

**MASTER AGREEMENT  
 BETWEEN  
 MID MICHIGAN COMMUNITY COLLEGE  
 FACULTY SENATE, INC., MEA/NEA  
 AND  
 BOARD OF TRUSTEES**

**Mid Michigan  
 Community College  
 Harrison, MI 48625-9447**

*Mid Michigan Community College*

**SCHOOL YEARS  
 1991-92; 1992-93  
 1993-94; 1994-95; 1995-96**

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**AGREEMENT  
BETWEEN**

**Board of Trustees of Mid Michigan Community College  
operating under provision of Michigan PA 331 of 1966 as amended**

**and**

**Mid Michigan Faculty Senate, Inc., MEA/NEA  
at Mid Michigan Community College**

**THIS AGREEMENT** entered into this \_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_, by and between the Board of Trustees of Mid Michigan Community  
College, hereinafter called the **BOARD**, and the Mid Michigan Faculty  
Senate, Inc., MEA/NEA, hereinafter called the **FACULTY SENATE**.

**WITNESSETH:**

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

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

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

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

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

## ARTICLE I

### Recognition

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

## ARTICLE II

### Rights of the Board

- A. Nothing in this Agreement shall be deemed to limit or restrict the Board in any way in the exercise of the function of management providing this action is not inconsistent with the terms of this Agreement.
- B. The Board shall review and analyze continually the needs of the College so that all programs and expenditures will relate to educational excellence, student needs, community service and quality faculty.
- C. The Board of Trustees, in its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all rights, power, authorities, duties, and responsibilities conferred upon and vested in it by the statutes and the Constitution of the United States.
- D. The exercise of these rights, powers, authorities, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be consistent with such statutory and constitutional provisions and shall be consistent with the terms of this Agreement, where applicable.
- E. The rights and responsibilities of the Board shall include but not be limited to the following:
  - 1. Direct employees;
  - 2. To hire, pay, promote, demote, dismiss, assign and retain employees;

3. Relieve employees from duties because of a lack of work or funds or under conditions where continuation of such work be inefficient and nonproductive;
4. Maintain efficiency of college operations;
5. Determine methods by which college operations are to be conducted;
6. All individual courses and programs are subject to Board approval;
7. Take actions, within the parameters of the Agreement, which may be necessary to carry out the missions of the college in situations of emergency.



### ARTICLE III

#### Faculty Senate and Instructors' Rights

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every full-time professional instructional person shall have the right freely to organize, join, and support the Faculty Senate for the purpose of engaging in collective bargaining or negotiations and other lawful concerted activities for mutual aid and protection. As the duly elected body exercising governmental power under color of the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any instructor in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States, that it will not be discriminatory toward or against any instructor with respect to hours, wages, or any term or conditions of employment by reason of his/her membership in the Faculty Senate, his/her participation in any activities of the Faculty Senate or collective professional instructional negotiations with the Board, or by his/her institution of any grievance, complaint or proceeding under this Agreement.
- B. Nothing contained herein shall be construed to deny or restrict to any instructor rights he/she may have under Michigan laws or other applicable regulations. The rights granted to instructors hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The Faculty Senate and its representatives shall have the right to use the College facilities for meetings. No charge shall be made for the Faculty Senate's use of College rooms at all reasonable hours as determined by the Board.
- D. Duly authorized representatives of the Faculty Senate shall be permitted to transact official Faculty Senate business on College

property at all reasonable times, provided that this shall not interfere with or interrupt normal College operations, nor the usual teaching duties of the faculty.

- E. The Faculty Senate shall have the right to use College facilities and equipment, including typewriters, copy machines, calculating machines, computers, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Faculty Senate shall reimburse the College for the cost of using copy machines at the same rate charged to all other units of the College and shall reimburse the College for Association long distance calls.
- F. The Faculty Senate shall have the right to post notices of its activities and matters of Faculty Senate concern on faculty area bulletin boards. The Faculty Senate may use the College mail facilities for communications to instructors, administration and students, including mass distribution and shall reimburse the College for postage. The preparation of bulk mailing will be the responsibility of the Faculty Senate. No instructor shall be prevented from wearing insignia pins or other identification of membership in the Faculty Senate either on or off school premises.
- G. The Board agrees to furnish to the Faculty Senate in response to written requests all available public information concerning staffing and financial resources of the College, including but not limited to: annual financial reports and audits, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, treasurer's reports and census. Nothing contained in the above shall be construed to require that the Board provide any information not already available to it or to provide such information in any form other than it would normally be provided to the Board.
- H. Instructors shall be entitled to full rights of citizenship and no

religious or political activities of any instructor or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such instructor. (The Code of Ethics of the Education Professional, Appendix A, shall be the basis upon which appropriateness of the instructor's personal behavior shall be judged.)

- I. The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, religion, ethnic origin, age, sex, handicap, physical characteristics, marital status, or sexual orientation.
- J. Membership in the Faculty Senate shall be open to all full-time instructors regardless of race, religion, sex, age, handicap, physical characteristics, marital status, or ethnic origin.
- K. The Faculty Senate representative may be entitled to appear on the agenda of Board meetings if tentative items for discussion have been submitted in writing to the Secretary at least seven (7) days prior to the scheduled meeting.
- L. This Agreement shall supersede all policies, rules or regulations of the Board which shall be contrary to or inconsistent with its terms.
- M. An instructor shall have all rights of the Bullard-Plawecki Employee Right to Know Act and the right to review the contents of all records of the employer pertaining to said instructor originating after his/her initial employment. An instructor shall have the right to have a representative of the Faculty Senate accompany him/her in such review.
- N. After four years from the date of issuance, the employee's record shall be purged of all reprimands, warnings, or any other disciplinary action.

- O. No material shall be placed in an instructor's personnel file until he/she has been given a copy of said materials. The instructor may submit a signed and dated written attachment to such materials. If the instructor believes the materials placed in the file is inappropriate or in error, the material may be corrected or expunged from the file by mutual agreement between the College and the instructor. If an agreement is not reached, the employee may submit a written statement explaining the employee's position. The employee may pursue legal remedy prescribed by law. All recommendations, written or oral, from the Personnel Office shall be based on the contents of the instructor's personnel file. There shall be no release of any information in an instructor's personnel file without prior written authorization from that instructor.
- P. If an instructor is requested to sign or initial material to be placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance, shall such signature be interpreted to mean agreement with the material's content.
- Q. There shall be only one (1) official personnel file for each instructor.
- R. The Board shall grant the Faculty Senate a total of twelve (12) paid leave days each year for the use of its representatives to conduct Faculty Senate business or to participate in Faculty Senate activities provided that the administrators affected are notified at least two (2) days in advance.
- S. The Faculty Senate President and/or one other designated officer shall be compensated the equivalent of one three (3) credit hour overload per year.
- T. Special conferences between the Association and the College are



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

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

## ARTICLE IV

### Membership Dues or Fair Share Fees

- A. Proper negotiations and the administration of collective bargaining entail expenses which are appropriately shared by all employees who are beneficiaries of such agreements.
- B. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association, or pay the fair share fee to the Association, not to exceed the amount of dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277 (7) and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted the Association, or its designee, no later than ten (10) working days following deduction. This deduction shall be accompanied by a list of employees from whom deductions have been made.
  1. The Association treasurer shall notify the business office no later than ten (10) days in advance of any change in the amount to be deducted for such expenses.

- C. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of Dues, Assessments and Contributions in the Association as established by the Association. Such authorizations shall continue in effect from year-to-year unless revoked according to the procedures outlined in the MEA Constitution Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-twentieth of such dues, assessments and contributions from the regular salary check of the bargaining unit member every two weeks for ten (10) months, beginning in September and ending in June of each year.
- D. Pursuant to Chicago Teachers Union v Hudson, 106 S CT 1066 (1986), the Union has established a "Policy Regarding Objections to Political-Ideological Expenditures". That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review there, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.
- E. Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the wages of any such

bargaining unit member and make appropriate remittance for MEFSA's MEA sponsored programs (tax-deferred annuities, auto insurance, homeowner's insurance, etc.), MESSA programs not fully Employer paid, credit union, savings bonds, charitable donations, MEA-PAC/NEA-PAC contributions or any other plans or programs jointly approved by the Association and Employer providing there are ten (10) or more employees requesting said deduction per payee.

F. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

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

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

G. Due to certain requirements established in recent court decisions,



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

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## ARTICLE V

### Instructor Duties And Responsibilities

1. The Board of Trustees and the Faculty Senate recognize that the principle of professionalism does not lend itself to a fixed number of hours. Education of students is the major responsibility of the institution. Instructors are expected to work within their contracted area of competency so that each student is challenged to achieve and learn. Therefore, the duties and responsibilities of instructors include, but are not limited to, the following:
  - A. The instructor shall keep well informed, with particular attention to the latest developments in his/her subject area and pedagogy. Each instructor shall teach his/her assigned courses and develop course content consistent with the institution's adopted course outcome objectives and other appropriate instructional materials.
  - B. Classes shall meet at the time and place scheduled. Any changes shall have the prior approval of the Dean of Instruction.
  - C. The instructor has the responsibility to provide each student in his/her class with a copy of the course syllabus based upon institutionally adopted course outcomes. The syllabus must be distributed to students and the Dean of Instruction by the end of the first week of class. It is understood that in most instances it is beneficial to distribute the syllabus at the first class session of an enrollment period. A course syllabus must include the following elements:
    - Course title and course number
    - Instructor name
    - Semester
    - Office location

- Posting of office hours
  - Office phone extension
  - Required materials to be purchased
  - Supplemental materials
  - Course outcomes consistent with assessment strategies
  - A tentative course outline
  - Grade determination procedures - identify attendance impact
  - Specific safety procedures for all lab classes
1. In those areas where more than one full-time instructor teaches the same course, the course outcomes listed on the syllabi must be consistent.
  2. Assessment strategies employed shall be jointly developed by the faculty and the College Administration.
  3. Upon submission of enrollment period grades, each instructor will provide to the appropriate instructional administrator a portfolio of all specific unit task and/or performance objectives utilized in the course that supported the attainment of the student outcomes.
- D. Instructors shall be responsible for reporting class attendance as requested by the College administration to be in compliance for local, state or federal reporting purposes.
- E. Faculty shall attend College scheduled meetings provided they do not conflict with their pre-approved professional responsibilities. Efforts will be made to limit the impact of meetings on student learning through both number and time of meetings.
- F. Each instructor shall fulfill routine duties and responsibilities such as filing, grade reports, book orders, supplies and materials orders, examination and evaluations of books and materials, checking papers and evaluating student progress, preparing for classes, keeping inventories up-to-date, and managerial/supervisory responsibilities for instructors whose teaching duties include laboratory



assignments, as necessary for the smooth operation of his/her discipline and the College.

- G. Instructors are encouraged to participate in College-wide social, cultural, and professional activities to support student functions.
- H. Instructors shall participate in graduation exercises as a part of their professional obligation. The cost of academic dress for participation shall be borne by the Institution. Faculty are encouraged to participate in dedications and other official College ceremonies.
- I. Instructors shall maintain adequate office hours weekly for the academic assistance of students of which a minimum of five (5) hours shall be posted.
- J. Photocopies of grade books (or the original grade books) will be turned in to the Faculty Secretary at the end of each semester or session.
- K. The use of College resources, materials, equipment and facilities for the development of any product for the purpose of personal gain may be undertaken only after agreement between the individual and the Board of Trustees.
- L. Instructors shall schedule their basic loads, in cooperation with the Dean of Instruction, over a minimum of four days.
- M. Occupational/Technical instructors shall accept responsibilities for occupational advisory committees as specified in the MMCC 1993 Advisory Committee Handbook (Appendix J) and the 1993 Administrative Guide (Appendix I).

