



MASTER AGREEMENT

**BETWEEN
THE**

**MUSKEGON COMMUNITY COLLEGE
FACULTY ASSOCIATION**

AND THE

BOARD OF TRUSTEES

**ACADEMIC YEARS 2015-2016
2016-2017
2017-2018**

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
	GUIDING PRINCIPLES	1
I.	AGREEMENT	3
II.	RECOGNITION	4
III.	ASSOCIATION AND FACULTY MEMBER RIGHTS	5
	3.1 Right to Join the Association	5
	3.2 Notification of Non-Membership	5
	3.3 Existing Legal Faculty Rights	5
	3.4 Use of Buildings	5
	3.5 Transaction of Association Business	5
	3.6 Use of College Equipment	5
	3.7 Use of College Mail Service and Bulletin Boards	5
	3.8 Requests for Information	5
	3.9 Participation in Revision of Educational Policy	6
	3.10 Individual's Private Life	6
	3.11 Non-Discrimination	6
	3.12 Entitlement to Association Council	6
IV.	CONTRACTS	7
	4.1 Dates of Issue and Return	7
	(a) Issuance of Contracts	7
	(b) Signed and Returned Contracts	7
	(c) Letter of Intent to Issue Contract	7
	4.2 Probationary Contract	7
	4.3 One Year Contracts	7
	(a) Definition	7
	(b) One Year Contract on a Vacant Position	7
	(c) Multiple Night Faculty Position	7
	4.4 Continuing Contract	7
	4.5 Termination Procedures	8
	(a) Probationary Contracts	8
	(b) Continuing Contracts	9
	(c) Hired After Fall Semester	9
	4.6 Non-Contractual Basis	9
	4.7 Reduction of Staff	9
	4.8 Copy of Contracts	13

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
V.	TEACHING LOADS AND ASSIGNMENTS	14
5.1	Professional Responsibility	14
5.2	Average Obligation	14
5.3	Professional Duties	14
5.4	Annual Load	14
	(a) Load by Discipline	14
	(b) Counselors, Librarians, Hourly Assignments	15
	(c) Lab Preparation Hour	16
	(d) Nursing – Lab Prep	16
	(e) Lab Hour	16
	(f) One Credit Prep	16
	(g) 5 Course Preparations	16
	(h) New Faculty	16
	(i) Nursing – Shift Times	16
	(j) Respiratory Therapy	17
	(k) Music	17
	(l) Co-Op Coordinators	17
	(m) Theater	17
	(n) Art	18
	(o) Fulfillment of Annual Load	18
	(p) Extra Class Rejection	18
	(q) Annual Load Not Fulfilled	18
	(r) Request for Reduction in Annual Load	18
5.5	Overload	18
	(a) Procedure	18
	(b) Overload not Met	19
5.6	Summer Session	19
5.7	General Provisions	19
	(a) Night Class Assignment/Time Span	19
	(b) Weekend Classes	19
	(c) Innovation	19
	(d) Student Load	19
	(e) Course Preparation	20
	(f) Extended Assignments	20
	(g) Preparation of Class Schedules	20
	(h) Independent Study Courses	20
	(i) Compensation for Independent Study Courses	20
	(j) Compensation for Development of New Courses	20

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
VI. VACANCIES, PROMOTIONS AND CHANGES OF ASSIGNMENT	21
6.1 Faculty Member Request for Change	21
6.2 Notice of Vacancies	21
6.3 Involuntary Change of Assignment	21
6.4 Assignment of Supervisory or Administrative Position	21
6.5 Transfer between Division/Department	21
6.6 Vacant Position	21
6.7 Appointment to Vacant Position	22
VII. SELECTION AND APPOINTMENT OF FACULTY MEMBERS	23
7.1 Academic Field	23
7.2 Allied Health Fields	23
7.3 Nursing	23
7.4 Other Areas	23
7.5 Consultation of Faculty Members	23
7.6 Summary Statement of Provisions	23
7.7 Administrator Teaching	23
7.8 Degrees	24
7.9 Review of Articles	24
VIII. LEAVES	25
8.1 Illness or Disability	25
(a) (1) Accumulation of Days	25
(2) Proration of Days	25
(3) Absence for Care of Family Members	25
(4) Deduction of Sick Leave	25
(5) Retirement Benefits	25
(6) Sickness and Disability Insurance Policy	26
(b) Leave of Absence beyond Sick Leave	26
(c) Injury during Employment	27
(d) Reporting Disability	27
(e) No Deduction for Vacation or Holidays	27
(f) Physician's Certificate	27
8.2 Bereavement	27
(a) Immediate Family	27
(b) Close Relatives	27
(c) Extended Relatives	27

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
8.2	Bereavement (cont.)	
	(d) Used As Personal Leave Then Sick Leave	28
	(e) No Deduction for Vacation or Holidays	28
8.3	Personal Leave	28
8.4	Legal Leave	28
8.5	Unpaid Leave of Absence	28
	(a) Advanced Study	28
	(b) Exchange Teaching Programs	28
	(c) Military Leave	28
	(d) Professional Leave	29
	(e) Political Leave	29
	(f) Industrial Leave	29
	(g) Pregnancy Leave	29
	(h) Adoption Leave	30
	(i) Accrued Sick Leave	30
	(j) Credit toward Sabbatical Leave	30
	(k) Extension of Leave	30
	(l) Notification of Return or Extension	30
8.6	Sabbatical Leave	30
	(a) Eligibility	30
	(b) Compensation	30
	(c) Conditions	30
	(d) Formal Review of Sabbatical Appointments	32
8.7	Professional Leave	32
	(a) Representative of College	32
	(b) Participation in Area, Regional or National Meetings	32
	(c) Attendance of Approved Conferences	32
8.8	Family and Medical Leave	32
	(a) Definition	32
	(b) Intermittent Leave	33
	(c) Leaves Concurrent with FMLA	33
	(d) Seniority	33
IX.	RETIREMENT	34
9.1	Distinguished Faculty Appointment	34
9.2	Notification of Intent to Retire	34
9.3	Retirement Pay	34

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
X.	EVALUATION OF FACULTY MEMBERS	35
10.1	Probationary and One-Year Faculty	35
10.2	Continuing Contract Faculty	35
10.3	Evaluation Team	35
10.4	Evacuation Criteria	35
10.5	Student Opinion Surveys	36
10.6	Evaluation Process	36
10.7	Classroom Visitation	37
10.8	Monitoring and Observation	37
10.9	Evaluation Submitted to Faculty Members	37
10.10	Representation at Evaluation	37
10.11	Unjustified Discipline or Reprimand	38
10.12	Complaints Considered in Evaluation	38
10.13	Review of Personnel File	38
10.14	No Visitation or Evaluation Conference First or Last Two Weeks of Semester	38
10.15	Attendance of Outside Activities Not Evaluated	38
10.16	Complaints by Parents, Student, or Others	38
XI.	DIFFERENCES AND GRIEVANCE PROCEDURES	39
11.1	Informal Procedure	39
(a)	Purpose	39
(b)	Informal Discussion	39
11.2	Definition of a Grievance and Representation	39
(a)	Definition	39
(b)	Representation	39
11.3	Grievance Procedure	39
(a)	Informal Discussion	39
(b)	Time Limits	40
11.4	Arbitration	41
(a)	Arbitrator's Authority	41
(b)	Decision	41
(c)	Agreement of Mediator	41
(d)	Cost of Mediator	41
(e)	Board's Decision	41

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
11.5	Miscellaneous	41
	(a) No Reprisals	41
	(b) Time Limits	42
	(c) Filing of Documents	42
	(d) Furnishing Information	42
	(e) Withdrawal	42
	(f) Right of Grievance Committee	42
XII.	NEGOTIATIONS PROCEDURES	43
	12.1 Reopening Date	43
	12.2 Selection of Negotiating Units	43
	12.3 Mediation	43
	12.4 Negotiating a New Contract	43
XIII.	ACADEMIC FREEDOM	44
	13.1 Definition	44
XIV.	RIGHTS OF THE BOARD	45
	14.1 Responsibility and Authority of the Board	45
XV.	DUES AND SERVICE FEE CHECKOFF	46
	15.1 Service Fee	46
	15.2 Checkoff of Dues	46
	15.3 Check off Procedure	46
	15.4 Discontinue Payment of Dues	46
	15.5 Indemnify and Hold Employer Harmless	46
XVI.	PROFESSIONAL COMPENSATION	47
	16.1 Basic Salary	47
	16.2 Academic Year/Additional Weeks	47
	16.3 Experience Credit	47
	16.4 Placement on Salary Schedule	47
	16.5 Placement for Master Mechanics License and Welding Inspector	47

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
XVI. PROFESSIONAL COMPENSATION (continued)	
16.6 Placement for Additional Education	47
(a) New Salary Level	47
(b) Definition of Formal Education	48
16.7 Inequity in Placement	48
16.8 Hospitalization Coverage	48
(a) Premium	48
(b) Employee May Elect to Receive or Reject	48
(c) No Substitution	48
(d) Insurance during Paid Sick Leave	48
(e) Faculty Member Laid Off	48
(f) Termination/Resignation	48
16.9 Life Insurance	49
16.10 Dental Insurance	49
(a) Plan	49
(b) Carrier	49
16.11 Vision Care	49
(a) Plan	49
(b) Carrier	49
16.12 Athletic Supplements	49
16.13 Substitution Pay	49
16.14 Pay Option	49
16.15 Banking Hours	50
(a) Banking	50
(b) Banking from One Contract Year to Next	50
(c) Banked Hours to Meet Base Load	50
(d) Payment of Banked Hours	50
(e) Use of Banked Hours	50
(f) Conflict or Direct Competition	50
(g) Banked Hours Used in the Semester Prior to Retirement	50
16.16 Longevity	51
(a) Schedule	51
(b) Lump Sum	51
16.17 Annual Tuition Pool	51
16.18 Wellness Program	51
(a) Definition	51
(b) Health Facility	52
16.19 Effect of National Health Care Program	52
16.20 Section 125 Plan	52
16.21 College Course	52

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
XVII. DEPARTMENT CHAIRPERSONS	53
17.1 Definition	53
17.2 Election	53
(a) Terms	53
(b) Death/Resignation	53
(c) Evaluation	53
(d) Removal from Office	53
17.3 Duties	54
17.4 Remuneration	54
(a) Nine or Fewer Members	54
(b) Ten or More Members	54
17.5 Overload Privileges	54
17.6 Banked Release Time	54
17.7 Determination of Department Members	54
XVIII. PROGRAM COORDINATOR	55
18.1 Definition	55
18.2 Election	55
(a) Terms	55
(b) Death/Resignation	55
(c) Evaluation	55
(d) Removal from Office	55
18.3 Duties	55
18.4 Remuneration	56
18.5 Overload Privileges	56
18.6 Banked Released Time	56
XIX. DISTANCE LEARNING	57
19.1 Definitions	57
(a) Distance Learning Course	57
(b) Online Course	57
(c) Hybrid Course	57
(d) Remote Broadcast Course	57
(e) Materials	57
(f) Intellectual Property Rights	57

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
19.2	Material Ownership	57
	(a) Faculty Member Copyright	57
	(b) College Copyright	57
	(c) Agreement for Copyright	57
19.3	Training	58
19.4	Compensation	58
	(a) Converting an Existing On-Campus course	58
	(b) Converting an Existing Online/Hybrid Course to Electronic Format	58
	(c) Load/Overload	58
19.5	Enrollment	58
19.6	Course Assignment and Right of First Refusal	58
19.7	Office Hours	58
19.8	Evaluation of Courses	58
	(a) Online and Hybrid Classes	58
	(b) Materials	59
	(c) Evaluations	59
19.9	Technology Stipend	59
XX.	PROFESSIONAL IMPROVEMENT	60
	20.1 Continuing Training	60
	20.2 Arrangement of Courses, Workshops, Conferences, Programs	60
	20.3 Schedule Arrangements	60
	20.4 Administration Request of Revised Teaching Duties	60
XXI.	COLLEGE CALENDAR, COLLEGE WEEK, COLLEGE DAY	61
	21.1 College Calendar	61
	21.2 College Week	61
	(a) Work Week	61
	(b) Faculty On Campus	61
	(c) Scheduled Meetings	61
	21.3 College Day	61
	(a) Included in College Day	61
	(b) Minimum Teaching Load	61
	(c) Lunch	61

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
XXII. MISCELLANEOUS PROVISIONS	62
22.1 Agreement Supersedes	62
22.2 Contrary to Law	62
22.3 Copies of Agreement	62
22.4 Definition of Full Time	62
22.5 Language	62
22.6 Conflict of Interest Clause	62
XXIII. DURATION OF AGREEMENT	63
23.1 Effective Dates	63
APPENDICES	
A. Professional Grievance Report	64
B. Calendars	65
C. Contracts	68
D. Salary Schedule, Overload	72
E. Payroll Schedule	74
F. Statement of Professional Ethics	75
G. Letter of Understanding – Departments and Programs	77
TUITION POOL APPLICATION	78

AGREEMENT

BETWEEN

BOARD OF TRUSTEES OF MUSKEGON COMMUNITY COLLEGE
OF THE STATE OF MICHIGAN

AND

MUSKEGON COMMUNITY COLLEGE FACULTY ASSOCIATION, A
DISTRICT OF THE MICHIGAN EDUCATION ASSOCIATION FOR
HIGHER EDUCATION AT MUSKEGON COMMUNITY COLLEGE

THIS AGREEMENT entered into this 15th day of July, 2015 and effective September 1, 2015, between the BOARD OF TRUSTEES OF MUSKEGON COMMUNITY COLLEGE, hereinafter called “the Board”, and the MUSKEGON COMMUNITY COLLEGE FACULTY ASSOCIATION, a DISTRICT OF THE MICHIGAN EDUCATION ASSOCIATION FOR HIGHER EDUCATION, hereinafter called “the Association”.

WITNESSETH:

GUIDING PRINCIPLES

The Muskegon Community College Faculty Association and the Muskegon Community College Administration subscribe to the following principles in order to promote a working relationship which improves morale, reduces stress, provides for more effectiveness and efficiency, and produces quality education and service to students. The Faculty Association and College Administration:

1. Subscribe to the five principles listed in the *Statement on Professional Ethics* as published by the American Association of University Professors (Appendix F).
2. Support the principle of quality education and service relative to curriculum, class schedule, governance, professional development, and student support.
3. Support the principle of cooperative effort in improved productivity and efficiency strategies.
4. Support the principle of a cooperative work environment whereby academic departments jointly review academic matters.

5. Agree to work together to solve problems and to support the College's response to the changing educational needs of our students and community through an ongoing dialogue.
6. Agree that the desired future of the College is based on cooperatively creating an environment conducive to the successful education of students.
7. Accept the work at Muskegon Community College as our primary professional endeavor.
8. Resolve that academic work is a relatively autonomous profession and therefore subject to self-scrutiny, professional ethics and standards, and self-evaluation in addition to the requirements of the Master Agreement.

