

AGREEMENT

between

KELLOGG COMMUNITY COLLEGE
BOARD OF TRUSTEES

and

KELLOGG FACULTY ASSOCIATION

for the

ACADEMIC YEARS

2009-2010 and 2010-2011

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AGREEMENT

THIS AGREEMENT entered into this 7th day of December, by and between the BOARD OF TRUSTEES OF KELLOGG COMMUNITY COLLEGE, Battle Creek, Michigan, hereinafter referred to as the "Board," and the KELLOGG FACULTY ASSOCIATION, hereinafter referred to as the "Association."

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing quality higher education for the people of this area is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the College professional personnel, and

WHEREAS, the members of the faculty are particularly qualified to advise the Board and therefore may be utilized at the Board's discretion in the formulation of policies and programs designed to improve educational standards, and

WHEREAS, the parties following extended and deliberate professional negotiations have reached certain understandings which they desire to confirm in this agreement, in consideration of the following mutual covenants, it is hereby agreed as follows:

Article I RECOGNITION

Section 1: The Board hereby recognizes the Association as the exclusive negotiating representative for all personnel in the bargaining unit which is defined as all teaching faculty under contract, including librarians, assistant librarians, and counselors, but excluding those members of the teaching faculty who are not under contract and excluding those teaching faculty whose teaching load during the academic year does not exceed one-half (1/2) of the full-time teaching load, faculty whose entire teaching load is two (2) four (4)-contact-hour classes or less each semester, as well as all other employees.

Following certification by the Michigan Employment Relations Commission on August 27, 1974 the following unit is joined to the existing unit for purposes of collective bargaining: All employees employed as Media Production Specialist and/or Clinical Assistants, but excluding all other executive and supervisory personnel employed by the College and all other employees.

Section 2: The term "faculty" and "instructor" when used hereinafter in this agreement shall refer to all professional employees represented by the Association in the bargaining unit as designated in Article I, Section 1 of this Agreement.

Section 3: The Board agrees not to negotiate with any faculty organization other than the Association for the duration of this agreement.

Article II RIGHTS OF THE BOARD

Section 1: The Board of Trustees reserves and retains the responsibility and authority to manage, supervise, and direct, in behalf of the public, all operations and activities of the College to the full extent authorized by law, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement.

Article III FACULTY'S RIGHTS

Section 1: Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every professional employee of the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any instructor in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any instructor with respect to hours, wages or any terms of conditions of employment by reason of membership in the Association, participation in any activities of the Association or collective professional negotiations with the Board, or institution of any grievance, complaint or proceedings under this agreement.

Section 2: Nothing contained herein shall be construed to deny or restrict any employee's rights under the Michigan General School Laws or other applicable laws and regulations.

Section 3: The Association shall have the right to use appropriate space in the College buildings for meetings of its membership provided at least twenty-four (24) hours advance notice of such desire is given to the Administration. In case of emergency, the time limitation may be suspended by mutual agreement. If the space requested previously has been reserved for some other use, the Administration will attempt to provide alternative space. Any custodial maintenance or operating \overtime pay incurred by reason of usage shall be paid by the Association. It is expressly understood and agreed that the permission to use space in a College building for such meetings, conferred herein, does not authorize the Association or any faculty member to disregard teaching responsibilities in order to attend such meeting or meetings.

Section 4: The Association shall be permitted to transact official Association business on College property at reasonable times, provided that this shall not interfere with or interrupt College operations or personnel carrying out responsibilities of the College.

Section 5: The Association shall have the right to use equipment at reasonable times when such equipment is not in use. The Association will request such use and shall pay for cost of all materials and supplies incident to such use.

Section 6: The Association shall have the right to post notices concerning its business and activities. Also, the Association shall have the right, upon mutual agreement, to post said notices on bulletin boards in faculty office areas. The Association may use the College mail service, provided any cost incurred shall be paid by the Association. It shall also have the right to use the employees' mail boxes and e-mail for communications to them.

Section 7: The Board agrees to furnish the Association, in response to reasonable requests from time to time, available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the faculty and their students, together with information which may be necessary for the Association to process any grievance or complaint. This shall not be construed as allowing examination of personnel files by the Association without the consent of the involved faculty member. It is understood that this commitment on the part of the Board shall not be construed to make it necessary to compile information in any other form than that in which it is already completed unless mutually agreed otherwise.

Section 8: Instructors shall be entitled to full rights of citizenship and no religious or political activities of any instructor or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such instructor. The private and personal life of any instructor is not within the appropriate concern, purview or attention of the Board unless it becomes demonstratively detrimental to the student, to the instructor's effectiveness or to the standing of the College in the community.

Section 9: The provisions of this agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex or marital status (meaning only whether a person is single, married, widowed or divorced).

Section 10: Membership in the Association shall be open to all instructors regardless of race, creed, sex, marital status, disability or national origin.

Section 11: Any individual faculty member and/or Association representative shall be entitled to request an appearance on the agenda of all Board meetings provided a written notification of the desire to so appear, together with notification of the nature of the subject to be presented to the Board, is submitted to the President's office on or before the Thursday prior to the regularly scheduled Board meeting.

Section 12: It is understood that the Board agenda is of a tentative nature and is subject to change or alteration prior to the Board meetings for which they are prepared. A copy of the tentative agenda for all regular Board meetings will be made available to the Association at the time the same is made available to the Board members and the Board will make reasonable efforts to advise the Association of items that are added thereto between the date of issuance and the date of such regular meetings.

Section 13: Each faculty member shall have the right, upon request, to review the contents of the member's personnel file in the presence of the administrator responsible for the safekeeping of such file. A representative of the Association may, at the faculty member's request, accompany the member in such review. Confidential credentials or related personal references sought at the time of employment at this institution are specifically exempted from such review. The administrator will remove said confidential reports from the file prior to the review of the file by the member.

- (a) The faculty member shall have the opportunity, while examining the files as above provided, to acknowledge that the member has read such materials in the file by affixing the member's signature on the actual copy filed with the understanding that such signature merely signifies that the member has read the material filed but does not necessarily agree with its contents.
- (b) The faculty member shall have the right to answer any material viewed hereunder and, if the member chooses, such answer shall be attached to the file copy.
- (c) The faculty member shall be permitted to reproduce or copy any material in the file which the member is permitted to examine.
- (d) After three (3) years, material from non-professional sources shall be removed from the faculty member's personnel file upon request from the faculty member.

- (e) There shall be only one (1) set of personnel files. If the tenure statement is kept, it will become part of the personnel files.

Section 14: It is assumed that each new faculty member is already competent in the member's area(s) of responsibility or has the ability to become competent. Thus the emphasis by the Board, through the Administration, shall be on helping the member improve. Because the primary purpose of evaluation is the improvement of instruction and student personnel services; its use, by the Board, in deciding whether to retain or release a member of the faculty shall not be considered until after careful and dedicated effort, through the administration, to assist the member has shown that the faculty member is not improving or is improving so slowly that it is doubtful whether the member can gain the competency necessary for tenure.

- (a) The Board, through the Administration, shall attempt to have a conference with the probationary faculty member at least once each semester to discuss the overall evaluation of the said probationary faculty member.
- (b) Also, the probationary faculty member shall be evaluated by classroom visitation at least once each semester. It would be desirable to hold the evaluation throughout the probationary period within forty-five (45) class days of the beginning of the semester. A personal interview with the probationary faculty member shall be held within seven (7) days of such classroom visitation, unless it is mutually agreed upon to postpone.
- (c) A written copy of any evaluation shall be submitted to the faculty member at the time of a personal interview and the faculty member shall have the opportunity to review, discuss and retain a copy of the evaluation report. The faculty member shall have the right to answer in writing and have attached to the report any comments concerning the evaluation report. The above-mentioned evaluation report will be in writing, listing the strengths and deficiencies, and will attempt to give a definite recommended program of improvement. The Board agrees to maintain the evaluation reports of the probationary teachers in one file.
- (d) The Board and the Association will cooperate in an attempt to improve the probationary evaluation procedures.

Section 15: The administration must require students to follow the College Student Handbook process for complaints regarding faculty members whenever possible. If a complaint(s) about a faculty member is regarded as serious, the Association should be notified in a timely manner in order to offer support to the faculty member through the Faculty Assistance and Mentoring (FAM) program.

Administrators will not reduce a student complaint regarding a faculty member to writing until a conference with the faculty member is held. In the event the complaint is reduced to writing, and is to become a part of the personnel file, the faculty member will be furnished a copy of the letter being placed in the member's personnel file.

Section 16: When the President or designee arranges an interview with a faculty member for the purpose of reprimand or disciplinary action, the President, designee and/or the faculty member shall have the right to request a representative of the Association to be present.

Section 17: If the total on-campus FTE enrollment during the regular academic year remains within ten percent (10%) of that of the 1992-1993 on-campus FTE regular academic year enrollment, the number of full-time faculty positions funded through institutional funds will remain at a minimum of ninety-three (93). The FTE on-campus regular academic year enrollment for 1992-1993 is three thousand one hundred sixty (3160). This FTE enrollment for subsequent years will be annually provided to the KFA President and will be determined by taking the total number of regular on-campus credit hours during the academic year and dividing by twenty-four (24).

Section 18: Association President's Release Time – The College shall provide at no cost to the Association, three (3) contact hours of paid release time or overload during the Academic Year.

Section 19: The Association President may authorize up to four (4) days of paid leave for Association business. The College must be notified of the Association's need for such leave twenty-four (24) hours before the leave is scheduled to occur unless conditions exist that make the notice not possible.

Section 20: Association Office/Storage Space – The College shall provide without cost to the Association office space which will be shared by all three (3) bargaining units by January 2010.

Article IV DEDUCTIONS FOR PROFESSIONAL DUES
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Section 1: Each bargaining unit member shall, as a condition of employment, (1) on or before thirty (30) days from the first day of active employment or the effective date of this Agreement, whichever is later, join the Association, or (2) pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. The Service Fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCL 408.477 and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association.

- (a) Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the Administrative Procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
- (b) Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions to the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedure outlined in the MEA Constitution, Bylaws and Administrative Procedures.
- (c) Due to certain requirements established in court decisions, the parties acknowledge that the amount of the Service Fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year

(December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation Service Fee by non-members shall be activated no earlier than thirty (30) days following the Association's notification to non-members of the Service Fee for that given school year.

Section 2: In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

- (a) The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires.
- (b) The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
- (c) The Association shall have complete authority to compromise and settle all claims which it defends under this section.

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

Section 3: The deduction of membership dues shall be made bi-weekly from regular check payment in nineteen (19) deductions. In the case in which there are less than nineteen (19) pay periods, the additional deductions shall be taken in the last regular check payment. The Board agrees promptly to remit all monies so deducted according to directions of the Association, accompanied by a list of instructors from whom deductions have been made.

