

MASTER AGREEMENT

Between

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

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

ACADEMIC YEARS

2017-18, 2018-19, 2019-20, 2020-21, 2021-22

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Between

Board of Trustees of Mid Michigan Community College

operating under provision of Michigan PA 331 of 1966 as amended

and

Mid Michigan Faculty Senate, Inc. MEA/NEA

at Mid Michigan Community College

THIS AGREEMENT entered into this August 20, 2017, by and between the Board of Trustees of Mid Michigan Community College, hereinafter called the Board, and the Mid Michigan Faculty Senate, Inc., MEA/NEA, hereinafter called the Faculty Senate.

WITNESSETH:

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

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

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

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

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

ARTICLE I
Recognition

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

1. The Board and Faculty Senate recognize that there are positions at the College that have teaching responsibilities as part of their functions, but which otherwise are not full-time "teaching faculty" or "instructor" positions, and that these positions are excluded from the bargaining unit. The following full-time positions, which have both administrative and teaching responsibilities, shall be considered faculty positions: Director of Radiography program, Clinical Coordinator for Radiography program, Director of Physical Therapist Assistant program, Clinical Coordinator for Physical Therapist Assistant program, and the CSC Coordinator, or any position that is a full year position (11-12 months) if the teaching portion of the position (not to include teaching that is done on a supplemental contract) is regularly 15 contact hours or more annually.

B. Professional staff shall be recognized as having the following title upon achieving the specified corresponding status:

TITLE	STATUS ACHIEVED*
Instructor.....	Newly hired/probationary Instructor with Master's Degree and less than five (5) years' experience
	<u>or</u>
	Instructor with Bachelor's Degree and less than ten (10) years' experience
Assistant Professor	Newly hired/probationary Instructor with doctoral degree in his/her content area or in education or Master of Fine Arts (MFA)
	<u>or</u>
	Instructor with Master's Degree and five (5) years' experience
	<u>or</u>
	Instructor with Bachelor's Degree and ten (10) years' experience

Associate Professor Instructor with doctoral degree in his/her content area or in education or Master of Fine Arts (MFA) and five (5) years' experience

or Instructor with Master's Degree and eight (8) years' experience

Professor..... Instructor with doctoral degree in his/her content area or in education or Master of Fine Arts (MFA) and eight (8) years' experience

or Instructor with Master's Degree and over twelve (12) years' experience

Senior Professor..... Instructor with doctoral degree in his/her content area or in education or Master of Fine Arts (MFA) and over twelve (12) years' experience

or Instructor with Master Degree and over sixteen (16) years of experience.

*Experience must be academic years of full time teaching experience at Mid Michigan Community College.

ARTICLE II
Rights of the Board

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

ARTICLE III
Faculty Senate Rights

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every full-time professional instructional person shall have the right freely to organize, join, and support the Faculty Senate for the purpose of engaging in collective bargaining or negotiations and other lawful concerted activities for mutual aid and protection. The Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any instructor in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States, that it will not be discriminatory toward or against any instructor with respect to hours, wages, or any term or conditions of employment by reason of his/her membership in the Faculty Senate, his/her participation in any activities of the Faculty Senate or collective professional instructional negotiations with the Board, or by his/her institution of any grievance, complaint or proceeding under this Agreement.
- B. Nothing contained herein shall be construed to deny or restrict to any instructor rights he/she may have under Michigan laws or other applicable regulations. The rights granted to instructors hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The Faculty Senate and its representatives shall have the right to use the College facilities for meetings. No charge shall be made for the Faculty Senate's use of College rooms at all reasonable hours as determined by the Board.
- D. Duly authorized representatives of the Faculty Senate shall be permitted to transact official Faculty Senate business on College property at all reasonable times, provided that this shall not interfere with or interrupt normal College operations, nor the usual teaching duties of the faculty.
- E. The Faculty Senate shall have the right to use College facilities and equipment, for purposes of union business concerning the College when such equipment is not otherwise in use and does not otherwise interfere with instruction or pre-scheduled events. The Faculty Senate shall reimburse the College for the cost of using copy machines at the same rate charged to all other units of the College and shall reimburse the College for Association long distance calls.
- F. The Faculty Senate shall have the right to post notices of its activities and matters of Faculty Senate concern on faculty area bulletin boards. The Faculty Senate may use the College mail facilities for communications to instructors, administration and students, including mass distribution and shall reimburse the College for postage. The preparation of bulk mailing will be the responsibility of the Faculty Senate. No instructor shall be prevented from wearing insignia pins or other identification of membership in the Faculty Senate either on or off school premises.
- G. The Board agrees to furnish to the Faculty Senate in response to written requests all available public information concerning staffing and financial resources of the College,

including but not limited to: annual financial reports and audits, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, treasurer's reports and census. Nothing contained in the above shall be construed to require that the Board provide any information not already available to it or to provide such information in any form other than it would normally be provided to the Board. If the Senate's request is voluminous (over 500 pages per request), the Faculty Senate shall reimburse the College for such information in accordance with its FOIA policy. The Senate shall not split requests to avoid this requirement.

- H. Instructors shall be entitled to full rights of citizenship and no religious or political activities of any instructor or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such instructor. (The Code of Ethics of the Education Profession, Appendix A, shall be the basis upon which appropriateness of the instructor's personal behavior shall be judged.) The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, religion, ethnic origin, age, sex, disability, physical characteristics, marital status or sexual orientation.
- I. Membership in the Faculty Senate shall be open to all full-time instructors regardless of race, religion, ethnic origin, age, sex, disability, physical characteristics, marital status, or sexual orientation.
- J. The Faculty Senate representative may be entitled to appear on the agenda of Board meetings if tentative items for discussion have been submitted in writing to the Secretary at least seven (7) days prior to the scheduled meeting.
- K. This Agreement shall supersede all policies, rules or regulations of the Board which shall be contrary to or inconsistent with its terms.
- L. An instructor shall have all rights of the Bullard-Plawecki Employee Right to Know Act and the right to review the contents of all records of the employer pertaining to said instructor originating after his/her initial employment. An instructor shall have the right to have a representative of the Faculty Senate accompany him/her in such review.
- M. After four years from the date of issuance, the employee's record shall be purged of all reprimands, warnings or any other disciplinary action. This provision does not include reprimands, warnings, or other disciplinary actions concerning severe or repeated instances of criminal acts or harmful, violent behaviors (e.g., ongoing or extreme instances of bullying, unlawful harassment, unlawful discrimination, or physical/mental abuse) towards students or colleagues. Reprimands, warnings, or any other disciplinary actions concerning these matters will immediately be identified as such and remain in the personnel file indefinitely.
 - a. If an employee disagrees with the designation of a reprimand, warning, or other disciplinary action as "severe or repeated instances of criminal acts or harmful, violent behavior," they may utilize the Grievance Procedure to challenge such designation.

- b. An appeal to remove items of this nature may be submitted every four years from the date of issuance and will be presided on by an Appeal Board consisting of the Vice President of Instruction, the Executive Director of Personnel Services, and the President of the Faculty Senate, or interim appointees of said positions.
- N. No material shall be placed in an instructor's personnel file until he/she has been given a copy of said materials. The instructor may submit a signed and dated written attachment to such materials. If the instructor believes the material placed in the file is inappropriate or in error, the material may be corrected or expunged from the file by mutual agreement between the College and the instructor. If an agreement is not reached, the employee may submit a written statement explaining the employee's position. The employee may pursue legal remedy prescribed by law. All recommendations, written or oral, from the Personnel Services Department shall be based on the contents of the instructor's personnel file. There shall be no release of any information beyond directory information in an instructor's personnel file without prior notice to that instructor.
- O. There shall be only one (1) official personnel file for each instructor.
- P. The Board shall grant the Faculty Senate a total of twelve (12) paid leave days each year for the use of its representatives to conduct Faculty Senate business or to participate in Faculty Senate activities provided that the administrators affected are notified at least two (2) days in advance. The Faculty Senate will reimburse the College for expenses generated by approved substitutes when the representative attends Faculty Senate activities or events that are exclusively intended to meet the interests of the Faculty Senate. The Faculty Senate shall attempt to avoid having more than two (2) faculty members out on any day for Faculty Senate business. Mutual activities, such as grievances, bargaining activities and joint College/Faculty Senate workshops or retreats shall be scheduled on days and times when they do not cause a conflict with the teaching schedule of the involved Faculty Senate member(s). In the event that an alternate schedule is unavailable, release time will be granted and such mutual activities will not require reimbursement to the College for any necessary substitutes. Release time shall be conditioned on having a qualified substitute approved to cover any classes or the class being rescheduled by the instructor.
- Q. Improved institutional climate and problem solving can result from regular interaction between Faculty Senate officers and the College.
- R. Special conferences between the Faculty Senate and the College are encouraged for working out mutual problems. Special conferences for various matters will be arranged between the Faculty Senate President or designated representative and the College President upon request of either party. Such meetings shall be between an equal number of College representatives and Faculty Senate members. The time and place for special conferences will be determined by mutual agreement.
 - a. The parties agree that such conferences shall not be considered a substitute for the grievance procedure or for negotiations.

ARTICLE IV
Membership Dues or Fair Share Fees

- A. This Article applies to all employees represented by the Faculty Senate. The bargaining unit is described in Article 1. All employees in the bargaining unit are "bargaining unit members." Faculty Senate members are those that pay dues.
1. Each bargaining unit member can freely choose to become a member of the Faculty Senate, or to not become a member of the Faculty Senate.
 2. Bargaining unit membership and Faculty Senate membership are distinct.
- B. An employee is always a bargaining member; an employee becomes a Faculty Senate member only through choice. If an employee chooses not to become a Faculty Senate member he/she will remain a bargaining unit member, remain covered by this collective bargaining agreement, and remain entitled to any benefits set forth in this collective bargaining agreement.
- C. An employee who becomes a Faculty Senate Member will be required to pay Faculty Senate dues (the amounts and regularity of those fee/dues payments to be decided by the Faculty Senate). An employee choosing to become a Faculty Senate member will be required by the Faculty Senate to sign a payroll deduction authorization form (acceptable by the college) authorizing the College's Payroll Office to deduct Faculty Senate dues from the employee's paychecks.
1. The Faculty Senate will present the signed dues deduction authorization forms directly to the College's Payroll Office. Any such authorization card shall remain in effect until revoked in writing (signed) by the employee. A revocation shall become effective at the beginning of the first regular payroll period subsequent to the date on which it is received in the Payroll Office.
 2. Each employee may submit a signed payroll deduction authorization form (via the Faculty Senate) to the Payroll Office twice per fiscal year (beginning of fall semester through end of summer semester).
 3. The Faculty Senate shall annually certify in writing to the College's Payroll Office no later than the third Friday in September, the authorized amount to be deducted from each Faculty Senate member who submits a signed payroll deduction authorization form. The College's Payroll Office shall deduct the authorized amount from each of the employee's regular paychecks and shall within fifteen (15) days after deduction transmit the amounts to the Faculty Senate, together with a list setting forth the name of each employee for whom deductions were made.
 4. The College's Payroll Office shall use its best efforts to make the aforesaid deductions in the manner set forth but assumes no responsibility for any errors in making such

deductions other than to correct such errors. In the event of overpayment, the Faculty Senate agrees to refund such monies within thirty (30) days.

D. Neither the College nor the Faculty Senate will discriminate against any employee because the employee chooses to become a Faculty Senate member or chooses not to become a Faculty Senate member.

1. The College will not tolerate harassment or discrimination against any employee who chooses to become a Faculty Senate member or chooses not to become a Faculty Senate member. Any employee who believes he/she has been harassed or discriminated against in violation of this subsection should complain as set forth in the grievance procedure. Any employee determined to have harassed and/or discriminated against a colleague because that colleague chose to become a Faculty Senate member or chose to not become a Faculty Senate member, or chose to pay Faculty Senate dues or chose to not pay Faculty Senate dues, will be subject to appropriate corrective/disciplinary action, up to and including termination "for cause."

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

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

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

ARTICLE V
Faculty Roles & Responsibilities

A. Faculty Roles and Responsibilities

The Board of Trustees and the Faculty Senate recognize that the roles of faculty are varied, the principle of professionalism does not lend itself to a fixed number of hours, and that the education of students is a major responsibility of the college. To this end, faculty will embrace four categories of responsibilities: 1) Teaching & Learning, 2) Professional Development, 3) Service to the College and/or the Community, and 4) Curriculum and Classroom Management. Therefore, the roles and responsibilities of the faculty include, but are not limited to the following:

1. Teaching and Learning

- a. Faculty shall create effective learning environments for all students.
- b. Faculty shall maintain an understanding of how their courses and programs fit into the career preparation of students in a broad sense. This understanding is best framed by reference to the five broad areas of the Degree Qualifications Profile (DQP):
 - i. Broad & Integrative Knowledge
 - ii. Applied and Collaborative Learning
 - iii. Civic and Global Learning
 - iv. Specialized Knowledge
 - v. Intellectual Skills

The College and Senate recognize this broad understanding of career preparation is important not only in the Applied Associate degree programs, but in the transfer degree programs as well and that faculty need to understand how their courses and programs transfer and prepare students for the next phase in their education.

- c. Faculty shall teach assigned courses, develop course content, and other appropriate instructional material, consistent with the institution's adopted course outcomes. In those areas where more than one faculty member teaches the same course, the course outcomes listed on the syllabi must be consistent with those approved by the Curriculum Committee.
- d. Faculty shall meet classes at the time and location scheduled. Any changes to the time and location shall have the prior approval of the appropriate instructional administrator, to include field trips. Classes may temporarily move to other locations on the same campus. However, the new location must be prominently posted on the board or door of the regularly scheduled location and on the class Moodle shell.

- e. Faculty shall provide each student with a copy of the syllabus that is consistent with the master course syllabus approved by the Curriculum Committee for that course. The syllabus must be posted on the Moodle course shell, distributed to students, and a copy given to the faculty secretary, by the first class session except in cases of late assignments. Late assignments are those given within two weeks of the start of class(es). In late assignments, the syllabus is due no later than the first class session of the second week.

It is understood that in most instances, it is beneficial to distribute the syllabus at the first class session of an enrollment period. Faculty who develop a syllabus with student input shall hand out the basic course outline and requirements of the course at the first class session and indicate those areas to be developed with student input.

- f. A course syllabus must include the following elements:
- Course title and course number
 - Instructor name
 - Semester
 - Course meeting days & times
 - Course credit and contact hours
 - The name of the college spelled out as Mid Michigan Community College
 - Office location
 - Office hours
 - Appropriate contact information (Office phone extension or Email address)
 - Required text materials to be purchased
 - Supplemental materials
 - Course outcomes consistent with those approved by the Curriculum Committee
 - Tentative course outline
 - Grade determination procedures with attendance impact clearly identified
 - A statement on Academic Dishonesty and a link to the college catalog section on Academic Dishonesty. The statement should include the consequences of violating the course and/or college policy, and specifically, that the behavior will be recorded by the college.
 - Specific safety procedures for lab classes
 - Emergency procedures
 - ADA and Clery Act compliance information
 - FERPA
- g. Faculty shall respond to student inquiries in a timely manner, and provide timely feedback on assignments, quizzes, exams, etc., so that students can understand their progress in the class.