**ARTICLE I
AGREEMENT**

Section 1.1 WHEREAS, the Board and the Association recognize and declare that providing a quality education for the students of Muskegon Community College is their mutual aim, and

Section 1.2 WHEREAS, the Board and Association recognize and declare that providing services and support to the community that the College serves is their mutual aim, and

Section 1.3 WHEREAS, the members of the faculty are qualified to assist in formulating policies and programs designed to improve educational standards, and

Section 1.4 WHEREAS, each party has a statutory obligation to bargain, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, as amended, (hereinafter referred to as “the Act”), with respect to hours, wages, terms and conditions of employment; and

Section 1.5 WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

Section 1.6 In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE II RECOGNITION

Section 2.1 The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in the Act, for all full-time teaching faculty, counselors, coordinators and professional LRC persons employed or hereafter employed by the Board.

Section 2.2 This does not include the President, Vice President for Academic Affairs and Finance, Vice President for Student Services and Administration, Deans, Director of Information Technology, Director of Financial Services, Director of Athletics, Director of Financial Aid, Director of Public Information, Cooperative Internship Coordinator, and all other administrative, professional and support staff positions currently excluded from the unit described in Section 2.1 above. The term “faculty member”, when used in this Agreement, shall refer to any employee represented by the Association.

Section 2.3 The Association agrees to furnish the Board with a copy of the current Constitution and By-Laws of the Association.

ARTICLE III
ASSOCIATION AND FACULTY MEMBER RIGHTS

Section 3.1 Pursuant to the Act, the Board and the Association hereby agree that every faculty member shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations or refrain there from. The Board and the Association agree that each will not directly or indirectly discourage or deprive or coerce any faculty member in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitution of Michigan and the United States; that each will not discriminate against any faculty member with respect to hours, wages or any terms or conditions of employment by reason of his/her membership or non-membership in the Association, or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement with respect to any terms or conditions of employment.

Section 3.2 Any faculty member who elects not to join the Association or pay dues or service fees shall so notify the Association in writing.

Section 3.3 Nothing contained herein shall be construed to deny or restrict to any faculty member rights he/she may have under the Michigan Community College Act or other existing applicable laws and regulations. The rights granted to faculty members in this contract shall be deemed to be in addition to those provided elsewhere under existing law.

Section 3.4 The Association and its representatives shall have the right to use College buildings for meetings at all reasonable hours as determined by the President of the College or his/her designee when the Association requests in writing prior to utilization of these facilities.

Section 3.5 Duly authorized representatives of the Association and its respective affiliates shall be permitted to transact official Association business on College property at all reasonable times that do not interfere with or interrupt normal College operations.

Section 3.6 The Association will be permitted to make use of College equipment including computers, copy machines, calculating machines and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use.

Section 3.7 The Association shall have the right to post notices of its activities and matters of Association business on faculty bulletin boards at least one of which shall be provided. The Association may use the College internal mail service and faculty member mail boxes for communications to faculty members.

Section 3.8 The Board agrees to furnish the Association in response to reasonable

requests all available public information concerning the College.

Section 3.9 The Association shall be given the opportunity to participate in the revision of educational policy and construction of new educational programs prior to their adoption and/or general publication.

Section 3.10 The religious or political activities of any faculty member or the lack thereof shall not be grounds for any discipline or discrimination with respect to the professional employment of such faculty member except that no religious or political proselytizing shall be conducted in the classroom. The private life of any faculty member is not within the appropriate concern or attention of the Board unless it becomes detrimental to the standing of the College in the community.

Section 3.11 The provisions of this Agreement shall be applied to faculty members in a manner which is not arbitrary, capricious or discriminatory and without regard to race, religion, color, national origin, age, sex, (including sexual harassment), marital status, height, weight, disability or other statutory classification of discrimination pursuant to federal or state law and pursuant to Board policy regarding political persuasion or sexual orientation, where applicable.

Section 3.12 A faculty member shall at all times be entitled to have present a representative of the Association at an interview at which the faculty member reasonably believes that the faculty member may be reprimanded, warned or disciplined. When a request for such representation is made, no action shall be taken with respect to such faculty member until such representative of the Association is present.

ARTICLE IV CONTRACTS

Section 4.1 Dates of Issue and Return

(a) All contracts approved by the Board shall be issued to members of the faculty upon ratification of a Master Agreement or by the regular April Board meeting of each year, whichever shall be later.

(b) Said contracts are to be signed and returned to the President or his/her designee within three (3) weeks after receipt of the contract by the faculty member.

(c) A letter of intent to issue a contract may be distributed by the Board's designee but such letter shall not be issued in lieu of a contract, and shall be in the form prescribed by the Board.

Section 4.2 Probationary Contract A faculty member will be given a probationary contract for each year of the first three (3) years of employment. During probationary appointment, a faculty member may be released subject to the provisions for releasing probationary faculty described below.

Section 4.3 One-Year Contracts

(a) One-year contracts will be based upon the normal faculty salary schedule and will be compensated at the same rate as if the instructor issued such a contract were either on probationary or continuing contract. Such contracts imply no obligation on the part of the Board of Trustees for reissuance and may be terminated at the end of the contract period without recourse. These employees will be evaluated as defined in Article 10.1. This contract shall not be used to extend the probationary period.

(b) If the one-year contract position is available for the third consecutive year, it will be offered as a vacant position pursuant to Article VI, with the exception of vacancies due to extended illness which shall be filled at end of the third year first, by the returning faculty member or second, by posting. In the event that the person under the one-year contract is selected for the position, the prior time shall be counted toward the probationary period.

(c) Multiple Night Faculty Position. The Board may authorize and post multiple night faculty positions. These positions will include up to four (4) night assignments as an ongoing contractual obligation.

Section 4.4 Continuing Contract After successful completion of three (3) years with a probationary contract, a faculty member will be placed on continuing contract. Continuing

contract implies that the faculty member will be retained as long as he/she continues to provide satisfactory service and may be dismissed only in accord with the dismissal procedures listed below.

Section 4.5 Termination Procedures

(a) Probationary Contracts

(1) These contracts may be terminated by mutual consent at any time.

(2) If a faculty member wishes to resign at the end of a contract year, he/she shall give notice as soon as possible, but no later than April 30.

(3) No faculty member shall be summarily suspended from duties during the school year pending formal hearing except in cases of gross incompetence or for acts of gross moral turpitude or gross insubordination. In these instances, suspension with pay may be immediate following Board action, and the issue may then be resolved through the usual grievance procedure, if desired.

(4) Provided the evaluation procedure as authorized in this Agreement has been followed, a faculty member under probationary contract may be released at the end of the school year without recourse to the grievance procedure notwithstanding the provisions of Section 10.11. A recommendation on whether or not a continuing contract shall be extended to the probationary faculty member will be presented to the appropriate Vice President. The Vice President will consider all aspects (see Section 10.6) of the probationary faculty member's performance in preparing a recommendation for continued employment. The Vice President will forward his/her recommendation for continuing employment to the President with all appropriate supporting materials, including the evaluation team's written recommendation. If the President does not intend to recommend that the faculty member be reappointed as the result of performance during previous probationary periods or during the first semester, he/she shall notify said faculty member of this by the first Monday in February. If the Board intends not to renew the contract at the end of the school year, the faculty member involved shall be notified subsequent to the regular Board of Trustees meeting in April.

(5) If the cause or the evaluation suggesting reasons for dismissal occurs after the first Monday in February, the President shall inform the probationary faculty member of his/her intent not to recommend continued employment on or before April 15. The Board shall take action at the next regular meeting and the faculty member shall be notified

subsequent thereto.

(b) Continuing Contracts

(1) These contracts may be terminated by mutual consent at any time.

(2) If a faculty member wishes to resign at the end of a contract year, he/she shall give notice as soon as possible but no later than April 30.

(3) No faculty member shall be summarily suspended from duties during the school year pending formal hearing except in cases of gross incompetence or for acts of gross moral turpitude or gross insubordination. In these instances, suspension with pay may be immediate following Board action, and the issue may then be resolved through the usual grievance procedure, if desired.

(c) Effective September 1, 1991, any faculty member hired after commencement of the Fall Semester shall be governed by the following:

(1) Salary Schedule The faculty member shall progress on the schedule based upon a 12-month period beginning with his/her first full pay period following the date of hire.

(2) Probationary Period. The probationary period referred to in Article IV shall be a 36-month period commencing with the first of the month following the date of hire.

(3) Notice Provisions. The dates of notification and action referred to in Section 4.5(a) for probationary faculty on a Fall semester hire date shall be moved to a comparable date for those hired beginning with the Winter semester hire dates.

(4) Evaluations. The yearly periods referred to in Article X shall be 12-month periods commencing with the first of the month following the date of hire.

Section 4.6 All faculty members working the minimum, or more, teaching load and/or assignment for the academic year as stipulated in Article V of this Master Agreement shall be hired on a full-time contractual basis. However, unusual circumstances may require a part-time faculty member to assume a full load in a given semester or session. No more than two (2) such individuals may be so employed in any given semester or session without being placed on full-time contractual status.

Section 4.7 Reduction of Staff

(a) For the purposes of this Agreement, a reduction in the number of bargaining unit positions may take place for economic reasons, such as loss of revenue, loss of

student enrollment, or for other related economic factors which cause program elimination. A reduction in any position shall not be replaced by a person under a one-year contract. Adjunct faculty may not cover more than one-half (1/2) of the hours lost due to reduction of any one position.

(b) Any reduction in the number of bargaining unit positions which results in the layoff of bargaining unit members will be accomplished according to seniority and the qualifications as herein defined of the affected faculty member and the procedure outlined below.

(c) For the purpose of this Article, “qualified” shall be defined as follows:

(1) A major in the area of the curriculum where the displacement is to occur; or

(2) A minor (18 semester credit hours or 6 courses, whichever is appropriate as determined by the appropriate Vice President) upon entry to the new curriculum area. By the beginning of the second year of the reassignment, the faculty member must have an additional six (6) semester credit hours acceptable to the appropriate Vice President in consultation with the Chairperson or Coordinator in the affected Department or Program.

(3) By the beginning of the third year of reassignment, for (1) and (2) above, the faculty member reassigned must have completed thirty (30) semester credit hours acceptable to the appropriate Vice President in consultation with the Chairperson or Coordinator in the affected Department or Program. By the beginning of the fourth year, the faculty member must have completed a Master’s Degree or thirty-three (33) semester credit hours in the curriculum area acceptable to the appropriate Vice President in consultation with the Chairperson or Coordinator in the affected Department or Program.

(4) The qualifications set forth in (1), (2), and (3) shall not be used to disqualify any faculty member in his/her current position as of the effective date of this Agreement.

(d) For purposes of this Agreement, “seniority” shall be defined as total continuous full-time employment with the College in the bargaining unit except to the extent it has been broken by paragraph (e) below and shall commence on the date of employment.

(e) Seniority shall be broken upon:

(1) Termination of employment as provided in Section 4.5 above.

(2) Retirement.

(3) Failure to return upon expiration of a leave of absence, or extension thereof.

(4) A layoff in excess of the period set forth in paragraph (i)(4) below. Seniority shall continue to accumulate during the period of leave or layoff subject to (i)(4) below.

(f) In no event shall the layoff procedure be implemented for the purpose of dismissal of a bargaining unit member for reasons other than stated in subsection (a) above.

(g) The Board shall determine which position is to be reduced and the layoff of any bargaining unit member shall be preceded by formal written notice of such layoff according to the following schedule:

(1) The written notice shall be delivered sixteen (16) calendar weeks in advance of the date the layoff is to commence.

(2) The faculty member so notified may then displace a faculty member with less seniority in the same Department or Program where the displaced individual has less seniority and the notified bargaining unit member is qualified to fill said position.

(3) In the event no faculty member is subject to displacement within the notified member's Department or Program, the notified member may then displace the least senior bargaining unit member whose position he/she is qualified to fill in another Department or Program where the displaced individual has less seniority.

(4) The faculty member who has displaced someone pursuant to (2) or (3) above will be on a trial basis in the position for one (1) year, subject to the evaluation provisions of Article X.

(h) When it is determined by the President or his/her designee in consultation with a Department Chairman and/or Coordinator that enrollments in a given discipline or program are such as to suggest a reduction in staff be recommended, the Administration may offer an affected faculty member, and shall offer to an affected faculty member with ten (10) years' teaching experience, the following alternative to staff reduction:

(1) Within thirty (30) days of notification that the unit member would potentially be affected by a staff reduction, he/she may agree to retrain. The statement of intent to retrain will be accompanied by a plan of study subject to approval by the appropriate Vice President in consultation with the Department Chairman or Coordinator for the area in which the faculty member is retraining.

(2) The period of time granted to retrain will not exceed two (2) semesters. An extension may be granted upon written application to the appropriate Vice President.

(3) The Board agrees to pay the faculty member one-half (1/2) of his/her contractual salary while he/she is retraining and maintain the insurance and retirement benefits. The Board agrees to accept retrained members of the Association to fill positions for which they have been qualified.

(4) Such reemployment shall not result in the loss of institutional seniority except where retraining is for an administrative or support staff position as covered elsewhere in this Agreement.

(i) (1) Recall of bargaining unit members shall be in order of seniority among those laid-off members provided that the recalled member is qualified to fill the available position.

(2) No new employee will be hired to fill bargaining unit positions for which any laid-off bargaining unit member is qualified and available.

(3) Should the reinstatement occur in the same year as the reduction, the reinstatement will be at the same step on the salary schedule.

(4) Such recall rights shall exist for no longer than two (2) years, except that such right may be extended for two (2) additional years upon written notification to the College from the faculty member of his/her intent to be available for recall, such notice to be on file no later than May 1 of each year.

(j) Where, in the judgment of the Administration, and agreed to in writing by the Department Chairperson or Program Coordinator, quality instruction and programming will be advanced by a staff reduction without regard to seniority, such reduction may occur under the following procedure:

(1) Advance notice will be given to the Association President of the persons affected and the reasons therefore.

(2) Upon request, a conference shall be held in an effort to resolve any dispute that may be involved.

(k) On or before October 1 of each year, the Board will provide the Faculty Association an updated seniority list including each member's total full-time employment together

with a list of all laid-off bargaining unit members according to seniority. Any corrections to the list must be made within thirty (30) days after receipt and the resulting list shall be the agreed-upon list.

Section 4.8 A copy of each contract, probationary, continuing, and one year shall be found in Appendix C of this Agreement.

**ARTICLE V
TEACHING LOADS AND ASSIGNMENTS**

Section 5.1 All faculty at Muskegon Community College are expected to be professionally responsible to the institution for a full College day and week as set forth in Article XXI of this Agreement. In setting forth teaching loads, it is assumed that each faculty member will be responsible to the College professionally for a minimum forty (40) hour work week.

Section 5.2 Such forty (40) hours' obligation is meant to be an average, since it is recognized that responsibilities and assignments vary from week to week within a semester.

Section 5.3 These forty (40) hours are meant to include such professional duties, whether on or off campus, as preparing for classes; examining and evaluating books and materials; professional reading and formal or informal research; attending council or other professional meetings; checking papers and evaluating student progress; holding scheduled or unscheduled office and conference hours; mentoring new faculty; meeting classes; and engaging in other activities related to the unique position of faculty member in an institution of higher learning.