Article V CONDITIONS OF EMPLOYMENT

Section 1: The parties recognize that the principle of professionalism does not lend itself to a fixed number of hours. It is also recognized that within the one hundred sixty-eight (168) day standard academic year each faculty member will incur professional tasks that require time spent outside of that teaching classes. These tasks include, but are not limited to: grading student work preparing lessons; meeting and consulting with students concerning course work; attendance at College staff meetings; professional development classes, seminars and workshops, serving on College committees or task forces; and other tasks as are occasionally requested by College administrators. While attendance at College sponsored curricular and co-curricular functions and activities is voluntary except when an instructor has previously accepted a specific assignment, both parties encourage attendance at those activities as an extension of professionalism.

Section 2: Preferred minimum educational requirements for faculty members shall be a Master's Degree in the subject matter, or its equivalent, directly relating to the teaching job or areas of assignment being filled.

Section 3: The full-time teaching load for a faculty member during the academic year shall be considered to consist of fifteen (15) contact hours per week except as provided below:

- (a) Faculty instructing classes that have a semester hour to class hour ratio of one (1) to one (1) will be scheduled for fourteen (14) to sixteen (16) contact hours per week. Faculty instructing laboratory-lecture or lecture-activity combinations or pure activity courses will be scheduled for fifteen (15) to eighteen (18) contact hours per week.
- (b) Faculty members in the Health Technology programs will be scheduled up to a maximum of forty (40) contact hours per year and the maximum number of contact hours per semester will not exceed twenty-two (22). Nursing faculty load shall be fourteen (14) to sixteen (16) contact hours per semester if assigned didactic courses only; sixteen (16) to eighteen (18) contact hours per semester if they are assigned a combination of didactic and simulation or lab; eighteen (18) to twenty (20) contact hours per semester if they are assigned to teach one (1) or more clinical sections. Didactic courses shall be loaded first. The Board reserves the right to reduce the teaching load of those Health Technology faculty designated by the Board as coordinators and/or program planners.

- (c) A contact hour shall be defined as fifty (50) minutes of instruction, inclusive of laboratory periods. When a semester is fourteen (14) weeks or fifteen (15) weeks in length the amount of instruction offered during the semester shall be eight hundred (800) minutes per contact load hour. This time may not be reduced in lieu of internet based instructional activities unless the instructional design of the hybrid course has been approved by the on-line curriculum development committee (OCDC) prior to teaching the course.
- (d) The full-time load for Counseling and Learning Resource Center faculty shall be eight (8) hours per day.
- (e) The full-time load for Industrial Trades and Office Information Technology faculty who teach open entry courses shall be thirty (30) contact hours per week. Faculty teaching open entry courses should integrate reasonable break times throughout their regularly scheduled instructional day. Faculty who teach a portion of their load as open entry will be loaded in a proportionately equivalent manner.
- (f) In addition to regular assignments, faculty may be employed to perform services for business and industry, customized training, program planning and development, and activities at the RMTC. The faculty member employed on a split load will have the load pro-rated between traditional assignment and non-traditional assignment. This will be done based on a pro-ration of the traditional load with the overall calculation based on a thirty (30) hour week.

The training assignment contracts will be scheduled during the one hundred sixty-eight (168) day standard academic year contract with the specific training days to be developed mutually by the faculty trainer and the Administration to meet the needs of the customer.

- (g) In the mutual interest of assuring that students get the highest possible quality of instruction and clarifying the quantity of time spent teaching that reasonably would allow for quality instruction to occur, the College and the Association agree to the following:
 - 1. The amount of overload that may be taught by a bargaining unit member will be limited to fifty percent (50%) of that faculty member's full-time load as defined in the Agreement.

2. This limitation applies only to the academic year within which the faculty member is fulfilling their basic contractual obligations (e.g. for most faculty this would be the regular academic year).
3. Any faculty compensation for non-bargaining unit work will be excluded from this limitation.

Section 4:

(a) Chairs/directors and bargaining unit members in each area of responsibility and/or department shall meet for the purpose of distributing and scheduling available assignments for the staffing of classes for the ensuing semester. Every reasonable effort by chairs/directors and faculty members shall be made to fulfill load requirements. Overload classes may also be addressed at this time.

1. Each faculty member shall be scheduled for classes according to Section 3 above, as is appropriate.

Scheduling of available assignments shall take into consideration issues such as being on more than one campus site per day, number of campus sites per week, earliest class assignment following preceding latest class assignment, number of consecutive days of class assignments, and any other issues that the bargaining unit members and the department chair/director considers to be of importance.

In the event the faculty cannot reach mutual agreement, the department chair shall adjudicate the assignments by adhering to the same considerations. After adjudication by the department head, if the schedule is not resolved satisfactorily for all concerned, the matter will be referred to the appropriate dean for a final decision.

2. It is understood that faculty will be scheduled for classes based on student enrollment. Full-time faculty will be given scheduling priority for all course sections.

(b) Department chairs/directors shall provide all bargaining unit members in their area of responsibility and/or department a proposed list of classes to be taught by them, honoring the compiled scheduling lists from Section 4(a) whenever possible. This proposed list of classes

shall be provided prior to the date the window closes for support staff to input schedules into the College's management information system for the ensuing semester, and shall reflect full load for each bargaining unit member whenever possible. Overload classes may also be addressed at this time.

- (c) Each department chair/director shall meet with each faculty member in their area of responsibility/department for the purpose of finalizing each proposed faculty member's list of classes to be taught for load/overload, after providing all bargaining unit members in their area of responsibility with a written proposed list of classes to be taught by them as set forth in Section 4(b) and prior to the date that the listing of classes is available to be viewed on the College's management information system and the schedule is sent to the Printer. Department chair/directors shall work with their assigned faculty to develop a mutual understanding of how their respective load/overload will be calculated. Calculations for any overload classes and optimization of load shall be finalized subject to Section 4 (d) and/or (e) below at this time.
- (d) If bargaining unit members and chair/director are unable to reach mutual agreement in Section 4(c), they shall meet with the appropriate dean for review.
- (e) If changes need to be made to a bargaining unit member's finalized list of classes as set forth in Section 4(c) after mutual agreement between the faculty member and the chair/director has been reached, the chair/director and affected bargaining unit member shall meet to discuss how the changes will impact load/overload. Faculty members retain the right to refuse overload.

Section 5: Any instructor overload shall be voluntary. Any accepted overload shall be compensated according to the overload rate given in Appendix A and shall be paid in regular paychecks over the registration period.

Based upon past enrollment patterns and upon mutual written agreement, faculty may elect to defer pay for a maximum of two (2) sections or six (6) credits, whichever is greater, taught as overload in the fall semester. This option is available in areas to be designated in a Letter of Understanding in March of each year. If a full teaching load is not available at the close of spring semester registration, the faculty member may utilize the deferred overload as part of the spring semester assignment. If a full assignment in

a faculty member's normally scheduled week is available at the close of registration, the faculty member will receive during the spring semester the appropriate compensation for the deferred overload in one or more installments at the option of the faculty member.

Section 6: If a member is unable to acquire a full instructional load in their identified area(s) of responsibility, they may request approval of the Vice President of Instruction to be allowed to instruct in an area(s) of responsibility not previously assigned as a means of remaining on full-time status. Such member must be qualified to instruct in the area(s) of responsibility requested. A member allowed to instruct in an area(s) of responsibility under this circumstance does not acquire seniority rights within the new area(s) of responsibility.

Section 7: The academic week shall be defined as Monday through Friday. Saturday and Sunday classes shall be assigned to full-time faculty on a voluntary basis except for faculty members employed to teach on Saturday and/or Sunday.

Section 8:

- (a) During the standard academic year (the fall and spring semester from Appendix C), faculty members can be scheduled for classes between the hours of 8 a.m. through 10 p.m., for a maximum of five (5) days each week.
- (b) It is not the intent of this section to prohibit present full-time faculty members from accepting overloads, nor does it preclude a faculty member from volunteering to teach outside of the normal day, week, or year.

Section 9: The number of students assigned to classes shall be limited by existing practices and reflect the institution's mission to provide a quality learning experience for each student. Normally expected class size may be waived by administrative action, after consultation with the instructor(s), dean and/or department chair/director involved.

Section 10: An instructor shall normally be assigned no more than three (3) separate preparations per registration period unless deemed necessary by the Administration to meet the needs of the students and/or insure a balanced departmental offering. It is understood that class assignments must be made according to the needs of the students. Department chair/directors will endeavor to work out mutually satisfactory schedules

for instructors and class assignments with their respective faculty members. If schedules satisfactory to the needs of the students cannot be arrived at in this manner, the Administration will make the final decision, giving appropriate consideration, insofar as is practicable, to the recommendation of the faculty members and the department chair/director.

Section 11: All members of the instructional faculty are expected to be available during the college day for consultation with students. Additionally, the parties recognize that a variety of technologies allow for and often necessitate communication between faculty and students away from campus. Instructors shall post the following office hours on their office door during those periods of the college week when they have no scheduled classes. Instructors shall hold office hours as follows:

- (a) Health technology faculty, industrial trades faculty, and office information technology faculty assigned to teach at least fifteen (15) hours of open entry, open exit coursework shall have four (4) hours per week - two (2) hours of which may be held virtually; and
- (b) All other instructors shall have seven (7) hours per week - three (3) hours of which may be held virtually.

On one (1) contractual workday during a work week a faculty member may perform virtual office work in lieu of coming to campus if the faculty member is not scheduled to teach on that work day.

Section 12: The College policy requires that each recognized "chartered" student group have an advisor. Faculty members are encouraged to serve as advisors to those groups whose purposes are related to their interest and background.

Section 13: Instructor attendance at all College sponsored extra-curricular functions and activities are voluntary except when an instructor has previously accepted a specific assignment. Instructors attending those functions for which academic attire (caps and gowns) is required shall have said attire furnished by the College.

Section 14: The Board shall provide each faculty member with office space and equipment such as a desk, chair, computer, side chair, filing cabinet, telephone, and bookcase for effective instructional preparation and function. The faculty member shall make reasonable effort to keep the equipment thus furnished in good condition.

Section 15: Secretary-receptionists will be assigned to each faculty department for a minimum of four (4) hours daily when the College is in session. It is recognized that secretary absenteeism, due to illness and/or other emergencies is beyond the control of the Board and the Association.

Section 16: The Board shall continue to provide free parking facilities that are exclusively for faculty and staff use. The Board will furnish parking decals at no charge.

Section 17: Under no circumstances should a member be assigned in an area in which the member has no formal preparation. In occupational curricula, formal preparation may also involve trade school and related work experience.

Section 18: Effective August 16, 1995 any faculty member who assumes a regular administrative position shall forfeit all rights and privileges as a faculty member.

This will not apply to a faculty member who accepts a temporary administrative position for up to one (1) year. This temporary time period may be extended by mutual consent due to unusual circumstances or events.

Section 19: Each faculty member shall be entitled to academic freedom of discussion within the classroom as long as the discussion is pertinent to the subject under study within the area of the member's professional competency. When a faculty member speaks, writes or endorses products or candidates as a citizen, the member is obligated to make certain that such endorsements or statements imply no endorsement by the College.

Section 20: Any full-time faculty member who is assigned duties in more than one (1) department has full voting rights in all departments to which the member is assigned.