- N. The full-time instructional faculty may participate in the recruitment, selection, mentoring and informal evaluation of part-time instructors in their discipline if requested by the appropriate administrator.
  - O. Counselors shall provide student assessment, academic advising and related counseling services to best meet the needs of the student, and participate in student orientation. In addition, counselors will engage in the gathering, analysis, interpretation and presentation of relevant data. Counselors will also participate in enrollment and registration activities.
2. The individual teaching instructor's professional responsibilities will be built upon teaching, five weekly office hours and service (consistent with the instructors professional expertise) to the community and/or the College. Responsibilities for each instructor will be determined during the evaluation process with the administrator to whom the instructor reports. Amendments and/or modifications can be introduced at any time with the mutual agreement of the instructor and his/her administrator. These responsibilities of service to the community and/or College can be developed from, but is not limited to, the following list:
- A. Student academic advising.
  - B. Curriculum/course and/or program development.
  - C. Course/program evaluation built upon assessment of student academic achievement.
  - D. Serving on advisory, standing and/or ad hoc committees.
  - E. Other institutional initiatives including recruiting, accreditation, course and/or program activities to ensure compliance with State and Federal legislation or initiatives.
  - F. Community development activities.

## ARTICLE VI

### Working and Employment Conditions

#### A. Criteria for full-time employment:

##### 1. Arts, Sciences and Business Program Personnel:

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

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

##### 2. Nursing Instructors:

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

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

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

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

##### 5. Counselor Qualifications:

Counselors shall have a minimum of a Master's Degree in Counseling from an accredited institution.

#### B. Basic Load

##### 1. A full-time teaching load shall be an assignment

consisting of 29-30 equated hours for two semesters with exceptions identified below. Equated hours shall be calculated on a course basis as follows:

- a. Courses consisting of lecture hours only; i.e. ENG 111 3 credit hours (3-0) shall be equal to one equated hour for each hour of instruction. Example: ENG 111 3 credit hours (3-0) = 3 equated hours.
  - b. Courses consisting of lecture-lab hours; i.e. AMS 104 3 credit hours (2-2) shall be equated as .75 (75%) of an equated hour for each hour of instruction. Example: AMS 104 3 credit hours (2-2) = 3 equated hours, with the following exception. Lab lecture combinations that result in multiple lab sections shall have the lecture hours equated as one to one. Example: BIO 101 4 credit hours (3-2) shall be equated as 3 hours lecture 1.5 hours for each lab section.
  - c. Courses consisting of only lab hours; i.e. PED courses, shall be equated as .75 of an equated hour.
  - d. Clinical assignments shall be equated as .75 of an equated hour.
  - e. Instructors teaching the high school shared-time programs will have high school classes equated by multiplying .75 times (x) the weekly contact hours of the teaching assignment. This will then be added to the weekly College load to determine the semester basic load for the instructor. If the length of the shared-time teaching period exceeds the combined fall and winter (old spring) semesters, the same .75 factor will be used in calculating the pro-rated overload for days taught in excess of the College's two semesters.
2. The College retains the right to assign an instructor any course he/she is qualified to teach even if the assignment results in an overload. If the assignment results in an overload the College cannot exceed 2 equated hours (or a total annual instructor load of 32 equated hours) unless agreed upon by the instructor. In making said assignment, the administration shall be limited to eight (8) different preparations except PED courses. Efforts will be made to limit the assignment of no more than three composition classes in a given enrollment period.
  3. When low enrollment threatens a full-time instructor's basic

teaching load the instructor shall assume additional activities designed to revitalize enrollment.

4. Instructors will receive \$30.00 per credit hour for each student enrolled in an independent study section. (For example, a 3 credit hour class with two students would be 3 credit hours x 2 students = 6 student credit hours x \$30.00 = \$180.00 to be paid the instructor.) All independent study arrangements require approval of the Dean of Instruction and the instructor.
5. Instructors who are unable to achieve their teaching load during the two primary enrollment periods--fall and winter semesters--shall be administratively assigned teaching or non-teaching duties at other times of the year until their full-time load requirement is achieved.
6. Full-time instructional personnel shall be afforded every opportunity to fulfill the minimum annual teaching load during the fall and winter semesters.
7. Basic Load: ILC Director

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

8. Load: Counselor

a) Basic Load

Each counselor will be assigned a 35-hour-per-week work load for 40 weeks. Release for classroom teaching considered a part of the counselor's basic load will be at a ratio of two (2) hours release time for each hour of classroom time. Classroom assignments can be considered as a part of the basic load or as a supplemental assignment at the discretion of the counselor.

b. Additional Assignment

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



- 1) The counselor(s) will be provided reasonable notice of such an assignment.
- 2) The time will be scheduled using consecutive work days not to exceed the 1.5 week limit.
- 3) All counselors will be scheduled in a fashion that allows one three (3) week period free of any assigned responsibilities during their scheduled year. An individual counselor can waive this provision by writing a memo to the appropriate administrator so stating his/her desire to do so.
- 4) The rate of pay will be \$20.00 per hour for the academic year this contract is ratified and will increase annually at the same percentage rate as the base contract salary of the counselor per the salary schedule of this agreement.

- C.
1. Year: Academic calendars for the years covered by this contract are found in Appendix B of this agreement. In addition an academic calendar for the year immediately following the expiration of this agreement is included as part of Appendix B.
  2. In the event that "Acts of God" force the closure of the College or result in the cancellation of classes, bargaining unit members shall be excused from reporting to duty without loss of pay. Only classes missed during exam week shall be rescheduled. The Faculty Senate may be apprised of College plans to reschedule these days missed during exam week. Rescheduled days will be considered a normal part of the instructor's contractual obligation.
  3. Assignment to Saturday classes shall only be made with the consent of the instructor. If an instructor accepts assignment for Saturday classes, he/she will be granted two consecutive days free of classes and office assignment.
  4. The assignment of any instructor shall span no more than 13 hours from the beginning of the first class to the end of the last class in the same day. There shall be at least 11 hours between the end of the last class of the day and the beginning of the first class the next day. Evening class/es from 6:00 p.m. shall be assigned to an instructor no more than two evenings per week without his/her prior consent.

Exceptions to the above will be arranged by mutual agreement of the instructor and administration. Class periods will be 55 minutes in duration during the fall and winter semesters. Nursing faculty may be assigned to either the 7:00 - 3:00 or 3:00 - 11:00 shift times available at the



participating hospitals upon advance notice to the faculty members.

5. After the appropriate administrator determines the need for counseling coverage, a master schedule for counselor utilization will be devised and updated each academic year by the appropriate administrator and the counseling staff.
6. Scheduling: The semester course schedules will be developed by the Board and Administration after all full-time faculty have been given reasonable time to provide input. Where a qualified full-time faculty member exists, they shall be given preference over any part-time instructor in the scheduling process.
7. Assignment of courses at other than the Harrison and Mt. Pleasant sites shall be made only to complete an instructor load. This provision shall not restrict assignment to clinical sites.
8. Team teaching will conform to the following guidelines.
  - a. Team teaching assignments must have the approval of the instructor and the appropriate instructional administrator.
  - b. There will be two options for team teaching relative to an instructor's teaching load. They are an "Overload Option" and a "Basic Load Option".
  - c. Under the overload option each instructor (up to a maximum of 3) will receive overload compensation for the course as though she/he was the only instructor teaching the course. An individual instructor's participation in such a team teaching arrangement is limited to a maximum of two (2) classes during the primary enrollment periods (Fall and Winter).
  - d. Under the basic load option each instructor (up to a maximum of 2) will have .75 of the course's equated teaching hours applied to his/her load. (NOTE: A minimum full-time load must be 29 equated hours.) An individual instructor's participation in such a team teaching arrangement is limited to a maximum of two (2) for an academic year.

D. Class Size:

1. The maximum enrollment for ENG 101 and ENG 111 will be 22 when possible. Nursing and clinical enrollments will not violate State Board of Nursing requirements.

2. For the purpose of determining class sizes, individual instructors will meet with their appropriate administrator and seek to adjust class sizes to best meet the objectives of the course.
3. The number of students in any laboratory or instructional area shall not exceed the number of fixed stations, seats, or exceed safety standards as determined by the College and/or other agencies so empowered.
4. The administration shall have the exclusive right to determine whether there are sufficient numbers of students in a class for the College to offer that class. There shall be no institutional drops of classes having an enrollment of 13 or more students.
5. Occasionally, educational technology, nature of the classroom instruction, limited class size, etc., make it possible and feasible to combine several classes into one schedule time-block/s. The combining of courses shall be done with the agreement of the instructor involved. When different courses are intentionally combined in the same time-block/s, the following limitations will apply:
  - a. The courses shall be similar in nature;
  - b. No more than three courses shall be combined;
  - c. No more than 33 students will be enrolled;
  - d. Instructor credit toward annual load shall equal the highest equated hour granted for one of the courses.

E. Course Preparation:

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

F. Student Advising/Registration:

1. Instructors necessary in number as determined by the administration will be available for those activities held during the official registration period up to a maximum of six (6) hours per academic year.

G. Sponsorship of Student Activities:

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

H. Teaching Facilities:

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

I. Harrison Campus Faculty Parking:

1. The Board shall provide adequate, lighted, paved parking facilities, properly maintained, for those full-time instructors so desiring.
2. An access card to a controlled area shall be provided upon payment of an initial fee of \$25.00 and subsequent annual renewal fees of \$20.00 by September 15.
  - a. Starting with the fourth year of continuous holding of a paid card, the instructor will be provided a card at no cost.
3. Cost for replacement cards shall be \$5.00.
4. Upon return of an individual's card, a \$5.00 refund will be distributed.
5. There shall be no proration for partial year usage.
6. Cars unlawfully utilizing the area shall be towed away away at the owner's expense.

J. Vacancies:

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

K. Academic Freedom:

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

L. Curriculum and Academic Standards Committee

1. General Statement of Purpose

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

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

2. Membership

- a. The Committee will be comprised of the College's Chief Instructional Administrator, six (6) other administrators

appointed by the President and nine (9) faculty appointed by the Faculty Senate. In addition to the transfer counselor and Individual Learning Center Director (lead instructor) a minimum of one faculty shall be selected from the areas of Business, Technical, Arts/Sciences, and Health.

- b. Appointments of the six (6) administrators and seven (7) faculty representatives shall be for 2 years. (For the implementation year half of each group's appointments will be for one year and the other for two years.)
- c. The Chair will be elected by the Committee for a two year term of office and shall have full voting rights.

