

2005-08 Agreement between JCC and JCCFA

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Master Agreement

This Agreement entered into this 12th day of June, 2006, by and between the Board of Trustees of Jackson Community College, Jackson, Michigan, operating under Act 331, P.A. 1966, as amended, of the State of Michigan, hereinafter called the "College Board" and the Jackson Community College Faculty Association, hereinafter called the "Association," affiliated with the Jackson County Education Association, Michigan Education Association and the National Education Association.

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

ARTICLE I -- Recognition

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

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

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

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

ARTICLE II – Rights of the College Board and President

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

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

A. Right to Organize

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

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

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

D. Use of Facilities

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

E. Association Office

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

F. Use of Facilities and Equipment

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

G. Association Communications

Bulletin boards in faculty lounges and offices and other established media of faculty communication including electronic media shall be made available to the Association for official Association business.

H. Requests for Information

The College Board shall furnish to the President of the Association, or his/her designee, information concerning the professional staffing and financial resources of the College; agendas, minutes and all attachments of all public Board meetings; treasurer's reports; enrollment data; names and addresses and position on the salary schedule of all professional personnel in the bargaining unit. Other information which will assist in collective bargaining or the processing of a grievance will be furnished when requested by the Association.

I. Operational Changes

The President shall notify the Association as soon as possible concerning any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration.

J. Non-Discrimination

The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious, nor discriminatory, and without regard to race, creed, national origin, age, gender, marital status, religion, sexual orientation or political affiliation.

K. Affirmative Action

The College Board and the Association, in recognition of the desirability of multi-ethnic representation on the faculty, hereby mutually recognize their commitment to the Affirmative Action Plan of Jackson Community College and the goal of meeting the general characteristics of the population of Jackson County.

L. Loyalty Oath

All professional staff, including adjunct and part-time instructors, must submit the following notarized statement as required by the State of Michigan.

"I do solemnly swear (or affirm) that I will support the constitution of the United States of America and the constitution of the State of Michigan, and that I will faithfully discharge the duties of my position, according to the best of my ability."

M. Private Life

The private and personal life of any instructor is not within the appropriate concern or attention of the College Board. A faculty member shall not use his/her position in a manner that will discredit the College.

N. Report to the College Board

A report from the Association President or his/her designated representative shall appear on the Agenda of all College Board of Trustees meetings if requested prior to the start of the meeting. Such a report shall be discussed with the President of the College, or his/her designated representative, before being placed on the College Board Agenda. Whenever possible, notice shall be given twenty-four (24) hours prior to the start of the meeting.

O. Duties of Faculty Association President

The responsibility of the President of the Faculty Association shall be taken into consideration in the assignment of his/her class load and schedule. No extra-duty assignments or overload will be made unless requested by him/her.

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P. Selection of College President

The faculty will be consulted regarding the selection of the College President whenever such position is vacant or a successor is to be selected for the incumbent.

Q. Residency Requirement

Instructors are expected to live in a location from which reasonable access to the College is possible at all times

R. Rules and Regulations

Instructors are expected to comply with reasonable rules, regulations and directions adopted by the Board or its representatives from time to time which are not inconsistent with the provisions of the Agreement, although a faculty member may reasonably refuse to work under conditions which threaten physical safety or well being.

S. Instructor's Title

1. Annual Contract Faculty

All annual contract faculty shall be granted the title of Instructor.

2. Continuing Contract Faculty

The following titles shall be granted to instructors who are serving on Continuing Contracts:

Class I	Instructor (after attaining Step 10, will be Assistant Professor)
Class II	Assistant Professor
Class III	Associate Professor
Class IV	Professor
Department Chair	Professor (during tenure of office)

ARTICLE IV – Payroll Deductions

A. Association Dues

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

4. Representation Fee

In lieu of Association membership, full-time instructors may sign an authorization of deduction for an amount equivalent to the Association dues as a representation fee and deliver such authorization to the Human Resources Office with a copy to the Association Treasurer. Upon notification from the Association treasurer, the College shall establish the deduction.

B. Other

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

ARTICLE V – Conditions of Work

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

A. Duties and Responsibilities

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

B. Professional Domain

1. Teaching Assignment

a. Instructional Load

Each instructor will be responsible for a teaching load from 30 to 32 contact hours (including any credit-bearing course and/or release hours) annually which equates to one hundred and sixty (160) days. The maximum load that an instructor may teach in any one enrollment period is 25 contact hours. Concurrence of the supervising dean is required for loads in excess of 22 contact hours.

b. Reduced Load

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

c. Office Hours

(1) Sufficient time is to be given to office hours in order to allow time for individual conferences for those students requiring special help and for developing materials necessary for effective instruction. An instructor carrying a full load in Fall and/or Winter semester is expected to schedule approximately ten (10) office hours per week. Scheduling of office hours will take into consideration the number of courses an instructor is teaching in the enrollment period.

(2) Class schedules and office hours shall be posted in the instructor's office and submitted to the supervising Dean as requested.

d. Determination of Assignment

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

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

- (4) Type of student evaluation
- (5) New course preparation

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- (6) Academic Advising
- (7) Curriculum development
- (8) Teaching of credit-bearing special training courses, seminars and workshops
- (9) Internships
- (10) Release Time

e. Release Time for New Faculty

It is the expectation that a new faculty member will receive a load reduction of one 3 or 4 contact hour class in the first semester of their employment.

f. Course Cancellations – Notification of Department Chair

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

g. Course Cancellations – Effect on Instructor's Load

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

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

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

2. Non-Teaching Assignments

In addition to the classroom days (Article V.B.1.a) each instructor will also be responsible for an additional twenty-one (21) days (total 181 days).

a. Learning Days (10 days)

Will be devoted to institutional activities, including graduation, and scheduled on the academic calendar (Appendix C). The content of these days will be designated by the president or jointly planned by the supervising Dean and the department chairs.

b. Professional Responsibility Days (11 days/77 clock hours)

Provided to faculty for the purpose of completing their Annual Professional Responsibilities Plan (APRP). These responsibilities will be planned and reported on an annual professional responsibilities matrix. The Faculty Manual defining the professional domain and the annual professional responsibilities matrix will be updated periodically by the Faculty Association and the Administration.

3. Overloads

a. Definition of Overload

For purposes of pay, any assignment during the fall and winter/spring semesters in excess of 32 contact hours shall be considered an overload.

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b. Spring/Summer Overload

If the instructor has taught at least 30 hours during the fall and winter semesters, all hours taught during the spring/summer semester, if any, shall be compensated at the overload rate.

c. Maximum Overloads

Maximum overloads shall be as specified in section B.1.a of this Article.

d. Overload Contracts

Overload assignments will be authorized on supplementary contracts clearly stating the amount of the overload and compensation.

e. Instructor Interest in Overload

Full-time instructors interested in teaching an overload may so specify during the departmental planning of the schedule. If the instructor desires to teach any course(s) which would constitute an overload at anytime other than the planning of the schedule he/she should contact his/her department chair and the supervising Dean.

f. Overloads Outside of an Instructor's Discipline

The supervising Dean in consultation with the affected Department Chair shall determine instructor qualifications if the overload is not within the instructor's current discipline. Full-time instructors shall have first refusal for overloads within the instructor's teaching area. The Dean shall then authorize overload contracts based on the above. The rate of pay is specified in Appendix E.

g. Payment for Overload

Overload cannot be earned in the first semester an instructor works in any given year. Payment for overload can begin as soon as the adds and drops have been finalized in the second semester. Payout will be prorated over the remainder of the semester that the overload occurs unless the faculty member requests to be paid over the balance of the contract year. Such requests must be made in writing to Human Resources prior to overload contracts being issued.

4. Changes in Assignment

Changes in assignment may be made by the supervising Dean as enrollment circumstances dictate. The instructor will be informed immediately of such changes. If unavailable, the instructor will be notified by U.S. Mail.

5. Course Preparation

Courses not previously taught by the instructor will be assigned no less than fifty-five (55) days prior to the beginning of the course, unless agreed to in writing by the instructor. Assignment of new course preparation shall be arranged within each department.

6. Class Size

a. Taxonomy

Standards for class size in each department of the College shall be established in the taxonomy by mutual agreement in writing between the supervising Dean and the Department Chair concerned. In the event no agreement is reached, class size shall

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be assigned but subject to the grievance procedure. Class size shall be established on the basis of equity and fairness consistent with maintaining the quality of instruction at a community College level. Based on enrollment demand, the administration may increase the capacity of appropriate courses by up to two (2) students. Labs and clinical that are dependent on work stations and/or regulations are exempt.

b. Internet-Based Learning

Class size for an instructor teaching a particular course in an internet based learning format for the first time shall be capped at 15 students for the first section. Class size for additional sections of that internet based learning course shall be capped at 25 students.

c. Class Overloads

Instructors may increase established class sizes per registration period by admitting students in writing or by otherwise authorizing the administration.

7. English Composition Classes

English Composition class enrollments shall not exceed twenty-five (25) students.

8. Librarian

a. Schedule

The librarian's schedule will generally be arranged on a thirty-five (35) hour work week in the library, exclusive of lunch time. However, additional compensation (each clock hour will be compensated as stated in Appendix E) will be given when additional time (in excess of 1190 hours annually) is scheduled by the supervising Dean. Librarians may be requested to work up to 420 additional hours. Such additional hours are subject to section 8.c of this Article.

Librarian's schedules will vary according to need. The minimum hours worked annually will be 1190 and may include evenings and weekends.

b. APRP & Professional Responsibilities

In addition, Librarians are required to submit an APRP and complete the required professional responsibility days (see Article V.B.2(b)).

c. Annual Assignment

Each year prior to the beginning of fall semester the librarian and supervising dean will agree, in writing, on a schedule that provides coverage for the academic year (fall, winter and spring/summer semesters).

d. Teaching Duties

(1) If librarians teach as part of their regular work week the time will be pro-rated at two times the contact hours of the class in arriving at the full work week load.

- (2) Librarians may teach in addition to their regular work week with the approval of the supervising Dean and will be compensated at the instructional overload rate as defined in Appendix E.

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9. Center For Student Success Faculty

a. Schedule

The schedule for Center for Student Success (CSS) faculty will generally be arranged on a thirty-five (35) hour work week, exclusive of lunch time. However, these faculty members may be required to work up to 420 additional hours with additional compensation (each additional clock hour in excess of 1190 will be compensated as stated in Appendix E).

Schedules for CSS will vary according to need. The minimum hours worked annually will be 1190 and may include evenings and weekends. Dates of work will be spread across the academic calendar including fall, winter and spring/summer semesters.

b. APRP & Professional Responsibilities

In addition, CSS faculty are required to submit an APRP and complete the required professional responsibility days (see Article V.B.2(b)).

c. Annual Assignment

Each year prior to the beginning of Fall semester the CSS Faculty and supervising dean will agree, in writing, on a schedule that provides coverage for the academic year (fall, winter and spring/summer semesters).

d. Teaching Duties

- (1) If CSS faculty teach as part of their regular work week the time will be pro-rated at two times the contact hours of the class in arriving at the full work week load.
- (2) Non-teaching faculty may teach in addition to their regular work week with the approval of the supervising dean and will be compensated at the instructional overload rate as defined in Appendix E.

