

# 2016-19 Agreement between Jackson College and the JCC Faculty Association (JCCFA)

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## **Master Agreement**

This Agreement entered into this 12<sup>th</sup> day of December, 2016, by and between the Board of Trustees of Jackson College, Jackson, Michigan, operating under Act 331, P.A. 1966, as amended, of the State of Michigan, hereinafter called the "College Board" and the Jackson Community College Faculty Association, hereinafter called the "Association," affiliated with the Jackson County Education Association, Michigan Education Association and the National Education Association.

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

### **ARTICLE I -- Recognition**

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

The following employees are excluded from this agreement: adjunct instructors/faculty, officers of the College, other administrative and supervisory personnel, the supervising Dean, anyone performing administrative or supervisory functions of the College and any other employee whose terms and conditions of work are covered by another bargaining unit.

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

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

### **ARTICLE II – Rights of the College Board and College President**

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

regulations as set forth in the Constitution and the laws of the State of Michigan and of the United States.

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

A. Right to Organize

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

In accordance with PA 347 of 2012, neither the Association nor the College shall coerce, threaten, or otherwise pressure any employee to join or not join the Association.

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

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

D. Use of Facilities

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

E. Association Office

The College agrees to make available a room in one of the College buildings suitable for use as an Association office. Duly authorized representatives of the Association shall be permitted to transact official Association business on College property; but this shall neither interfere with nor interrupt College operations. The Association agrees to pay the cost of installing and maintaining private telephone service.

F. Use of Facilities and Equipment

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



- G. Association Communications  
Bulletin boards in faculty lounges and offices and other established media of faculty communication including electronic media shall be made available to the Association for official Association business.
- H. Requests for Information  
The College shall furnish to the President of the Association, or his/her designee, information concerning the professional staffing and financial resources of the College; agendas, minutes and all attachments of all public Board meetings; treasurer's reports; enrollment data; names and addresses and position on the salary schedule of all professional personnel in the bargaining unit. Other information which will assist in collective bargaining or the processing of a grievance will be furnished when requested by the Association.
- I. Operational Changes  
The College President shall notify the Association as soon as possible concerning any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration.
- J. Non-Discrimination  
The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious, nor discriminatory, and without regard to race, creed, national origin, age, gender, marital status, religion, sexual orientation or political affiliation.
- K. Equal Opportunity/Diversity  
The College and the Association, in recognition of the desirability of multi-ethnic representation on the faculty, hereby mutually recognize their commitment to the diversity of Jackson College and the goal of having a diverse workforce meeting the general characteristics of the population of Jackson tri-county service area.
- L. Loyalty Oath  
All professional staff must submit the following notarized statement as required by the State of Michigan.  
  
"I do solemnly swear (or affirm) that I will support the constitution of the United States of America and the constitution of the State of Michigan, and that I will faithfully discharge the duties of my position, according to the best of my ability."
- M. Private Life  
The private and personal life of any instructor is not within the appropriate concern or attention of the College. A faculty member shall not use his/her position in a manner that will discredit the College. Exceptions to this will be in the case of off-duty conduct that is affecting the workplace (e.g. harassment investigations).
- N. Report to the College Board  
A report from the Association President or his/her designated representative shall appear on the Agenda of all College Board of Trustees meetings if requested prior to the start of the meeting. Such a report shall be discussed with the College President, or his/her designated representative, before being placed on the College Board Agenda. Whenever possible, notice shall be given two (2) business days prior to the start of the meeting.

- O. Duties of Faculty Association President  
The responsibility of the President of the Faculty Association shall be taken into consideration in the assignment of his/her class load and schedule. No extra-duty assignments or overload will be made unless requested by him/her.
- P. Selection of College President  
The faculty will be consulted regarding the selection of the College President whenever such position is vacant or a successor is to be selected for the incumbent.
- Q. Rules and Regulations  
Instructors are expected to comply with reasonable rules, regulations and directions adopted by the College or its representatives from time to time which are not inconsistent with the provisions of the Agreement, although a faculty member may reasonably refuse to work under conditions which threaten physical safety or well-being.
- S. Instructor's Title
1. Annual Contract Faculty  
All annual contract faculty shall be granted the title of Instructor.
  2. Learning Facilitators  
All Learning Facilitators shall be granted the title of Learning Facilitator.
  2. Continuing Contract Faculty  
The following titles shall be granted to instructors who are serving on Continuing Contracts:

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

## **ARTICLE IV – Payroll Deductions**

### **A. Association Dues**

1. Instructors may, at any time, sign and deliver to the Human Resources Office and the Treasurer of the Association, an assignment authorizing deduction of continuing membership for Association dues. Upon notification from the Association treasurer, the College shall establish the deduction. Authorization shall continue in effect unless such authorization is formally revoked in writing by the instructor and copies thereof delivered to the Treasurer of the Association and to the payroll office.
2. The deductions of membership dues shall be made from twenty (20) consecutive bi-weekly payroll checks, beginning in September. The College agrees to remit all moneys so deducted according to the directions of the Executive Board of the Association, accompanied by a list of instructors from whom the deductions have been made.
3. The Association assumes full responsibility for the validity and legality of such employee's deductions as are made by the College pursuant to this section.
4. **Representation Fee**  
In lieu of Association membership, full-time instructors may sign an authorization of deduction for an amount equivalent to the Association dues as a representation fee and deliver such authorization to the Human Resources Office with a copy to the Association Treasurer. Upon notification from the Association treasurer, the College shall establish the deduction.

### **B. Other**

1. Payroll deductions are also authorized for United Way, U.S. Government Savings Bonds, group insurance premiums, insurance premiums Association Dues, and any other deductions mutually agreed upon.
2. Payroll deductions are authorized for contract reductions for tax sheltered annuities (403(b) and 457(b) plans).

## ARTICLE V – Conditions of Work

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

### A. Duties and Responsibilities

It is acknowledged that the primary duty and responsibility of each instructor is to teach and that the organization of the College and the College day should be directed at insuring that the instructor is primarily utilized to this end. In addition to teaching duties, non-teaching activities which are part of the professional domain are also considered part of the responsibility of full-time faculty as found in the faculty job description on file in the Human Resources office.

### B. Professional Domain

#### 1. Teaching Assignment

##### a. Instructional Load

Each instructor will be responsible for a teaching load from 33 to 35 contact hours (including any credit-bearing course and/or release hours) annually which equates to one hundred and fifty (150) days. The maximum load that an instructor may teach in any one enrollment period is 25 contact hours. Concurrence of the supervising dean is required for loads in excess of 22 contact hours.

##### b. Reduced Load

An instructor may choose, with the concurrence of the supervising Dean, to carry a load below the required annual total. In doing so, the faculty member elects to take a proportional reduction in pay based on the teaching load carried. Faculty may elect to have an annual assignment of no less than 24 contact hours.

##### c. Office Hours

(1) Sufficient time is to be given to office hours in order to allow time for individual conferences for those students requiring special help and for developing materials necessary for effective instruction. A full-time instructor as defined in Section B(1)(a) above, teaching in any semester is expected to schedule approximately ten (10) office hours each week. Scheduling of office hours will take into consideration the number of courses an instructor is teaching in the enrollment period. The method and location of office hours should be approximately proportional to the teaching load, with a minimum of three (3) hours per week available for face-to-face at the primary office location.

(2) Syllabi shall be submitted to the supervising Dean prior to the beginning of each class start.

##### d. Determination of Assignment

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

- (1) Number of different course preparations
- (2) Type of classroom activity
- (3) Institutional responsibility including committee work
- (4) Type of student evaluation

- (5) New course preparation
- (6) Academic Advising
- (7) Curriculum development
- (8) Teaching of credit-bearing special training courses, seminars and workshops
- (9) Internships
- (10) Release Time
- (11) Location of Assignment

e. Release Time for New Faculty

It is the expectation that a new faculty member may receive a load reduction in the first semester of the second year of their employment. Expectations related to the use of release time are determined by the Supervising Dean in consultation with the faculty member and their Department Chair in accordance with requirements for annual contract faculty as delineated in the Faculty Manual found in Appendix F.

f. Course Cancellations – Notification of Department Chair

Department chairs will be notified of any course cancellations in their department.

g. Course Cancellations – Effect on Instructor’s Load

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

- (1) Bump an adjunct instructor and assume that class in the semester in which the cancellation occurred, or
- (2) Pick up an additional class in a subsequent semester, or
- (3) Accept assignment of other non-teaching work as assigned by the supervising Dean.

If none of the above options are possible, the faculty member shall suffer no reduction in wages unless he or she chooses to carry a reduced load pursuant to Article V.B.1.b.

h. Prison Assignment

No full-time faculty member may be assigned to provide instruction in a prison facility without his/her consent, unless said full-time faculty member was hired with the expectation that he/she was to teach in a prison facility. This shall be determined by a review of the job posting that resulted in his/her hire at the College.

2. Non-Teaching Assignments

In addition to the classroom days (Article V.B.1.a) each instructor will also be responsible for an additional twenty-one (21) days (total 171 days).

a. Learning Days (10 days)

Will be devoted to institutional activities, including commencement, and scheduled on the academic calendar (Appendix C). The content of these days will be designated by the College President or his/her designee and jointly planned by the supervising Dean and the Faculty Professional Development Committee and the Workforce Focus Committee.

- b. Professional Responsibility Days (11 days/77 clock hours)  
Professional Responsibility days are provided to faculty for the purpose of completing their Annual Professional Responsibilities Plan (APRP). These responsibilities will be planned and reported on an annual professional responsibilities matrix (See Appendix D). The Faculty Manual defining the professional domain and the annual professional responsibilities matrix will found in Appendix F.
3. Overloads
- a. Definition of Overload  
For purposes of pay, any assignment during the fall and winter semesters in excess of 35 contact hours shall be considered an overload.
  - b. Spring/Summer Overload  
If the instructor has taught at least 33 hours during the fall and winter semesters, all hours taught during the spring/summer semester, if any, shall be compensated at the overload rate.
  - c. Maximum Overloads  
Maximum overloads shall be as specified in Article V.B.1.a.
  - d. Overload Contracts  
Overload assignments will be authorized on supplementary contracts clearly stating the amount of the overload and compensation. Supplementary contracts will be issued fifteen (15) calendar days from the start of the course.
  - e. Instructor Interest in Overload  
Full-time instructors interested in teaching an overload may so specify during the departmental planning of the schedule. If the instructor desires to teach any course(s) which would constitute an overload at any time other than the planning of the schedule he/she should contact his/her department chair and the supervising Dean.
  - f. Overloads Outside of an Instructor's Primary Teaching Area  
The supervising Dean in consultation with the affected Department Chair shall determine instructor qualifications if the overload is not within the instructor's current discipline. Full-time instructors shall have first refusal for overloads within the instructor's primary teaching area. The Dean shall then authorize overload contracts based on the above. The rate of pay is specified in Appendix E.
  - g. Payment for Overload  
Overload cannot be earned in the first semester an instructor works in any given year. Payment for overload can begin as soon as the adds and drops have been finalized in the second semester. Payout will be prorated over the remainder of the semester that the overload occurs unless the faculty member requests to be paid over the balance of the contract year. Such requests must be made in writing to Human Resources prior to overload contracts being issued.
4. Changes in Assignment  
Changes in assignment may be made by the supervising Dean as enrollment circumstances dictate. The instructor will be informed immediately of such changes. If unavailable, the instructor will be notified by U.S. Mail.

5. Course Preparation  
Courses not previously taught by the instructor will be assigned no less than fifty-five (55) days prior to the beginning of the course, unless agreed to in writing by the instructor. Assignment of new course preparation shall be arranged within each department.
6. Class Size
  - a. Taxonomy  
Standards for class size in each department of the College shall be established in the taxonomy by mutual agreement in writing between the supervising Dean and the Department Chair concerned. In the event no agreement is reached, class size shall be assigned but subject to the grievance procedure. Class size shall be established on the basis of equity and fairness consistent with maintaining the quality of instruction at a Community College level. Based on enrollment demand, the administration may increase the capacity of appropriate courses by up to two (2) students. Labs and clinicals that are dependent on work stations and/or regulations are exempt.
  - b. Internet-Based Learning  
Class size for an instructor teaching a particular course in an internet based learning format for the first time shall be capped at twenty (20) students for the first section. Class size for additional sections of that internet based learning course shall be capped at thirty (30) students.
  - c. Class Overloads  
Instructors may increase established class sizes per registration period by admitting students in writing or by otherwise authorizing the administration. Registration period is defined as lasting until the add/drop time is completed.
7. Nursing Faculty
  - a. Load for Clinical Assignments  
Instructors who make clinical assignments in advance of actual clinical contact hours will receive one (1) contact hour per enrollment period on their load.
  - b. Clinical Class Size  
The clinical class sizes shall not exceed ten (10) students.
  - c. Conditions of Work  
Except as expressly provided by this section, nursing faculty conditions of work are as stated in this Agreement.
8. Librarian
  - a. Schedule  
The librarian's schedule will generally be arranged on a thirty-five (35) hour work week in the library, exclusive of lunch time. However, additional compensation (each clock hour will be compensated as stated in Appendix E) will be given when additional time (in excess of 1190 hours annually) is scheduled by the supervising Dean. Librarians may be requested to work up to 420 additional hours. Such additional hours are subject to Article V.8.c.  
  
Librarian's schedules will vary according to need. The minimum hours worked annually will be 1190 and may include evenings and weekends.
  - b. APRP & Professional Responsibilities  
In addition, Librarians are required to submit an APRP and complete the required professional responsibility days (see Article V.B.2.b).

- c. Annual Assignment  
Each year prior to the beginning of fall semester the librarian and supervising dean will agree, in writing, on a schedule that provides coverage for the academic year (fall, winter and spring/summer semesters).
  - d. Teaching Duties
    - (1) If librarians teach as part of their regular work week the time will be pro-rated at two times the contact hours of the class in arriving at the full work week load.
    - (2) Librarians may teach in addition to their regular work week with the approval of the supervising Dean and will be compensated at the instructional overload rate as defined in Appendix E.
9. Center For Student Success Faculty
- a. Schedule  
The schedule for Center for Student Success (CSS) faculty will generally be arranged on a thirty-five (35) hour work week, exclusive of lunch time. However, these faculty members may be required to work up to 420 additional hours with additional compensation (each additional clock hour in excess of 1190 will be compensated as stated in Appendix E).  
  
Schedules for CSS will vary according to need. The minimum hours worked annually will be 1190 and may include evenings and weekends. Dates of work will be spread across the academic calendar including fall, winter and spring/summer semesters.
  - b. APRP & Professional Responsibilities  
In addition, CSS faculty are required to submit an APRP and complete the required professional responsibility days (see Article V.B.2.b).
  - c. Annual Assignment  
Each year prior to the beginning of Fall semester the CSS Faculty and supervising dean will agree, in writing, on a schedule that provides coverage for the academic year (fall, winter and spring/summer semesters).
  - d. Teaching Duties
    - (1) If CSS faculty teach as part of their regular work week the time will be pro-rated at two times the contact hours of the class in arriving at the full work week load.
    - (2) Non-teaching faculty may teach in addition to their regular work week with the approval of the supervising dean and will be compensated at the instructional overload rate as defined in Appendix E.
10. Counselors
- a. Schedule  
The counselor's schedule will be generally arranged on a thirty-five (35) hour work week, exclusive of lunch time. However, additional compensation (each clock hour will be compensated as stated in Appendix E) will be given when additional time is scheduled by the Dean of Student Development.
  - b. Teaching Duties
    - (1) If counselors teach as part of their regular work week the time will be pro-rated at two times the contact hours of the class in arriving at the full work week load.



- (2) Counselors may teach in addition to their regular work week, with the approval of the supervising Dean and will be compensated at the instructional overload rate as defined in Appendix E.
- c. Hours Worked  
Counselor's schedules will vary according to need. The minimum clock hours worked will be 1267 and may be up to 1610, and may include evenings and weekends. Any hours beyond the 1267 shall be subject to Article V.10.d. Dates of work will vary from those of classroom instructors.
- d. Annual Assignment  
Consultation and assignment by the Dean of Student Development will take place on an annual basis prior to the beginning of the academic year. Such assignments shall be agreed to mutually in writing.
- e. Peak Registration Periods
- (1) During peak registration periods counselors may be scheduled for up to six consecutive days (Monday – Saturday) if needed for enrollment activities. During the period counselors may also be scheduled daily for up to ten (10) clock hours so long as the total hours scheduled in one week does not exceed fifty (50).
  - (2) Peak registration periods shall be designated as the two (2) weeks prior and the first week of each of the three registration periods.
  - (3) For the remainder of the contract year (excluding the times in item 2 above), counselors shall not be required to work more than seven (7) hours daily (exclusive of a sixty (60) minute lunch break). Counselors will be assigned to work peak registration periods, all other work hours/days shall be subject to Article V.10.d.

## 11. Learning Facilitators

### A. Working Conditions

1. Instructional Load. A Learning Facilitator shall be assigned primarily instructional duties. A Learning Facilitator shall be responsible for teaching a minimum of 38 contact hours annually. The maximum load a Learning Facilitator may teach in any one enrollment period is 18 contact hours, without prior approval of the supervising Dean.
2. Additional Duties. In addition to the required instructional load, a Learning Facilitator will be required to develop and/or evaluate course assessment data and participate in all faculty learning days.
3. Limitations on Duties. A Learning Facilitator shall not be required to conduct departmental or other College work. Duties that shall not be required of a Learning Facilitator include:
  - a. curriculum review
  - b. hiring or mentoring of adjunct instructors
  - c. academic advising
  - d. developing and/or completing an Annual Professional Responsibilities Plan (APRP)

- e. participating in the Annual Faculty Portfolio Process
- f. committee membership
- g. creating/developing/modifying curriculum

**B. Evaluation**

A Learning Facilitator will be subject to an annual review of his/her teaching by the supervising Dean; this may include student feedback surveys and input from the appropriate Department Chair and Dean.