### 3. Roles and Functions

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

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

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

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

### M. Civil Rights:

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

N. Field Trips:

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



**ARTICLE VII**  
**Safety and Health**

A. **SAFETY:**

1. Instructors shall not be expected to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. If an instructor reasonably believes that unsafe or hazardous work conditions exist in his/her work area, or that he/she is being required to perform tasks or operate a vehicle or other machinery which endanger his/her health, safety or well-being, that instructor may immediately refuse to continue to be exposed to said unsafe or hazardous condition and shall immediately request that the safety committee investigate the condition and if said committee concurs with the instructor then MMCC shall: (a) Immediately provide to the instructor an alternative work site free of unsafe or hazardous conditions or if no such work site is available, then MMCC shall: (b) immediately permit that instructor to cease working and then MMCC shall pay to that instructor his/her regular compensation until MMCC is able to provide a safe and hazardous-free work site. An instructor's reasonable belief that any of the prohibited work conditions enumerated herein exist, that instructor's refusal to be exposed to said prohibited work condition shall not constitute insubordination nor in any manner subject said instructor to discipline.
2. Smoking is prohibited except in designated areas.
3. Infectious Diseases:

- a. Infectious diseases shall be as defined by the Michigan Department of Health Section 2843b of Act No. 368 of Public Acts of 1978 as amended in 1986 by Emergency Rule [333.28436]. Students with acute infectious communicable diseases will be excluded from MMCC pursuant to rules promulgated by the Department of Public Health. In the event that Board of Trustees revises the Board policies dealing with communicable diseases, MMCC will provide the Association, prior to adoption or implementation, notice and opportunity to bargain on said policies as they impact on the working conditions and health and safety of bargaining unit members.
- b. In the event that a student with a known ongoing or chronic infectious disease is allowed to attend MMCC, all instructors potentially having contact with the student shall be notified in advance. MMCC shall provide in-service instruction in disease transmission and education to prevent further spread of disease to members coming into contact with students having such infectious diseases.
- c. If certain and unequivocal proof exists that an instructor contracted an infectious disease through casual contact with a student, and if in the opinion of two physicians selected by instructor and paid by MMCC, said casual contact is the likely cause of the instructor's infectious disease, it shall be deemed to have resulted from the instructor's employment and any resulting absences shall not be charged against the instructor's sick days. MMCC shall pay to such instructor the difference between his/her salary with all fringe benefits, and benefits received under the Worker's Compensation Act for the duration of such absence or such instructor shall receive long term disability benefits.
- d. An instructor contracting an infectious disease shall have no fewer rights to continue employment with the employer than the rights afforded to a student with an infectious disease to attend MMCC.

4. Alcoholism and Drug Abuse

- a. During the term of this Agreement, the Employer will not engage in the testing of instructors through the taking of blood, urine, or breath samples in order to determine if they are working under the influence of alcohol or drugs. In particular, the Employer agrees not to perform or require random testing, testing prior to promotion or the award of tenure, periodic testing or testing as part of any physical or psychological examinations otherwise required. The failure or refusal of an instructor to

submit to such testing will not be grounds for discipline.

- b. The Association and the MMCC jointly recognize that alcoholism and drug abuse are illnesses and shall be treated as such pursuant to the application of the terms and conditions of this Agreement.
- c. When an administrator observes an instructor experiencing performance difficulties and those difficulties, in the opinion of the administrator, are due to alcohol and/or drug abuse, he/she will discuss the apparent difficulties with the instructor at a specially scheduled interview. The instructor shall be afforded the right to have appropriate Association representative(s) present at such interview. In all instances, the Association representative(s) shall be notified in advance that such an interview is scheduled. One of the possible outcomes of such a meeting will be the instructors' referral to the College's Employee Assistance program.
- d. An instructor, while successfully participating in an alcohol or drug abuse program as verified by progress reports provided by the Employee Assistance program shall not be subject to discharge or discipline for alleged alcohol and/or drug abuse. The Employers' determination that an instructor is not successfully participating in the program shall be subject to the grievance procedure found elsewhere in this Agreement.
- e. No adverse effects to the instructor's status shall result based upon diagnosis itself or request for treatment. However, if the instructor refuses to accept diagnosis and treatment offered by the Employee Assistance program or fails to respond to treatment as documented by the Employees Assistance reports and the result of such refusal or failure is such that job performance or appropriate behavior on this job is affected, that instructor will be subject to discipline up to and including discharge.
- f. The parties concern is limited to alcoholism and drug abuse problems which cause poor attendance and/or unsatisfactory performance on the job.
- g. MMCC agrees that any instructor with an alcohol or drug abuse problem who requests diagnosis or treatment will not jeopardize his/her job rights or job security and that such problems will be handled in a confidential manner.
- h. All reports of actual or alleged alcohol and/or drug abuse shall be promptly reported to the respective instructor.

## ARTICLE VIII

### Faculty Benefits

#### A. Leaves of Absence:

1. Sick Leave: At the beginning of each school year each instructor shall be credited with a five (5) day sick leave allowance to be used for absences caused by illness or physical disability of the instructor. Then, beginning with the month of November, each instructor will earn one (1) day of sick leave for each month through May he/she is in the employment of the College. The unused portion of such allowance shall accumulate to 150 days. Instructors absent because of illness or physical disability will cause the fact to be reported to the Dean of Instruction's office in advance of the next assigned obligation.
2. Bereavement:
  - a. Death in the immediate family: The instructor may take a maximum of three (3) days per death. Immediate family shall be interpreted as husband, wife, co-habitators, mother, father, brother, sister, children, grandchildren, father- and mother-in-law, and grandparents. The Administration may grant additional days when the death of a child or spouse is involved.
  - b. Absence for bereavement beyond the allowance specified in Section 2.a. shall be considered personal leave.
  - c. Bereavement leave shall not be deducted from vacation days or holidays.
3. Family Illness: In case of critical illness of a member of the employee's immediate family as defined in Section A.2.a., a maximum of six (6) days per year will be granted with pay. Additional days may be granted upon requested.

4. Personal Leave: Each faculty member shall be granted two days per contract year for personal use.
5. Legal Leave: The faculty member shall be excused from work for jury service or if he/she is subpoenaed as a witness by any body empowered by law to compel attendance by subpoena. Such faculty member will receive his/her regular College pay and reimburse the College for any revenue received from such jury duty.
6. Sabbatical Leave: The Board, upon recommendation of the Faculty Senate, shall grant sabbatical leaves of absence for full-time faculty members in accordance with the following specific provisions:
  - a. Faculty members shall be eligible for sabbatical leave with pay after each seven (7) years of continuous service at the College. The number of sabbatical leaves during the term of this contract shall be limited to two (2) faculty members each year, and seniority in service shall be considered in the granting of such leave.
  - b. The sabbatical leave shall be no longer than a period of two (2) consecutive semesters; it may, at the option of the applying member be one semester in length or two (2) consecutive semesters.
  - c. The salary for the sabbatical leave will be half-pay for two (2) semesters, or full pay for one (1) semester. Upon return from such leave, a faculty member shall be placed at the same position on the salary schedule that he/she would have been placed had he/she taught in the College during the period.
  - d. See Guidelines for Sabbatical Leave in Appendix H.
  - e. A position on the staff shall be available to the faculty member upon his/her return from sabbatical leave.
  - f. A faculty member who receives a sabbatical leave shall return to the College for a period of two (2) years.
7. Unpaid Leaves of Absence:



- a. A leave of absence of up to two (2) years may be granted to any faculty member upon application for the purpose of advanced study. Upon request the Board may extend such leave beyond the two (2) year limit if it so desires.
- b. A leave of absence of up to two (2) years may be granted to any faculty member upon application for the purpose of participating in exchange teaching programs in other states, territories or countries, or a cultural program related to his/her professional responsibilities, provided that said faculty member states his/her intention to return to this College.
- c. A military leave of absence shall be granted to any faculty member who shall be inducted or who shall enlist for one enlistment period for military duty in any branch of the Armed Forces of the United States. Military leave shall also be granted for periods of time for the purpose of fulfilling commitments to the United States Armed Forces during the periods of crisis or emergencies. Upon return from such leave, in accordance with the requirements of such applicable law for the retention of re-employment rights, a faculty member shall be placed at the same position on the salary schedule that he/she would have been had he/she taught in the College during such period.
- d. A leave of absence of up to two years shall be granted to any faculty member upon application for the purpose of serving as an officer or any professional association or on its staff. Upon request the Board may extend such leave beyond the two-year limit if it so desires.
- e. A faculty member who is elected or appointed to a political office which requires his/her absence from duty with the College for an extended period of time shall be granted a political leave of absence without pay. Should he/she be re-elected or re-appointed to the same political office for an ensuing term, or elected or appointed to a different political office for an ensuing term, his/her leave of absence shall be terminated. A leave of absence for one semester, without pay, shall be granted to any faculty member upon application for the purpose of running for public office.
- f. Child care leave shall be granted for no more than two academic years to a faculty member upon his/her request. The faculty member will be able to return to his/her former position upon completion of the leave period. This leave will be without pay. Fringe benefits shall be provided for the first sixty (60) days of this leave.



Faculty members on child care leave will not accrue seniority while on such leave.

- g. It is recognized that unlike a child care leave, a child birth leave is to be treated the same as any other physical disability in that the faculty member may choose to utilize her accumulated sick days and then her paid or unpaid disability leave benefits for the duration of the physical disability.
  - h. Mutual consent leave shall be granted to a faculty member upon his/her request if it is mutually agreeable to the faculty member and the Board. Such leaves shall be granted for not less than one semester nor more than two semesters. At the end of the leave period, the faculty member will be able to return to his/her former position or similar position. Such leave may or may not be without pay and fringe benefits.
  - i. A faculty member on unpaid leave shall retain all credit toward sabbatical leave, but shall not accrue additional credits while on leave.
  - j. Faculty members on unpaid leave will have priority to return to their former position.
  - k. After twelve (12) months of continuous employment, a disability leave without pay may be requested by the instructor from the Vice President. Accumulated sick leave must be used prior to the disability leave. Leave may be granted on the approval of the President and the Board of Trustees. Disability leave may be up to ninety calendar days in length, with fringe benefits covered.
8. Temporary full-time instructors may be hired by the Board as replacements for instructors on approved paid or unpaid leaves of absence up to a period of two academic years.

B. Professional Improvement:

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

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

C. Life Insurance:

- 1.a. The Board of Trustees shall provide \$50,000 group life term insurance plus \$50,000 AD&D for each full-time faculty member. Coverage will be reduced by 35% upon attainment of age 65 and terminate at age 70 or retirement. The individual faculty member may elect, at his/her expense, additional group life term insurance subject to insurability. Benefits shall be payable to the employee's designated beneficiary.
  - b. Dependent life insurance in the amount of \$2,000 for spouse and \$2,000 for dependent child will be available, at the expense of the employee, on an optional basis.
2. Group Health Insurance:
    - a. The Board shall provide health insurance substantially similar to the SET/SEG plan currently in effect and the same as the plan provided for the administrative staff on a twelve (12) month basis, for each member of the full-time faculty and his/her eligible dependents. In lieu of such coverage

a faculty member may elect to receive a \$1500 payment to a qualified tax deferred annuity plan.

- b. Instances where the College employs both a husband and wife, the College will provide only one of these employees with a health benefit package (the other will be considered a dependent on the insured's policies). If one of the two is a member of the faculty bargaining unit, the health benefits specified in the faculty contract will be provided the faculty member who will be the principally insured and the spouse considered the dependent. If the faculty member in this situation elects the \$1500 tax deferred annuity option identified in (a) above, no health benefits will be provided by the College to either the husband or wife.
  - c. The Board shall provide dental coverage as provided to the administrative staff (substantially similar to a Delta Dental insurance program) for each member of the full-time faculty and his/her eligible dependents. Coverage shall include the 75%-25% co-payment plan and the 50%-50% bridges and dentures plan.
  - d. The Board shall provide vision coverage as provided to the administrative staff for each member of the full-time faculty substantially similar to VSP-2 Optical Insurance.
  - e. It is understood that if the health benefits for the Administrative staff are changed to a \$5 co-pay for Prescription and \$250 Single and \$500 Family co-pay for Master Medical, these same conditions will apply to faculty. Further, the Board reserves the right to change carriers after bidding specifications that would be substantially similar to existing benefits.
3. Salary Continuation: The Board shall provide, without cost to the instructor, insurance providing a plan of salary continuation in the event of long-term sickness or disability. Such plan to provide 66-2/3% of each individual's salary shall be guaranteed up to a maximum of \$500 per week (\$2,000 per month) commencing with the 61st consecutive day of disability and extending to age 65 if disability occurs prior to age 60, between ages 60-64 for 5 years.

