a faculty member shall be placed at the same position on the salary schedule that he/she would have been placed had he/she taught at the College during such period.

*This one term sabbatical/professional development leave may be taken during the Fall, Winter or Spring Term.

- k. No leaves whatsoever shall be granted for the taking of employment for pecuniary advantage elsewhere. This does not preclude the acceptance by a faculty member of a grant or fellowship during the sabbatical leave/professional development leave.
- l. A faculty member granted a sabbatical leave/professional development leave shall be responsible for accomplishment of the stated objectives of the leave. Upon expiration of the leave, the faculty member shall provide a written report to the committee, along with such other documentation as the college-wide committee may desire, so that the committee may evaluate the success of the leave and provide a written report to the President.
- m. A faculty member who receives a sabbatical leave/professional development leave shall return to the College for a period of one year or refund, on a prorated basis, the full salary and cost of employee benefits received during the leave period.
- n. Full-time faculty members participating in an approved sabbatical leave/professional development leave for one or two terms shall complete the sixteen (16) hours Professional Development obligation prior to or following their return from leave. Faculty members participating in a three term sabbatical leave/professional development leave will be credited with the completion of sixteen (16) Professional Development hours.

4. Unpaid Leaves of Absence

A faculty member on unpaid leave shall retain all credits toward sabbatical leave/professional development leave and personal leaves, but shall not accrue additional credits while on leave, except as otherwise provided. He/she may continue to participate in other faculty benefits for the period of the leave by paying the cost of these benefits. Incremental credits will be allowed for up to one (1) year unless otherwise specified.

- a. **Extended Illness:** Request for this type of leave may be initiated by the faculty member or his immediate family where an extended physical or mental illness precludes performance of assigned duties. Such leave shall be granted for a maximum of one (1) year after all accumulated leave has been used. A written request may be submitted to the President via the Director of Personnel at least six (6) weeks prior to the expiration of the original leave.
- b. **Child Bearing or Adoption:** An unpaid leave for child bearing or adoption purposes may be granted for a period not to exceed twelve (12) months. Requests for this type of leave shall be made ninety (90) days prior to the expected birth or adoption of the child. Return to duty will be requested by the faculty member in writing to the administrative official designated by the President.

A written request may be submitted for a one (1) year extension. The request shall be submitted to the President via the Director of Personnel at least six (6) weeks prior to the expiration of the original leave.

- c. **Military Leave:** Request for unpaid military leave should be made within one (1) week of receipt of orders to report for active duty, whether by induction, enlistment, or call-up of Reservists or National Guard Personnel. The leave shall be for the period of required active duty. Placement of returning faculty members from active military leave will be handled in accordance with current Federal regulations governing military leaves. Incremental credits will be allowed.
- d. **Peace Corps:** An unpaid leave may be granted for one (1) tour of duty served as a member of the Peace Corps. One (1) year of incremental credits will be allowed.
- e. **Overseas Teaching:** An unpaid leave may be granted for one (1) tour of duty served in an overseas teaching assignment. No incremental credits will be allowed.
- f. **Professional Leave of Absence:**
 - (1) A leave of absence of up to one (1) year may be granted to any faculty member upon application for the purpose of advanced study in his/her own discipline or subjects pertaining to the theory of learning, or for work experience in his/her field, or in other areas, if agreeable to the faculty member and the administration. The Board may extend such leave beyond the one (1) year limit if it so desires. Incremental credit will be allowed. Such request shall be made ninety (90) days prior to the commencing day of the leave.
 - (2) A leave of absence of up to one (1) year may be granted to any faculty member upon application for the purpose of serving as an officer of any professional association or on its staff, including the Michigan Association for High Education-National Education Association. The Board may extend such leave beyond the one (1) year if it so desires. No incremental credit will be allowed. Such request shall be made ninety (90) days prior to the commencing day of the leave.
- g. **Political:** An unpaid leave shall be granted for the period of campaigning for political office or for actual service in a full-time political office, provided, however, that there shall be no disruption of classes and that the leave shall commence prior to the beginning of a regular term. Forty-five (45) days advance notice must be given prior to the expected date the requested leave will commence. No incremental credits will be allowed. No leave time will be deducted.

B. Admission to Lansing Community College Courses

1. Faculty members will be granted tuition scholarships for courses they desire, so long as there is no conflict with their own assignment.
2. Dependents of full-time faculty and dependents of other full-time staff members of Lansing Community College (including husband, wife or children) will be granted tuition scholarships for courses for which they meet entrance requirements.
3. Part-time faculty members, part-time technicians, and part-time librarians will be granted tuition scholarships for courses at Lansing Community College during the terms in which they are teaching so long as there is no conflict with their own assignments. Scholarships shall be limited to a maximum of 12 credit hours per term.

After completing a minimum of twelve (12) terms of teaching, part-time faculty members will be entitled to tuition free courses during any of the fall, winter, spring and summer terms providing they have reasonable assurance that they will be scheduled to work at least one term during the academic year. If a part-time faculty member does not work for any term during a particular academic calendar year following the achievement of twelve (12) terms of employment, this benefit will be discontinued upon the completion of that academic year and will be reinstated when reemployed as a part-time faculty member. Tuition scholarships will be limited to a maximum of twelve (12) credit hours per term.

4. Students referred to in 1, 2 and 3 above will not be included in meeting the maximum class sizes mentioned in Article VI, Section B, of this Agreement. It is recognized, however, that student enrollment may be limited by such factors as facility and equipment limitations and current safety standards.

C. Physical Examinations

Pre-employment physical examinations shall be paid for by the Board. Selection of the person to conduct the examination shall be made by the College. If the applicant desires to select his/her own physician it shall be at his/her own expense.

D. Faculty Benefits (Summary Sheet)

The amount and nature of benefits shall be governed by the terms of the group insurance policy and the rules and regulations of the carrier.

1. Life Insurance

1990-91

\$35,000 plus Accidental Death and Dismemberment

1991-92 & 1992-93

\$50,000 plus Accidental Death and Dismemberment

2. Hospitalization

a. Full-time Faculty

The College will provide full-time faculty members with the choice of three hospitalization plans. They are: Blue Cross/Blue Shield (BC/BS), current Health Central plan (HC) and the current Physician's Health Plan (PHP). The BC/BS plan will include the following items: semi-private room, comprehensive hospitalization, Master Medical Certification, National Reciprocity Program, Individual Case Management, D45NM, FAERC, VST, PD (\$2.00 co-pay), MMC2, MVF-2, XF, PPNV, COB3, OPC, CC, DC, SD and ML.