- h. Faculty shall maintain and post a minimum of five (5) office hours weekly for the academic assistance of students. One of these hours can be utilized for electronic mediated communication. In this instance each of the faculty member's syllabi must include the faculty member's electronic contact information. An additional hour can be utilized by faculty involved in web classes for online communication with students.

When faculty accept an overload assignment, they shall make sure that adequate availability is provided for students to address issues involving the course. This may be accomplished by offering additional office time, posting available access by phone, email, text messaging, or other appropriate means. Faculty shall ensure that reasonable face-to-face meetings will be arranged if requested by the student(s).

- i. Faculty shall engage in the planning and development of academic programs and courses.
- j. It is recognized that improved student learning and institutional viability are worthy goals. The efficient attainment of these goals can be enhanced through the use of technology. The Senate and the Board strongly encourage faculty and management to utilize instructional technology to attain these goals.
- k. Recognizing that student learning can be improved by faculty who regularly analyze student academic achievement and use the information gathered to affirm and/or bring improvements into their courses/programs, it is understood that faculty shall participate in recognized best practices for assessment of student learning at the classroom, course, program, and degree levels.

Faculty shall engage in assessment of student learning. Assessment strategies employed shall be jointly developed by the faculty and the college administration.

2. Professional Development

- a. Faculty shall keep well informed in their subject area and pedagogy, with particular attention to the latest developments and advances.
- b. Faculty shall investigate and implement best practices which reasonably reflect current and emerging technologies and methods which meet the specific needs of our students.
- c. Because faculty are a key part of the overall community of higher education, faculty shall also stay current in understanding the trends and challenges within higher education.

- d. Faculty shall maintain an understanding of the fundamental aspects and requirements of accreditation as it pertains to their work and program areas.

3. Service to the College and/or Community

- a. Faculty are encouraged to participate in the broader aspects of the life of the college and support such functions as athletic events, social, and cultural events sponsored by the college, as well as dedications and other official college ceremonies.
- b. Faculty shall participate in commencement ceremonies as part of their professional obligation. The cost of academic dress for participation shall be borne by the institution. The college understands that faculty can request and be excused from commencement when significant life events occur such as marriage, spouse/child graduation, etc. The appropriate instructional administrator may grant an exception to this obligation under such circumstances.
- c. Because MMCC is a community college, faculty are encouraged to engage in some aspect of community service, and apply their knowledge and research to issues impacting the community.
- d. When requested, faculty shall contribute to developing and maintaining appropriate and up to date content for webpages pertaining to their program areas.
- e. Interested faculty may participate in the recruitment, selection, mentoring, and informal evaluation of part-time instructors in the participating faculty member's discipline and shall communicate any results to that administrator.

4. Curriculum and Classroom Management

- a. Faculty shall submit student grades and a copy of the course grade book by the deadline each enrollment period according to the established procedure. If requested by the instructional administrator, faculty shall also submit a copy of all specific unit tasks and/or performance objectives supporting the attainment of student objectives.
- b. Faculty shall report class attendance as requested by the college administration according to the established procedure.
- c. Faculty shall fulfill routine duties and responsibilities such as filing grade reports, book orders, supplies and material orders, examination and evaluation of books and materials, checking papers and evaluating student progress, preparing for classes, keeping inventories up to date, and managerial/supervisory responsibilities for faculty whose teaching duties include laboratory

assignments, as necessary for smooth operations of the department and the college.

- d. Faculty shall schedule their basic loads, in cooperation with the appropriate instructional administrator, over a minimum of four days each week of the term. It is recognized that there may be circumstances that conflict with this requirement and in those instances, the instructional administrator and faculty member may agree to schedule the basic load over fewer days.
- e. When and where appropriate, faculty shall participate in advisory committees.
- f. Faculty shall attend college scheduled meetings provided they do not conflict with their pre-approved professional responsibilities. Efforts will be made to limit the impact of meetings on student learning through both the number and times of meetings. The two annual faculty orientation days and the two annual professional development days shall be considered college scheduled meetings under this provision. Any orientation or Professional Development day shall be limited to 7 hours of spanion, excluding time utilized by the faculty senate for union purposes.

The orientation in-service days for the fall and winter semesters shall not be scheduled more than five (5) calendar days prior to the start of fall classes and not more than four (4) calendar days prior to the start of winter classes.

Professional development days will be scheduled the Wednesday prior to Thanksgiving break for fall semester and the last Wednesday of March for winter semester. The Academic Council shall make recommendation to the administration on the agenda for the professional development days. Should there be a need to move these days during a particular year, the college administration shall first consult with the faculty representatives.

- g. Faculty shall contribute to the periodic departmental/program review as established and scheduled by the Curriculum Committee.

B. Professional Responsibilities and Faculty Effectiveness Portfolio (PRFEP)

Each faculty member's annual professional responsibilities will be built upon the activities outlined in the four categories of faculty roles and responsibilities (Article V. A.) To demonstrate engagement and contribution to the life of the college, each faculty member shall annually assemble a Professional Responsibilities and Faculty Effectiveness Portfolio (PRFEP). This PRFEP shall be submitted annually to the appropriate instructional administrator. After reviewing the PRFEP, the instructional administrator will discuss the content of the PRFEP with the faculty member and offer suggestions for revisions to ensure alignment with departmental, division, and institutional needs and goals, as well as the faculty member's stated aspirations.

The PRFEP has three main purposes. First, it serves as a self-evaluation tool for the faculty member. Second, it provides documentation of past faculty effectiveness. Third, it provides documentation of the faculty member's awareness of and plans for engaging in future challenges to students, the courses and program for which they are responsible, as well as the college in general.

In order to accomplish the above, each faculty member will annually discuss the four following areas with their instructional administrator and shall establish objectives in each of the areas:

1. Teaching and Learning

In addition to meeting the required teaching load and fulfilling the routine responsibilities associated with teaching, evidence that demonstrates the faculty member has fulfilled their responsibilities for this category would include such items as:

- Create effective learning environments for all students
- Developing new or substantially revised courses or program curricula
- Developing innovative teaching materials or implementing innovative teaching strategies
- Engaging in educational research projects resulting in findings disseminated at professional conferences and/or in peer-reviewed publications
- Contributing to projects funded by external or internal grants to support instructional activities
- Producing videos for instruction
- Publishing textbooks or other teaching materials
- Designing and implementing a course or program level assessment process
- Engaging in work aimed to improve student engagement and retention
- Incorporating current best practices into instructional delivery.

2. Professional Development

In addition to staying up to date with the current literature of their field, evidence that demonstrates the faculty member has fulfilled their responsibilities for this category would include such items as:

- Attending or presenting at a regional, state, or national conference or convention
- Serving on a committee for a regional, state, or national organization
- Serving in a leadership capacity for a regional, state, or national organization
- Teaching a higher level class at a university
- Taking graduate level classes
- Attending professional workshops related to one's discipline or the art of education
- Participating in professional activities related to one's discipline or the art of education

- Collaborating/publishing of articles/books with national circulation
- Reviewing articles for a national publication

3. Service to the College and/or Community

Evidence that demonstrates the faculty has fulfilled the responsibilities for this category would include such items as:

- Membership on a standing or ad hoc committee
- Contributing to the college's reaccreditation efforts
- Contributing to program reaccreditation/certification efforts
- Contributing to a grant writing project
- Developing articulations with local high schools or two- and four-year institutions
- Contributing to recruiting efforts
- Providing staff training in an area of expertise
- Collaborating with local/regional K-12 schools (act as faculty liaison to a Concurrent Enrollment (CEP) instructor)
- Maintaining membership in a service organization
- Coordinating a community service event
- Maintaining membership in a community group such as a local arts council, historical society, school board, or local government
- Serving as a speaker in an area of expertise for a local organization
- Participating in activities such as student government, PTK, Science Olympiad, Health Fairs, etc.
- Serving industry or government as an external consultant

4. Curriculum and Classroom Management

Evidence demonstrating the fulfillment of general and administrative responsibilities typically takes the form of:

- Meeting deadlines
- Submitting required reports
- Holding appropriate office hours
- Attending required meetings
- When appropriate, observing and enforcing laboratory and/or shop safety policies
- When appropriate, collaborating with lab technicians

ARTICLE VI
Working and Employment Conditions

A. Criteria for Full Time Employment

1. Qualifications

- a. **Arts, Humanities, Math, Science, and Social Sciences and Language**

Faculty in these fields, which are primarily intended as transfer fields, must hold a Master's Degree or a Master's Degree and eighteen (18) hours of graduate course work in the discipline(s) taught.

- b. **Business related disciplines such as: Accounting, Business, Business Information Systems**

Faculty in these fields, which are primarily intended as career preparation fields, must hold a Bachelor's Degree in the discipline(s) taught and obtain the Master's Degree in the discipline(s) within three years of initial employment.

- c. **Technical/Occupational disciplines such as: Computing, Graphic Design, Web Design**

Faculty in these technical fields, which are primarily intended as career preparation fields, must hold a Master's Degree in the field taught, and must hold any required State, Federal, or Industry Standard licensures and certifications in their field.

- d. **Technical/Occupational disciplines such as: Automotive, CAD, HVAC, Welding**

Faculty in these technical fields, which are primarily intended as career preparation fields, must hold a Bachelor's Degree in the field taught, and must hold any required State, Federal, or Industry Standard licensures and certifications in their field.

- e. **Health Care fields such as: Nursing, Radiography, Physical Therapy**

Faculty in these fields, which are primarily intended as career preparation fields, must hold Master's Degree in the field taught unless a lower degree is specifically allowed in the field as noted in the accreditation standards for that field. Faculty in these fields must also hold any required State, Federal, or Industry Standard licensures and certifications in their field.

2. Vacancies and Failed Searches

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

In the event that a selection committee does not find an acceptable candidate for a particular vacancy, the College may, at its option, make a temporary appointment as an adjunct faculty member for up to one full year. There shall be no right to continued employment or right to grieve non-renewal beyond the expiration of the temporary contract. Any position filled with a temporary appointment will have a new search done in a timely manner so that a regular appointment may be made prior to the start of the next academic year.

B. Basic Load

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

1. Full-Time Equated System (FTES)

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

- a. Instructors shall have their teaching load computed as one equated hour for each hour of instruction. Examples: ENG 111 three credit hours (3-0) = 3 equated. BIO 101 four credit hours (3-2) = 5 equated.
- b. The calendar for Instructors teaching classes used for high school CTE programming will be based on the calendars of the five area schools. It will begin with the earliest day any of said schools are in session, end with the latest date any of said schools are in session, and be announced prior to the semester in which the Instructor teaches. Instructors will receive the same Spring Break as other MMCC Instructors.

c. INTERNSHIP/EXTERNSHIP PAY/LOAD EQUATION

Faculty will receive 1:1 equated hours for the field experience portion of the occupational internship/externship courses for ten (10) students or more. With less than ten (10) students, the course will be run in an Independent Study format.

d. Ancillary Activities

The following alternate workloads shall apply to Lead English and Mathematics Faculty in the listed areas:

ENG 097/104 & MID 101	1 equated hour per semester
Writing and Reading Center	1 equated hour per semester
Math Lab	3 equated hours each semester

Additionally, any English or Mathematics faculty who put in regular weekly hours in the Writing and Reading Center or the Math Lab shall be awarded a workload based on a 3:1 ratio. Such hours should be mutually agreed to with the appropriate administrator as part of a faculty member's schedule setting process.

Sample semester schedule:

Four 3-credit classes	12 equated hours
Alternate workload in Math Lab	3 equated hours
Three hours Math Lab tutoring time each week	1 equated hours
	16 equated hours

- e. Faculty Coordinator of Allied Health's academic calendar is extended through the spring semester with a combination of teaching and program development and coordination hours. An example of a possible work schedule is as follows:

Fall Semester	Winter Semester	Spring Semester	Equated Load
9 teaching hrs.	9 teaching hrs.	3 teaching hrs.	21
12 hr/week program development and coordination	12 hr/week program development and coordination	8 hr/week program development and coordination	9
			Total Base Load = 30

f. Special Options as Part of Basic Load

1. Instructional Administrators and /or Faculty may submit projects to be considered for release time. Approval of projects will be based on the value of the project, scheduling and budgetary considerations.
 2. The instructor may elect to accept a reduced contract salary equal to the percentage of student credit hours generated based upon the credit hour minimum of 410. This reduction in salary will not reduce benefits (but sick days will be prorated accordingly).
- g. Faculty members may include in their basic loads up to twelve (12) credit hours or four (4) classes (not to exceed sixteen (16) credit hours) of on-line teaching per academic year provided the faculty member teaches one on ground course each fall

and winter semester. Exceptions to this would require the prior approval of the appropriate instructional administrator.

2. Alternative Delivery System (ADS)

- a. Alternative delivery system base load calculation for instructors will be based on 32 weeks at 35 hours a week. These Instructors will be assigned a 35 hour per week work load with five hours designated for program development and review which do not require scheduling.
- b. Alternative delivery system instructors will receive a premium compensation when they work extra weeks beyond their base load:

32 week (1,120 hours) is base load and base salary
36 week (1,260 hours) will receive a 12.5% premium
40 week (1,400 hours) will receive a 25% premium

3. Blended (FTES/ADS Loads)

There may be circumstances such that an instructor may best serve student and program needs by teaching a traditional course (FTES) and delivering instruction in an open or an arranged time format (ADS) in a given enrollment period. With mutual agreement, the instructor and academic administrator may schedule a Blended Load (FTES and alternative system blends). The following formula will be used to convert between FTES and ADS loads:

Conversion between FTES and ADS loads for fully enrolled programs will be computed by using a ratio of two hours of ADS instruction or development for each equated hour in the FTE system.

For example:

An ADS Instructor teaching 3 contact hours of a traditional course would need to work 24 hours per week in the ADS. Starting with the base 30 hours of scheduled time, the 3 contact hours converts to 6 ADS hours ($3 \times 2 = 6$). Then there would be the remaining 24 hours of ADS instruction.

An FTES Instructor teaching 14 contact hours would provide 2 hours per week in the ADS. Again starting with the base 30 hours of scheduled time, 28 hours would be accounted for by teaching 14 equated hours ($14 \times 2 = 28$), and the remaining 2 hours would be ADS instruction.

See Article VI C 3 c which speaks to low enrolled programs for an exception to this Blended Load calculation.