**C. Compensation**

Learning Facilitators shall be placed be into one of four (4) classes based on the same criteria found in Article XII (H). The annual compensation for each classification is found below:

<b>Class I</b>	<b>Class II</b>	<b>Class III</b>	<b>Class IV</b>
<b>\$38,000.00</b>	<b>\$42,000.00</b>	<b>\$46,000.00</b>	<b>\$50,000.00</b>

**D. Benefits Afforded to Learning Facilitators**

In addition to the compensation provided for in Section (C) above, a Learning Facilitator is eligible to participate in and/or receive the following:

- (a) fringe benefits, including health insurance coverage;
- (b) professional development activities;
- (c) overload pay for contact hours not to exceed the stipulated maximum;
- (d) travel resources as approved by the supervising Dean.

**E. Miscellaneous Provisions Applicable To Learning Facilitators**

1. Learning Facilitators will be issued an annual contract by the College each academic year. Learning Facilitators have no expectation of continued employment beyond the term of said annual contract.
2. Notwithstanding the annual contract issued by the College pursuant to section E(1) above, all Learning Facilitators are “at-will” employees of the College and may be terminated by the College at any time with or without cause.
3. A Learning Facilitator is afforded no rights and/or privileges under this Agreement, other than those rights contained in this Article.
4. No more than six (6) Learning Facilitators may be employed by the College at any one time.
5. The Administration has the sole right to determine whether to employ (subject to the above maximum), move, or eliminate a Learning Facilitator.
6. If a Learning Facilitator is offered a position at the College as an annual contract faculty member, he/she may, at the discretion of the College, be permitted to use one (1) of his/her employment as a Learning Facilitator towards the four (4) year probationary period required of annual contract faculty.

**11. Faculty Load Report**

Copies of the faculty load report shall be given to the Association upon request.

C. College Calendar

1. The College calendars for 2017-18, 2018-19 and 2019-20 are as printed in Appendix C. The calendar will include one full-academic year beyond the duration of the Agreement.
2. Flexibility within the framework of the calendar is reserved by the administration to begin and end classes or programs at other than the dates specified in the calendar with the approval of the instructor and in consultation with the department chair. This will permit the scheduling of credit-bearing short courses, workshops, seminars, contract training, distance learning or experimental programs. Other items of the agreement will be applicable. This shall not preclude other courses of the type mentioned above being offered outside the calendar subject to instructor approval.
3. The administration reserves the right to cancel classes due to weather or emergencies.

D. College Week

1. The normal College week is Monday through Friday, although classes may be scheduled on Saturday and Sunday.
2. If an instructor is assigned classes on Saturday or Sunday, the faculty member will have two (2) consecutive days with no courses scheduled during the week.
3. Assignment for Saturday or Sunday classes shall be for no more than one semester or one session per academic year without prior written consent of the instructor.
4. Instructors will not be assigned Sunday classes without their prior written permission.
5. An instructor will not be scheduled more than five (5) days in a seven (7) day week without their prior written permission.

E. College Day

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

F. Off-Campus Assignments

1. Teaching assignments involving full-time instructors outside the central campus will be discussed with the faculty member. If no agreement can be reached, the position shall be assigned subject to the grievance procedure. It is understood that the instructor's desires shall be considered in making such assignments.
2. If the College determines that a full-time instructor position is needed away from the faculty member's primary work assignment location, the following shall apply:

- a. The College shall post a position to replace an existing vacancy or a new position, specifying assignment to the specific location.
  - b. If no vacancy exists or a new position cannot be created, the affected department shall determine who will accept the assignment. Full-time instructors shall not be required to accept a full-time assignment at an extension center for two successive enrollment periods (librarian and counselor assignments see sections B.8, B.9 and B.10 of this Article).
  - c. If the department is unable to select an instructor, the least senior member of the department shall be assigned, subject to section b above.
  - d. All terms and conditions of section M of this article shall apply to instructors assigned full-time to an extension center.
3. Mileage
- a. The College rate will be established by January 1<sup>st</sup> of each year and will align with the adopted IRS rate for that year. This mileage article will be administered using the College's travel and mileage policy.
  - b.. Requests for actual mileage reimbursement must be made in the enrollment period in which the travel occurred and must be submitted on the appropriate mileage reimbursement form.
- G. Academic Advising  
Students with declared majors will be referred to the appropriate department for academic advising. Assignment of students to departmental advisors will be coordinated by the Department Chair.
- H. Instructional Interns  
When requested by baccalaureate institutions, instructional interns may be assigned to appropriate departments for teaching and observation experience.
- I. Non-Traditional Methodology
- 1. The supervising Dean will consult with the department chair and relevant full-time faculty members involved in teaching in the subject area prior to offering credit-bearing courses taught by non-traditional methods (e.g. internet based learning, television, computer aided instruction, video tape lecture, or any other electronic or other media). If the College wishes to utilize an internet based learning course that was developed by someone other than a full-time or adjunct faculty member the supervising dean will consult with the department chair and relevant full-time faculty involved in teaching in the subject area. If agreement cannot be reached concerning issues of academic integrity the matter will be referred to the curriculum committee. The decision of the curriculum committee will be final. The above does not limit or abridge the provisions of Article XIV.B. Non-traditional courses will not be assigned without the agreement of the instructor.
  - 2. Full –Time Instructors Priority Assignment to Distance Learning Courses  
Any credit course offered by any of the above methods will be offered first to full-time instructors, except as required by item 7 below. If no full-time instructor volunteers to teach the course then the course may be assigned to an adjunct instructor.
  - 3. Distance Learning Guidelines  
Guidelines dealing with various aspects of distance learning shall be placed in the Faculty Manual after mutual agreement between the Faculty Association and the Administration.

4. Development of Distance Learning Courses  
Faculty members interested in developing a distance learning course should contact the supervising Dean prior to beginning development. Final authority regarding which courses will be developed for distance learning lies with the Administration.
  5. Distance Learning Course Production Agreement  
When the College engages a faculty member in the production of a distance learning course, in any format, for credit or non-credit instruction, a written distance learning course production agreement (Appendix G) will be executed between the creating faculty member and the College. The written agreement will identify the creating faculty member, the compensation to be paid, if any, and the specific conditions applying to the production and use of the course.
  6. Grant Funding  
When an internet based learning course is developed utilizing grant funding the provisions of the grant shall supersede provisions of this Agreement.
  7. Course Development by Adjunct Faculty  
Adjunct faculty members who create an internet based learning course shall be able to exercise the right of first refusal for three (3) consecutive semesters in which the course is offered.
- J. Non-Credit Instruction
1. Definition  
Non-credit training offered by the College under contract to a specific employer for a limited time period.
  2. Voluntary Basis  
Assignment of instructors to non-credit offerings is voluntary.
  3. Inclusion in Load  
Non-credit offerings are not considered as part of an instructor's load unless both the instructor and the College agree in writing to do so.
  4. Academic Integrity  
Faculty are expected to limit their contract training load so as to not interfere with their for-credit teaching responsibilities or other professional obligations.
  5. Notification  
Faculty will inform the Business and Industry Development Services of any expertise they have in contract training and of their availability to provide training. The College shall annually inform the faculty of those general areas in which they anticipate contract training will be offered and will make every effort to utilize full-time faculty.
- K. Sponsorship of Student Activities  
Instructors are expected to devote reasonable time to student activities and may be assigned to the student activity with written permission.
- L. Commencement
1. Attendance  
Instructors are expected to attend Commencement.
  2. Academic Attire  
Academic attire is provided for each Commencement at the expense of the College.

M. Teaching Facilities

1. Offices

Whenever possible, there shall be separate enclosed offices for full-time instructors with not more than two instructors to each office. Each office will be appropriately equipped, and each full-time faculty member will have exclusive access to a telephone and a computer.

2. Equipment and Supplies

Reasonable instructional and office equipment, classroom space, and supplies will be provided for each instructor.

3. Clerical Services

Clerical service shall be provided for each office grouping or department in the College.

N. Faculty Facilities

1. Restrooms

There shall be provided in each building used for offices or instruction adequate restroom and lavatory facilities exclusively for staff use.

2. Lounge

One room in each instructional building shall be reserved for use as a faculty lounge appropriately furnished. Access to the lounge will be restricted to employees only.

O. Faculty Parking

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

P. Vacancies

1. Faculty Vacancy

a. Determination of Vacancy

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

b. Department Chairs' Recommendation

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

2. Advertisement

Faculty positions not in the present curricula shall be advertised.

3. Postings

Copies of all faculty and administrative postings will be posted on e-mail, on the JC web page and will be available on demand.

4. Method of Application

Applications shall be submitted via the College's on-line application system.

5. First Consideration  
In filling vacancies in faculty positions, the College shall give first consideration to full-time faculty within the College who desire to change their assignments.
6. Basis for Appointments  
Appointments shall be made in the best interests of the College, in terms of the job descriptions for each position, considering both the proven competence of present employees and the desirability of the introduction of new viewpoints and personalities.
7. Right to Apply for Positions  
Applying for another position, either within the College or elsewhere, is recognized as a professional right and shall not affect adversely an employee's status in his/her present position.
8. Notification of Decision  
Each bargaining unit member shall be notified of the disposition of his/her application prior to the publication of the name of the successful applicant.
9. Final Authority in Appointments  
The College President shall have final authority in all appointments.

Q. Transfers and Assignment Changes

1. Transfer to Supervisory Position  
Any instructor who shall be transferred to a supervisory or executive position and shall later return to an instructor's status, shall be entitled to retain such rights including experience credit on the salary schedule, as may have been accrued under this Agreement prior to such transfer. It is understood, however, that a former instructor cannot exercise his/her right to transfer back to the bargaining unit if such action will displace a member of the unit.
2. Involuntary Intradepartmental Assignment Changes
  - a. Contemplated changes in assignment shall be discussed with all instructors concerned by their Department Chairpersons and the supervising Dean.
  - b. Such assignment shall be made in the area of the instructor's competency. The instructor's preference shall be honored whenever possible.
  - c. Objection to such changes is subject to the grievance procedure.
3. Voluntary Intradepartmental Assignment  
Instructors wishing to change or rotate assignments within their department may make such requests which will be honored, whenever possible, provided no new faculty positions are created, and that faculty currently on those assignments are not displaced.
4. Instructor Requested Interdepartmental Transfers
  - a. Instructors may apply in writing to the supervising Dean for interdepartmental transfers at any time and these applications shall be activated and considered when a vacancy occurs.
  - b. All transfers will be on the basis of qualifications.

5. Involuntary Interdepartmental Transfers

- a. When necessary, involuntary interdepartmental transfers shall be of the least senior person possible and shall not act to cause the layoff or prevent the recall of a bargaining unit member.
- b. Qualifications for purposes of a transfer shall be the same as cited in Article XIII, Section A.2.a.1.
- c. Persons transferred shall be allowed to return to their previous assignment at such time as there is a vacancy, as determined in Article V. P.1, or other staffing adjustments determined by the administration allow.

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

R. Academic Freedom

The College and the Association mutually endorse and agree to make every effort to comply with the following statement regarding academic freedom.

Institutions of higher education are conducted for the common good and not to further the interest of either the individual instructor or the institution as a whole. The common good depends upon the free search for truth and its free expression.

Academic freedom is essential to these purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the instructor in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.

Instructors are to be entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; but research conducted in the course of an instructor's duties for financial gain should be based upon an understanding with the authorities of the institution.

Instructors are to be entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject. This consideration is not intended to discourage what is "controversial," but rather to underscore the need for instructors to avoid persistently introducing such material if it has no relation to their subject.

Instructors are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the institution.

S. Dual Department Assignment

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



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

1. OE/OE Laboratory Hour Defined

A laboratory hour for Open Entry/Open Exit (OE/OE) will refer to a clock hour which has been scheduled for the express purpose of serving students who are participating in modularized OE/OE curricula.

2. Equating OE/OE Hours to Contact Hours

An OE/OE laboratory hour shall be equated to two-thirds (2/3) of a contact hour in determining an instructor's teaching load.

U. Due Date for Grades

Due dates of final grades will be as follows:

1. If a course's final session occurs before the last week of the semester, final course grades are to be submitted no later than two (2) business days after the last class session.
2. If a course finished during the final week of the semester, final course grades are to be submitted no later than 48 hours after the last day of the semester.

## **ARTICLE VI – Faculty Instruction Levels**

It is the understanding of the parties that full-time faculty will be responsible for teaching a minimum of fifty (50%) percent of the College's total billing contact hours generated on central campus. For purposes of this Article, all billing contact hours associated with online courses offered by the College shall be considered to be generated on/through central campus. In order to ensure that this expectation is being met, an analysis will be done on June 15<sup>th</sup> of each year. The analysis shall utilize the following formula:  $X = (\text{most recent past three (3) BCH taught by full-time faculty on central campus}) \div (\text{total BCH taught on central campus during the most recent past 3 years})$ .

If, after conducting the analysis described above is less than 0.50, the College shall have until the next winter semester to come into compliance.

For purposes of this Article, a year shall equal an academic year (FA, WN, SP).

## **ARTICLE VII – Department Chairs**

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

### **A. Selection and Appointment of Department Chairs**

#### **1. Department Membership**

Membership in each department shall be established by the supervising deans on April 1, excluding adjunct instructors and instructors on leave.

#### **2. Election of Chair**

Department chairpersons are elected annually by members of the department and may succeed themselves.

#### **3. Notification of Selection**

Notification of the selection will be made to the supervising dean no later than April 15<sup>TH</sup> of each year. If a department does not make a selection by April 15<sup>th</sup>, the supervising Dean will appoint a chair for a one year term. No instructor can be appointed by a Supervising Dean for more than a one (1) year term within a two (2) year period.

#### **4. Selection of Replacement**

If the position of chair should, for any reason, become vacant before the expiration of the term of service of the incumbent, the same procedure will be followed to fill the vacancy.

### **B. Shared Governance**

#### **1. Shared Governance Release Time**

A pool of one hundred twenty (120) release hours shall be allocated to full-time faculty members by mutual agreement among the department chairs. The agreed upon allocation shall be reported to the appropriate academic dean prior to finalizing individual faculty load assignments.

#### **2. Maximum Release Time**

No individual faculty member shall be given more than fourteen (14) hours of release time annually.

### **C. Administrative Assignment**

If the College requests a full-time faculty member to perform work beyond the expectation of traditional service to the College (see Article V.A. Duties and Responsibilities) and the faculty member agrees to perform such work he/she shall be compensated at the overload rate contained in Appendix E or by receiving release time by mutual agreement by the administration and the faculty member. All such assignments shall be defined in writing, signed by the faculty member, the Supervising Dean and the Provost. Payment or release time for such work shall be made during the semester the work is performed.

### **D. Department Chair Responsibilities**

#### **1. Chair Responsibilities**

The department chair shall be responsible for and shall perform or cause to be performed the following activities. It is understood, however, that the department chair will coordinate but not evaluate other faculty.

- a. Department Shared Governance Plan
  - (1) Creation of Plan  
Create with individual faculty participation, the annual shared governance plan. The plan, which will encompass all semesters, will include annual departmental goals, courses and staffing assignments, curriculum review, division of departmental responsibilities and assigned release time and/or stipends, utilization of non-teaching days, and an annual budget.
  - (2) Coordination & Monitoring of Department Plan  
Coordinate and monitor the departmental shared governance plan.
  - (3) Release Hours  
Each department chair shall be given a minimum of ten (10) hours of release time on an annual basis for the academic year. No more than six (6) hours can be used in any one semester.
- b. Annual Professional Responsibility Plans (APRP) of Department Members  
The chair's role is to ensure each faculty member's goals that are part of the department goals is reflected in their APRP and participate in the completion and submission of each department member's plan to the supervising Dean by May 15.
- c. Schedule of Course Offerings  
Consult with Deans and Center Administrators regarding the development and staffing of the schedule.
- d. Student Complaint Process  
Participate in the student complaint process as specified in the current agreement. .
- e. Communication & Mentoring Annual Contract and Adjunct Faculty  
Establish and monitor a system to mentor and inform annual contract and adjunct faculty members about departmental and institutional procedures and standards. A full-time faculty mentor will be assigned by the Department Chair to each adjunct faculty member in order to fulfill the purposes outlined in this section.
- f. Recommendations Related to Adjunct Faculty  
Make recommendation to the supervising dean regarding the hiring of adjunct faculty, based on the evaluation of the adjunct faculty and other available information. Working in concert with the faculty and Human Resources, the chair will work to build and maintain an adequate adjunct faculty pool.
- g. Student Employees  
Coordinate and direct, where appropriate, student employees.
- h. Budget Management  
Authorize expenditures for supplies and submit textbook orders or other educational resources.
- i. Representative of the Department  
The chair, or his/her designated representative, will represent the department at institutional functions, or committees. The chair shall be available for consultation in connection with departmental functions, or shall designate a representative who shall be available.

Encourage the quality and promote the timeliness of internal and external assessment work (incorporation of the assessment findings towards continual improvement of departmental offerings) including assessment and submission of General Education outcomes as well as regional and specialized accreditation work.

Encourage the quality and promote the timely completion of Program Review and Course Review.