Annual open enrollment periods will be so designated by the Personnel Department. The following amount will be contributed by full-time faculty members through payroll deductions toward the premiums charged for the type of hospitalization insurance selected (single subscriber, two person or full family):

- 1990-91 5% of the monthly premium beginning in November of 1990
- 1991-92 7% of the monthly premium beginning in September of 1991
- 1992-93 9% of the monthly premium beginning in September of 1992

b. Part-time Faculty

Part-time faculty members, part-time librarians and part-time laboratory technicians who have completed twelve (12) terms of employment may participate in the college's PHP or HC hospitalization plan by paying the regular monthly premiums for single subscriber, two person or full family coverage. These monthly payments will be handled through the payroll deduction process. Participation in a hospitalization plan may occur during the designated open enrollment period or during the month following the completion of twelve (12) terms of employment.

Former (1987-90) single subscribers to MESSA or BC/BS coverage may continue to purchase single BC/BS coverage.

Continuation of coverage during the summer term, if not actively employed during that term, may be accomplished through direct payments to the Personnel Department.

3. Dental Insurance

The College will provide at no cost to full-time faculty a dental insurance plan with 85% co-pay for diagnostic and preventive services; 75% co-pay for restorative, endodontic, periodontic, and surgical services; and 50% co-pay for prosthodontic services. There will be no deductible and a maximum benefit of \$1,000 per person per year.

4. Vision Care Program

The College will provide full-time faculty members with a vision care program equivalent to the vision care program in effect at the start of Fall Term, 1990, No. 809-0014. The Board of Trustees reserves the right to name the provider through a competitive bid process. The schedule of benefits may be obtained through the Personnel Department.

5. Liability Insurance

The College shall name all active full-time and part-time faculty while acting within the scope of their college duties, as additional insureds within the college's general liability insurance policies. The limits of liability shall be in the following amounts:

BASIC POLICY

PER PERSON — \$100,000

PER OCCURRENCE — \$300,000

UMBRELLA POLICY — \$5,000,000

6. Long Term Disability Insurance

1990-91

The College shall maintain a long term disability policy for all eligible full-time faculty which provides 60% of the monthly salary (annual salary divided by 12 months) following 90 consecutive calendar days up to a \$2,800 monthly maximum, and providing that these benefits will be coordinated with payments from federal social security, Michigan Public School Employees Retirement Fund, and from worker's compensation benefits.

1991-92 and 1992-93

The College shall maintain a long term disability policy for all eligible full-time faculty which provides 66 2/3% of the monthly salary (annual salary divided by 12 months) following 90 consecutive calendar days up to a \$3,800 monthly maximum, and providing that these benefits will be coordinated with payments from federal social security, Michigan Public School Employees Retirement Fund and from worker's compensation benefits.

7. Tax Deferred Annuities

Faculty Contribution.

8. College Travel

The rate of reimbursement for travel authorized by an approved travel request will be as follows:

- a. by car, the effective rate established by the Internal Revenue Service, not to exceed coach air rates over the most direct route or,
- b. by commercial carrier, the actual cost.

9. Retirement

Faculty members will be retired at the conclusion of the contract year in which they attain the age of 70.

10. The College will provide its hospitalization, dental insurance, life insurance and long term disability coverage up to the beginning of the following academic year for employees who have completed a minimum of 37 weeks ending spring term or later, unless a terminating employee is provided coverage through his/her new employer.

E. Professional Publications and/or Organizations

Each full-time faculty member may draw up to \$50 per year for subscriptions to professional or technical publications related to the faculty member's area of preparation or for membership in professional organizations other than those engaged in collective bargaining.

F. Holidays

1. Full-time Faculty

- a. If any of the following four holidays, Thanksgiving, the day after Thanksgiving, Memorial Day and Independence Day falls during the full-time faculty member's term of assigned employment, it shall be a paid holiday and count as part of the week in which it occurs.
- b. The 37-week contract shall consist of 181 days. All holidays falling within the terms taught and as specified in item "a." above shall be paid holidays.
- c. The 45-week contract shall consist of 220 days, four of which shall be paid holidays—the four mentioned in item "a." above.
- d. Laboratory technicians who are employed on a fifty-two (52) week basis will be paid for the following holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Day
Labor Day	

2. Part-time Faculty, Part-time Laboratory Technicians and Part-time Librarians

If Memorial Day or Independence Day falls on a day which would have otherwise been an assigned work day (Monday through Friday) during the term in which a part-time faculty member, part-time laboratory technician or part-time librarian is employed, the part-time faculty member, part-time laboratory technician or part-time librarian shall be compensated at the same rate as though he/she had worked on the scheduled holiday.

ARTICLE VIII. GRIEVANCE PROCEDURE

(Full-time Faculty, Part-time Faculty, Part-time Laboratory Technicians and Part-time Librarians)

A. Definition

1. A grievance is defined as an alleged violation, misinterpretation or misapplication of a specific article or section of this Agreement and/or the Board's Personnel Policies.
2. An "aggrieved faculty member" is the faculty member (or members) who is directly affected and therefore will make the claim. The Association is the aggrieved when Association rights have been allegedly violated. Association grievances will commence in writing at Level Two.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both parties agree these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing contained herein will be construed as limiting the right of any faculty member having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without recourse to the formal grievance procedure and without intervention of the Association, provided the adjustment is consistent with the terms of this Agreement.

C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. If appropriate action is not taken by the faculty member or the Association representative (unless designated otherwise) within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. The time limits specified may, however, be extended by mutual agreement. The aggrieved party shall, at all levels of the procedure, have the right to Association counsel provided that two (2) days advance notice is given to the Personnel Office. No advance notice will be required for local Association representation. A supply of the grievance forms shall be on file with the Director of Personnel and the Association.

1. Level One (Grievance can be settled at Level One without setting a precedent in future cases.)
 - a. A faculty member may, within five (5) working days of the event giving rise to the grievance, orally discuss the matter with his/her appropriate department chairperson or immediate supervisor with

the objective of resolving the matter informally. If the aggrieved is not satisfied with the disposition from the oral discussion and he/she wishes to further pursue the matter, he/she shall file the grievance in writing. The written grievance must be submitted to his/her appropriate department chairperson or the immediate supervisor within fifteen (15) working days of the event giving rise to the grievance.