10. Counselors

a. Schedule

The counselor's schedule will be generally arranged on a thirty-five (35) hour work week, exclusive of lunch time. However, additional compensation (each clock hour will be compensated as stated in Appendix E) will be given when additional time is scheduled by the Dean of Student Development.

b. Teaching Duties

- (1) If counselors teach as part of their regular work week the time will be pro-rated at two times the contact hours of the class in arriving at the full work week load.
- (2) Counselors may teach in addition to their regular work week, with the approval of the supervising Dean and will be compensated at the instructional overload rate as defined in Appendix E.

c. Hours Worked

Counselor's schedules will vary according to need. The minimum clock hours worked will be 1267 and may be up to 1610, and may include evenings and weekends. Any hours beyond the 1267 shall be subject to section 10.d of this Article. Dates of work will vary from those of classroom instructors.

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d. Annual Assignment

Consultation and assignment by the Dean of Student Development will take place on an annual basis prior to the beginning of the academic year. Such assignments shall be agreed to mutually in writing.

e. Peak Registration Periods

- (1) During peak registration periods counselors may be scheduled for up to six consecutive days (Monday – Saturday) if needed for enrollment activities. During the period counselors may also be scheduled daily for up to ten (10) clock hours so long as the total hours scheduled in one week does not exceed fifty (50).
- (2) Peak registration periods shall be designated as the two (2) weeks prior and the first week of each of the three registration periods.
- (3) For the remainder of the contract year (excluding the times in item 2 above), counselors shall not be required to work more than seven (7) hours daily (exclusive of a sixty (60) minute lunch break). Counselors will be assigned to work peak registration periods, all other work hours/days shall be subject to section 10.d above.

11. Faculty Load Report

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

C. College Calendar

1. The College calendars for 2005-06, 2006-07, 2007-08 and 2008-09 are as printed in Appendix C.
2. Flexibility within the framework of the calendar is reserved by the administration to begin and end classes or programs at other than the dates specified in the calendar with the approval of the instructor and in consultation with the department chair. This will permit the scheduling of credit-bearing short courses, workshops, seminars, contract training, distance learning or experimental programs. Other items of the contract will be applicable. This shall not preclude other courses of the type mentioned above being offered outside the calendar subject to instructor approval.
3. The administration reserves the right to cancel classes due to weather or emergencies.

D. College Week

1. The normal College week is Monday through Friday, although classes may be scheduled on Saturday and Sunday.

2. If an instructor is assigned classes on Saturday, he/she will not be assigned classes within a twenty-four (24) hour block of time.
3. Assignment for Saturday classes shall be for no more than one semester or one session per academic year without prior written consent of the instructor.
4. Instructors will not be assigned Sunday classes without their prior written permission.
5. An instructor will not be scheduled more than five (5) days in a seven (7) day week without their prior written permission.

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E. College Day

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

F. Off-Campus Assignments

1. Teaching assignments involving full-time instructors outside the main campus will be discussed with the faculty member. If no agreement can be reached, the position shall be assigned subject to the grievance procedure. It is understood that the instructor's desires shall be considered in making such assignments.
2. If the College determines that a full-time instructor position is needed at one of the extension centers, the following shall apply:
 - a. The College shall post a position to replace an existing vacancy or a new position, specifying assignment to the specific center.
 - b. If no vacancy exists or a new position cannot be created, the affected department shall determine who will accept the assignment. Full-time instructors shall not be required to accept a full-time assignment at an extension center for two successive enrollment periods (librarian and counselor assignments see section B.8 and B.10 of this Article).
 - c. If the department is unable to select an instructor, the least senior member of the department shall be assigned, subject to section b above.
 - d. All terms and conditions of Article V, section M (teaching facilities) shall apply to instructors assigned full-time to an extension center.

3. Mileage

- a. When a full-time instructor is given a partial assignment outside Jackson County, he/she will be reimbursed for mileage for each trip required by the assignment at the College rate. The College rate will be established by July 1st of each year and will be equal to the IRS rate that was in effect the previous January. The number of driving miles shall be calculated on the basis of the round-trip driving mileage from main campus to the location(s) of the instructor's assignment.
- b. When a full-time instructor is given a full-time assignment outside of Jackson County he/she shall not receive mileage for trips to the off-campus site, but shall receive mileage for any required trips to main campus.
- c. Requests for actual mileage reimbursement must be made in the enrollment period in which the travel occurred and must be submitted on the appropriate mileage reimbursement form.

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G. Academic Advising

Students with declared majors will be referred to the appropriate department for academic advising. Assignment of students to departmental advisors will be coordinated by the Department Chair.

H. Instructional Interns

When requested by baccalaureate institutions, instructional interns may be assigned to appropriate departments for teaching and observation experience.

I. Non-Traditional Methodology

1. The supervising Dean will consult with the department chair and relevant full-time faculty members involved in teaching in the subject area prior to offering credit-bearing courses taught by non-traditional methods (e.g. internet based learning, television, computer aided instruction, video tape lecture, or any other electronic or other media). If the College wishes to utilize an internet based learning course that was developed by someone other than a full-time or adjunct faculty member the supervising dean will consult with the department chair and relevant full-time faculty involved in teaching in the subject area. If agreement cannot be reached concerning issues of academic integrity the matter will be referred to the curriculum committee. The decision of the curriculum committee will be final. The above does not limit or abridge the provisions of Article XIV, B. Non-traditional courses will not be assigned without the agreement of the instructor.

2. Full –Time Instructors Priority Assignment to Distance Learning Courses

Any credit course offered by any of the above methods will be offered first to full-time instructors, except as required by item 7 below. If no full-time instructor volunteers to teach the course then the course may be assigned to an adjunct instructor.

3. Distance Learning Guidelines

Guidelines dealing with various aspects of distance learning shall be placed in the Faculty Manual after mutual agreement between the Faculty Association and the Administration.

4. Development of Distance Learning Courses

Faculty members interested in developing a distance learning course should contact the Director of Distance Learning prior to beginning development. Final authority regarding which courses will be developed for distance learning lies with the Administration.

5. Distance Learning Course Production Agreement

When the College engages a faculty member in the production of a distance learning course, in any format, for credit or non-credit instruction, a written distance learning course production agreement (Appendix G) will be executed between the creating faculty member and the College. The written agreement will identify the creating faculty member, the compensation to be paid, if any, and the specific conditions applying to the production and use of the course.

6. Grant Funding

When an internet based learning course is developed utilizing grant funding the provisions of the grant shall supersede provisions of this Agreement.

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7. Course Development by Adjunct Faculty

Adjunct faculty members who create an internet based learning course shall be able to exercise the right of first refusal for three (3) consecutive semesters in which the course is offered.

8. Assistance to Adjuncts

Full-time faculty members who assist adjunct instructors in teaching a particular course in an internet based learning format may receive release time.

J. Non-Credit Instruction

1. Definition

Non-credit training offered by the College under contract to a specific employer for a limited time period.

2. Voluntary Basis

Assignment of instructors to non-credit offerings is voluntary.

3. Inclusion in Load

Non-credit offerings are not considered as part of an instructor's load unless both the instructor and the College agree in writing to do so

4. Academic Integrity

Both full-time faculty and adjuncts are expected to limit their contract training load so as to not interfere with their for-credit teaching responsibilities or other professional obligations.

5. Notification

Faculty will inform the Business and Industry Development Services of any expertise they have in contract training and of their availability to provide training. The College shall annually inform the faculty of those general areas in which they anticipate contract training will be offered and will make every effort to utilize full-time faculty.

K. Sponsorship of Student Activities

Instructors are expected to devote reasonable time to student activities and may be assigned to the student activity with written permission.

L. Commencement

1. Attendance

Instructors are expected to attend Commencement.

2. Academic Attire

Academic attire is provided for each Commencement at the expense of the College.

M. Teaching Facilities

1. Offices

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

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2. Equipment and Supplies

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

3. Clerical Services

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

N. Faculty Facilities

1. Restrooms

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

2. Lounge

One room in each instructional building shall be reserved for use as a faculty lounge appropriately furnished. There shall be adequate facilities where possible in each building for faculty to lie down.

O. Faculty Parking

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

P. Vacancies

1. Faculty Vacancy

a. Determination of Vacancy

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

b. Department Chairs' Recommendation

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

2. Advertisement

Faculty positions not in the present curricula shall be advertised.

3. Postings

Copies of all faculty and administrative postings will be displayed on the bulletin board outside the Human Resources office, posted on e-mail, on the JCC web page and will be available on demand.

4. Method of Application

Applications shall be in writing.

5. First Consideration

In filling vacancies in faculty positions, the College shall give first consideration to full-time faculty within the College who desire to change their assignments.

Article V

6. Basis for Appointments

Appointments shall be made in the best interests of the College, in terms of the job descriptions for each position, considering both the proven competence of present employees and the desirability of the introduction of new viewpoints and personalities.

7. Right to Apply for Positions

Applying for another position, either within the College or elsewhere, is recognized as a professional right and shall not affect adversely an employee's status in his/her present position.

8. Notification of Decision

Each bargaining unit member shall be notified of the disposition of his/her application prior to the publication of the name of the successful applicant.

9. Final Authority in Appointments

The President shall have final authority in all appointments.

10. Use of Adjunct Instructors

When instructors leave the College, whether by retirement, death, discharge or resignation, adjunct instructors will not be used to as a method of reducing the total number of full-time faculty.

11. Maximum Use of Adjunct Instructors on Main Campus

At no time shall more than 40% of the contact hours taught at Jackson Community College Main Campus be taught by adjunct instructors.

Q. Transfers and Assignment Changes

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

Article V

4. Instructor Requested Interdepartmental Transfers
 - a. Instructors may apply in writing to the supervising Dean for interdepartmental transfers at any time and these applications shall be activated and considered when a vacancy occurs.
 - b. All transfers will be on the basis of qualifications.
5. Involuntary Interdepartmental Transfers
 - a. When necessary, involuntary interdepartmental transfers shall be of the least senior person possible and shall not act to cause the layoff or prevent the recall of a bargaining unit member.
 - b. Qualifications for purposes of a transfer shall be the same as cited in Article XIII, Section A.2.a(1).
 - c. Persons transferred shall be allowed to return to their previous assignment at such time as there is a vacancy, as determined in Article V. P.1, or other staffing adjustments determined by the administration allow.
6. All assignments and transfers shall be made in a fair, equitable and non-punitive manner.

R. Academic Freedom

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

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

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

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

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

Instructors are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special

Article V

obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the institution.

S. Dual Department Assignment

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

T. Nursing Faculty

1. Load for Clinical Assignments

Instructors who make clinical assignments in advance of actual clinical contact hours will receive one (1) contact hour per enrollment period credit on their load.

2. Clinical Class Size

The clinical class size shall not exceed ten (10) students.

3. Conditions of Work

Except as expressly provided by this section, nursing faculty conditions of work are as stated in this Agreement.