- j. Course Offerings  
All course offerings and staffing are to be scheduled (date, time, staffing, etc.) in consultation with the relevant department chair or chair's designee.
  - k. Selection of Textbooks and Courseware  
When selecting textbooks and courseware the relevant academic department(s) will be consulted. Courseware delivery systems will be chosen after consultation with department chairs.
2. Registration Periods  
The supervising Dean may request additional time during registration periods to assist in departmental activities.
  3. Department Chair Designee  
In any semester that the chair is not teaching, he/she shall inform the College of the department member designated by the department's shared governance plan to cover departmental responsibilities during the semester and during the break period prior to the start of fall semester.
  4. Evaluation of Department Chair  
Each year, the chair will be evaluated by: (a) the supervising Dean using the responsibilities listed above; and (b) a self-evaluation/report using the same criteria.
  5. Concerns Related to Department Chair's Performance`  
The supervising Dean will communicate concerns regarding the performance or non-performance of department responsibilities in a timely manner. Sufficient time will be given for the supervising Dean's concerns to be remedied by the department chair.
  6. Removal of Department Chair  
In the event serious deficiencies are identified during the evaluation, the department chair may be removed from office by the supervising Dean, and a new selection shall be made by the members of the department. In the event the department members do not select a department chair within fifteen (15) business days of the vacancy, the supervising Dean will make a selection in consultation with the department. During this selection, the existing department chair shall be ineligible; he/she shall not become eligible for selection until the following year.

## ARTICLE VIII – Faculty Benefits

### A. Insurance

#### 1. Eligibility

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

#### 2. Notice of Open Enrollment

The College will provide association members with notice of any enrollment period for insurance coverage thirty (30) day in advance of said period.

#### 3. Medical Insurance Programs

##### a. Employee Contribution

The College will contribute no more than the amounts permitted by PA 152 of 2011, as adjusted by the Michigan Department of Treasury. Any amount in excess of the amounts permitted by PA 152 of 2011 shall be the responsibility of the employee.

##### b. Health Care Plan

All eligible employees who elect health care coverage will be eligible to enroll in either MESSA Choices II or MESSA ABC Plan 1, pursuant to PAK A coverage. The College will use its best efforts to join the Jackson County Health Consortium for purposes of obtaining said coverage. Information on these plans can be obtained through MESSA and the Human Resources office.

##### c. Wellness

Employees that take the College's offered medical insurance shall enroll in a College-offered wellness program. The College will pay for services provided by a Health Management Program as part of the wellness program. Wellness plan requirements include: completion of a health risk appraisal, biometric screening and three (3) health coaching sessions. However, if an employee opts out of the wellness program, the employee will be charged \$40.00 per month. The College and the Association will mutually agree on the wellness program/provider.

##### d. Plan Descriptions

Descriptions and information concerning the health care plans are available in the Human Resources Department. Employees will be provided proof of insurance and literature describing the plans.

4. Health Insurance “Opt-Out” Plan

a. Opt-Out Amounts

Full-time instructors not electing health care insurance shall receive \$350.00 per month.

b. Proof of Coverage

Those opting out of Medical coverage must annually provide documentation of alternative health insurance.

c. Mandatory PAK B Benefits

Those employees not electing health care insurance will be required to take vision, dental, LTD, Life and AD&D, through MESSA PAK B. Details of the coverage available through MESSA PAK B is available through the Human Resources office.

5. Life and Accidental Death and Dismemberment Insurances

a. Amount of Coverage

Employees will receive benefits consistent with MESSA PAK A or MESSA PAK B, depending on their choice to opt in or out of health insurance coverage. Details of such benefits are available in the Human Resources office.

b. Proof of Coverage & Plan Descriptions

Proof of insurance and literature describing coverage shall be furnished by the carrier to each employee.

6. Travel Accident Coverage While on College Business

a. Amount of Coverage

Faculty members traveling on College business are covered by a Death and Dismemberment Accident policy of ten (10) times the annual salary with a minimum of \$50,000 and a maximum of \$300,000.

b. Payment for Coverage

This coverage is paid by the College.

7. Long Term Disability (LTD)

a. Compensation

See Section B.3 of this Article for provisions.

b. Seniority

Seniority shall not accrue for disability leaves beyond twelve (12) months.

c. Medical Insurance while on LTD

(1) The College will continue health insurance benefit for the disabled employee and/or his/her family for no more than two years following the disabling event.

(2) The dollar amount contributed by the College for health benefit coverage during the time an employee is on LTD will be the same amount contributed for active employees. Employees on LTD are required to pay the employee portion of their insurance on a monthly basis (due the 1<sup>st</sup> of each month) in order to retain their insurance coverage unless the current carrier pays premium on member's behalf. If payment is not received by the College in the Human Resources office by the 15<sup>th</sup> of the month, insurance coverage for the employee will be dropped.

- (3) The health benefit program options provided will be the same as provided to active employees.
- (4) If the employee's spouse and/or dependents are eligible or become eligible during the two year LTD period for health benefits from another source they must accept that coverage.
- (5) At the end of the two year LTD period the employee will have the option of continuing his/her health benefits by paying the cost in accordance with COBRA legislation.

d. Filling the Position of an Employee on Long Term Disability

During the first twenty-four (24) months, the College may fill the position with temporary personnel, contracted personnel or in any other fashion. After twenty-four (24) months the College may post and fill the vacancy.

e. Return From A Disability Leave

(1) Less Than Twenty Four (24) Months

The employee shall be returned to the employee's previous position, if the position still exists. The employee must provide medical documentation of their fitness to return to work.

(2) Beyond Twenty Four (24) Months

If the employee's disability leave is for twenty-four (24) months or more, the employment relationship is terminated. If at a later time the employee's status changes and he/she is able to return to work he/she must reapply for College employment as an external candidate.

B. Leaves of Absence Paid

1. Illness – Self and Family

a. Personal Illness

The College will allow reasonable periods of time off with pay for personal illness. All instructors absent due to illness will notify their department chair and supervising dean in advance of the next time obligation. If not available, a message shall be left with the Office of the Dean and a building secretary.

b. Family Illness

The College will grant reasonable periods of time off with pay for accidents or serious illness in the immediate family.

c. Physician's Report

The College may require a physician's report in the event of frequent or extended absence for health reasons.

2. Short Term Disability Leave (Up To 90 Days)

a. Instructor's Pay during a Short-Term Disability Leave

An instructor's income shall be continued for each illness or disability at no reduction in salary for the first thirty (30) days; at 85% of the total annual salary for the second thirty (30) days; at 75% for the third thirty (30) days. The College shall notify the instructor in writing of the dates the reduction will take effect. For the purposes of this section, the College will count only those days when the faculty member is expected to be present under the terms of his/her contract.



- b. Definition of Days for Short Term Disability  
Days for the purposes of this provision are calendar days.
  - c. Instructor's Pay when Duty Days have been Completed  
Provided the instructor has completed the number of required duty days under the agreement, no reduction in salary will be implemented.
  - d. Return-to-Work  
When returning from a short-term disability leave the instructor shall provide a return-to-work slip from the treating physician.
  - e. Pregnancy  
Any pregnancy-related disability will be treated as personal illness.
3. Long-Term Disability Leave
- a. Description of Coverage  
Employees will receive benefits consistent with MESSA Pak A or MESSA Pak B, depending on their choice to opt in or out of health insurance coverage. Details of such benefits are available in the Human Resources office. Eligibility is subject to determination of eligibility by the long-term disability insurance carrier.
  - b. Coordination of Benefits  
Benefits payable from Worker's Compensation, Social Security, etc. will not be included in the determination of the long-term disability payment amount until total compensation reaches seventy percent (70%) of basic monthly earnings.
4. Bereavement Leave
- a. Duration of Leave  
Leave not to exceed three (3) days may be allowed for such occasions in the immediate family. (Spouse, grandparent, parent, sibling, children, domestic partner, foster family and in-laws.)
  - b. Use of Personal Leave following a Bereavement Leave  
Bereavement leave may be followed by personal leave if the employee is required to attend to business matters or if extensive travel is involved following the death of an immediate relative. (Spouse, grandparent, parent, sibling, children, domestic partner, parent-in-laws, uncle, aunt, son-in-law, daughter-in-law, sister-in-law and brother-in-law.)
  - c. Scheduling use of Personal Leave for Bereavement  
Arrangements for personal leave in such case shall be made by telephone if not anticipated at the beginning of the bereavement leave.
  - d. Other Bereavements  
Personal leave may be applicable to other bereavements.
5. Personal Leave
- a. Personal Leave Defined  
Up to three (3) days of paid leave shall be permitted for matters which cannot be cared for in free time and which would result in legal, business, family or personal disadvantage if not covered at the appropriate time. Additional personal leave may be granted at the discretion of the supervising dean.

- b. Scheduling Personal Leave  
Such leaves, when known in advance, shall be presented to the supervising Dean one (1) week prior to the time the instructor wishes to leave and provisions shall be made for handling the instructor's responsibilities in his/her absence. Approval, in writing, must first be obtained from the supervising dean.
  - c. Using Personal Leave in Emergencies  
Emergency absences should be reported to the College as soon as possible after the emergency is known.
  - d. Use of Personal Leave for Other Employment Prohibited  
Under no circumstances will leaves from scheduled College activities be given for receiving pay for other employment.
6. Jury/Witness Duty  
A faculty member who is summoned and reports for jury duty or is subpoenaed and reports as a witness in any judicial hearing shall receive a leave of absence at no reduction in pay. All jury duty fees and expert witness fees received while on leave shall be turned over to the College's Business Office within one week of receipt.
7. Absence while on College Assignment
- a. Absence from campus as a representative of the College shall be regarded as an extension of duty. Arrangements should be made with the supervising dean at least a week in advance.
  - b. Instructors on approved trips are covered by the College insurance policies.
8. Sabbatical Leave  
The College President or his/her designee will consider sabbatical leave applications from continuing contract instructors. Instructors making such applications must demonstrate reciprocal advantage to the College through the enhancement of professional competency by study, research, writing, travel, appropriate internships, or other cognitive pursuits that impact teaching and learning. The following specific provisions also apply:
- a. Eligibility  
Instructors who have served the College for seven (7) full-time continuous years are eligible for a sabbatical leave.
  - b. Seniority while on Sabbatical  
Seniority in service shall be given priority consideration in the granting of all such leaves.
  - c. Duration of Leave  
At the option of the instructor, the sabbatical leave may be taken for a full year, the Fall semester or the Winter semester.
  - d. Salary while on Sabbatical Leave  
The salary for the sabbatical leave will be one-half (1/2) pay for a sabbatical of a full academic year. Instructors who request a semester sabbatical leave will be paid at the full salary rate and be required to teach one-half of the annual teaching load and to submit an Annual Professional Responsibility Plan.
  - e. Limitation on Earnings while on Sabbatical Leave

If an instructor receives a grant or fellowship, or receives wages for other employment during the sabbatical the instructor's pay from Jackson College will be reduced so that the instructor's total income during the sabbatical leave will not be more than one and one-third (1-1/3) times the instructor's salary as printed in Appendix A.

f. Limit on Number of Sabbaticals

No more than five percent (5%) of the faculty shall be on sabbatical leave at the same time.

g. Department Efficiency while Department Member on Sabbatical Leave

The department chair must demonstrate to the supervising Dean that the leave will not result in any loss of efficiency in the department or any substantial negative impact at a course or program level.

h. Replacements for Instructors on Sabbatical

When possible, the College shall hire short-term replacement for instructors applying for sabbatical leaves if their assignments cannot be assumed by other members of the staff.

i. Requirement of Returning Following a Sabbatical Leave

An instructor who receives a sabbatical leave shall return to the College for a period of two (2) years or refund, on a prorated basis, the salary received during the leave period.

j. Application Dates and Plan

(1) Dates

Applications for sabbatical leaves shall be submitted to the appropriate dean and in consultation with the Provost to the Personnel Review Committee by November 1 preceding the academic year in which the leave request falls. The College President approves or declines sabbatical proposals after recommendation by the Personnel Review Committee, Dean and Provost. Approved sabbaticals will be presented to the Board for informational purposes only so that the approval is included in the Board meeting minutes to meet the Office of Retirement Services requirements.

(2) Plan

Included with the application will be a plan for sharing and/or demonstrating the work of the sabbatical and/or its impact on teaching and learning. The work of the sabbatical and/or its impact on teaching and learning will be shared within the first year upon return from sabbatical with the College as planned and approved by the Dean.

9. Vacation

Instructors do not have vacation leave. Vacations should be planned around the academic calendar. Paid personal leave shall not be granted for this purpose.

C. Leaves of Absence Non-Paid

1. Military Leave

Instructors who are called to active military duty will be granted leaves for such period. The College will comply with USERRA, FMLA and other applicable laws regarding military leave.

2. Professional Leave/Work Related Activities  
Instructors may apply for leave without pay for professional travel, schooling, exchange teaching or related work activity and may be granted such leaves by the supervising Dean who shall consult with the Department Chair and, then, make a final determination based on departmental personnel needs and the ability to find a suitable replacement. Instructors on continuing contracts shall have preference for such leaves.
3. Health  
Leaves of absence will be granted for health reasons.
4. Elected Office  
Instructors may apply for and be granted leave without pay to campaign for elective office. The College President may grant a leave of absence without pay, upon application, to any instructor to serve in an elected or appointed public office.
  - a. Such leave shall be requested thirty (30) days in advance of the date it is to begin.
  - b. Leave for office holding may be extended no more than two (2) years following a successful election.
  - c. Instructors on continuing contract who resign to hold either an elective or an appointive office will be given re-employment preference upon completion of their terms.
  - d. The candidate will not involve the College or use the College resources in any manner during a campaign.
  - e. The holding of local offices which carry minimum reimbursement and do not entail interference with normal College obligations shall not require a leave.
5. Non-Paid Personal Leaves  
Personal leaves not covered in Section B.5.a of this Article, may be granted without pay.
6. Professional Association Officer/Staff  
A leave of absence of one (1) year may be granted to any instructor, upon written request, for the purposes of serving as an officer of a professional association or as paid staff member of such association. Such leave should begin at the beginning of a semester. The leave may be extended for one (1) additional year upon written request of the instructor ninety (90) days prior to the instructor's scheduled return to teaching.  
  
If a JCCFA member becomes President of JCEA such teacher shall be released upon request of JCEA. JCEA will reimburse the College for the full cost of salary and fringe benefits equal to the portion of the member's load from which he/she is released.
7. Family Medical Leave Act  
Under specified circumstances related to family health care and childbirth up to twelve weeks of unpaid leave per year will be granted in accordance with the Family and Medical Leave Act of 1993 (FMLA). Childcare and/or adoption leaves beyond the limits of FMLA may be granted. Faculty will follow the College policy and procedures for administering FMLA leave.

D. Continuation of Benefits While on Leave

1. Non-Paid Leaves

a. Experience Credit

Experience credit on the salary schedule will continue to accrue for all the types of non-paid leaves specified in Section C of this Article except as constrained in Section A.8.b of this Article.

b. Continuation of Medical Insurance

During unpaid leaves that do not qualify under the Family Medical Leave Act of 1993, instructors may arrange to continue College group insurance at the group rate, premiums to be paid by the instructor.

c. Credit toward Eligibility for Sabbatical Leave

An instructor on unpaid leave shall retain all years earned toward sabbatical leave, but shall not accrue additional years while on leave.

2. Sabbatical

a. Experience Credit

Experience credit on the salary schedule will continue to accrue while on sabbatical leave.

b. Continuation of Benefits

All benefits provided under this Master Agreement shall be guaranteed to an instructor on sabbatical leave.

c. Life Insurance

Group Term Life Insurance will be continued.

d. Purchase of Retirement Credit

The College will purchase sabbatical time for faculty members granted a sabbatical leave who participate in the Michigan Public School Employees Retirement System (MPERS). One (1) year following the leave the faculty member must contact the retirement system to request a billing for his/her sabbatical leave time. When the instructor receives the billing statement he/she must present it to Human Resources for payment. Application must be made within three (3) years following the sabbatical leave.

E. Retirement

1. Notice of Retirement

Instructors contemplating retirement shall give notice of their intentions four (4) months before the effective date. Such notification shall be binding on both parties.

2. Service Payment

One Hundred (\$100) dollars per year of service with the College will be paid upon retirement to any instructor who has a minimum of ten (10) years of continuous service.

F. Fitness for Duty Examinations

1. Required Fitness for Duty Exam

At the request of the College President or his/her designee, any instructor shall receive a fitness for duty examination by a physician selected by the College from a list approved by the instructor covering any condition which appears to interfere seriously with the instructor's performance of duties. The cost of such examination shall be borne by the College.

2. Immunizations and TB Tests  
All Nursing and Allied Health instructors will submit an annual report of a TB test and will either submit a report verifying that they have completed Hepatitis B immunizations or sign a statement that they were offered immunization but declined.
3. Drug Screen  
Nursing and Allied Health instructors shall complete an annual drug screen if required to do so by clinical sites.

G. Admission to Courses

1. Annual/Continuing Contract or Emeriti Instructors  
Instructors on Annual or Continuing Contract or Emeriti with ten (10) or more years of full-time continuous service to the College, shall be granted full tuition grants and course fees (see section G.3 of this article) for any JC classes they desire providing there is no conflict with their own current assignment.
2. Dependents  
Spouses, natural and/or legally adopted children and/or children (age 26 or under) of instructors and emeriti instructors as defined above shall be granted full tuition grants and course fees (see section G.3 of this article) to any classes for which they meet the entrance requirements.
3. Exclusions
  - a. Course fees in G.1 and G.2 of this article shall exclude aviation flight and lifetime learning (LTL) with the exception of LTL health and physical fitness courses. Each full-time faculty member and eligible dependents (see section G.2 of this article) shall be granted access, at no cost, to LTL health and physical fitness courses.
  - b. Tuition vouchers are not applicable to CFO courses for tuition and/or fees or Ed-To-Go courses.
4. Tuition Grants for Dependents of Deceased Instructors  
The admission to courses benefit shall continue for spouses and dependent children of deceased faculty members.
5. Relatives/Dependents Not Covered  
Other relatives or dependents of faculty members are excluded from this provision.