Section 5.4 Each faculty member will be responsible for an annual load in accordance with the provisions outlined below:

- (a) The annual contact hour load for faculty members in each discipline is found below:

<u>Department</u>	<u>Discipline</u>	<u>Annual Load</u>
Allied Health	Respiratory	41
Applied Technology	Applied Manufacturing Technology	41
Applied Technology	Automotive	41
Applied Technology	CADD	41
Applied Technology	Electronics	41
Applied Technology	Graphic Design	41
Applied Technology	Machining	41
Applied Technology	Welding	41
Arts & Humanities	Art	40
Arts & Humanities	Music	33
Arts & Humanities	Philosophy	33
Arts & Humanities	Theater	33
Business	Accounting	33
Business	Business	33
Business	CIS	33
Business	Criminal Justice	33
Business	OSD	41

College Success Center	CSC English	36
College Success Center	CSC Math	33
College Success Center	CSC Reading	36
English	English	33
Foreign Language	Spanish	36
HPER	Physical Education	40
Life Science	Biology	34
Math – Science	Astronomy	36
Math – Science	Chemistry	36
Math – Science	Geology	34
Math – Science	Math	35
Math – Science	Physics / Physical Science	36
Math – Science	Physics / Math	36
Nursing	Nursing	35
Social Science	Anthropology	33
Social Science	Economics	36
Social Science	Education	33
Social Science	History	33
Social Science	Physical Geography	34
Social Science	Political Science	33
Social Science	Psychology	33
Social Science	Sociology	33

Article V. Section 5.4 (a) will be revisited after one (1) year by both respective bargaining teams. Faculty members may submit in writing a petition to the chair of the Faculty Association Professional Negotiating Committee or the Administrative Director of Human Resources for a review of their annual load between January 1, 2016 and May 31, 2016. The petition must include a specific recommendation for a change and a justification for that change.

(b) Counselors, Librarians, and Coordinator of the Center for Teaching and Learning/Instructional Designer:

1. The annual load for counselors, librarians and other hourly assignments shall be one hundred seventy-six (176), seven and one-half (7.5) hour days or a minimum of thirty-seven and one-half (37.5) hours per week of scheduled professional assignments.
2. Counselors, Librarians, and Coordinator of the Center for Teaching and Learning / Instructional Designer are in areas that must be in operation year round. A schedule by semester showing coverage will be presented by the Department Chairperson / Coordinator to appropriate Vice President for approval.

3. For those assigned as counselors, librarians and Coordinator of the Center for Teaching and Learning / Instructional Designer who teach contact hour courses, one (1) office hour for preparation for every three (3) contact hours will be given.
4. Upon resignation of the current Library Coordinator, the coordination duties may be assigned to an Administrative or Professional employee. This language will not decrease the number of full time librarians below three (3).

(c) Faculty teaching in the areas of technology, the physical sciences, life sciences, OSE, physical education, respiratory therapy, art, or physical geography shall earn 1/12 lab preparation hour for every 1 lab contact hour up to a maximum of two (2) total lab preparations per year.

(d) Nursing faculty may earn up to 1 lab preparation hour during an overload semester.

(e) One lab hour shall equal one lecture hour.

(f) Any faculty member on a 33 hour contract who teaches six or more one-credit sections/courses within Fall or Winter semester will receive one (1) hour of release time for that semester.

(g) Any Faculty who has approval by the appropriate Vice President to have five (5) different course preparations during Fall or Winter Semester, with each course being two (2) or more credits, shall be granted one (1) hour release time for that semester. Online and hybrid classes will be considered a separate preparation from face-to-face classes.

(h) New Faculty

(1) New faculty members will have three (3) hours of reassigned time their first semester devoted to professional development and orientation to Muskegon Community College. This will consist of a program designed by Human Resources, the appropriate Vice President, and the Coordinator of the Center for Teaching and Learning / Instructional Designer. An orientation plan will be provided to new faculty to begin the first semester with the goal of learning the resources, policies, and governing structure of the college.

(2) New liberal arts faculty who teach lecture only shall have a maximum of three different preparations per semester per their first academic year. New liberal arts faculty who teach lecture and lab shall have a maximum of four (4) different preparations per semester in their first academic year.

(i) Nursing

Nursing faculty may be assigned to any of the three (3) shift times available at the

participating hospitals upon advance notice to the faculty member giving consideration to individual requests, in accordance with the current practice.

Director of Nursing – The Director of Nursing position will have 100 percent reassignment time to lead the nursing program. The Director will have overload privileges.

(j) Respiratory Therapy

The annual load for respiratory therapy faculty shall be forty-one (41) contact hour load (615-clock hours) or a clinical load (765-clock hours) per year. The 765-clock hours are based on an assignment of 25 hours of clinical assignment per week during a Fall/Winter semester and 12 hours per week during Summer semester. The office hour assignment for the clinical coordinator is adjusted as needed to meet on or off campus appointments and shall not exceed normal office hour assignments.

(k) Music

College Singers, Collegiates, Concert Band, Stage Band

(1) The minimum Fall or Winter load for faculty teaching the above- mentioned groups is eighteen (18) contact hours. Faculty members are expected to provide not less than an average of one (1) performance per week as a part of this load. At the option of the faculty member the minimum Fall or Winter load shall be seventeen (17) contact hours with an average of 1.5 performances per week.

(2) The assignment for music during Summer session shall be five (5) contact hours.

(l) Co-Op

The annual load for co-op coordinators shall be two hundred twenty-five (225) students, one hundred (100) students during a Fall/Winter semester and twenty-five (25) students during a Summer session. Those co-op coordinators having less than one hundred (100) or twenty-five (25) students will be assigned classroom responsibilities as a portion of their coordinating load by the Vice President or designee.

(m) Theater

Additional remuneration for theater production work:

(1) A director will receive the equivalent of three (3) contact hours based on a semester load of fifteen (15) contact hours. A proportional assignment will be afforded a faculty member whose load is other than fifteen (15) contact hours per semester.

(2) A designer/technical director will receive the equivalent of three (3) contact hours based on a semester load of fifteen (15) contact hours. A proportional assignment will be afforded a faculty member whose load is other than fifteen (15) contact hours per semester.

(n) Art

(1) Art Gallery Supervision - a maximum of two (2) contact hours per semester may be assigned.

(2) The office hours for Art instructors shall include time designated for studio preparation.

(o) No overload will be paid until the annual load has been fulfilled.

(p) If a faculty member turns down an extra class during the Fall or Winter semester, and then cannot be assigned or provided a class during the Summer semester, the faculty member may, at his/her option, elect either a project or one-tenth (1/10) reduction in salary for the year. If the faculty member elects a project, then in the following Fall or Winter semester, that faculty member may be assigned an extra class, sufficient to meet annual load, if the Administration deems it likely that such assignment is required to fill the faculty member's annual load.

(q) If the annual teaching load is not fulfilled, the faculty member affected will be assigned professional duties or classes to bring the work load to conformity with Article V, Section 5.1, and, if possible in compliance with Article XXI, except as provided in paragraph

(p) above.

(r) (1) A faculty member may request up to fifty percent (50%) reduction in annual load and receive a pro rata share of salary and fringe benefits with the approval of the appropriate Vice President. Such reduced load requests must be submitted in writing prior to the preparation of the schedule for the term in which the reduced load is requested.

(2) At the option of the faculty member, the annual load may be fulfilled by teaching only the Fall and Winter semesters with a pro rata reduction in salary.

Section 5.5 Overload

(a) Procedure

(1) Filling the annual class load of the instructor must take precedence over the awarding of overload.

(2) Each Department by majority agreement and in consultation with the appropriate Vice President is responsible for the development of a written plan for the

distribution of overload within the Department. This written plan will continue in force until there is a majority agreement for change. Such plan will be reviewed annually and any changes will be subject to the same procedure.

(A) The Plan shall address at least the following: Qualification(s), availability, seniority, potential excessive overload affecting instructional quality, posting of instructor's name on schedules.

(B) The appropriate Vice President will use this written plan to monitor and control the distribution of overload within various departments.

(3) The final written plan must be submitted to the appropriate Vice President for approval.

(b) If a faculty member cannot meet an overload class, the faculty member will have deducted from the pay a pro rata amount.

Section 5.6 Summer Session

Provisions will be made for all faculty to have professional responsibilities during the Summer session if necessary to complete load.

Section 5.7 General Provisions

(a) A faculty member may be assigned one (1) night class. This course may be on two (2) nights. Faculty members on hourly assignment, e.g., librarians, counselors, etc. as part of regular load may be assigned one night. The time span from the beginning of the earliest class taught/assignment to the end of the last class taught/assignment on one (1) day of the course/assignment shall not exceed eleven (11) hours without the consent of the faculty member. The other days beginning time of classes taught/assignment as part of a faculty member's regular load shall not be more than seven (7) hours apart and the span of class/assignment time shall not exceed eight (8) consecutive hours except with the consent of the faculty member.

(b) Weekend classes/assignments will not normally be required without permission of the affected faculty member.

(c) Innovation

When a division, or the College, wishes to introduce exploratory or interdisciplinary programs or courses, distance learning, or new technologies, any changes will be made by cooperative effort of the Administration and faculty members involved.

(d) Student Load

Student load shall be determined by the appropriate Vice President in consultation with the Department Chairperson/Coordinator and faculty affected.

(e) Course Preparation

The number of course preparations will be kept to a minimum for faculty members introducing new courses, using new instructional methods or teaching courses they have not taught before. Any course listed in the College catalog, with a course number, is considered a preparation. Lecture lab courses will be considered two (2) separate preparations.

(f) For special extended assignments (interdepartmental, intradepartmental, distance learning, or new technologies) in addition to regular teaching load, the faculty member involved shall have a reduction in teaching load commensurate with the time involved and/or suitable monetary consideration. For distance learning assignments, monetary compensation is set forth in Article XIX.

(g) Class schedules are prepared by the appropriate Vice President or designee in consultation with the Department Chairperson or Coordinator. The faculty member may participate in the consultation upon the request of the Vice President, the faculty member or Department Chairperson/Program Coordinator. In all cases the educational needs of the student will take precedence over other factors in scheduling. Once a schedule is completed, a faculty member will be assigned the classes which that individual is qualified to teach.

(h) Independent study courses will be taught by a qualified faculty member. They may be taught by a qualified administrator only if no qualified faculty member is available and the subject matter falls within the competence of a qualified administrator.

(i) Compensation for individual study courses (299's) will be based upon one (1) contact hour of overload for the faculty member for every ten (10) student credit hours of 299.

(j) Compensation for the development of a new course approved by the Vice President for Academic Affairs shall be Eight Hundred dollars (\$800) for the first (1st) credit hour and Two Hundred fifty dollars (\$250) for each additional credit hour.

ARTICLE VI
VACANCIES, PROMOTIONS AND CHANGES OF ASSIGNMENT

Section 6.1 A request by a faculty member for change in assignment shall be made in writing and a copy filed with the Vice President or designee. This request shall set forth the reasons for change of position sought and the applicant's academic qualification. Such request shall be valid only for a maximum of one (1) calendar year and shall be considered void as of April 15 if filed in the preceding twelve (12) months.

Section 6.2 Notice of any professional faculty position vacancy, either newly created or in existence, shall be provided to all members of the faculty. This notice shall not apply to interim or temporary appointments lasting less than six (6) months. This notice should include the job title, a description of duties and responsibilities and the salary range.

Section 6.3 An involuntary change of assignment within the teaching load and assignment as defined in Article V will be made only in case of emergency, when necessary to balance the instructional load, or to prevent undue disruption of the instructional program. An instructor will only be assigned to a class for which he/she is qualified. The President or his/her designee shall notify the affected faculty member of the reasons for such change. If the faculty member objects to such change for the reasons given, the dispute may be resolved through the professional grievance procedure, but until the grievance is settled, the faculty member shall accept the assignment.

Section 6.4 Any faculty member who is on continuing contract and who later accepts an administrative or supervisory position and shall later return or be returned to a faculty status shall be entitled to regain such faculty rights and privileges that he/she had at the time he/she left the faculty status and shall be reinstated on the salary schedule and credited with years of service that he/she had at the time of leaving faculty status. An administrator can return to faculty status only when a position for which he/she is qualified is posted.

Section 6.5 In the event a faculty member or members shall be transferred from one department, program, discipline, activity or service to another department, program, discipline, activity, or service, their seniority shall date from the time that they were hired on a full-time basis as a faculty member by this College.

Section 6.6 All faculty members who may be interested in the vacant position must so indicate in writing to the Administration within thirty (30) days of receipt of the notice in Section 6.2 above.

Section 6.7 Appointment to the vacant position shall be as follows:

(a) Through the recall of a laid-off faculty member qualified to fill the position and if no laid-off faculty member is qualified;

(b) To the most qualified applicant as determined by the Administration and in the event two or more applicants are of equal qualifications, the applicant with the greatest seniority shall be awarded the position; or

(c) If there are no such applicants, then the position may be filled from any source.

ARTICLE VII
SELECTION AND APPOINTMENT OF FACULTY MEMBERS

Section 7.1 Selection of a new faculty member in an academic field shall be based, where possible, on the minimum of a Master's Degree with specialization in the major portion of the area of his/her assignment. If a person with only a Bachelor's Degree is hired, he/she shall earn a Master's Degree within three (3) years or his/her contract shall not be renewed.

Section 7.2 Selection of a faculty member in an allied health or counseling fields shall be based on appropriate certification; i.e., RN, RRT, LPC, and adequate work experience in the area of assignment.

Section 7.3 The Director of Nursing will be appointed by the administration. The duties of the Director shall be determined by the appropriate Vice President and be clearly stated in writing. Removal from the position may occur by action of the appropriate Vice President, which will include input from faculty in the nursing department, or by resignation. Should this occur, the individual will be granted a teaching faculty position. An appointment may be made, pending a search for a new director.

Section 7.4 In all other areas, the selection of a new faculty member shall be based on the minimum of a Bachelor's Degree with specialization in the area of his/her assignment, except that when a person with a Bachelor's Degree is not available, a person without a degree may be hired up to three (3) years with the understanding that he/she shall show progress toward an Associate Degree by earning a minimum of six (6)-credit hours for each year he/she is employed until he/she receives an Associate Degree. In the case of a new faculty member with a Bachelor's Degree, adequate work experience in the area of his/her assignment may be accepted in lieu of specialization in this area, as determined by the President or his/her designee, in consultation with the Department Chairperson.

Section 7.5 Following the Administration's initial selection of candidates for a teaching position, the Department Chairperson and some faculty members in the same field, if readily available, shall be consulted regarding final selection of new instructional personnel.

Section 7.6 Each new faculty member shall receive a summary statement of the relevant provisions of Article V, Section 10.4 of Article X and Section 21.2 of Article XXI which pertain to the particular position.

Section 7.7 An administrator who teaches a class will be subject to the provisions of

this Article.

Section 7.8 The degrees referred to above shall mean those awarded by institutions of higher education accredited by the North Central Association of Colleges and Schools or its regional or foreign counterpart.