D. Bookstore Discounts:

All faculty and retired faculty shall be given a twenty (20) percent discount on items routinely stocked (no special orders - including books). However, the discount shall not be less than the actual cost to the Bookstore.

E. College Events:

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

F. Physical Examinations and Inoculations:

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

#### G. FACULTY--EARLY RETIREMENT INCENTIVE PROGRAM

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

Full-time faculty who satisfy or exceed this "minimum retirement eligibility" at the time of ratification of this contract will have to retire on or before December 31, 1993.

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

#### Conditions to be eligible for said Early Retirement Incentive:

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

#### Benefits

**BASIC ALLOWANCE:** The College agrees to pay a fixed sum of \$7,500 to all full-time faculty who retire from the employment of MMCC per

the requirements described above.

ADDITIONAL BENEFIT--Unused Sick Leave: The College will pay for unused sick leave days (as documented by Payroll) at twenty-five (25%) percent of the employee's daily rate of pay at the time of retirement. The computation shall be based upon 260 days, divided into the annual base salary at the time the employee retires.

Payments: The faculty member may elect to receive the lump sum payment up to thirty (30) days prior to their declared retirement date.

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

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

It is understood by full-time faculty intending to apply for this benefit that sufficient notification to the College is necessary for a smooth transition of teaching duties. Therefore, to participate in this Program, an instructor must provide written notification to the College at least six months in advance of the intended (required) date of separation. (For those eligible for benefits upon ratification of this agreement, they must present a Letter of Intent within thirty (30) days of ratification to be eligible.)



## ARTICLE IX

### Grievance Procedure

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

B. INFORMAL DISCUSSION

In the event that a faculty member or a group of faculty members or the Faculty Senate believes they have a basis for a grievance, he/she shall first informally discuss the grievance with the Dean of Instruction, or the appropriate Administrator. This discussion must be requested within forty-five (45) calendar days after the Grievant knew or should have known of the act or condition on which the grievance is based, or the grievance shall be deemed waived.

C. STEP ONE

If as a result of the informal discussion with the Dean of Instruction or Administrator a grievance still exists, the Grievant may invoke the formal grievance procedure on the form set forth in Appendix C, signed by the Grievant and the Faculty Senate. Two copies of the grievance shall be filed with the Dean of Instruction. The written grievance must be filed within five (5) working days after the date of the informal discussion with the Dean of Instruction or Administrator, or the grievance will be deemed waived. The Dean of Instruction will have five (5) working days after the date of filing to render his/her disposition of the grievance.

D. STEP TWO

If the Grievant and the Faculty Senate are not satisfied with the disposition by the Dean of Instruction, or if no disposition has been made within five (5) working days, the grievance may be submitted to the Vice President. If a disposition has been made by the Dean of Instruction within five (5) working days after the date of filing, the grievance must be submitted to the Vice President within five (5) working days after receipt of the disposition by the Dean of Instruction, or the disposition will be deemed satisfactory. If no disposition has been made by the Dean of Instruction within five (5) working days after the date of filing, then the grievance must be submitted to the Vice President within five (5) working days after the deadline for disposition by the Dean of Instruction, or the grievance will be deemed to have been waived. The Vice President will have five (5) working days after the date of receipt to render his/her disposition of the grievance.

E. STEP THREE

If the grievant and Faculty Senate are not satisfied with the disposition by the Vice President, or if no disposition has been made within five (5) working days after the date of receipt, the grievance may be submitted to the President or his/her designee. If a disposition has been made by the Vice President within five (5) working days after the date of receipt, the grievance must be submitted to the President or his/her designee within five (5) working days after receipt of the disposition by the Vice President, or such disposition will be deemed satisfactory. If no disposition has been made by the Vice President within five (5) working days after the date of receipt, then the grievance must be submitted to the President within five (5) working days after the deadline for disposition by the

Vice President, or the grievance will be deemed to have been waived. The President or his/her designee will have five (5) working days after the date of receipt within which to schedule a meeting with the Grievant and the Faculty Senate, at such date, time, and place as is mutually agreeable, in an effort to resolve the grievance. The President or his/her designee will then have five (5) working days after the date of such meeting to render his/her disposition of the grievance.

F. STEP FOUR

If the Faculty Senate is not satisfied with the disposition of the grievance by the President or his/her designee, or if no disposition has been made within five (5) working days after the grievance meeting, the grievance may be submitted to mediation in accordance with section 7 of the Michigan Public Employment Relations Act, MCLA 423.207. If a disposition has been made by the President or his/her designee within five (5) working days after the date of the grievance meeting, the request for mediation must be filed with the Michigan Employment Relations Commission within five (5) working days after receipt of the disposition by the President or his/her designee, or such disposition will be deemed satisfactory. If no disposition has been made by the President or his/her designee within five (5) working days after the date of the grievance meeting, then the grievance must be filed with the Michigan Employment Relations Commission within five (5) working days after the deadline for disposition by the President or his/her designee, or the grievance will be deemed to have been waived.

The Michigan Employment Relations Commission will have four (4) calendar weeks after the date of filing within which to complete the mediation process. If the grievance is one that is subject to

arbitration in accordance with the provisions of paragraph G below, the Board and the Faculty Senate may agree to bypass mediation and submit the matter directly to arbitration. Any such agreement must be made within the time limits for referral to mediation and must be in writing.

G. STEP FIVE

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

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

I. The Board and the Faculty Senate shall not be permitted to assert in any such arbitration proceedings any ground or rely on any witness or exhibit not previously disclosed to the other party. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written to settle the grievance before him/her. The arbitrator shall at all times be governed wholly by the terms of the Agreement and he/she shall have no power or authority to amend, alter or modify this Agreement in any respect, nor shall the arbitrator have the authority to hear or determine more than a single grievance in a

single arbitral hearing unless the parties agree otherwise. If the issue of arbitrability is raised, the arbitrator shall only determine the merits of the grievance if arbitrability is affirmatively decided. By accepting a case from the parties, the arbitrator acknowledges his/her limitations of authority and agrees not to decide an issue which is outside of his/her jurisdiction under this Agreement. The Arbitrator recognizes that the Employer is governed by certain laws of the State of Michigan and the arbitrator agrees that this Agreement shall be interpreted and construed consistent with such laws.

Retroactivity of the arbitrator's award shall be limited to the date the grievant knew or should have known of the act or condition on which the grievance is based. Notwithstanding the foregoing, an arbitrator's award as to payroll computation errors may be retroactive for up to one (1) year prior to the time the grievance was first submitted in writing. Arbitration awards shall be final and binding on the Employer, Association, and employees. Both parties agree to be bound by the award of the arbitrator. However each party reserves the right to challenge the arbitration award in any court of competent jurisdiction if the arbitrator has exceeded his/her jurisdiction or has arrived at his/her award fraudulently or by improper means.

- J. The fees and expenses of the arbitrator shall be shared equally by the Board and the Faculty Senate. The expenses and compensation for attendance of any employee, witness or participant in the arbitration shall be paid by the party calling such employee or witness or requesting such participant.
- K. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. However, the time limits may be extended by mutual consent. The term "teaching days" shall mean all days on which classes are scheduled.

The term "working days" shall mean all calendar days, excluding Saturdays, Sundays, and legal holidays.

- L. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of participants and shall be available to the Faculty Senate.
- M. It is agreed that the aggrieved party and the Faculty Senate shall be furnished with any information in the possession of the Board of Trustees necessary for the processing of any grievance or complaint.
- N. If a Grievant has a grievance which he/she wishes to discuss with a supervisor, he/she is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Faculty Senate and an opportunity for a Faculty Senate representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interest of the faculty members shall be the sole responsibility of the Faculty Senate.
- O. A grievance may be withdrawn at any level. However, if, in the judgment of the Faculty Senate, the grievance affects the welfare of the faculty, the grievance may continue to be processed as a grievance by the Faculty Senate.



## MEMORANDUM OF UNDERSTANDING

It is understood that this grievance and arbitration procedure shall only apply as to grievances filed after the date that this Collective Bargaining Agreement is signed (after ratification of the Board and Faculty Senate), and only as to grievances based on events occurring after that date. All grievances occurring before that date will be governed by the grievance process currently in place as a result of the expiration of the old Master Agreement on August 22, 1991.

## ARTICLE X

### Professional Behavior

- A. The Code of Ethics of the Education Profession is considered by the Faculty Senate and the Board as acceptable criteria of professional behavior. The Faculty Senate shall deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession.
- B. No bargaining unit member shall be disciplined without just cause or without being accorded due process. The term "discipline" as used in this Agreement includes written warnings; reprimands; suspensions with or without pay; reduction in rank, compensation, or occupational advantage and discharge; or other action of a disciplinary nature.
- C. A faculty member shall at all times be entitled to have present a representative of the Faculty Senate when he/she is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to faculty until such representative of the Faculty Senate is present.
- D. The employee shall sign and receive a copy of each disciplinary action. The signing of this document is not to be construed as an admission of guilt but only as an acknowledgement that such action exists. In imposing any sanction on a current charge, MMCC shall not take into account any prior infraction which occurred more than two (2) years previous to the date of the occurrence of the event on which the current charge is based.

- E. Suspension may occur while discipline is pending. The instructor's pay shall not be interrupted nor reduced while discipline is pending.
- F. No student, parental, citizen, or College personnel complaints originating after initial employment will be placed in an instructor's personnel file unless the instructor has had an opportunity to review the material. Complaints against the instructor shall be put in writing with name of the complaint(s). The administration shall attach to the complaint a written explanation of all administrative action taken and administrative expectations (if any) of the instructor. The instructor may submit a written notation or reply regarding any complaint, and the same shall be attached to the file copy of the material in question. When complaint material is to be placed in an instructor's file, the affected instructor shall be given the opportunity to review and sign said material, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.

**ARTICLE XI**  
**Employment Practices**

- A. Probationary Instructors: Incumbent employees and employees hired after the effective date of this Agreement shall be considered probationary employees for a period of up to two (2) full academic years after their commencement of service within the bargaining unit. Except where specified elsewhere herein, this Agreement shall apply to probationary employees. Probationary employees may be issued a one (1) year probationary contract for each of their first two (2) years of service with the Employer. The probationary period may be extended for one (1) additional year but only by mutual agreement in writing between the employee, the Employer, and the Association. During the probationary period, the President of the College may, at his/her discretion, discipline or terminate the employee, may decline to renew the employee's contract at the end of an academic year, or may at any time grant Full Status to the employee, all without regard to any other provisions of this Agreement. The President shall, however, make reasonable efforts to advise a probationary employee by April 15 if that employee's contract will not be renewed for the next subsequent academic year or if s/he is not to be placed on Full Status.
- B. Individual contracts for all returning instructors shall be issued within seven (7) calendar days from the date of ratification of this Agreement and within seven (7) calendar

days prior to the first day of classes for subsequent academic years.