- b. Three (3) copies of this written grievance shall be prepared by the faculty member, and he/she shall send one (1) copy to each of the following: Michigan Association for Higher Education, appropriate department chairperson or immediate supervisor, and the Director of Personnel.
- c. Within three (3) working days of the filing date, the aggrieved employee or the Association representative will arrange to meet with his/her respective supervisor in an effort to resolve the issue. A written answer shall be given within three (3) working days after such meeting. Failure of the supervisor to respond in writing shall move the grievance to the next level of the grievance procedure. Copies of the answer shall be sent to the parties as in "b." above.

2. Level Two

- a. If the aggrieved is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered in the time allowed, a letter shall be transmitted within five (5) working days thereafter by the faculty member to the Director of Personnel, stating his/her desire to pursue the grievance to Level Two. At this level, the grievance or letter must be co-signed by the aggrieved and the Association.
- b. Within seven (7) working days of receipt of such grievance, the aggrieved employee or the Association representative will arrange to meet with the Director of Personnel or his/her designee to discuss the issues. The aggrieved may be present and shall be present at the request of either the Director of Personnel or the Association. A written answer shall be given within ten (10) working days from the date of the Level Two meeting.
- c. Matters involving Association grievances will be discussed with the appropriate administrative official within fifteen (15) working days from the event giving rise to the grievance with the objective of resolving the matter informally. If the matter is not resolved on an informal basis and the Association desires to further pursue the matter, it may then be reduced to the form of a written grievance. Written Association grievances commencing at this level shall be filed within fifteen (15) working days following the meeting with the appropriate administrative official. The time limits for the scheduled hearing and the written response will be the same as those specified for employee grievances. Copies of the answer shall be sent to the parties as in C.1.b. above.

3. Level Three

- a. If the aggrieved is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered in the time allowed, a letter shall be transmitted within five (5) working days thereafter by the faculty member to the President, stating his/her desire to pursue the grievance to Level Three. At this level, the grievance or letter must be co-signed by the aggrieved and the Association.
- b. Within seven (7) working days of receipt of such grievance, the aggrieved employee or the Association representative will arrange to meet with the President or his/her designee to discuss the issues. The aggrieved may be present and shall be present at the request of either the President or the Association. A written answer shall be given within twelve (12) working days from the date of the Level Three meeting. Copies of the answer shall be sent to the parties as in C.1.b. above.

4. Level Four

- a. If the decision of the President or his/her designee is not satisfactory to the aggrieved, the grievance may be submitted to arbitration by written notice given by the Association within thirty (30) working days after receipt of the President's decision. An arbitrator shall be selected in accordance with the procedures of the American Arbitration Association.
 - b. The power of the arbitrator shall be limited to the interpretation or application of this Agreement, and he/she shall have no power to alter, add to or subtract from the terms of this Agreement as written. The decision of the arbitrator shall be binding on all parties involved.
 - c. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association.
 - d. The parties shall be responsible for the payment of witnesses called to testify in their behalf.
5. No grievance shall be processed unless initiated and carried to the next step within the time provided herein or as extended by mutual agreement; said agreement shall be in writing with copies submitted to both parties.

D. Grievance Hearings

Grievance hearings will be scheduled so as not to conflict with the faculty member's regularly assigned classes. Any faculty member officially engaged in grievance hearings under the terms of this provision and during regular working hours shall not suffer loss of salary.

ARTICLE IX. EMPLOYMENT PRACTICES

A. Continuing Contracts

1. Each full-time faculty member shall be issued a continuing contract after three (3) years of satisfactory teaching at the College.
2. In the event a faculty member on a continuing contract is not to be offered a contract for the following year, he/she will be notified in writing by December 31. He/she will then have recourse to the Grievance Procedure starting at Level Two.

B. Terminal Contracts

1. The purpose of a terminal contract is to fill positions which are known to be temporary at the time of employment or are funded by an external source in the form of limited or conditional grants. The Association will be informed when a terminal contract is offered and the reason therefor.
2. A terminal contract shall be issued for a period of time not to exceed one year. A terminal contract may be renewed if the original conditions for the contract still prevail.
3. In the event a terminal contract is not renewed but the faculty member is rehired, he/she shall continue as a probationary faculty member for the normal probationary period less the time spent on the terminal contract.

C. Probationary Contracts

New full-time faculty members who are not issued a terminal contract will be issued a probationary contract for each year during their three year probationary period. In the event a faculty member on a probationary contract is not offered a probationary contract for his/her second or third year, he/she will be notified in writing by April 15. In the event a faculty member on a probationary contract is not to be offered a continuing contract after his/her third year, he/she will be notified in writing by the end of his/her ninth regular academic term (excluding summer terms). Thereafter, the faculty member will be offered a terminal contract for at least two, but not exceeding three, regular academic terms (summer terms excluded). This terminal contract will not be renewed. In either case, the faculty member affected will have recourse to the Grievance Procedure, starting at Level Two but excluding binding arbitration.

D. Dates of Issue and Return of Contracts

1. Individual contracts for full-time faculty members shall be issued within ten (10) working days following ratification and approval of this Master Agreement.
2. Said individual contracts are to be signed and returned to the Personnel Office no later than three (3) weeks after receipt of the individual's contract, following ratification and approval of the Master Agreement.

E. Employment Termination Notification Procedure

A faculty member must notify the Board no later than April 15, of his/her intention to terminate employment.

F. Part-time Faculty—Employment Practices and Procedures

1. During each term, the College will strive to inform currently employed part-time faculty members, who so request, as to their subsequent term employment prospects as early as is practicable.
2. This procedure will not prejudice the department chairperson's or immediate supervisor's prerogative to recruit new part-time faculty members.
3. Part-time faculty lists.

Refer to Article V, Section I-2.

4. After twelve (12) terms of satisfactory teaching at the College, each academic year thereafter a part-time faculty member shall be offered an associate continuing contract for the next academic year, unless given notice as stated below. Issuance and fulfillment of such an associate contract shall be contingent on course offerings, full-time faculty scheduling needs, and student enrollment, and shall be only for those courses which the faculty member taught at the College during the previous academic year, provided that this shall not prevent the department chairperson or the immediate supervisor from offering associate faculty members courses which they have not previously taught. Except as provided herein, the department chairperson or the immediate supervisor shall continue to have the prerogative of recruiting new part-time faculty members. In the event such an associate faculty member is not to be issued a contract for the following academic year, he/she will be notified in writing by the end of the eighth (8th) week of the spring term. In determining whether an associate faculty member has taught twelve (12) terms, only those terms taught commencing with the Fall Term 1973 shall be considered. Any grievance regarding this section may be commenced at Level Two of the grievance procedure.