C. Low Enrollment Load Calculation

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

1. Notice of low enrollment status will be provided to an instructor when:

- a. An instructor's credit hour generation was below 410 for the previous academic year.
- b. The administrative option to close low-enrollment courses would leave the instructor without the reasonable expectation of making basic load requirements for the academic year.

2. This decision must:

- a. Be made by at least five working days prior to the start of the semester or session.
- b. Be made in writing to both the instructor and the Faculty Senate before classes start.
- c. Be made only after all other scheduling options, including preferential bumping of part-time Instructors within the Instructor's contracted area of expertise have been exhausted.

3. Load Implications

- a. FTES Instructors may accept a load based upon 1:1 (equated/contact) for lecture hours and .75:1 for lab hours, and additional program development activities at the ratio of 2 hours program development for each equated hour deficiency in the semester load.
- b. The unused prorated portion of the 5 hours unscheduled time may be available through the mutual agreement between the instructor and appropriate administrator.
- c. Blended loads will follow the calculations stipulated in B. 3.
- d. Instructors teaching in low enrolled programs will have the option of a 32 week (1120 hours) calendar year only for the first two years of this contract. After that if the program remains low enrolled, the college has the option of moving them to an alternative delivery system in which there may be a move to a 36 week (1260 hours), and 40 week (1400 hours) calendar year in the subsequent years of this contract.

D. Overload

1. The College retains the right to assign an instructor any course he/she is qualified to teach even if the assignment results in an overload. If the assignment results in an overload the College cannot exceed 2 equated hours (or a total annual instructor load of 32 equated hours) unless agreed upon by the instructor. In making said assignments, the administration shall be limited to four (4) different course preparations except PED/ADS/LLS courses. Efforts will be made to limit the assignment of no more than three composition classes in a given enrollment period.

For purposes of clarifying the limit on number of course preparations, a Course Preparation is understood as preparation relating to a curriculum committee approved course that has the same course title, alpha-numeric designator, description, and specified course outcomes. A single course may have multiple sections offered on the course schedule during any given enrollment period. Thus, the above limit is a limit on the number of different courses, but not on the number of course sections. When assignments include a mix of different delivery modalities (e.g. face to face, hybrid, online, LUCES) the academic administrator will confer with the instructor to give consideration to the appropriate mix of modalities as well as course preparations.

2. A. Overload for FTES

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

- B. Overload for ADS/Blended Instructors

Overload calculations for Instructors working under the AD system situations will have their ADS overload paid at a rate of \$ 28.00 per hour for hours above 35 per week. Note that this means ADS Instructors may have overload hours accumulate in the fall, just as do FTES instructors. And just as FTES instructors do not receive their overload pay until they pass the 30 equated hour base, the ADS instructors will not receive their overload pay until they pass the 1,120 hours of their base load.

E. Scheduling

The semester course schedules will be developed by the Board and Administration after all full-time faculty have been given reasonable time to provide input. Where a qualified full-time faculty member exists, he/she shall be given preference over any part-time instructor in the scheduling process. From the beginning of the winter term until March 1, full-time faculty will be permitted to adjust their immediately upcoming spring/summer assignments prior to the placement of adjunct faculty.

F. Classes Cancelled/Back up Classes

Full time faculty may schedule one "back-up" class per semester, which will be reserved for the full-time faculty member to cover a cancellation of a previously scheduled course section.

G. Independent Study

Instructors will receive the in-district fee per contact hour for each student enrolled in an independent study section. (For example, given an in-district contact hour fee of \$120.00, a 3 contact hour class with two students would be 3 contact hours x 2 students = 6 student contact hours x \$120.00 = \$720.00 to be paid the instructor.) All independent study arrangements require approval of the Instructional Administrator and the instructor.

H. Team Teaching

1. Team teaching assignments must have the approval of the instructor and the appropriate instructional administrator. Enrollment must satisfy Instructional Administrator(s) requirements.
2. There will be two options for team teaching relative to an instructor's teaching load. They are an "Overload Option" and a "Basic Load Option".
3. Under the overload option each instructor (up to a maximum of 3) will receive overload compensation for the course as though she/he was the only instructor teaching the course. An individual instructor's participation in such a team teaching arrangement is limited to a maximum of two (2) classes during the primary enrollment periods (Fall and Winter).
4. Under the basic load option, one instructor will receive the courses full equated value on his/her basic load. The other instructor must accept overload payment for participation in this assignment. (NOTE: A minimum full-time load must be 30 equated hours.) An individual instructor's participation in such a team teaching arrangement is limited to a maximum of two (2) for an academic year.

I. Year

After receiving a recommendation from the College Council, the Board shall post the calendar as soon as it can reasonably be set.

1. In the event that "Acts of God" force the closure of the College or result in the cancellation of classes, bargaining unit members shall be excused from reporting to duty without loss of pay. Only classes missed during the final week of the semester shall be rescheduled. The Faculty Senate may be apprised of College plans to reschedule these days missed during exam week. Reschedule days will be considered a normal part of the instructor's contractual obligation.
2. Special days, such as faculty professional development days or other days unique to the College, will be determined and mutually agreed upon with the faculty.

J. Saturday Classes

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

K. Assignment Spansion

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

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

L. Class Size

1. The maximum enrollment for 100-level composition courses (ENG 104, 110, & 111) will be set at a hard cap of 24 students. Programs regulated by external authorities (e.g. state boards, accrediting agencies, etc.) shall follow class size limits set by such authorities.
2. For the purpose of determining class sizes, individual instructors and/or departmental representatives will meet with their appropriate administrator and seek to adjust class sizes to best meet the objectives and delivery method of the course. Decisions about class sizes shall give priority to student learning outcomes.

3. The number of students in any laboratory or instructional area shall not exceed the number of fixed stations, seats, or exceed safety standards as determined by the College and/or other agencies so empowered.
4. Should the administration determine there are insufficient numbers of students in a class for the College to offer that class, the assigned faculty member can elect to teach the class and be compensated at the Independent Study rate of pay. Students will not be required to fill out an independent study contract and courses taught in this format will not count towards the semester load. There shall be no institutional drops of classes having an enrollment of 15 or more students.

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

5. Occasionally, educational technology, nature of the classroom instruction, limited class size, etc., make it possible and feasible to combine several classes into one scheduled time-block/s. The combining of courses shall be done with the agreement of the instructor involved. When different courses are intentionally combined in the same time-block/s, (ADS loads excluded) the following limitations will apply:
 - a. The courses shall be similar in nature;
 - b. No more than three courses shall be combined without mutual agreement between the instructor and the academic administrator;
 - c. No more than 33 students will be enrolled;
 - d. Instructor credit toward annual load shall equal the highest equated hour granted for one of the courses.

M. Course Preparation

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

N. Sponsorship of Student Activities

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

O. Teaching Facilities

1. The Board shall provide office space and equipment for each instructor. The Board shall provide a desk top computer at each faculty office/workstation or provide the faculty member with a laptop computer. Faculty will be kept informed of the equipment replacement schedule.
2. The Board shall provide the following supplies for each instructor: laboratory coats, safety glasses, and/or safety goggles for lab science and allied health instructors, shop coats and safety glasses for vocational-technical education instructors. The College will reimburse vocational-technical instructors for the difference between prescription safety glasses and regular prescription glasses provided adequate documentation is presented.
3. Adequate secretarial assistance shall be provided for instructors.
4. Dual Campus - Faculty Office space

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

P. Faculty Parking

1. Harrison
 - a. The Board shall provide adequate, lighted, paved parking facilities, properly maintained, for those full-time instructors so desiring.
 - b. An access card to the controlled area shall be provided upon payment of an initial fee of \$35.00.
 - c. There shall be no proration for partial year usage.
 - d. Cars unlawfully utilizing the area shall be towed away at the owner's expense.
2. Mt. Pleasant Faculty Parking
 - a. The College will identify twelve (12) parking places signed for full-time faculty use at both the CLAB and Doan Center Locations. At the Doan Center location, these parking places will be on the North side of the southeast end of the parking lot (near the Summerton Road entrance). At the CLAB, these parking spaces will be on the west end of the parking lot immediately west of the CLAB. The College will not provide enforcement to ensure faculty-only parking in these spaces.

Q. Academic Freedom

1. The instructor shall have the freedom to report the truth in the discipline of his/her professional expertise as he/she sees it both in the classroom and in reports of research activities. There shall be no artificial restraints which would impair the instructor's ability to present his/her subject matter in this context providing it is consistent with the institution's adopted course outcome objectives.
2. Both the Board and Faculty Senate recognizing the importance of seeking to inspire students to develop respect for truth, a recognition of individual freedom, social responsibility and democratic tradition and an appreciation of individual personality are pledged to work together to create and preserve an atmosphere which is free from censorship and artificial restraint and in which academic freedom for teacher is guaranteed. No special limitation shall be placed upon study and investigation of facts and ideas concerning humankind, the physical and biological world or other branches of learning within curriculum guidelines approved pursuant to this Agreement.
3.
 - a. The ownership of any materials developed solely by a faculty member's individual effort and expense shall vest in the faculty member and be copyrighted, if at all, in his/her name.
 - b. The ownership of materials produced solely for the College and at College expense shall vest in the College and be copyrighted, if at all, in the College's name.
 - c. In those instances where materials are produced by a faculty member with College support by way of use of significant support personnel time, facilities, or other College resources (i.e., more than \$1,800 value), ownership of the materials or process shall vest (and be copyrighted, if at all) jointly with the faculty member and the College. The parties may use and/or alter such materials for their own benefit, including rights to copy and distribute for classroom use, at no cost to the College, with appropriate citation to original work. Joint ownership remains with modifications or alterations. To the extent required by law, resources created with the Department of Education's competitive grant will be required to be openly licensed for public use, reproduction and distribution.

R. Faculty Involved Committees

The College's advisory councils and committees are organized to achieve the College's four enduring goals. Faculty participation in the College's shared governance structure is an important dimension of service to the campus community. Each faculty member is expected to actively participate in at least one College committee and to work with any relevant advisory groups for his/her program.

Faculty leadership is especially significant on those committees related to the academic program. Each of the committees listed below will annually elect its chair from among the members of the full-time faculty. The chair shall work collaboratively with committee members and members of the administration to fulfill the specific range of the group each year. The chair shall be responsible for calling regular meetings, maintaining effective communication within the committee and between the committee and others at the College, ensuring that accurate records are produced of committee decisions and recommendations, and using appropriate evidence in decision-making.

Each of the chairs for the committees designated below will receive compensation equivalent to three (3) contact hours either as a part of regular load or as part of an overload assignment.

- A. Academic Council
- B. Assessment Committee
- C. Curriculum and Academic Standards Committee
- D. General Education Committee

1. Academic Council

a. General Statement of Purpose:

Through regular meetings and discussions, the Academic Council will provide the Vice President of Academic Services with advice, recommendations, and the faculty perspective on matters pertaining to the Instructional Division, as well as the strategic and operational planning for the college. This council will be a formal mechanism for shared governance with the faculty and will provide a forum for academic issues needing stakeholder input.

b. Membership:

- i. Voting Membership shall be composed of fourteen (14) faculty members (full-time or adjunct), two non-academic administrators, and two student representatives.

Two faculty representatives will be chosen by their colleagues from each of the following areas: Business, English, and Humanities, Math, Nursing, and Allied Health, Occupational Studies, Science, and Social Science and Language. These positions will be filled by full-time faculty when possible but may also be filled by adjunct faculty in the designated area.

The non-academic administrators and the student representatives will be chosen at large by the College Council.

The Academic Deans and Vice President of Academic Services will serve as non-voting members.

- ii. The usual term of membership shall be two (2) years, starting during the fall semester and ending in the winter semester of the following year.

Vacancies may be filled by replacement faculty members when necessary via a special election held by the faculty members in the area that the vacancy occurs. Administrative and/or student representative vacancies will be filled by the College Council. When a person replaces another voting member or takes an at-large position, that person will hold the voting membership for the duration of the original two-year term of the person who was replaced.

- iii. The Academic Council is chaired by one of the faculty representatives and will be elected by the voting members of the Academic Council for a two year term of office. The chair sets an agenda and distributes minutes to faculty. The chair invites feedback from all faculty and informs them of upcoming meetings and potential agenda items so that faculty can give feedback to their representatives.

2. Assessment Committee

- a. General Statement of Purpose:

The Assessment Committee works collaboratively with the VP of Academic Services and Deans to support assessment efforts across the curriculum, to review the results of assessment activities, and to recommend quality improvements related to academic assessment and student learning.

- b. Membership:

- i. Membership will consist of four (4) full-time instructional faculty from different disciplines (Business, English and Humanities, Math, Nursing and Allied Health, Occupational Studies, Science, and Social Science and Language), the Academic Deans, the Director of Institutional Research, and the Vice President for Academic Services and is open for any other faculty to attend.

- ii. The usual term of membership shall be two (2) years, starting during the fall semester and ending in the winter semester of the following year.

- iii. The Assessment Committee is chaired by one of the faculty members and will be elected by appointed members of the committee. The chair schedules meetings, sets an agenda, announces meetings, distributes minutes, facilitates meetings, and posts information through the MMCC website.

3. Curriculum and Academic Standards Committee

- a. General Statement of Purpose:

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

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

b. Membership:

- i. The Committee will be comprised of the College's Chief Instructional Administrator, six (6) other administrators appointed by the President and nine (9) faculty appointed by the Faculty Senate. In addition to the Academic Support Center lead instructor, a minimum of one faculty shall be selected from the areas of Business, Occupational/Technical, Liberal Arts, Sciences, and Health Occupations.
- ii. The appointments of the administrators and faculty representatives shall be for two (2) years.
- iii. The chair will be elected by the Committee for a two (2) year term of office and shall have full voting rights.

c. Roles and Functions:

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

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

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

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

4. **General Education**

a. **General Statement of Purpose:**

Develop, coordinate and oversee the College's general education program requirements.

b. **Membership:** The General Education committee is open to all college faculty and staff, and encourages attendance from all areas.

c. **A chair is elected by those regularly attending the general education committee. The chair schedules meetings (typically 2-3 per semester), sets an agenda, advertises meetings, distributes minutes, facilitates meetings, and posts information through the MMCC intranet.**

5. **Business and Occupational/Technical Advisory Committees**

a. **From the advisory handbook:**

The purpose of occupational education is to prepare people for entrance into selected occupations or to upgrade persons already employed. Therefore, it is essential that educators work closely with groups providing employment so they will know what jobs are available and how best to prepare students for them.

b. **Membership:** Five (5) or more representatives of the areas of employers, employees, and education matching the particular field of employment along with a faculty member from that area.

c. **Roles and Functions:** Faculty will work as a team with the advisory group members. These groups meet two to three times (more for new programs). The committees also perform an annual review of each program.

S. **Civil Rights**

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

T. **Field Trips**

1. A field trip shall be defined as an educational activity which requires students and faculty members to leave the Campus. The College may supply transportation, when determined appropriate, for all such trips. In a normal situation an instructor shall make his/her request for trip authorization ten (10) days in advance to the appropriate administrator.