Section 7.9 At the time of hire, Article VII, Article XVI and Appendix D will be reviewed with the prospective faculty member and thereafter placement on the Salary Schedule and step will be fixed by contract with such faculty member. Such placement shall not be a proper subject for the grievance procedure.

ARTICLE VIII LEAVES

Section 8.1 Illness or Disability

(a) (1) Each faculty member is entitled to eleven (11) days of sick leave for the annual load. Faculty members working less than an annual load shall be credited with sick leave at the rate of one (1) day for each twenty (20) full-time workdays rounded off to the nearest quarter day. The unused portion of sick leave allowance carried forward to the next year shall not exceed two hundred thirty (230) days. Illness during the eight (8) week session will be charged at the rate of one-half (1/2) day for each day's absence except where assignments are compacted into a shorter time period, in which case two (2) half-days will be charged.

(2) A faculty member who is absent because of illness or disability at the beginning of the school year shall, upon his/her return, be credited with sick leave prorated at one (1) day per each twenty (20) full-time workdays rounded off to the nearest half day for the remainder of the school year.

(3) If it is necessary for a faculty member to care for sick or injured members of the faculty member's immediate family as defined in Article VIII, Section 8.8, the time shall be deducted from accumulated sick leave.

(4) (A) Sick leave shall be deducted as follows:

Up to and including 2 work hours = 1/4 of sick day. Over 2 and including 4 work hours = 1/2 of sick day. Over 4 and including 6 work hours = 3/4 of sick day. Over 6 work hours = 1 sick day.

Or

No sick leave will be deducted when demonstrating in writing how class time is being 'recovered' or 'made up' with approval of the appropriate Vice President or designee. Sick time will be deducted if substitute is hired or used.

(B) Extended illness will be defined as the inability of a faculty member to meet his/her work obligations for more than two (2) weeks. Beginning with the third week, illness will be deducted at a rate of one (1) full day for each school day.

(5) Upon retirement, death or loss of seniority pursuant to Article IV, Section 4.7(e)(4), a faculty member shall receive one half of the value of the accumulated sick leave to a maximum of two hundred (200) days or one hundred and fifty (150) days if the

employee was hired on or after September 1, 2014 in the form of an employer contribution to the 403(b) tax-sheltered annuity or custodial account designated by the faculty member.

(6) The Board will provide, at no cost to the faculty member, a sickness and disability policy with the following provisions:

(A) The sickness and disability coverage pays to the eligible employee, after ninety (90) calendar days of sickness or disability, sixty percent (60%) of the contractual salary, less any Social Security or Worker's Compensation payments and Michigan Public School Employees Retirement Pay. Such disability is covered as follows:

If the disability occurs prior to age sixty (60) then coverage shall continue until age sixty-five (65); if it occurs after age sixty (60), then coverage shall continue for a period of five (5) years or until age seventy (70), whichever comes first.

(B) For persons who have accumulated sick leave benefits beyond the ninety (90) calendar days period, the Board will pay forty percent (40%) of contractual salary or enough to bring salary to one hundred percent (100%) including Social Security, Worker's Compensation and Michigan Public School Employees Retirement until expiration of accumulated sick leave days on a pro rata basis.

After the exhaustion of such excess sick leave days, the sickness and disability payments will continue in accordance with the terms of the Policy.

(C) The obligation of the Board under this section shall be fully satisfied by the payment of applicable premiums for the insurance coverage specified and under no circumstances shall this contract be construed to impose upon the Board or Muskegon Community College the responsibilities of the insurer.

(b) A faculty member who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability not to exceed one (1) year beyond accumulated sick leave, except that faculty members with service to the College of twelve (12) years or more shall be granted a leave of absence not to exceed two (2) years beyond accumulated sick leave. This section shall include faculty members under probationary contract at the discretion of the Board.

(c) Absence due to injury incurred in the course of the faculty member's employment shall not be charged against the faculty member's sick leave for the first ninety (90) calendar days. The College shall pay to such faculty member the difference between his/her salary and the benefits received under the Michigan Workers' Compensation Act for the ninety (90) calendar days. At the option of the employee, he/she may use his/her sick leave after the first ninety (90) calendar days to receive from the College the difference between his/her salary and the benefits received from the Michigan Workers' Compensation Act, Social Security, Teachers' Retirement and Sickness and Disability Insurance as provided in Section 8.1(a)(6) above.

(d) Any disability should be reported immediately to the Human Resources Office. Disabilities involving bodily injuries incurred in the execution of official duties may be covered by Workers' Compensation Insurance and must be reported within the time limit provided by law.

(e) Sick leave time shall not be deducted for vacation days or holidays.

(f) Any faculty member who is absent on sick leave more than ten (10) calendar days may be required by the College to submit a physician's certificate or be examined by a physician of the College's choice at the College's expense.

Section 8.2 Bereavement

(a) Leave not to exceed five (5) days will be allowed for each death in the immediate family. Immediate family is understood to mean the following including step-and/or foster-relations, father, mother, parents-in-law, children, children-in-law, spouse or same-sex domestic partner (unless same-sex marriage is legalized in Michigan at which time "spouse" would apply).

(b) Up to three (3) days of bereavement leave will be granted in the case of the death of grandparents, siblings, siblings-in-law, and grandchildren. A two (2) day extension may be granted by the immediate supervisor, upon request if attendance at the funeral requires the employee to undertake a lengthy travel involvement.

(c) Up to (1) day of bereavement leave will be granted in the case of death of relatives once removed (aunts, uncles, cousins, nieces, nephews). For the death of any more distant relative, or close friend where the faculty member's presence is deemed necessary, the faculty member will be granted up to one (1) day of bereavement leave if classes will be covered or made-up with no substantial disadvantage to the class or classes.

(d) Absence for bereavement beyond the allowance specified in paragraph (a) and (b) above shall be counted first against personal leave, then against sick leave.

(e) Bereavement leave shall not be deducted for vacation days or holidays.

Section 8.3 Personal Leave

Faculty members shall be granted two (2) days of personal leave for the combined Fall/Winter semesters to attend to matters which cannot be cared for in free time and which would result in legal, business, and/or family disadvantage if not covered at the appropriate time. Any faculty member who teaches at least two (2) classes and teaches for the entire Summer session shall be granted an additional one-half (1/2) day of personal leave to be taken in the Summer session. Notification of said leave shall be given the Department Chairman, Coordinator and/or appropriate Vice President and provision made for handling required responsibilities. This leave shall be at regular pay but shall not be cumulative.

Section 8.4 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 shall be paid the difference between his/her regular pay and the fee he/she receives for acting as juror or witness. Such leave shall not be deducted from sick leave.

Section 8.5 Unpaid Leaves of Absence

(a) A leave of absence of up to one (1) year may be granted to any faculty member upon application for the purpose of advanced study. The Board may extend such leave beyond the one-year limit if it so desires. Upon return from such leave, a faculty member shall be placed at the same position on the Salary Schedule that he/she would have been had he/she taught in the College during such period.

(b) A leave of absence of up to one (1) year 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 said faculty member states his/her intention to return to this College. Upon return from such leave, a faculty member shall be placed at the same position on the Salary Schedule that he/she would have been had he/she taught in the College during such period.

(c) A military leave of absence shall be granted to any faculty member who shall be inducted or who shall enlist for one enlistment period for military duty in any branch of the Armed Forces of the United States. Upon return from such leave, in accordance with the

requirements of such applicable law for the retention of reemployment 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 one (1) year 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 return from such leave, such 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.

(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. Should he/she be reelected or reappointed to the same political office for an ensuing term, or elected or appointed to a different political office, his/her leave of absence shall be terminated. Upon his/her return he/she 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 if the political office that he/she held directly relates to his/her teaching assignment. A leave of absence for one semester shall be granted to any faculty member upon application for the purpose of running for public office.

(f) A leave of absence of up to one (1) year may be granted, upon application, to any faculty member in the technology programs for the purpose of working in industry as a means of upgrading his/her expertise and skills in the latest industrial techniques. This work experience must be closely related to his/her teaching assignments. Upon return from such leave, the 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.

(g) Pregnancy Leave

(1) A faculty member desiring a leave before or after a period of pregnancy related disability shall, upon request, be granted a leave of absence of up to six (6) months, provided the pregnancy has been certified.

(2) The illness and disability pay provision of this Article shall apply for the period of disability.

(3) The provisions of this Article relating to return from leave for illness or disability shall also apply to the pregnancy leave.

(4) To the extent practicable, a pregnant faculty member will notify

the Administration of her anticipated leave and return dates.

(5) In the event that Section 8.5 (g) (2) is not being utilized, a faculty member on pregnancy leave may elect, in agreement with the Vice President and Department Chairperson, to teach or work at the overload rate.

(h) After one (1) year of employment, an unpaid leave for the purpose of caring for a newly-adopted child shall be granted to faculty members upon application by the faculty member and verification by the agency placing the child for adoption. Such leave shall be for no longer than two (2) consecutive semesters.

(i) A faculty member on unpaid leave or sabbatical leave shall retain all accrued sick leave, but shall not accrue additional days while on unpaid or sabbatical leave.

(j) A faculty member on unpaid leave shall retain all credit toward sabbatical leave, but shall not accrue additional credits while on leave.

(k) The Board shall have the right to grant or extend unpaid leaves of absence under conditions not provided for in Section 8.5.

(l) A faculty member on unpaid leave of absence for a school year must notify the President or his/her designee by April 15 that he/she does or does not expect to return the following year. He/she has the right to request extensions.

Section 8.6 Sabbatical Leave

The Board, upon recommendation of the Faculty Committee and the President or his/her designee, will consider applications for sabbatical leaves for full-time faculty members. The Board may grant such leaves in accordance with the following specific provisions:

(a) Eligibility Faculty members shall be eligible for a one (1) semester or two (2) semester sabbatical leave after every five (5) years of continuous service to the College. Faculty members shall be eligible for a mini-sabbatical or instant sabbatical leave, triennially, not exceeding three (3) weeks in length after three (3) years of continuous service at the College.

(b) Compensation The salary for the sabbatical leave will be one-half the salary for two (2) semesters or full salary for a one (1) semester or mini-sabbatical or instant sabbatical. Salary for sabbatical leave is based upon a maximum of a full load assignment and shall not include any compensation based on a class considered for overload.

(c) Conditions

(1) Up to and including two (2) full-time sabbatical leave equivalents,

or four (4) one semester, or one (1) full-time and two (2) one-semester sabbatical leave equivalents may be granted each school year including summer. A full-time equivalent is understood to mean two (2) consecutive semesters. Any combination of mini-sabbaticals and/or instant sabbatical up to and including fifteen (15) weeks will be the equivalents of a one (1) semester sabbatical.

(2) No more than one (1) full-time sabbatical equivalent shall be granted within a Department per school year.

(3) Sabbatical leaves shall be limited to purposes that clearly promise reciprocal advantage to the College, and shall be awarded according to the following criteria, though not necessarily in this order:

(A) The worth or contribution of the project or activity to the entire College, faculty, student body and/or specific Department of the recipient, including a consideration of seniority and the quality of past service to the College;

(B) The worth or contribution of the project to the personal competence of the individual recipient in terms of study, research, writing or cognate pursuits of a scholarly nature;

(C) The merit of the project itself in terms of scholarly rigor, adequate design and planning, feasibility and potential academic productivity.

(4) If a faculty member receives a scholarship, fellowship or research grant for the sabbatical leave period, the combined personal income from this source and sabbatical leave pay shall not exceed 150 percent of the faculty member's contractual salary for the period of the sabbatical leave. Any excess may be deducted from the faculty member's sabbatical leave pay.

(5) A faculty member who receives a sabbatical leave shall return to the College immediately upon completion of the sabbatical for a period of two (2) years or refund on a prorated basis the salary received during the leave period. Promissory notes will be signed and returned to the signer on a prorated basis.

(6) A presentation of application shall be made to the Board no less than sixty (60) calendar days preceding the expected commencement time of the leave or at least fifteen (15) calendar days prior to a regularly scheduled Board meeting for an instant sabbatical defined as from one to three weeks in length.

(7) Any significant change in the faculty member's sabbatical program

shall be reported in writing, by the recipient, to the Faculty Committee and the appropriate Vice President immediately.

(d) Formal Review of Sabbatical Appointments

(1) The Faculty Committee in consultation with the appropriate Vice President may review progress in all sabbatical projects not later than one-half way through the period of the sabbatical. The Faculty Committee in consultation with the appropriate Vice President may require a sabbatical recipient to reappear before it if the Faculty Committee has convincing information the recipient is not meeting, or will not be meeting, the conditions of his/her appointment.

(2) If the Faculty Committee, in consultation with the President or his/her designee, after meeting with the recipient, determines he/she is not, or will not, be meeting the conditions of his/her appointment, they will recommend in writing to the Board of Trustees that the appointment be immediately rescinded.

Section 8.7 Professional Leave

(a) Absence from campus as a representative of the College shall be regarded as an extension of duty when arranged in advance.

(b) Upon recommendation of the Department Chairman and approval by the Administration, a faculty member shall be released from regular duties without loss of salary for the purpose of participating in area, regional or national meetings.

(c) The Board shall make provision in the budget for the purpose of promoting attendance of administratively-approved conferences of a professional nature. The funds used for conference fees, lodging, food and travel expenses shall be provided, but not necessarily coverage in full. The faculty member shall be reimbursed for that portion of his/her expenses within thirty (30) days.

Section 8.8 Family and Medical Leave

(a) The employer and eligible employees shall abide by the provisions of the Federal Family and Medical Leave Act of 1993, which requires employers to provide employees job-protected unpaid leave for qualifying life circumstances. Summary information included below. For complete information and procedural details please see Human Resource Portal. An eligible employee is one who has been employed by Muskegon Community College for at least 12 months and has worked a minimum of 1250 hours-in the preceding 12 month period.

In order to qualify as FMLA leave, an eligible employee must be taking a leave for one of

the following reasons:

- For the birth of a child in order to care for that child;
- For the placement of a child for adoption or foster care;
- To care for a spouse, son, daughter, parent, or next-of-kin, who is a member of the armed forces (including National Guard or Reserves) and who is undergoing medical treatment, recuperation, or therapy or is in out-patient status or temporarily disabled for a serious injury or illness incurred in the line of duty that renders the individual medically unfit to perform the duties of his or her office, grade, rank, or rating;
- To manage the affairs of an employee's spouse, son, daughter, or parent who is a member of the National Guard or Reserves and who is called into active duty resulting in one or more qualifying exigencies.
- To care for a spouse, child, or parent, or any individual for whom the employee has a day-to-day responsibility of care, with a serious health condition; or
- The serious health condition of the employee.

(b) Intermittent leave may be taken should medical circumstances warrant.

(c) Sections 8.1 and 8.5 may run concurrent with Family Medical Leave. For example an employee with approved Family Medical Leave utilizes sick time for hours missed.

(d) Seniority shall accrue during a FMLA leave.

ARTICLE IX RETIREMENT

Section 9.1 Retiring professional staff members who have served ten (10) or more years in the College may be considered for distinguished faculty appointment upon recommendation of the faculty and Administration. Such appointments carry entitlement to all appropriate courtesies available to the active staff, but no remuneration.