## ARTICLE IX – Grievance Procedure

### A. Purpose

The primary purpose of this procedure is to secure, at the lowest possible administrative level and in the most efficient manner equitable solutions to grievances. Both parties agree that these proceedings shall be kept as informal and confidential at each level of this procedure.

### B. Definition

A grievance is a claim by an employee or group of employees or the Association that there has been an alleged violation, misinterpretation, or misapplication of a specific article or section of this Agreement or any rule, order, policy, or regulation of the Employer which affects a major term or condition of employment.

### C. General

1. The number of working days indicated at each step should be considered as a maximum and every effort should be made to expedite the process. However, the time limits may be extended.
2. A grievant(s) failing to meet the timeline as set forth herein shall forfeit the right to further processing of the grievance and therefore management's last answer shall constitute the final disposition of the grievance.
3. A supervisor or the Administration failing to meet the time limits as set forth herein shall be considered a denial of the grievance.
4. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without the intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement provided that the Association has been given the opportunity to be present at such adjustment.
5. Either party may involve their representation at any and all levels of the grievance proceedings.
6. There shall be no reprisals of any kind against any employee involved in the grievance procedure.
7. All reasonable requests for available information necessary to the determination and processing of any grievance shall be honored by both parties. Excluded from this provision will be investigatory notes from either side.
8. At any step of the grievance procedure either party shall have the right to bring in witnesses to participate in the hearing.
9. In the event the association files a grievance it shall be processed directly at Level 2.
10. In the event of a discharge, the aggrieved party may file a grievance within ten (10) days directly at Level 2.
11. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participants.
12. In the administration of the grievance procedure, the representation of the faculty member or members is solely the responsibility of the Association.
13. A grievance may be withdrawn at any level without establishing a precedent. However, if in the judgment of the Association Grievance Committee the grievance affects the welfare of the faculty, the grievance may be continued to be processed as grievance of the Association. A grievance, continued by the Association, may only be moved to arbitration when a faculty member is a joint party to the grievance.
14. All days are working days
15. For timeline purposes, the day the grievance is filed does not count.
16. Reasons for the unacceptability of a grievance response shall be included in every grievance.

#### D. Grievance Procedure

##### Informal Level

Any instructor believing he/she has a basis for a grievance will first informally discuss the grievance with his/her Department Chair or supervising Dean within ten (10) working days from the time the alleged violation of the agreement occurred or the Association should have reasonably known it occurred. If, after the discussion, the instructor still believes a grievance exists, the instructor may file an individual grievance or an Association grievance may be filed on his/her behalf. An individual grievance may be made an Association grievance at any time during the processing of the grievance. Workplace concerns can be resolved with the employee's supervising Dean without setting a precedent in future cases. The supervising Dean shall give his/her oral decision within five (5) working days of this discussion.

##### Level 1: Supervising Dean

A grievance shall be presented in writing to the supervising Dean or his/her designee, with a copy to the Association, who will meet with the grievant and Association representative. The meeting shall be held within ten (10) ) working days of the filing of the grievance in Level 1. Following the meeting, a written answer shall be presented to the Association and the grievant within five (5) days (email is acceptable for this purpose). Following the answer, the grievant or Association shall have five (5) days to move the grievance to Level 2. In the event this is not done, the grievance will be considered to have been withdrawn.

##### Level 2: Human Resources

A grievance appealed to Level 2 shall be discussed between the Executive Director of Human Resources or his/her designee and the grievant and the Association representative(s). The meeting shall be held within ten (10) days of the presentation of the grievance. Following the meeting the Executive Director of Human Resources t or his/her designee shall answer the grievance in writing within five (5) days. A copy of the answer shall be given to the Association (email is acceptable for this purpose)

##### Level 3: Provost

A grievance appealed to Level 3 shall be discussed between the Provost or his/her designee and the grievant and the Association representative(s). The meeting shall be held within ten (10) days of the presentation of the grievance. Following the meeting the Provost or his/her designee shall answer the grievance in writing within five (5) days. A copy of the answer shall be given to the Association (email is acceptable for this purpose).

##### Level 4: Arbitration

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

1. If the parties cannot agree on an arbitrator within ten (10) days after the demand for arbitration has been made, the arbitrator shall be selected pursuant to the rules and procedures of the American Arbitration Association whose rules shall likewise govern the arbitration proceeding.
2. Except as provided by law, the parties shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.



E. Board Grievance

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

## **ARTICLE X – Professional Growth**

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

#### **1. Notification of Due Date**

By March 1 of each year, the supervising Dean will notify all faculty and departments of the need to submit an annual professional responsibility plan (APRP) for the following year by completing the approved template in Appendix D.

#### **2. Elements of the APRP**

The APRP must include the elements of the evaluation process identified below, and be consistent with the shared governance plan of the department:

##### **a. Efforts that Support Teaching and Learning**

Observed effectiveness in teaching and in preparation of materials, and willingness to counsel students.

##### **b. Professional Development**

Strategies and actions undertaken by the faculty member to remain current their field of study/discipline as well as to improve pedagogical strategies.

##### **c. Service to the Department and the College**

Contributions to the department and institutional development. Concern with the maintenance of effective relationships within the department and among departments.

##### **d. Service to the Community**

Concern with the maintenance of effective relationships between the College and other educational institutions and between the College and the community.

##### **e. Student Feedback Surveys**

The APRP will include the documented use of student feedback surveys including a copy of the form(s) utilized, a summary of the results and a record of any action(s) taken.

#### **3. Faculty Manual**

Activities that may satisfy these evaluation areas and APRP forms are delineated in the Faculty Manual found in Appendix F.

#### **4. Due Date**

The faculty member on continuing contract, in consultation with his/her department chair, will develop an APRP and submit it to the supervising Dean by May 15, including a summary report of the previous year.

#### **5. Failure to Provide APRP**

Failure to provide an APRP and/or documentation of the completion of the plan may result in a disciplinary letter being placed in the instructor's personnel file. Failure to provide an APRP and/or documentation of the completion of the plan for two years constitutes a willful deficiency of professional performance (see Article XI.B - Breaches of Professional Behavior). If the instructor rectifies the lack of documentation within one week, any references to the initial deficiency shall be removed from the instructor's personnel file.

### **B. Annual Contract Instructors**

Instructors on annual contract will be responsible for the following:

1. Portfolio

A portfolio to be constructed in accordance with the guidelines described in the Faculty Manual, and in consultation with the annual contract faculty's mentor, mentoring committee, and the supervising Dean.

2. Data Review

a. First Year of Annual Contract

Annual contract faculty members in their first year of service shall have teaching as their primary focus which shall also include attendance of department meetings and development of mentor team.

b. Second, Third, and Fourth Years of Annual Contract

Annual contract faculty members in their second through fourth years of service shall submit a portfolio to the supervising Dean by February 1<sup>st</sup> (October 1<sup>st</sup> for mid-academic year hires). By February 20<sup>th</sup> (October 20<sup>th</sup> for mid-academic year hires) of each year of the annual contract the supervising Dean will meet with the instructor and the mentor to assess professional growth. In the fourth year, the Dean will notify the instructor within ten (10) working days of his/her intent to recommend the instructor for continuing contract or to non-renew the instructor. The decision regarding continuing contract will be communicated to the faculty member no later than April 1<sup>st</sup> (November 1<sup>st</sup> for mid-academic year hires).

This shall apply to annual contract members hired after the ratification of this agreement.

C. Observations

All monitoring or observation of the work performance of an instructor shall be conducted openly with his/her full cooperation. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.

D. Continuing Contract Faculty

Continuing contract faculty will be evaluated annually by either the Provost, the supervising Academic Dean, or the supervising Assistant Dean of Health Professions. This will include a written administrative evaluation which includes student feedback survey results, classroom observations, when conducted, and an evaluation of the contents of the APRP submitted. All faculty evaluations are formative in nature and used for the purpose of professional development and the improvement of instruction. Faculty evaluations shall not be used to replace or circumvent the provisions of Article XI – Professional Behavior and Improvement.

E. Student Feedback Surveys – Refer to LOA at end of Agreement

1. Students will be given the opportunity to offer feedback during the last two (2) weeks of each semester for the courses in which they are enrolled through a consistent process which protects the student's anonymity.
2. The College and the Association agreed upon an electronic student feedback survey instrument that was used starting with the 2014-2015 academic year.
3. The survey instrument contains three (3) separate areas for students to provide feedback. These areas include standard survey questions from the College, respective Department and individual instructor.

- a. The College survey questions will be uniform across departments and will be taken from the current bank of questions used for faculty surveys. The College portion of the survey will contain no more than five (5) questions.
    - b. Department survey questions may be developed by each department. Questions will be specific to department established goals. The Department portion of the survey will contain no more than five (5) questions.
    - c. Individual instructor questions may be developed and included in the student survey specific to the course. The individual instructor portion of the survey will contain no more than five (5) questions.
  4. The Provost, supervising Dean and instructor shall have access to all portions of the survey. Department chairs or their designee shall also have access to all portions of the survey for all their part-time instructors. Results of the survey will be shared with all parties within five (5) working days after grades are due for the semester.
  5. Student feedback surveys will not be used to replace or circumvent the student academic complaint process or other processes designed to report alleged breaches of professional behavior.
- F. All faculty evaluation documentation will become part of the official personnel file maintained within the Human Resources office and subject to the provisions of Article XI.A.1 and XI.A.2.

## ARTICLE XI -- Professional Behavior and Improvement

### A. Contents of Personnel File

#### 1. Official File

The Human Resources Office will maintain the only official personnel file on all instructors. This file generally includes:

- a. Transcripts of the instructor's academic record and any other earned certificates and licenses.
- b. Copies of all contracts with the College.
- c. Materials and records relevant to activities as a member of the professional staff of the College.
- d. Copies of evaluations.
- e. Annual Professional Responsibilities Plan forms and year end summaries

#### 2. Placing Materials In Instructor's Personnel File

No material shall be placed in an instructor's personnel file unless the instructor is provided copies of such material and given the right to review and respond to such material. Any written response will be included in the file at the instructor's request.

#### 3. Personal/Private Life of Instructor

No material concerning the personal or private life of an instructor shall be placed in his/her personnel file.

#### 4. Record of Disciplinary Action

Disciplinary action regarding an instructor's conduct will be removed from the instructor's personnel file after a period of two (2) years unless active litigation, grievance, or agency investigations/procedures regarding that disciplinary action are in process.

#### 5. Discipline Related to Civil Rights Violations

Any disciplinary action regarding a violation of federal/state law or College policy concerning civil rights, specifically including disciplinary actions regarding sexual harassment, may be removed from the instructor's personnel file and placed in a separate administrative file after a period of two (2) years.

Such removal shall not occur until any litigation, grievances, investigations or other procedures regarding the disciplinary action have been completed.

#### 6. Removing Materials from Personnel File

It shall be the responsibility of the instructor to request removal of disciplinary materials from the personnel file.

#### 7. Review of Personnel File

Each instructor shall have the right to review and challenge that part of the contents of the personnel file that has been developed concerning the individual's employment by the College. A representative of the Association may be requested to accompany the instructor in such a review. Confidential credentials and related personal references normally obtained at the time of employment are specifically exempted from such review and shall be removed prior to the review of the file.

B. Breaches of Professional Behavior

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

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

C. Counseling

The supervising Dean or a designee shall have the right to counsel with an instructor regarding his/her professional performance or behavior, provided the instructor is notified twenty-four (24) hours in advance of the subject to be discussed.

D. Discipline

In the event a reprimand, warning, or disciplinary action is planned, reasonable advance notification shall be given to the instructor and the Association; either party shall be entitled to have a representative present and/or to have witnesses to participate in the discussion. If the request is made, no action shall be taken until such representative is present. A record may be kept of such meeting if requested by either party. Instructors shall be given a written statement of reason for a reprimand, warning, or disciplinary action along with a suggested program for the correction of deficiencies.

E. Professional Competency Notification/Procedures

1. Professional Competency Notification

- a. A Professional Competency Notification may be given by the supervising Dean if serious deficiencies related to instruction, teaching effectiveness, and professional growth have been documented.
- b. The professional competency notification shall specify the reasons for the issuance of said notification and establish a meeting between the instructor, his/her Association Representative and the supervising Dean to develop a Plan of Assistance.

2. Plan of Assistance

a. Contents of the Plan

A Plan of Assistance must contain timelines and particular assistance to meet the desired goals and competencies necessary to rectify the deficiencies delineated in the professional competency notification.

b. Partial Completion

After partial or nearly complete successful implementation of a Plan, the supervising Dean (with agreement of the Assistance Committee) may continue specific points of the plan which have not been successfully completed but not, in any event, longer than three (3) years.

- c. Failure to Complete  
Failure to demonstrate growth through the plan of assistance may lead to discipline or probation.
  - d. Successful Completion  
When an instructor demonstrates appropriate growth through utilization and implementation of a Plan of Assistance all record of the Plan of Assistance and Professional Competency Notification shall be removed from the instructor's record.
3. Assistance Committee
- a. Membership  
Each Plan of Assistance will be developed and implemented by the supervising Dean. An Assistance Committee will be available to meet with the instructor and the Dean when a Plan of Assistance is in effect. The Assistance Committee will include three (3) people; one (1) of whom will be appointed by the Provost , one (1) will be appointed by the Association, and the third member will be appointed by mutual agreement of the two (2) appointees. If no agreement on the third person is reached within ten (10) days, after the Plan of Assistance is seen by the instructor, then a drawing from three (3) names presented by each of the appointees shall determine the third member of the Committee. All the names presented must be current full-time employees of the College and must have been so for at least five (5) years. Any member of the bargaining unit, selected by the drawing, may decline to serve. The members of the Assistance Committee will not be witnesses in any grievance relating to the dismissal of the instructor involved unless the instructor, by written request, allows all the Committee members to be such witnesses.
  - b. Responsibilities  
Once named, an Assistance Committee shall be empowered to undertake or require any or all of the following:
    - (1) Confer with all affected parties.
    - (2) Provide any assistance needed in addition to that proposed by the supervisor.
    - (3) Alter or add to the Plan of Assistance.
    - (4) Offer personal help to the instructor involved.
    - (5) Suggest appropriate training experience.
    - (6) Observations of classroom performance.
    - (7) Annul the Plan of Assistance.
    - (8) Provide a continuous review of progress.
- F. Probation for Continuing Contract Instructors  
A continuing contract instructor shall not be terminated without a probation period of at least one (1) year, except for retirement or serious misconduct.
- 1. Establishing Probation  
Probation shall be established by the College President on the recommendation of the supervising Dean and Provost, following an interview with the instructor. Written notification of the intent to recommend probation shall be sent to the instructor and the Association within one week of the decision.
  - 2. Just Cause  
No instructor on continuing contract shall be placed on probation, dismissed, publicly reprimanded or otherwise disciplined without just cause and proper procedure. Such action will be subject to the professional grievance procedures as described in this Master Agreement.

3. Review of Progress

An instructor on probation will have his/her progress reviewed periodically by the supervising Dean with special attention paid to any reduction or correction of the stated deficiencies. The supervising Dean and the Provost shall then recommend to the College President either the removal of probation or termination of contract. The instructor will be notified in writing with a copy to the Association, by April 1 if his/her contract is to be terminated or by April 15 if he/she is to be removed from probation. In the case of a mid-academic year faculty hire, these dates are December 1 and December 15 respectively.

G. Student Complaints/Academic

Students filing an academic complaint, or a complaint regarding a faculty member, will be required to undertake the process outlined in the Faculty Manual:

H. Civil Rights Complaints

Civil Rights complaints shall be referred to and handled by the compliance officer. In the event that any dispute involves potential violations of civil rights, including sexual harassment, the procedure outlined in College policy and administrative guidelines shall be in effect.

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



## ARTICLE XII – Professional Compensation

### A. Contracts

#### 1. Date of Issue

All contracts or letters of appointment for returning members of the staff shall be issued by June 15<sup>th</sup>. When faculty are hired mid-academic year, this date shall be December 15<sup>th</sup>.

#### 2. Date of Return

Said contracts or letters of appointment are to be signed and returned to Human Resources Office by June 30 (or by the first business day in January for mid-academic year hires) and are subject to the terms of the Master Agreement.

### B. Annual Contracts

#### 1. Continuing Track

a. New faculty members will be employed on annual contracts during the first four (4) years of employment.

b. Annual contracts for new faculty members will be renewed if both the instructor and the administration desire such renewal.

(1) The College will notify the instructor, in writing, by April 1 (December 1<sup>st</sup> in the each year of annual contract for mid-academic year hires) if his/her contract is not to be renewed, together with reasons for non-renewal if such is the case.

(2) Similarly, the instructor will notify the College by April 1<sup>st</sup> (December 1<sup>st</sup> in the third year of annual contract for mid-academic year hires) if he/she does not desire renewal of his/her contract.

#### 2. Non-Continuing Track

Annual Contracts may be issued for non-continuing contract positions as temporary replacement for sabbatical, disability, and other leaves; grant funded programs, experimental programs or other temporarily funded programs.

a. These positions will remain in existence only for the duration of the temporary funding and will not be used to replace the regular full-time teaching force of the College.

b. If a Continuing Contract track vacancy occurs in the teaching force of the College an instructor defined above, may apply.

c. If a person who has been hired in a non-instructional, non-continuing contract position is granted a contract in a continuing contract teaching assignment, non-instructional teaching time at the College would not apply toward the requirement for a continuing contract.

d. Positions created under this provision may be “bumped” under provisions of Article XIII.

e. If funding is discontinued the faculty member will be notified in writing not less than thirty (30) days prior to termination.

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

C. Continuing Contract

1. Appointment

Any instructor who has been employed by the College on a full-time basis for four (4) consecutive calendar years from the date of initial employment and who meets the requirements in Article X.B, and is recommended by the Supervising Dean and approved by the College President, will be appointed to a continuing contract at such salary as the salary schedule may provide.