- C. Faculty Evaluation: The Board of Trustees supports an educational environment which has inherently related to it an on-going evaluation of its personnel. This process should be regular and maintain as its overall objective the improvement of performance by all elements functioning in the Institution. The criteria and instruments of evaluation will be developed jointly between the Faculty Senate and the administration, and only those criteria and instruments shall be used to evaluate faculty. Until such time as new evaluation instruments and criteria are developed, the present criteria and instruments shall be used as amended (Appendix K).
- D. Lay-off: When ever it is necessary to decrease the size of the faculty due to, but not limited to, insufficient funds, projected revisions, deletions of programs or enrollment declines, the following factors will be used to determine employees whose positions is to be reduced or eliminated: seniority, certification requirements, and academic qualifications. Where clearly superior qualifications and classroom performance are documented, it is understood that less senioered full-status faculty may be retained during layoff. Recall from layoff shall be based upon the same considerations. The Employer may reassign employees' duties and schedules to avoid laying them off.
- E. Layoff Notice: Employees to be laid off for an indefinite

period of time will be so advised in writing as soon as is practicable after said decision has been made by the Employer. The Association President shall, on the same date the notices are issued to affected employees, be tendered a list of the employees being laid off.

- F. Assignments to Avoid Layoff: In the event the Employer does not offer to a bargaining unit instructor a minimum load, the instructor shall be offered the options of: (a) being laid off without pay in accordance with the layoff-recall provisions of this Agreement; or (b) displacing part-time instructors. The foregoing shall apply only to such classes taught by part-time instructors as are already being offered; the Employer shall not be required by virtue of this provision to institute any additional such classes.
- G. Seniority shall be determined by earliest date of full-time instructor appointment, and will continue during all Board approved leaves.
- H. Full Status: Upon determination by the President that an employee has successfully completed his/her probationary period, the President shall place said individual on Full Status. Full Status shall not constitute a guarantee of continued employment. Full Status employees shall not, however, be terminated or disciplined by the Administration without reasonable cause; Administration action in this regard shall be a proper subject of review under the Grievance and Arbitration provisions of this Agreement.



I. Loss of Seniority and Full Status: An employee's seniority, Full Status and employment relationship with the Employer shall be terminated when:

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

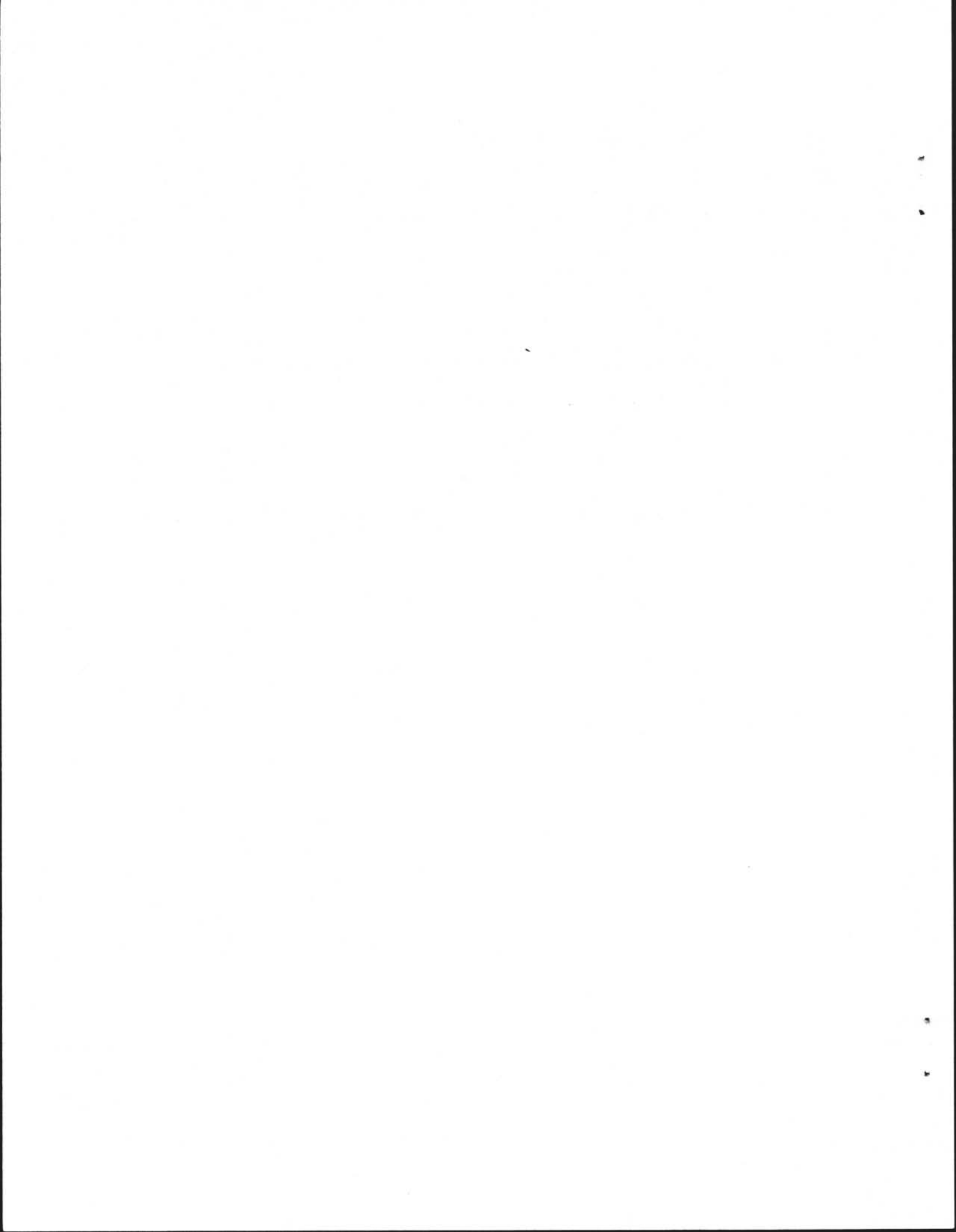
J. Full-Time Faculty Retraining: When there is no general decline in student population nor a decrease in revenue, but where there is staff reduction because of program modification, course deletion, or decrease in enrollment affecting a particular area or course of study, the faculty affected may request to participate in a retraining program according to the conditions described below:

1. The faculty member subject to staff reduction shall be promptly notified of such, and he/she shall indicate within thirty (30) days in writing his/her desire to retrain. Such declaration shall be accompanied by a plan of study subject to the approval of the Board upon recommendation by the President. It is understood that

approval of such retraining is subject to Administrative approval based upon the future needs of the College as determined by the Administration and the Board of Trustees.

2. The period of time granted to retrain shall not exceed two semesters.
  3. The Board agrees to accept retrained teachers to fill vacant positions for which they have become qualified and such re-employment shall not result in loss of salary or College seniority.
  4. Should the position previously held by a retrained and re-employed teacher become available again, he/she shall have the right to it with no loss of College or area seniority.
  5. Faculty members applying for a retraining leave shall receive first priority under the Sabbatical Leave provision.
  6. All provisions of the Sabbatical Leave policy will apply.
- K. Instructor notification of his/her resignation of employment shall be tendered to the Board no later than April 15, except that under emergency conditions the notification may be tendered between April 15 and July 31. Resigning instructors who complete the academic year will have their fringe benefits continued through the month of August.
- L. No Strike Pledge: The parties, including the individual members of the Faculty Senate, acknowledge that continuous and uninterrupted provision of services by the Employer and prompt and fair disposition of grievances are essential considerations for this Agreement.

The grievance and arbitration procedures set forth in this Agreement shall be and are the exclusive method of resolving any dispute, controversy, disagreement, complaint or grievance, and the Faculty Senate and its members acknowledge



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

- M. Violation of No Strike Pledge: Any employee who engages in any activity prohibited by the foregoing Section shall be subject to such disciplinary action as the Employer deems appropriate, up to and including discharge. The Faculty Senate acknowledges that discharge is an appropriate penalty for such violation. Any appeal to the Grievance Procedure shall be limited to the question of whether the employee or employees did, in fact, engage in any activity prohibited by the foregoing Section.
- N. No Lockout: The Employer agrees that it will not engage in a lockout during the term of this Agreement.

LETTER OF UNDERSTANDING

Because the counselor evaluation system is new with this contract, it is recognized by both parties that changes may be identified after implementation of this evaluation system. It, therefore, is recognized that a Memorandum of Agreement which requires agreement by both parties may be drafted to modify this system.

## ARTICLE XII

### Professional Compensation

- A. Salary Schedules: All faculty members are to be placed on the proper step on the appropriate salary schedule as defined in Appendix E. The salary schedules for 1991-92, 1992-93, 1993-94, 1994-95, and 1995-96 are listed in Appendix E. The academic calendars for 1993-94, 1994-95 and 1995-96 are listed in Appendix B.
- B. Salary Payment:
1. The salary of each instructor shall be paid in 26 bi-weekly paychecks or 20 bi-weekly paychecks at the option of the faculty member. The first normal bi-weekly pay date for each year of this contract will be Sept. 10, 1993, Sept. 16, 1994, and Sept. 15, 1995. Paychecks will be available after 3:00 p.m. the day before the scheduled bi-weekly payday. When a normal payday occurs on a day when school will not be in session, each paycheck shall be available in the administrative office until 4:00 p.m. of said normal payday and thereafter placed in the regular mail no later than 5:00 p.m. on the same day. If the administrative office is to be closed on said day, notification of paycheck distribution will be made in advance.
  2. Deductions may be authorized by the instructor and shall be executed for such items as:
    - a. Faculty Senate Dues



- b. Credit Unions
  - c. Annuity Programs
  - d. Faculty Senate Approved Financial Matters
3. The last paycheck of each academic year may be held until all contractual obligations are completed.
  4. The Board reserves the right to limit the number of different payees for which it will make deductions by requiring a minimum of ten (10) employees requesting said deduction per payee.

C. Supplemental Teaching:

1. Priority for teaching summer and overload courses will be given to full-time instructors in their normally taught subject areas.
2. If a full-time faculty member accepts a supplemental teaching assignment, excluding adult, continuing education or community service instructional courses or activities, beyond the basic load, the rate of compensation shall be \$500 per equated hour for the 1991-92 and 1992-93 academic years, \$525 per equated hour for the 1993-94 academic year, \$550 per equated hour for the 1994-95 academic year, and \$575 per equated hour for the 1995-96 academic year.
3. Supplemental salaries shall be paid according to the Method of Payment Option in the Supplemental Teaching/ Services Contract, Appendix G.
4. Payment for overload courses will normally begin during the Winter semester after the basic teaching load has

been satisfied.

5. The regular semester supplemental teaching load shall not exceed eight (8) equated hours per semester.

ARTICLE XIII

Institutional Development

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

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

## ARTICLE XIV

### Agreement Effectuation

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

ARTICLE XV

Miscellaneous

- A. In the writing and amending of its Board Policy Manual, the Board shall notify the Faculty Senate of any changes.
- B. If an instructor accepts a position of supervision or coordination of a student teacher or teaching intern, the instructor will receive an amount of money equal to that reimbursed to Mid Michigan Community College from the sending institution per academic semester per student or intern.
- C. Mileage reimbursement guidelines for full-time faculty are as follows:
  - 1. Reimbursable mileage is a consequence of excessive travel required of the faculty resulting from an administrative decision, other than office hours, grade grievance hearings (as the instructor involved), contract grievance meetings, general faculty meetings, department meetings, registration activities, committee meetings, mutually scheduled meetings with supervisors, advisory committee meetings, and other meetings and/or events necessary in accomplishing instructor responsibilities.
  - 2. Mileage will be paid for scheduled teaching assignments requiring more than five round trips per week.
  - 3. Mileage reimbursement shall be paid at the prevailing administrative rate as outlined in the Board of Trustees Policy Manual.