ARTICLE X. ASSOCIATION MEMBERSHIP

A. Agency Shop—Full-time Faculty

Any full-time member of the bargaining unit who is not a member of the Association in good standing, or who does not make application for membership within thirty (30) days from the date he/she commences employment shall, as a condition of employment, join the Association and pay the dues uniformly required of its members or pay a service fee to the Association that is at most equal to the dues. In the event that a faculty member shall not pay such service fee directly to the Association, or

authorize payment through payroll deductions as provided in Article XI, paragraph A, the Board may cause the termination of employment of such faculty member. The parties expressly recognize that the failure of any faculty member to comply with the provisions of this article is just and reasonable cause for discharge from employment, and that said service fee is herewith deemed to be the sum required to insure that non-members pay their fair share of the financial support of the Association and the costs of providing services.

B. Modified Agency Shop—Part-time Faculty

Any associate continuing contract part-time faculty member, part-time librarian, or part-time laboratory technician, who has completed twelve (12) terms of employment and had not completed twelve (12) terms of employment as of September 13, 1990, and who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of completing the twelfth term of employment, shall, as a condition of employment, join the Association and pay the dues uniformly required or pay a service fee to the Association that is at most equal to the dues. The said service fee is herewith deemed to be the sum required to insure that non-members of the Association pay their fair share of the financial support of the Association and the costs of providing services. The Association shall notify all potential members of the requirements of this paragraph B prior to implementing the provisions of Article XI, paragraph B. The provisions contained within this paragraph B shall not apply to full-time administrators or full-time support staff who may otherwise be eligible for inclusion in the bargaining unit.

C. Maintenance of Membership—Part-time Faculty

Any part-time faculty member who voluntarily joins the Association, shall, as a condition of employment, continue and remain as a member of the Association in good standing for the duration of this Agreement. Good standing shall be defined to mean the obligation to tender all periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Association. In the event that such a part-time faculty member, part-time laboratory technician or part-time librarian shall not pay such amount directly to the Association, or authorize payment through payroll deductions as provided in Article XI, paragraph A, the Board may cause the termination of employment of such part-time faculty member, part-time laboratory technician or part-time librarian. The parties expressly recognize that the failure of any such employee to comply with the provisions of this article is just and reasonable cause for discharge from employment.

ARTICLE XI. ASSOCIATION CHECK-OFF

A. Voluntary Check-Off

Any member of the bargaining unit may sign and deliver to the Board a written assignment authorizing deduction of Association dues or service

fees to the Association in the amount established by the Association as permitted by state and federal law. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year.

B. Involuntary Check-Off

In the event a faculty member or employee referred to in Article X, paragraph B does not pay the required Association dues or service fees directly to the Association or through payroll deduction as in paragraph A of this article, the Association President may authorize such payroll deduction for said faculty member or employee. The Association shall save the College harmless from any and all damages, including attorney fees, it may suffer as a result of any action the Association or an employee takes under this paragraph B. The parties agree that the Association has the right to provide and oversee the legal defense and strategy for such matters and that the College will cooperate with the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available.

C. Payroll Deductions

1. Full-time Faculty

Pursuant to proper authorization from the faculty member, the Board shall deduct one-tenth (1/10) or other designated portions of such dues or fees at regular intervals, as agreed upon by the parties hereto.

2. Part-time Faculty

The Association shall provide the College with a list containing names, deductions, and effective dates for such deductions.

ARTICLE XII. AGREEMENT EFFECTUATION

Full-time Faculty, Part-time Faculty, Part-time Laboratory Technicians and Part-time Librarians

- A.** This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any constitutional or by-law provisions of the Association heretofore in effect. All faculty contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- B.** Copies of this Agreement shall be provided by the Board to all faculty. One hundred extra copies shall be provided to the Association.
- C.** If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or applicaiton shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XIII. AGREEMENT INTERPRETATION

Full-time Faculty, Part-time Faculty, Part-time Laboratory Technicians and Part-time Librarians

To facilitate the interpretation and administration of this Agreement, where interpretation of provisions contained in this contract appear unworkable by either party to the contract, or in need of interpretation by either party to the contract, or where administrative procedures are required to implement the provisions, the representative of the President of the Association and the Director of Personnel shall meet on the initiation of either party to determine provision interpretation and/or remedial procedures required. Such determinations, if mutually agreed upon, shall be submitted in writing to the Association Senate by the President of the Association and submitted in writing to the L.C.C. Board of Trustees or its duly authorized agent by the Director of Personnel for their approval and confirmation. Upon approval and confirmation by both constituent agencies, the determined interpretation and/or procedure shall be considered a part of the Agreement.

ARTICLE XIV. PROFESSIONAL COMPENSATION

The percentage rate of salary increase for all faculty for each academic year of this Agreement shall be determined in the following way:

A. 1990-91

The 1990-91 salary increase shall be 8.04% (consistent with the resource model utilized for the 1989-90 salary adjustment).

B. 1991-92

The percent increase (to be calculated as soon as practicable using the 1991-92 state appropriation signed by the Governor) in the College's projected sum of resources for the 1991-92 fiscal year over the actual sum of resources for the 1990-91 fiscal year, less 0.06% (for full-time faculty only for the cost of improved long term disability insurance) and further adjusted as follows:

1. The following percentage difference (possibly a negative number) will be added to the above percentage: the percent increase of the College's 1990-91 actual sum of resources over the 1989-90 actual sum of resources minus 8.04% (the percent increase of the College's 1990-91 projected sum of resources over the 1989-90 actual sum of resources).
2. If the percentage sum in paragraph B.1. above is less than 3.5%, it will be changed to 3.5%; if it is more than 7.5%, it will be changed to 7.5%.

C. 1992-93

The percent increase (to be calculated as soon as practicable using the 1991-92 state appropriation signed by the Governor) in the College's projected sum of resources for the 1992-93 fiscal year over the actual sum of resources for the 1991-92 fiscal year, further adjusted as follows:

1. The following percentage difference (possibly a negative number) will be added to the above percentage: the percent increase of the College's 1991-92 actual sum of resources over the 1990-91 actual sum of resources minus the percent increase of the College's 1991-92 projected sum of resources over the 1990-91 actual sum of resources.
2. If the percentage sum in paragraph C.1. above is less than 3.5%, it will be changed to 3.5%; if it is more than 7.5%, it will be changed to 7.5%.