Section 21: It is understood and agreed that any new policies and/or regulations relating to salaries, hours and conditions of employment are subject to good faith negotiations between the Board and the Association. It is understood and agreed by the Association that, in the interest of meeting unforeseen situations and still maintaining the continuity of the operations of the College, it may be necessary for the Board to implement such new policies and/or regulations prior to an opportunity to negotiate with the Association with respect to such matters. Such implementation is mutually understood to be only for the period of such emergency and, in such event,

it is agreed that the parties hereto shall, as soon as is practicable, but within thirty (30) calendar days thereafter, enter into negotiations concerning such changes.

Section 22: If any faculty member perceives any obviously unsafe or hazardous condition that endangers the health and safety of employees or students, the member shall notify the department chair/director in writing.

- (a) In case of injuries or emergency health conditions of students or faculty, the switchboard or the College emergency number shall be called.
- (b) The College switchboard shall be in operation from 7:30 a.m. to 4:30 p.m. from Monday through Friday. During hours when the switchboard is not in operation and College classes are held, the College phone mail system will be operational. The phone mail system will be set for all incoming trunk calls to be transferred to College security as deemed necessary by the caller. At a minimum, at the beginning of each semester, the board will notify each faculty member of the emergency extension number for contacting security.

Section 23: The academic calendar year shall be developed cooperatively by the Board and the Association, and it will be Appendix C to this Agreement. This calendar shall be the basis for determining the faculty member's contract year.

- (a) The academic year shall be one hundred sixty-eight (168) days, or their equivalent, within thirty-six (36) weeks on a standard academic year contract that begins up to seven (7) week days before the start of classes in the Fall semester and ends on the day of Spring Commencement. The first three (3) days faculty return prior to the start of the Fall and Spring semesters are reserved for the sole purpose of faculty preparation.

Effective with the Fall 2009 semester a standard academic year shall contain one hundred sixty-eight (168) faculty workdays scheduled as indicated below:

- One hundred fifty (150) days of instruction (fifteen [15] weeks x five [5] days x two [2] semesters);
 - Seven (7) days of administrative interaction (four [4] days in Fall and three [3] days in Spring semesters);
 - Three (3) final grade days;
 - Seven (7) faculty preparation/interaction days (three [3] days in Fall and four [4] in Spring semesters); and
 - One (1) day for Commencement.
- (b) A faculty member's assignment shall be for a maximum of five (5) days per week unless the member volunteers to work additional day(s).
- (c) Learning Resource Center faculty shall be scheduled for a two hundred fifteen (215) day extended standard academic year. Faculty and Administration will create a mutually agreed upon schedule to be finalized no later than July 1 for the following academic year.
- (d) Faculty may be scheduled for non-standard academic year contracts under the following conditions:
1. Health Technology faculty and Industrial Trades faculty who as of August 15, 2007 are under contract to teach in addition to the standard one hundred sixty-eight (168) day academic year will teach under an academic year contract with an addendum paying them on a daily pro-rated basis for the number of instructional days required in the program. The daily pro-rated pay rate will be 1/174th of the faculty member's base salary. As an example, a faculty member with two hundred nineteen (219) contractual instructional days will receive the standard one hundred sixty-eight (168) salary and an additional 1/174th of the standard salary for each of the fifty-one (51) days in excess of the standard one hundred sixty-eight (168) day work year.
 2. Faculty teaching a non-standard academic year (number of approved contractual days) in Health Technology programs will be given an academic year contract with benefits as described in the Master Agreement.

3. Faculty not teaching the full number of days in the academic year calendar will have fringe benefits pro-rated except the insurance programs which will be provided in full.
4. The “work year” for counselors shall be August 15 to August 16 of the succeeding year. There shall be a scheduling meeting of the affected counselors and the administration for the counseling services at least ninety (90) days prior to the start of each of the work years for the purpose of scheduling the Counseling Center staff for the ensuing work year. This scheduling meeting will be for the purpose of scheduling the counselors using the following parameters:
 - (a) Each counselor shall be scheduled for two hundred fifteen (215) eight (8) hour days, or its equivalent, during the work year at all college sites, day and/or evening assignments. The counselors’ supervisor shall make an effort to provide equitable distribution and available assignments.
 - (b) It is understood that scheduling of counselors must be made according to the needs of the students. If schedules satisfactory to the needs of the students cannot be arrived at through the process of this scheduling meeting, the Administration will make the final decision, giving the appropriate consideration, insofar as practicable, to the recommendation of the counselors.
 - (c) Faculty and Administration will create a mutually agreed upon schedule to be finalized no later than July 1 for the following academic year.
 - (d) Off days will be scheduled in blocks of five (5) or more days unless the individual counselor and the Administration agree to a mutually different method.
 - (e) There shall be no less than four (4) academic advisors scheduled to work on a College work day with the possibility of all academic advisors being assigned during peak times. Said peak times shall be determined from the prior year’s documentation and anticipated program development.

5. Faculty employed on a non-standard academic year contract from January 1 through August 15 may be required to begin their assignment five (5) week days prior to the first contractual day of the spring semester for faculty on a standard academic year contract.
6. Industrial Trades faculty who as of August 15, 2007 are assigned to teach on a two hundred twenty-five (225) day contract shall be assigned to a two hundred nineteen (219) days non-standard academic year contract. In August of each year, the Administration will endeavor to work out mutually satisfactory schedules with the involved faculty.

Future programs approved by the Board which necessitate the hiring of faculty on a non-standard academic year contract will be discussed with the Association.

Medical-surgical clinical nursing sections may be scheduled between 6:45 a.m. and 10 p.m., Monday through Friday, as follows:

Full-time faculty between 6:45 a.m. and 5 p.m.;

Clinical assistants between 6:45 a.m. and 10 p.m.

Faculty scheduled for these classes shall receive additional compensation, beyond that provided otherwise in the Agreement, for the time before 8 a.m. calculated as follows:

Full-time faculty - one-half ($\frac{1}{2}$) overload hour for every semester contact hour;

Clinical assistants - 0.5 times weekly salary from Appendix A, Section 6, for every semester contact hour.

Section 24:

- (a) In the event of an enrollment decrease, or a decline in credit hours generated within an area(s) of responsibility, or a program change which affects an area(s) of responsibility, or a change in financial conditions, the Board may find it necessary to adjust assignments and decrease staffing.

The Board may cause the appropriate and necessary number of faculty to be placed on layoff. Within any area(s) of responsibility in which a reduction is necessary, the following order will be used:

1. Adjunct faculty.
2. Probationary faculty in inverse order of seniority.
3. Tenured faculty in inverse order of seniority.

Any faculty member who has been reduced under the procedures above may exercise their seniority rights by displacing a faculty member within the affected area(s) of responsibility who has less seniority, provided the more senior member is qualified for the position.

- (b) A faculty member placed on layoff shall be recalled to the first vacancy, in their former area(s) of responsibility, according to seniority.
1. Such appointment shall not result in loss of status or credit for previous years of experience.
 2. If a full-time position is not available, the Board will give the member the opportunity to accept available part-time assignments for which the member may be qualified. Remuneration would be determined on a pro rata basis. Fringe benefits will be provided on a pro rata basis for those employed half-time or more.
- (c) A faculty member on layoff may refuse recall to a position(s) that is not equivalent to their last position and retain all recall rights until such equivalent position is offered or seniority is otherwise terminated according to Article VI, Section 1.

Article VI SENIORITY, VACANCIES AND TRANSFERS
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Section 1:

- (a) Seniority for a faculty member shall begin on the first day of employment in a permanent bargaining unit position.

- (b) Seniority shall terminate when:
 - 1. The faculty member resigns.
 - 2. The faculty member dies.
 - 3. The faculty member is discharged for cause.
 - 4. The faculty member fails to complete the probationary period.
 - 5. The faculty member remains on lay off for more than four (4) calendar years.
 - 6. The faculty member accepts a permanent administrative position.

Administrative staff employed before July 1, 1995 shall retain bargaining unit seniority rights notwithstanding (6) above.

- (c) A seniority list shall be provided annually to the Association upon request.

Section 2: Notice of any full-time or regular part-time administrative position or faculty position shall be posted and shall be given to the Association President for distribution of the information to the faculty five (5) business days before the request is advertised externally. In the event the opening arises during the summer (May 15 to August 1 of each year), the information will be mailed to the Association president at their home address ten (10) business days before the position is advertised externally. Faculty members interested in the position(s) shall have five (5) business days after the posting or notification to the Association President to apply for the position to the College personnel office. In filling such vacancies within a department, the administration may request, at its option, a collective recommendation of the faculty as to the filling of the vacancies.

All applications from within the College, for faculty or administrative positions shall be reviewed. A determination will be made by the Administration as to whether the search process will remain internal or be extended outside of the College and the internal applicants will be advised of the status of the search process prior to public advertisement of the position.

If, among those applying for a faculty vacancy, the qualifications of two (2) or more applicants (external or internal) are relatively equal, preferential consideration will be given to the present bargaining unit members possessing such qualifications on the basis of seniority.

In all cases the administration shall make the sole decision as to which applicant best meets the needs of the College for the position.

The present faculty members who have been denied the appointment to the positions for which they applied will be so advised in writing.

A faculty member who bids on and is appointed to a regular position in a new area(s) of responsibility shall be subject to a one (1) year evaluation that shall include academic knowledge and understanding in the new area(s) of responsibility. If the evaluation is unsatisfactory, the faculty member shall return to the member's previous area(s) of responsibility.

The Administration may post and fill the vacancy created by a current faculty member transferring to a new area(s) of responsibility in accordance with above on a temporary basis for no longer than one (1) year.

Section 3:

- (a) Area(s) of responsibility are identified in Appendix E.
- (b) A faculty member assigned to an area(s) of responsibility shall have "bumping" rights within only those area(s) of responsibility.
- (c) A faculty member may volunteer, with administrative consent, to teach in an area(s) of responsibility to which the member has not previously been assigned under any of the following conditions:
 - 1. The faculty member is unable to acquire a full academic "load" within the member's identified area(s) of responsibility and the member is qualified to teach in the area(s) of responsibility requested; or
 - 2. The faculty member is willing to teach in another area(s) of responsibility for which the member is qualified to make available class "load" for a less senior member.

3. If a faculty member volunteers to teach in an area(s) of responsibility under either of the above two (2) conditions, the member does not acquire the new area(s) of responsibility with "bumping" rights as defined in (b) above.

Section 4: In the event the Board creates a new full-time or regular part-time administrative or faculty position, the College President shall inform the President of the Association of the new position at least five working days prior to the posting or public announcement. A copy of the proposed posting and a complete job description will be included in this information. In the case of an administrative position a job description will be provided to the Association after the Hay position description and evaluation process is completed.

Article VII LEAVES OF ABSENCE
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Section 1: Each regular full-time faculty member, during their period of appointment, shall accumulate sick leave at the rate of one (1) day per month to be used in case of personal illness or quarantine or the serious illness of the current spouse or child living in the same household. On the last pay date of the appointment year any unpaid sick days not reimbursed for lack of accumulation at the time of occurrence shall be reimbursed to the extent available through subsequent accumulation. At the end of each academic year, any unused portion of the twelve (12) days leave shall accumulate for the usage for the above enumerated reasons in future years. The maximum accumulation shall be two hundred twelve (212) days.