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

1. OE/OE Laboratory Hour Defined

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

2. Equating OE/OE Hours to Contact Hours

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

ARTICLE VI – Conditions of Work – Adjunct Instructors

- A. Adjunct instructors may be employed for partial assignments when registration demands or special course demands require additional instructor time.
- B. Limits on Adjunct Instructor's Hours
Adjunct instructors may work contact hours and/or clock hours
1. Credit Instruction (Contact Hours)
 - a. Annual Maximum
An adjunct instructor shall be employed for no more than 28 contact hours per during each academic year.
 - b. Semester Maximum
No more than 12.5 contact hours may be taught in any one enrollment period.
 2. Non-Classroom (Clock Hours)
Adjunct instructors employed to perform non-classroom duties, nursing clinical, allied health clinical and/or OE/OE, etc., shall be employed for a maximum of 1222 clock hours during an academic year or a maximum of 25 clock hours per week. Examples of non-classroom assignments include, but are not limited to: library; counseling; and course placement readers.
- C. Office Hours
1. Availability
Adjunct instructors shall announce to students their availability for conferences.
 2. Compensated Office Hours
English 131, 132, 232, 134, 231, 261, 262, and EDU 221 instructors will be required to keep one compensated office hour per week and be available to students during that time. This hour is not included in the calculation of the instructor's load. To facilitate the above, the College will endeavor to establish an adjunct faculty office in each building.
- D. Aviation Instructors
1. In-Flight Instruction
 - a. Maximum Hours
Hours scheduled per week shall not exceed FAA standards.
 - b. Rates of Pay
 - (1) Flight Instruction
For each hour of flight instruction the instructor will be paid the appropriate rate (see Appendix D).
 - (2) Ground Instruction
The instructor will be paid at the ground instruction rate (see Appendix D) for instruction provided prior to or following a flight.
 - c. Dates – In-Flight Instruction
Dates of In-Flight instruction may vary from dates of work for classroom instructors and include Saturdays and Sundays.

d. Use of Adjunct Instructors

Adjunct instructors in the Aviation Program will be used in accordance with provisions of this Master Agreement. Should the enrollment of the program become substantially transfer oriented, alternative staffing patterns shall become a matter for negotiations between the parties.

E. Benefits

1. Tuition Grant

Adjunct faculty shall be granted tuition grants for any regularly scheduled JCC classes under the following conditions:

a. Determination of the Tuition Grant

(1) Level 1 Adjuncts

The tuition grant for Level 1 adjunct instructors shall be equal in value to the number of credit hours of the courses taught by the adjunct instructor.

(2) Level 2 Adjuncts

The tuition grant will be 1.5 times the value of credit hours taught by a Level 2 adjunct.

(3) Level 3 Adjuncts

The tuition grant will be two (2) times the value of credit hours taught by a Level 3 adjunct.

b. Calculating Tuition Grants for Non-Classroom Hours

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

c. Eligibility to Utilize Tuition Grants

The grant may be used by the adjunct instructor, spouse, natural and/or legally adopted children, provided that the spouse or child qualifies for dependent status as defined by IRS regulations.

d. Enrollment Process

A voucher permitting enrollment, under regular admissions procedures, will be issued to the adjunct instructor when Human Resources has confirmed eligibility of the instructor in accordance with section E.1.c. above.

e. Maximum Accumulation

Adjunct instructors may accumulate tuition grants up to a limit of thirty-two (32) contact hours.

f. Reimbursement

In the event a qualified user of the voucher is currently registered on a tuition-paid basis, the voucher may be submitted to the College Business Office during the same semester for a tuition refund.

- g. Expiration of Tuition Grants
If the adjunct instructor is no longer employed unused credit will remain on file for a period of three (3) years. At the end of three (3) years the credit is forfeited. If the instructor is later re-employed he/she will start earning credit as described above.
 - h. Exclusions from Tuition Grant
 - (1) Tuition grants are not applicable to CFO or Ed-To-Go courses.
 - (2) Course fees shall exclude aviation flight, and lifetime learning (LTL) courses with the exception of health and physical fitness activity (LTL) classes.
 - 2. Admission to Performances by College Performing Groups
Each adjunct instructor will be provided free admission, upon request, for two (2) persons to performances sponsored by the College featuring College performing groups.
- F. Evaluation
Adjunct instructors will be evaluated by their students prior to December 15 and prior to March 15 of each year. A summary of the evaluations will be prepared by the supervising Dean. Copies of the summaries will be shared with the instructor and the appropriate department chair.
- G. Adjunct Faculty
- 1. Adjunct Compensation
The salary for adjunct instructors is specified in Appendix D.
 - 2. Eligibility for Level 2
Adjuncts who have taught at least 25 contact hours and successfully completed requirements for Level 2 may apply for Level 2 status. Level 2 adjuncts will be given priority consideration for preferred courses and sections.
 - 3. Eligibility for Level 3
Adjuncts who have taught at Level 2 for at least 25 contact hours may choose to complete the requirements for Level 3. Level 3 adjuncts will be given priority consideration for preferred courses and sections.
 - 4. Attendance at Orientation and Professional Development Activities
Adjunct instructors who attend an orientation course or other professional development opportunity offered by the College will be compensated at \$50 for a half-day session and \$100 for a full-day session for their attendance.
 - 5. Adjustment of Adjunct Pay Rates
The Board may increase the entry rates up to one dollar (\$1.00) above the rates set forth herein.
 - 6. Schedule for Payment to Adjunct Instructors
All adjunct compensation will be calculated and paid in the contract period worked. It is the intent of the administration and the faculty Association that payment begin not later than

the second pay of the contract period, provided the contract and other necessary information is returned to Human Resources in time for such timely payment to be made. The final payment shall be scheduled to occur one pay period after the end of the contract. The final payment may be withheld until all terms of the contract have been met, including the submission of final grades.

ARTICLE VII – Department Chairs

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

A. Selection and Appointment of Department Chairs

1. Department Membership

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

2. Election of Chair

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

3. Notification of Selection

Notification of the selection will be made to the supervising dean no later than April 15TH of each year.

4. Selection of Replacement

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

B. Shared Governance Resources

1. Departmental Resources

a. Each department shall be provided with 30 hours of release time for the purpose of implementing a shared governance plan. Departments may elect to shift some or all of their departmental shared governance hours to another department(s). The chairs will report any reallocation of hours to the supervising dean prior to individual faculty load assignments being finalized.

b. The allocation of these hours shall be determined by mutual agreement among the members of the department.

2. Department Chairs' Resources

An additional pool of fifty (50) release hours shall be allocated to full time faculty members by mutual agreement among the department chairs. The agreed upon allocation shall be reported to the appropriate academic dean prior to finalizing individual faculty load assignments.

3. Maximum Release Time

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

C. Department Chair Responsibilities

1. Chair Responsibilities

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

Article VII

- a. Department Shared Governance Plan
 - (1) Creation of Plan

Create with individual faculty participation, the annual shared governance plan. The plan, which will encompass all semesters, will include annual departmental goals, courses and staffing assignments, curriculum review, division of departmental responsibilities and assigned release time and/or stipends, utilization of non-teaching days, and an annual budget.
 - (2) Coordination & Monitoring of Department Plan

Coordinate and monitor the departmental shared governance plan.
- b. Annual Professional Responsibility Plans of Department Members

Participate in developing, implementing and reviewing the annual professional responsibility plan for each member of the department. The chair will provide a summary of the completion of each department member's plan to the supervising Dean by May 1.
- c. Schedule of Course Offerings at Centers

Consult with Deans and Center Directors regarding the development and staffing of the schedule.
- d. Student Complaint Process

Participate in the student complaint process as specified in the current contract.
- e. Communication & Mentoring Annual Contract and Adjunct Faculty

Establish and monitor a system to mentor and inform annual contract and adjunct faculty members about departmental and institutional procedures and standards.
- f. Recommendations Related to Adjunct Faculty

Make recommendation to the supervising dean regarding the hiring of adjunct faculty, based on the evaluation of the adjunct faculty and other available information.
- g. Student Employees

Coordinate and direct, where appropriate, student employees.
- h. Budget Management

Authorize expenditures for supplies and submit textbook orders.
- i. Representative of the Department

The chair, or his/her designated representative, will represent the department at institutional functions, or committees. The chair shall be available for consultation in connection with departmental functions, or shall designate a representative who shall be available.
- j. Course Offerings

All course offerings and staffing are to be scheduled (date, time, staffing, etc.) in consultation with the relevant department chair or chair's designee.

Article VII

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

ARTICLE VIII – Faculty Benefits

A. Insurance

1. Eligibility

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

2. Reopening Date

The reopening date of all insurance policies shall be June 1st.

3. Insurance Committee

An insurance committee composed of Administration, Faculty and ESP members will make a recommendation for insurance programs by April 1st of each year.

4. Medical Insurance Programs

a. Employee Contribution

Full-time employees will pay the amounts indicated below for medical insurance:

June 1, 2005 – May 31, 2006

	<u>Single</u>	<u>2-Person</u>	<u>Family</u>
Plan A - Traditional	\$70.00	\$85.39	\$105.90
Plan B – HMO	\$71.25	\$74.23	\$74.47
Plan C – PPO	\$70.00	\$82.80	\$101.97
Dental Only	\$5.17	\$6.20	\$7.73
Vision Only	\$1.20	\$1.43	\$1.79

June 1, 2006 - May 31, 2007

	<u>Single</u>	<u>2-Person</u>	<u>Family</u>
Plan A - Traditional	\$42.00	\$93.50	\$114.00
Plan B – HMO	\$37.00	\$81.00	\$91.00
Plan C – PPO	\$37.00	\$82.00	\$101.00
Dental Only	\$2.50	\$5.50	\$7.00
Vision Only	\$1.00	\$1.00	\$1.75

June 1, 2007 – May 31, 2008

	<u>Single</u>	<u>2-Person</u>	<u>Family</u>
Plan A - Traditional	\$50.00	\$110.00	\$134.00
Plan B – HMO	\$43.00	\$95.00	\$108.00
Plan C – PPO	\$44.00	\$97.00	\$119.00
Dental Only	\$3.00	\$6.50	\$8.00

Vision Only	\$1.25	\$1.50	\$2.00
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Article VIII

- b. Pre-Tax Employee Contributions
All employee contributions will be deducted from wages pre-tax in accordance with the College's premium only plan.
- c. Annual Choice of Plan
Full-time faculty members will be provided a choice of health benefit plans as mutually agreed upon annually (see Appendix F).
- d. Flexible Spending Accounts
The College will establish a medical flexible spending account for each full-time instructor who signs and returns the enrollment form. The College will allocate \$50 for each full time faculty member for such accounts. This total amount shall be distributed equally between those who participate in the program each January 1st. Instructors may elect to contribute additional pre-tax funds to this account. In addition, the College will provide the opportunity for full-time instructors to open Flexible Spending Accounts for dependent care.
- e. Plan Descriptions
Descriptions and information concerning the health care plans are available in the Human Resources Department. Employees will be provided proof of insurance and literature describing the plan selected.
- f. Open Enrollment Dates
Full-time instructors will select their plans for the following year by May 15th.
- g. Life and Long Term Disability
All full-time instructors will be covered by the life insurance and long term disability insurance program. These programs may not be declined.

5. Health Insurance "Opt-Out" Plan

- a. Opt-Out Amounts
Full-time instructors not electing health care, dental or vision insurance shall receive the following monthly amounts:

June 1, 2005 – May 31, 2006

Hospital/Professional Master Medical, Rx drugs	\$210.00
Dental	\$ 24.50
Vision	\$ 4.50

June 1, 2006 – May 31, 2008

Hospital/Professional Master Medical, Rx drugs	\$250.00
Dental	\$ 30.00
Vision	\$ 5.00

- b. Proof of Coverage

Those opting out of Hospital, Professional, Master Medical, Rx drug coverage must annually provide documentation of alternative health insurance.