2. Release

An instructor who wishes to be released from continuing contract shall give notice in writing no later than four (4) months prior to the beginning of the semester or session when the resignation is to become effective.

D. Contract Forms

Contract forms are attached as Appendix B of this Agreement.

E. Travel and Faculty Development Funds

1. Travel Time

An instructor shall be released from regular duties without loss of salary for up to four days per year for the purpose of participating in area or regional professional or inter-institutional visitations.

2. Faculty Development Funds

The College recognizes the importance of faculty professional development and will annually allocate funds for such purpose. By June 30th each year the administration will notify the faculty Association or designee of the funds that will be available for the upcoming fiscal year. Faculty development shall include the following: membership in professional organizations, journals, travel, and other professionally related activities.

a. Department Funds

Each division or department shall have a faculty development allowance of \$500 per year.

b. Individual Instructor Funds

(1) Annual Allowance

Each faculty member will have a development allowance of \$1,000 per year credited to him or her.

(2) Dual Department Assignment

Instructors assigned to more than one department shall receive their development allowance from the department of their major assignment.

c. Administration of Funds

The department will administer the use of the departmental allowance and any unused funds turned over to the department by the individual faculty member. The method of administration will be determined by the department members.

d. Service as an Officer of a Professional Committee

A contingency fund of \$500 will be established for travel for any instructor who is appointed or elected to a state, regional or national professional committee in his/her specialized area. This fund will be kept separate from the regular faculty development allowance.

F. Base Salary for Faculty

1. Initial Faculty Base Salary

When initially hired by the College, the initial base salary for new faculty members shall be set pursuant to the schedule "Initial Faculty Base Salary" located in Appendix A.

2. Maximum Faculty Base Salary

The maximum base salary to be paid to any faculty member shall be set forth in the schedule "Maximum Faculty Base Salary" located in Appendix A.

G. Placement of New Faculty

1. Class Placement

Class placement will be determined in accordance with the definitions of the qualifications for salary classifications in this article.

2. Level Placement

a. Allowable Credit

(1) College Level Teaching

Evaluated at full credit up to a maximum of six (6) years. In equating part-time teaching experience the following formula will be used: Number of contact hours divided by 592 (16 credit hours times 37 weeks).

(2) Teaching other than College

Evaluated at full credit for one year. Teaching experience beyond this amount will be allowed at half credit with a maximum of three (3) years.

(3) Military Experience

Evaluated at half credit with a maximum of two (2) years allowed.

(4) Other Work Experience

Allowable only if it is pertinent to the teaching field. This will be evaluated at full credit for one (1) year. Experience beyond this amount will be allowed at one-half credit up to a maximum of five (5) years.

b. Special Circumstances

Credit in excess of the above limits may be granted by the College President with the amount specified and supporting data justifying the action.

c. Placement:

Level 1 = 0-4 years of Credit

Level 2 = 5-7 years of Credit

Level 3 = 8+ years of Credit

d. No Advancement of Levels

Faculty shall not advance levels following their initial placement on the "Initial Faculty Base Salary" Schedule

H. Salary Classification

1. Definitions of Salary Classifications

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

- Class I Bachelor's Degree or equivalent.
- Class II Master's Degree or 30 semester hours of earned or equivalent graduate credit beyond Class I.
- Class III Master's Degree plus 30 semester hours of earned or equivalent graduate credit after qualifying for Class II OR 60 semester hours of earned or equivalent graduate credit beyond Class I, including the Master's Degree.  
  
For instructors in occupational areas where a Master's degree in the discipline is not available, a Master's degree is not required to attain Class III. In the event that such an instructor at class III is transferred into the Arts & Science area, the instructor shall have his or her class reduced to class II unless he or she completes a Master's degree within two (2) years from the time of the transfer.
- Class IV 30 semester hours of graduate credit in addition to Class III requirements (or the earned Doctorate), including the Master's Degree.

2. Maximum Level Placement for Instructor without Bachelor's Degree  
An employee without a Bachelor's Degree but qualified for a specific professional position in relation to the instructional program of the College may be employed on Class I with Level Placement according to allowable experience. In this category, the employee will not be eligible for a continuing contract nor rank designation until a Degree or equivalent has been obtained.
3. Equivalent Graduate Credit  
Professional or institute courses may be evaluated as graduate equivalency when approved by the Personnel Review Committee and the College President.
  - a. Instruction required by State Department of Education  
The Personnel Review Committee shall approve and the College shall grant one (1) credit hour for each twenty (20) hours of instruction required by the State Department of Education under Article XIV, Section C.
  - b. Attending or Presenting at Professional or Institute Courses  
Guidelines for evaluating professional or institute courses:
    - (1) Activity with no formal Evaluation  
An activity attended by a faculty member that does not contain a formal evaluation of the participant will be considered for equivalent graduate credit at the rate of forty-five hours of the course for one equivalent credit (45:1)
    - (2) Activity Requiring Completion of a Project  
An activity requiring the participant to complete a project reinforcing the new skills presented during the activity will be evaluated at the rate of thirty hours of the course for one equivalent credit (30:1).
    - (3) Presenting  
A faculty member presenting at a professional conference or workshop shall have the activity evaluated at the rate of thirty hours of presentation for one equivalent credit (30:1).
    - (4) Activity Requiring an Examination or Evaluation  
An activity requiring a formal written examination or evaluation of the participant will be evaluated at the rate of fifteen hours of the course for one equivalent credit (15:1).

Proof of successful completion of the formal written examination or evaluation is to be supplied by the faculty member. Written documentation from a sponsoring institution or organization, or samples of projects or exams or other relevant documentation will be submitted to the committee by the faculty member.

(5) Available Graduate Credit

If there is graduate credit available from the university and/or institution, the faculty member must apply for it in place of the equivalent graduate credit.

(6) Accumulation of Hours

Course hours may be accumulated to reach the requirements above.

(7) Advance Approval

Advance approval for professional or institute courses must be obtained except where only fractional credit could be granted. For fractional credit, notice to the committee of attendance at the activity will be all that is required until enough hours have been accumulated for the granting of equivalent credit.

4. Class Advancements

a. Undergraduate Credit

(1) Conditions for Use

Credit for undergraduate courses related to an instructor's primary assignment will be counted for class advancement provided that either of the following conditions are met:

(a) The course is not offered at the graduate level within a reasonable commuting distance, and the course is or would be counted toward a graduate program of study. The faculty member must submit documentation of this from the institution granting the credit.

(b) The supervising Dean has confirmed that the course(s) or program of study will directly enhance JC program offerings.

(2) Advance Approval

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

b. Verification of Credits and Degrees

It is the responsibility of the instructor to supply verification of credits and degrees to the Human Resources Office and the Personnel Review Committee.

c. Requests for Class Change

Requests for salary class change should be submitted within one semester of completing the requirement for the new salary class. Retro-activity is limited to one semester prior to submitting the request.

d. Requirement of Earned Credits for Class IV

For class advancement to Class IV, at least twelve (12) semester credits must be earned in College graduate-credit courses.

- e. Base Pay Increase for Class Advancement  
Any faculty member who satisfies the criteria for promotion to a higher salary classification after being initially placed on the "Initial Faculty Base Salary" schedule shall have the difference in the Initial Faculty Base Salary for the higher classification in the level said faculty member was placed upon hire and the initial Faculty Base Salary for the lower classification in the level said faculty member was placed upon hire, added to his/her base pay each time he/she is approved for class advancement.
5. Equivalent Credit for Employment  
Employment directly related to the teaching area of an instructor may be evaluated as equivalent credit for class advancement on the salary schedule. The employment should be in a position in a business, industry, or an activity appropriate to the instructor's teaching area wherein his/her students would be employed. Such credit, including the number of hours of employment, shall be processed through the Department Chairperson and must be reviewed for appropriateness in advance by the Personnel Review Committee. Final determination of the application shall be made by the College President.
- a. Full-Time Employment  
Equivalency will be evaluated on the basis of two-thirds (2/3) semester hours per week of full-time employment (minimum hours required by the occupation) with a maximum of eight (8) semester hours credit for any one (1) summer.
  - b. Part-Time Employment
    - (1) All part-time work will be evaluated at 75:1 ratio (15 weeks times 5 hours per week equals 1 equivalent graduate credit).
    - (2) During the instructor's teaching portion of the academic year an individual may not earn more than two (2) equivalent graduate credits in any one (1) semester (Fall, Winter, Spring/Summer).
    - (3) The total equivalent graduate credits for work may not exceed four (4) during their teaching portion of the year.
    - (4) During the non-teaching period the faculty member could earn up to eight (8) equivalent graduate credits (same as working full-time during the summer --- See Section H.5.a of this Article).
6. Salary Adjustments  
The following salary adjustments are made for faculty members in Classes III and IV:
- a. Earned Specialist  
For an earned Specialist or similar certificate, an annual salary addition as specified in Appendix F shall be approved, or
  - b. Admission to PhD Program and Completion of One Year of Study  
An annual salary addition as specified in Appendix E shall be approved upon certification by the supervising Dean or the student's advisor of the graduate school that the applicant has been admitted to a program leading to Doctor's Degree and that a minimum of one (1) full year of organized graduate work beyond the Master's Degree has been satisfactorily completed.  
  
The applicant shall, upon request, produce certification that he/she is actively pursuing a post-Master's Degree to continue to qualify for the salary addition, or
  - c. Earned Doctorate

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

I. Personnel Review Committee (PRC)

1. The functions of this Association-Administration continuing committee are as follows:

a. Review of Initial Placement of New Faculty

The PRC reviews the initial Level and Class placement of new instructors prior to employment. Level and Class placement of new instructors will be sent electronically for review and input by the Personnel Review Committee prior to the offer of employment. The opportunity for input on salary placement will last no longer than three (3) business days from the date of the request by Human Resources.

b. Final PRC Review

For a period of one hundred twenty (120) days following the offer of employment, the PRC may conduct a final review of the salary placement and make any necessary adjustments to the salary placement.

c. Review of Requests for Salary Class Change

The PRC reviews applications for Level and Class adjustments for present faculty members.

d. Sabbatical Leave Requests

The PRC reviews applications for sabbatical leaves.

e. Requests for Equivalent Graduate Credit

The PRC reviews applications for graduate equivalency for work experience for presentation to the College President.

f. Recommendations to the Executive Director of Human Resources

Based on those reviews, the PRC makes recommendations and presentations to the Executive Director of Human Resources.

2. PRC Membership

a. Membership is as follows:

- (1) Three administrators.
- (2) The chairperson of the Department of the applicant.
- (3) Five (5) members from the Faculty Association.

b. PRC Officers

A Chairperson and Secretary-Recorder will be selected by the committee from its membership at the beginning of each academic year.

J. Debate and Forensics Coach

The Debate and Forensics Coach will be paid a stipend as specified in Appendix E related to debate and forensics activities.

K. Salary Payment

1. Schedule of Payments

The salary of each instructor shall be paid on a bi-weekly basis.

2. Early Pay Out

Instructors will be paid on a bi-weekly pay schedule each contract year with the following exception, upon completion of the class assignment and APRP, the instructor may elect

to receive the remainder of his/her pay with approval of the supervising Dean. Payment will be on the pay date following notification to Human Resources.

3. Daily Rate

For deviation from the contractual year other than Article V.B.1, the daily pay rate will be computed on 1/171 (of the salary printed in Appendix A plus department chair and academic stipends).

4. Delivery of Payroll

Salary checks are to be deposited electronically, mailed or available for pick-up in sealed envelopes at the instructor's option.

L. Faculty-Prepared Instructional Material

1. Material Prepared on Own Time

Salable material developed by staff members on their own time shall not become the property of the College, but such materials may be sold to students of Jackson College only under an agreement with the College.

2. Material Prepared on Contract Time

Salable material developed by staff members during time allocated for that purpose and compensated for by the College shall become the property of the College and royalties accrued there from shall be distributed on the basis of 25% to the inventor or inventors, author or authors and 75% to the College unless another method of distribution of proceeds was arranged prior to the development of the material. Materials prepared for Jackson College students use under these conditions shall be sold to the students with no profit to the author. Patents or copyrights shall be issued to the inventor or author and the College or its assignees.

M. Non-Credit Instruction

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

N. Performance Pay.

In addition to the base salary provided to a faculty member, during the 2017-2018 and 2018-2019 contract years, all faculty members shall be eligible to receive \$1,500.00 in performance pay each academic year. The process and criteria for faculty to receive performance pay is set forth in Appendix I. Faculty members shall be notified whether they have met the qualifications and satisfied the criteria for receiving Performance Pay in July and will receive their performance pay in August. Subject to the Maximum Faculty Base Salary for faculty found in Appendix A, performance pay awarded to a faculty member in any academic year shall be added to said faculty member's base salary for the following academic year. Notwithstanding anything to the contrary contained herein or within Appendix I, part-time faculty, Learning Facilitators, and faculty members who were not employed by Jackson College for the entire academic year, are not eligible to receive performance pay.

Example: A faculty member who is being paid the Maximum Faculty Base Salary for Class III, during the 2016-2017 contract year, who qualifies and receives performance pay each year of this Agreement, shall be paid the following:

2016-2017 Contract Year = Base Pay of \$86, 269.00;

2017-2018 Contract Year = Base Pay of \$86,269.00, plus \$1,500.00 of performance pay in August of 2018;



2018-2019 Contract Year = Base Pay of \$87,769.00, plus \$1,500.00 of performance pay in August of 2019.<sup>1</sup>

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<sup>1</sup> Maximum Faculty Base Pay for Class III will increase 2.0%, to \$87,994.00, in the 2018-2019 contract year, which will allow the \$1,500.00 in performance pay received by the faculty member in August of 2018 to be added to his/her base pay.

## ARTICLE XIII –Staff Reduction

### A. Involuntary Layoff

#### 1. Discussion Regarding Potential Alternatives to Staff Reduction

When the College President determines it may be necessary to decrease the size of the instructional staff due to overstaffing and/or adverse financial conditions, the College President or his/her designee shall meet and consult with the President of the Faculty Association. Affected departments or instructional areas shall have an opportunity to make recommendations and present alternatives to staff reductions to the College President or his/her designee.

#### 2. Decision/Notification

If after meeting with the President of the Faculty Association and reviewing any recommendation/alternatives presented by the affected departments/instructional areas, the College President determines, in his/her sole discretion, that a reduction of instructional staff is necessary, the reduction will occur within assigned teaching areas (teaching area = specified classes and/or programs within an impacted department or instructional area) and will be made by notifying instructors of layoff subject to seniority in the inverse order of their appointment. Notice of intent to layoff shall be given to the instructor in writing by June 1<sup>st</sup> for the following academic year.

#### 3. Procedure

##### a. Order of Layoff

Within assigned teaching areas, as determined by a review of the instructor's previously assigned classes, the reduction of force shall be accomplished first by layoff of annual instructors in the impacted teaching area, and if needed, layoff of instructors on continuing contract in the impacted teaching area.

##### b. Bumping Rights

Instructors on continuing contract shall have bumping rights that allow for them to bump annual instructors and continuing contract instructors (who have less seniority) in other teaching areas, provided they meet the minimum qualifications for teaching within said teaching area, as determined by the Higher Learning Commission's requirements/recommendations as found in Appendix H.

##### c. Qualifications to Bump

The supervising Dean or designee will evaluate the currency and relevancy of other academic activity, practical experience, other teaching experience and related information to determine qualifications to exercise bumping rights of the faculty member.

##### d. Plan to Update Skills

The supervising Dean may, in consultation with the instructor, develop a formalized plan to update skills and knowledge base. Such plan may include, but is not required to include, a reduction in the teaching load of the individual to accommodate implementation of the plan.

#### 4. Process for Exercising Bumping Rights

Step 1: Instructors wishing to exercise "bumping rights" by displacing an annual contract instructor or continuing contract instructor in another teaching area must submit a written notice of intent to bump to the Human Resources office within five (5) working days of receiving the layoff notice.

Step 2: Competency or experience in the requested teaching area, as defined above, must be demonstrated by the faculty member within ten (10) working days of submitting the notice of intent to bump.

Step 3: A meeting of the Academic Dean, Provost, an Association representative and the faculty member, must take place within five (5) working days of the faculty member demonstrating competency or experience in the requested teaching area. A decision will be made within three (3) working days of said meeting to either accept or deny the faculty member's request to bump into another teaching area.

Step 4: The College must issue contracts (See Article XIII.A.1) to any faculty member whose request to bump into another teaching area has been accepted within ten (10) working days of the meeting required by Step 3.

Step 5: The College shall have ten (10) additional working days from the meeting in Step 3 to issue layoff notices to individuals impacted by the "bumping" process. "Bumped" faculty members shall be considered at Step 1 and the process shall cycle through for them.

5. Recall

When a position is created or posted for which an instructor who is on layoff but eligible for recall is qualified, the College shall recall the instructor to fill the open position. Instructor on layoff shall be reinstated in inverse order of layoff and in accordance with seniority. Such re-appointment shall not result in loss of status or credit for previous years of experience. No new appointments shall be made while there are available instructors on layoff who, in the judgment of the College, are adequately qualified to fill the vacancies unless such instructors shall fail to advise the College President or his/her designee of acceptance of re-appointment within fifteen (15) working days from the date of notification by the College President of positions available. Notifications shall be by registered mail (return receipt requested) at the last known address of the instructor. It shall be the obligation of the instructor on layoff to keep the College updated with respect to his/her current address. The College must issue contracts (see Article XII.A.1) to any faculty member who successfully accepts reappointment within fifteen (15) working days of that acceptance. Faculty that are given notice of recall during the middle of the academic year will be issued a full-time contract, with full benefits, but with a letter addressing a reduction in the number of hours required to finish out the year as agreed upon between the Administration, faculty member and the Association.