- (a) A faculty member who holds an appointment but never reports for work shall receive no sick leave pay.
- (b) A faculty member who is necessarily absent due to an injury or disease compensable under the Michigan Worker's Disability Compensation Law shall receive from the employer the difference between what the member would have received in regular salary for the duration of such necessary absence, but not to exceed ten (10) months with no subtractions from sick leave if said employee was either on a twelve (12) month contract or had a letter of appointment for a twelve (12) month period of time.

Section 2: Leave, not to exceed three (3) calendar days with pay, will be allowed for each death in the immediate family or household. Family is defined as father, mother, parent-in-law, sibling, sibling-in-law, step-child, adopted child, child or then-current spouse. One (1) calendar day with pay shall be allowed for the death of an aunt, uncle, grandparent, grandchild, niece or nephew.

- (a) A faculty member may request from the President or designee additional leave.
- (b) Such bereavement shall not be counted against sick leave.

Section 3: A faculty member will be granted up to five (5) days leave with pay to be deducted from sick leave to attend to the illness of grandparents, parents, parents-in-law, siblings, siblings-in-law, or children-in-law.

Section 4: From one (1) to three (3) days per year may be used for business or legal transactions, counseling or diagnostic services, or personal circumstances that cannot be attended to outside the normal working day. The proper form shall be submitted to the Vice President for Instruction at least two (2) days in advance of the date the leave is to be used. A copy of the form must be submitted to the appropriate Chairperson at the same time. Faculty members need not state the nature of the personal circumstances. A verbal request will be considered if the emergency is of a nature to make the advance request impossible, but must be submitted in writing upon return to work. If a proper leave form is not submitted prior to the use of the personal leave the faculty member must submit a form within two (2) days of his/her return. The individual may request additional days without pay.

Section 5: A faculty member shall be excused from work for jury service or if the member is subpoenaed as a witness by anyone empowered by law to compel attendance by subpoena. The faculty member's immediate supervisor shall be notified of the jury summons or subpoena as soon after receipt as practicable, and a request for leave shall be made on the proper form. Such faculty member shall be paid the difference between the member's regular pay and the fee the member receives for acting as a juror or witness. Such leave shall not be deducted from any other leave covered in this Agreement.

Section 6: Full-time, permanent faculty members shall be eligible to apply for a sabbatical leave after each six (6) consecutive years of teaching for the College. A faculty member on unpaid leave shall retain all credit toward sabbatical leave, but shall not accrue additional credits toward sabbatical leave while on such leave. The eligible faculty member may be granted a sabbatical leave of absence for up to one (1) year for the purpose of travel or study in pursuit of wider knowledge and greater skills in the member's teaching position. The faculty member shall be paid one-half ($\frac{1}{2}$) of what the member normally would have received as base salary during the period the member is on leave, provided the member signs an agreement to return to the College at the beginning of the next semester and to remain for at least one (1) full year for each semester of leave granted or refund the salary while on such leave within thirty (30) days of the sabbatical's scheduled end. No more than three (3) faculty members may be granted such leave in any one (1) school year.

Faculty members desiring a sabbatical leave must make application at least three (3) months prior to the close of the preceding academic year. Faculty desiring to extend their sabbatical leave may make such requests to the President of the College at least three (3) months in advance of the anticipated start of the desired extension of leave. Special consideration may be given for unusual circumstances that prevent application before deadline date.

Section 7: Upon approval by the administration, a faculty member shall be released without loss of pay to provide reasonable representation at appropriate educational meetings and educational conferences depending upon the distance.

Section 8: Upon application, a leave of absence of one (1) year may be granted to any tenured faculty member for the purpose of advanced study. The Board may extend such leave an additional one (1) year upon request. Upon return from such a leave, the faculty member shall be placed at the position on the salary schedule that the member would have been placed had the member taught at the College during such period.

Section 9: Upon application for exchange teacher positions under either national or international programs, leave may be granted to tenured faculty members. Any faculty member granted an exchange leave shall be compensated on the basis of said faculty member's regular salary status. Any period served as an exchange teacher shall be considered as time taught with the College for the purpose of the salary schedule.

Section 10: A military leave of absence shall be granted to any faculty member who shall be inducted or who shall enlist for one (1) enlistment period for military duty in any branch of the Armed Forces of the United States. Military leave shall also be granted for periods of time for the purpose of fulfilling commitments to the National Guard or any reserve component of the United States Armed Forces. 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 the member would have been had the member taught at the College during such period. Sick leave credits may accumulate during the period of such absence to a maximum of twenty (20) days. In keeping with current practice, short-term military leaves shall be paid by the Board with the Board making up the difference between the contractual salary of that leave period and the salary paid by the Government for military services.

In cases where the faculty member has a choice of time of duty, the faculty member shall discuss the matter with the administration and attempt to choose the period that least interrupts the member's College responsibilities.

Section 11: Upon application, a leave of absence of up to one (1) year shall be granted to any faculty member for the purpose of serving as an officer of any professional association or on its staff. The Board may extend such leave beyond the one (1) year limit if it so desires. Upon return from such leave, such faculty member shall be placed at the same position on the salary schedule that they would have been had they taught in the College during such period.

Section 12: The Board shall grant a leave of absence without pay (or increment) of not less than one (1) semester nor more than one (1) year to any faculty member with three (3) or more years of continuous service with the College to campaign personally for or serve in a public office. The member may request an extension of the leave of absence if elected to the State Legislature or Congress.

Section 13: Maternity leave shall be granted upon request, with as much advance notice as practicable. The employer reserves the right to request a physician's certification that the employee is physically capable of

performing the duties to which the employee is assigned until the time of leave and upon return from leave. Such leave shall be granted without pay or increment for a period not to exceed two (2) semesters beyond the date on which the leave became effective. Upon request, the Board may extend such leave. All or any portion of a maternity leave may, at the faculty member's option, be charged to her available sick leave.

Section 14: Leaves of absence without pay not to exceed two (2) years duration will be granted to faculty members who join the Peace Corps, Vista or Teacher Corps as full-time participants in such programs, provided notification to the President of intent to apply for such leave is made by April 1 for the ensuing academic year. Any period so served shall be treated as time taught for the purpose of salary schedule.

Section 15: Any faculty member may make application for up to a year's leave of absence without pay necessitated by the faculty member's extended illness. Such leave may be extended at the end of the year. After an extended illness the Board may request that the faculty member present a statement from a physician certifying the faculty member's physical fitness for return to work.

Section 16: A faculty member on unpaid leave shall retain all credit toward sabbatical leave, but shall not accrue additional credits toward sabbatical leave while on such leave.

Section 17: Faculty members with paid leave will be given all fringe benefits. Faculty members with unpaid leave will have group life insurance coverage continued based upon the faculty member's last annual salary with the premium paid by the Board for at least one year. Faculty members with unpaid leaves may maintain other fringe benefits at their own cost.

Section 18: Reasonable efforts will be made upon return from a leave of absence to assign the faculty member to the same or a comparable position.

Section 19: Faculty members on unpaid leave will not gain increments in the salary schedule unless specified in said leave policy.

Section 20: Two (2) days leave per year with pay shall be available to the Association for use by faculty who are officers or representatives of the Association. Notification of use shall be submitted in writing one week in advance of the leave. As in past practice, the Board may request a follow-up report of the activity.

Section 21: The College Family and Medical Leave Policy, as adopted March 15, 1994, shall govern the granting of leaves covered under the Family and Medical Leave Act.

Article VIII PROFESSIONAL IMPROVEMENT
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Section 1: Faculty members are eligible to apply for grants toward the cost of tuition under any fund the Board administers for this purpose. The Association is also to have a representative on the committee that recommends to the Board the recipient of such grants.

Section 2: Faculty members and their present spouses and dependent children, as defined by the Internal Revenue Service, are to be granted tuition-free entrance to any Kellogg Community College sponsored class. Standard registration procedures are to be followed. In case of the employee's death while employed at the College, the benefit shall be extended for eligible dependents at the time of the employee's death for the duration of time the dependents meet the eligibility requirements.

Section 3: In order to support continuous improvement of teaching and learning, both the Association and Administration recognize the importance of a formative evaluation process. To conduct this process, each tenured faculty member will follow a four-part Formative Evaluation Program (FEP). The four parts consist of (I) Student Evaluations, (II) Observation, (III) A Professional Effectiveness Plan (PEP), and (IV) An annual Review Meeting (ARM). The program will be based on criteria outlined in the FEP Handbook according to faculty assignment. The purpose of the FEP is for the professional growth of the individual member and is not to be used for any disciplinary or summative process.

- (a) Any data or reports collected under the FEP cannot be used for any summative process without the written permission of the faculty member acting on the advice of the Association. All elements of the program will be confidential. The institution may utilize aggregate data for the purpose of reporting institutional effectiveness.
- (b) Positions under Appendix B may be included in the FEP.
- (c) It is assumed that each tenured faculty member is already competent in the member's area(s) of responsibility and has the ability to continue to improve their competency.

- (d) The details of this program, outlined in the FEP Handbook, will be considered part of the Kellogg Faculty Association Collective Bargaining Agreement.

Article IX INSURANCE

Section 1: The Board will provide health insurance for each faculty member and dependent coverage for immediate family (spouse and dependent children under age [twenty five] 25) from the date of enrollment as described below. Individual members of the faculty who require health insurance may opt to enroll in MESSA PAK A .

1. MESSA PAK A (Employees electing MESSA Choices II health enrollment)
 - a. Health Insurance MESSA Choices II with \$10/\$20 RX
Effective January 1, 2010 MESSA Adult Immunization Rider
 - b. Dental Insurance MESSA Delta Dental Plan
Class I, II, III & IV 80/80/50/50;
Class I, II, III annual max: \$1,000.00; Class IV lifetime max: \$1,200.00
Two cleanings per year
No adult orthodontics or sealants
 - c. Vision Insurance VSP-3
 - d. Life Insurance 1.5 times the individual salary amount

- e. Long Term Disability
 - 60% of Maximum Eligible Salary
 - \$4,000.00
 - 90 Calendar Days
 - Modified Fill Elimination Period
 - COLA – No
 - Alcohol/Drug – Two Years
 - Mental/Nervous – Two Years
 - 5% Minimum Payout
 - Pre-existing Limits Waived
 - Family Social Security Offset

- 2. MESSA PAK B (Employees waiving health enrollment)
 - a. Dental Insurance
 - MESSA Delta Dental Plan
 - Class I, II, III & IV 80/80/50/50;
 - Class I, II, III annual max: \$1,000.00; Class IV lifetime max: \$1,200.00
 - Two cleanings per year
 - No adult orthodontics or sealants

 - b. Vision Insurance
 - VSP-3

 - c. Life Insurance
 - 1.5 times the individual salary amount

 - d. Long Term Disability
 - 60% of Maximum Eligible Salary
 - \$4,000.00
 - 90 Calendar Days
 - Modified Fill Elimination Period
 - COLA – No
 - Alcohol/Drug – Two Years
 - Mental/Nervous – Two Years
 - 5% Minimum Payout
 - Pre-existing Limits Waived
 - Family Social Security Offset

e. Cash Payment in Lieu of Insurance

A cash payment in the amount of \$5,151.00 for 2009-2010 shall be paid in two (2) installments:

- 1) \$2,550.00 in August 2009; and
- 2) \$2,601.00 in February 2010.