4. Mileage shall be paid for administratively approved field trips, seminars, conferences and workshops.
  5. Mileage reimbursement will be paid to instructors to attend meetings called by the administration outside the contractual period of the instructor; i.e., regular full-time or supplemental contracts.
- D. All faculty will be involved in institutional self-study committees for continued accreditation.



ARTICLE XVI

Duration of Agreement

The effective date of this Agreement shall be the date this Collective Bargaining Agreement is ratified by both parties, and shall continue in effect until August 22, 1996. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. This Agreement may be reopened at any time by mutual agreement of the Board of Trustees and the Faculty Senate. It is expressly understood that, unless there is specific language identifying a particular provision as retroactive, the provisions of this Agreement shall not be retroactive.

MID MICHIGAN COMMUNITY COLLEGE  
BOARD OF TRUSTEES:

MID MICHIGAN COMMUNITY COLLEGE  
FACULTY SENATE:

By: Betty M. Mussell  
Chair

By: Ann Allen  
President

Jayne McCall  
Secretary

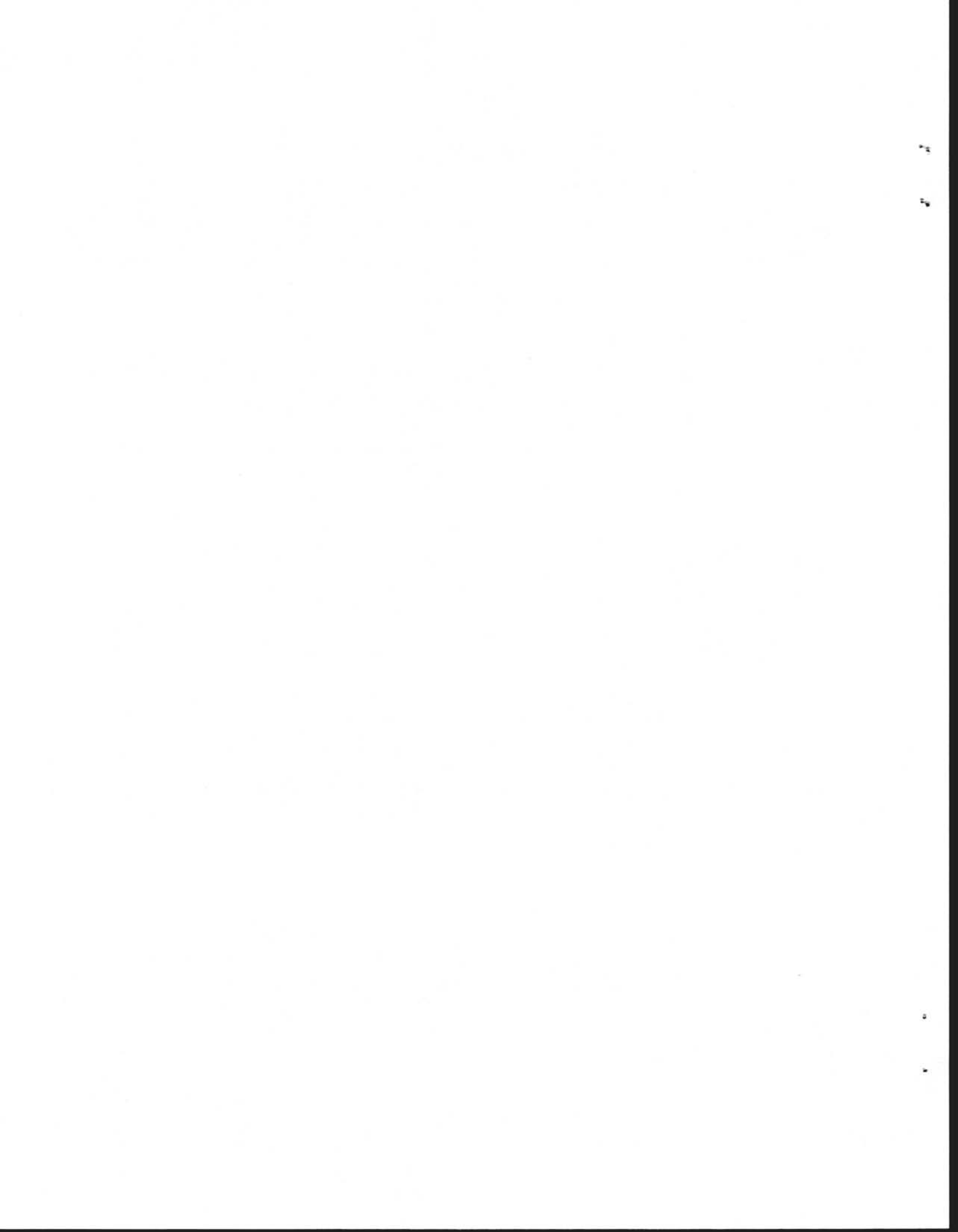
Larry Miller  
Chair, Negotiating Team

Negotiating Team Members:

Raymond Homer  
Michael T. Hutting

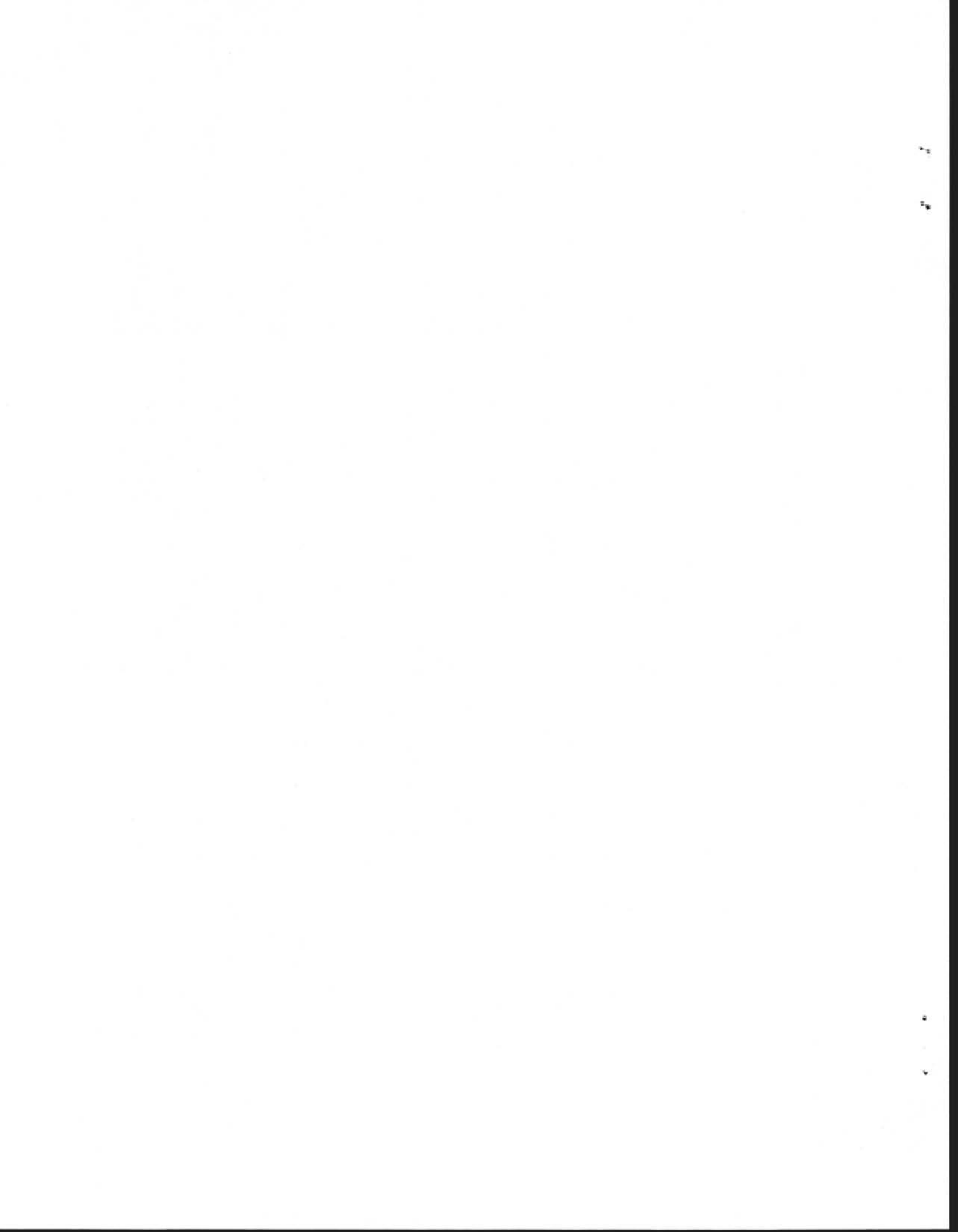
Negotiating Team Members:

Date of Signing: June 1, 1993



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## APPENDIX A

### Code of Ethics of the Education Profession

#### PREAMBLE

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

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

#### PRINCIPLE I

##### Commitment to the Student

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

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

1. Shall not, without just cause, restrain the student from independent action in his/her pursuit of learning, and shall not, without just cause, deny the student access to varying points of view.

2. Shall not deliberately suppress or distort subject matter for which he/she bears responsibility.
3. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
4. Shall conduct professional business in such a way that he/she does not expose the student to unnecessary embarrassment or disparagement.
5. Shall not, on the grounds of race, color, creed, sex or natural origin, exclude any student from participating in or deny him/her benefits under any program, nor grant any discriminatory consideration or advantage.
6. Shall not use professional relationships with students for private advantage.
7. Shall keep in confidence information that has been obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.
8. Shall not tutor for remuneration students assigned to his/her classes unless no other qualified teacher is reasonably available.

## PRINCIPLE II

### Commitment to the Public

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

opportunities for all and for interpreting educational programs and policies to the public.

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

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

### PRINCIPLE III

#### Commitment to the Profession

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



planning, and programs of professional organizations.

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

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

#### PRINCIPLE IV

##### Commitment to Professional Employment Practices

The educator regards the employment agreement as a pledge to be executed both in spirit and in fact in a manner consistent with the

highest ideas of professional service. He/she believes that sound professional personnel relationships with governing boards are built upon personal integrity, dignity, and mutual respect. The educator discourages the practice of his/her profession by unqualified persons.

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

1. Shall apply for, accept, offer or assign a position or responsibility on the basis of professional preparation and legal qualifications.
2. Shall apply for a specific position only when it is known to be vacant, and shall refrain from underbidding or commenting adversely about other candidates.
3. Shall not knowingly withhold information regarding a position from an applicant, or misrepresent an assignment or conditions of employment.
4. Shall give prompt notice to the employing agency of any change in availability of service, and the employing agency shall give prompt notice of change in availability or nature of position.
5. Shall adhere to the terms of a contract or appointment, unless these terms have been legally terminated, falsely represented or substantially altered by unilateral action of the employing agency.
6. Shall not delegate assigned tasks to unqualified personnel.
7. Shall permit no commercial exploitation of his/her professional position.
8. Shall use time granted for the purpose for which it is granted.