See Appendix L for the definitions of the College's resources.

NOTE: All annual salaries (commonly referred to as a 45-week contract) will be based on 220 days. The 37-week contract option will constitute 181 work days. This and all other contract options will be prorated using the actual daily rate (annual salary divided by 220 days equals the daily rate).

D. Degree Recognition—Full-time Faculty Members

Full-time faculty who obtain a related academic degree after January 1, 1991 and subject to the approval of the immediate supervisor/chairperson, the divisional dean and the Director of Personnel, will have their annual salaries adjusted following the submission of an official transcript from a regionally accredited institution. Annual salaries will be adjusted in accordance with the following schedule:

<u>Degree Attained</u>	<u>Annual Salary Adjustment</u>
Bachelor's degree or equivalent (including a second Bachelor's, BFA, BSN, B+CPA, B+30 hrs)	Increase of \$200 per year
Master's degree or equivalent (including a second Master's, MSN MBA, MFA, MA+CPA, M+30 hrs, MSW)	Increase of \$300 per year
Doctorate degree or equivalent (including a second Doctorate, JD, DA, EdD, EdS)	Increase of \$400 per year

E. Degree Recognition—Part-time Faculty Members, Librarians and Laboratory Technicians

Effective January 1, 1991 and subject to the approval of the immediate supervisor/chairperson, the divisional dean and the Director of Personnel, hourly rates of pay for part-time faculty members, part-time librarians, and part-time laboratory technicians will be adjusted following the attainment and submission of an official transcript demonstrating a related academic degree obtained after January 1, 1991 from a regionally accredited institution. Hourly rates of pay will be adjusted in accordance with the following schedule and will be effective at the beginning of the term following the date of approval.

<u>Degree Attained</u>	<u>P.T. Faculty Adjust- ment in Hourly Rate</u>	<u>P.T. Librarian and P.T. Lab. Tech. Adj. in Hourly Rate</u>
Bachelor's degree or equivalent (including a second Bachelor's)	Increase of \$.50/hour	Increase of \$.25/hour
Master's degree or equivalent (including a second Master's)	Increase of \$.75/hour	Increase of \$.35/hour
Doctorate degree or equivalent (including a second Doctorate)	Increase of \$1.00/hour	Increase of \$.50/hour

ARTICLE XV. DECLARATION OF GOOD FAITH—

Full-time Faculty, Part-time Faculty, Part-time Laboratory Technicians and Part-time Librarians

The parties acknowledge that, during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement.

- A. 1. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. During the term of this Agreement neither the Association nor any persons acting in its behalf will cause, authorize or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of a teacher from his/her position, or stoppage of work, or abstinence, in whole or in part, from the full, faithful and proper performance of the teacher's duties of employment) for any purpose whatsoever.
2. The Association agrees that it will neither take nor threaten to take any reprisals, directly or indirectly, against any supervisory or executive officials because of any decisions, actions or statements made either personally or in the course of their official duty relative to collective bargaining, the administration of this Agreement or the educational policies of the College. The Association further agrees that it will neither take nor threaten to take any reprisals against the Board, or any member thereof, by reason of any decisions, actions or statements made by them either personally or in the course of their official duty relative to collective bargaining, in the administration of the Agreement or the educational policies of the College.

- B. 1. The Association will not support the action of any faculty taken in violation of this article.
2. Violation of this article by any faculty or group of faculty will constitute just cause for discharge and/or the imposition of discipline or penalties.
3. The College will have the right, in addition to the foregoing and any other remedies available at law, to seek injunctive relief and damages against the Association in the event of violation of this article.

ARTICLE XVI. PROMOTION

Faculty members with a current satisfactory performance rating, that is: "a rating achieved during the academic year preceding the year in which the recommendation for promotion will be made" will be eligible and may apply for promotion after four (4) or more years at their present rank.

Applications will be reviewed by a divisional committee composed of an equal number of faculty and administrative members. Faculty representatives on the promotion committee will be selected by divisional faculty members. The majority of faculty members serving on the committee will be selected from those who have already attained the academic rank of professor.

The divisional committee will establish and publish appropriate criteria upon which to base their recommendations for academic rank promotion. The committees will also consider documentation submitted by the faculty under Article V.F.1.a.(1-6).

Recommendations for promotion will be forwarded to the divisional dean for his/her recommendation to the President. Recommendations receiving the President's endorsement shall be forwarded to the Board of Trustees for action.

ARTICLE XVII. DURATION OF AGREEMENT

Full-time Faculty Part-time Faculty, Part-time Laboratory Technicians and Part-time Librarians

This Agreement shall be effective as of November 2, 1990 and shall continue in effect until midnight, September 15, 1993. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

BOARD OF TRUSTEES

By: s/Judith A. Hollister
Chairperson
By: s/Erik O. Furseth
Secretary

ASSOCIATION

By: s/Raymond Risky
President
By: s/Deanna Hanieski
Co-Chair Negotiating Team
By: s/M. James Stewart
Co-Chair Negotiating Team

APPENDIX A

1990-91 ACADEMIC CALENDAR

FALL TERM, 1990

Registration/Preparation Days	(5)	September 13, 14, 17, 18, 19
Classes Begin		September 20
Thanksgiving Recess	(2)	November 22, 23
Last Class Day	<u>(55)</u>	December 9
	(62)	

WINTER TERM, 1991

Registration/Preparation/ Records Days	(3)	January 2, 3, 4
Classes Begin		January 6
Last Class Day	<u>(55)</u>	March 23
	(58)	

SPRING TERM, 1991

Registration/Preparation/ Records Days	(2)	March 28, 29
Classes Begin		March 31
Memorial Day	(1)	May 27
Graduation Day*	(1)	June 9
Last Class Day	<u>(54)</u>	June 15
	(58)	

SUMMER TERM, 1991

Registration/Preparation/ Records Days	(2)	June 20, 21
Classes Begin		June 23
Independence Day	(1)	July 4
Last Class Day	<u>(39)</u>	August 17
	(42)	

* Attendance required one (1) day during life of contract.

Reference Article VI.K.2.