6. Length of Recall Eligibility

Instructor shall be eligible for recall for three (3) years from the date of layoff.

7. Interruption Compensation

In the event a faculty member who has been granted continuing contract status is laid off, due to staff reduction, and such faculty member is not hired as an adjunct instructor pursuant to paragraph 13 below, such faculty member shall receive an amount of \$2,000 through payroll as interruption compensation. Said amount shall be transmitted to the affected person within ten (10) working days of effective date of layoff. Should the faculty member be reinstated and accept same, without loss of time, the interruption pay will be deducted from his/her next year's salary in equal amounts over the twenty-six (26) pay periods.

8. Outplacement Assistance

In the event of layoff, the College shall provide assistance to full-time faculty members having six (6) or more semesters (Fall or Winter) of employment with the College in

locating a comparable position through a professional outplacement service with a nationwide employment agency for up to one year. This service shall include resume development, skills evaluation and job search services. The laid off faculty member shall be eligible to receive up to \$2,200 worth of services, payable to the agency of his/her choice, within one year of the date of his/her layoff.

9. Grieving Layoff and/or Bumping

This article is specifically subject to the grievance procedure.

10. Seniority

a. Seniority Defined

Seniority shall be defined to mean the amount of time employed as a member of the bargaining unit measured from the date of acceptance of any letter of appointment for hiring through the length of contract issued.

b. Effect of Leaves on Seniority

Leaves shall not constitute a break in continuous employment; however, seniority shall not accrue except in the case of sabbatical and leaves for ill health. Time spent on layoff pursuant to this agreement shall not constitute a break in continuous employment and seniority shall continue to accrue.

11. Maximum Layoff

The parties agree that layoffs pursuant to this Article shall be limited to not more than five percent (5%) of the number of continuing contract and continuing contract track faculty existing on the first day of the previous winter semester.

12. Rescinding of Layoff Notice

If a layoff notice is rescinded before the start of the next academic year, the College must issue contracts [see Article XII (A)(1)] to that faculty member within ten (10) working days of notifying the instructor that the layoff has been rescinded.

13. Recommendation for Placement as Adjunct Instructor

The College agrees to "recommend" any faculty member who is laid off pursuant to this Article for placement as an adjunct instructor with the independent company providing the College with adjunct instructors at the time. The College will recommend that the laid off faculty member receive pay in accordance with the highest compensation paid to adjunct instructors working at the College at the time.

14. Learning Facilitators

No annual contract or continuing contract faculty member may be issued a layoff notice if a Learning Facilitator is employed in his/her teaching area.

B. Voluntary Layoff

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

## ARTICLE XIV -- Miscellaneous

- A. Long Range Planning  
Long-range institutional planning shall be conducted cooperatively by the Administration and the Faculty.
- B. Temporary and Experimental Programs  
The College may operate temporary (defined as 12 months or less) or experimental courses or programs outside the terms of this Agreement. In such cases, however, the President of the Association will be notified before new programs are implemented.
- C. Compliance with State and Federal Rules and Regulations  
Faculty members are expected to comply with rules and regulations set forth by State and Federal agencies. (Examples: Federal Occupational Safety and Health Act, MI-OSHA, Michigan Department of Education, etc.)

## ARTICLE XV -- Negotiations

- A. Notification  
The Association will notify the College President or his/her designee by November 1, of the year preceding the expiration of the Master Agreement, of any changes in the membership of the Association's negotiating team. In order to promote mutual understanding of the terms of the agreement or in relation to specific problems, meetings of negotiators shall be held. In addition to negotiators, the President of the Faculty Association and the College President may attend.
- B. Past Practice
  - 1. This Agreement shall supersede any rules, regulations or practices of the College which shall be contrary to or inconsistent with its terms.
  - 2. This Agreement shall likewise supersede any constitutional or by-law provisions of the Association heretofore in effect.
- C. Individual Contracts  
All instructor contracts shall be made expressly subject to the terms of this Agreement.
- D. College Policies  
The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the College.
- E. Distribution of Agreement
  - 1. This Agreement shall be available on the Human Resources website. to all new instructors at the time the appointment letter is issued.
  - 2. The Association shall have fifteen (15) copies of this Agreement for its use.
- F. Severability  
If any provision of this Agreement or any application of the Agreement to any instructor or group of instructors shall be found contrary to law, then such provision or application shall not be deemed valid or subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- G. Review of Agreement by Counsel  
This Agreement shall not be effective until approved as to form by counsel for the Association and for the College.

H. Reserve Clause

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

## ARTICLE XVI – Faculty Retraining

### A. Enrollment Trends Report

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

### B. Retraining

#### 1. Definition

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

#### 2. Eligibility

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

#### 3. Retraining Program

##### a. Program Guidelines

- (1) The College will provide financial reimbursement for course work only (books and tuition) and other training opportunities when the eligibility standards have been met (see section B.2 of this Article).
- (2) An established retraining plan shall be agreed to jointly by the supervising Dean and the faculty member involved, in writing. The plan shall minimally include: course of study, place of study, and timelines.
- (3) It is understood that no paid released time from regular College assignments will be part of the plan unless the instructor applies for and is granted a sabbatical leave or the instructor is participating in retraining under the conditions outlined in section B.3.g.(3).(c) of this Article. Every effort will be made to accommodate teaching schedules to course work being pursued.

##### b. Required Grades

To remain in the retraining program the instructor must earn grades of at least the minimum required toward a degree at the institution of study.

##### c. Transfer Eligibility

It is understood that no transfer opportunities exist within the retraining area until the retraining plan is complete.

##### d. Order of Eligibility

Least senior faculty in identified low-demand areas shall have first option for participation, as approved by the College administration.

##### e. Undergraduate Courses in Retraining

The College will provide financial reimbursement (books and tuition) for upper level undergraduate courses taken by a continuing contract faculty member as part of a

retraining plan when the instructor meets the eligibility requirements (see section B.2 of this Article) for retraining and the following criteria:

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

f. Retraining Resources

The College administration shall establish a fund of \$20,000 annually to pay for instructional costs on behalf of faculty members based upon criteria established above. Priority will be given to continuing contract instructors teaching in identified low enrollment areas.

g. Retraining Obligation

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



**ARTICLE XVII – Duration of Agreement**

This Agreement shall be effective as of September 1, 2016 and shall continue in effect until August 31, 2019. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

BOARD OF TRUSTEES	ASSOCIATION
By <u>[Signature]</u> Vice Chairman, Board of Trustees	By <u>Alana Tuckey</u> Association President
By <u>[Signature]</u> Secretary, Board of Trustees	By <u>[Signature]</u> Association Vice-President
By <u>[Signature]</u> Chief Negotiator	By <u>[Signature]</u> Chief Negotiator
By <u>[Signature]</u> Vice-President	

Date of Signing – 12-12-16

## APPENDIX A

### Initial Faculty “Base Salary” Schedule

	Class I	Class II	Class III	Class IV
Level 1	\$56,220	\$62,036	\$65,913	\$69,790
Level 2	\$59,128	\$65,428	\$69,790	\$74,152
Level 3	\$62,036	\$68,821	\$73,668	\$78,514

### Maximum Faculty “Base Salary”

Class I	Class II	Class III	Class IV
\$71,729	\$79,968	\$86,269	\$92,589

Correct amount \$92,569  
See letter of agreement on page 97.

The Maximum Faculty Base Salary set forth in each classification above shall increase by 2.0% in the 2018-2019 contract year.

### Contributory Retirement

In addition to salary compensation of faculty Jackson College will also participate in the Retirement Program for Michigan Public School Employees (MPERS) and the optional retirement program (ORP) as established by the Michigan Legislature.

**APPENDIX B**  
Annual Employment Contract

June \_\_, \_\_\_\_

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

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

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

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

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

If you choose to execute this contract and accept the foregoing position, you further covenant and agree that during the \_\_\_\_\_ Academic Year, you shall be prohibited from accepting a position as an academic instructor at any community college, college, or university, located within a one hundred and fifty (150) mile radius of Jackson College's Central Campus. In the event that you breach this covenant, Jackson College shall be entitled to injunctive relief preventing you from accepting said employment or continuing said employment as well as monetary damages incurred by Jackson College as a result of said breach.

JACKSON COLLEGE

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

ACCEPTANCE

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

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

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

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

Return all copies to Human Resources for receipt.

**APPENDIX B**

Continuing Employment Contract

June \_\_, \_\_\_\_

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

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

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

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

If you choose to execute this contract and accept the foregoing position, you further covenant and agree that during the \_\_\_\_\_ Academic Year, you shall be prohibited from accepting a position as an academic instructor at any community college, college, or university, located within a one hundred and fifty (150) mile radius of Jackson College's Central Campus. In the event that you breach this covenant, Jackson College shall be entitled to injunctive relief preventing you from accepting said employment or continuing said employment as well as monetary damages incurred by Jackson College as a result of said breach.

JACKSON COLLEGE

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

**ACCEPTANCE**

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

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

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

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

Return all copies to Human Resources for receipt.

**APPENDIX B**

Faculty Assignment

Date \_\_, \_\_\_\_

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

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

(title)

Your pay for the year is based on Class \_\_, Level \_\_ in the amount of \$ \_\_, \_\_.

Additional assignments are as follows:

(stipend)

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

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

JACKSON COLLEGE

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

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

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

\_\_\_\_\_  
Signature

**APPENDIX B**

Faculty Assignment - Overload

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

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

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

(type of overload)

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

(calculation)

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

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

JACKSON COLLEGE

\_\_\_\_\_  
President

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

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



## APPENDIX C

### Calendar 2017/18

#### Fall Semester 2017

Aug	30-31 & Sept 1	Learning Days
Sept	5	Day and Evening Classes Begin
Sept	19	In Service Day – No Classes
Oct	6	Project Success Day
Nov	22-26	Thanksgiving Break – No Classes
Dec	21	End of Fall Semester
Dec	23	Grades Due

#### Winter Semester 2018

Jan	10-12	Learning Days
Jan	15	Day & Evening Classes Begin
Feb	2	In Service Day – No Classes
Mar	12-18	Mid-Semester Break – No Classes
May	5	Commencement
May	6	End of Winter Semester
May	8	Grades Due

#### Spring Semester 2018

May	23	Day and Evening Classes Begin
July	4	Independence Day Holiday – No Classes
Aug	15	End of Spring Semester
Aug	17	Grades Due



## Calendar 2018/19

### Fall Semester 2018

Aug	29-31	Learning Days
Sept	4	Day and Evening Classes Begin
Sept	18	In-Service Day - No Classes
Oct	5	Project Success Day
Nov	21-25	Thanksgiving Break – No Classes
Dec	20	End of Fall Semester
Dec	22	Grades Due

### Winter Semester 2019

Jan	9-11	Learning Days
Jan	14	Day & Evening Classes Begin
Feb	1	In-Service Day – No Classes
Mar	11-17	Mid-Semester Break – No Classes
May	4	Commencement
May	5	End of Winter Semester
May	7	Grades Due

### Spring Semester 2019

May	30	Day and Evening Classes Begin
July	4	Independence Day Holiday – No Classes
Aug	22	End of Spring Semester
Aug	24	Grades Due

## Calendar 2019/20

### Fall Semester 2019

Aug	28-30	Learning Days
Sept	3	Day and Evening Classes Begin
Sept	17	In-Service Day - No Classes
Oct	4	Project Success Day
Nov	27-Dec 1	Thanksgiving Break – No Classes
Dec	19	End of Fall Semester
Dec	21	Grades Due

### Winter Semester 2020

Jan	8-10	Learning Days
Jan	13	Day & Evening Classes Begin
Jan	31	In-Service Day – No Classes
Mar	9-15	Mid-Semester Break – No Classes
May	2	Commencement
May	3	End of Winter Semester
May	5	Grades Due

### Spring Semester 2020

May	28	Day and Evening Classes Begin
July	3-5	Independence Day Holiday – No Classes
Aug	19	End of Spring Semester
Aug	21	Grades Due

## APPENDIX D

### Annual Professional Responsibilities Report & Plan Template

---

**Name:**

**Department:**

**Date:**

The APRP and annual goals must include the elements of the evaluation process identified below, and be consistent with the college's strategic plan and the shared governance plan of the department:

#### I. Annual Goals

#### II. Efforts That Support Teaching/Learning

- How do your syllabi respond to ADOs?
  
- Have you posted your most current syllabi on JetNet and sent your office hours to the Office of the academic deans?  
 Yes  No
- Have you submitted Student Outcomes (Success Tables requested once a year for each course) for your most current courses to your Lead Faculty and/or the Faculty Assessment Committee?  
 Yes  No
- For those courses in which you operate as Lead Faculty, do they have current Course Reviews (reviewed every five years) on file with the Curriculum Committee?  
 Yes  No  NA
- Describe other roles and activities that belong in this category (service learning, diversity, use of technology, group work, etc.)

### Summary of Grades Reported and Other Statistical Measures

TERM: Choose an item. YEAR: Choose an item.

CLASS SECTION 1			CLASS SECTION 2			CLASS SECTION 3		
Grade	Students	Percent	Grade	Students	Percent	Grade	Students	Percent
4.0			4.0			4.0		
3.5			3.5			3.5		
3.0			3.0			3.0		
2.5			2.5			2.5		
2.0			2.0			2.0		
1.5			1.5			1.5		
1.0			1.0			1.0		
0.5			0.5			0.5		
0.0			0.0			0.0		
I			I			I		
W			W			W		
Y			Y			Y		
P			P			P		
F			F			F		
ADO outcomes submitted?	<input type="checkbox"/> Yes <input type="checkbox"/> No		ADO outcomes submitted?	<input type="checkbox"/> Yes <input type="checkbox"/> No		ADO outcomes submitted?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Participated in HQV grade reporting?	<input type="checkbox"/> Yes <input type="checkbox"/> No		Participated in HQV grade reporting?	<input type="checkbox"/> Yes <input type="checkbox"/> No		Participated in HQV grade reporting?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Average Grade for all Sections			Average Grade for all Sections			Average Grade for all Sections		
Number of section grades submitted on time?			Number of section grades submitted on time?			Number of section grades submitted on time?		
Comments:			Comments:			Comments:		

## Summary of Grades Reported and Other Statistical Measures

**TERM:** Choose an item.

**YEAR:** Choose an item.

CLASS SECTION 4			CLASS SECTION 5			CLASS SECTION 6		
Grade	Students	Percent	Grade	Students	Percent	Grade	Students	Percent
4.0			4.0			4.0		
3.5			3.5			3.5		
3.0			3.0			3.0		
2.5			2.5			2.5		
2.0			2.0			2.0		
1.5			1.5			1.5		
1.0			1.0			1.0		
0.5			0.5			0.5		
0.0			0.0			0.0		
I			I			I		
W			W			W		
Y			Y			Y		
P			P			P		
F			F			F		
ADO outcomes submitted?		<input type="checkbox"/> Yes <input type="checkbox"/> No	ADO outcomes submitted?		<input type="checkbox"/> Yes <input type="checkbox"/> No	ADO outcomes submitted?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Participated in HQV grade reporting?		<input type="checkbox"/> Yes <input type="checkbox"/> No	Participated in HQV grade reporting?		<input type="checkbox"/> Yes <input type="checkbox"/> No	Participated in HQV grade reporting?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Average Grade for all Sections			Average Grade for all Sections			Average Grade for all Sections		
Number of section grades submitted on time?			Number of section grades submitted on time?			Number of section grades submitted on time?		
Comments:			Comments:			Comments:		

### III. Professional Development

Please name and categorize your professional development (including JCC Learning Days) activities in the following ways that are appropriate to you. Include name of activity, date(s) of activity, and number of hours completed.

\*Note that you're not being asked to respond to all the categories, only to categorize your responses.

Professional Development Categories
Diversity Training:
Coursework:
Technical Training:
Discipline Based Conferences:
Pedagogy:
Service Learning:
Mentoring:
Advising:
Other (specify):

### III. Service to the Department and the College

Please name and categorize your service in the following ways that are appropriate to you:

Service to the Department
Active involvement in an Academic Committee:
Active involvement in department governance/meetings:
Participation as a mentor for faculty:
Involvement in College initiatives (CIP, AQIP):
Active involvement with other College activities:
Volunteering with College organizations (student groups, Adopt-a-Highway):
Ad Hoc Committee Member (i.e., Renovation design team):
Other (specify):

#### IV. Service to the Community

Please name and categorize your service in the following ways that are appropriate to you:

<b>Service to the Community</b>
Membership in service organizations:
Service to non-profit organizations:
Work with educational institutions:
Other (specify):

#### V. Student Feedback Surveys

- Summarize your conclusions about the student feedback surveys.
- Indicate revisions you intend to make to your courses to improve student success based on the results you received.

--

#### VI. Use of Professional Responsibility Days (11 days/77 clock hours)

Please describe how you use the time that is set aside for individual professional work.

--

#### Responsive comments related to contractual evaluation criteria:

--

<b>Supervising Dean:</b>	
<b>Date:</b>	

## APPENDIX E

### Stipends/Salary Adjustments/Overload Rates

(per contact hour unless otherwise stated)

<b>Agreement Reference</b>	
Article V--Overload rate (per contact hour)	\$49.57
Non-Classroom Overload Rate (per clock hour)	\$32.95
Article XII (annual stipends)	\$645.88
H, 5 (a) – Specialist	
H, 5 (b) – PhD Candidate	\$645.88
H, 5 (c) – PhD	\$1,851.55
Head Librarian	\$3,867.47
J – Debate and Forensics	\$3,310.95
Article XII (M) – Non-Credit – Minimum	\$.34.00



**APPENDIX F**  
**Faculty Manual**

The current faculty manual is online at [www.jccmi.edu](http://www.jccmi.edu)

**APPENDIX G**

**DISTANCE LEARNING COURSE  
PRODUCTION AGREEMENT**

Jackson College

Upon acceptance, this memo, dated \_\_\_\_\_, constitutes an agreement, in accordance with the following terms and conditions, between Jackson College and, \_\_\_\_\_, the "faculty designer", to produce a \_\_\_\_\_ distance learning course in a(n) \_\_\_\_\_ format, referred to hereafter as the "course".