Article VIII

6. Life and Accidental Death and Dismemberment Insurances
 - a. Amount of Coverage

Benefits under this policy for each eligible instructor shall consist of group term life insurance in an amount rounded off at the next thousand above the contract amount exclusive of overload payments as of each September 1 for the duration of the Agreement. There shall also be an equal amount of Accidental Death and Dismemberment coverage.
 - b. Proof of Coverage & Plan Descriptions

Proof of insurance and literature describing coverage shall be furnished by the carrier to each employee.
7. Travel Accident Coverage While on College Business
 - a. Amount of Coverage

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

This coverage is paid by the College.
8. Long Term Disability
 - a. Compensation

See Section B.3 of this Article for provisions.
 - b. Seniority

Seniority shall not accrue for disability leaves beyond twelve (12) months.
 - c. Medical Insurance
 - (1) The College will continue health insurance benefit for the disabled employee and/or his/her family for no more than two years following the disabling event.
 - (2) The dollar amount contributed by the College for health benefit coverage will be the same amount contributed for active employees.
 - (3) The health benefit program options provided will be the same as provided to active employees.
 - (4) If the employee's spouse and/or dependents are eligible or become eligible during the two year period for health benefits from another source they must accept that coverage.
 - (5) At the end of the two year period the employee will have the option of continuing his/her health benefits by paying the cost in accordance with COBRA legislation.

- d. Filling the Position of an Employee on Long Term Disability
During the first twenty-four (24) months, the College may fill the position with temporary personnel, contracted personnel or in any other fashion. After twenty-four (24) months the College may post and fill the vacancy.

Article VIII

- e. Return From A Disability Leave
 - (1) Less Than Twenty Four (24) Months
The employee shall be returned to the employee's previous position, if the position still exists. The employee must provide medical documentation of their fitness to return to work.
 - (2) Beyond Twenty Four (24) Months
If the employee's disability leave is for twenty-four (24) months or more, the employment relationship is terminated. If at a later time the employee's status changes and he/she is able to return to work he/she must reapply for College employment as an external candidate.

B. Leaves of Absence Paid

1. Illness – Self and Family

- a. Personal Illness
The College will allow reasonable periods of time off with pay for personal illness. All instructors absent due to illness will notify their department chair and supervising dean in advance of the next time obligation. If not available, a message shall be left with the Office of the Dean and a building secretary.
- b. Family Illness
The College will grant reasonable periods of time off with pay for accidents or serious illness in the immediate family.
- c. Physician's Report
The College may require a physician's report in the event of frequent or extended absence for health reasons.

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

- a. Instructor's Pay during a Short-Term Disability Leave
An instructor's income shall be continued for each illness or disability at no reduction in salary for the first thirty (30) days; at 85% of the total annual salary for the second thirty (30) days; at 75% for the third thirty (30) days. The College shall notify the instructor in writing of the dates the reduction will take effect.
- b. Definition of Days for Short Term Disability
Days for the purposes of this provision are calendar days.
- c. Instructor's Pay when Duty Days have been Completed
Provided the instructor has completed the number of required duty days under the contract, no reduction in salary will be implemented.

- d. Return-to-Work
When returning from a short-term disability leave the instructor shall provide a return-to-work slip from the treating physician.
- e. Pregnancy
Any pregnancy-related disability will be treated as personal illness.

Article VIII

- 3. Long-Term Disability Leave
 - a. Description of Coverage
If an instructor prior to age sixty-five (65) becomes totally and permanently disabled for a period of longer than ninety (90) days, the long-term disability coverage will provide payment of sixty-six and two-thirds percent (66 2/3%) of basic monthly earnings, subject to a maximum of \$4,000 per month. Eligibility is subject to determination of eligibility by the long-term disability insurance carrier.
 - b. Coordination of Benefits
Benefits payable from Worker's Compensation, Social Security, etc. will not be included in the determination of the long-term disability payment amount until total compensation reaches seventy percent (70%) of basic monthly earnings.
- 4. Bereavement Leave
 - a. Duration of Leave
Leave not to exceed three (3) days may be allowed for such occasions in the immediate family. (Spouse, grandparent, parent, sibling, progeny, foster family and in-laws.)
 - b. Use of Personal Leave following a Bereavement Leave
Bereavement leave may be followed by personal leave if the employee is required to attend to business matters or if extensive travel is involved following the death of an immediate relative. (Spouse, grandparent, parent, sibling, progeny, parent-in-laws, uncle, aunt, son-in-law, daughter-in-law, sister-in-law and brother-in-law.)
 - c. Scheduling use of Personal Leave for Bereavement
Arrangements for personal leave in such case shall be made by telephone if not anticipated at the beginning of the bereavement leave.
 - d. Other Bereavements
Personal affairs may be applicable to other bereavements.
- 5. Personal Leave
 - a. Personal Leave Defined
Up to three (3) days of paid leave shall be permitted for matters which cannot be cared for in free time and which would result in legal, business, family or personal disadvantage if not covered at the appropriate time. Additional personal leave may be granted at the discretion of the supervising dean.
 - b. Scheduling Personal Leave

Such leaves, when known in advance, shall be presented to the supervising Dean one (1) week prior to the time the instructor wishes to leave and provisions shall be made for handling the instructor's responsibilities in his/her absence. Approval, in writing, must first be obtained from the supervising dean.

c. Using Personal Leave in Emergencies

Emergency absences should be reported to the College as soon as possible after the emergency is known.

Article VIII

d. Use of Personal Leave for Other Employment Prohibited

Under no circumstances will leaves from scheduled College activities be given for receiving pay for other employment.

6. Jury/Witness Duty

A faculty member who is summoned and reports for jury duty or is subpoenaed and reports as a witness in any judicial hearing shall receive a leave of absence at no reduction in pay. All jury duty fees and expert witness fees received while on leave shall be turned over to the College.

7. Absence while on College Assignment

- a. Absence from campus as a representative of the College shall be regarded as an extension of duty. Arrangements should be made with the supervising dean at least a week in advance.
- b. Instructors on approved trips are covered by the College insurance policies.

8. Sabbatical Leave

The Board of Trustees of the Jackson Community College will consider sabbatical leave applications from continuing contract instructors. Instructors making such applications must demonstrate reciprocal advantage to the College through the enhancement of professional competency by study, research, writing, travel, appropriate internships, or other cognitive pursuits that impact teaching and learning. The following specific provisions also apply:

a. Eligibility

Instructors who have served the College for seven (7) years are eligible for a sabbatical leave.

b. Seniority while on Sabbatical

Seniority in service shall be given priority consideration in the granting of all such leaves.

c. Duration of Leave

At the option of the instructor, the sabbatical leave may be taken for a full year, the Fall semester or the Winter semester.

d. Salary while on Sabbatical Leave

The salary for the sabbatical leave will be one-half (1/2) pay for a sabbatical of a full academic year. Instructors who request a semester sabbatical leave will be paid at the full salary rate and be required to teach one-half of the annual teaching load and to submit an Annual Professional Responsibility Plan.

e. Limitation on Earnings while on Sabbatical Leave

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

Article VIII

f. Limit on Number of Sabbaticals

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

g. Department Efficiency while Department Member on Sabbatical Leave

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

h. Replacements for Instructors on Sabbatical

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

i. Requirement of Returning Following a Sabbatical Leave

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

j. Application Dates and Plan

(1) Dates

Applications for sabbatical leaves shall be submitted to the Personnel Review Committee by November 1 preceding the academic year in which the leave request falls. Board consideration ideally would be at the next regularly scheduled meeting following a recommendation of the Personnel Review Committee.

(2) Plan

Included with the application will be a plan for sharing and/or demonstrating the work of the sabbatical and/or its impact on teaching and learning.

9. Vacation

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

C. Leaves of Absence Non-Paid

1. Military Leave

Instructors who are called to active military duty will be granted leaves for such period.

2. Professional Leave/Work Related Activities

Instructors may apply for leave without pay for professional travel, schooling, exchange teaching or related work activity and may be granted such leaves by the supervising Dean who shall consult with the Department Chair and, then, make a final determination based on departmental personnel needs and the ability to find a suitable replacement. Instructors on continuing contracts shall have preference for such leaves.

3. Health

Leaves of absence will be granted for health reasons.

Article VIII

4. Elected Office

Instructors may apply for and be granted leave without pay to campaign for elective office. The President shall grant a leave of absence without pay, upon application, to any instructor to serve in an elected or appointed public office.

- a. Such leave shall be requested thirty (30) days in advance of the date it is to begin.
- b. Leave for office holding may be extended no more than two (2) years following a successful election.
- c. Instructors on continuing contract who resign to hold either an elective or an appointive office will be given re-employment preference upon completion of their terms.
- d. The candidate will not involve the College or use the College resources in any manner during a campaign.
- e. The holding of local offices which carry minimum reimbursement and do not entail interference with normal College obligations shall not require a leave.

5. Non-Paid Personal Leaves

Personal leaves not covered in Section B.5.a of this Article, may be granted without pay.

6. Professional Association Officer/Staff

A leave of absence of one (1) year may be granted to any instructor, upon written request, for the purposes of serving as an officer of a professional Association or as paid staff member of such Association. Such leave should begin at the beginning of a semester. The leave may be extended for one (1) additional year upon written request of the instructor ninety (90) days prior to the instructor's scheduled return to teaching.

If a JCCFA member becomes President of JCEA such teacher shall be released upon

request of JCEA. JCEA will reimburse the Board for the full cost of salary and fringe benefits equal to the portion of the member's load from which he/she is released.

7. Family Medical Leave Act

Under specified circumstances related to family health care and childbirth up to twelve weeks of unpaid leave per year will be granted in accordance with the Family and Medical Leave Act of 1993 (FMLA). Childcare and/or adoption leaves beyond the limits of FMLA may be granted.

D. Continuation of Benefits While on Leave

1. Non-Paid Leaves

a. Experience Credit

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

b. Continuation of Medical Insurance

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

Article VIII

c. Credit toward Eligibility for Sabbatical Leave

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

2. Sabbatical

a. Experience Credit

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

b. Continuation of Benefits

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

c. Life Insurance

Group Term Life Insurance will be continued.

d. Purchase of Retirement Credit

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

E. Retirement

1. Notice of Retirement

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

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

F. Physical Examinations

1. Required Physical Exam
At the request of the President, any instructor shall receive a physical examination by a physician selected by the College from a list approved by the instructor covering any condition which appears to interfere seriously with the instructor's performance of duties. The cost of such examination shall be borne by the College Board.
2. Immunizations and TB Tests
All Nursing and Allied Health instructors will submit an annual report of a TB test and will either submit a report verifying that they have completed Hepatitis B immunizations or sign a statement that they were offered immunization but declined.
3. Drug Screen
Nursing and Allied Health instructors shall complete an annual drug screen if required to do so by clinical sites.

Article VIII

G. Admission to Courses

1. Annual/Continuing Contract or Emeriti Instructors
Instructors on Annual or Continuing Contract or Emeriti with ten (10) or more years of service to the College, shall be granted full tuition grants and course fees (see 3) for any JCC classes they desire providing there is no conflict with their own current assignment.
2. Dependents
Spouses, natural and/or legally adopted dependent children and/or children qualified for dependent status according to IRS regulations of instructors shall be granted full tuition grants and course fees (see section 3 below) to any classes for which they meet the entrance requirements.
3. Exclusions
 - a. Course fees in 1 and 2 above shall exclude aviation flight and lifetime learning (LTL) with the exception of LTL health and physical fitness courses. Each full-time faculty member and eligible dependent shall be granted access at no cost to one LTL health and physical fitness course per semester.
 - b. Tuition vouchers are not applicable to CFO courses for tuition and/or fees or Ed-To-Go courses.
4. Tuition Grants for Dependents of Deceased Instructors
The admission to courses benefit shall continue for spouses and dependent children of deceased faculty members.