Section 9.2 Faculty members will give at least six (6) months' notice of their intent to retire to the appropriate Vice President (Vice President in which the faculty member reports) by February 1st or for retirements at the end of the Fall Semester notice will occur no later than June 1st. Should extenuating circumstances prevail, the above requirement shall be waived by the appropriate Vice President.

Section 9.3 Retirement Pay Effective with the first pay period commencing August 23, 1974, the Board will pay to the proper agency the amount of the retirement pay previously paid for by the faculty member.

ARTICLE X EVALUATION OF FACULTY MEMBERS

Section 10.1 Probationary and one-year contract faculty members shall be evaluated at least once each semester during the first year of employment and at least once during each of the second and third years (Fall semester recommended). The Department Chairperson/Coordinators, faculty member, or appropriate Vice President may request an additional evaluation in that year or any other year. Evaluation of the work performance of a probationary faculty member shall be put in writing by the Department Chairperson/Coordinator and appropriate Vice President.

All probationary faculty members shall be assigned a faculty mentor by the Department Chairperson in consultation with the appropriate Vice President. The appropriate Vice President and mentor shall meet with the new faculty member prior to the start of classes in the first semester of employment to review the mentoring process.

Section 10.2 Continuing contract faculty members will be evaluated at least once every three (3) years. The Administration will identify those faculty members to be evaluated each year before October 15, and the Department Chairperson/Coordinator, faculty member, or appropriate Vice President may request an additional evaluation in that year or any other year.

Section 10.3 The evaluation team shall consist of four persons. They are as follows:

- (a) Department Chairperson/Coordinator or designee.
- (b) One continuing faculty member from the same or allied discipline selected by the faculty member being evaluated.
- (c) One continuing faculty member from outside the discipline chosen by the appropriate Vice President.
- (d) For Academic Affairs: the Vice President for Academic Affairs and Finance or Dean of Instruction or Dean of Academic Services and Registrar may serve. For Counselors: Vice President for Student Services and Administration or Dean of Student Success and Campus Life. In case of reorganization or in the event the Dean of Instruction position is vacant, the Vice President for Academic Affairs and Finance may designate an employee to serve as part of the evaluation team.

For probationary faculty the team members shall remain the same throughout the probationary period where possible.

Section 10.4 Faculty members will be evaluated on the basis of the following criteria:

- (a) Content Expertise
- (b) Instructional Delivery
- (c) Instructional Design
- (d) Course Management
- (e) Special assignment work in which release time is being given
- (f) Non-teaching duties including, but not limited to:
 - a. Committee work
 - b. Student Organizations
 - c. Governing Councils

Section 10.5 Student opinion surveys will be conducted in every class being taught by each instructor during each academic year as part of the evaluation process. Survey results may be considered from the previous three years, according to the procedures and time lines set forth in Article X.

Section 10.6 The evaluation process may consist of the following activities or assessment procedures:

- (a) Observation in classroom and/or laboratory, or other location where work is performed.
- (b) Review of course materials, including updated syllabus and methods of assessment, (submitted with final evaluation document).
- (c) Interviews - pre and/or post classroom visit.
- (d) Self-evaluation.
- (e) Professional responsibilities:
 - (1) Maintaining office hours;
 - (2) Maintaining levels of professional knowledge;
 - (3) Adhering to timeliness for requested materials;
 - (4) Communicating with colleagues/support staff;
 - (5) Properly documenting and reporting students who have never attended a class during the first two weeks.
 - (6) Contributing to the Department or College via:
 - (A) Participation in councils/committees
 - (B) Professional organization membership
 - (C) Mentoring new hire, if called upon.

(7) Grades will be maintained in a format that is accessible to the department chair or coordinator throughout the semester.

The procedure used shall be determined by the evaluation team in consultation with the faculty member being evaluated. Any faculty member being evaluated shall have the right to submit additional supporting evidence prior to the time of the evaluation conference.

Section 10.7 When a classroom visit is made, the faculty member will be notified no less than three (3) teaching days in advance of the classroom visitation. The evaluation conference shall be held within ten (10) days of the classroom visitation.

Section 10.8 All monitoring or observation of the work performances of a faculty member shall be conducted openly and with full knowledge of said faculty member.

Section 10.9 A copy of the written evaluation shall be submitted to the faculty member at the post-evaluation conference. All copies of the evaluation shall be signed by the faculty member, Department Chairperson/Coordinator, and appropriate Vice President and /or designee when involved. Additional team members will also sign and may add comments. If reference is made by the team to major performance deficiencies, the evaluation team shall submit in writing a suggested program of improvement with time lines for completion as part of the evaluation. The program of improvement may include additional course work or other forms of training. If faculty members have any objections or comments to the evaluation, they may schedule an additional evaluation conference and/or submit an addendum which shall be attached thereto within fifteen (15) working days of the post-evaluation conference.

When a program of improvement includes course work, the specific course(s) from an institution(s) must be approved by the evaluation team before the faculty member enrolls in the course(s). Upon completion of the course(s), the faculty member will request that transcripts be forwarded from the institution(s) where the course(s) was/were taken to the appropriate Vice President, and a copy of the transcript(s) will be placed in the faculty member's personnel file. A time line for completion of suggested program of improvement shall be set by the evaluation team. Staff development funding may be available for implementing the plan of improvement.

Section 10.10 When the President or his/her representative arranges an interview with a faculty member for the purpose of discharge, suspension, disciplinary action or discussion of a complaint, both the President, or the designee and the faculty member shall have the right to request a representative of the Association or another party to be present. Faculty members

shall have the right to have a written rebuttal placed in their personnel records. They shall be given a written statement of the reasons for any proposed action.

Section 10.11 No faculty member shall be disciplined or reprimanded or deprived of any professional advantage without just cause. Any such unjustified discipline or reprimand including adverse evaluation of teaching performance or violation of professional ethics asserted by the Board or any agent or representative thereof shall be subject to the professional grievance procedure as provided in this contract. Probationary faculty see Article IV, Section 4.5(a)(4).

Section 10.12 Any complaints regarding faculty members which are considered in evaluating said faculty members' performance shall be promptly called to their attention.

Section 10.13 Upon written request, faculty members shall have the right during normal business hours to review their personnel files excluding confidential employment credentials, in accordance with the provisions of P.A. 397 of 1978, as amended.

Section 10.14 No visitations or evaluation conferences will occur during the first two (2) weeks of classes or the last two (2) weeks of classes during any semester, unless requested by the person being evaluated.

Section 10.15 Attendance at athletic contests, plays, dances and other activities outside the regular school hours shall not be considered as a part of the teaching evaluation.

Section 10.16 Any complaints regarding a faculty member made to the Administration by any parent, student or other person which are considered in evaluating said faculty member's performance shall be promptly called to his/her attention.

**ARTICLE XI
DIFFERENCES AND GRIEVANCE PROCEDURES**

Section 11.1 Informal Procedure

(a) The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may from time to time arise. Both parties agree that these proceedings shall be kept as informal and confidential as possible.

(b) Nothing herein contained shall be construed as limiting the right of any faculty member having a grievance to discuss the matter informally with any appropriate member of the Administration.

Section 11.2 Definition of a Grievance and Representation

(a) A grievance is a signed claim, written on the Professional Grievance Report (Appendix A) filed at Level One by a faculty member or group of faculty members based upon an event which affects a condition of employment, discipline and/or an alleged violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board of Trustees or any other provision of law except where the law specifically establishes the procedure for redress.

(b) Any employee may take up his/her complaint with his/her immediate administrative supervisor but any adjustment of the complaint shall not be inconsistent with the terms of this Agreement and the Association representative shall be afforded an opportunity to be present at the time of such adjustment.

Section 11.3 Grievance Procedure

(a) Informal Discussion A faculty member with a grievable complaint shall first discuss it with his/her immediate administrative supervisor either directly or through the Association's representative with the objective of resolving the matter informally.

Level One. If the complaint is not resolved informally it may be placed in writing on the form shown in Appendix A of this Agreement, signed by the grievant or grievants, and submitted to the immediate administrative supervisor within twenty (20) teaching days after the grievant knew or should have known of the act or condition on which the grievance is based. The administrative supervisor shall then hold a discussion with the grievant and his/her representative if requested and render his/her recommendation in writing within ten (10) teaching days of his/her receipt of the grievance.

Level Two. If the aggrieved person is not satisfied with the disposition of

his/her grievance at Level One, he/she may submit the grievance in writing within five (5) teaching days after receiving the written answer in Level One with the appropriate Vice President or designee. Upon receipt of such grievance a meeting shall be held between such administrator, the grievant and his/her representative within ten (10) teaching days of receipt of the grievance. A written answer shall be given by the administrator within three (3) teaching days following the meeting. Level Two step shall not apply where the appropriate Vice President is the same person as the immediate supervisor referred to in Level One.

Level Three. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, he/she may submit the grievance in writing within ten (10) teaching days after receiving the written answer in Level Two to the President or his/her designee. Upon receipt of such grievance a meeting shall be held between the President or his/her designee, the grievant and his/her representative within ten (10) teaching days of receipt of the grievance. A written answer shall be given by the President or his/her designee within ten (10) teaching days following the meeting.

Level Four. If the aggrieved person or the Grievance Chairman is not satisfied with the disposition of his/her grievance at Level Three he/she may submit it, in writing, to the Secretary of the Board of Trustees within twenty (20) teaching days after receipt of the answer in Level Three. The Board, or the Personnel Committee of the Board, shall, within thirty (30) calendar days of the date of filing, hold a hearing on the grievance. The Board shall indicate its disposition of the grievance in writing to the grievant and the Association's Grievance Committee no later than fifteen (15) calendar days after the next regularly scheduled Board of Trustees meeting.

(b) Time Limits

(1) If a faculty member does not file a grievance in writing at Level One within twenty (20) teaching days after the grievant knew or should have known of the act or condition on which the grievance is based, then the grievance shall be deemed as waived.

(2) Any grievance not timely processed to the next step shall be deemed as withdrawn and any grievance not timely answered by the Administration shall be automatically appealed to the next step.

(3) Teaching days shall mean any day, Monday through Friday, except contractual holidays.

Section 11.4 Arbitration

In the event the answer by the Board is not satisfactory to the Association then within fifteen (15) calendar days following the date of receipt of the Board's answer, the Association only, and not an individual faculty member, may file a demand for arbitration of the dispute to the Federal Mediation and Conciliation Service with a copy of the demand delivered to the office of the President, all pursuant to the following rules and conditions:

(a) The Arbitrator shall have no authority to add to, subtract from, modify, change, alter or amend the terms and conditions of the Agreement and he/she shall have no authority to hear or rule upon any of the following:

(1) Any matter which could be brought within the jurisdiction of any governmental agency authorized by law to rule upon the subject matter in question.

(2) Any matter involving the Board's discretion in the expenditure of funds for capital outlay.

(3) The fixing or establishment of any salary schedule or any other form of compensation or remuneration.

(4) The termination of or decision not to reemploy or decision to continue on probation any probationary faculty member.

(5) Evaluation of faculty, except where the claim is failure to follow the contractual procedure.

(b) The decision of the Arbitrator shall be advisory only. In case of suspension under Article IV, Section 4.5(b)(3), the decision of the Arbitrator shall be binding.

(c) Upon receiving a list of arbitrators from the Federal Mediation and Conciliation Service, the parties shall attempt to agree upon an Arbitrator. If no agreement can be reached, he/she shall be selected by the parties alternately striking a name from the list.

(d) The costs and expenses of the Arbitrator shall be shared equally by the parties.

(e) In the event that the Board elects not to abide by the award of the Arbitrator, then a written statement of the election, with reasons attached, shall be delivered to the Association within thirty (30) calendar days following the receipt of the award.

Section 11.5 Miscellaneous

(a) No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation. If any faculty

member for whom a grievance is filed, processed or sustained shall be found to have been unjustly discharged, he/she shall be reinstated to his/her former position with full reimbursement of all professional compensation lost.

(b) 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.

(c) All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of participants.

(d) It is agreed that the aggrieved party and the Grievance Committee will be furnished all documents, communications and records dealing with the grievance which are necessary for the processing of any grievance.

(e) A grievance may be withdrawn at any level without precedence. However, if in the judgment of the Grievance Committee the grievance affects the welfare of the faculty, the grievance may be continued to be processed as a grievance of the Association.

(f) It shall be the right of the Grievance Committee to determine the advisability of processing any grievance filed.

ARTICLE XII
NEGOTIATIONS PROCEDURES

Section 12.1 Negotiations shall not be reopened prior to May 1 of the last year covered by this contract except by mutual consent.

Section 12.2 Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Board and the Association, the parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations.

Section 12.3 If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

Section 12.4 For the duration of the present contract and during the negotiating of a new contract, the following procedures shall be followed:

(a) Meetings shall be scheduled at times that do not conflict with the teaching schedules of the members of the Professional Negotiations Committee.

(b) The Board of Trustees shall designate permanent members of their Negotiations Committee and shall inform the Association of such. The Association shall designate permanent members of their Negotiations Committee and shall inform the Board of such.

(c) Meetings shall be held at a place mutually agreeable to both parties.

(d) Meetings shall be arranged within fifteen (15) calendar days of a request by either the Board or the Association after the May first opening of negotiations.

(e) Meetings shall be held at regular intervals not to exceed fourteen (14) calendar days unless mutually agreed upon by the Board and the Association.

ARTICLE XIII
ACADEMIC FREEDOM

Section 13.1 The faculty member shall have the freedom to report the truth as he/she sees it both in the classroom and in reports of research activities. There shall be no restraints which would impair the faculty member's ability to present his/her subject matter in this context.

ARTICLE XIV
RIGHTS OF THE BOARD

Section 14.1 The Association recognizes that the Board has responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the College to the full extent authorized by law.

**ARTICLE XV
DUES AND SERVICE FEE CHECKOFF**

Section 15.1 All faculty members covered by this Agreement shall have the right to join, enjoy benefits of (vote on Association business, officer elections, ratification of the Master Agreement) pay dues to, or pay a service fee to the Association.

Section 15.2

(a) During the life of this Agreement and in accordance with the terms of the Form of Authorization of Checkoff of Dues, and in accordance with applicable law, the Employer agrees to deduct dues or service fee from the pay of each faculty member who chooses to execute the dues checkoff form provided by the Association.

(b) Checkoff deductions under all properly executed authorization of Checkoff of Dues forms shall become effective at the time the application is signed by the faculty member and unless revoked by the faculty member, shall be deducted from the first paycheck of the next month following the date of execution of the checkoff form and each month thereafter from the first paycheck of each month September through June.

(c) The College agrees to remit promptly to the respective Association all monies so deducted, accompanied by a list of faculty members from whose checks the deductions have been made.

Section 15.3 Any additional item and/or issue which would subject itself to the checkoff procedure must first be submitted by the Association, accompanied by notarized endorsement of at least fifty percent (50%) of all eligible members therein, to the President for subsequent consideration of the request. Subject to the provisions of this Agreement, the Board retains the right to accept or deny checkoff authorization not previously herein designated.