2. If the College requests that the faculty member use his/her own transportation and the faculty member agrees, he/she shall be reimbursed at the prevailing administrative rate.

ARTICLE VII
Safety and Health

The Senate and College jointly recognize the responsibility to safeguard the health and safety of the individual, his/her coworkers, and students.

A. Safety:

1. Instructors shall not be expected to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. If an instructor reasonably believes that unsafe or hazardous work conditions exist in his/her work area, or that he/she is being required to perform tasks or operate a vehicle or other machinery which endanger his/her health, safety or well-being, that instructor may immediately refuse to continue to be exposed to said unsafe or hazardous condition and shall immediately request that the safety committee investigate the condition and if said committee concurs with the instructor then MMCC shall: (a) immediately provide to that instructor an alternative work site free of unsafe or hazardous conditions or if no such work site is available, then MMCC shall: (b) immediately permit that instructor to cease working and then MMCC shall pay to that instructor his/her regular compensation until MMCC is able to provide a safe and hazardous-free work site. An instructor's reasonable belief that any of the prohibited work conditions enumerated herein exist, that instructor's refusal to be exposed to said prohibited work condition shall not constitute insubordination nor in any manner subject said instructor to discipline.
2. Smoking is prohibited.
3. Infectious Diseases:
 - a. The College will abide by all federal, state and county statutes, regulations and directives regarding students with infectious diseases. To the extent permitted under such legal obligations, the College will advise all faculty members who are likely to come into contact with the infected student of the nature of the infectious disease and any precautions that are recommended or required in the classroom or other education setting.
 - b. MMCC will provide faculty with information about disease transmission and prevention when there are students with known infectious diseases on campus. Universal health care precautions shall be available and used for general issues involving bodily fluids.
 - c. If certain and unequivocal proof exist that an instructor contracted an infectious disease through casual contact with a student, and if in the opinion of two physicians selected by instructor and paid by MMCC, said casual contact is the likely cause of the instructor's infectious disease, it shall be deemed to have resulted from the instructor's employment and any resulting absences shall not be charged against the instructor's sick days. MMCC shall pay to such instructor

the difference between his/her salary with all fringe benefits, and benefits received under the Worker's Compensation Act for the duration of such absence or such instructor shall receive long term disability benefits.

4. Substance-Abuse:

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

- f. The parties concern is limited to alcoholism and drug abuse problems which cause poor attendance, and/or unsatisfactory performance on the job, and/or misconduct on the job.
- g. MMCC agrees that any instructor with an alcohol or drug abuse problem that requests diagnosis or treatment will not jeopardize his/her job rights or job security and that such problems will be handled in a confidential manner.
- h. All reports of actual or alleged alcohol and/or drug abuse shall be promptly reported to the respective instructor.

ARTICLE VIII
Faculty Benefits

A. Leaves of Absence

1. Sick Leave: At the beginning of each contract year each instructor shall be credited with a five (5) day sick leave allowance to be used for absences caused by illness or physical disability of the instructor. Then, beginning with the month of November, each instructor will earn one (1) day of sick leave for each month through May he/she is in the employment of the College. The unused portion of such allowance shall accumulate to 180 days. Instructors absent on a regularly scheduled class day because of illness or physical disability will cause the fact to be reported to the Instructional Administration office in advance of the next assigned obligation. Faculty who are off from work due to illness shall be charged a corresponding number of sick days. Faculty who are off work due to illness for one week shall be charged four sick days. Should the illness continue into subsequent weeks, five sick days will be charged for each week, as this is consistent with how sick days are earned. For any absence greater than three consecutive work days, a doctor's slip is required. The College may send the Faculty member, at the College's expense, for an exam if there is a pattern of repeated, unexplained absence. The College will consult with the Faculty member about their concerns before sending the Faculty member to the doctor.

- a. Family Medical Leave: Faculty members who have been employed by MMCC for at least twelve (12) months and have worked a minimum of 1,250 hours during the preceding twelve (12) months are eligible to apply for a Family Medical Leave (FML).

Faculty members may apply for a leave under the Family Medical Leave Act (FMLA) and be entitled to a leave of up to a total of twelve (12) workweeks during any twelve (12) month period of time. The twelve (12) month period of time is calculated from the date an employee first uses the family medical leave, rolling backwards. Faculty must use sick time to cover the FML, if it is available. Once sick time is exhausted, the leave will be unpaid.

Medical certification is required at the onset of the leave and prior to the faculty member's return from a family medical leave. The college reserves the right to designate a leave as a FML even if the faculty member does not request it.

Faculty must meet with his/her instructional administrator and Personnel Services to apply for a leave under the FMLA.

2. Bereavement:

- a. Death in the immediate family: The instructor may take a maximum of three (3) days per death. Immediate family shall be interpreted as husband, wife,

co-habitors, mother, father, brother, sister, children, grandchildren, father- and mother-in-law, grandparents, uncle, aunt, niece, nephew and all immediate family steps. The Administration may grant additional days when the death of a child, spouse, or parent is involved.

- b. Absence for bereavement beyond the allowance specified in Section 2.a shall be considered personal leave.
 - c. Bereavement leave shall not be deducted from leave days.
3. **Family Illness:** In case of critical illness of a member of the employee's immediate family as defined in the FMLA standards, a maximum of six (6) days per year will be granted with pay in addition to an employees' sick leave. The additional six (6) days will be granted when the employee has exhausted all individual sick leave.
 4. **Personal Leave:** Each faculty member shall be granted two personal days per contract year for personal use. A third personal day will be granted to faculty members teaching more than six (6) contact hours the previous spring/summer session (as long as the faculty member was not on a long term leave the previous academic year). All personal days, to include the third day (if applicable) must be used during the current academic year. Personal days may not be used to extend vacation or holiday periods without approval from the appropriate Instructional Administrator.
 5. **Legal Leave:** The faculty member shall be excused from work for jury service or if he/she is subpoenaed as a witness by anybody empowered by law to compel attendance by subpoena. Such faculty member will receive his/her regular College pay.
 6. **Sabbatical Leave:** The Board of Trustees, upon recommendation of the Faculty Sabbatical Review Committee, shall grant two paid Sabbatical Leaves of absence for faculty members who have worked with the college for a total fourteen (14) fall/winter semesters without a break in service as a full-time faculty member. To apply for a Sabbatical Leave, the faculty member must:
 - a. Submit a detailed proposal to the Faculty Sabbatical Review Committee by October 1 of the year preceding the academic year when the leave will be taken.
 - b. The detailed proposal must address each of the criteria listed in the given rubric:

Criteria	Notes	Revise	Acceptable
Describes nature and purpose of the leave, and provides supportive information that connects expected learning outcomes with the faculty member's	E.g., criteria may include graduate degree work (Ph.D., Specialist, Second MA, Specific Non-degree Program, etc.); taking additional hours in the instructor's teaching area as a full-time student, or a teaching cognate		

other college work.	area or other areas that impact instruction.		
Describes the knowledge and experience the faculty member will gain from the Sabbatical Leave and provides a detailed description with supporting examples for how the knowledge and experience gained from the leave will be used in his/her position.	E.g., these could include, but are not limited to, content level knowledge, technological knowledge, cultural/community knowledge, and/or pedagogical knowledge – in terms of experience gained.		
Provides a detailed timeline with both major and minor tasks to be accomplished during the leave period.	E.g., this could include, but does not require, demographic information, geographic information, steps associated with collection, analysis, and presentation of data, learning objectives, skills-based acquisitions, etc.		
Describes how the expected learning outcomes will meet the current and future needs of the college, department, and/or discipline area.	E.g., explain how the individual has planned to use the Sabbatical Leave for self-enrichment in the respective teaching area so that the instructor's ability to serve the students and the philosophy of the College will be enhanced upon the instructor's return.		
Describes how the learning outcomes will contribute to the faculty member's ability to contribute to the educational process for students.	E.g., individual proposal for research or writing for the purpose of the improvement of the instructor's teaching responsibilities, work experience, or institutional betterment.		
Describes the way in which the Sabbatical Leave will impact the faculty member's department during the leave period, and provides a plan to help accommodate the leave request.	This will be done in conjunction with the faculty member's academic supervisor: E.g., this might be as simple or complicated as explaining who might teach, manage, communicate, and oversee, etc., for your department in your absence. However, great depth here will be beneficial. Considering student needs and institutional needs in this area will help in the review and consideration of this proposal.		
Provides a detailed plan on	E.g., how will you present your		

how the faculty member's learning from the sabbatical will be shared with students, faculty, and the community.	findings, growth, learning impact (personally, institutionally, for the community, for students), etc.?		
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- c. The Faculty Sabbatical Review Committee will review the proposal and may ask the applicant to attend a review meeting to provide additional information or clarification.
- d. The Faculty Sabbatical Review Committee will notify the applicant of its recommendation to the Board of Trustees by December 1 of the year proceeding the academic year of the requested leave.
- e. The Faculty Sabbatical Review Committee will not recommend to the Board of Trustees any proposal that does not satisfy, to the satisfaction of the Committee, the rubric given above. If the Faculty Sabbatical Review Committee does not recommend the proposal to the Board of Trustees, the Committee will communicate their reasons in full to the applicant.
- f. The Board of Trustees will also review the proposal and may ask the applicant to attend a Board meeting to provide additional information or clarification. If the Board of Trustees chooses to deny a proposal they will communicate their reasons to the applicant in full and in writing.
- g. The Board of Trustees will notify the applicant of their decision following its February Board meeting in the academic year proceeding the academic year of the requested leave.

Guidelines for Sabbatical Leave:

- 1. The Faculty Sabbatical Review Committee shall consist of three (3) faculty members selected by the Faculty Senate and two (2) administrative representatives selected by the VP of Instruction. A faculty member will chair the committee.
- 2. It is recommended, but not required, that a member of the Board of Trustees attend the meetings of the Faculty Sabbatical Review Committee.
- 3. The college shall make two Sabbatical Leaves available to faculty each academic year.
- 4. Priority for granting the Sabbatical Leave will use the following guidelines:
 - a. Valid proposals not funded in one year shall have priority the following year.
 - b. Those who have previously taken fewer sabbaticals while at MMCC will have priority over those who have taken more, especially when an applicant has not yet had a sabbatical while at MMCC.
 - c. Seniority based on beginning date of contractual duties as a full-time instructor.

5. The Sabbatical Leave applicant may request a leave of one (1) semester or two (2) consecutive semesters.
6. The salary for a Sabbatical Leave will be 100% of the regular salary for one (1) semester and 50% of the regular salary for two (2) semesters. Payments will be made in accord with regular College pay periods during the Sabbatical Leave.
7. The Board of Trustees may further financially support the Sabbatical Leave beyond the stipulated salary, if in its judgment, the proposal warrants such support.
8. Upon return from a Sabbatical Leave, a faculty member shall be returned to his/her previous position and placed at the same position on the salary schedule that he/she would have been placed had he/she taught at the College during the Sabbatical Leave period.
9. Those recipients who are pursuing a Sabbatical Leave beyond a given academic year shall not be cause for delay in further Sabbatical Leave appointments.
10. Sabbatical Leave may be granted to the same faculty member after completion of a total of fourteen (14) fall/winter semesters without a break in service as a full-time faculty member following his/her return from the previous Sabbatical Leave.
11. A faculty member who received a Sabbatical Leave shall return to the college for a period of two (2) years. If the faculty member chooses to separate from the College during the two year period, he/she shall repay the prorated portion of salary paid during the sabbatical leave.
12. All Master Contract provisions shall remain in effect during Sabbatical Leaves excepting those provisions referring to leaves for sickness or other reasons for a leave of absence.
13. Evidence of satisfactory completion of the Sabbatical Leave shall be presented to the Board of Trustees by the Faculty Sabbatical Review Committee and the sabbatical recipient.

7. Unpaid Leaves of Absence:

- a. A leave of absence of up to two (2) years may be granted to any faculty member upon application for the purpose of advanced study. Upon request the Board may extend such leave beyond the two (2) year limit if it so desires.
- b. A leave of absence of up to two (2) years may be granted to any faculty member upon application for the purpose of participating in exchange teaching programs in other states, territories or countries, or a cultural program related to his/her professional responsibilities, provided that said faculty member states his/her intention to return to this College.
- c. A military leave of absence shall be granted to any faculty member who shall be inducted or who shall enlist for military duty in any branch of the Armed Forces of the United States. Military leave shall also be granted for periods of time for the purpose of fulfilling commitments to the United States Armed Forces. Upon

return from such leave, in accordance with the requirements of such applicable law for the retention of re-employment rights, a faculty member shall be placed at the same position on the salary schedule that he/she would have been had he/she taught in the College during such period.

- d. A leave of absence of up to two years shall be granted to any faculty member upon application for the purpose of serving as an officer of any professional association or on its staff. Upon request the Board may extend such leave beyond the two-year limit if it so desires.
- e. A faculty member who is elected or appointed to a political office which requires his/her absence from duty with the College for an extended period of time shall be granted a political leave of absence without pay. Should he/she be re-elected or re-appointed to the same political office for an ensuing term, or elected or appointed to a different political office for an ensuing term, his/her leave of absence shall be terminated. A leave of absence for one semester, without pay, shall be granted to any faculty member upon application for the purpose of running for public office.
- f. Child Care Leave shall be granted for no more than two academic years to a faculty member upon his/her request. The faculty member will be able to return to his/her former position upon completion of the leave period. This leave will be without pay. Fringe benefits shall be provided for the first sixty (60) days of this leave. Faculty members on child care leave will not accrue seniority while on such leave.
- g. Mutual consent leave shall be granted to a faculty member upon his/her request if it is mutually agreeable to the faculty member and the Board. Such leaves shall be granted for not less than one semester nor more than two semesters. At the end of the leave period, the faculty member will be able to return to his/her former position or similar position. Such leave may or may not be without pay and fringe benefits.
- h. A faculty member on unpaid leave shall retain all credit toward sabbatical leave, but shall not accrue additional credits while on leave.
- i. Faculty members on unpaid leave will have priority to return to their former position.
- j. After twelve (12) months of continuous employment, a disability leave without pay may be requested by the instructor from the Vice President. Accumulated sick leave must be used prior to the disability leave. Leave may be granted on the approval of the President and the Board of Trustees. Disability leave may be up to ninety calendar days in length, with fringe benefits covered.

8. Temporary full-time instructors may be hired by the Board as replacements for instructors on approved paid or unpaid leaves of absence up to a period of two academic years.