1. The services to be performed and other business arrangements by the parties under this agreement are related exclusively to the production of the course named above.
2. Jackson College will pay the faculty designer for the development of this distance learning course by providing the following compensation: \_\_\_\_\_

Compensation will be paid as follows:

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

3. The compensation provided by this agreement, if any, shall constitute full payment for all services performed by the designer in completion of the following tasks: (as many may be listed and described as are mutually agreed by the faculty designer and the supervising Dean, or his/her designee).

- a. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- b. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- c. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. The items listed here constitute all of the course components to be produced within the scope of this agreement. Together they constitute the "course" (There may be as many components listed as are agreed to the faculty designer and the supervising Dean or his/her designee).

- a. \_\_\_\_\_
- b. \_\_\_\_\_
- c. \_\_\_\_\_

5. In the development and design of the course, the faculty designer will follow either current Quality Matters Rubric criteria or the Michigan Community College Virtual Learning Collaborative (MCCVLC) Online Course Development Guidelines and Rubric to be used as a guide for outlining a progress report before a course can be approved.

6. In the development and design of the course, the faculty designer will communicate with and solicit input from other JC faculty who teach this subject, if any.

7. The supervising Dean or designee will assist the faculty designer in the instructional design of the course and provide appropriate necessary production support as specified below:

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

8. It is understood that every effort will be made to complete the course in time for use in the \_\_\_\_\_ semester of \_\_\_\_\_ (academic year). The designer will provide a progress report to the supervising Dean at the following time(s):  
\_\_\_\_\_.

9. Upon completion and signing of this agreement the course designed under this agreement shall become the property of Jackson College.

10. This agreement may not be changed unless both the faculty designer and Jackson College agree to the change in a written addendum.

Date \_\_\_\_\_

\_\_\_\_\_  
Faculty Designer

\_\_\_\_\_  
Instructional Designer Jackson College

\_\_\_\_\_  
Dean of Arts & Sciences  
Jackson College

## Appendix H



**Higher Learning Commission**  
A commission of the North Central Association

# Guidelines

## DETERMINING QUALIFIED FACULTY: GUIDELINES FOR INSTITUTIONS AND PEER REVIEWERS

### || INTRODUCTION

The following information provides guidance to institutions and peer reviewers in determining and evaluating faculty qualifications at institutions accredited by the Higher Learning Commission. These guidelines serve to amplify the Criteria for Accreditation and Assumed Practices that speak to the importance of institutions employing qualified faculty for the varied and essential roles faculty members perform.

These guidelines apply to all faculty members whose primary responsibility is teaching, including part-time, adjunct, temporary, and/or non-tenure-track faculty. Although some institutions place a heavy reliance on adjunct faculty, or give graduate teaching assistants the predominant responsibility for instruction in many course sections, an institution committed to effective teaching and learning will be able to demonstrate consistent procedures and careful consideration of qualifications for all instructional faculty.

### || RELEVANT CRITERIA AND ASSUMED PRACTICES

*Criterion Three. Teaching and Learning: Quality, Resources, and Support*

Core Component 3.C. The institution has the faculty and staff needed for effective, high-quality programs and student services.

3.C.1. The institution has sufficient numbers and continuity of faculty members to carry out both

the classroom and the non-classroom roles of faculty, including oversight of the curriculum and expectations for student performance; establishment of academic credentials for instructional staff; involvement in assessment of student learning.

3.C.2. All instructors are appropriately qualified, including those in dual credit, contractual, and consortial programs.

3.C.4. The institution has processes and resources for assuring that instructors are current in their disciplines and adept in their teaching roles; it supports their professional development.

*Assumed Practice B. Teaching and Learning: Quality, Resources, and Support*

#### B.2. Faculty Roles and Qualifications

- a. Instructors (excluding for this requirement teaching assistants enrolled in a graduate program and supervised by faculty) possess an academic degree relevant to what they are teaching and at least one level above the level at which they teach, except in programs for terminal degrees or when equivalent experience is established. In terminal degree programs, faculty members possess the same level of degree. When faculty members are employed based on equivalent experience, the institution defines a minimum threshold of experience and an evaluation process that is used in the appointment process.
- b. Instructors teaching at the doctoral level have a record of recognized scholarship, creative endeavor,

or achievement in practice commensurate with doctoral expectations.

## || KNOWING WHAT STUDENTS SHOULD LEARN

Within a specific discipline or field of study, “the faculty and staff needed for effective, high-quality programs and student services” stated in Core Component 3.C. refers to a faculty member’s ability to understand and convey the essentials of the discipline that a student should master at various course and programs levels. Qualified faculty should be able to engage professionally with colleagues in determining the specific, stated learning objectives for all graduates of a specific program as well as possess the full scope of knowledge, skills, and dispositions appropriate to the degree awarded.

In addition, qualified faculty should know the broad learning objectives of the institution for all of its students. The Commission expects that, through the higher education curricula that faculty develop, the exercise of intellectual inquiry and the acquisition, application, and integration of broad learning and skills are integral to its educational programs.

Qualified faculty should also be aware of whether and how much students learn, since an institution should be able to demonstrate a commitment to educational achievement and improvement through ongoing assessment of student learning.

*Note: See the Commission’s Criteria 3 and 4 (specifically 3.B. and 4.B.) for more information on expectations regarding teaching and learning.*

## || QUALITY ASSURANCE EXPECTATIONS IN DETERMINING QUALIFIED FACULTY

The Commission expects that “Determination by Credentials” will be the primary mechanism used by institutions to ascertain faculty qualifications.

### DETERMINATION BY CREDENTIALS

Faculty credentials generally refer to the degrees faculty have earned that provide a foundation for knowing what students should learn in a specific discipline or field. Over the years, some hallmarks and common expectations for faculty credentials have emerged within the higher education community, such as:

- Faculty teaching in higher education institutions should have completed a program of study in the discipline or subfield in which they will teach, and/or for which they will develop curricula, with coursework at least one level above that of the courses being taught or developed. Successful completion of a coherent degree better prepares a person than an unstructured collection of credit courses.
- Faculty teaching in undergraduate programs should hold a degree at least one level above that of the program in which they are teaching. Those teaching general education courses, or other courses that transfer, typically hold a master’s degree or higher in the discipline or subfield. If a faculty member holds a master’s degree or higher in a discipline or subfield other than that in which he or she is teaching, that faculty member should have completed a minimum of 18 graduate credit hours in the discipline or subfield in which they teach.
- Faculty teaching in graduate programs should hold the terminal degree determined by the discipline and have a record of research and scholarship appropriate for the graduate program.
- Faculty guiding doctoral education should have a record of scholarship and preparation to teach at the doctoral level. Research and scholarship should be appropriate to the program and degree offered.

### DETERMINATION BY FACTORS OTHER THAN CREDENTIALS

Qualified faculty are identified primarily by credentials, but other factors may be considered in addition to the degrees earned. For example:



- Besides credentials, other attributes may be necessary to qualify someone to teach, such as the ability to design curricula, develop and implement effective pedagogy, and appreciate the breadth of knowledge in quality undergraduate and graduate education.
- Knowledge of a specific discipline as indicated by the credential is not all that is required since faculty carry other significant responsibilities, such as conducting research, advising students, participating in co-curricular activities, and contributing to shared governance.
- An earned degree does not necessarily attest to a faculty member's ongoing professional development in the field. Knowing what students should know is dependent upon the discovery of new knowledge and currency in the field.
- Because of changing academic, societal, and workforce needs, institutions are developing interdisciplinary and other non-traditional programs that require faculty to think beyond their own disciplines and traditional academic programs to determine what students should know and to design curricula accordingly.
- In some cases, such as in practice-oriented disciplines or programs, tested experience in the field may be needed as much as the formal educational preparation at the prescribed level in determining what students should know to practice.

#### USING "TESTED EXPERIENCE" AS A BASIS FOR DETERMINING QUALIFIED FACULTY

The value of using tested experience to determine faculty qualifications depends upon the relevance of the experience both to the degree level and to the specific content of the course(s) for which the faculty member is responsible. Tested experience implies that some objective measure ensures that the individual's knowledge and expertise are sufficient for determining what students should learn and

have learned (see Assumed Practice B.2.). For example:

- A faculty member teaching baccalaureate-level courses in human resources or business ethics may not have a relevant degree at the appropriate level but can provide evidence of effective work as a practicing labor relations attorney.
- A faculty member who teaches courses in a pre-associate technology program may not possess a graduate degree but might have the industry certification and years of experience working in that field.
- A faculty member teaching clinical courses in a master's program in education may not have a doctorate in education but, instead, may have documented recognition of excellence in teaching.
- A faculty member teaching creative writing, painting, or music may have had his or her expertise, ability, and talent validated through publications or through wide critical and public acclaim.
- A faculty member teaching conversational courses in Native American or foreign language may demonstrate his or her qualification through recognition of competence by tribal elders or through a nationally recognized rating of proficiency in foreign language.

#### || WHEN FACULTY QUALIFICATIONS ARE REVIEWED

Faculty qualifications are reviewed at all institutions accredited by the Commission at least at the time of an institution's comprehensive evaluation but may also be a subject of examination at other times if the issue becomes a matter of concern.

##### *Contact Information*

Questions? Contact a staff liaison for clarification.

## Appendix I

### Performance Pay Recognition

As an innovative institution of higher education, Jackson College seeks to recognize employees for their outstanding job performance, their demonstrated beliefs-in-action practices, and most especially for their meaningful contributions to the success of our students, what is referred to as College's Total Commitment to Student Success. In sum, all of these contributions center upon each employee enthusiastically living the institution's mission, vision, values and beliefs (as posted on the College's website), to the best of their ability, to both internal and external stakeholders, each and every day. These expected, minimum contributions are demonstrated through:

1. Employment at Jackson College for the entire academic year;
2. Posted syllabi on the College's JetNet system, which are required at the end of the 1<sup>st</sup> week of class;
3. Filed listing of office hours for students, which must be provided to Deans' Office and adhered to by the faculty, due one week after the start of the semester.
4. Filed assessment data, which must be provided to the Assessment Committee and/or Lead Faculty (replace with the new GEO process when complete) annually prior to the end of the winter semester;
5. Notification for student performance status (i.e., HQV alerts) which must be submitted on time, due 3 times per class or as per the grades schedule on the Deans' webpage;
6. Filed Annual Professional Responsibilities Plan (APRP) submitted on time (i.e., no later than May 15<sup>th</sup>, of each academic year)

Employees demonstrating a supportive, positive, and friendly attitude to all students, staff, and college guests, and becoming a member of the college community is important to Jackson College. Faculty will demonstrate these behaviors by:

7. Documented service on at least one College committee (i.e., Integrity, Advisory, and any additional committee as agreed to between the faculty and the supervising dean);
8. Compliance with all aspects of the Jackson Community College Faculty Association (JCCFA) Agreement between Jackson College and the JCC Faculty Association (JCCFA);

9. Achievement of all annual goals, developed in concert with the Supervising Dean and consistent with the College's strategic plan, and the shared governance plan of the department as reflected in the annual APRP document and agreed upon during the annual APRP review meeting. Process, progress, and/or achievement shall be discussed between the faculty member and their supervising Dean throughout the year, as needed;
10. Demonstrated and documented character and behavior that does not include any breaches of professional behavior nor any disciplinary action within the current academic year.
11. Employment status that is not probationary.

The employee and supervising academic dean shall meet by July 31<sup>st</sup> to review the achievements of the employee's previous academic year and agree to goals for the upcoming academic year, which must be achieved and documented prior to May 15<sup>th</sup> of said year.

For items 2, 3, 4, and 5 listed above, each faculty member shall be given one (1) 48 hour relief over the 12 months.



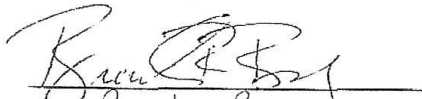
**Statement of Intent**  
**between**  
**Jackson College Faculty Association (JCFA)**  
**And**  
**Jackson College**

This Statement of Intent between JCFA and Jackson College is to clarify the change to the JCFA Labor Agreement in relation to transitioning from a salary schedule containing steps for years of service, to a "Base Salary" Salary Schedule for placement of new faculty and subsequent professional compensation.

The Initial Base Salary for existing faculty members will be equal to the salary reflected in their annual employment contract for the 2016-2017 academic year. For those current faculty members whose salary for the 2016-2017 academic year does not meet the minimum Initial Faculty Base Salary for their respective class set forth in Appendix A of the new JCFA Labor Agreement, they will receive a pay increase to the minimum Initial Faculty Base Salary for their respective class.


It is the desire of both the College and the Association that the College remain competitive with respect to recruitment of new faculty to the College. As such, the College and the Association have agreed to significantly increase the minimum Initial Faculty Base Salary for new faculty hires. The minimum Initial Faculty Base Salary for new faculty is equal to the faculty salary formerly associated with Step 5 on the eliminated step/salary schedule.

Jackson College:

  
Brendon Beer

Date: December 6, 2016

Jackson College Faculty Assn.:



Date December 6, 2016

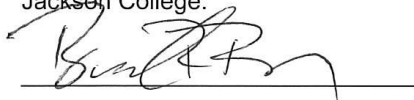
**Statement of Intent**  
**between**  
**Jackson College Faculty Association (JCFA)**  
**And**  
**Jackson College**

This Statement of Intent between JCFA and Jackson College is to clarify the faculty salaries increases in the JCFA Labor Agreement for the 2016-2017 academic year.

Annual contract and continuing contract faculty who are not earning the Maximum Faculty Base Salary, shall have 1%, plus \$1,000.00, added to their base salary in the 2016-2017 contract year.

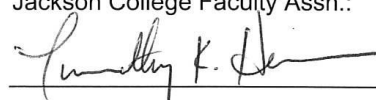
All continuing contract faculty who are earning the Maximum Faculty Base Salary shall receive an off-schedule payment equal to 1% of their base salary in the 2016-2017 contract year. The payment shall be made in the first pay following execution of a successor agreement by the College and the Association.

Jackson College:

  
\_\_\_\_\_

Date: 12/12/16

Jackson College Faculty Assn.:

  
\_\_\_\_\_

Date 12.12.16

## Letter of Understanding

Between

Jackson College Faculty Association

And

Jackson College

December 12, 2016

The parties agree as follows:

1. The following adjunct employees (Lisa Mosser, Kathy Burk, and Charles Queener) remain part of this bargaining unit.
  - a. The Three adjuncts listed above shall remain an employee of Jackson College employed as a Tier II Instructor. These employees will continue to be members of the bargaining unit. Tier II Instructors will maintain their employment with the College subject to College needs based on student enrollment. Tier II Instructors will be paid as follows
    - i. Regular BA of Nursing (AON): \$42.77
    - ii. Regular (MA or PHO) or Nursing (BSN): \$44.34
    - iii. Nursing or Allied Health Clinical Associate Degree (per clock hour): \$35.93
    - iv. Nursing or Allied Health Clinical (BA, MA, PHO) per clock hour: \$38.31
2. Tier II Instructors shall not receive benefits under the terms of the Collective Bargaining Agreement. Tier II Instructors conditions of works are as follows :
  - a. Tier II Instructors may be employed for partial assignments when registration demands or special course demands require additional instructor time.
  - b. Limits on Tier II Instructors Hours:
    - i. Annual Maximum: A Tier II Instructor shall be employed for no more than 27 contact hours per during each academic year.
    - ii. Semester Maximum: No more than 12.5 contact hours may be taught in any one enrollment period.
  - c. Non-Classroom (Clock Hours)
    - i. Tier II Instructors employed to perform non-classroom duties, nursing clinical, or allied health clinical shall be employed for a maximum of 1222 clock hours during an academic year or a maximum of 25 clock hours per week. Examples of non-classroom assignments include, but are not limited to: library; counseling; and course placement readers.
  - d. Office Hours
    - i. Availability: Tier II Instructors shall announce to students their availability for conferences.
    - ii. Compensated Office Hours: English 090, 131, 132, 232, and 261/262 instructors will be required to keep one compensated office hour per week and be available to students during that time. This

facilitate the above, the College will endeavor to establish Tier II Instructor office space.

e. Benefits

i. Tuition Grants: Tier II Instructors shall be granted tuition grants for any regular scheduled JC classes under the following conditions:

1. The tuition grant will be two (2) times the value of credit hours taught by a Tier II Instructor.

ii. Calculating Tuition Grants for Non-Classroom Hours

1. Tier II Instructors who are paid on a clock hour basis will receive tuition grants based on the following formula: number of clock hours worked divided by twenty-four (24).

2. Eligibility to Utilize Tuition Grants: The grants may be used by the Tier II Instructor, spouse, natural and/or legally adopted children (age 25 or less).

3. Enrollment Process: A voucher permitting enrollment, under regular admissions procedures, will be issued to the adjunct instructor when Human Resources has confirmed eligibility of the instructor in accordance with section e. i. 2 above.

4. Maximum Accumulation: Tier II Instructors may accrue tuition grants up to a limit of fifty (50) contact hours.

5. Expiration of Tuition Grants: If the Tier II Instructor is no longer employed unused credit will remain on file for a period of three (3) years. At the end of three (3) years the credit is forfeited.

6. Exclusions from Tuition Grant

a. Tuition grants are not applicable to CRO or Ed-To-Go courses.

b. Course fees shall exclude lifetime learning (LTL) courses with the exception of health and physical fitness activity (LTL) classes. Each adjunct instructor shall be granted, at no cost, access to LTL Health and Physical Fitness course.

iii. Leave

1. A Tier II Instructor may be absent from one (1) class session per semester without loss of compensation. The instructor is responsible for making adjustments to course syllabus to accommodate the course content missed by the students in this class.