APPENDIX B

1993-1994 ACADEMIC CALENDAR

Spring Session 1993

Classes Begin ..... May 16, 1993  
No Classes (Memorial Day) ..... May 30, 1993  
Classes End ..... June 3, 1993

Summer Session 1993

Classes Begin ..... June 7, 1993  
No Classes ..... July 5, 1993  
Classes End ..... July 23, 1993

Fall Session 1993

Faculty Orientation Day ..... August 23, 1993  
Classes Begin ..... August 28, 1993  
No Classes  
    Labor Day ..... September 6, 1993  
    Thanksgiving Recess [5 pm Wed/8 am Mon] ..... November 24-28, 1993  
Classes End ..... December 17, 1993

Winter Session 1994

Faculty Orientation Day ..... January 10, 1994  
Classes Begin ..... January 13, 1994  
No Classes  
    Spring Recess ..... March 5-11, 1994  
    Good Friday ..... April 1, 1994  
Classes End ..... May 6, 1994  
Commencement ..... May 7, 1994

APPENDIX B

1994-1995 ACADEMIC CALENDAR

Spring Session 1994

Classes Begin ..... May 15, 1994  
No Classes (Memorial Day) ..... May 29, 1994  
Classes End ..... June 2, 1994

Summer Session 1994

Classes Begin ..... June 13, 1994  
No Classes ..... July 4, 1994  
Classes End ..... July 29, 1994

Fall Session 1994

Faculty Orientation Day ..... August 22, 1994  
Classes Begin ..... August 27, 1994  
No Classes  
    Labor Day ..... September 5, 1994  
    Thanksgiving Recess [5 pm Wed/8 am Mon] ..... November 23-27, 1994  
Classes End ..... December 16, 1994

Winter Session 1995

Faculty Orientation Day ..... January 9, 1995  
Classes Begin ..... January 12, 1995  
No Classes  
    Spring Recess ..... March 4-10, 1995  
    Good Friday ..... April 14, 1995  
Classes End ..... May 5, 1995  
Commencement ..... May 6, 1995

APPENDIX B

1995-1996 ACADEMIC CALENDAR

Spring Session 1995

Classes Begin ..... May 13, 1995  
No Classes (Memorial Day) ..... May 26, 1995  
Classes End ..... May 31, 1995

Summer Session 1995

Classes Begin ..... June 12, 1995  
No Classes ..... July 4, 1995  
Classes End ..... July 27, 1995

Fall Session 1995

Faculty Orientation Day ..... August 21, 1995  
Classes Begin ..... August 26, 1995  
No Classes  
    Labor Day ..... September 4, 1995  
    Thanksgiving Recess [5 pm Wed/8 am Mon] ..... November 22-26, 1995  
Classes End ..... December 15, 1995

Winter Session 1996

Faculty Orientation Day ..... January 8, 1996  
Classes Begin ..... January 11, 1996  
No Classes  
    Spring Recess ..... March 2- 8, 1996  
    Good Friday ..... April 5, 1996  
Classes End ..... May 3, 1996  
Commencement ..... May 4, 1996

APPENDIX B

1996-1997 ACADEMIC CALENDAR

Spring Session 1996

Classes Begin ..... May 12, 1996  
No Classes (Memorial Day) ..... May 27, 1996  
Classes End ..... May 30, 1996

Summer Session 1996

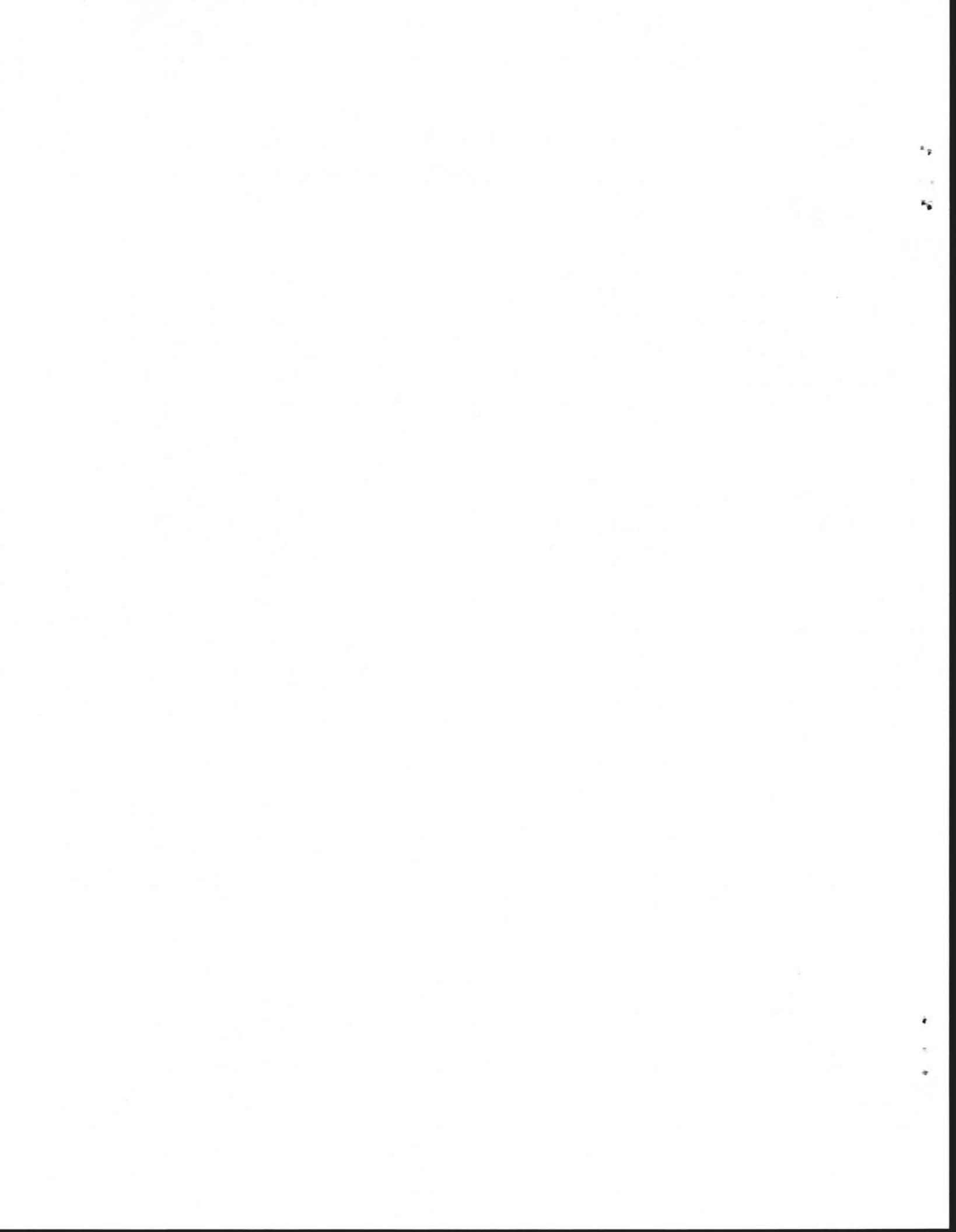
Classes Begin ..... June 10, 1996  
No Classes ..... July 4, 1996  
Classes End ..... July 25, 1996

Fall Session 1996

Faculty Orientation Day ..... August 19, 1996  
Classes Begin ..... August 24, 1996  
No Classes  
    Labor Day ..... September 2, 1996  
    Thanksgiving Recess [5 pm Wed/8 am Mon] ..... November 27- 1, 1996  
Classes End ..... December 13, 1996

Winter Session 1997

Faculty Orientation Day ..... January 6, 1997  
Classes Begin ..... January 9, 1997  
No Classes  
    Spring Recess ..... March 1- 7, 1997  
    Good Friday ..... March 28, 1997  
Classes End ..... May 2, 1997  
Commencement ..... May 3, 1997





# GRIEVANCE REPORT FORM

Grievance # \_\_\_\_\_ Mid Michigan Community College

*(Submit to Supervisor in Duplicate)*

**Distribution of Form**

- 1. Vice Pres. for Adm. Affairs
- 2. Dean of Instruction
- 3. Faculty Senate
- 4. Grievant

Name of Grievant

Duty Assignment

Date Filed

## STEP I

A. Date Cause of Grievance Occurred: \_\_\_\_\_

B. 1. Statement of Grievance: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

2. Clause of Contract alleged to be violated: \_\_\_\_\_

\_\_\_\_\_

3. Relief Sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature Date

C. Disposition by Dean of Instruction: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Dean of Instruction Date

D. Disposition by Grievant and/or Faculty Senate: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

## STEP II

A. Date Received by Vice President for Instruction & Support Services: \_\_\_\_\_

Date

If additional space is needed in reporting  
Section B of STEP I, attach an additional sheet.

(Continued on reverse side)

# Grievance Report Form

B. Disposition by Vice President for Instruction & Support Services: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signature

Date

C. Position of Grievant and/or Faculty Senate: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signature

Date

## STEP III

A. Date Received by President: \_\_\_\_\_

B. Disposition by President: \_\_\_\_\_

\_\_\_\_\_

Signature

Date

## STEP IV

A. Date: (1) Referred to Mediator: \_\_\_\_\_

(2) Bypassed: \_\_\_\_\_

B. Date of Mediation Hearing: \_\_\_\_\_

C. Position of Grievant and/or Faculty Senate: \_\_\_\_\_

\_\_\_\_\_

Signature

Date

## STEP V

A. Date Submitted to Arbitration: \_\_\_\_\_

B. Disposition by Arbitrator: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Arbitrator

Date

## APPENDIX D

### Experience Credit Awards for Determining Initial Placement On Full-Time Faculty Salary Schedule

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

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

of sufficient additional credits and/or degrees from a fully accredited college or university directly pertaining to their subject matter field of employment at MMCC, as documented by the instructor.

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

## APPENDIX E

## SALARY SCHEDULE

MID MICHIGAN COMMUNITY COLLEGE

1991-1992

STEP	BACHELOR	MASTER	MASTER +30	MASTER +60	PH.D DEGREE
1	21,878	23,348	24,718	26,088	27,460
2	22,735	24,307	25,677	27,049	28,419
3	23,592	25,266	26,637	28,008	29,378
4	24,448	26,226	27,596	28,968	30,338
5	25,305	27,185	28,556	29,927	31,297
6	26,162	28,145	29,515	30,886	32,257
7	27,018	29,104	30,475	31,846	33,216
8	27,875	30,064	31,434	32,805	34,176
9	28,732	31,023	32,393	33,765	35,135
10	29,588	31,983	33,353	34,724	36,095
11	30,445	32,942	34,312	35,684	37,054
12	31,302	33,901	35,272	36,643	38,013
13	32,157	34,861	36,231	37,603	38,973
14	33,014	35,820	37,191	38,562	39,932
15	33,871	36,780	38,150	39,521	40,892
16	34,728	37,739	39,110	40,481	41,851
17	35,584	38,699	40,069	41,440	42,811
18	36,441	39,658	41,028	42,400	43,770
19	37,298	40,618	41,988	43,359	44,730
20	38,154	41,577	42,947	44,319	45,689

## APPENDIX E

## SALARY SCHEDULE

MID MICHIGAN COMMUNITY COLLEGE

1992-1993

STEP	BACHELOR.	MASTER	MASTER +30	MASTER +60	PH.D DEGREE
1	22,644	24,165	25,583	27,001	28,421
2	23,531	25,158	26,576	27,995	29,414
3	24,418	26,151	27,569	28,988	30,407
4	25,303	27,144	28,562	29,981	31,400
5	26,190	28,137	29,555	30,974	32,393
6	27,077	29,130	30,548	31,967	33,386
7	27,963	30,123	31,541	32,961	34,379
8	28,850	31,116	32,534	33,954	35,372
9	29,737	32,109	33,527	34,947	36,365
10	30,623	33,102	34,520	35,940	37,358
11	31,510	34,095	35,513	36,933	38,351
12	32,397	35,088	36,506	37,926	39,344
13	33,283	36,081	37,499	38,919	40,337
14	34,170	37,074	38,492	39,912	41,330
15	35,057	38,067	39,485	40,905	42,323
16	35,944	39,060	40,478	41,898	43,316
17	36,830	40,053	41,471	42,891	44,309
18	37,717	41,046	42,464	43,884	45,302
19	38,604	42,039	43,457	44,877	46,295
20	39,490	43,032	44,450	45,870	47,288