B. Reimbursement for Professional Development

1. Time may be made available to each faculty member to attend professional conferences. Those conferences approved by the administration shall be fully reimbursed for reasonable expenses within the scope of the approved Board of Trustees' budget, and will be granted on a rotating basis.
2. The Board of Trustees will pay tuition to full-time faculty for successful completion of course work directly related to their subject matter field of employment or pursuing a program or courses that had received written Administrative approval in advance of any course enrollment for which reimbursement is sought after the completion of the minimum requirement for full-time employment. Reimbursement will be initiated when the instructor makes available a copy of his/her tuition payment receipt and grade report. Tuition reimbursement will be limited to the lower of the actual tuition (not including fees or books) or the average of the lowest applicable tuition rate (undergrad or graduate) at Central Michigan University, Saginaw Valley State University, Ferris State University and Michigan State University.

The maximum reimbursement amount each calendar year will be capped at \$3,000.00 for undergraduate coursework, \$4,000.00 for master degree coursework, and \$5,250.00 for doctoral level coursework. To be eligible for reimbursement, a passing grade of at least a "C," "credit" for credit/non-credit coursework, or a "pass" for pass/fail coursework, is required. Reimbursement requests must be submitted within sixty (60) days of course completion, with only one submission within the sixty (60) day period.

3. The Board of Trustees shall provide tuition grants including required course fees at MMCC, as approved by the Board, for full-time instructional personnel, spouse and dependent children provided a 2.0 g.p.a. is maintained, up to a maximum of 62 semester hours or completion of a certificate or degree program. Full-time faculty can enroll in any MMCC course on an "audit" basis after his/her teaching schedule for the enrollment period has been approved by the appropriate administrator.

C. Insurance

1. Life Insurance:

- a. The Board of Trustees shall provide \$70,000 group life term insurance plus \$70,000 AD&D for each full-time faculty member. Coverage will terminate upon separation from the college. The individual faculty member may elect, at his/her expense, additional group life term insurance subject to insurability. Benefits shall be payable to the employee's designated beneficiary.

- b. Dependent life insurance will be available, at the expense of the employee, on an optional basis.

2. Group Health Insurance:

- a. The Board shall provide health insurance. The insurance shall be substantially similar to the insurance provided for the administrative staff on a twelve (12) month basis for each member of the full-time faculty and his/her eligible dependents. In lieu of such coverage a faculty member may elect to receive either \$3,500 or an annual cash-in-lieu payment consistent with that provided to other similarly situated employees, whichever is greater. Documentation of other health coverage must be provided to Personnel Services to receive the cash-in-lieu payments. The Opt-Out program will be provided for employees who are not enrolled on our health insurance plan.
- b. The employer shall utilize the maximum State Hard Cap limit pursuant to PA 152 of 2011 and shall annually adjust the amount as allowed by the State of Michigan. .
- c. The Board shall provide dental coverage. The coverage shall be substantially similar to that provided to the administrative staff for each member of the full-time faculty and his/her eligible dependents.
- d. The Board shall provide vision coverage. The coverage shall be substantially similar to that provided to the administrative staff for each member of the full-time faculty.
- e. The Board reserves the right to change carriers after bidding specifications that would be substantially similar to existing benefits. The College and Faculty Senate are committed to work to find ways to lower health insurance costs.
- f. The health, dental, and vision coverage shall not be materially different than that provided to this group during the 2016-2017 medical benefit plan coverage year, to the extent allowable by law.

3. Long Term Disability

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

D. Flex Spending Plan

The College will make available a qualified Section 125 Flex Spending Plan for Medical and/or Child Care expenses in accordance with federal law.

The plan is not intended to serve as a vehicle to be used by insurance companies and/or other vendors in the general public to gain access to the MMCC Faculty Senate membership for purposes of promotion and sale of their products.

E. Bookstore Discounts

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

F. College Events

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

G. Physical Examinations and Inoculations

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

H. Faculty Separation from the College

The College agrees to pay any resigning/retiring faculty member \$45.00 per day for all unused sick days up to a maximum of 150 days if the faculty member meets one of the two following vesting periods: (i) fifteen (15) or more full-time consecutive years in a faculty capacity at MMCC, or (ii) five (5) or more full-time consecutive years in a faculty capacity at MMCC and meet the criteria for full retirement set forth by MPSERS.

ARTICLE IX
Grievance Procedure

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

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

B. **INFORMAL DISCUSSION**

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

C. **STEP ONE**

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

D. **STEP TWO**

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

E. STEP THREE

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

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

F. STEP FOUR

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

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

H. The Board and the Faculty Senate shall not be permitted to assert in any such arbitration proceedings any ground or rely on any witness or exhibit not previously disclosed to the other party. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written to settle the grievance before him/her. The arbitrator shall at all times be governed wholly by the terms of the Agreement and he/she shall have no power or authority

to amend, alter or modify this Agreement in any respect, nor shall the arbitrator have the authority to hear or determine more than a single grievance in a single arbitral hearing unless the parties agree otherwise. If the issue of arbitrability is raised, the arbitrator shall only determine the merits of the grievance if arbitrability is affirmatively decided. By accepting a case from the parties, the arbitrator acknowledges his/her limitations of authority and agrees not to decide an issue which is outside of his/her jurisdiction under this Agreement. The Arbitrator recognizes that the Employer is governed by certain laws of the State of Michigan and the arbitrator agrees that this Agreement shall be interpreted and construed consistent with such laws. Retroactivity of the arbitrator's award shall be limited to the date the grievant knew or should have known of the act or condition on which the grievance is based. Notwithstanding the forgoing, an arbitrator's award as to payroll computation errors may be retroactive for up to one (1) year prior to the time the grievance was first submitted in writing. Arbitration awards shall be final and binding on the Employer, Association, and employees. Both parties agree to be bound by the award of the arbitrator. However each party reserves the right to challenge the arbitration award in any court of competent jurisdiction if the arbitrator has exceeded his/her jurisdiction or has arrived at his/her award fraudulently or by improper means.

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

ARTICLE X
Professional Behavior

- A. The Code of Ethics of the Education Profession is considered by the Faculty Senate and the Board as acceptable criteria of professional behavior. The Faculty Senate shall deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession.
- B. No bargaining unit member shall be disciplined or discharged without just cause or without being accorded due process.
- C. A bargaining unit member shall at all times be entitled to have present a representative of the Faculty Senate when he/she is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to faculty until such representative of the Faculty Senate is present.
- D. The employee shall sign and receive a copy of each disciplinary action. The signing of this document is not to be construed as an admission of guilt but only as an acknowledgment that such action exists. In imposing any sanction on a current charge, MMCC shall not take into account any prior infraction which occurred more than four (4) years previous to the date of the occurrence of the event on which the current charge is based except in instances specified in Article III.M.
- E. Suspension may occur while discipline is pending. The Instructor's pay shall not be interrupted nor reduced while discipline is pending.
- F. No student, parental, citizen, or college personnel complaints originating after initial employment will be placed in an instructor's personnel file unless the instructor has had an opportunity to review the material. Complaints against the instructor shall be put in writing with names of the complainant(s). The administrator shall attach to the complaint a written explanation of all administrative action taken and administrative expectations (if any) of the instructor. The instructor may submit a written notation or reply regarding any complaint, and the same shall be attached to the file copy of the material in question. When complaint material is to be placed in an instructor's file, the affected instructor shall be given the opportunity to review and sign said material; such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.

ARTICLE XI
Employment Practices

A. Orientation Period

Faculty Senate members who join the college will have an orientation period of five (5) fall/winter semesters. Prior to the start of the first semester, the appropriate instructional administrator will meet with the newly hired faculty member to review the departmental or discipline specific needs and the Performance Review Process, including the PRFEP. At the end of the first semester, the newly hired faculty member will complete his/her portion of the PRFEP to include a portfolio of artifacts that support evidence addressing each of the four categories of faculty roles and responsibilities (Article V. A).

The faculty member will include an update on his/her portfolio, along with classroom observations, student evaluations and progress towards completing his/her PRFEP at the end of each semester during the orientation period. This documentation will be included in the faculty member's personnel file, and serve as the basis for recommending full status to the Board of Trustees during the fifth (5th) semester after hire.

During the orientation period, the President of the College reserves the right to decline or grant full status to the faculty member, without regard to any other provisions of this Agreement. The President shall notify the faculty member by the beginning of the thirteenth week of the fall or winter semester if his/her contract will not be renewed or if he/she will not be placed on full status.

B. Individual Faculty Contracts

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

C. Faculty Evaluation

The College supports an educational environment which has inherently related to it an on-going evaluation of its personnel. This process should be regular and maintain as its overall objective the improvement of performance by all elements functioning in the Institution and is not intended to be used as an instrument for the construction of discipline. The criteria and instruments of evaluation will be developed jointly between the Faculty Senate, the faculty member and the administration, and only those criteria and instruments shall be used to evaluate faculty.

D. Layoff

Whenever it is necessary to decrease the number of the faculty members due to, but not limited to, insufficient funds, projected revisions, deletions of programs or enrollment declines, the following factors will be used to determine faculty members whose position is to be reduced or

eliminated: seniority, certification requirements, effectiveness, and academic qualifications. Where clearly superior performance as documented by objective criteria is evident, it is understood that less senior full-status faculty may be retained during layoff. Recall from layoff shall be based upon the same considerations. The College may reassign faculty duties and schedules to avoid laying them off.

E. Layoff Notice

Faculty members to be laid off for an indefinite period of time will be so advised in writing as soon as is practicable after said decision has been made by the College. The Faculty Senate President shall, on the same date the notices are issued to affected faculty members, be tendered a list of the faculty members being laid off.

F. Assignments to Avoid Layoff

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

G. Seniority Determination

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

H. Full Status

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

I. Loss of Seniority and Full Status

A faculty member's seniority, Full Status and employment relationship with the College shall be terminated when:

1. He/she resigns or retires;
2. He/she is discharged for just and reasonable cause;
3. He/she is absent for five (5) consecutive working days without notice to the College within such time of the reasons for, and excused by the College of, such absence, unless the giving of such notice is impossible;

4. He/she fails to report for work as scheduled within seven (7) calendar days after notice of recall from any layoff is sent to his/her last known address as reflected on the College's records;
5. He/she fails to report for work on the required date at the end of an authorized leave of absence or authorized extension thereof, unless such reporting is impossible;
6. He/she is on layoff status consecutively for two (2) calendar years or the length of his/her seniority whichever is less;

J. Full Time Faculty Retraining

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

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

K. Instructor Notification

Instructor notification of his/her resignation of employment shall be tendered to the Board no later than October 15th, for resignations/retirements at the end of the Fall semester and no later than April 15th for resignations/retirements at the end of the Winter Semester. Instructors who retire/resign at the end of a Fall semester will have their base contract amount pro-rated and the College will continue health benefits for thirty (30) days or until the instructor receives

other health coverage, whichever comes first. Resigning instructors who complete their teaching responsibilities for the academic year will have the option to continue their fringe benefits through the end of their individual Annual Contract.

L. No Strike Pledge

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

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

M. Violation of No Strike Pledge

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

N. No Lockout

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

ARTICLE XII
Professional Compensation

A. Salary Schedules

All faculty members are to be placed on the proper step on the appropriate salary schedule as defined in Appendix D. The salary schedules for the academic years of 2017-18, 2018-19, 2019-20, 2020-21, and 2021-22 are listed in Appendix D.

B. Salary Payment

1. The salary of each instructor shall be paid via direct deposit. Faculty members have the option of electing payment over 26 or 20 bi-weekly amounts. The first normal bi-weekly pay date shall be established by the Administration and Faculty representatives prior to the end of the previous academic year.
2. Deductions may be authorized by the instructor and shall be executed for such items as:
 - a. Faculty Senate Dues
 - b. Credit Unions
 - c. Annuity Programs
 - d. Faculty Senate Approved Financial Matters
3. The last paycheck of each academic year may be held until all contractual obligations are completed.

C. Supplemental Teaching

1. Priority for teaching summer and overload courses will be given to full-time instructors in their normally taught subject areas.
2. If a full-time faculty member accepts a supplemental teaching assignment, excluding adult, continuing education or community service instructional courses or activities, beyond the basic load, the rate of compensation shall be \$945.00 per equated hour.
3. Supplemental salaries shall be paid according to the Method of Payment Option in the Supplemental Teaching/ Services Contract, Appendix F.
4. Payment for overload courses will normally begin during the semester in which the basic teaching load is satisfied.
5. Courses taught in excess of 30 hours for the academic year constitute supplemental teaching (overload). A faculty member may teach up to twenty-one (21) equated hours during each of the fall and winter semesters, provided the faculty member meets his/her PRFEP requirements. Additional hours beyond the 21 hours per semester may be made available by the appropriate instructional administrators provided the faculty member

meets his/her PRFEP requirements. During the spring/summer semester, extra classes will be offered first to full-time faculty. Any classes not taken during spring/summer semester by full-time faculty will be assigned to adjunct faculty.

ARTICLE XIII
Agreement Effectuation

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

ARTICLE XIV
Modification of Forms

It is recognized that there may be occasion to modify otherwise static forms found within this document. The following procedure will be utilized if either party wishes to examine improvements to these forms outside of the formal negotiation process.

1. A request to change or improve forms outside of the formal negotiation process can originate from the Faculty Senate Executive Board or from the College Council.
2. Upon receipt of a request, both parties shall appoint members to be part of a Review Committee.
3. The Review Committee (RC) will continue to meet at reasonable mutually scheduled times until the RC can recommend an improvement or until either party's representatives determine that lack of progress does not warrant further time. In the latter case, the original form and accompanying language in the contract will remain.
4. If a recommendation from the Review Committee can be made, the recommendation will go to both College Council and the Faculty Senate.
5. If both College Council and the Faculty Senate ratify the form and any related language, it will replace the existing form and language in the contract.
6. If either the College Council or Faculty Senate does not ratify the change, the original form and accompanying language shall remain unchanged.
7. Nothing in the article prevents negotiating modification to these sections through the formal negotiation process.

ARTICLE XV
Miscellaneous

- A. In the writing and amending of its Board Policy Manual, the Board shall notify the Faculty Senate of any changes.

- B. If an instructor accepts a position of supervision or coordination of a student teacher or teaching intern, the instructor will receive an amount of money equal to that reimbursed to Mid Michigan Community College from the sending institution per academic semester per student or intern.

- C. Mileage reimbursement guidelines for full-time faculty are as follows:
 - 1. Reimbursable mileage is a consequence of excessive travel required of the faculty resulting from an administrative decision, other than office hours, grade grievance hearings (as the instructor involved), contract grievance meetings, general faculty meetings, department meetings, registration activities, committee meetings, mutually scheduled meetings with supervisors, advisory committee meetings, and other meetings and/or events necessary in accomplishing instructor responsibilities.

 - 2. Mileage will be paid for scheduled teaching assignments requiring more than five round trips per week.

 - 3. Mileage reimbursement shall be paid at the prevailing administrative rate as outlined in the Board of Trustees Policy Manual.

 - 4. Mileage shall be paid for administratively approved field trips, seminars, conferences and workshops.