2. The Supervising Dean must approve arrangements for substitutes and/or making up time missed. If more than one (1) class session per semester is missed due to illness the Tier II Instructor will submit a plan to make up the class time. The plan is subject to approval of the Dean. If the plan is not approved by the Dean a reduction in compensation will occur.

iv. Evaluation


1. Tier II Instructors will participate in the evaluation process in Article X of CBA.

v. Priority Assignments

1. Tier II Instructors will be given priority consideration for preferred courses and sections above adjunct instructors provided by the third party provider.

- 
1. Tier II Instructors who attend an orientation course or other professional development opportunity offered by the College will be compensated at the rate of \$15.50 per hour for their attendance. Tier II Instructors will be paid a minimum of two (2) hours for participation in any activity not scheduled on a day or at a location they are teaching.
- vii. Adjustment of Tier II Instructor Pay Rates
1. The College may increase the pay rates up to one dollar (\$1.00) above the rates set forth herein.
- viii. Professional Development Fund
1. The College will establish a Professional Development Fund for Tier II Instructors for participation in professional development activities directly related to their teaching. The annual maximum award is \$500 per individual.

For JCCFA

  
Alana Tuckey, President  
December 16, 2016

For Jackson College

  
Cindy Allen, VP Admin & HR

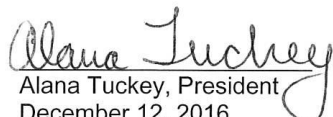
Letter of Agreement by and between  
Jackson College and the  
Jackson Community College Faculty Association  
December 12, 2016

**E. Student Feedback Surveys**

1. Students will be given the opportunity to offer feedback for the courses in which they are enrolled through a consistent process which protects student's anonymity. The timing for feedback surveys will be as follows:
  - a. Fall and Winter Semester courses: last week of the class and the week following
  - b. Spring/Summer Semester courses: during the last week of the semester and the week following. The Spring/Summer Semester student responses will not be included in the faculty APRP.
2. The College and the Association has agreed upon an electronic student feedback survey instrument. The College and Association has reviewed the effectiveness of the survey instrument and approves its use for the remaining years of this collective bargaining agreement.
3. The survey instrument contains three (3) separate areas for students to provide feedback. These areas include standard survey questions from the College, respective Department and each course.
  - a. The College survey questions are uniform across departments and are taken from the current bank of questions used for faculty surveys. The College portion of the survey contains no more than five (5) questions.
  - b. Department survey questions may be developed by each department. Questions will relate to department established goals. The Department portion of the survey contains no more than five (5) questions.
  - c. Course questions may be developed by each department. The course level portion of the survey contains no more than five (5) questions.
4. The Provost, supervising Dean and instructor shall have access to all portions of the survey and results. Department Chairs or their designee shall also have access to all portions of the survey for all their part-time instructors. Results of the survey will be shared with all appropriate parties within three (3) working days from the day the survey was closed to students.
5. Student feedback surveys will not be used to replace or circumvent the student academic complaint process or other processes designed to report alleged breaches of professional behavior.

6. It is acceptable for courses where electronic formats are not possible (e.g., prison program courses) to use paper surveys of students. The questions on the paper surveys must be the same as those for the electronic survey of the course. The surveys will be distributed to students during the last two weeks of class in a way that preserves student anonymity. The student responses will be submitted to the Academic Dean's office where the results will be compiled and shared with the appropriate parties according to section E.4 above.

For JCCFA

  
Alana Tuckey, President  
December 12, 2016

For Jackson College

  
Cindy Allen, VP Admin & HR

Letter of Agreement by and between  
Jackson College and the  
Jackson Community College Faculty Association  
December 12, 2016

**Article XI**

**G: Academic Student Complaints:**

An academic student complaint is a non-civil rights related complaint generated by an individual student concerning the work-related activities of a faculty member. Academic complaints can include but are not limited to the following: an evaluation of academic work (e.g., grades dispute, exam retakes), failure of a faculty member to follow College policies in the conduct of classes or examinations, etc. Each student complaint is processed separately unless the instructor involved agrees to meet with multiple students. A student filing an academic complaint will be required to undertake the following steps:

**Step 1. Student meets with instructor:** Students must initiate a scheduled conference with the instructor with whom they have a complaint. At this meeting, the student must identify the concern(s) and propose a resolution. This meeting must take place no later than the end of the fourth week of the semester following the relevant incident/dispute. A face-to-face meeting is strongly preferred, but electronic formats that allow for multiple participants are acceptable. One representative, who must be from JC (i.e., a current student, instructor, administrator, or Student Ombudsman (SO)), may be requested by each party to participate in this scheduled informal meeting. If the instructor is no longer employed by the College, the student will meet with the Department Chair instead.

**Step 2. Student puts complaint in writing:** If the conflict is not resolved in the meeting between the student and the instructor, and the student chooses to pursue the matter further, he/she must put the complaint in writing. The complaint should contain (at a minimum): the date and time of the alleged conflict or action, the date and time of the Step 1 meeting to resolve the matter, a summary of the complaint, and any relevant documentation. The student must also include the resolution or outcome he or she is seeking. The form and any supporting documents must be submitted to the SO within 10 business days of the meeting with the instructor.



- a. The SO logs the complaint in the student's record in the CASM Colleague screen.
- b. The SO determines the type of complaint, that it meets the appropriate complaint criteria outlined in the Article XI.G introductory paragraph, and what department(s) should be consulted and/or included in the resolution.
- c. The SO contacts the instructor via email to confirm whether a Step 1 meeting between the student and instructor has taken place regarding the complaint. If it has, the SO will include the confirmation email from the instructor in the complaint documents for future steps. If it has not, the SO will notify the student to return to Step 1 of the process. If the SO does not hear back from the faculty member within five (5) business days, it is assumed the step 1 meeting has taken place and the process continues to step 3.
- d. If the complaint is determined to meet the academic complaint criteria (including that the Step 1 meeting has taken place), the complaint form and all supporting materials (including documents submitted by the student as well as relevant information from the SO) shall be scanned and emailed to the responsible Department Chair within three (3) business days from confirmation of Step 1. If the faculty member named in the complaint is the Department Chair (or if the Chair was replacing a faculty member no longer with the College), the complaint materials will be forwarded to a related Department Chair for the purposes of Step 3 (e.g., Science & Math, Nursing & Allied Health, Language, Literature and Arts & Foundation Studies, Social Science & Business & Technical Trades).
- e. If the complaint is determined to be non-academic, refer to section H: Non-academic Student Complaints.
- f. The SO shall track the academic complaint, as necessary, through the following steps, in order to assure the timeliness requirements are met, the student is continuing to receive due process and to document the resolution.
- g. Once a final decision is made, at any step of the process, the SO shall record the disposition and the complaint/appeal record and assure the student is notified of the outcome.

**Step 3. Complaint Submitted to Department Chair:** Within five (5) business days of receipt of the complaint materials, the Department Chair will contact the instructor and the student to arrange an informal meeting regarding the complaint within a reasonable timeframe. The Department Chair will not release a full copy of the complaint documents to the instructor, but will paraphrase the complaint issues.

**Step 4. Department Chair holds an informal hearing:** The Department Chair shall convene a meeting with the student and the instructor. A face-to-face meeting is strongly preferred, but electronic formats that allow for multiple participants are acceptable. The Department Chair shall conduct any necessary investigation prior to the meeting. The Department Chair's role in this meeting is as a neutral mediator. The Department Chair will make a written recommendation within five (5) business days of the meeting. This recommendation will be forwarded via email to the instructor, student, and SO. It will include the date of the meeting, the parties present at the meeting, any verbal resolutions the parties agreed to at the meeting, and any recommendations the Chair can make towards a resolution of the conflict.

**Step 5. Complaint submitted to Dean:** If the student or instructor is unsatisfied with the results of the meeting with the Department Chair, they must request that the SO send the complaint forward to the supervising Academic Dean within five (5) business days of the receipt of the Department Chair's written recommendation. The SO shall promptly forward the original complaint, any supporting documents, and the Department Chair's written recommendation to the supervising Academic Dean who will then promptly provide the instructor and the Association President with a true and complete copy of all these documents.

**Step 6. Dean holds a formal hearing:** Within five (5) business days of the time the instructor and the Association should have received the relevant complaint documents, the supervising Academic Dean shall contact the student, instructor, and the Association President to arrange a formal hearing within a reasonable timeframe. The instructor may write and submit a written statement of facts as he/she understands them to the Dean before the time of the hearing. Parties of interest that may attend the hearing include the student, the SO (if the student so desires), the instructor, his/her Association representative and the Department Chair. Other individuals may be present at the hearing but they may not participate in the proceedings. A face-to-face hearing is strongly preferred, but electronic formats that allow for multiple participants are acceptable.

**Step 7. Dean issues a resolution:** Within five (5) business days after the hearing, the supervising Academic Dean will distribute a written resolution of the complaint to the student, instructor, the Association President, and the SO. The written resolution will state the facts as assessed by the Dean and indicate what appropriate actions will be taken.

**Step 8. Appeal to the Provost:** The student or instructor may appeal the Dean's disposition of the complaint to the Provost. An appeal to the Provost will only be considered if it meets one of the following criteria:

- a. There is substantive new evidence not previously available at the time of the Dean's hearing which could have materially affected the outcome.
- b. There were procedural errors in the case that substantively impacted the fairness of the hearing.

If the student or instructor has grounds for appeal as delineated above, they must submit a letter to the Provost outlining the grounds for their appeal within five (5) business days of the receipt of the supervising Academic Dean's written resolution. The Provost may request all relevant complaint documentation from the supervising Academic Dean and the SO. The Provost will decide within five (5) business days of receipt of all relevant documents whether a formal appeal hearing is warranted.

If the Provost determines that a formal appeal hearing is warranted, he/she shall contact the student, instructor, and the Association President to arrange a formal hearing within a reasonable timeframe. Parties of interest shall that may attend the hearing include the student, the SO (if the student so desires), the instructor, his/her Association representative, the Department Chair, and the supervising Academic Dean. The Provost may include a non-participating Academic Dean in the appeals process. A face-to-face meeting is strongly preferred, but electronic formats that allow for multiple participants are acceptable.

**Step 9. Provost issues an Appeals Resolution:** Within five (5) business days after the hearing, the Provost will distribute a written resolution of the appeal to the student, instructor, the Association President, the SO and the supervising Academic Dean. The written resolution will state the facts as assessed by the Provost and indicate what appropriate actions will be taken. This is the ultimate step in the Academic Student Complaint Process and the decision of the Provost is final.

#### **H. Non-Academic Student Complaints**

Complaints against a faculty member regarding non-academic issues are filed initially with the Student Ombudsman (SO) to create a single point of student contact. The SO shall log any non-academic complaints, including those of discrimination or harassment, and refer the complaint to the Compliance Officer.

Civil Rights, Title IX, and Americans with Disabilities Act complaints shall be referred to and handled by the Compliance Officer in the Human Resources department for follow up and investigation. In the event that any dispute involves potential violations of civil rights, including sexual harassment, the procedure outlined in college policy and administrative guidelines shall be followed. Any faculty member named in a non-academic complaint shall be entitled to full due process before any disciplinary action is taken.

### **I. Sexual Discrimination and Harassment**

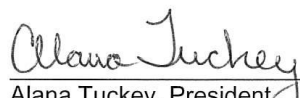
Complaints of alleged sexual discrimination or harassment by a college employee should be made, orally or in writing, to the alleged harasser's administrative supervisor (dean, provost, director); or to the College's Title IX Coordinator.

If the alleged harasser is a student, the complaint should be made to the Student Ombudsman or to the College's Title IX Coordinator. Complaints filed directly with the Student Ombudsman will be referred to the Title IX Coordinator for investigation prior to any student disciplinary proceeding is initiated.

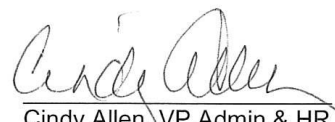
Jackson College's Vice President of Administration and Human Resources serves as its Compliance Officer. The responsibilities of the Compliance Office include those of the Title IX Coordinator, Civil Rights Coordinator, and Compliance Officer for the Americans with Disabilities Act. Contact information:

Vice President of Administration and Human Resources  
Potter Center, Room 210  
Jackson College  
2111 Emmons Road  
Jackson MI 49201  
Telephone: 517-796-8403

For JCCFA

  
Alana Tuckey, President  
December 12, 2016

For Jackson College

  
Cindy Allen, VP Admin & HR



LETTER OF AGREEMENT BETWEEN  
JACKSON COLLEGE AND JCCFA

June 15, 2017

To: JCCFA

JCCFA and the JC Administration agree to correct Appendix A: Maximum Faculty "Base Salary" in the Master Agreement ending August 31, 2019.

The Maximum Faculty "Base Salary" for Class IV should be \$92,569, this correction is needed due to a typo.

The Letter of Agreement has been agreed to by Jackson College and the JCCFA and is non-precedent setting and without prejudice.

For JCCESPA

A handwritten signature in cursive script that reads "Alana Tuckey".

Alana Tuckey, President  
June 15, 2017

For Jackson College

A handwritten signature in cursive script that reads "Cindy Allen".

Cindy Allen, VP Admin & HR  
June 15, 2017

# Letter of Agreement between Jackson College and Jackson College Faculty Association (JCFA)

JCFA and the JC Administration agree to the Work-Based Learning Experience and Independent Study/Individualized Learning languages below which will be added to Master Agreement ending August 31, 2019.

## Article XII - Professional Compensation

### **O. Work-Based Learning Experience Courses**

Jackson College may offer students in occupational programs to participate in a work-based learning experience course (internship, externship, and/or capstone project), which is faculty work. Whenever possible, direct work experience is preferred over a project. Students will have the opportunity to work with businesses who have been vetted by the Jackson College Work-Based Learning Coordinator. Full-time faculty will be approached first to teach work-based experience courses. If full-time faculty do not wish to teach this course, the deans may assign to adjuncts.

#### **1. Pay**

- a. If a section of a work-based experience course (e.g. ACC 245, CIS 245.CS for computer systems, CIS 245.GD for graphic design, etc.) has twelve (12) or more students in a semester, that section will run as a regular class, count as part of the regular faculty credit load, and be compensated accordingly.
- b. If a section of a work-based experience course has less than 12 students, the faculty will receive compensation based on the following table.

<b>Number of Students per Course Section</b>	<b>Faculty Pay</b>
1	\$200
2	\$350
3	\$500
4	\$650
5	\$800
6	\$950
7	\$1,100
8	\$1,250
9	\$1,400
10	\$1,550
11	\$1,700

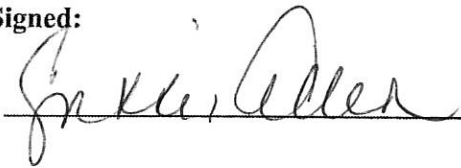
2. Faculty Responsibilities
  - a. Course Management Tasks: Syllabus, assignments, learning management system, evaluation, assessment, grades, etc.
  - b. Communication:
    - i. Communicate with the Work-Based Learning Coordinator as needed.
    - ii. Communicate with any site-specific collaborators as needed. This may include site visits.
    - iii. Communicate all course requirements, learning outcomes and expectations at the beginning of the course.
    - iv. Communicate with students in an ongoing and timely manner to monitor workplace experiences and offer professional support.
3. Jackson College Work-Based Learning Coordinator Responsibilities
  - a. Collaborate with employers and community organizations to seek out work-based learning opportunities whether
  - b. Conduct work-site suitability visits
  - c. Function as primary contact for employers for work-based learning
  - d. Assist students with placement in appropriate work-based learning assignments.
  - e. Advise students on processes and procedures throughout the term
  - f. Serve as an information resource for both students and faculty on work-based learning
4. Nursing, Allied Health and Agriculture Faculty are exempt from this language as work-based learning experiences already take place as part of their required program clinical experience.
5. Bachelor degree program students are exempt as work-based learning experiences are part of upper-level coursework.

**P. Independent Studies and Individualized Learning**

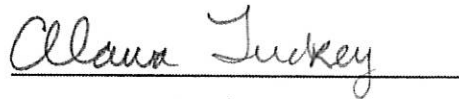
1. Full-time faculty will be approached first for working with students in independent study and low enrollment sections of existing courses. Both low enrollment and independent studies need approval from the department chair and supervising dean to be offered. If full-time faculty do not wish to work with these studies or sections, deans may assign to adjuncts.
2. A faculty member will have no more than four (4) independent study students in any one semester and the total number of contact hours in any one semester will not exceed sixteen (16). Work-Based experiences cannot be independent studies, instead they fall under section O of this article.
3. The instructional format, assessment methods, and evaluation criteria for an independent study course are negotiated and agreed upon by the applying student and supervising faculty, with the department chair's and supervising dean's approval.
4. Faculty who agree to work with these studies or sections will be paid at a rate dependent on both the number of students and the number of contact hours for the independent study course, as per the table below.

Independent Study Pay Rates		Number of Contact Hours for the Independent Study Course						
		1	2	3	4	5	6	7
Number of Students	1	\$106.40	\$212.80	\$319.20	\$425.60	\$532.00	\$638.40	\$744.80
	2	\$212.80	\$425.60	\$638.40	\$851.20	\$1,064.00	\$1,276.80	\$1,489.60
	3	\$319.20	\$638.40	\$957.60	\$1,276.80	\$1,596.00	NA	NA
	4	\$425.60	\$851.20	\$1,276.80	\$1,702.40	NA	NA	NA

Signed:



For Jackson College



For the Jackson College Faculty Association

Date: 9/24/18

Date: 9/24/18