Section 15.4 Any dues-paying member of the Association or a service fee payer shall have the option to surrender benefits of membership by discontinuing payment of such dues or service fee. This requires written notification delivered to the College and to the Association.

Section 15.5 The Association shall indemnify and save the Employer harmless against any and all claims, demands, lawsuits, damages, attorneys' fees and costs or other forms of liability that may arise out of or by reason of the application, administration or enforcement of any of the above provisions upon any faculty member.

**ARTICLE XVI
PROFESSIONAL COMPENSATION**

Section 16.1 The basic salaries of faculty members covered by this Agreement are set forth in Appendix D-1 which is attached to and incorporated in this Agreement. Such Salary Schedule shall remain in effect during the term of this Agreement. The stated salaries represent movement to the next step each year for all faculty members except those at the top of their range. The revised schedules shall apply at the times stated on the schedule.

Section 16.2 The Salary Schedule is based upon the academic year as set forth in the calendars in Appendix B. For additional weeks as part of the regular contract, a faculty member shall be entitled to additional compensation prorated from the Salary Schedule in Appendix D-1.

Section 16.3 All newly employed faculty members shall be given experience credit on the Salary Schedule as set forth in Appendix D-1 equivalent to the number of years of previous employment experience that are directly applicable to their Muskegon Community College assignment, as determined by the Administration. Credit for military experience will also be given, but only where the experience is directly applicable to the individual's Muskegon Community College assignment, as determined by the Administration.

Section 16.4 In no instance shall experience be counted as formal education nor formal education counted as experience in placing a faculty member on the Salary Schedule. To Qualify for a salary level as the result of formal education, a faculty member must have the specified degree or MA + 30 semester hours or MA + 60 semester hours. Placement on a salary level as a result of formal education or experience shall be determined by the Administration in consultation with the Department Chairperson/Coordinator based upon applicability of the degree or hours to the Muskegon Community College assignment. Such determination shall be made at the time of hire and shall not be subject to the grievance procedure.

Section 16.5 For the full-time faculty person in Automotive Technology, placement on the salary schedule will be as follows:

BS + Master Mechanic's License or BS + Certified Welding Inspector = MA

MA + Master Mechanic's License or MA + Certified Welding Inspector = MA + 30

Section 16.6 (a) Faculty members qualifying for a new salary level as the result of additional formal education, which is applicable to their assignment at Muskegon Community

College as determined by the Administration and concurrent with notification to the Association, shall be placed on the new level at the beginning of the semester which follows completion of the additional education. If receipt of proper certification credentials is delayed, pay shall be retroactive to the beginning of the semester.

(b) Whenever the term “formal education” appears in this Article, it shall mean course credits or degrees awarded by institutions of higher education accredited by the North Central Association of Colleges and Schools or its regional or foreign counterpart.

Section 16.7 The salaries of all faculty members shall be determined by the Salary Schedule as set forth in Appendix D-1. In no instances shall there be individual deviations. In the event of gross inequity in placement of a faculty member on the Salary Schedule, the faculty member may be advanced or held on step upon consultation and agreement between the Board and the Association.

Section 16.8 (a) (i) The College will make available to each full-time faculty member and his/her immediate family, full family health insurance. MCC shall pay premiums for the plan selected by each faculty member up to the current employer limits set forth in Public Act 152.

(ii) Employee deductions shall be made on a pretax basis under the Section 125 Cafeteria Plan from the pay of each covered employee. The employees shall be responsible for all amounts exceeding the hard cap set by MI PA 152.

(b) The employee may elect to receive or reject the insurance offered by the College. If the insurance is rejected, the employee, may elect to receive fifty-five percent (55%) of the hard cap limit for single person set by the State of Michigan.

(c) The faculty member may elect to receive or reject the insurance but in the latter case no substitution will be made.

(d) The College will continue such insurance during paid sick leave up to a maximum of six (6) months. The employee will continue their premium contributions during this time.

(e) If a faculty member is laid off, the health care plan shall continue for two (2) additional months after the month in which the layoff became effective, or until the end of the school year, whichever occurs first.

(f) In the event a faculty member is terminated or resigns during the school year, the hospitalization insurance shall be continued until the faculty member has received the

pro rata portion of the twelve (12) month insurance year earned at the time of the termination or resignation.

Section 16.9 Effective September 1, 2001, faculty members will be provided life insurance in the amount of Seventy-five Thousand Dollars (\$75,000) per faculty member per year with Accidental Death and Dismemberment coverage.

Effective September 1, 2002, the amount shall be increased by Twenty-five Thousand Dollars (\$25,000) to One Hundred Thousand Dollars (\$100,000).

Section 16.10

(a) Effective September 1, 2001 or the first full month thereafter that it can be implemented, the College shall provide each eligible faculty member and his/her immediate family a dental program, which program shall have the following provisions: The College shall provide a plan equivalent to MESSA Delta Dental Plan coverage and providers with 80/80/60 co-payment and \$2,500 Class I maximum, a \$2,500 Class II maximum and \$1,500 lifetime orthodontics.

(b) The College reserves the right to change the funding method or the carrier, provided, however, that in the event such change would result in any reduction in benefit levels, then the consent of the Association must be obtained.

Section 16.11 Vision Care

(a) Effective September 1, 2001 or the first full month thereafter that it can be implemented, a vision care program will be provided for eligible faculty members and dependents substantially equivalent to VSP 2.

(b) The College reserves the right to establish or change the funding method or the carrier, provided, however, that in the event such change would result in any reduction in benefit levels, then the consent of the Association must be obtained.

Section 16.12 Annual Athletic supplements for coaches covered by this Agreement shall be as negotiated between the individual and the President of the College or his/her designee.

Section 16.13 When a faculty member takes over a course or courses of another faculty member, when deemed necessary by the Administration that these courses must be covered, the faculty member substituting shall be paid at ten percent (10%) of the current year's overload contact hour rate for each hour of substitute work.

Section 16.14 All faculty members shall be given the option of a twenty (20) or twenty-six (26) pay schedules annually at the time the contract is signed as set forth in Appendix E.

Section 16.15

(a) **Banking** A faculty member shall be permitted to bank contact hours from one contract year to the next, if mutually agreeable to both the faculty member and the appropriate Vice President.

(b) Banked hours from one contract year to the next shall not exceed one hundred percent (100%) of the faculty member's annual load. Subsequent banked hours beyond the limitation shall be paid in full at the overload rate applicable at the time of banking at the completion of each academic year.

(c) Faculty members may use banked hours to meet base load in a formula consistent with Section 5.4 of this Agreement. No more than six (6) banked hours may be used for this purpose in an academic year unless mutually agreeable to both the faculty member and the appropriate Vice President.

(d) Faculty members may request payment for banked hours at any time. Adequate time will be allowed for the employer to process payment. Banked hours shall be paid at the overload rate applicable at the time of banking at the completion of each academic year.

(e) Faculty members may use banked hours to meet all base load requirements for a Fall or Winter semester if mutually agreeable to both faculty member and the appropriate Vice President. A written request to use banked hours for this purpose must be received at least one hundred eighty (180) days in advance of use. Banked hours may be used for this purpose no more than one time in every four years. The faculty member is responsible for arranging course coverage prior to use of banked hours subject to approval of the appropriate Vice President. For instances of using banked hours for purposes other than unmet load, unbanked hours must be used at a rate of two (2) to one (1) effective 2011 – 2012 academic year. This provision will not apply in the instance of a cash payment for banked hours.

(f) Faculty members who intend to substitute banked hours for a base load in a Fall or Winter semester shall not do so in order to assume a position or perform work deemed to be in conflict or direct competition with their work at the College.

(g) Any banked hours used in the semester prior to retirement shall be used at the overload rate earned, unless the hours are needed to fill out an annual load.

Section 16.16 Longevity

(a) In recognition of their service to the College, faculty members with at least fourteen (14) years of continuous full-time employment (which shall be computed as “seniority” as defined in Article 4.7(d)) shall annually receive the amount set forth in the schedule below:

14 to 20 years of continuous service	\$465 per year
21 years and over	\$500 per year

(b) Said amount shall be in a lump sum subject to normal withholding and paid in the first paycheck in October.

Longevity will be maintained for the duration of this contract with elimination of longevity for employees hired after September 1, 2012.

Section 16.17 The employer will provide an annual tuition pool not to exceed \$12,000 to be divided among full-time faculty members’ dependent children as defined by IRS regulations. The student’s share shall be used toward MCC tuition and/or fees. Students included in this tuition pool must meet normal standards for admission to the College, must make satisfactory academic progress and must meet all other qualifications and requirements for enrollment. Effective Winter Semester 2013, dependent children will be billed at the In County Tuition rate.

The tuition-pool funds shall remain in the control of the College until the Faculty Association issues its End of Academic Year Report on or after July 15 of each year. This report shall list the names of qualified students and the amount each student is to receive. The College shall issue reimbursement checks within thirty (30) days of receipt of the report. (Tuition pool distribution procedures are attached to the end of the contract.)

Section 16.18 Wellness Program

(a) Each full-time faculty member may enroll in up to two (2) “wellness” programs offered through Continuing Education Services or appropriate Health and Physical Education Department courses at the College with tuition cost reimbursed.

A “wellness program” is defined to mean a course, class, or activity directly related to the faculty member’s health, such as “stop smoking”, “weight control”, or “exercise” program.

For wellness courses as defined above, the employer will reimburse a faculty member for the cost of tuition, books, and fees not to exceed two courses per academic year. The class is not to conflict with professional duties.

(b) Faculty will be given a discounted package to the MCC Health facility.

Section 16.19 Effect of National Health Care Program In the event that federal legislation is enacted that would affect the administration, benefits, funding method, cost, tax status of benefits, or contributions as to employees or employer regarding the programs set forth in Section 16.8 (Hospitalization), Section 16.10 (Dental Plan), or Section 16.11 (Vision Care) in this contract, during the term of this Agreement, the parties agree to meet to negotiate over the impact of such legislation.

Section 16.20 Section 125 Plan The College will offer each faculty member access to a Section 125 flexible benefit, cafeteria plan which includes qualifying pretax payments by faculty members for permitted premium benefits, medical care reimbursement, dependent care reimbursement and adoption assistance.

Section 16.21 Each full-time faculty member may enroll in a course offered at the College with tuition cost reimbursed, not to exceed one course per academic year. The class is not to conflict with professional duties.

ARTICLE XVII
DEPARTMENT CHAIRPERSONS

Section 17.1 A Department is defined as counseling or an academic area having more than one discipline and a program(s) of study which leads to a degree.

Section 17.2

(a) The Department Chairperson shall be nominated for two (2), two (2) year terms of office before the end of the Winter semester by a majority vote of the members of the Department. At the end of the first term renewal is automatic unless the Department, the chairperson, or the appropriate Vice President calls for a Department election. If the person nominated is acceptable to the appropriate Vice President, he/she will assume responsibility at the beginning of the Summer session. The appropriate Vice President or designee shall provide each Chairperson, during a formal in-service before Summer session, a copy of the Chairperson's Role and Function Memo and such other relevant data, information and assistance that will effectively contribute to the performance of the duties of the Chairperson.

(b) Upon the death or resignation of the Department Chairperson, the appropriate Vice President may appoint a successor from the Department to serve for the balance of the term, or until a successor is nominated for the balance of the term by the members of the Department.

(c) The Chairperson shall be evaluated during the first year and every other year thereafter. The evaluation shall be completed by the appropriate Vice President or designee with an opportunity for written input by full-time Department members and may include one member of the support staff selected by the Vice President or designee within the cost center. Evaluation shall be based upon but not limited to the Chairperson's Role and Function Memo, meeting assigned duties in a timely manner, dissemination of information, and communication with Department members and students.

The evaluation shall include a written report by the Vice President or designee and copies of submitted and signed surveys of Department member and support staff member. The Vice President or designee may include a self-improvement plan as part of the evaluation.

(d) In the event that either the members of the Department or the appropriate

Vice President has cause to believe that the Department Chairperson has not fulfilled his/her responsibilities then either may request a vote of confidence from the Department members. Removal from office may occur by a majority vote of the members or by action of the appropriate Vice President.

Section 17.3 The duties of the Chairperson shall be determined by the appropriate Vice President after meeting with the Department Chairpersons at least once per year. Those duties will be clearly stated to the faculty in writing. During the year, the Chairperson may identify those intradepartmental projects requiring release time. New and ongoing projects will be evaluated annually (Article V, Section 5.8(f)).

Section 17.4 Remuneration for Department Chairpersons

(a) Departments Which Have Nine (9) or Fewer Members. The Department Chairperson shall be given a minimum of three-tenths (3/10) released time of normal load and shall receive a stipend of One Thousand Eight Hundred Fifty Dollars (\$1,850) each Fall, Winter, and Summer semester.

Effective September 1, 2016, the stipend shall be \$1,900.

Effective September 1, 2017, the stipend shall be \$1,950.

(b) Departments Which Have Ten (10) or More Members. The Department Chairperson shall be given a minimum of four-tenths (4/10) released time of normal load and shall receive a stipend of Two Thousand Dollars (\$2,000) each Fall, Winter, and Summer semester.

Effective September 1, 2016, the stipend shall be \$2,050.

Effective September 1, 2017, the stipend shall be \$2,100.

Section 17.5 Department Chairpersons will have overload privileges.

Section 17.6 A Department Chairperson may bank released time.

Section 17.7 For purposes of determining the number of members in any Department, five (5) adjunct faculty persons assigned to a Department in any semester or session shall equate to one (1) full-time member for that semester or session.

**ARTICLE XVIII
PROGRAM COORDINATOR**

Section 18.1 A Program is defined as having less than two (2) disciplines and/or has no program of study which leads to a degree.

Section 18.2

(a) The Program Coordinator shall be nominated for a two (2) year term of office before the end of the Winter semester by a majority vote of the members of the Program. If the person nominated is acceptable to the appropriate Vice President, he/she will assume responsibility at the beginning of the Summer session. The appropriate Vice President shall provide each Program Coordinator during a formal in-service before Spring session, a copy of the Coordinator's Role and Function Memo and such other relevant data, information and assistance that will effectively contribute to the performance of the duties of the Coordinator.

(b) Upon the death or resignation of the Program Coordinator, the appropriate Vice President may appoint a successor from the Program to serve for the balance of the term, or until a successor is nominated for the balance of the term by the members of the Program

(c) The Coordinator shall be evaluated during the first year and every three (3) years thereafter. The evaluation shall be completed by the appropriate Vice President with an opportunity for written input by full-time Program members and may include one support staff selected by the Vice President within the cost center. Evaluation shall be based upon but not limited to the Coordinator's Role and Function Memo, meeting assigned duties in a timely manner dissemination of information, and communication with Program members and students.

The evaluation shall include a written report by the Vice President and copies of submitted and signed surveys of Program members and support staff member. The Vice President may include a self-improvement plan as part of the evaluation.

(d) In the event that either the members of the Program or the appropriate Vice President has cause to believe that the Coordinator has not fulfilled his/her responsibilities then either may request a vote of confidence from the Program members. Removal from office may occur by a majority vote of the members or by action of the appropriate Vice President.