Professional Development: 16 hours [equivalent of two (2) days]

APPENDIX B

1991-92 ACADEMIC CALENDAR

FALL TERM, 1991

Registration/Preparation Days	(5)	September 12, 13, 16, 17, 18
Classes Begin		September 19
Thanksgiving Recess	(2)	November 28, 29
Last Class Day	<u>(55)</u>	December 8
	(62)	

WINTER TERM, 1992

Registration/Preparation/ Records Days	(2)	January 2, 3
Classes Begin		January 5
Last Class Day	<u>(55)</u>	March 21
	(57)	

SPRING TERM, 1992

Registration/Preparation/ Records Days	(2)	March 26, 27
Classes Begin		March 29
Memorial Day	(1)	May 25
Graduation Day*	(1)	June 7
Last Class Day	<u>(54)</u>	June 13
	(58)	

SUMMER TERM, 1992

Registration/Preparation/ Records Days	(3)	June 17, 18, 19
Classes Begin		June 21
Independence Day	(1)	July 3
Last Class Day	<u>(39)</u>	August 15
	(43)	

* Attendance required one (1) day during life of contract.
Reference Article VI.K.2.

Professional Development: 16 hours [equivalent of two (2) days]

APPENDIX C

1992-93 ACADEMIC CALENDAR

FALL TERM, 1992

Registration/Preparation Days	(5)	September 17, 18, 21, 22, 23
Classes Begin		September 24
Thanksgiving Recess	(2)	November 26, 27
Last Class Day	<u>(55)</u>	December 13
	(62)	

WINTER TERM, 1993

Registration/Preparation/ Records Days	(3)	January 4, 5, 6
Classes Begin		January 7
Last Class Day	<u>(55)</u>	March 24
	(58)	

SPRING TERM, 1993

Registration/Preparation/ Records Days	(2)	April 1, 2
Classes Begin		April 4
Memorial Day	(1)	May 31
Graduation Day*	(1)	June 6
Last Class Day	<u>(54)</u>	June 19
	(58)	

SUMMER TERM, 1993

Registration/Preparation/ Records Days	(2)	June 24, 25
Classes Begin		June 27
Independence Day	(1)	July 5
Last Class Day	<u>(39)</u>	August 21
	(42)	

* Attendance required one (1) day during life of contract.
Reference Article VI.K.2.
Professional Development: 16 hours [equivalent of two (2) days]

APPENDIX D

1993-94 ACADEMIC CALENDAR

FALL TERM, 1993

Registration/Preparation Days	(5)	September 16, 17, 20, 21, 22
Classes Begin		September 23
Thanksgiving Recess	(2)	November 25, 26
Last Class Day	<u>(55)</u>	December 12
	(62)	

WINTER TERM, 1994

Registration/Preparation/ Records Days	(3)	January 3, 4, 5
Classes Begin		January 6
Last Class Day	<u>(55)</u>	March 23
	(58)	

SPRING TERM, 1994

Registration/Preparation/ Records Days	(2)	March 31, April 1
Classes Begin		April 3
Memorial Day	(1)	May 30
Graduation Day*	(1)	June 5
Last Class Day	<u>(54)</u>	June 18
	(58)	

SUMMER TERM, 1994

Registration/Preparation/ Records Days	(2)	June 23, 24
Classes Begin		June 26
Independence Day	(1)	July 4
Last Class Day	<u>(39)</u>	August 20
	(42)	

* Attendance required one (1) day during life of contract.
Reference Article VI.K.2.

Professional Development: 16 hours [equivalent of two (2) days]

APPENDIX E
LANSING COMMUNITY COLLEGE
FACULTY TERMINAL CONTRACT

This Contract is made between the Board of Trustees of LANSING COMMUNITY COLLEGE (hereinafter called the Board), and _____

_____,
(hereinafter called the Faculty Member).

The Faculty Member hereby contracts with the Board and the Board hereby agrees to hire the Faculty Member to teach in the Lansing Community College for _____ weeks commencing _____. Such appointment shall continue in full force and effect, for the above stated period only, as provided in and subject to the current Master Agreement between the Board and the Faculty Association.

The Faculty Member shall perform the duties of his/her position in accordance with the existing policies, rules and regulations of the Board of Trustees of the Lansing Community College; and such policies, rules and regulations as are hereafter adopted by the Board of Trustees of Lansing Community College during the period of this contract.

For and in consideration of such services for the period set forth above, the Board will pay to the Faculty Member the sum of \$_____.

Lansing Community College

By _____
Chairperson, Board of Trustees

Faculty Member

Date

This document must be dated, signed and filed at the Personnel Office of Lansing Community College within three weeks from the date hereof or this proposal is void. The duplicate copy of this document may be retained by you if you intend to accept this position. Otherwise, please return both unsigned copies immediately to the Personnel Office, Lansing Community College.

APPENDIX F
LANSING COMMUNITY COLLEGE
FACULTY PROBATIONARY CONTRACT

This Contract is made between the Board of Trustees of LANSING COMMUNITY COLLEGE (hereinafter called the Board), and _____,
_____,
(hereinafter called the Faculty Member).

The Faculty Member hereby contracts with the Board and the Board hereby agrees to hire the Faculty Member to teach in the Lansing Community College for _____ weeks during the school year commencing September _____. Such appointment shall continue in full force and effect, for the above stated school year only, as provided in and subject to the current Master Agreement between the Board and the Faculty Association.

The Faculty Member shall perform the duties of his/her position in accordance with the existing policies, rules and regulations of the Board of Trustees of the Lansing Community College; and such policies, rules and regulations as are hereafter adopted by the Board of Trustees of Lansing Community College during the period of this contract.

For and in consideration of such services for the school year set forth above, the Board will pay to the Faculty Member the sum of \$_____.

Lansing Community College

By _____
Chairperson, Board of Trustees

Faculty Member

Date

This document must be dated, signed and filed at the Personnel Office of Lansing Community College within three weeks from the date hereof or this proposal is void. The duplicate copy of this document may be retained by you if you intend to accept this position. Otherwise, please return both unsigned copies immediately to the Personnel Office, Lansing Community College.

APPENDIX G
LANSING COMMUNITY COLLEGE
FACULTY CONTINUING CONTRACT

This Contract is made between the Board of Trustees of LANSING COMMUNITY COLLEGE (hereinafter called the Board), and _____
_____,
(hereinafter called the Faculty Member).

The Faculty Member, having been employed by the Board for three (3) or more consecutive years, hereby contracts with the Board and the Board hereby agrees to hire the Faculty Member to teach in the Lansing Community College for _____ weeks during the school year commencing September _____. Such appointment shall continue in full force and effect until modified by agreement of the parties or terminated as provided in the Master Agreement between the Board and the Faculty Association. This contract is subject to the terms of said Master Agreement.