 - 5. Mileage reimbursement will be paid to instructors to attend meetings called by the administration outside the contractual period of the instructor; i.e., regular full-time or supplemental contracts.

- D. All faculty will be involved in institutional self-study committees for continued accreditation.

ARTICLE XVI
Duration of Agreement


The effective date of this agreement shall be August 20, 2017 and shall continue in effect until midnight, August 19, 2022. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. This Agreement may be reopened at any time by mutual agreement of the Board of Trustees and the Faculty Senate.

MID MICHIGAN COMMUNITY
COLLEGE BOARD OF TRUSTEES:

MID MICHIGAN COMMUNITY COLLEGE
FACULTY SENATE:

By: 
Board Chairperson

By: 
President


Secretary


Chairperson, Negotiating Team

10/3/17
Date of Signing

9/27/2017
Date of Signing

Negotiating Team Members:

- Michael Jankoviak
- Lillian Frick
- Gale Crandell
- Lori Fassett

Negotiating Team Members:

- J.J.Mertz
- Bud Kanyo
- Robert Elmore
- Jeff Percha

LIST OF APPENDICES

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APPENDIX B	GRIEVANCE REPORT FORM
APPENDIX C	EXPERIENCE CREDIT AWARDS FOR DETERMINING INITIAL PLACEMENT ON FULL-TIME FACULTY SALARY SCHEDULE
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APPENDIX A
Code Of Ethics Of The Education Profession

PREAMBLE

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

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

PRINCIPLE I

Commitment to the Student

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

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

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

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

PRINCIPLE II

Commitment to the Public

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

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

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

PRINCIPLE III

Commitment to the Profession

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

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

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

PRINCIPLE IV

Commitment to Professional Employment Practices

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

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

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

4. Shall give prompt notice to the employing agency of any change in availability of service, and the employing agency shall give prompt notice of change in availability or nature of position.
5. Shall adhere to the terms of a contract or appointment, unless these terms have been legally terminated, falsely represented or substantially altered by unilateral action of the employing agency.
6. Shall not delegate assigned tasks to unqualified personnel.
7. Shall permit no commercial exploitation of his/her professional position.
8. Shall use time granted for the purpose for which it is granted.
9. Shall not without permission use college equipment, resources, or events for personal gain.

APPENDIX B
Grievance Report Form

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

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

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

INFORMAL DISCUSSION

A. Date of Discussion: _____

B. Individuals Involved: _____

STEP ONE

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievance: _____

2. Clause of Contract alleged to be violated: _____

3. Relief Sought: _____

C. Disposition by Vice President: _____

	Signature	Date
--	-----------	------

D. Disposition by Grievant or Faculty Senate: _____

	Signature	Date
--	-----------	------

	Signature	Date
--	-----------	------

STEP TWO

A. Date Received by President: _____

B. Date of Meeting: _____

C. Individuals Present:

D. Disposition by President: _____

Signature

Date

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

Signature

Date

STEP THREE

A. Date (1) Referred to Mediator: _____

(2) Bypassed: _____

B. Date of Mediation Hearing: _____

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

Signature

Date

STEP FOUR

A. Date Submitted to Arbitration: _____

B. Disposition by Arbitrator: _____

Signature of Arbitrator

Date

APPENDIX C

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

1. If within ten (10) years of hiring, up to three (3) years' credit shall be given for relevant full-time teaching done in public schools (K-12), and/or up to four (4) years' credit for relevant full-time or equivalent full-time college-level teaching. The Faculty President or his/her designee shall be consulted regarding the relevance of the teaching experience.
2. Up to two (2) years' credit may be given for graduate assistant, part-time college teaching, or graduate fellowship teaching experience. One (1) year's credit may be granted for each verifiable twenty-four (24) annually equated contact hours of experience.
3. Up to one (1) year's credit may be given for two (2) years or more of military experience.
4. Up to two (2) years' credit may be given for compensated work experience outside the field of education if such experience is directly related to the position for which the person is employed. One (1) year's credit may be granted for each two (2) years of verifiable work experience.
5. Up to three (3) years' credit may be given for unique qualifications, training, experience, position requirements, or severe shortages of qualified personnel as determined by the President of the College in consultation with the Faculty Senate.
6. The maximum experience credit granted for initial placement on the appropriate degree schedule shall be five (5) years.
7. Instructors will advance to a new salary schedule upon the earning of sufficient additional credits and/or degrees from a fully accredited college or university directly pertaining to their subject matter field of employment at MMCC, as documented by the instructor.

APPENDIX D

**MMCC-FACULTY SENATE
SALARY SCHEDULE 2017-18**

(STEP +\$1,000)

100.00%

STEP	BACHELOR	MASTER	MA+30	MA+60	PH. D.
1	52,072	54,435	56,797	59,159	61,522
2	53,726	56,088	58,450	60,813	63,175
3	55,379	57,742	60,104	62,466	64,829
4	57,033	59,395	61,758	64,120	66,482
5	58,686	61,049	63,411	65,773	68,136
6	60,340	62,702	65,065	67,427	69,789
7	61,993	64,356	66,718	69,080	71,443
8	63,647	66,009	68,372	70,734	73,096
9	65,300	67,663	70,025	72,387	74,750
10	66,954	69,316	71,679	74,041	76,403
11	68,607	70,970	73,332	75,694	78,057
12	70,261	72,623	74,986	77,348	79,710
13	71,890	74,252	76,615	78,977	81,339
14	73,759	76,183	78,607	81,031	83,454

SALARY SCHEDULE 2018-19

(STEP +\$1,000)

100.00%

STEP	BACHELOR	MASTER	MA+30	MA+60	PH. D.
1	53,072	55,435	57,797	60,159	62,522
2	54,726	57,088	59,450	61,813	64,175
3	56,379	58,742	61,104	63,466	65,829
4	58,033	60,395	62,758	65,120	67,482
5	59,686	62,049	64,411	66,773	69,136
6	61,340	63,702	66,065	68,427	70,789
7	62,993	65,356	67,718	70,080	72,443
8	64,647	67,009	69,372	71,734	74,096
9	66,300	68,663	71,025	73,387	75,750
10	67,954	70,316	72,679	75,041	77,403
11	69,607	71,970	74,332	76,694	79,057
12	71,261	73,623	75,986	78,348	80,710
13	72,890	75,252	77,615	79,977	82,339
14	74,759	77,183	79,607	82,031	84,454

SALARY SCHEDULE 2019-20

(STEP +\$1,000)

100.00%

STEP	BACHELOR	MASTER	MA+30	MA+60	PH. D.
1	54,072	56,435	58,797	61,159	63,522
2	55,726	58,088	60,450	62,813	65,175
3	57,379	59,742	62,104	64,466	66,829
4	59,033	61,395	63,758	66,120	68,482
5	60,686	63,049	65,411	67,773	70,136
6	62,340	64,702	67,065	69,427	71,789
7	63,993	66,356	68,718	71,080	73,443
8	65,647	68,009	70,372	72,734	75,096
9	67,300	69,663	72,025	74,387	76,750
10	68,954	71,316	73,679	76,041	78,403
11	70,607	72,970	75,332	77,694	80,057
12	72,261	74,623	76,986	79,348	81,710
13	73,890	76,252	78,615	80,977	83,339
14	75,759	78,183	80,607	83,031	85,454

SALARY SCHEDULE 2020-21

(STEP +\$1,000)

100.00%

STEP	BACHELOR	MASTER	MA+30	MA+60	PH. D.
1	55,072	57,435	59,797	62,159	64,522
2	56,726	59,088	61,450	63,813	66,175
3	58,379	60,742	63,104	65,466	67,829
4	60,033	62,395	64,758	67,120	69,482
5	61,686	64,049	66,411	68,773	71,136
6	63,340	65,702	68,065	70,427	72,789
7	64,993	67,356	69,718	72,080	74,443
8	66,647	69,009	71,372	73,734	76,096
9	68,300	70,663	73,025	75,387	77,750
10	69,954	72,316	74,679	77,041	79,403
11	71,607	73,970	76,332	78,694	81,057
12	73,261	75,623	77,986	80,348	82,710
13	74,890	77,252	79,615	81,977	84,339
14	76,759	79,183	81,607	84,031	86,454

SALARY SCHEDULE 2021-22

(STEP +\$1,000)

100.00%

STEP	BACHELOR	MASTER	MA+30	MA+60	PH. D.
1	56,072	58,435	60,797	63,159	65,522
2	57,726	60,088	62,450	64,813	67,175
3	59,379	61,742	64,104	66,466	68,829
4	61,033	63,395	65,758	68,120	70,482
5	62,686	65,049	67,411	69,773	72,136
6	64,340	66,702	69,065	71,427	73,789
7	65,993	68,356	70,718	73,080	75,443
8	67,647	70,009	72,372	74,734	77,096
9	69,300	71,663	74,025	76,387	78,750
10	70,954	73,316	75,679	78,041	80,403
11	72,607	74,970	77,332	79,694	82,057
12	74,261	76,623	78,986	81,348	83,710
13	75,890	78,252	80,615	82,977	85,339
14	77,759	80,183	82,607	85,031	87,454

Beginning with the 2017-2018 Salary Schedule, the Director of Physical Therapist Assistant shall be placed on PH.D, Step 12; the Coordinator of Physical Therapist Assistant shall be placed on Bachelor, Step 7; the Director of Radiography shall be placed on Master, Step 8; the Clinical Coordinator, Radiography shall be placed on Bachelor, Step 7; and the CSC Coordinator shall earn a salary of \$51,850. At the beginning of the 2018-2019 Salary Schedule, the CSC Coordinator shall be placed on Master, Step 1.

APPENDIX E
Annual Full-Time Faculty Contract
Mid Michigan Community College

IT IS HEREBY AGREED, Between the Mid Michigan Community College Board of Trustees, hereinafter referred to as the Board and [insert faculty name], who is qualified per the Master Agreement, hereinafter referred to as instructor, that:

The contract is subject to the provisions and conditions in the Faculty Senate Master Agreement and may be terminated during its term consistent with the Master Agreement.

The instructor agrees to teach and/or perform other services which might be necessary to ensure the instructor has an equivalent full-time teaching load unless the instructor chooses to accept a reduced load.

The term of this contract shall commence with the school year beginning August 20, 2017 and shall continue until August 19, 2018.

The Board agrees to pay the instructor for such services to be faithfully performed, the sum of \$_____ for the term of this contract. The sum indicated is based on the salary schedule, Appendix ____, Lane ____, and Step ____. It is understood and agreed that deductions may be made from such salary as provided by Act Number 136 of the Public Acts of 1945, relating to employee's retirement. The instructor shall also receive all relevant benefits pursuant to the Master Agreement.

The instructor will be teaching in the following academic area(s) for the 2017/18 school year:

IN WITNESS WHEREOF, the parties have executed this contract this _____ day of _____, 20__.

Instructor Signature

Board Chairperson Signature

Instructor Address

Instructor Telephone No.

Board Secretary Signature

APPENDIX F
Supplemental Teaching/Services Contract

Mid Michigan Community College
Harrison, Michigan 48625

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

SUPPLEMENTAL TEACHING/SERVICES CONTRACT

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

The instructor agrees to teach on a supplemental basis and/or perform other services as listed below.

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

COURSE INFO:

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

DESCRIPTION OF OTHER SERVICES:

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

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

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

<p style="text-align: center;"><u>Instructor</u></p> _____ (Name)		<p style="text-align: center;"><u>Mid Michigan Community College</u></p> _____ (President)	
_____	_____	_____	_____
(Date)	(Date)	(Date)	(Date)

METHOD OF PAYMENT:

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

APPENDIX G
Low Enrolled Section Teaching Contract

Mid Michigan Community College
Harrison, Michigan 48625

Account No. _____

Semester _____ 20____

LOW ENROLLED SECTION TEACHING CONTRACT

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

The instructor agrees to teach on a supplemental basis and/or perform other services as listed below.

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

COURSE INFO:

The course to be taught is entitled _____ Syn. # _____.
The number of equated hours is _____.

The Board agrees to pay the instructor for the above activity, to be faithfully performed, at the rate of _____ (current in-district rate) x _____ (weekly contract hours) x _____ (number of students-roster attached) with the sum of \$_____.

It is understood and agreed that deductions may be made from such salary as provided by appropriate laws. It is understood that payment will not begin until final census day (10 days after the official semester start date), for an accurate student count.

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

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

Instructor

(Name) _____ (Date)

Mid Michigan Community College

(Vice President) _____ (Date)

METHOD OF PAYMENT:

- _____ Seven equal, consecutive payments
- _____ One payment at conclusion of course or service
- _____ Equal payments over length of course or service
- _____ Added to remaining base pay and paid in equal amounts

APPENDIX H-1
Faculty Evaluation Criteria And Instruments

- A. 1. Purpose and Philosophy Statement: Mid Michigan Community College desires to provide high-quality instruction for its students. The purpose of this procedure is to work with faculty members for the improvement of instruction. The evaluation process is not intended to be punitive in nature. Rather it is designed to set goals for professional development and growth. Three basic components may be employed in achieving this goal: student, self and administrative evaluation.
2. Frequency of Evaluation:
- a. Newly employed instructors will be evaluated each semester until they are awarded full status.
 - b. Recently employed full-time instructors who had previously served as part-time instructors at MMCC may be evaluated by using the frequency guidelines for full-status instructors.
 - c. Full status faculty may be evaluated once during each academic year, but shall be evaluated once in three years.
- B. Outline of the Evaluation Process.
- 1. Initiation of Evaluation: Prior to October 1, of each year, each administrator responsible for initiating evaluation will notify each instructor who will be evaluated during that year. Timelines for the evaluation process will then be developed based on that notification.
 - 2. Classroom Visitations: Classroom visitations will be conducted at the discretion of the administrator charged with evaluation, but after the 3rd week of the semester and no later than the 13th week of the semester, unless otherwise agreed to between the evaluator and Faculty member. Classroom observations shall be required for all newly hired instructors. The number and frequency of these observations will be determined by the appropriate administrator.
 - a. The administrator shall notify the instructor at least 24 hours in advance of any intended classroom visitation.
 - 3. Student Course Feedback Form:
 - a. All faculty will have all of their course sections complete the "Student Course Feedback Form" each semester. All student feedback will be available for faculty to review 10 days after the grades for the course have been submitted. Instructors are encouraged to review the responses.
 - b. In online or hybrid courses, the Student Course Feedback will be administered digitally during the week prior to finals week.