Section 18.3 The duties of the Coordinator shall be determined by the appropriate Vice President after meeting with the Coordinator at least once per year. Those duties will be clearly stated to the faculty in writing. During the year the Coordinator may identify those

intradepartmental projects requiring additional release time. New and ongoing projects will be evaluated annually (Article V, Section 5.8(f)).

Section 18.4 Remuneration for Program Coordinators

The released time for Coordinators shall be a minimum of three-tenths (3/10) of their annual load. The Coordinator shall receive a stipend of One Thousand, Five Hundred Dollars (\$1,500) each Fall, Winter and Summer semesters.

Effective September 1, 2016, the stipend shall be \$1,550.

Effective September 1, 2017, the stipend shall be \$1,600.

Section 18.5 Coordinators shall have overload privileges. Released time may be taken as overload when approved by the appropriate Vice President.

Section 18.6 Coordinators may bank released time in order to maintain the Program.

ARTICLE XIX DISTANCE LEARNING

Section 19.1 Definition

For the purposes of this contract, the following definitions will be used.

(a) “Distance Learning Course (DLC)”: Any course whose total or partial content is transmitted on an interactive basis to students at remote sites. This includes online courses, hybrid courses, and remote broadcast courses as defined below.

(b) “Online Course”: Any course whose content is delivered electronically with the exception of orientation and the final exam or assessment.

(c) “Hybrid Course”: Any course in which fifty percent (50%) or more of the content and student interaction is delivered electronically.

(d) “Remote Broadcast Course”: Any course whose content is delivered live via television to remote site(s). This may include having on-campus students as well.

(e) “Materials”: Any and all materials created by the faculty member which includes, but is not limited to, syllabi, course content, textbooks, models, study guides, lab manuals, lesson plans and notes, CD-ROMs, video tapes, DVDs, podcasts, computer programs, processes, multi-media programs, class activities and assignments, assessments, techniques and instruments, articles, reviews, works of art, including paintings, sculptures, and musical compositions and recordings, course exercises, tests, answers to test, in any form or medium know known or hereafter known.

(f) “Intellectual Property Rights”: shall mean patent, trademark, trade secret and/or copyright.

Section 19.2 Material Ownership

(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, a written agreement shall be negotiated between the College and the faculty member prior to the start of development. Ownership of the materials or processes shall vest in

(and be copyrighted, if at all) by the parties designated in the written agreement. In the event no such written agreement is established, the ownership shall vest in the College.

Section 19.3 Training

An instructor must successfully complete a distance education training program before teaching a DLC for the first time. This training program will be offered through the College's Center for Teaching and Learning and will enable faculty members to complete the development of their online course. Faculty members who have already taught online are not required to complete the CTL training but they are encouraged to do so.

Section 19.4 Compensation for the Conversion of Existing Courses

(a) Compensation for the conversion of an existing on-campus course to an online or hybrid course shall be Seven Hundred Fifty Dollars (\$750) for the first credit hour and Two Hundred Dollars (\$200) for each additional credit hour of that course, subject to the approval of the Vice President for Academic Affairs.

(b) Compensation for the conversion of an existing online or hybrid course to a mandated new electronic format shall be Eight Hundred Dollars (\$800).

(c) DLCs will apply to load and overload in the same manner as an on-campus course.

Section 19.5 Enrollment

Enrollment in a section of an online, hybrid or remote broadcast course shall be the same as face to face course capacity.

Section 19.6 Course Assignment and Right of First Refusal The faculty member responsible for the development of the DLC shall have right of first refusal each time the course is offered. If said faculty member declines to teach the course, it can be offered to any other faculty member. Assignment to teach DLCs will follow the same procedures as assignments to teach on-campus courses.

Section 19.7 Office Hours For a faculty member teaching online courses during a semester, a proportion of required office hours per week equal to the ratio of online contact hours to total contact hours taught that semester may be held online with a minimum of five (5) on-campus office hours per week. During Summer session, faculty will provide an online office opportunity. Refer to section 21.2(b)(2) that notes all office hours must be posted.

Section 19.8 Evaluation of Courses

(a) Online and hybrid classes will be evaluated during the first two times a

faculty member offers the course. This evaluation schedule is also to be followed whenever a different faculty member teaches the same course online or as a hybrid.

(b) When online or hybrid class is being evaluated, or at the request of the Chairperson and/or Vice President, all online materials will be made available for viewing by evaluating faculty, the Chairperson, or Vice President.

(c) Online and hybrid class evaluations will be completed according to the most current Distance Learning Quality Standards.

Section 19.9 Technology Stipend. Any instructor teaching online or hybrid courses will be given a technology stipend of Thirty-three Dollars (\$33) per class per semester to a maximum of Ninety-nine Dollars (\$99) per semester.

ARTICLE XX
PROFESSIONAL IMPROVEMENT

Section 20.1 The parties support the principle of continuing training of faculty members, participation by faculty members in professional organizations in the areas of their specializations, leaves for work on advanced degrees or special studies and voluntary participation in community educational projects. To this end, a meeting will be held, at minimum, each fall and winter semester, with the appropriate Vice President and Department Chair to prioritize allotted funds for professional development.

Section 20.2 It shall be the goal of the Administration, the Board and the Association to arrange for courses, workshops, conferences and programs designed to improve the quality of instruction and to obtain people of the highest qualifications to participate in the presentation of such programs. The Association shall aid in an effort to achieve maximum attendance and participation.

Section 20.3 Every reasonable effort shall be made to arrange the class hours of a faculty member who has requested this help in scheduling means of professional improvement (courses, seminars, research projects, and other like activities) approved by the Administration. In all such instances, the needs of Muskegon Community College take precedence.

Section 20.4 A faculty member requested by the Administration to assume teaching duties other than in his/her current teaching area or not in his/her major area will be afforded the opportunity, by the College, to bring himself/herself up to date by taking additional administratively-approved courses in that area at an accredited institution of higher learning. The amount of reimbursement shall be mutually agreed upon by the faculty member and the Administration prior to registration and contingent upon satisfactory completion of the course or courses taken.

ARTICLE XXI
COLLEGE CALENDAR, COLLEGE WEEK AND COLLEGE DAY

Section 21.1 College Calendar For the term of this Agreement, the College calendar shall be as set forth in Appendix B.

Section 21.2 College Week

- (a) A faculty member's work week shall consist of no more than five (5) consecutive days of assignments.
- (b) Members of the faculty are to be on campus each week as necessary for:
 - (1) meeting all classes, laboratories, seminars and student conferences;
 - (2) posting and maintaining a minimum of ten (10) conference hours per week for regular day contract personnel. A portion of required office hours per week may be held online, with a minimum of five on campus office hours per week;
 - (3) posting and maintaining a minimum of two (2) conference hours per week during evening and three (3) during Summer session;
 - (4) attending and participating in scheduled meetings of the faculty-at-large, special committees and/or departmental meetings.
- (c) One hour per week between 8:00 a.m. and 5:00 p.m., shall be left open to include as many of the faculty as possible for scheduled meetings.

Section 21.3 College Day

- (a) The College day shall include such scheduled class sessions as the individual teaching load may prescribe, regularly scheduled conference hours, and such additional time as may be necessary to fulfill committee assignments and other necessary professional responsibilities.
- (b) Whenever it is not possible to schedule the minimum hours of teaching load within the eight (8) consecutive hours except as noted in Article V, Section 5.8(a), the appropriate Vice President, with the consent of the individual, may assign classes sufficient to provide the minimum teaching load.
- (c) Each faculty member shall have the eleven, twelve or one o'clock hour free for lunch each day if he/she so desires.

ARTICLE XXII MISCELLANEOUS PROVISIONS

Section 22.1 This Agreement shall supersede all policies, rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

Section 22.2 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 substantiating except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section 22.3 Copies of this Agreement shall be printed at the expense of Muskegon Community College and presented to all faculty members now employed or hereafter employed and made available for perusal by any faculty members considered for employment.

Section 22.4 Definition of Full-time. “Full-time” faculty member means any faculty member who teaches a full load the Fall and Winter semester or the equivalent over one school year or who fulfills his/her professional responsibility over the same period. This shall apply only for purposes of retirement credit and fringe benefits to the extent permitted by law.

Section 22.5 Whenever reference is made in this Agreement to the male pronoun he/she, him/her, his/her, etc., it is intended and shall be deemed to include reference to the equivalent female pronoun, she, her, hers, etc., unless the language clearly indicates otherwise.

Section 22.6 Conflict of Interest Clause. Conflict of interest may arise whenever an employee is in a position to influence college business, research, or other decisions in a way that could lead to any form of personal gain for the individual or her/his relative, or give improper advantage to others. It is expected that all employees will comply with the spirit of generally-accepted guidelines regarding conflict of interest as they relate to private employment. Every effort will be made by such employees to avoid direct competition regarding courses or programs which are traditionally or currently conducted by the College. Such employees, in their private endeavors, shall not use college facilities and/or equipment for their business pursuits; use college telephone, computer, video equipment, tapes, or mail system for their private gain; or present themselves as representatives of the college while conducting their private endeavors. Violation of the Conflict of Interest Clause may constitute gross insubordination. (Also see Statement of Professional Ethics – Appendix F)

ARTICLE XXIII DURATION
OF AGREEMENT

Section 23.1 This Agreement shall be effective as of September 1, 2015, and shall continue in effect until August 31, 2018.

BOARD OF TRUSTEES

MUSKEGON COMMUNITY COLLEGE
ASSOCIATION

BY <u></u> Chair	BY <u></u> President
BY <u></u> Vice-Chair	BY <u></u> Secretary
BY <u></u> Secretary	BY <u></u> Chair, Negotiations Committee
BY <u></u> Treasurer	BY <u></u> Negotiations Committee
BY <u></u> Trustee	BY <u></u> Negotiations Committee
BY <u></u> Trustee	BY <u></u> Negotiations Committee
BY <u></u> Trustee	BY <u></u> Negotiations Committee

**APPENDIX A
PROFESSIONAL GRIEVANCE REPORT**

Muskegon Community College
Date of Filing _____

Grievance Number _____
Date of Alleged Violation _____

Subject to the provisions of the Professional Negotiations Agreement between the Board and the Association, I hereby authorize the representative or representatives of the Association recognized by the Board as my collective bargaining representative to process this request or claim arising therefrom in this or any other stage of the professional grievance procedure, or to adjust or settle the same.

Statement of Grievance: Remedy Requested:

Signature of Grievant(s)
Additional signatures may be
placed on attached sheets.

Approved for Processing
(Grievance Chair)

Date

Date

Level I:

Disposition: _____ Date: _____
Association

Signature: _____

Response: _____ Date: _____

Signature: _____

Level II:

Disposition: _____ Date: _____
Association

Signature: _____

Response: _____ Date: _____

Signature: _____

Level III:

Disposition: _____ Date: _____
Association

Signature: _____

Response: _____ Date: _____

Signature: _____

Level IV:

Disposition: _____ Date: _____
Association

Signature: _____

Response: _____ Date: _____

Signature: _____

**APPENDIX B - CALENDAR
ACADEMIC CALENDAR
2015 - 2016**

FALL SEMESTER 2015

Faculty Seminar Days	August 19 – 20 (Wednesday – Thursday) No Classes
Fall Classes Begin	August 24 (Monday)
Labor Day Break	September 7 - 8 (Monday – Tuesday) No Classes
Fall Classes Continue	September 9 (Wednesday) – November 24 (Tuesday)
Thanksgiving Break	November 25 – 28 (Wednesday – Saturday) No Classes
Fall Classes Continue	November 30 (Monday) – December 5 (Saturday)
Final Exam Days	December 7 – 11 All Exams
Final Grades Due	December 16 (Wednesday) by 10:00 a.m.

WINTER SEMESTER 2016

Faculty Seminar Days	January 7 – 8 (Thursday – Friday)
Winter Classes Begin	January 11 (Monday)
Dr. Martin Luther King Day	January 18 (Monday) No Classes
Winter Classes Continue	January 19 (Tuesday) – February 27 (Saturday)
Mid-Semester Vacation	Feb 29- March 5 (Monday – Saturday) No Classes
Winter Classes Continue	March 7 (Monday) – March 25 (Friday)
Half-Day	March 25 (Friday) No Classes after 12:00 pm
Winter Classes Continue	March 26 (Saturday) – April 25 (Monday)
Exam Prep/Reading Day	April 26 No Day Classes
Final Exam Days	April 26 (night classes only), 27, 28, 29, 30, May 2 Exams-day & evening classes
Commencement	TBA
Final Grades Due	May 5 (Thursday) by 10:00 am

SUMMER SESSION 2016 (12 Weeks)

Summer Classes Begin	May 16 (Monday)
Memorial Day	May 30 (Monday) No Classes
Summer Classes Continue	May 31 (Tuesday) – July 2 (Saturday)
Independence Day	July 4 (Monday) No Classes
Summer Classes Continue	July 5 (Tuesday) – August 6 (Saturday)
Final Grades Due	August 10 (Wednesday) by 10:00 am

ACADEMIC CALENDAR 2016 - 2017

FALL SEMESTER 2016

Faculty Seminar Days	August 17 – 18 (Wednesday – Thursday)
Fall Classes Begin	August 22 (Monday)
Labor Day Break	September 5 – 6 (Monday – Tuesday) No Classes
Fall Classes Continue	September 7 (Wednesday) – November 22 (Tuesday)
Thanksgiving Break	November 23 – 27 (Wednesday – Sunday) No Classes
Fall Classes Continue	November 28 (Monday) – December 3 (Saturday)
Final Exam Days	December 5 – 9 (Monday – Friday)
Final Grades Due	December 14 (Wednesday) by 10:00 a.m.

WINTER SEMESTER 2017

Faculty Seminar Days	January 5 – 6 (Thursday – Friday)
Winter Classes Begin	January 9 (Monday)
Dr. Martin Luther King Day	January 16 (Monday) No Classes
Winter Classes Continue	January 17 (Tuesday) – February 25 (Saturday)
Mid-Semester Vacation	March 6 (Monday) – March 11 (Saturday) No Classes
Winter Classes Continue	March 13 (Monday) – April 14 (Friday)
Half-Day	April 14 (Friday) No Classes after 12:00 pm
Winter Classes Continue	April 15 (Saturday) – April 24 (Monday)
Final Exam Days	April 25 (Tuesday) – May 1 (Monday)
Commencement	TBA
Final Grades Due	May 4 (Thursday) by 10:00 am

SUMMER SESSION 2017 (12 Weeks)

Summer Classes Begin	May 15 (Monday)
Memorial Day	May 29 (Monday) No Classes
Summer Classes Continue	May 30 (Tuesday) – July 3 (Monday)
Independence Day	July 4 (Tuesday) No Classes
Summer Classes Continue	July 5 (Wednesday) – August 5 (Saturday)
Final Grades Due	August 9 (Wednesday) by 10:00 am

ACADEMIC CALENDAR 2017 - 2018

FALL SEMESTER 2017

Faculty Seminar Days	August 23 – 24 (Wednesday – Thursday)
Fall Classes Begin	August 28 (Monday)
Labor Day Break	September 4 – 5 (Monday – Tuesday) No Classes
Fall Classes Continue	September 6 (Wednesday) – November 21 (Tuesday)
Thanksgiving Break	November 22 – 26 (Wednesday – Sunday) No Classes
Fall Classes Continue	November 27 (Monday) – December 9 (Saturday)
Final Exam Days	December 11 – 15 (Monday – Friday)
Final Grades Due	December 19 (Wednesday) by 3:00 p.m.