The amount for the 2010-2011 academic year shall be determined by increasing the amount of \$5,151.00 by the same percentage rate as any salary increase, or if faculty receive no raise, shall be \$5,151.00. The 2010-2011 academic year payment shall be paid in two (2) equal installments, payable as follows:

- 1) August 2010; and
- 2) February 2011.

Section 2: It shall be the responsibility of the faculty member to comply with the enrollment dates established by the company and inform the Board with appropriate forms of any changes in the member's insurance status.

The medical coverage shall be for a full twelve (12) months and shall be effective for the life of this Agreement or through the last month of active employment for faculty terminating prior to the end of the contract year. An open enrollment period shall be provided each year. Once the change has been submitted it cannot be revoked until the next open enrollment change period unless an IRS qualifying event occurs.

Section 3: The group life insurance policy that is furnished to each permanent faculty member with a face value equal to one and one-half (1.5) times the faculty member's annual base salary shall be rounded to the next highest one hundred dollars (\$100) (unless already a multiple of one hundred dollars [\$100]). Such policy shall provide double the above recited benefits in case of accidental death and triple the benefits in case of death resulting from an injury incurred while a passenger on a commercial carrier.

- (a) To fulfill the above, the employer shall not be required to duplicate any other coverage resulting from other benefits provided herein.

- (b) Upon being hired, subject to insurability, faculty member shall be permitted to purchase supplementary life insurance with a face value up to one and one-half (1.5) times the faculty member's annual base salary rounded to the nearest one hundred (\$100) under the master policy.
- (c) At time of retirement or resignation, the employee may convert this group life insurance policy to any standard policy written by the insurance company for the age bracket involved at regular premium rates to be paid by the employee.

Section 4: The Board will provide each faculty member with comprehensive public liability insurance in an amount not less than one hundred thousand dollars (\$100,000.00) for each occurrence or accident. Coverage shall be sufficiently broad to protect faculty members involved in extra-curricular activities carried on directly or indirectly under the auspices of the Board or its representatives.

Section 5: The cost increases for insurance coverage shall be shared equally by the College and the employee enrolled in the health insurance. The determination of the increase amount shall be as follows:

1. (a) Effective July 1, 2009 the amount of \$12,375.00 shall be established as the base year amount for those on the Plan "A", reflecting a one (1)-year only increase in contribution by the College of one hundred fifty dollars (\$150.00). Effective July 1, 2010, the base year amount shall revert back to \$12,225.00.
- (b) The difference between the base year amount and the rates for the College fiscal year shall be shared equally between the College and the employee enrolled in the health insurance.
- (c) Beginning July 1, 2010 the College's contribution in 5 (a) above will consist of the base amount of \$12,225.00, plus fifty percent (50%) of the increase in the premium of PAK A from 2009-2010 to 2010-2011.

Section 6: The Board will provide a Medical Expense Reimbursement Account and a Dependent Child Care Account through Section 125 of the Internal Revenue Code as permitted by law.

Article X RETIREMENT

Section 1: The Board agrees, during the life of this agreement, to continue the present Retirement Program and Tax Sheltered Annuity Plan on the same conditions as prevailed prior to the execution of this agreement or as amended by law.

Section 2: Upon retirement under the provisions of the State Retirement Act or the College Optional Retirement program, a full-time faculty member who is eligible to begin drawing annuity immediately and chooses to do so shall be paid at their last annual rate based upon a two hundred (200) day year for each accumulated sick leave day up to one hundred (100) days. If the member returns to the College for employment, for any reason, the Board will not be responsible for these benefits a second time. The faculty member must have been an employee of the College for a period of ten (10) years to be eligible for this benefit. Payment for this benefit will be made as a 403(b) contribution. The faculty member will choose from a list of approved 403(b) vendors and the College will make payment directly to the vendor. Payment will be made within thirty (30) days of the employee retirement date, or when the employee provides the College's Human Resources department with the employee's 403(b) account number, whichever is later. If the employee's sick/retirement payment exceeds the current IRA limitation, the remaining monies will be paid in subsequent years, up to the current IRA limitation, for up to five (5) years. No taxes or FICA will be withheld from the payment. The employee will be required to pay taxes on funds at the time they make withdrawals from the investment vehicle.

In the event of the death of the faculty member prior to receipt of the above payment, the payment shall be remitted to the faculty member's beneficiary on record as of the date of retirement. In the event no beneficiary was on record, the payment shall be made to the estate of the faculty member. Said payment to the beneficiary or estate shall be made according to the above schedule.

Section 3: The Board agrees to continue to provide payment of the faculty member's contribution to the Michigan Public School Employees Retirement Fund or the TIAA-CREF Optional Retirement Plan.

Section 4: Voluntary Retirement Program

(a) A member who was employed by the College prior to December 31, 2009 and gives formal written notice of retirement to the Board of Trustees at least six (6) months prior to their retirement date shall be eligible for a retirement supplement to acquire additional years of service credit. Eligibility is subject to the following:

1. The member must be eligible for and choose to begin drawing a retirement annuity from the Michigan Public Schools Employees Retirement System (MPERS) immediately upon leaving the employment of the College or be enrolled in TIAA-CREF and having the age and service requirements to immediately begin drawing an annuity from MPERS as if the member had been enrolled in MPERS.
2. The member must have been an employee of the College for a period of fifteen (15) consecutive years immediately preceding the announced retirement date.
3. Each member who selects the retirement supplement shall be treated as a resignation and shall not be eligible for any benefits or employment rights including Unemployment Compensation except those expressly provided herein.
4. Any member who has applied for this retirement supplement must be actively employed on regular status on the effective date of the employee's retirement.

(b) The Board shall remit a sum of money to the eligible employee according to the following years of the College service schedule:

At least fifteen (15) but less than eighteen (18)	\$ 3,000
At least eighteen (18) but less than twenty-one (21)	\$ 6,000
At least twenty-one (21) but less than twenty-three (23)	\$ 9,000
At least twenty-three (23) but less than twenty-five (25)	\$12,000
At least twenty-five (25)	\$15,000

Article XI GRIEVANCE PROCEDURE

Section 1: A grievance is a claim based upon an event or condition which affects the welfare or conditions of employment of a faculty member or a group of faculty members and/or the interpretation, meaning or application of any of the provisions of this agreement. It is expressly understood that a claim based upon an event or condition which does not affect the welfare or conditions of employment of a member of the unit described in Article I shall not constitute a grievance. Copies of all documents created in each step of the Grievance Process shall be forwarded by the Vice President of Instruction to the Director of Human Resources. A College Grievance file shall be maintained as a file separate from employee files for the purposes of maintaining accurate records of ongoing personnel issues, periodic review for ensuring College-wide consistencies and ensuring understanding of how individual group grievances may impact other employees.

Section 2: FIRST STEP. In the event that a faculty member or group of faculty members or the Association believes they have a basis for a grievance, they shall first informally discuss the grievance with their department chair/director or the appropriate administrator.

Section 3: If, the result of the informal discussion with the department chair/director or appropriate administrator, does not resolve the grievance, the grievant and/or the Association may submit a written grievance to the same administrator with whom the informal discussion was held.

To be processed hereunder, a grievance must be reduced to writing, stating the facts upon which it is based, when they occurred, and specifying the section(s) of the contract which allegedly has been violated. The grievance must be signed by the faculty member, group of faculty members or the Association representative filing the grievance and must be presented to Vice President for Instruction, with a copy to the appropriate dean, within thirty (30) business days following the event upon which the grievance is based. The Vice President for Instruction shall give a written decision, with the reasons therefore, to the aggrieved faculty member, if any, and the Association representative within five (5) business days following the date upon which the written FIRST STEP grievance was received by the administrator.

Section 4: SECOND STEP. If the faculty member, group of faculty members, or the Association representative is dissatisfied with the written First Step answer and wishes to appeal such decision, the member must, on

the member's own behalf or through the Association, appeal the decision in writing. The appealing party must submit a copy of all preceding written statements of the grievance and of decisions of previous authorities directly involved in the First Step. The appeal is to be made to the President or designee within five (5) business days after receipt of the First Step written response. The President and/or designee shall meet with the aggrieved faculty member, or faculty members, if any, and/or the Association representative within five (5) business days after receipt of the notice of appeal to discuss the grievance. Either party shall have the right to have witnesses present at such hearing and the Association may, if it so elects, have a permanent staff representative(s) present. The President or designee shall give a written decision with respect to the grievance, with the reasons therefore, to the aggrieved faculty member, if any, Association representative, department chairman and the dean involved within five (5) business days after the SECOND STEP hearing.

Section 5: THIRD STEP. If the grievance has not been settled in the foregoing steps, the aggrieved faculty member, group of faculty members or the Association representative may within five (5) business days after receipt of the Board's Second Step decision, advise the President, in writing, of the intent to enlist the services of a mediator from the Michigan Employment Relations Commission. The Association representative and permanent staff representative(s) shall meet with a state mediator and a committee designated by the President to consider the grievance as soon as the mediator and the parties are available. Within five (5) business days after such meeting, the chair of the Board's committee shall give a written decision, with the reasons therefore to the aggrieved faculty member, or group of faculty members, if any, the Association representative and permanent staff representative and the President, department chair/director, and dean involved.

Section 6: FOURTH STEP. If the grievance has not been settled in the foregoing steps and the matter is to be further appealed, the aggrieved faculty member, group of faculty members or Association representative shall, within five (5) school days after receipt of the Board's Third Step decision, advise the President, in writing, of the desire to appeal the matter to the Board of Trustees. The President shall promptly forward a copy of the grievance and all previous decisions to the Chairman of the Board of Trustees. Within thirty (30) calendar days following the date of appeal at this step, said Board or committee of Board members by it designated shall meet to consider the grievance. The decision of the Board or its designated committee, with its reasons, shall be communicated in writing to the aggrieved faculty member, group of faculty members or Association

representative and permanent staff representative, the President, department chairperson and dean involved within five (5) school days following date upon which the Board or its designated committee takes formal action on such grievance.

Section 7: It is understood and agreed that a grievance shall not be initiated at a level below that at which the facts upon which it is based, occurred. This, however, shall not preclude an oral discussion at the initial level.

Section 8: The time limits specified in of this Article may be extended by mutual agreement of the administration and the faculty member, group of faculty members involved and/or the Association representative. If a grievance which has not been settled at any step of the grievance procedure is not appealed by the faculty member, group of faculty members or Association, on its own behalf, to the next succeeding step within the time limits provided for such appeal, such grievance shall be considered as having been withdrawn and shall bar further action on such grievance. If a grievance is not answered by the Board within the time limit specified for such answer at any step of the grievance procedure, the faculty member, group of faculty members and/or Association representative shall be entitled to appeal the grievance to the next step of the grievance procedure within the time limits provided had the decision been rendered on time.