- c. In on-ground courses, the Student Course Feedback can be administered digitally IF it can be administered during class time, in the classroom, within a twenty (20) minute time frame UNLESS this requirement is waived by the instructor. Otherwise, paper forms will be utilized and completed. Student Course Feedback forms will be collected and submitted to the evaluating administrator by a student. If a student is absent when the survey is administered, the student may complete the survey by the end of the semester by contacting the appropriate academic administrator.
 4. Professional Responsibilities and Faculty Effectiveness Portfolio (PRFEP):
 - a. A list of Professional Responsibilities consistent with Article V of the Master Agreement will be developed by the instructor and the administrator charged with evaluation. The professional responsibilities addressed shall reflect the special skills and competencies of the instructor and the specific and unique requirements of college programs. The professional responsibilities of each faculty member shall be developed in a fair and equitable manner with consideration for the primary role of the instructor. The examination of performance shall take the form of a Self-Evaluation Portfolio compiled by the instructor for review with the administrator. Evidence of faculty effectiveness and participation in College activities will be included in the portfolio.
 - b. Evaluator may include in PRFEP assessment information from course materials reviewed on the College's learning management system.
 5. After the instructor has met with the administrator to review the PRFEP, the instructor shall have two weeks to refine and complete the Portfolio for final approval by the administrator and becomes a part of the evaluation record.

Annual review of PRFEP will occur early in the fall Semester of each year. The evaluating administrator will call for PRFEPs by September 15th. Faculty will then submit a draft of their PRFEP to the evaluating administrator by October 1st. The evaluating administrator will then contact the faculty member by November 1st to schedule a meeting to review the PRFEP and share their comments. This meeting will occur prior to December 1st.

6. The evaluation review meeting will be scheduled during the designated semester to review the Student Course Feedback, Professional Responsibilities and Faculty Effectiveness Portfolio, and the Administrators Evaluation and Recommendations.
7. If as a result of instructor input, the administrator feels a portion of the Administrative Evaluation and Recommendations should be changed, those changes are to be made or identified at this meeting. A signed copy of the entire evaluation document will be presented to the instructor and placed in their personnel file.
8. If the instructor feels that a written response to the evaluation is in order, she/he can submit a written document for inclusion in their personnel file.

APPENDIX H - 2
PRFEP Annual Response Form

Faculty Name: _____
 Administrator Name: _____
 Subject Area: _____

Title: _____
 Title: _____
 Academic Year: _____

The PRFEP has three main purposes. First, it serves as a self-evaluation tool for the faculty member. Second, it provides documentation of past faculty effectiveness. Third, it provides documentation of the faculty member's awareness of and plans for engaging in future challenges to students, the courses, and program for which they are responsible, as well as to the college in general. The PRFEP should document the faculty member's plan for addressing these challenges.

1. Effective Teaching and Learning	
Faculty Self Evaluation	Administrator Response
2. Service to the College and/or Community	
Faculty Self Evaluation	Administrator Response
3. Professional Development	
Faculty Self Evaluation	Administrator Response

4. Curriculum & Classroom Management	
Faculty Self Evaluation	Administrator Response

Faculty Signature: _____

Date: _____

Administrator Signature: _____

Date: _____

* See Article V – Faculty Roles and Responsibilities, B. for more detailed information on PRFEP and the four (4) categories listed on the form.

APPENDIX H - 3
Faculty Full Evaluation Form

Faculty Name: _____
 Administrator Name: _____
 Subject Area: _____

Title: _____
 Title: _____
 Academic Year: _____

The PRFEP has three main purposes. First, it serves as a self-evaluation tool for the faculty member. Second, it provides documentation of past faculty effectiveness. Third, it provides documentation of the faculty member's awareness of and plans for engaging in future challenges to students, the courses, and program for which they are responsible, as well as to the college in general.

The PRFEP should document the faculty member's plan for addressing these challenges.

1. Effective Teaching and Learning

Faculty Self Evaluation	Administrator Response

2. Service to the College and/or Community

Faculty Self Evaluation	Administrator Response

3. Professional Development

Faculty Self Evaluation	Administrator Response

4. Curriculum and Classroom Management	
Faculty Self Evaluation	Administrator Response
Classroom Observation	
Student Evaluations	

Faculty Signature: _____

Date: _____

Administrator Signature: _____

Date: _____

* See Article V – Faculty Roles and Responsibilities, B. for more detailed information on PRFEP and the four (4) categories listed on the form.

APPENDIX H-4
Student Feedback Survey

Questions:

1. I like the way this class was structured
 - Strongly Agree
 - Agree
 - Disagree
 - Strongly Disagree
 - Not Applicable

2. The course materials (textbook, lecture notes, handouts, videos, and other resources) were useful in learning the course content
 - Strongly Agree
 - Agree
 - Disagree
 - Strongly Disagree
 - Not Applicable

3. I spent _____ hours per week studying and/or preparing for this class (not including class time)
 - 0-3
 - 4-8
 - 9-14
 - More than 14 hours per week

4. I missed class _____
 - Never
 - Once
 - Twice
 - Three times
 - Four times or more

5. My instructor helps me understand the course content
 - Strongly Agree
 - Agree
 - Disagree
 - Strongly Disagree
 - Not Applicable

6. My instructor gives timely feedback and returns assignments (tests, papers, quizzes, lab reports, etc.) in time for me to improve

- Strongly Agree
- Agree
- Disagree
- Strongly Disagree
- Not Applicable

7. Students in this class felt free to ask questions, participate in class, and express their ideas

- Strongly Agree
- Agree
- Disagree
- Strongly Disagree
- Not Applicable

8. My instructor promotes a good learning environment in class

- Strongly Agree
- Agree
- Disagree
- Strongly Disagree
- Not Applicable

9. I contacted my instructor outside of class time when I needed help

- Strongly Agree
- Agree
- Disagree
- Strongly Disagree
- Not Applicable

10. My instructor provides clear guidelines for student success

- Strongly Agree
- Agree
- Disagree
- Strongly Disagree
- Not Applicable

11. The class did not establish high expectations for student performance

- Strongly Agree
- Agree
- Disagree
- Strongly Disagree
- Not Applicable

12. The class activities (assignments, labs, projects, class discussions, etc.) helped me learn

- Strongly Agree
- Agree
- Disagree
- Strongly Disagree
- Not Applicable

13. I completed assignments on time

- Strongly Agree
- Agree
- Disagree
- Strongly Disagree
- Not Applicable

14. The classroom/lab physical environment facilitated learning

- Strongly Agree
- Agree
- Disagree
- Strongly Disagree
- Not Applicable

15. The evaluation methods (tests, papers, homework, observations, etc.) assessed what I learned

- Strongly Agree
- Agree
- Disagree
- Strongly Disagree
- Not Applicable

16. I believe I will receive a grade of _____ in this class

- A
- B
- C
- D
- E
- F

17. I learned new knowledge and skills in this class

- Strongly Agree
- Agree
- Disagree
- Strongly Disagree
- Not Applicable

18. I would recommend this course to other students

- Strongly Agree
- Agree
- Disagree
- Strongly Disagree
- Not Applicable

19. If you were teaching this class, what is one thing you would do to make it more engaging for all students?

20. Are there any additional comments you wish to make?

APPENDIX I
Classroom Observation Form

Directions: This form is intended primarily as a checklist, not a scaled rating form. Reviews should indicate the presence of teaching activities/behaviors already established as indicative of effective teaching. Use "NA" if an item is not relevant for practices. Criteria may be added with the approval of the Evaluating Administrator for that program/discipline.

- An observation should be a positive, supportive experience for our faculty. The purpose of the observation is to observe behavior and to discuss ways to improve learning for students.
- When used with full-time faculty, the observation summary could be one piece of documentation used in the Professional Responsibilities and Faculty Effectiveness Portfolio (PRFEP).
- The process will be expedited if observer familiarizes him/herself with the form ahead of time.
- Observations should be at least thirty minutes.
- The Evaluating Administrator may ask others to serve as observers; however, observers should be experienced full time faculty.
- The observer should be familiar with the descriptors and use specific observation notes, avoiding vague terms like "good job" or "nice."
- Observer is not required to complete narrative section following each category of teaching practices. This section can be used when needed to help illustrate a concern, an exceptional teaching behavior, or general trends noticed during the observation.
- A copy of the Classroom Observation Form will be given to both the observer and the instructor.
- A review with instructor should be conducted within a timeframe agreed upon prior to the commencement of the observation.

Instructor _____ Date _____

Course Prefix and Number _____ Week # _____

of Students Enrolled _____ Course Title _____

of Students Attending _____ Observer _____

Online Syllabus Posted _____

<u>Check if Observed</u>	<u>Variety and Pacing of Instruction</u>
	Uses a variety of instructional methods
	Allows adequate wait time when asking questions
	Responds to wrong answers constructively
	Attempts to draw non-participating students into activities/discussion
	Prevents specific students from dominating activities/discussion
	Asks probing questions when student answers are incomplete
	Guides the direction of the discussion
	Refrains from answering own questions
	Mediates conflict or differences of opinions
	Uses active learning strategies (group work, paired discussions, polling) when appropriate
	Provides explicit directions for active learning tasks (e.g. rationale, duration, product)
	Allows appropriate time to complete in-class assignments
	Specifies how learning tasks will be evaluated (if appropriate)
	Provides opportunities for students to practice what they have learned

Examples of instructor actions or behaviors that demonstrate above.

--

<u>Check if Observed</u>	<u>Organization</u>
	<u>Begins and ends class on time</u>
	<u>Relates this class to previous class(es), or provides students with opportunity to do so</u>
	<u>Provides and/or follows an outline or organization for the class session</u>
	<u>Has all necessary materials and equipment readily available</u>
	<u>Uses effective transitions between class topics</u>
	<u>Conveys the purpose of each class activity or assignment</u>
	<u>Summarizes periodically throughout and at end of class or prompts students to do so</u>
	<u>Takes attendance</u>

Examples of instructor actions or behaviors that demonstrate above.

--

--

<u>Check if Observed</u>	<u>Presentation Skills</u>
	<u>Communicates audibly and clearly</u>
	<u>Establishes and maintains eye contact with students</u>
	<u>Varies pace and tone to keep students alert</u>
	<u>Uses a presentation style that facilitates note-taking</u>
	<u>Uses positive and appropriate humor</u>
	<u>Incorporates various instructional supports (film, diagrams) when appropriate</u>
	<u>Responds to changes in student attentiveness</u>
	<u>Handouts are easy to follow</u>

Examples of instructor actions or behaviors that demonstrate above.

--

<u>Check if Observed</u>	<u>Clarity</u>
	<u>Notes and explains new terms or concepts</u>
	<u>Elaborates or repeats complex information</u>
	<u>Uses examples to explain content</u>
	<u>Makes explicit statements drawing student attention to key ideas</u>
	<u>Pauses during explanations to ask and answer questions</u>
	<u>Relates new ideas to familiar concepts</u>

Examples of instructor actions or behaviors that demonstrate above.

--

<u>Check if Observed</u>	<u>Content Knowledge</u>
	<u>Cites authorities to support statements when appropriate</u>
	<u>Makes distinctions between fact and opinions</u>
	<u>Communicates the reasoning process behind operations and/or concepts</u>

Examples of instructor actions or behaviors that demonstrate above.

--

<u>Check if Observed</u>	<u>Instructor-Student Interaction</u>
	<u>Attends respectfully to student comprehension or puzzlement</u>
	<u>Asks questions of students that challenge them to think more deeply</u>
	<u>Invites student participation and comments</u>
	<u>Incorporates student responses when appropriate</u>
	<u>Encourages students to respond to their peers throughout the discussion</u>
	<u>Treats students with respect and uses names</u>
	<u>Uses positive reinforcement to encourage student participation and intellectual risk-taking</u>
	<u>Encourages students to interact civilly/respectfully with each other</u>
	<u>Addresses potentially disruptive behaviors before they impact learning environment</u>
	<u>Shows enthusiasm for teaching, learning, that inspires and motivates students</u>

Examples of instructor actions or behaviors that demonstrate above.

--

<u>Check if Observed</u>	<u>Use of Technology</u>
	<u>Effectively incorporates a variety of instructional technologies to enhance student learning (PPT, websites, YouTube, blogs, etc.)</u>
	<u>Uses Moodle to provide supplemental materials</u>

Examples of instructor actions or behaviors that demonstrate above.

--

<u>Check if Observed</u>	<u>Discipline/Program Specific Teaching Behaviors</u>
	<u>Example: Uses contextualized learning to help make content relevant for students</u>

--	--

Examples of instructor actions or behaviors that demonstrate above.

--

What went well in this class?

--

What suggestions for improvement do you have?

--

Follow Up:

--

**This form is adapted from the classroom observation form developed by Central Piedmont Community College*

APPENDIX J

**Letter Of Agreement For Counselors, Counseling Evaluation Form, And Student Survey
Form**

LETTER OF AGREEMENT

Between

MID MICHIGAN COMMUNITY COLLEGE (MMCC)

And

The MID MICHIGAN FACULTY SENATE, MEA/NEA (MMFS)

The parties (MMCC and MMFS) enter into the agreement as follows:

1. Effective July 1, 2018 the counselor position held by Linda Jensen will be removed from the MMFS Agreement. Upon Ms. Jensen's retirement from the College, her counselor position shall be eliminated from the Bargaining Unit. All other counseling positions are eliminated from the Bargaining Unit upon ratification of this agreement.

MMCC Academic Administration has a three (3) year period from the effective date of July 1, 2018 to fill a new full-time faculty position within the MMFS. The required fill date is June 30, 2021.

Effective August 7, 2016 the counselor position previously held by Carol Santini will be removed from the MMFS Agreement with the budget line reallocated for a full-time faculty position within the MMFS.

MMCC Academic Administration has a three (3) year period from the effective date of Carol Santini's retirement August 7, 2016 to fill a new full-time faculty position within the MMFS. The required fill date is August 6, 2019.

2. The Board hereby recognizes the Faculty Senate (FS) as the sole and exclusive negotiating representative for Linda Jensen – Counselor until her retirement effective June 30, 2018. During this time Ms. Jensen would be subject to all conditions of employment as outlined in the Faculty Senate Master Agreement.

Ms. Jensen - Counselor shall provide student assessment, academic advising and related counseling services to best meet the needs of the student, and participate in student orientation. In addition, counselors will engage in the gathering, analysis, interpretation and presentation of relevant data. Counselors will also participate in enrollment and registration activities.

Ms. Jensen - Counselor is required to provide 1400 hours of service during the academic year and will submit an annual work schedule, which must be approved by her administrative supervisor. This schedule can utilize weeks of less than five

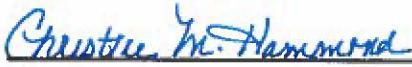
(5) days and days of less than seven (7) hours. Release for classroom teaching considered a part of her basic load will be at a ratio of three (3) hours release time for each hour of classroom time. Classroom assignments can be considered as a part of the basic load or as a supplemental assignment at the discretion of the counselor.