WINTER SEMESTER 2018

Faculty Seminar Days	January 10 – 11 (Wednesday – Thursday)
Dr. Martin Luther King Day	January 15 (Monday) No Classes
Winter Classes Begin	January 16 (Tuesday)
Mid-Semester Vacation	March 12 - 17 (Monday – Saturday) No Classes
Winter Classes Continue	March 19 (Monday) – March 30 (Friday)
Half-Day	March 30 (Friday) No Classes after 12:00 pm
Winter Classes Continue	March 31 (Saturday) – April 30 (Monday)
Final Exam Days	May 1 (Tuesday) – May 7 (Monday)
Commencement	TBA
Final Grades Due	May 10 (Thursday) by 10:00 am

SUMMER SESSION 2018 (12 Weeks)

Summer Classes Begin	May 21 (Monday)
Memorial Day	May 28 (Monday) No Classes
Summer Classes Continue	May 29 (Tuesday) – July 3 (Tuesday)
Independence Day	July 4 (Wednesday) No Classes
Summer Classes Continue	July 5 (Thursday) – August 11 (Saturday)
Final Grades Due	August 15 (Wednesday) by 10:00 am

**APPENDIX C-1
TEACHER'S PROBATIONARY
CONTRACT**

THIS PROBATIONARY CONTRACT made between the Board of Trustees of MUSKEGON COMMUNITY COLLEGE, (hereinafter called the Board) and _____, (hereinafter called the Faculty Member).

WITNESSETH:

Said Faculty Member hereby contracts with said Board for the school year of _____, for two hundred (200) days, commencing _____ and said Board hereby contracts to hire said Faculty Member to teach in the MUSKEGON COMMUNITY COLLEGE, such appointment to continue in full force and effect as provided in the current Master Contract between the Board and the Faculty Association and may be terminated only as provided therein.

For, and in consideration of, such services for the school year _____, the said Board will pay to said Faculty member the sum of \$_____, at Step _____ of the current salary schedule, payable in ___20 or ___26 installments.

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

By _____

Date _____

By _____
Chairman, Board of Trustees

By _____
Secretary, Board of Trustees

**APPENDIX C-2
TEACHER'S CONTINUING
CONTRACT**

THIS CONTINUING CONTRACT made between the Board of Trustees of MUSKEGON COMMUNITY COLLEGE, (hereinafter called the Board) and _____, (hereinafter called the Faculty Member).

WITNESSETH:

Said Faculty member having been employed three (3) or more consecutive years by said Board, hereby contracts with said Board of the school year of _____ for two hundred (200) days, commencing _____ and said Board hereby contracts to hire said Faculty member of teach in the Muskegon Community College, such appointment to continue in full force and effect as provided in the current Master Agreement between the Board and the Faculty Association and may be terminated only as provided therein.

For, and in consideration of, such services for the school year _____, the said Board will pay to said Faculty member the sum of \$_____, at Step _____ of the current salary schedule, payable in ___20 or ___26 installments.

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

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

By _____

Date _____

By _____
Chairman, Board of Trustees

By _____
Secretary, Board of Trustees

**APPENDIX C-3
ANNUAL SUPPLEMENT TO CONTINUING
CONTRACT**

TO: _____ DATE: _____

You are hereby notified that your salary for the school year beginning _____ will be \$ _____ at Step _____ of the current salary schedule, payable in _____ 20 or _____ 26 equal installments. Said school year is for two hundred (200) days.

It is further agreed that you will be allowed sick leave in accordance with the rules and regulations of the Board of Trustees for _____ days during the school year covered by this contract supplement.

If you accept the terms of this continuing contract supplement, please date and sign and return the same to the Office of Human Resources within twenty-one (21) days of receipt of this notice.

By _____

Date _____

By _____
Chairman, Board of Trustees

By _____
Secretary, Board of Trustees

**APPENDIX C-4
ONE-YEAR CONTRACT**

Trustees of MUSKEGON COMMUNITY COLLEGE, (hereinafter called the Board) and _____, (hereinafter called the Faculty Member).

WITNESSETH:

Said Faculty Member hereby contracts with said Board for the school year of _____ for two hundred (200) days, commencing the _____, and said Board hereby contracts to employ and said Faculty Member to teach in the MUSKEGON COMMUNITY COLLEGE.

For, and in consideration of, such services for the school year _____, the said Board will pay to said Faculty member the sum of \$_____, at Step _____ of the current salary schedule, payable in ___20 or ___26 installments.

It is understood by and between the parties hereto that this contract is limited to the terms herein stated and is not to be construed as probationary or continuing contract within the terms of the current Master Contract between the Board and the Faculty Association.

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

By _____
Faculty Member

Date _____

By _____
Chairman, Board of Trustees

By _____
Secretary, Board of Trustees

APPENDIX D-I SALARY SCHEDULE

All faculty members who are below Step 14 on the Salary Schedule will advance to the next step on August 20th of each year. All faculty members will receive a 2.1% increase to base effective 11:59 pm on August 31, 2015 (2.0% was already agreed to so the additional increase amounts to .1%.)

All faculty members will receive a 2.0% increase to base effective 11:59 pm on August 31, 2016.

All faculty members will receive a 2.1% increase to base effective 11:59 pm on August 31, 2017.

All faculty members will receive a 2.2% increase to base effective 11:59 pm on August 31, 2018.

Base	2015/16													
2.10%	1	2	3	4	5	6	7	8	9	10	11	12	13	14
BA	49,536	51,518	53,578	55,721	57,950	60,268	62,678	65,186	67,793	70,505	73,325	76,258	79,309	83,143
MA	54,257	56,428	58,685	61,032	63,474	66,013	68,653	71,400	74,255	77,225	80,314	83,526	86,867	91,066
MA+30	56,618	58,882	61,238	63,687	66,234	68,884	71,639	74,505	77,486	80,585	83,809	87,161	90,647	95,024
MA+60	59,028	61,390	63,845	66,399	69,054	71,816	74,689	77,677	80,784	84,015	87,375	90,870	94,505	99,073
PhD	60,854	63,288	65,819	68,452	71,190	74,038	77,000	80,080	83,283	86,614	90,079	93,682	97,429	102,141

Base	2016-17													
2.00%	1	2	3	4	5	6	7	8	9	10	11	12	13	14
BA	50,527	52,548	54,650	56,835	59,109	61,473	63,932	66,489	69,149	71,915	74,792	77,784	80,895	84,806
MA	55,342	57,556	59,859	62,253	64,743	67,333	70,026	72,828	75,740	78,770	81,920	85,196	88,604	92,887
MA+30	57,750	60,060	62,462	64,961	67,559	70,261	73,072	75,996	79,035	82,197	85,485	88,904	92,460	96,925
MA+60	60,209	62,617	65,122	67,727	70,435	73,252	76,183	79,230	82,399	85,695	89,123	92,687	96,395	101,054
PhD	62,071	64,553	67,135	69,821	72,614	75,519	78,540	81,682	84,949	88,347	91,880	95,555	99,378	104,184

Base	2017-18													
2.10%	1	2	3	4	5	6	7	8	9	10	11	12	13	14
BA	51,588	53,651	55,797	58,029	60,350	62,764	65,274	67,886	70,601	73,425	76,362	79,417	82,594	86,587
MA	56,504	58,765	61,116	63,560	66,103	68,747	71,497	74,357	77,331	80,424	83,641	86,986	90,465	94,838
MA+30	58,963	61,321	63,774	66,325	68,978	71,737	74,607	77,591	80,695	83,923	87,280	90,771	94,402	98,960
MA+60	61,473	63,932	66,490	69,149	71,915	74,791	77,783	80,894	84,130	87,495	90,994	94,634	98,419	103,176
PhD	63,374	65,909	68,545	71,287	74,139	77,104	80,189	83,397	86,733	90,202	93,810	97,562	101,464	106,372

Base	2018-19													
2.20%	1	2	3	4	5	6	7	8	9	10	11	12	13	14
BA	52,723	54,832	57,025	59,306	61,678	64,145	66,710	69,379	72,155	75,041	78,042	81,164	84,411	88,492
MA	57,747	60,058	62,460	64,959	67,557	70,259	73,070	75,993	79,032	82,193	85,481	88,899	92,455	96,924
MA+30	60,260	62,670	65,177	67,784	70,495	73,315	76,248	79,298	82,470	85,770	89,200	92,768	96,479	101,138
MA+60	62,825	65,339	67,952	70,670	73,497	76,436	79,494	82,674	85,980	89,420	92,996	96,716	100,584	105,446
PhD	64,768	67,359	70,053	72,856	75,770	78,801	81,953	85,232	88,641	92,187	95,874	99,709	103,697	108,712

APPENDIX D-2 OVERLOAD

Effective September 1, 2015, overload pay will be based on the following:

- (1) $\$755 \times$ overload contact hours
- (2) For counselors and librarians, overload compensation will be $\$755 / (15 \times 1.5) = \33.55 (thirty-three dollars and fifty-five cents)
- (3) Overload for respiratory therapists and nursing faculty will be paid at the hourly rate of $\$755 / (1/15) = \50.34 (fifty dollars and thirty-four cents) per semester clock hours.

Effective September 1, 2016, overload pay will be based on the following:

- (1) $\$765 \times$ overload contact hours
- (2) For counselors and librarians, overload compensation will be $\$765 / (15 \times 1.5) = \34.00 (thirty- four dollars)
- (3) Overload for respiratory therapists and nursing faculty will be paid at the hourly rate of $\$765 / (1/15) = \51.00 (fifty-one dollars) per semester clock hours.

Effective September 1, 2017, overload pay will be based on the following:

- (1) $\$775 \times$ overload contact hours
- (2) For counselors and librarians, overload compensation will be $\$775 / (15 \times 1.5) = \34.44 (thirty-four dollars and forty-four cents)
- (3) Overload for respiratory therapists and nursing faculty will be paid at the hourly rate of $\$775 / (1/15) = \51.67 (fifty-one dollars and sixty-seven cents) per semester clock hours.

**APPENDIX E
PAYROLL SCHEDULE**

2015-2016		2016-2017		2017-2018	
AUGUST	27	AUGUST		AUGUST	
SEPTEMBER	10	SEPTEMBER	8	SEPTEMBER	8
	24		22		22
OCTOBER	8	OCTOBER	6	OCTOBER	6
	22		20		20
NOVEMBER	5	NOVEMBER	3	NOVEMBER	32
	19		17		176
					30
				DECEMBER	1
DECEMBER	3	DECEMBER	1	DECEMBER	14
	17		15		298
	31		29		
END OF FALL SEMESTER					
JANUARY	14	JANUARY	12	JANUARY	11
	28		26		25
FEBRUARY	11	FEBRUARY	9	FEBRUARY	8
	25		23		22
MARCH	10	MARCH	9	MARCH	8
	24		23		22
APRIL	7	APRIL	6	APRIL	5
	21		20		19
MAY	5	MAY	4	MAY	3
END OF WINTER SEMESTER					
MAY	19	MAY	18	MAY	17
	18				31
JUNE	* 2	JUNE	* 1	JUNE	14
	16		15		28
	30		29		
JULY	14	JULY	13	JULY	12
	28		27		26
AUGUST	11	AUGUST	10	AUGUST	9
	25		24		23

*20 PAY PERIODS TERMINATION

**APPENDIX F
STATEMENT ON
PROFESSIONAL ETHICS**

1. Professors, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed upon them. Their primary responsibility to their subject is to seek and to state the truth as they see it. To this end professors devote their energies to developing and improving their scholarly competence. They accept the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. They practice intellectual honesty. Although professors may follow subsidiary interests, these interests must never seriously hamper or compromise their freedom of inquiry.
2. As teachers, professors encourage the free pursuit of learning in their students. They hold before them the best scholarly and ethical standards of their discipline. Professors demonstrate respect for students as individuals and adhere to their proper roles as intellectual guides and counselors. Professors make every reasonable effort to foster honest academic conduct and to ensure that their evaluations of students reflect each student's true merit. They respect the confidential nature of the relationship between professor and student. They avoid any exploitation, harassment, or discriminatory treatment of students. They acknowledge significant academic or scholarly assistance from them. They protect their academic freedom.
3. As colleagues, professors have obligations that derive from common membership in the community of scholars. Professors do not discriminate against or harass colleagues. They respect and defend the free inquiry of associates, even when it leads to findings and conclusions that differ from their own. Professors acknowledge academic debt and strive to be objective in their professional judgment of colleagues. Professors accept their share of faculty responsibilities for the governance of their institution.
4. As members of an academic institution, professors seek above all to be effective teachers and scholars. Although professors observe the stated regulations of the institution, provided the regulations do not contravene academic freedom, they maintain their right to criticize and seek revision. Professors give due regard to their paramount responsibilities within their institution in determining the amount and character of work done outside it. When considering the interruption or termination of their service, professors recognize the effect of their decision upon the program of the institution and give due notice of their intentions.
5. As members of their community, professors have the rights and obligations of other citizens. Professors measure the urgency of these obligations in the light of their responsibilities to their subject, to their students, to their profession, and to their institution. When they speak or act as private persons, they avoid creating the impression of speaking or acting for their college or

university. As citizens engaged in a profession that depends upon freedom for its health and integrity, professors have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

AAUP. (2009). *Statement on Professional Ethics*. Retrieved from <http://www.aaup.org/report/statement-professional-ethics>

APPENDIX G
LETTER OF UNDERSTANDING DEPARTMENTS & PROGRAMS

In the course of negotiations and settlement of the Master Agreement between the Board and the Association, the parties agreed to the following:

It is the intent of the Administration, for each academic year, to have a listing of Departments and/or Programs with designated Chairpersons and Coordinators. The listing of such Departments and Programs shall not in any way be construed as a limitation on the Administration's right to add to, change, or delete the areas in which such Departments or Programs shall be recognized.

This list shall be updated annually by the Administration and supplied to the Association President and PNC Chairperson by October 1 of each academic year.

**Muskegon Community College Faculty Association
221 S. Quarterline Rd. Muskegon, MI 49442
Tuition Pool Coordinator**

TUITION POOL APPLICATION

For full-time faculty member's dependent children. (See Sec. 16.17 of the Master Agreement)

1. Name of student _____ Student No. _____
2. Relationship to faculty member _____
3. Name of faculty member _____ Dept. _____
4. Number of hours successfully completed. (a grade of C or better is considered successful)

Summer	_____
Fall	_____
Winter	_____
 Total hours	 _____

X current/credit hour in-district tuition rate

Total tuition =	_____
Less: Scholarships received	_____
Grants received	_____
 Qualified reimbursement amount	 _____

Attach copy of paid tuition bills or receipts and student's transcript. Applications are due to Tuition Pool Coordinator by date communicated by Faculty Association.

Make check payable to:

MCCFA approved _____ Date _____

MCC approval _____ Date _____