Section 9: All discussions with respect to the grievance shall be kept confidential by the parties involved during the procedural steps of the efforts to resolve the grievance provided that either party may release pertinent information to any or all personnel related to the grievance in accordance with prevailing applicable law.

Section 10: No ruling or adjustment shall be contrary to any provisions of this agreement.

Section 11: It is agreed that the denial of tenure to a faculty member shall not be proper subject for the grievance procedure.

Section 12: Hearings and conferences referred to in this Article shall be held at those times most convenient and least disruptive of the teaching and administrative assignments of those involved. In order to achieve this end, hearings and conferences will be scheduled, insofar as possible, at times when none (or the least number) of the involved faculty members have scheduled classes. If it is not possible to schedule a hearing or conference at a time when involved faculty members are free from class assignments, such faculty members shall suffer no loss of pay for time necessarily spent in such meetings, provided:

- (a) Prior to such meeting, the faculty member instructs the scheduled class(es) as to what substitute and/or related activity it is to engage in during or in lieu of such class period; and, provided further,
- (b) A faculty member whose attendance as a witness of such meeting is necessary in order to present as support pertinent facts involved in the subject under discussion shall be permitted to attend such meeting only for the period of time necessary to elicit the information the member has to offer. Such decisions as to who shall be entitled to be present as witnesses at hearings, conferences and/or meetings shall be mutually agreed upon by the administration and the Association representative, provided that either the Association or the Board may have two (2) College associated witnesses without mutual consent.

Section 13: If the grievant wishes to discuss the grievance with a supervisor, the grievant is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and an opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this agreement.

Section 14: Except through mutual agreement by the parties involved, any agreement or judgment reached through the grievance procedure must be implemented within fifteen (15) calendar days.

Article XII TENURE

Section 1: The purpose of this section shall be to define probationary periods, tenure and discharges.

Section 2: Probationary Period.

- (a) New faculty members shall be on probationary status according to the following:
1. Full-time faculty members shall be on probation during the first three (3) years of full-time regular employment, or
 2. Less than full-time faculty members shall be on probationary status for up to six (6) semesters within a maximum five (5) year period. Said semesters may not necessarily be consecutive. The five (5) year maximum may be extended with approved leave(s) of absence.
- (b) Faculty members may be tenured in the following categories:
1. instructor;
 2. counselor;
 3. librarian.
- (c) No faculty member shall be required to serve more than one (1) probationary period in the College except as set forth in Article VI, Section 2, and as follows:

A faculty member changing from one tenure category to another shall serve an additional four (4) semester probationary period with the possibility of an additional two (2) semesters with the approval of the parties. Approved leave(s) of absence could extend this probationary period.

If the member serving this additional probationary period is deemed unsatisfactory for tenure, then the affected member shall return to a position in the previous tenure category and in an area(s) of responsibility for which the member is qualified. In the event there is no vacancy, a less senior, if one exists, employee shall be placed on layoff.

- (d) In the event that a faculty member had been granted tenure by another controlling board, the member may at the option of the Board be placed immediately on tenure, or at any time during the period described in (a).
- (e) Probationary letters of appointment for probationary faculty members will be renewed if both the faculty member and the Board desire such renewal. The Board shall notify the probationary faculty member, in writing, sixty (60) calendar days prior to the expiration of the member's existing contract or by March 15, whichever occurs first, with a definite written statement as to whether or not the member's work has been satisfactory. Probationary faculty instructing under a non-standard academic year contract will be notified in writing sixty (60) calendar days prior to the expiration of their existing contract as to whether their work has been satisfactory. Failure to submit the written statement shall be considered as conclusive evidence that the faculty member's contract will be renewed. Any probationary faculty member not on tenure shall be employed for the ensuing year unless notified in writing at least sixty (60) calendar days before the close of the member's contract that their services will be discontinued.
- (f) A faculty member employed for three (3) or more consecutive temporary appointments shall begin the probationary period at the beginning of the fourth (4th) temporary appointment.

Section 3: Tenure

- (a) After the satisfactory completion of the probationary period, the faculty member shall be granted tenure by the College Board and shall not be dismissed except as hereinafter provided.
- (b) A faculty member may discontinue service with the Board prior to July 1 for the next academic year. After July 1, the faculty member may discontinue service only by mutual consent of the Board and faculty member.
- (c) Any faculty member on tenure who is laid off because of a necessary reduction in personnel shall be appointed to the first vacancy for which the member is qualified pursuant to Article V, Section 25.

Section 4: Discharge

- (a) Discharge of a faculty member under tenure may be made only for reasonable and just cause, and after charges, notice and hearing and determination thereof, as hereinafter provided.
- (b) All charges against a faculty member shall be made in writing, signed by the appropriate administrative official, and filed with the Board at least sixty (60) calendar days before the close of the academic year. In the event the Board determines that such charges should be pursued, it shall furnish the faculty member with a written statement listing the charges and shall at the option of the faculty member, provide for a hearing regarding the charges to be scheduled within thirty (30) calendar days after the filing of such charges.

On the filing of charges with the faculty member, the Board may suspend the accused faculty member with or without pay from active performance of all duties or a portion of duties until a decision is rendered by the Board, provided that if the decision of the Board is appealed and the Commission reverses said decision of the Board, the faculty member shall be entitled to all salary lost as a result of such suspension.

- (c) The hearing shall be conducted in accordance with the following provisions:
 - 1. The hearing shall be private or may be public at the request of the faculty member involved.
 - 2. No action shall be taken resulting in the dismissal of a faculty member except by a majority vote of the members of the Board.
 - 3. Both the faculty member and the Board may be represented by counsel.
 - 4. Testimony at the hearing shall be taken on oath or affirmation.
 - 5. The Board shall employ a stenographer who shall take a full record of the proceedings of such hearing and who shall, within ten (10) calendar days after the conclusion thereof, furnish the Board, Tenure Commission and the faculty member affected thereby with a copy of the transcript of such record, which shall be certified to be complete and correct.

6. The Board shall have the power to subpoena witnesses and documentary evidence, and shall do so on its own motion or at the request of the faculty member against whom the charges have been made. If any person refuses to appear and testify in answer to any subpoena issued by the Board, the board may petition the Circuit Court requesting the court to issue its subpoena commanding such person to appear before the Board.
 7. The Board shall provide its decision in writing within seven (7) calendar days after the termination of the hearing.
- (d) If the faculty member appeals the decision of the Board, they may appeal said decision to any member of the Tenure Commission as provided below; the appeal must be made in writing within seven (7) days of the receipt of the Board's decision. The Tenure Commission shall provide for a hearing within ten (10) days from the date of the appeal. The hearing will be conducted as provided in Section 4(c) except the word "Board" will read "Tenure Commission" in Section 4(c) 1, 2, 6, 7.
1. Said Tenure Commission shall be composed of two (2) faculty members appointed by the Association and two (2) College administrators appointed by the Board and a 5th member selected from the community by the four (4) appointed members.
 2. The appointed members will be selected within thirty (30) days of faculty ratification of the Master Agreement. The Tenure Commission will be responsible for selecting a slate of probable candidates for the fifth position on the Tenure Commission.
 3. The Tenure Commission's decision shall be binding on both parties and shall be transmitted to the parties involved by registered letter within seven (7) days after the termination of the hearing.
 4. The Board of Trustees and the Kellogg Faculty Association will equally share the following expenses encumbered by the Tenure Commission:
 - a. Stenographer;
 - b. Manuscript costs up to a maximum of seven copies;

- c. Transportation, meals, and lodging of the fifth (5th) person if necessary.

Section 5: Faculty members previously granted tenure by the College Board shall have tenure under this article.

Article XIII PROFESSIONAL COMPENSATION

Section 1: Present faculty members will advance one (1) step on the salary schedule for each future year of experience until such time as they will reach the top of their appropriate level. Faculty members, who begin work after January 1, 1988 will be credited, for salary schedule purposes, with one (1) year of credit for each two (2) years of related work experience and/or one (1) year of credit for each one (1) year of prior teaching experience not to exceed in the aggregate total of ten (10) years credit. For 2003–2004, the academic year will not be included for faculty advancement on the salary schedule, nor will said year be included at a future date.

Section 2: A faculty member employed an additional number of days outside of a standard academic year, extended standard academic year, nonstandard academic year, excluding faculty teaching on the overload basis during the interim and summer sessions, will be compensated at a daily rate equivalent to the member's basic annual salary divided by the number of days in the standard academic year.

Section 3: Deductions may be authorized and shall be executed for any of the following:

- (a) Association dues and representation fees;
- (b) Tax deferred deductions forwarded to MPSERS to pay for the purchase of additional retirement service credit;
- (c) Kellogg Community College Foundation;
- (d) Tax Sheltered Annuity (T.S.A.) contracts shall be available to all Internal Revenue Service qualified plans which are able to fit within the payroll deduction system;
- (e) United Way;

- (f) Food Bank of South Central Michigan;
- (g) College's computer loan program; and
- (h) Such others as mutually agreed upon by the Association and the Board.

Section 4: The salary of each faculty member shall be paid on a bi-weekly nineteen (19) or twenty (20) pay period basis; however, a faculty member may elect to have his/her pay distributed on a bi-weekly twenty-six (26) or twenty-seven (27) pay period basis over the contract year. Faculty members who work in addition to the normal academic year shall be paid in bi-weekly periods over the period worked.

Section 5: Salary checks will be distributed through direct deposit into the faculty member's bank account or mailed by Human Resources personnel unless otherwise mutually arranged by the Administrative Services Department and the faculty member(s) involved.

Article XIV GENERAL

Section 1: All physical and psychological health examinations required by the Board shall be at no expense to the faculty member.

Section 2: The faculty role concerning the selection of textbooks shall remain as it was prior to the execution of this agreement.

Section 3: Copies of this agreement shall be made readily available to all faculty members employed by the Board at no expense to the faculty members or to the Association. This Agreement will be posted on the college website and every faculty member shall receive one (1) digital copy of this agreement via email attachment. The Association shall also be provided with twenty-five (25) printed copies of this Agreement.

Section 4: This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual faculty member's letters of appointment heretofore in effect. All future faculty members' letters of appointments shall be made expressly subject to the terms of this Agreement. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Board.

Section 5: If any provision of this agreement or any application of the agreement to an employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Board and the Association shall enter into collective bargaining within fifteen (15) days of official notification for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 6: The Association agrees that, during the life of this agreement, it shall represent, equally, all faculty members within its jurisdiction, regardless of their membership or non-membership in the Association.

Section 7: The Board has a statutory obligation, pursuant to the Michigan Public Employees Act Number 336 of the Public Acts of 1947, as amended, to negotiate with the Association as the sole and exclusive collective bargaining representative of the College professional personnel, as defined in Article I of this agreement.

Section 8: The Association shall have the opportunity to discuss with the Board its position on contemplated millage questions before the final millage requests are set.

Section 9: The appropriate faculty members will have an opportunity to consult with the College administration in areas of curricula, financial and long-range College development prior to the implementation, adoption and/or general publication. Examples of such areas of faculty involvement and institutional development are as follows:

- (a) College building programs;
- (b) Departmental (capital outlay) requests;

- (c) Scheduling of regular departmental meetings;
- (d) Textbook selection;
- (e) Curriculum changes; and
- (f) Academic standard.