5. Relatives/Dependents Not Covered

Other relatives or dependents of faculty members are excluded from this provision.

ARTICLE IX – Grievance Procedure

A. Definition

A grievance is hereby defined to be any dispute or controversy between the parties to this Agreement, or between the administration and any instructor covered by this Agreement with respect to matters arising during the term of this Agreement out of the provisions or administration of this Agreement. When referred to hereinafter, days shall mean working days (any day classes are in session, excluding Saturday and Sunday, and/or days identified as duty days on the academic calendar) unless otherwise herein stated.

B. Time Lines

1. To be valid, a grievance must be filed at Step 1 or Step 2 within twenty (20) days from the time the grievant became aware or should have been aware of the event which gave rise to the alleged grievance. Time periods may be extended by mutual agreement by the parties.
2. The number of days indicated at each step should be considered as a maximum and every effort should be made to expedite the process. However, the time limits may be extended by mutual consent. Failure to answer a grievance at any step shall be considered a denial of the grievance.

C. Representation

At any step of the grievance procedure, either party may have representatives present. This is in addition to the Association Representatives mentioned in the grievance steps.

D. Witnesses

At any step of the grievance procedure, either party shall have the right to bring in witnesses to participate in the hearing.

E. Informal Level

Any instructor believing he/she has a basis for a grievance will first informally discuss the grievance with his/her Department Chair or supervising dean. If, after the discussion, the instructor still believes a grievance exists, the instructor may file an individual grievance or an Association grievance may be filed on his/her behalf. An individual grievance may be made an Association grievance at any time during the processing of the grievance.

F. Association Grievance

In the event the Association files a grievance, it shall be processed directly at Step 2.

G. Board Grievance

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

H. Discharge

In the event of a discharge, the aggrieved party may file a grievance within ten (10) days directly at Step 2.

I. Grievance Procedure

Step 1: Supervising Dean

A grievance shall be presented in writing to the supervising Dean or his/her designee, with a copy to the Association, who will meet with the grievant and Association representative. The meeting shall be held within six (6) days of the filing of the grievance in Step 1. Following the meeting, a written answer shall be presented to the Association and the grievant within four (4) days. Following the answer, the grievant or Association shall have six (6) days to move the grievance to Step 2. In the event this is not done, the grievance will be considered to have been withdrawn.

Step 2: President

A grievance appealed to Step 2 shall be discussed between the President or his/her designee and the grievant and the Association representative(s). The meeting shall be held within eight (8) days of the presentation of the grievance. Following the meeting the President or his/her designee shall answer the grievance in writing within five (5) days. A copy of the answer shall be given to the Association.

Step 3: Arbitration

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

1. If the parties cannot agree on an arbitrator within ten (10) days after the demand for arbitration has been made, the arbitrator shall be selected pursuant to the rules and procedures of the American Arbitration Association whose rules shall likewise govern the arbitration proceeding.
2. Except as provided by law, the parties shall not be permitted to assert in such arbitration preceding any ground or to rely on any evidence not previously disclosed to the other party.
3. Powers of the Arbitrator
 - (a) The arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement.
 - (b) If any faculty member for whom a grievance is filed, processed, or sustained shall be found to have been unjustly discharged or demoted, the arbitrator shall be empowered to determine whether he/she shall be restored to his/her former position with full reimbursement of all professional compensation lost or shall have the authority to reduce the penalty.
4. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

4. The fees and expenses of the arbitrator shall be paid by the party not sustained in the arbitration and the arbitrator shall be empowered to assess costs in accordance with this concept.

Article IX

J. Records Related to Grievance

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

K. Information Requests

It is agreed that the aggrieved party and the Association shall be furnished with any information possessed by the Board or the Administration necessary for the processing of any grievance or complaint.

L. Individual Grievances

Nothing contained herein shall be construed to prevent any instructor from presenting a grievance and having the grievance adjusted without the intervention of the Association. 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.

M. Representation

In the administration of the grievance procedure, the representation of the faculty members is solely the responsibility of the Association.

N. Withdrawal of Grievance

A grievance may be withdrawn at any level. However, if in the judgment of the Association Grievance Committee the grievance affects the welfare of the faculty, the grievance may be continued to be processed as a grievance of the Association. A grievance, continued by the Association, may only be moved to arbitration when a faculty member is a joint party to the grievance.

O. Non- Reprisal

No reprisals of any kind shall be taken against any faculty member for participating in any grievance.

ARTICLE X – Professional Growth

A. Annual Professional Responsibilities Plan (APRP)

1. Notification of Due Date

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

2. Elements of the APRP

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

a. Effectiveness

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

b. Professional Alertness

Professional alertness in relation to both the discipline and to instruction.

c. Contributions

Contributions to the departmental and institutional development.

d. Relationships

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

e. Student Evaluations

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

Approved student evaluation forms and procedures are contained in the Faculty Manual.

3. Faculty Manual

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

4. Due Date

The faculty member, in consultation with his/her department chair, will develop an APRP and submit it to the supervising Dean by May 1, including a summary report of the previous year.

5. Failure to Provide APRP

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

B. Annual Contract Instructors

Instructors on annual contract will be responsible for the following:

1. Annual Responsibilities Plan

An APRP as specified in Section A.2 above.

2. Portfolio

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

3. Data Review

a. First Two Years of Annual Contract

Annual contract faculty members in their first two years of service shall submit an APRP and a draft of his or her portfolio to the supervising Dean by February 1ST. By February 20TH of each year the supervising Dean will have reviewed the data compiled and presented by the instructor on an annual contract as well as departmental input.

b. Third Year of Annual Contract

Annual contract faculty members in their third year of service shall submit an APRP and the final version of his or her portfolio to the supervising Dean by February 1ST. By February 20TH of the third year of the annual contract the supervising Dean will meet with the instructor and the mentor to assess professional growth. The Dean will notify the instructor within five (5) working days of his/her intent to recommend the instructor for continuing contract or to non-renew the instructor.

During the third calendar year of annual contract, instructors hired mid-year (during or just prior to Winter semester) will submit materials by October 1st.

C. Continuing Contract Instructors - APRP

Instructors on continuing contract will develop an APRP pursuant to Section A above.

D. Observations

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

ARTICLE XI -- Professional Behavior and Improvement

A. Contents of Personnel File

1. Official File

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

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

2. Placing Materials In Instructor's Personnel File

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

3. Personal/Private Life of Instructor

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

4. Record of Disciplinary Action

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

5. Discipline Related to Civil Rights Violations

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

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

6. Removing Materials from Personnel File

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

7. Review of Personnel File

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

at the time of employment are specifically exempted from such review and shall be removed prior to the review of the file.

Article XI

B. Breaches of Professional Behavior

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

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

C. Professional Competency Notification/Procedures

1. Professional Competency Notification

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

2. Plan of Assistance

a. Contents of the Plan

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

b. Partial Completion

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

c. Failure to Complete

Failure to demonstrate growth through the plan of assistance may lead to discipline or probation.

d. Successful Completion

When an instructor demonstrates appropriate growth through utilization and implementation of a Plan of Assistance all record of the Plan of Assistance and Professional Competency Notification shall be removed from the instructor's record.

3. Assistance Committee

a. Membership

Each Plan of Assistance will be developed and implemented by the supervising Dean. An Assistance Committee will be available to meet with the instructor and the Dean when a Plan of Assistance is in effect. The Assistance Committee will include three (3) people; one (1) of whom will be appointed by the President, one (1) will be appointed by the Association, and the third member will be by mutual agreement of the two (2) appointees. If no agreement on the third person is reached within ten (10) days, after the Plan of Assistance is seen by the instructor, then a drawing from three (3) names presented by each of the appointees shall determine the third member of the Committee. All the names presented must be current full-time employees of the College and must have been so for at least five (5) years. Any member of the bargaining unit, selected by the drawing, may decline to serve. The members of the Assistance Committee will not be witnesses in any grievance relating to the dismissal of the instructor involved unless the instructor, by written request, allows all the Committee members to be such witnesses.

b. Responsibilities

Once named, an Assistance Committee shall be empowered to undertake or require any or all of the following:

- (1) Confer with all affected parties.
- (2) Provide any assistance needed in addition to that proposed by the supervisor.
- (3) Alter or add to the Plan of Assistance.
- (4) Offer personal help to the instructor involved.
- (5) Suggest appropriate training experience.
- (6) Observations of classroom performance.
- (7) Vitate the Plan of Assistance.
- (8) Provide a continuous review of progress.

D. Probation for Continuing Contract Instructors

A continuing contract instructor shall not be terminated without a probation period of at least one (1) year, except for retirement or serious misconduct.

1. Establishing Probation

Probation shall be established by the Board of Trustees on the recommendation of the supervising Dean and the President of the College, following an interview with the instructor. Written notification of the intent to recommend probation shall be sent to the instructor and the Association within one week of the decision.

2. Just Cause

No instructor on continuing contract shall be placed on probation, dismissed, publicly reprimanded or otherwise disciplined without just cause and proper procedure. Such action will be subject to the professional grievance procedures as described in this Master Agreement.

3. Review of Progress

An instructor on probation will have his/her progress reviewed periodically by the supervising Dean with special attention paid to any reduction or correction of the stated deficiencies. The supervising Dean and the President shall then recommend to the Board either the removal of probation or termination of contract. The instructor will be notified in writing with a copy to the Association, by April 1 if his/her contract is to be terminated or by April 15 if he/she is to be removed from probation.

E. Counseling and Discipline

The President or a representative shall have the right to counsel with an instructor regarding his/her professional performance or behavior, provided the instructor is notified in writing in advance of the subject to be discussed. In the event a reprimand, warning, or disciplinary action is planned, reasonable advance notification shall be given the instructor and the Association; and either party shall be entitled to have a representative present or to have witnesses to participate in the discussion. If the request is made, no action shall be taken until such member is present. A record may be kept of such meeting if requested by either party. Instructors shall be given a written statement of reason for a reprimand, warning, or disciplinary action along with a suggested program for the correction of deficiencies.

F. Student Complaints/Academic

A student complaint is any non-civil rights related complaint generated by the student concerning the work-related activities of any member of the bargaining unit (such as grade disputes).

Instructors shall not be subject to any disciplinary action as a result of a student grievance over strictly academic issues. The following steps are required of students wishing to file a complaint:

1. Students must initiate a conference with the instructor with whom they have a complaint no later than the end of the fourth week of the Fall or Winter/Spring semester following the relevant incident/dispute. One representative, who must be from JCC (a current student, instructor or administrator) may be requested by each party to participate in this informal meeting.
2. If the conflict isn't resolved in the meeting between the student and instructor, the student, if he/she chooses to pursue the matter further must put the complaint in writing using the form provided and submit it to the appropriate Department Chair.
3. The Department Chair will convene a meeting with the student and the instructor. Following the guidelines in the faculty manual. The department chair will conduct any necessary investigation prior to the meeting.
4. If the student or instructor is unsatisfied with the results of the meeting with the department chair, the formal written complaint and the instructor's written statement of facts as he/she understands them will be submitted to the supervising Dean. The Dean shall promptly provide the instructor and the Association President with a true and complete copy of the student's written statement(s).