## APPENDIX E

## SALARY SCHEDULE

MID MICHIGAN COMMUNITY COLLEGE

1993-1994

STEP	BACHELOR	MASTER	MASTER +30	MASTER +60	PH.D DEGREE
1	23,436	25,010	26,478	27,946	29,415
2	24,354	26,038	27,506	28,975	30,443
3	25,272	27,066	28,534	30,003	31,471
4	26,189	28,094	29,562	31,031	32,499
5	27,107	29,122	30,590	32,059	33,527
6	28,025	30,149	31,617	33,086	34,554
7	28,942	31,177	32,645	34,114	35,582
8	29,860	32,205	33,673	35,142	36,610
9	30,778	33,233	34,701	36,170	37,638
10	31,695	34,260	35,728	37,197	38,665
11	32,613	35,288	36,756	38,225	39,693
12	33,531	36,316	37,784	39,253	40,721
13	34,448	37,344	38,812	40,281	41,749
14	35,366	38,372	39,840	41,309	42,777
15	36,284	39,399	40,867	42,336	43,804
16	37,202	40,427	41,895	43,364	44,832
17	38,119	41,455	42,923	44,392	45,860
18	39,037	42,483	43,951	45,420	46,888
19	39,955	43,511	44,978	46,448	47,915
20	40,872	44,538	46,006	47,475	48,943



## APPENDIX E

## SALARY SCHEDULE

## MID MICHIGAN COMMUNITY COLLEGE

1994-1995

STEP	BACHELOR	MASTER	MASTER +30	MASTER +60	PH.D DEGREE
1	24,256	25,886	27,405	28,924	30,445
2	25,206	26,950	28,469	29,989	31,509
3	26,157	28,013	29,533	31,053	32,572
4	27,106	29,077	30,596	32,117	33,636
5	28,056	30,141	31,660	33,181	34,700
6	29,006	31,205	32,724	34,244	35,764
7	29,955	32,268	33,788	35,308	36,827
8	30,905	33,332	34,851	36,372	37,891
9	31,855	34,396	35,915	37,436	38,955
10	32,804	35,460	36,979	38,499	40,019
11	33,754	36,523	38,043	39,563	41,082
12	34,705	37,587	39,106	40,627	42,146
13	35,654	38,651	40,170	41,691	43,210
14	36,604	39,715	41,234	42,754	44,274
15	37,554	40,778	42,298	43,818	45,337
16	38,504	41,842	43,361	44,882	46,401
17	39,453	42,906	44,425	45,946	47,465
18	40,403	43,970	45,489	47,009	48,529
19	41,353	45,033	46,553	48,073	49,593
20	42,302	46,097	47,616	49,137	50,656

## APPENDIX E

## SALARY SCHEDULE

MID MICHIGAN COMMUNITY COLLEGE

1995-1996

STEP	BACHELOR	MASTER	MASTER +30	MASTER +60	PH.D DEGREE
1	25,105	26,792	28,364	29,937	31,511
2	26,089	27,893	29,465	31,039	32,611
3	27,072	28,994	30,566	32,140	33,712
4	28,054	30,095	31,667	33,241	34,813
5	29,038	31,196	32,768	34,342	35,914
6	30,021	32,297	33,869	35,443	37,015
7	31,003	33,398	34,970	36,544	38,116
8	31,987	34,499	36,071	37,645	39,217
9	32,970	35,600	37,172	38,746	40,318
10	33,952	36,701	38,273	39,847	41,419
11	34,936	37,802	39,374	40,948	42,520
12	35,919	38,903	40,475	42,049	43,621
13	36,901	40,004	41,576	43,150	44,722
14	37,885	41,105	42,677	44,251	45,823
15	38,868	42,206	43,778	45,352	46,924
16	39,852	43,307	44,879	46,453	48,025
17	40,834	44,408	45,980	47,554	49,126
18	41,817	45,509	47,081	48,655	50,227
19	42,801	46,610	48,182	49,756	51,328
20	43,783	47,711	49,283	50,857	52,429

- Sabbatical Leave beyond the stipulated salary if, in its judgment, the proposal warrants such support.
8. All Master Contract provisions shall remain in effect during Sabbatical Leaves excepting those provisions referring to tuition payments and leaves for sickness or other reasons for leave of absence.
  9. Evidence of satisfactory completion of the Sabbatical Program shall be presented to the Board of Trustees by the Sabbatical Selection Committee in consultation with the President and the Vice President.
  10. Those recipients who are pursuing a Sabbatical Leave beyond a given school year shall not be cause for delay in further Sabbatical appointments.
  11. Sabbatical Leave may be granted to the same person seven academic years following completion of the previous Sabbatical Leave.
  12. Every effort will be made to avoid continuous summer session Sabbatical Leaves in order to assure availability of full-time faculty members for summer session instruction.
  13. Careful consideration of the financial status of the College will be given by the Faculty Sabbatical Selection Committee and all parties involved in the determination before final decisions are made.
  14. All guidelines for Sabbatical Leave shall become an addendum to the Mid Michigan Community College Master Contract.

## APPENDIX E

## SALARY SCHEDULE

MID MICHIGAN COMMUNITY COLLEGE

1995-1996

STEP	BACHELOR	MASTER	MASTER +30	MASTER +60	PH.D DEGREE
1	25,105	26,792	28,364	29,937	31,511
2	26,089	27,893	29,465	31,039	32,611
3	27,072	28,994	30,566	32,140	33,712
4	28,054	30,095	31,667	33,241	34,813
5	29,038	31,196	32,768	34,342	35,914
6	30,021	32,297	33,869	35,443	37,015
7	31,003	33,398	34,970	36,544	38,116
8	31,987	34,499	36,071	37,645	39,217
9	32,970	35,600	37,172	38,746	40,318
10	33,952	36,701	38,273	39,847	41,419
11	34,936	37,802	39,374	40,948	42,520
12	35,919	38,903	40,475	42,049	43,621
13	36,901	40,004	41,576	43,150	44,722
14	37,885	41,105	42,677	44,251	45,823
15	38,868	42,206	43,778	45,352	46,924
16	39,852	43,307	44,879	46,453	48,025
17	40,834	44,408	45,980	47,554	49,126
18	41,817	45,509	47,081	48,655	50,227
19	42,801	46,610	48,182	49,756	51,328
20	43,783	47,711	49,283	50,857	52,429

APPENDIX F

Mid Michigan Community College  
Harrison, Michigan 48625

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

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

The term of such employment shall commence with the school year beginning \_\_\_\_\_, 19\_\_\_\_, and shall continue until \_\_\_\_\_, 19\_\_\_\_, as provided in the rules and regulations of the Board and the Master Agreement agreed to by the Board and the Mid Michigan Faculty Senate.

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this contract (in duplicate) the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 19\_\_\_\_.

Instructor

Mid Michigan Community College Board

\_\_\_\_\_  
Name

\_\_\_\_\_  
Board Chairperson

\_\_\_\_\_  
Address

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
City

APPENDIX G

Mid Michigan Community College  
Harrison, Michigan 48625

Account No: \_\_\_\_\_

SUPPLEMENTAL TEACHING/SERVICES CONTRACT

- Overload Contract (Blue)  
Semester \_\_\_\_\_ 19\_\_\_\_
- Summer Contract 19\_\_\_\_ (Canary)
- Other Services (Buff)

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

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

The term of the employment shall be from \_\_\_\_\_, 19\_\_\_\_, to \_\_\_\_\_, 19\_\_\_\_.

**COURSE INFO:**

The course to be taught is entitled \_\_\_\_\_, Sect.# \_\_\_\_\_  
 The number of equated hours is \_\_\_\_\_.  
 Place of class meeting \_\_\_\_\_.  
 Time of class meeting \_\_\_\_\_.

**DESCRIPTION OF OTHER SERVICES:** \_\_\_\_\_

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

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

IN WITNESS WHEREOF, the parties have executed this contract this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_\_.

Instructor

Mid Michigan Community College

(Name)

(Date)

(President)

(Date)

**METHOD OF PAYMENT:**

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

## APPENDIX H

### Guidelines for Sabbatical Leave

1. All faculty proposals for Sabbatical Leave must be submitted to the Faculty Senate Sabbatical Leave Committee Chairperson by October 1 of the calendar year preceding the beginning date of the requested leave. The proposal must explain completely how the individual has planned to use the Sabbatical for self-enrichment in the respective teaching area so that the instructor's ability to serve the students and the philosophy of the College will be enhanced upon the instructor's return. The Committee will study the proposal and the candidate will be asked to appear at a Committee meeting to assist in final clarification of the proposal. The Committee will notify selected candidates and forward its recommendations to the Board of Trustees by December 1 of the calendar year preceding the beginning date(s) of the recommended proposal(s).
2. The following criteria will be considered by the Committee in evaluating each request and rationale for Sabbatical Leave:
  - A. Graduate Degree Work
    1. Ph.D.
    2. Specialist
    3. Second Master's Degree
  - B. Specific Non-Degree Program.
    1. Taking additional graduate hours in the instructor's teaching area as a full-time student (not to be used to meet conditions of employment).
    2. Taking additional hours in the instructor's teaching area as a full-time student.
  - C. Individual proposal for research or writing for the purpose



of the improvement of the instructor's teaching responsibilities, work experience or institutional betterment.

- D. Seniority, based on beginning date of contractual duties as a full-time instructor, provided the instructor has offered a proposal each year of eligibility.
3. The Faculty Sabbatical Committee, President, Vice President, and Board of Trustees shall agree that an individual Sabbatical Leave proposal meets the criteria as determined by the stated guidelines, and shall notify the candidate six months prior to the beginning of the Sabbatical Leave. Should disagreement occur, the Sabbatical Selection Committee, in consultation with the administration, will reconsider the recommendations and present their decision to the Board of Trustees.
  4. A Sabbatical Leave shall not be granted until the proposed recipient has completed fourteen normal semesters of contracted teaching as a full-time instructor.
  5. If so requested by the Board of Trustees, the Sabbatical candidate shall present the proposal personally or in writing to the Board of Trustees, following endorsement by the Sabbatical Selection Committee.
  6. Financial remuneration for Sabbatical Leave shall be made in accord with regular College pay periods, limited to an amount determined by ascertaining one-half the annual teaching contract of the Sabbatical recipient at the time of the application.
  7. The Board of Trustees may further financially support the

Sabbatical Leave beyond the stipulated salary if, in its judgment, the proposal warrants such support.

8. All Master Contract provisions shall remain in effect during Sabbatical Leaves excepting those provisions referring to tuition payments and leaves for sickness or other reasons for leave of absence.
9. Evidence of satisfactory completion of the Sabbatical Program shall be presented to the Board of Trustees by the Sabbatical Selection Committee in consultation with the President and the Vice President.
10. Those recipients who are pursuing a Sabbatical Leave beyond a given school year shall not be cause for delay in further Sabbatical appointments.
11. Sabbatical Leave may be granted to the same person seven academic years following completion of the previous Sabbatical Leave.
12. Every effort will be made to avoid continuous summer session Sabbatical Leaves in order to assure availability of full-time faculty members for summer session instruction.
13. Careful consideration of the financial status of the College will be given by the Faculty Sabbatical Selection Committee and all parties involved in the determination before final decisions are made.
14. All guidelines for Sabbatical Leave shall become an addendum to the Mid Michigan Community College Master Contract.