Section 10: The final decision-making authority and responsibility of the above section is vested in the Board.

Section 11: The Board and Association agree that it is in their best interest to have a continuing dialogue between representatives of the Administration's executive leadership and the Association on issues that each wishes to discuss. The parties agree to meet at least once during each academic semester. The date of any meeting and the agenda will be jointly developed by the Administration and the Association at least seven (7) business days prior to the meeting date.

Section 12: A six (6) person committee comprised of three (3) Administrative staff and three (3) faculty members shall be appointed by their respective leadership within the collective bargaining process to collaboratively determine how simulation-laboratory time shall be compensated or incorporated into nursing faculty load. Any consensus or agreement reached by the members of this committee shall be incorporated into Article V – CONDITIONS OF EMPLOYMENT Section 3 (b) of this Agreement.

Section 13: Neither the College nor the Association shall discriminate against any person on the basis of race, gender, marital status, creed, religion, color, national origin, veteran status, physical or mental disability, age, height, weight, or sexual orientation in violation of any applicable federal, state or local law or regulation. Discrimination on the basis of physical and mental disability shall be deemed to include the failure to make or agree to reasonable accommodation to the known physical or mental impairments of an otherwise qualified individual with a disability.

Section 14: The parties shall initiate negotiations for the purpose of entering into a successor Agreement during April of the year in which the Agreement expires.

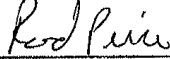
Section 15: The College's Intellectual Property Rights Policy was developed mutually by the Association and the Administration. The Association and the Administration shall agree upon proposed changes to this policy prior to presenting those changes to the Board.

Article XV
DURATION OF AGREEMENT

This agreement shall be effective as of the 16th day August, 2009, and the terms and provisions thereof shall remain in full force and effective through the 15th day of August, 2011.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement in Battle Creek, Michigan on the 7th day of December, 2009.

Kellogg Faculty Association,
MEA/NEA




Rod Price
President

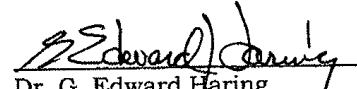
Kellogg Community College



Jonathan D. Byrd
Chairman of the Board
of Trustees



Craig Mack
Chief Negotiator



Dr. G. Edward Haring
College President

APPENDIX A

Section 1: Salary Schedule

For 2009-2010, all economic items in Appendix A and Appendix B shall be increased by one percent (1%) over the 2008-2009 amounts with the exception of the annual longevity payment which shall be increased to \$2,059.00 for thirteenth (13th) year through nineteenth (19th) year and \$2,590.00 for twentieth (20th) year and over. All faculty members on salary steps below the maximums shall advance one (1) step.

For 2010-2011, all economic items in Appendix A and Appendix B shall be increased by one percent (1%) over the 2009-2010 amounts unless the base State Appropriation for the College for the 2010-11 fiscal year is less than \$8,380,620.00. If base state-appropriation for the College in 2010-2011 is less than \$8,380,620.00, all economic items in Appendix A and Appendix B shall remain unchanged from the 2009-2010 amounts. However, all faculty members who are on the salary step schedule below the Step 12 maximum shall advance one (1) step. All faculty members at or above Step 12 shall receive a one (1) time off-schedule lump sum payment of two hundred fifty (\$250.00).

Faculty Salary Schedules for 2009-2010 are found below.

2009-2010

Step	Non Degree	BA	MA	MA+30	MA+60
0	\$ 33,570	\$ 37,691	\$ 41,306	\$ 43,029	\$ 44,739
1	\$ 35,196	\$ 39,843	\$ 43,832	\$ 45,557	\$ 47,278
2	\$ 36,926	\$ 42,104	\$ 46,500	\$ 48,241	\$ 49,974
3	\$ 38,680	\$ 44,403	\$ 49,197	\$ 50,943	\$ 52,694
4	\$ 40,449	\$ 46,730	\$ 51,932	\$ 53,696	\$ 55,455
5	\$ 42,249	\$ 49,084	\$ 54,700	\$ 56,475	\$ 58,248
6	\$ 44,052	\$ 51,469	\$ 57,508	\$ 59,297	\$ 61,082
7	\$ 45,915	\$ 53,887	\$ 60,351	\$ 62,149	\$ 63,948
8	\$ 47,783	\$ 56,334	\$ 63,230	\$ 65,046	\$ 66,856
9	\$ 49,677	\$ 58,813	\$ 66,153	\$ 67,968	\$ 69,825
10	\$ 51,589	\$ 61,327	\$ 67,951	\$ 70,945	\$ 72,778
11	\$ 53,523	\$ 63,878	\$ 72,092	\$ 73,941	\$ 75,795
12			\$ 75,476	\$ 77,349	\$ 79,217

2010-2011 – To Be Determined

Annual Longevity Payment	2009-10	2010-11
13 th through 19 th year	\$2,059.00	To Be Determined
20 th year and over	\$2,590.00	To Be Determined

Section 2: Course Work

For faculty members who have completed courses related to their area(s) of responsibility or approved in advance by the Board, the Board shall pay the tuition costs and universally applied fees for credits completed at public institutions of higher education within the state of Michigan. For credits completed from other institutions of higher education, payment for tuition and universally applied fees shall be capped at a mutually agreed upon average of tuition and universally applied fees for the appropriate degree level of credit. The six institutions to be averaged shall be the following: University of Michigan, Michigan State University, Western Michigan University, Central Michigan University, Grand Valley State University, and Ferris State University. Credit acquired “on-line” from a public institution(s) established or headquartered outside the state of Michigan shall be considered non-Michigan Institutions of higher education credits. The

Board shall also pay the required books costs for faculty for any such approved course. An intent to register form shall be completed prior to enrollment in the course(s) and documentation of costs and completion will precede payment. A faculty member on a leave(s) of absence is ineligible for this benefit.

Section 3:

- (a) Overload and Summer School Pay

Year	Per Semester Contact Hour
2009-2010	\$682.00
2010-2011	To Be Determined

- (b) Industrial Trades Pay:

Year	Hourly Rate
2009-2010	\$27.56
2010-2011	To Be Determined

- (c) Contract/Customized Training Pay:

Overload compensation for business and industry/customized training will be paid according to past practice.

Section 4: Travel Support for Contractual Load Assignments

- (a) A stipend in the amount of one hundred dollars (\$100.00) per semester shall be paid to each faculty member who, as part of his/her regular load, teaches at more than one (1) site during the semester.
- (b) Each faculty member who, as part of his/her regular load, teaches at more than one (1) site on the same day shall be paid mileage at the current IRS rate between each site. The faculty member shall also be paid mileage for the distance between the last work site and the first work site or his/her residence, whichever is less. Classes taught anywhere within the City of Battle Creek are considered to be at a single site.

- (c) In the event a faculty member is required, as part of his/her regular load, to work at more than two (2) work sites per day, the time required to travel between the second (2nd) and all subsequent sites shall be paid in accordance with the paragraph below. Travel time will also be paid if the person is required to travel to more than eight (8) sites per week. The time paid shall be that spent traveling to the ninth (9th) and any subsequent sites. This travel time payment shall be in addition to the mileage payment in (a) above.

A travel time payment shall be equal to one-half (½) of the payment for teaching an overload class pro-rated on an hourly basis. The travel time will be estimated at the beginning of the class and paid according to salary payment guidelines.

Section 5:

- (a) Health Technology faculty teaching at clinical sites other than Leila and Community Hospitals will be compensated according to the provisions of Section 4 above.
- (b) Faculty supervising students in varied clinical sites will submit a mileage (trip) record to the designated administrator every two (2) weeks.

Section 6:

- (a) Clinical assistants shall be paid using the following two-tier rate:

<u>Assignment</u>	<u>Year</u>	<u>Salary per Week</u>
Tier 1	2009-2010	\$469.00
	2010-2011	To Be Determined
Tier 2	2009-2010	\$572.00
	2010-2011	To Be Determined

Fringe benefits provided by the Board are limited to payments for the Michigan Retirement Plan.

The standard assignment for clinical assistants ranges from eight (8) to twenty-four (24) contact hours per week. Only in the event the administration is not able to find another qualified clinical assistant, an individual's schedule may vary as long as it does not exceed a total of seven hundred twenty (720) contact hours in an academic year (twenty-four [24] hours per week x thirty [30] weeks).

Association and Administration representatives agree to create a clinical assistant recruitment committee, consisting of two full-time faculty members and the Assistant Director of Nursing Education to develop and assist with clinical assistant recruitment strategies. This committee will meet as necessary and will review a complete accounting of all clinical assistant loads prior to the start of each semester. Furthermore, the Administration agrees that it is not in the best interest of the institution to hire clinical assistants for more than a standard load in any given semester and commits to attempt to avoid this situation occurring in the future by increasing the effort to recruit a sufficient number of clinical assistants.

- (b) The Tier 1 assignments for clinical assistants are based upon sixteen (16) hours per week of clinical instruction and the accompanying preparation and support activities in the following:

EMT 110, Medical First Responder Training, lab portion
EMT 121, Basic Emergency Medical Technician Skills Lab
EMT 123, Basic Emergency Medical Technician Clinical Internship
EMT 163A, Skills Lab I
EMT 163B, Skills Lab II
EMT 164A, Paramedic Clinical Internship I
EMT 164B, Paramedic Clinical Internship II
DEHY 110, Pre-Clinical Dental Hygiene
DEHY 111, Dental Hygiene Clinic I
DEHY 121, Dental Hygiene Clinic II
DEHY 231, Dental Hygiene Clinic III
DEHY 241, Dental Hygiene Clinic IV
MELA 260, Coordinated Clinical Practicum
MELA 265, Advanced Clinical Practicum
NURS 105, Nursing Assistant Training Program
RADI 122, Clinical Practice I
RADI 132, Clinical Practice II
RADI 210, Clinical Practicum
RADI 222, Comprehensive Clinical Experience I
RADI 231, Comprehensive Clinical Experience II

PTA 110, Fundamentals of Physical Therapist Assisting
 PTA 112, Kinesiology I
 PTA 114, Physical Therapy Modalities
 PTA 116, Kinesiology II
 PTA 120, Neurological
 PTA 121, Functional Techniques
 PTA 218, Focused Neurology
 PTA 219, Advance Intervention
 PTA 221, Clinical Experience
 PTA 224, Coordinated Clinical Experience I
 PTA 225, Coordinated Clinical Experience II
 PTA 226, Clinical Exploration

- (c) The Tier 2 assignments for clinical assistants are based upon sixteen (16) hours per week of clinical instruction and the accompanying preparation and support activities in the following:

NURS 145, The Science of Nursing
 NURS 150, Chronic Physiologic Integrity
 NURS 155, Family Processes
 NURS 271, Health Promotion/Maintenance
 NURS 276, Psychosocial Integrity
 NURS 280, Acute Physiologic Integrity
 NURS 285, Management/Leadership in Nursing

Section 7: Faculty members engaged in independent study techniques of instruction based upon approved learning contracts with individual students shall be compensated at the following rates:

<u>Year</u>	<u>Per Credit Hour Generated</u>
2009-2010	\$45.36
2010-2011	To Be Determined

The maximum number of learning contracts to be approved per instructor shall not normally exceed four (4) per semester. The participation of faculty members in independent study techniques of instruction is voluntary.