5. Within five (5) work days of the time the instructor and the Association should have received the copies of the student's written statement(s), the Dean shall contact the instructor and the Association President to arrange a formal hearing. Parties of interest shall include the student, the ombudsman (if the student so desires), the instructor, his/her Association representative and the Department Chair. Other individuals may be present at the hearing but they may not participate in the proceedings.
6. Within five (5) work days after the hearing, the Dean will distribute a written resolution of the complaint to the student, instructor and the Association President. The written resolution will state the facts as assessed by the Dean and indicate that appropriate action will be taken. No statement of disciplinary action will be disclosed to the student until final resolution of the complaint. If the College plans to discipline the instructor, as a result of this complaint, the instructor and the Association President will be notified, in writing, accompanying the written resolution of the complaint.
7. In the event that either the student or the instructor is not satisfied with the Dean's disposition of the complaint, the disposition may be appealed to the Executive Vice-President within five (5) work days.
8. Within five (5) days of the Executive Vice-President's receipt of an appeal, he will arrange a meeting with the parties of interest and their respective representatives in an attempt to resolve the matter.
9. Within five (5) work days after the meeting with the Executive Vice-President, the Executive Vice-President shall give a written disposition of the matter.
10. The disposition of the Executive Vice- President may be the subject of a grievance, initiated at Step 2 under the grievance procedure contained in the Master Agreement.

G. Civil Rights Complaints

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

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

ARTICLE XII – Professional Compensation

A. Contracts

1. Date of Issue

All contracts or letters of appointment for returning members of the staff shall be issued by April 15th.

2. Date of Return

Said contracts or letters of appointment are to be signed and returned to Human Resources Office by May 1 and are subject to the terms of the Master Agreement.

B. Annual Contracts

1. Continuing Track

a. New faculty members will be employed on annual contracts during the first three (3) years of employment.

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

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

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

2. Non-Continuing Track

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

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

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

c. If the College determines that a position funded under this provision becomes permanent and the current instructor is retained, time in the position shall be counted toward a continuing contract.

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

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

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

Article XII

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

C. Continuing Contract

1. Appointment

Any instructor who has been employed by the College on a full-time basis for three (3) consecutive calendar years from the date of initial employment and who meets the Board requirements in Article XII, Section B.1, and is recommended by the President, will be appointed to a continuing contract at such salary as the salary schedule may provide.

2. Release

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

D. Contract Forms

Contract forms are attached as Appendix B of this Agreement.

E. Travel and Faculty Development Funds

1. Travel Time

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

2. Faculty Development Funds

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

a. Department Funds

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

b. Individual Instructor Funds

(1) Annual Allowance

Each faculty member will have a development allowance of \$700 per year credited to him or her.

(2) Dual Department Assignment

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

c. Administration of Funds

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

Article XII

d. Service as an Officer of a Professional Committee

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

F. Salary Schedules

1. Schedules

The salary schedules for full-time bargaining unit members are set forth in Appendix A.

2. Step Advancement

Step advancement is on an automatic yearly basis until maximum is reached.

G. Placement of New Faculty

1. Class Placement

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

2. Step Placement

a. Allowable Credit

(1) College Level Teaching

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

(2) Teaching other than College

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

(3) Military Experience

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

(4) Other Work Experience

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

b. Maximum Allowance

The total allowable experience in all categories for step placement will not exceed six (6) years.

c. Special Circumstances

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

3. Review of Initial Placement

Step and Class placement of new instructors will be reviewed by the Personnel Review Committee within the first semester of employment. Instructors shall be present at the time of the review.

Article XII

H. Salary Classification

1. Definitions of Salary Classifications

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

Class I Bachelor's Degree or equivalent.

Class II Master's Degree or 30 semester hours of earned or equivalent graduate credit beyond Class I.

Class III Master's Degree plus 30 semester hours of earned or equivalent graduate credit after qualifying for Class II OR 60 semester hours of earned or equivalent graduate credit beyond Class I, including the Master's Degree.

For instructors in occupational areas where a Master's degree in the discipline is not available, a Master's degree is not required to attain Class III. In the event that such an instructor at class III is transferred into the Arts & Science area, the instructor shall have his or her class reduced to class II unless he or she completes a Master's degree within two (2) years from the time of the transfer.

Class IV 30 semester hours of graduate credit in addition to Class III requirements (or the earned Doctorate), including the Master's Degree.

2. Maximum Step Advancement for Instructor without Bachelors Degree

An employee without a Bachelor's Degree but qualified for a specific professional position in relation to the instructional program of the College may be employed on Class I with step placement according to allowable experience. In this category, however, Steps 9 and 10 will not apply and the employee will not be eligible for a continuing contract nor rank designation until a Degree or equivalent has been obtained.

3. Equivalent Graduate Credit

Professional or institute courses may be evaluated as graduate equivalency when approved by the Personnel Review Committee and the President.

a. Instruction required by State Department of Education

The Personnel Review Committee shall approve and the College shall grant one (1) credit hour for each twenty (20) hours of instruction required by the State Department of Education under Article XIV, Section C.

b. Attending or Presenting at Professional or Institute Courses

Guidelines for evaluating professional or institute courses:

(1) Activity with no formal Evaluation

An activity attended by a faculty member that does not contain a formal evaluation of the participant will be considered for equivalent graduate credit at the rate of forty-five hours of the course for one equivalent credit (45:1)

Article XII

(2) Activity Requiring Completion of a Project

An activity requiring the participant to complete a project reinforcing the new skills presented during the activity will be evaluated at the rate of thirty hours of the course for one equivalent credit (30:1).

(3) Presenting

A faculty member presenting at a professional conference or workshop shall have the activity evaluated at the rate of thirty hours of presentation for one equivalent credit (30:1).

(4) Activity Requiring an Examination or Evaluation

An activity requiring a formal written examination or evaluation of the participant will be evaluated at the rate of fifteen hours of the course for one equivalent credit (15:1).

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

(5) Available Graduate Credit

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

(6) Accumulation of Hours

Course hours may be accumulated to reach the requirements above.

(7) Advance Approval

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

4. Salary Class Advancements

a. Undergraduate Credit

(1) Conditions for Use

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

- (a) The course is not offered at the graduate level within a reasonable commuting distance, and the course is or would be counted toward a graduate program of study. The faculty member must submit documentation of this from the institution granting the credit.
- (b) The supervising Dean has confirmed that the course(s) or program of study will directly enhance JCC program offerings.

Article XII

(2) Advance Approval

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

b. Verification of Credits and Degrees

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

c. Requests for Class Change

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

d. Requirement of Earned Credits for Class IV

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

e. Class Advancement and Step Placement

In moving from one class to a higher class placement, step advancement shall be maintained.

5. Equivalent Credit for Employment

Employment directly related to the teaching area of an instructor may be evaluated as equivalent credit for class advancement on the salary schedule. The employment should be in a position in a business, industry, or an activity appropriate to the instructor's teaching area wherein his/her students would be employed. Such credit, including the number of hours of employment, shall be processed through the Department Chairperson and must be reviewed for appropriateness in advance by the Personnel Review Committee. Final determination of the application shall be made by the President.

a. Full-Time Employment

Equivalency will be evaluated on the basis of two-thirds (2/3) semester hours per week of full-time employment (minimum hours required by the occupation) with a maximum of eight (8) semester hours credit for any one (1) summer.

b. Part-Time Employment

- (1) All part-time work will be evaluated at 75:1 ratio (15 weeks times 5 hours per week equals 1 equivalent graduate credit).
- (2) During the instructor's teaching portion of the academic year an individual may not earn more than two (2) equivalent graduate credits in any one (1) semester (Fall, Winter, Spring/Summer).
- (3) The total equivalent graduate credits for work may not exceed four (4) during their teaching portion of the year.
- (4) During the non-teaching period the faculty member could earn up to eight (8) equivalent graduate credits (same as working full-time during the summer --- See Section H.5.a of this Article).

6. Salary Adjustments

The following salary adjustments are made for faculty members in Classes III and IV:

a. Earned Specialist

For an earned Specialist or similar certificate, an annual salary addition as specified in Appendix F shall be approved, or

b. Admission to PhD Program and Completion of One Year of Study

An annual salary addition as specified in Appendix F shall be approved upon certification by the supervising Dean or the student's advisor of the graduate school that the applicant has been admitted to a program leading to Doctor's Degree and that a minimum of one (1) full year of organized graduate work beyond the Master's Degree has been satisfactorily completed.

The applicant shall, upon request, produce certification that he/she is actively pursuing a post-Master's Degree to continue to qualify for the salary addition, or

c. Earned Doctorate

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

I. Personnel Review Committee (PRC)

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

a. Review of Initial Placement of New Faculty

The PRC reviews the initial Step and Class placement of new instructors during the first semester of employment. Instructors shall be present at the time of the review.

b. Review of Requests for Salary Class Change

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

c. Sabbatical Leave Requests

The PRC reviews applications for sabbatical leaves.

d. Requests for Equivalent Graduate Credit

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

e. Recommendations to the President

Based on those reviews, the PRC makes recommendations and presentations to the President.

2. PRC Membership

a. Membership is as follows:

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

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

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

- K. Salary Payment
 - 1. Schedule of Payments
The salary of each instructor shall be paid on a bi-weekly basis.

 - 2. Early Pay Out
Instructors will be paid on a bi-weekly pay schedule each contract year with the following exception, upon completion of the class assignment and APRP, the instructor may elect to receive the remainder of his/her pay with approval of the supervising Dean. Payment will be on the pay date following notification to Human Resources.

 - 3. Daily Rate
For deviation from the contractual year other than Article V, Section B.1, the daily pay rate will be computed on 1/181 of the salary printed in Appendix A plus department chair and academic stipends.

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

- L. Faculty-Prepared Instructional Material
 - 1. Material Prepared on Own Time
Salable material developed by staff members on their own time shall not become the property of the College, but such materials may be sold to students of Jackson Community College only under an agreement with the College.

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

- M. Non-Credit Instruction
When full-time faculty are utilized for non-credit workshops, seminars, professional continuing education activities and/or other such activities, the faculty member and the administration will

establish the compensation and payment schedule, in writing. The minimum rate of pay is specified in Appendix F. Compensation will be paid through payroll.

N. Coaching

Either full time or adjunct faculty may apply to serve as coaches, but coaching duties shall not be included as a part of load. Compensation for coaching is specified in the table below:

Sport	1 st year	2 nd year	3 rd year	4 th year	5 th year or more
Cross Country – Head Coach	\$5,000	\$5,275	\$5,400	\$5,550	\$5,700
Cross Country – Assistant Coach	\$2,500	\$2,565	\$2,630	\$2,700	\$2,800
Softball – Head Coach	\$5,000	\$5,275	\$5,400	\$5,500	\$5,700
Softball – Assistant Coach	\$2,500	\$2,565	\$2,630	\$2,700	\$2,800
Basketball – Head Coach	\$6,000	\$6,150	\$6,300	\$6,500	\$6,700
Basketball – Assistant Coach	\$3,000	\$3,100	\$3,200	\$3,300	\$3,400
Volleyball – Head Coach	\$5,000	\$5,275	\$5,400	\$5,500	\$5,700
Volleyball – Assistant Coach	\$2,500	\$2,565	\$2,630	\$2,700	\$2,800

ARTICLE XIII –Staff Reduction

A. Involuntary Layoff

1. When it is necessary to decrease the size of the instructional staff because of financial exigency and/or the level of credit-generating units, the President shall meet and consult with the President of the Faculty Association. Affected departments or areas shall have an opportunity to make recommendations and present alternatives to staff reductions to the President. The President then may recommend to the Board of Trustees that the teaching force be reduced as appropriate, necessary and in a reasonable manner. The reduction in teaching areas will be made by notifying such instructors of layoff subject to seniority in the inverse order of their appointment. Notice of intent to layoff shall be given to the instructor in writing by April 15 for the following academic year.