A. Additional Assignment:

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

- 1) The counselor will be provided reasonable notice of such an assignment.
- 2) The time will be scheduled using consecutive work days not to exceed the 1.5 week limit.
- 3) Counselor will be scheduled in a fashion that allows one three (3) week period free of any assigned responsibilities during their scheduled year. An individual counselor can waive this provision by writing a memo to the appropriate administrator so stating her desire to do so.
- 4) The rate of pay will be \$54.42 per hour for the academic year 2017-2018.
- 5) The Board shall provide counselor with an office and a space suitable for holding confidential consultations and avoiding undesired interruptions.
- 6) Ms. Jensen – Counselor will be evaluated annually at the end of the academic year utilizing the Counseling Evaluation Form.

In witness whereof, the parties sign this agreement:


Christine M. Hammond, Ph.D. MMCC President

10-30-2017
Date


Robert Elmore, FS President

10-23-2017
Date

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

Distinguished: Performance which consistently exceeds that which is expected of experienced and qualified individuals in this position. Performance is exceptional.

Commendable: Performance exceeds that expected of experienced and qualified individuals in this position. Performance is superior.

Competent: Performance expected of experienced and qualified individuals in this position. **COMPETENT IS THE TERM APPLIED TO THE BASIC JOB STANDARD-SOLID PERFORMANCE THAT MEETS THE REQUIREMENT OF THE POSITION.**

Adequate: Performance similar to that expected of experienced and qualified individuals in the position with some significant developmental expectations. (Time schedules missed, expected results not achieved, etc.)

Marginal: Overall performance is significantly poorer than expected of experienced or qualified individuals in this position. This performance is unacceptable for an experienced and qualified individual. However, performance at this level is acceptable for a new employee who is learning the job.

Not Observed: NA

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

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

1. **INITIATIVE:** the ability to take the first step and

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

with the other members of the College community. _____

12. PROFESSIONAL GROWTH: the degree of concern and interest in improving the area of responsibility and in maintaining current knowledge of the area. _____

13. ABILITY TO COPE WITH UNANTICIPATED EVENTS: _____

14. JOB RESPONSIBILITIES: Overall rating of this counselor in the execution of his /her offices defined responsibilities. _____

15. OTHER ASSIGNMENTS: Overall rating of this counselor in the execution of assignments other than those defined for his/her office. _____

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

I. Description of overall job performance during the past year. Include significant accomplishments:

II. Areas of greatest strength:

III. Significant difficulty and/or problems encountered. Suggested action plan to overcome difficulty or problems:

IV. List of last year's community and professional goals that have been met:

V. Upcoming year's community and professional goals:

VI. Additional comments:

Evaluator's Name _____

Signature _____ Date _____

Employee's Name _____

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

Employee's Signature _____

STUDENT SURVEY

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

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

5 4 3 2 1 0

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

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

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

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

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

Financial Aid ___

Career Resource Materials ___

Individual Learning Center ___

Career Testing ___

Tutoring ___

Career Planning Class ___

Admissions ___

Life Skills ___

Enrollment Services ___

Community Resources ___

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

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

STUDENT INFORMATION

Age: _____ (Optional) Sex: ___F ___M

Program of Study: _____

New Student: _____ Returning Student: _____

Other comments about Service:

APPENDIX K
Support For Innovation In Education

The Board of Trustees and the Faculty Senate recognize that continual innovation is vital to creating and maintaining curricular offerings appropriate to an institution that provides leadership in higher education. Knowledge and skills are developed through a variety of methods. Educational learning opportunities can be facilitated and delivered in a variety of methods. Research in cognitive development and technological innovation are likely to extend and expand these methods in coming years. Pursuant to Article V, faculty members work to stay current in their fields of study and adopt the instructional methodologies that are most likely to contribute to student success. Therefore, the Board of Trustees and Faculty Senate encourage endeavors in creating and developing curriculum with innovative content, pedagogy, and delivery methods. To support innovation in faculty work, the College will create and maintain for the life of this agreement an Innovation Fund of not less than \$40,000 annually. Allocations from the fund are intended to recognize instructional effort for activities such as (but not limited to):

- The development of a new course
- The adoption of significantly new delivery methods
- The development of experiential learning opportunities such as study abroad or service learning
- The development of Open Educational Resources (OER)
- The development of substantial video presentations or podcasts
- The innovative enhancement of courses in content, pedagogy, methodology, curriculum or design.

Developing of a new course is defined as work required to offer for the first time a new course adopted by the Curriculum Committee but not included in the latest college catalog. As noted above, new course development shall be recognized as an innovative activity.

A. Administration of the Innovative Fund

The Innovation Fund shall be administered jointly by a subcommittee of equal representation of administrators and faculty members from the Council of Chairs and Deans and the Faculty Senate. The Vice President of Academic Services or his/her designee shall chair the subcommittee. Faculty desiring support from this fund shall submit a proposal to the Council of Chairs and Deans prior to beginning their work on the project. The proposal shall outline the work to be completed, explain in detail its innovative features, explain the expected impact on student learning, and describe the manner and timeline for assessing its effectiveness.

The Council of Chairs and Deans will develop the subcommittee, requesting the Faculty Senate President appoint the necessary number of faculty to the subcommittee. Should the subcommittee reach a deadlock on any proposal, the Vice President of Academic Services or his/her designee will cast the determining vote. Upon completion of the project, the subcommittee will review the finished work, determine acceptance, and approve

compensation. In the event that a project is deemed incomplete, the subcommittee will provide reasonable feedback on the revisions necessary such that the project can be completed.

B. Definitions of Current Delivery Methods

- An “On-ground Course” is a course in which all of the scheduled course contact hours are experienced in a classroom or lab setting. Any amount of online content can be used in an on-ground course provided that face-to-face contact hours are not consistently replaced with online contact hours.
- An “ITV” course is a course that meets exclusively in an MMCC ITV room. An ITV course is considered an On-ground Course if all the scheduled contact hours are experienced in the ITV rooms.
- A Distance Education Course is defined as a course that is an On-line Course, a Hybrid Course, or a Synchronous On-line Course. In such courses, at least 75 percent of the instruction and interaction occurs via electronic communication, correspondence or equivalent mechanisms with the faculty and students physically separated from each other.
- An “Online Course” is a course in which all of the scheduled course contact hours take place in an online environment. Scheduled contact hours do not refer to proctored exams or course orientation meetings. The course may require some synchronous instruction.
- “Hybrid Course” is defined as a course in which some of the scheduled course contact hours take place in an online environment and some of the scheduled course contact hours take place in an on-ground environment. Examples may include, but are not limited to the following: e.g., a 3 credit course meets 1.5 hours in a physical classroom and the remaining 1.5 contact hours are online; a science course has content delivered online, but students meet in a physical laboratory for lab credits.
- A “Synchronous Online Course” is an online course that meets online at a scheduled time. The meeting times for a Synchronous Online Course are published in course listings in a similar fashion as with On-ground Courses.

C. Ownership/Credentialing Requirements

1. The College respects the intellectual property rights of faculty members as outlined in Article VI of this agreement.
2. If the College engages in the development of a new course, or the approved innovative enhancement of an existing course, full-time faculty in the appropriate content area will be given preference. This preference is lost if an acceptable work product is not produced by the faculty member by the end of the subsequent semester from the date the

subcommittee preapproves the application. If an online course, faculty must meet credentialing requirements for teaching online courses or have the approval of the appropriate Instructional Administrator. The College shall consult with full time faculty in the relevant content area for any proposed changes to course delivery methods. If the relevant full time faculty member declines this work, the College may solicit the work from others.

D. Quality Assurance of Delivery Methods.

The Higher Learning Commission expects institutions of higher learning to maintain the same quality of instruction regardless of the delivery method used. MMCC's Curriculum and Academic Standards Committee is one mechanism by which the college reviews, approves, and regularly monitors the quality of its for-credit curricular offerings. This will include all current and future distance education delivery methods.

To facilitate the quality assurance process, the Curriculum and Academic Standards Committee will establish an ad hoc subcommittee to review all courses developed prior to the initial scheduling of the course in that delivery format. Subsequent monitoring will occur via the established program review process of the committee. Additionally, all courses will follow the process for gathering student feedback and routine faculty evaluation as specified in Appendices H and I.

E. Assignment of New Courses

A full-time faculty member who develops a new course, or develops an approved innovation to an existing course shall have the first right of refusal for teaching that course. Should routine evaluation indicate performance concerns, the responsible instructional administrator shall address the concerns with the faculty member and may deny the assignment to teach that course and require additional professional development to address the concern. When two or more faculty members served as co-developers, they will alternate or mutually agree upon another arrangement for the right of first refusal.

Faculty can exercise this right of first refusal for three (3) consecutive academic years. These three years shall start upon ratification, or the time of the first offering, whichever is later.

F. Qualifications and credentialing for teaching Online offerings

Faculty members must meet the qualifications specified in Article VI of this agreement for all courses they teach. Additional requirements for teaching distance education courses will be as follows:

- Faculty members shall acquire three (3) hours of training (or equivalent) on the current Learning Management System.
- Faculty members who teach an online course must successfully complete the Online Certification course offered by CMU, the Quality Matters certification course, the

certification course offered by Michigan Colleges Online, or an equivalent course related to online course delivery.

- Faculty members who teach online courses shall acquire one (1) hour of training/workshops/professional development related to an online topic annually.

G. Compensation

The Committee will assign consideration for qualifying work, up to a maximum of \$40,000 per fiscal year, utilizing the following guidelines, unless mutually agreed otherwise:

- Innovation in a new Course Development Package.
Package Release Time or the current Overload Rate per contact hour of the course, proportional to the amount of new course development. This stipend may also be adjusted upward by the committee based on the level of innovation.
- For work concerning the development of experimental learning opportunities such as study abroad, service learning, the development of OER, or the development of substantial video presentations or podcasts;

A stipend of \$500-\$2500 will be determined by the Innovation Fund Committee. This stipend may be adjusted upward based on the level of innovation.

- For the innovative enhancement of a course in content, pedagogy, methodology, curriculum, or design: Release Time or the Current Overload Rate per contact hour of the course, proportional to the amount of the course innovatively enhanced. This stipend may be adjusted upward by the committee based on the level of innovation.

Awarded release time shall reduce the annual Innovation Fund balance by the corresponding overload rate.

APPENDIX L
Innovation Fund Application Form

Per Appendix K of the Master Agreement (2017-2022), faculty desiring financial support for an innovative project shall complete this form and submit it to the Council of Chairs and Deans. The proposal shall outline the work to be completed, explain in detail its innovative features, explain the expected impact on student learning, and describe the manner and timeline for assessing its effectiveness.

Applicant _____

Date _____

From the following, please select the category that best describes your proposal (mark all that apply):

- The development of a new course (see note below for further explanation)
 - The adoption of significantly new delivering methods
 - The development of experiential learning opportunities such as study abroad or service learning
 - The development of Open Educational Resources (OER)
 - The development of substantial video presentations or podcasts
 - The innovative enhancement of courses in content, pedagogy, methodology, curriculum, or Design
 - Other (describe)
-

Note: Development of a new course is defined as work required to offer for the first time a new course adopted by the Curriculum Committee but not included in the latest college catalog.

Per Appendix K, what compensation do you wish to receive:

Complete the following (may be attached)

Purpose and Outline of the Proposed Innovation:

Detailed Innovative Features of the Proposed Work:

Expected Impact on Student Learning:

Planned Assessment of the Projects Effectiveness:

Timeline for Completion and Assessment of the Project:

Application received by _____ Date _____
Project approved (circle one): yes no Date _____
Compensation to be awarded upon completion and acceptance: _____
Deadline for completion: _____

APPENDIX M
LETTER OF AGREEMENT
Between

MID MICHIGAN COMMUNITY COLLEGE FACULTY SENATE,
and
MID MICHIGAN COMMUNITY COLLEGE BOARD OF TRUSTEES

RE: PILOT: MATH COURSE OPTIMAL ENROLLMENT

1. This Letter of Agreement is entered into between the Mid Michigan Community College Board of Trustees (the "College") and the Mid Michigan Community College Faculty Senate, MEA/NEA (the "Faculty Senate").
2. The College and Faculty Senate agree to pilot for three academic years, a study concerning the optimal class sizes for MTH 101, 102, 104, and 105 at incremental caps on class sizes in equal sections (e.g., 25...30...40), ending following the completion of the 2019 – 2020 academic year. Upon completion, the parties shall utilize the results to implement appropriate class sizes.
3. Nothing in this Letter of Agreement shall constitute a precedent, practice or established working condition for future or other circumstances involving the application or interpretation of the current Agreement between the College and the Faculty Senate any successor collective bargaining agreement between them.
4. This Letter of Agreement expires on June 30, 2020.

In witness whereof, the parties sign this agreement:

Christine M. Hammond
Christine M. Hammond, Ph.D. MMCC President

10.30.2017
Date

[Signature]
Robert Elmore, FS President

10-23-2017
Date

APPENDIX N

LETTER OF AGREEMENT

Between

MID MICHIGAN COMMUNITY COLLEGE FACULTY SENATE, INC.,

and


MID MICHIGAN COMMUNITY COLLEGE BOARD OF TRUSTEES

1. This Letter of Agreement is entered into between the Mid Michigan Community College Board of Trustees (the "College") and the Mid Michigan Community College Faculty Senate, MEA/NEA (the "Faculty Senate").
2. The College and Faculty Senate agreed, as part of the ratified negotiations for the 2017 – 2022 Master Agreement, to place the following positions in the bargaining unit: Director, Physical Therapy Assistant; Coordinator, Physical Therapy Assistant; Director, Radiography; Coordinator, Radiography; and, CSC Coordinator. Concerning the qualifications for overload, the parties agree that during the 2017 – 2018 academic year, overload payments shall be earned if more than the following contract threshold hours per year are taught for each position:
 - Director, Physical Therapy Assistant, 20 Hours/Year,
 - Coordinator, Physical Therapy Assistant, 20 Hours/Year,
 - Director, Radiography, 20 Hours/Year,
 - Coordinator, Radiography, 20 Hours/Year, and
 - CSC Coordinator, ADS guidelines at 52 weeks less paid leave

Further, for the 2017-18 academic year, these positions shall remain as twelve (12) month positions.

3. Beginning within one month after ratification by both parties, the Faculty Senate President (or his designee) and the VP of Accreditation, Quality Assurance, and Institutional Research (or his designee), shall initiate an assessment concerning the appropriate overload thresholds and whether the positions shall be shortened to ten (10) month positions (with commensurate compensation and benefits). The Parties shall mutually agree to keep or adjust the thresholds and working conditions by June 30, 2018. If mutual agreement is not reached, the 2017-18 conditions for these positions will be maintained.
4. Nothing in this Letter of Agreement shall constitute a precedent, practice or established working condition for future or other circumstances involving the application or interpretation of the current Agreement between the College and the Faculty Senate or any successor collective bargaining agreement between them.
5. This Letter of Agreement expires on July 1, 2018.

In witness whereof, the parties sign this Agreement:


Christine M. Hammond, Ph.D. MMCC President

10-30-2017
Date


Robert Elmore, FS President

10-23-2017
Date