The Faculty Member shall perform the duties of his/her position in accordance with the existing policies, rules and regulations of the Board of Trustees of the Lansing Community College; and such policies, rules and regulations as are hereafter adopted by the Board of Trustees of Lansing Community College during the period of this contract.

For and in consideration of such services for the school year set forth above, the Board will pay to the Faculty Member the sum of \$_____.

Lansing Community College

By _____
Chairperson, Board of Trustees

Faculty Member

Date

This document must be dated, signed and filed at the Personnel Office of Lansing Community College within three weeks from the date hereof or this proposal is void. The duplicate copy of this document may be retained by you if you intend to accept this position. Otherwise, please return both unsigned copies immediately to the Personnel Office, Lansing Community College.

APPENDIX H

The Lansing Community College Chapter of the Michigan Association for Higher Education hereby subscribes to the Lansing Community College Board of Trustees Personnel Policy No. 7130 (a) and (b) which reads as follows:

“Equal Employment Opportunity and Affirmative Action”

Lansing Community College is committed to the principles of equal employment opportunity, non-discrimination and affirmative action as contained in applicable state and federal laws and regulations. This policy is intended to correct the effects of past societal discrimination. It is imperative that the College receive the cooperation of every member of the faculty, administration, and staff to carry out the spirit and the letter of these laws and regulations.

Lansing Community College reaffirms its policy of non-discrimination and equal employment opportunity, regardless of religion, race, color, national origin, age, sex, height, weight, marital status, handicap, or any other category protected by law. This policy applies to all segments of the College. The College's commitment is not limited to the offering of equal employment opportunities; it includes affirmative action which leads to the hiring and promotion of qualified women, minority group members and handicappers.

The following are the specific goals within the statement:

1. Faculty and staff will be selected, promoted, and transferred on the basis of their qualifications and ability to perform, without regard to religion, race, color, national origin, age, sex, height, weight, marital status, handicap, or any other category protected by law.
2. All other personnel actions, including but not limited to compensation, employee benefits, terms and conditions of employment, staff reduction, promotion, social and recreational programs, will be administered without regard to religion, race, color, national origin, age, sex, height, weight, marital status, handicap, or any other category protected by law.
3. It is the responsibility of all college personnel who participate in the employment process, to take affirmative action steps in accordance with the College's Affirmative Action Plan in addressing any under-utilization of women, minorities and handicappers in order to achieve a balanced workforce.

While it is the obligation of members of the college staff to assist in achieving the goals of this statement, the overall responsibility for the implementation of equal employment opportunity non-discrimination and affirmative action rests with the College President.

APPENDIX I

PART-TIME FACULTY STARTING HOURLY WAGE RATES

Educational Credits
(Regionally Accredited
Institutions Only)

Teaching Experience Credits

First 4 yrs. = full credit ea. yr.
Next 4 yrs. = 1/2 credit ea. yr.
Remaining yrs. = 1/4 credit ea. yr.

High School Diploma or equiv.	1
Journeyworker's Card, AA	2
BA/BS	4
BFA, BSN, B+CPA, B+30 hrs.	5
MA, MS, MBA	6
MFA, MA+CPA, M+30 hrs.	
MSW, 2 Masters, MSN	7
JD, EDS	8
PhD, DA, EdD	9

Work Experience Credits

First 4 yrs. = full credit ea. yr.
Next 4 yrs. = 1/2 credit ea. yr.
Remaining yrs. = 1/4 credit ea. yr.

<u>Total Credits</u>	<u>1990-91 & 1991-92</u>
0- 2	\$19.30 - 22.30
3- 4	19.95 - 23.10
5- 6	20.75 - 23.95
7- 8	21.70 - 24.70
9-10	22.30 - 25.50
11-12	23.20 - 26.25
13-14	23.95 - 27.10
15-16	24.75 - 27.90
17-18	25.50 - 28.60
19-20	26.25 - 29.40
21+	27.10 - 30.30

1992-93

Part-time faculty hourly wage rates for the academic year 1992-93 will be adjusted to reflect a new rate equal to 70% of the negotiated rate adjustment for full-time faculty members in accordance with the Resource Model for the appropriate years as contained in the provisions of Article XIV-Professional Compensation.

NOTE: Part-time faculty members who are new hires for Fall Term, 1990 will have their beginning hourly rate adjusted by 5.63% retroactive to September 12, 1990. All other new hires will be subject to the above salary schedule.

Example: A part-time faculty member to be hired for Fall Term, 1990 with a Master's Degree and 14 years of related work experience (6 years of teaching and 8 years of other related work experience):

- | | | |
|---|-----------------|------------------|
| 1. M.A. = | | 6 credits |
| 2. 6 years teaching experience | | |
| First 4 yrs. (4x1)= | 4 credits | |
| Second 2 yrs. (2x1/2)= | 1 credit | |
| Remaining yrs. (0x1/4)= | <u>0 credit</u> | |
| | | 5 credits |
| 3. 8 years related experience | | |
| First 4 yrs. (4x1)= | 4 credits | |
| Second 4 yrs. (4x1/2)= | 2 credits | |
| Remaining 0 yr. (0x1/4)= | <u>0 credit</u> | |
| | | <u>6 credits</u> |
| 4. Total | | 17 credits |
| 5. 17 credits, according to the credit scale, will allow for a starting hourly range from \$25.50 to \$28.60, to be determined at the chairperson's or the immediate supervisor's discretion. | | |

APPENDIX J

FACULTY CREDENTIAL GUIDELINES

1. Nine continuous months of previous teaching experience will be equated as one full year of credit. Any teaching experience of less than nine months will be equated using nine months as a full year. Once a full year of teaching experience has been credited, no additional credit will be allowed for the remaining three months, regardless of the nature of the experience.
2. All other related work experience other than teaching will be equated on the basis of 12 months' work for 12 months' credit.
3. Concurrent credit will not be allowed to the point where 12 months of related or teaching experience may equal more than 1 year of credit.
4. Courses beyond a Bachelor's degree and/or job-related course work must be from a regionally accredited institution before credit will be granted.
5. Work experience which is only indirectly related to the faculty member's discipline will not be prorated for partial credit. Related work experience credit will be granted only for that total experience that is directly related to the faculty member's discipline.
6. Part-time teaching experience at LCC will be credited based on that portion of a full-time faculty member's workload within a particular department.

EXAMPLE: If a full-time faculty load within a department equals 16 credit hours, then for three terms the total load would equal 48 hours. If a part-time faculty member within that same department teaches only 8 hours for one term, then the amount of credit granted would be $8/48$ or $1/6$ of a year.