2. Procedure

a. Order of Layoff

Within assigned teaching areas (previously assigned classes) the reduction of force shall be accomplished by first non-renewal of adjunct instructor contracts, then layoff of annual instructors, and finally, if needed, layoff of instructors on continuing contract. Only instructors on continuing contract can exercise seniority in other teaching areas. They can only replace instructors on adjunct and annual contracts. When possible and with the instructor's permission, an instructor may be given a part-time teaching assignment with a proportional reduction in salary in lieu of layoff.

(1) Automatic Bumping Rights

Bachelor's Degree with a major in the discipline which they desire to bump;
Master's Degree in the discipline which they desire to bump; or prior College teaching experience at Jackson Community College, or other accredited College or university within the last five (5) years in the discipline area.

(2) Qualifications to Bump

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

(3) Plan to Update Skills

The Dean may jointly agree with the instructor on a formalized plan to update skills and knowledge base. Such plan may include a reduction in the teaching load of the individual to accommodate implementation of the plan.

b. Notification of Layoff

It shall be the mutual responsibility of the administration and Association representatives to meet jointly with instructors who receive layoff notices to advise the individual of employment options available under provisions of the Master Agreement.

3. Notice of Intent to Exercise Bumping Rights
Instructors wishing to exercise “bumping” privileges into other areas must exercise the option within five (5) working days of Board of Trustees action placing them on layoff. Competency or experience in other teaching areas, as defined, must be demonstrated within ten (10) days. Based on such demonstration by an individual instructor, the Administration shall have five (5) additional working days to issue layoff notices to individuals involved in the “bumping” process. “Bumped” faculty members shall have a ten-working-day period to exercise “bumping” rights.
4. Reduction of Non-Teaching Employees
Recognizing its commitment to the teaching faculty, the College will endeavor to reduce the non-teaching force proportionately.
5. Recall
When circumstances shall be appropriate, each instructor on layoff shall be reinstated in inverse order of layoff and in accordance with seniority. Such re-appointment shall not result in loss of status or credit for previous years of experience. No new appointments shall be made while there are available instructors on layoff who are adequately qualified to fill the vacancies unless such instructors shall fail to advise the President of acceptance of re-appointment within fifteen (15) days from the date of notification by the President of positions available. Notifications shall be by registered mail (return receipt requested) at the last known address of the instructor.
6. Length of Recall Eligibility
Instructor shall be eligible for recall for five (5) years from the date of layoff.
7. Interruption Compensation
In the event a faculty member who has been granted continuing contract status is laid off, due to staff reduction, such faculty member shall receive an amount of \$2,000 through payroll as interruption compensation. Said amount shall be transmitted to the affected person within ten (10) days of effective date of layoff. Should the faculty member be reinstated and accept same, without loss of time, the interruption pay will be deducted from his/her next year’s salary in equal amounts over the twenty-six (26) pay periods.
8. Outplacement Assistance
In the event of layoff, the College shall provide assistance to full-time faculty members having six (6) or more semesters (Fall or Winter/Spring) of employment with the College in locating a comparable position through a professional outplacement service with a nationwide employment agency for up to one year. This service shall include resume development, skills evaluation and job search services. The laid off faculty member shall be eligible to receive up to \$2,200 worth of services, payable to the agency of his/her choice, within one year of the date of his/her layoff. In the event the provider does not wish to invoice the cost of the services, a check for the cost of the services will be issued payable to both the faculty member and provider.
9. Grieving Layoff and/or Bumping
This article is specifically subject to the grievance procedure.

10. Seniority

a. Seniority Defined

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

b. Effect of Leaves on Seniority

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

11. Maximum Layoff

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

B. Voluntary Layoff

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

ARTICLE XIV -- Miscellaneous

A. Long Range Planning

Long-range institutional planning shall be conducted cooperatively by the Administration and the Faculty.

B. Temporary and Experimental Programs

The College may operate temporary (defined as 12 months or less) or experimental courses or programs outside the terms of this Agreement when a regular instructional faculty member is not involved. In such cases, however, the President of the Association will be notified before new programs are implemented.

C. Compliance with State and Federal Rules and Regulations

Faculty members are expected to comply with rules and regulations set forth by State and Federal agencies. (Examples: Federal Occupational Safety and Health Act, MI-OSHA, Michigan Department of Education, etc.)

ARTICLE XV -- Negotiations

A. Notification

The Association will notify the President or his/her designee by November 1, of the year preceding the expiration of the Master Agreement, of any changes in the membership of the Association's negotiating team. In order to promote mutual understanding of the terms of the contract or in relation to specific problems, meetings of negotiators shall be held. In addition to negotiators, the President of the Faculty Association and the President of the College may attend.

B. Past Practice

1. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.
2. This Agreement shall likewise supersede any constitutional or by-law provisions of the Association heretofore in effect.

C. Individual Contracts

All instructor contracts shall be made expressly subject to the terms of this Agreement.

D. College Policies

The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the College.

E. Distribution of Agreement

1. Copies of this Agreement shall be presented by the Administration to all new instructors at the time the appointment letter is issued.
2. The Association shall have fifty (50) copies of this Agreement for its use.

F. Severability

If any provision of this Agreement or any application of the Agreement to any instructor or group of instructors shall be found contrary to law, then such provision or application shall not be deemed valid or subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

G. Review of Agreement by Counsel

This Agreement shall not be effective until approved as to form by counsel for the Association and for the Board.

Article XV

H. Reserve Clause

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

ARTICLE XVI – Faculty Retraining

A. Enrollment Trends Report

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

B. Retraining

1. Definition

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

2. Eligibility

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

3. Retraining Program

a. Program Guidelines

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

b. Required Grades

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

c. Transfer Eligibility

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

d. Order of Eligibility

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

- e. Undergraduate Courses in Retraining
The College will provide financial reimbursement (books and tuition) for upper level undergraduate courses taken by a continuing contract faculty member as part of a retraining plan when the instructor meets the eligibility requirements (see section B.2 of this Article) for retraining and the following criteria:
 - (1) The faculty member lacks the prerequisites required to take graduate courses in the subject and
 - (2) The supervising Dean approves the proposed undergraduate course in advance, in writing.

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

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

ARTICLE XVII – Duration of Agreement

This Agreement shall be effective as of September 1, 2005 and shall continue in effect until August 31, 2008. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

BOARD OF TRUSTEES

ASSOCIATION

By _____
Chairman, Board of Trustees

By _____
Association President

By _____
Secretary, Board of Trustees

By _____
Association Vice-President

By _____
Chief Negotiator

By _____
Chief Negotiator

By _____
Executive Vice President

By _____
Vice-President for Administration

By _____
Director, Human Resources

Date of Signing – June 12, 2006

APPENDIX A

Salary Table Index

Class	I	II	III	IV
Step 1	.92	1.00	1.04	1.08
2	.98	1.07	1.12	1.17
3	1.04	1.14	1.20	1.26
4	1.10	1.21	1.28	1.35
5	1.16	1.28	1.36	1.44
6	1.22	1.35	1.44	1.53
7	1.28	1.42	1.52	1.62
8	1.34	1.49	1.60	1.71
9	1.40	1.56	1.68	1.80
10	1.48	1.65	1.78	1.91

Contributory Retirement

In addition to salary compensation or Faculty, the Jackson Community College Board of Trustees will also participate in the Contributory Retirement Program for Public School Employees and the optional retirement program as established by the Michigan Legislature.

APPENDIX A
Faculty Salary Schedule

2005-06

	I	II	III	IV
Step 1	37,806	41,093	42,737	44,3811
2	40,271	43,970	46,024	48,079
3	42,737	46,846	49,312	51,778
4	45,203	49,723	52,599	55,476
5	47,668	52,599	55,887	59,174
6	50,134	55,476	59,174	62,873
7	52,599	58,352	62,462	66,571
8	55,065	61,229	65,749	70,270
9	57,531	64,106	69,037	73,968
10	60,818	67,804	73,146	78,488

2006/07

	I	II	III	IV
Step 1	38,562	41,915	43,592	45,268
2	41,077	44,849	46,945	49,041
3	43,592	47,783	50,298	52,813
4	46,107	50,717	53,651	56,585
5	48,622	53,651	57,005	60,358
6	51,136	56,585	60,358	64,130
7	53,631	59,520	63,711	67,903
8	56,166	62,454	67,064	71,675
9	58,681	65,388	70,417	75,447
10	62,034	69,160	74,609	80,058

2007/08

	I	II	III	IV
Step 1	39,333	42,753	44,464	46,174
2	41,898	45,746	47,884	50,022
3	44,464	48,739	51,304	53,869
4	47,029	51,732	54,724	57,717
5	49,594	54,724	58,145	61,565
6	52,159	57,717	61,565	65,413
7	54,724	60,710	64,985	69,291
8	57,290	63,703	68,406	73,108
9	59,855	66,695	71,826	76,956
10	63,275	70,543	76,101	81,659

APPENDIX B
Annual Employment Contract

April __, ____

To: _____

You are hereby offered the position of _____, Class _____, Step _____, with the Jackson Community College for a period of the __-__ Academic Year beginning _____, ____.

This contract is for professional services and is not assignable. You are to perform the duties of the position as described in the policy manuals of the College, and to engage in no other major employment during the period of your assignment.

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

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

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

JACKSON COMMUNITY COLLEGE

By _____
President

ACCEPTANCE

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

Dated _____, ____.

Signature

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

Dated _____, ____.

Signature

Return all copies to Human Resources for receipt.

APPENDIX B

Continuing Employment Contract

April __, ____

To: _____

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

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

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

JACKSON COMMUNITY COLLEGE

By _____
President

ACCEPTANCE

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

Dated _____, _____. _____
Signature

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

Dated _____, _____. _____
Signature

Return all copies to Human Resources for receipt.

APPENDIX B

Faculty Assignment

Date __, ____

To: _____

Your assignment for the ____-__ College year is as follows:

(title)

Your pay for the year is based on Class ____, Step __ in the amount of \$ __, ____.

Additional assignments are as follows:

(stipend)

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

Please sign and return by _____, ____.

JACKSON COMMUNITY COLLEGE

Signed _____
President

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

Dated _____, ____.

Signature

Copy Distribution

White & Pink

Canary

Human Resources

Instructor keeps copy for own personal file

APPENDIX B

Faculty Assignment - Overload

April __, ____

To: _____

Additional assignment for the ____-__ College year is as follows:

(type of overload)

Your pay for this assignment is based on Class____, Step __ , annual rate of \$____.

(calculation)

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

Please sign and return by _____, ____.