Section 8: A faculty member engaged in course instruction based wholly upon directed group study techniques will work with a small group of students through an outline of activities which places significant responsibility upon the students for managing their own learning. The outline of activities shall be approved by the immediate supervisor prior to

the initiation of instruction. The faculty member shall devote a minimum of one-half ($\frac{1}{2}$) the course contact hours to directing and guiding the learning in scheduled meetings. The number of contact hours credited to the faculty member's workload or the overload compensation paid shall be one-half ($\frac{1}{2}$) that which is normal to the course. The participation of faculty members in directed group study techniques of instruction is voluntary.

Section 9: Compensation for Certification

The Board recognizes that there are several full-time faculty who are required to acquire credentials within their specific area of responsibility in order to be appropriately qualified to teach their courses. These non-academic credentials are often in the form of certifications, licenses, or certificates. Additional compensation may be awarded to such faculty if determined by the Non-Academic Credential Compensation Committee (NACCC) to meet one of the following criteria.

Tier 1:

Formal Coursework – The credential requires that an individual successfully complete coursework through an organization that is accredited or at least recognized within the specific field of study as a legitimate source of instruction. The coursework must also be completed outside of time that is considered contractual and completion of the course must require evidence of competency through some form of assessment.

Faculty who petition the NACCC and are determined by the NACCC to meet the Tier 1 criteria in completion of the acquired credential shall be compensated a stipend equal to one half ($\frac{1}{2}$) the overload rate of pay for one (1) contact hour for said credential.

Tier 2:

Foundation Development – A faculty member is required to obtain a credential or develop new skills in a content area that, although related to their current area of responsibility, requires foundational learning and the acquisition of a substantially new base of knowledge and expertise. This type of preparation may require the formal coursework as described in Tier 1, as well as a significant amount of work in new course development.

Faculty who petition the NACCC and are determined by the NACCC to meet the Tier 2 criteria in completion of the acquired credential shall be compensated a stipend equal to the overload rate of pay for one (1) contact hour for said credential.

Stipends will not be awarded for work associated with normal course enhancements such as adoption of new textbooks, updates in existing software (excluding courses based on software), or any improvements in instructional design or improvements in instructional design or pedagogy.

The NACCC shall be a five-person committee made up of three administrative staff and two faculty members appointed by their respective leadership within the collective bargaining process.

The NACCC shall create the petition form for compensation of credentials and determine the protocol and timeliness for the petition process.

Awarding of the stipend shall be approved by Academic Cabinet. Academic Cabinet shall base the award on the recommendation by the NACCC.

Section 10: Development and Delivery of On-Line, Internet-Based Instruction

The development and delivery of on-line, Internet-based instruction is becoming a more significant portion of the educational programming offered by the College. The parties have agreed that these events require changes in the agreements about the contracted work of the faculty and create an interest in defining compensation for the development of web-based courses. To that end, the parties agree to the following:

1. If an instructor develops an online course, the instructor has the option of either accepting college support and a stipend from the college (as defined below) or not.
2. A stipend shall be paid to faculty for the development of approved on-line courses at a rate equal to the overload contact hour rate per contact hour of the course developed.
3. A distributed learning review and approval committee will be established to recommend to Academic Cabinet which proposed courses should be developed as on-line courses, which requests for college support should be granted, and will sign off on the completion of the development of an on-line course.
4. On-line courses can be used as part of a faculty member's regular load responsibilities. The contact hours for an on-line course will be equivalent to the number of contact hours listed in the college taxonomy for the course. Faculty teaching an on-line course would be

expected to spend at least sixteen (16) hours of interaction per semester with students enrolled in an on-line course for each contact hour of the course for which they are receiving load.

5. When a faculty member develops an on-line course, he or she will have the first right of refusal to teach the course.
6. Class sizes in on-line courses will be guided by similar courses offered through the Michigan Community College Virtual Learning Collaborative.

Section 11: Professional Development Fund

The Professional Development Fund shall contain \$53,570.00 in the 2009-2010 contract year. The purpose of the Professional Development Fund shall be to promote professional development of the faculty members. The fund shall be administered by the Faculty Professional Development Committee. The Committee is responsible for evaluating applications, determining the appropriate measures of accountability to assure that funds will be expended in a fiscally responsible manner and for the intended purpose of the Fund, and making awards from the Fund. Uses of money from the Fund shall include costs of attending seminars or workshops, and any other activities as might be appropriate to promote professional development. Authorized expenditures of money from the Fund shall be administered according to policies established by the Board. This Fund is to be in addition to any other restricted funds that are made available to the College for the purposes of professional development.

Section 12: Faculty Mentoring Fund

The Board shall establish a fund in the amount of five thousand one hundred fifty-one dollars (\$5,151.00) for the purpose of mentoring and assisting all faculty members to maintain professional excellence and to foster a campus culture that values and rewards teaching. The fund shall be administered by the Faculty Assistance and Mentoring (FAM) Committee. Uses of money may include hiring speakers for the advancement of teaching and learning, training and compensating faculty mentors to assist faculty, and compensating faculty mentors who substantially help in running the FAM program. Any faculty member who assists in this program as a mentor is not acting in a supervisory or evaluative capacity. Funds that are unused in this program by March 1 of the contract year shall be applied to the Professional Development Fund.

<p>APPENDIX B CO-CURRICULAR ACTIVITIES</p>
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Faculty will have the option of:

1. Receiving Appendix B salary as overload (in addition to base salary) or
2. Using the annual load equivalency as part of base load.

Position	Salary 2009- 2010	Salary 2010- 2011	Equivalent Annual Load
Women's Volleyball	\$4756	\$4851	7.2 credit hours
Men's Basketball	\$6500	\$6630	9.8 credit hours
Women's Basketball	\$6500	\$6630	9.8 credit hours
Women's Softball	\$4438	\$4527	6.7 credit hours
Men's Baseball	\$5550	\$5661	8.4 credit hours
Men's Soccer	\$3329	\$3396	5.0 credit hours
Concert and Director	\$1591	\$1623	2.4 credit hours
Instrumental Director	\$2386	\$2433	3.6 credit hours
Student Newspaper (Bruin News)	\$3368	\$3435	5.1 credit hours
Literary Publication	\$2386	\$2433	3.6 credit hours
Vocal Director	\$2386	\$2433	3.6 credit hours
Eclectic Chorale Director	\$2386	\$2433	3.6 credit hours
Theatrical Coordinator	\$2386	\$2433	3.6 credit hours
Forensics Debate	\$2386	\$2433	3.6 credit hours
Play Directors (per production)	\$2528	\$2578	3.8 credit hours
Art Exhibit Director	\$2386	\$2433	3.6 credit hours

*For a minimum of five (5) exhibits

Assistant Coaches: Thirty-five percent (35%) of the corresponding coach's stipend

**APPENDIX C
KELLOGG COMMUNITY COLLEGE
COLLEGE CALENDARS**

2009-2010 ACADEMIC YEAR

September 3 – Classes Start

November 26, 27 – Thanksgiving Break

December 21 – Classes End

December 22 – Grading Day

January 7, 8, 11 – Administration Interaction Days

January 12, 13, 14, 15 – Faculty Preparation Days

January 18 – MLK Day

January 19 – Classes Start

April 2-9 – Spring Break

May 10 – Classes End

May 11, 12 – Grading Days

May 13 – Commencement

2010-2011 ACADEMIC YEAR

August 24, 25, 26, 27 – Administration Interaction Days

August 30, 31, Sep. 1 – Faculty Preparation Days

September 2 – Classes Start

November 24-26 – Thanksgiving Break

December 20 – Classes End

December 21, 22 – Grading Days

January 6, 7, 10 – Administration Interaction Days

January 11, 12, 13, 14 – Faculty Preparation Days

January 18 – Classes Start

April 4-8 – Spring Break

April 22 – Good Friday

May 9 – Classes End

May 10, 11 – Grading Days

May 12 – Commencement

2011-2012 ACADEMIC YEAR

August 25, 26, 29, 30 – Administration Interaction Days

August 31, Sep. 1, 2 – Faculty Preparation Days

September 6 – Classes Start

November 23-25 – Thanksgiving Break

December 19 – Classes End

December 20 – Grading Day

January 4, 5, 6 – Administration Interaction Days

January 10, 11, 12, 13 – Faculty Preparation Days

January 17 – Classes Start

April 2-6 – Spring Break

May 7 – Classes End

May 8, 9 – Grading Days

May 10 – Commencement

APPENDIX D KELLOGG COMMUNITY COLLEGE

GRIEVANCE REPORT

(Complete four copies)

Submitted to:

Name(s) of grievant:

Date filed:

Signature:_____

Statement of grievance: (Give date and nature of grievance and attach any supporting documents.)

Settlement sought:

1. The grievant acknowledges that in order for the Association to fairly represent them, the full facts must be available to the Association. Therefore, the grievant consents to the Association seeing their personnel file.
2. The following will be recorded as endorsement to this form.

Disposition at any step including the date of disposition and the signature of person making the disposition. The request to appeal including date of appeal.

APPENDIX E AREA(S) OF RESPONSIBILITY

Accounting	Industrial Trades Manufacturing
Art	Technology
Astronomy	Industrial Trades—Millwright
Biology	Industrial Trades—Pipefitting
Broadcast Communications	Industrial Trades—Plastics
Business Administration	Industrial Trades—Production
Child Care	Technology
Chemistry	Industrial Trades—Robotics
Communications	Industrial Trades—Welding
Computer Engineering Technology	Information Technology
Computer Information Systems	Journalism
Counseling	Legal Assisting
Criminal Justice	Librarian
Dental Hygiene	Mathematics
Drafting	Medical Laboratory Technology
Economics	Music
Education	Nursing
Emergency Medical Technology	Office Information Systems
English	Paralegal
Geography	Philosophy
Graphics Design	Physical Education
Health and Physical Education	Physical Therapy Assistant
History	Physics
Human Services	Political Science
Humanities—Social Science	Psychology
Humanities—Arts &	Radiography
Communications	Science
Industrial Trades—Electricity	Social Science
Industrial Trades—HVAC	Sociology
Industrial Trades—Machine	Study Skills
Trades	

APPENDIX F PAYROLL DATES

The following is the schedule of Payroll Dates for 2009-2010 and 2010-2011

Regular Faculty

	2009	2010	2010	2011
January		1, 15, 29		14, 28
February		12, 26		11, 25
March		12, 26		11, 25
April		9, 23		8, 22
May		7, 21		6, ^20
June		*4, *18		*3, *17
July		*2, *16, *30		*1, *15, *29
August	28	*13	27	*12
September	11, 25		10, 24	
October	9, 23		8, 22	
November	6, 20		5, 19	
December	4, 18		3, 17, 31	

*Additional Payroll dates for those selecting the 26 pay option, note 2009/2010 is a 20 or 26 pay year.

May be 20 pay year depending on academic schedule