7. Updated transcripts and resumes will be on file within the respective departments.
8. Only academic degrees earned as of the hiring date of a part-time new hire will receive credit.
9. For a part-time new hire to receive credit for a course beyond a Bachelor's degree, the course must be a graduate level course related to the discipline being taught.
10. Only those credit hours of graduate and/or job-related course work beyond the Bachelor's degree which are directly related to the faculty member's discipline will be allowed for credit.
11. A part-time new hire is defined as any part-time faculty member not previously employed as a faculty member at Lansing Community College for one or more terms during the previous two years.

12. The attached wage schedules should be made available to all potential new part-time faculty members at Lansing Community College.
13. Although all forms of educational degrees are not specifically mentioned on the part-time educational credit schedule, the appropriate supervisor may take into consideration degrees other than those mentioned with corresponding placement on the appropriate credit scale.
14. Following the review of the departmental part-time rates, the department chairperson or the immediate supervisor should consider placing a part-time new hire with maximum credits on a particular range closer to the maximum salary rate for that range, i.e., a person with 18 credits in 1990 could be closer to the maximum salary for that range, in this case \$28.60, if this is consistent with departmental equity.

APPENDIX K

STARTING HOURLY WAGE RATES PART-TIME LIBRARIANS PART-TIME LAB TECHNICIANS

	<u>1990-91 & 1991-92</u>			<u>1992-93</u>		
	<u>Low</u>	<u>Mid</u>	<u>High</u>	<u>Low</u>	<u>Mid</u>	<u>High</u>
Less Than						
Assoc. Degree	\$8.30	\$8.60	\$8.90	Part-time librarian and part-time lab technician hourly wage rates for the academic year 1992-93 will be adjusted to reflect a new rate equal to 70% of the negotiated rate adjustment for full-time faculty members in accordance with the Resource Model for the appropriate years as contained in the provisions of Article XIV-Professional Compensation.		
Assoc. Degree	8.90	9.45	9.70			
Bach. Degree	9.70	10.00	10.55			
Mstrs. Degree	10.55	10.90	11.20			

NOTE: New part-time librarians and new part-time laboratory technicians who are hired for the Fall Term, 1990 will have their rates adjusted by 5.63%, retroactive to September 12, 1990. All other new hires will be subject to the above salary schedule.

APPENDIX L

RESOURCES

The College resources referred to in this Agreement for a given year consist of the four items, which are measured by comparative changes in income-related factors for two years, as follows:

Property Taxes are measured by the current fiscal year and the previous fiscal year. Property taxes shall be determined by multiplying the tax base by three mills, or portion thereof authorized by the State Constitution, as amended. The tax base shall be the state equalized valuation for the current year reported by the Ingham County Equalization Department on current form number L-4081C.

In the event of an approval of a redistricting plan (changing the College's taxing district or the tax rate) the tax base and/or millage rate for the previous year shall be consistent with the newly established tax base and/or millage rate for the current year.

Tuition is measured by the previous two fiscal years. Tuition consists of revenues determined by multiplying the calculated tuition factor by the total number of credit hours from the post-spring period through the following spring term of each year. The tuition factor shall be calculated as follows for each year of this Agreement utilizing the State of Michigan's data base:

The preceding year's tuition factor plus the simple mean percent change in the resident in-district semester equivalent tuition rates of the other Michigan public community colleges from information available from the State of Michigan on or about the first week of June.

State Support is measured by the current fiscal year and the previous fiscal year. State support includes the state funds appropriated for unrestricted purposes, calculated on a fiscal year basis in accordance with the *Manual For Uniform Financial Reporting for Michigan Community Colleges*. (Thus, the state support for a given year consists of one-fourth of the previous year's appropriation plus three-fourths of the current year's appropriation.) State support shall not be less than 2%, nor more than 9% of the state support for the previous fiscal year.

Interest Income is measured by the previous two fiscal years. Interest income includes interest income earned on the investment of unrestricted general funds less expense incurred.

Expenses incurred are limited to charges billed to the College by the townships as a result of the levying of summer property taxes in the township portions of the College district. This summer levy provides funds at an earlier date for investment purposes, thereby resulting in additional interest income which will be offset, in part, by charges billed to the College by the townships.

A copy of the details of implementing the Resource Model is available in the College's Personnel Department and MAHE Office.

APPENDIX M

- ARTICLE XVI. Part-time Faculty**
- ARTICLE XVII. Part-time Laboratory Technicians and
Part-time Librarians**
- ARTICLE XVIII. Full-time Laboratory Technicians and the
Laboratory Supervisors**

On September 9, 1981, a tentative agreement was reached between the Lansing Community College Board of Trustees and the local chapter of the Michigan Association of Higher Education to incorporate the contractual provisions contained in the above mentioned articles into the appropriate articles, sections or sub-sections of the main portion of the Agreement, providing such incorporation has no effect on the conditions of employment for these bargaining unit personnel other than those conditions which have been negotiated and tentatively agreed upon during the negotiation process for the new 1981 Agreement.

APPENDIX N

LANSING COMMUNITY COLLEGE PERSONNEL DEPARTMENT MEMORANDUM

TO: See Distribution
FROM: Ronald E. Dove
SUBJECT: PAYMENT IN LIEU OF HOSPITALIZATION
DATE: December 7, 1990

Effective January 1, 1991, all full-time College employees within the groups mentioned below will be eligible to receive an \$80 monthly payment in lieu of receiving College sponsored hospitalization insurance. Acceptance of this concept will provide additional income for those employees who elect to opt out of hospitalization insurance coverage and also assist the College in containing the increasing costs of medical insurance.

All employees electing this option will receive an \$80 monthly payment regardless of the nature of their current coverage (i.e. single person, two persons or full family). The \$80 will be received monthly as a lump sum payment (not to be added to an employee's base salary) and will be subject to deductions for social security and income taxes.

Eligible employees may opt for this plan at any time during the year. Once elected, employees will only be permitted to opt back into the College sponsored hospitalization plan during the open enrollment period and in the event of changes in family status or other special circumstances.

Employees interested in participating in this concept should notify the Personnel Department prior to December 14, 1990 to complete the necessary paperwork. If you have questions, please call 1875.

Distribution: All Full-time Faculty Members
All Full-time Non-bargaining CTP Personnel
All Full-time Non-bargaining Admin. Personnel
All Full-time Members of the Hotel Employees &
Restaurant Employees, Local Union
All Full-time Members of the Amer. Fed. of State, County,
and Municipal Employees

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