JACKSON COMMUNITY COLLEGE

President

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

Dated _____, ____

Signature

Copy Distribution
White & Pink
Canary

Human Resources
Instructor keeps copy for own personal file

JACKSON COMMUNITY COLLEGE CONSULTATION FORM

INSTRUCTOR:

PAGE 1

DEPT	CAT NO	SECT	HOURS		DAYS	ROOM	CREDIT HOURS	CN HRS	PER WK	WEEKS
			FROM	TO						

Total Contact Hours Per Week:

- ___1. CLASS NOT PREVIOUSLY TAUGHT, WAIVER OF 55 DAYS PRIOR NOTICE.
- ___2. TEACH SATURDAY CLASSES MORE THAN ONE REGISTRATION PERIOD.
- ___3. TEACH SUNDAY CLASSES.
- ___4. TEACH MORE THAN 5 DAYS IN A 7-DAY WEEK.
- ___5. CLASSES BEFORE 9:00 A.M. FOLLOWING EVENING ASSIGNMENT.
- ___6. EVENING CLASSES MORE THAN 2 EVENINGS PER WEEK.
- ___7. NO FREE LUNCH HOUR BETWEEN 11 A.M. AND 2 P.M. EACH DAY.

I had a consultation regarding my schedule for _____.

I am requesting an overload for _____ and/or _____
 (Course) (Hours)

Instructor's Signature _____ Date _____

Schedule verified (Chair) _____ Overload approved (Dean) _____

APPENDIX C

Calendar 2005/06

Fall Semester 2005

Mon.	Aug.	15	
	through		
Thu.	Aug.	18	Faculty Learning Days
Mon.	Aug.	22	Day and Evening Classes Begin
Mon.	Sept.	5	Labor Day - No Classes
Fri.	Sept.	16	All College Professional Development -- No Classes
Tue.	Oct.	4	Project Success Day -- No Classes
Wed.	Oct.	5	Late Start Mini Semester Starts
Tue.	Nov.	22	No Classes after 10 p.m.
Wed.	Nov.	23	
	through		
Sat.	Nov.	26	Thanksgiving Break -- No Classes
Fri.	Dec.	16	End of Fall Classes
Mon.	Dec.	19	Grades Due

Winter Semester 2006

Fri.	Jan.	6	Faculty Learning Day
Mon.	Jan.	9	Day & Evening Classes Begin
Mon.	Jan.	16	All College Professional Development -- No Classes
Tue.	Feb.	7	Project Success Day -- No Classes
Wed.	Feb.	22	Late Start Mini Semester Starts
Mon.	Mar.	6	
	through		No Classes -- Mid-Semester Break
Sat.	Mar.	12	
Tue.	May	9	End of Winter Classes
Wed.	May	10	Faculty Learning Day/Commencement
Thu.	May	11	Grades Due

Spring/Summer Session 2006

Mon.	May	15	Day and Evening Classes Begin (1 st Session)
Mon.	May	29	No Classes - Memorial Day
Tue.	May	30	Late Start Mini Semester Begin
Mon.	Jun.	26	Summer (1 st Session) Classes End
Tues.	Jun.	27	Summer (2 nd Session) Classes Begin
Tues.	July	4	No Classes - Holiday
Tue.	Aug.	8	Summer Classes End
Wed.	Aug.	9	Grades Due

APPENDIX C

Calendar 2006/07

Fall Semester 2006

Mon.	Aug.	14	
		through	
Thu.	Aug.	17	Faculty Learning Days
Mon.	Aug.	21	Day and Evening Classes Begin
Mon.	Sept.	4	Labor Day - No Classes
Fri.	Sept.	15	All College Professional Development -- No Classes
Tue.	Oct.	3	Project Success Day – No Classes
Tue.	Nov.	21	No Classes after 10 p.m.
Wed.	Nov.	22	
		through	
Sat.	Nov.	25	Thanksgiving Break -- No Classes
Fri.	Dec.	15	End of Fall Classes
Mon.	Dec.	18	Grades Due

Winter Semester 2007

Fri.	Jan.	5	Faculty Learning Day
Mon.	Jan.	8	Day & Evening Classes Begin
Mon.	Jan.	15	All College Professional Development – No Classes
Tue.	Feb.	6	Project Success Day – No Classes
Mon.	Mar.	5	
		through	No Classes -- Mid-Semester Break
Sat.	Mar.	10	
Tue.	May	8	End of Winter Classes
Wed.	May	9	Faculty Learning Day/Commencement
Thu.	May	10	Grades Due

Spring/Summer Session 2007

Mon.	May	14	Day and Evening Classes Begin (1 st Session)
Mon.	May	28	No Classes - Memorial Day
Mon.	Jun.	25	Summer (1 st Session) Classes End
Tues.	Jun.	26	Summer (2 nd Session) Classes Begin
Wed.	July	4	No Classes - Holiday
Tue.	Aug.	7	Summer Classes End
Wed.	Aug.	8	Grades Due

APPENDIX C

Calendar 2007/08

Fall Semester 2007

Mon.	Aug.	13	
	through		
Thu.	Aug.	16	Faculty Learning Days
Mon.	Aug.	20	Day and Evening Classes Begin
Mon.	Sept.	3	Labor Day - No Classes
Fri.	Sept.	14	All College Professional Development -- No Classes
Tue.	Oct.	2	Project Success Day -- No Classes
Tue.	Nov.	20	No Classes after 10 p.m.
Wed.	Nov.	21	
	through		
Sat.	Nov.	24	Thanksgiving Break -- No Classes
Fri.	Dec.	14	End of Fall Classes
Mon.	Dec.	17	Grades Due

Winter Semester 2008

Fri.	Jan.	4	Faculty Learning Day
Mon.	Jan.	7	Day & Evening Classes Begin
Mon.	Jan.	14	All College Professional Development -- No Classes
Tue.	Feb.	5	Project Success Day -- No Classes
Mon.	Mar.	3	
	through		No Classes -- Mid-Semester Break
Sat.	Mar.	8	
Tue.	May	6	End of Winter Classes
Wed.	May	7	Faculty Learning Day/Commencement
Thu.	May	8	Grades Due

Spring/Summer Session 2008

Mon.	May	12	Day and Evening Classes Begin (1 st Session)
Mon.	May	26	No Classes - Memorial Day
Mon.	Jun.	23	Summer (1 st Session) Classes End
Tues.	Jun.	24	Summer (2 nd Session) Classes Begin
Fri.	July	4	No Classes - Holiday
Tue.	Aug.	5	Summer Classes End
Wed.	Aug.	6	Grades Due

APPENDIX C

Calendar 2008/09

Fall Semester 2008

Mon.	Aug.	11	
	through		
Thu.	Aug.	14	Faculty Learning Days
Mon.	Aug.	18	Day and Evening Classes Begin
Mon.	Sept.	1	Labor Day - No Classes
Fri.	Sept.	12	All College Professional Development -- No Classes
Tue.	Oct.	7	Project Success Day -- No Classes
Tue.	Nov.	25	No Classes after 10 p.m.
Wed.	Nov.	26	
	through		
Sat.	Nov.	29	Thanksgiving Break -- No Classes
Fri.	Dec.	12	End of Fall Classes
Mon.	Dec.	15	Grades Due

Winter Semester 2009

Fri.	Jan.	2	Faculty Learning Day
Mon.	Jan.	5	Day & Evening Classes Begin
Mon.	Jan.	12	All College Professional Development -- No Classes
Tue.	Feb.	3	Project Success Day -- No Classes
Mon.	Mar.	2	
	through		No Classes -- Mid-Semester Break
Sat.	Mar.	7	
Tue.	May	5	End of Winter Classes
Wed.	May	6	Faculty Learning Day/Commencement
Thu.	May	7	Grades Due

Spring/Summer Session 2009

Mon.	May	11	Day and Evening Classes Begin (1 st Session)
Mon.	May	25	No Classes - Memorial Day
Tue.	Jun.	23	Summer (1 st Session) Classes End
Wed.	Jun.	24	Summer (2 nd Session) Classes Begin
Fri.	July	3	No Classes - Holiday
Wed.	Aug.	5	Summer Classes End
Thu.	Aug.	6	Grades Due

APPENDIX D

Adjunct Instructor Pay Rates

(per contact hour unless otherwise specified)

Type	2005/06	2006/07	2007/08
Regular (BA) or Nursing (A.D.N.)	\$27.40	\$30.15	\$33.20
Regular (MA or PhD) or Nursing (BSN)	\$28.62	\$31.50	\$34.65
Nursing or Allied Health Clinical Associate Degree(per clock hour)	\$24.97	\$27.50	\$30.25
Nursing or Allied Health Clinical (BA, MA, PhD)(per clock hour)	\$26.19	\$28.80	\$31.70
Aviation Flight Instruction (per flight Hour)	\$24.23	\$26.65	\$29.35
Aviation Ground Instruction (per clock hour)	\$10.55	\$11.60	\$12.75
OE/OE Instruction and Non-Classroom) (BA) (per Clock Hour)	\$18.27	\$20.10	\$22.10
OE/OE Instruction and Non-Classroom (MA or PhD) (per clock hour)	\$19.07	\$21.00	\$23.10

Additional

2005/06

Adjunct I: add \$1.50 per contact hour or \$1.00 per clock hour

Adjunct II: add \$2.00 per contact hour or \$1.50 per clock hour

2006/07

Level 2: add \$1.65 per contact hour or \$1.10 per clock hour

Level 3: add \$2.20 per contact hour or \$1.65 per clock hour

2007/08

Level 2: add \$1.85 per contact hour or \$1.25 per clock hour

Level 3: add \$2.50 per contact hour or \$1.85 per clock hour

APPENDIX E

Stipends/Salary Adjustments/Overload Rates

(per contact hour unless otherwise stated)

Contract Reference	2005/06	2006/07	2007/08
Article V--Overload rate (per contact hour)	\$42.03	\$42.87	\$43.73
Non-Classroom Overload Rate (per clock hour)	\$27.94	\$28.50	\$29.07
Article XII (annual stipends)			
H, 5 (a) – Specialist	\$547.62	\$558.58	\$569.75
H, 5 (b) – PhD Candidate	\$547.62	\$558.58	\$569.75
H, 5 (c) -- PhD	\$1,569.89	\$1,601.29	\$1,633.31
Head Librarian	\$3,279.14	\$3,344.72	\$3,411.62
J – Debate and Forensics	\$2,807.269	\$2,863.43	\$2,920.70
Article XII (M) – Non-Credit – Minimum	\$34.00	\$34.00	\$34.00

APPENDIX F

Health Care Plans 2005/06 and 2006/07

Plan A

Blue Cross/Blue Shield Traditional

Hospital/Professional (\$0/\$0)

Master Medical (\$100/\$200) with 20% co-pay (\$1000 maximum annual)

Rx Drugs (\$5.00 generic/\$10 brand co-pay)

Blue Cross/Blue Shield Dental

Vision VSP 12/12/12

Plan B

Physician Health Plan (\$10 Office Visit Co-pay) includes Vision

Rx Drugs (\$7.00/\$12.00/\$30.00 co-pay)

Blue Cross/Blue Shield Dental

Plan C

Blue Cross/Blue Shield Community Blue PPO Option 1with \$10.00 Office Visit co-pay

Rx Drug (\$10.00 generic/\$20.00 brand co-pay)

Dental

Vision VSP 12/12/12

APPENDIX G
DISTANCE LEARNING COURSE
PRODUCTION AGREEMENT

Jackson Community College

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

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

Compensation will be paid as follows:

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

- a. _____

- b. _____

- c. _____

4. The items listed here constitute all of the course components to be produced within the scope of this agreement. Together they constitute the "course" (There may be as many components listed as are agreed to the faculty designer and the Director of Distance Learning).
 - a. _____
 - b. _____
 - c. _____
5. In the development and design of the course, the faculty designer will follow the recommendations in the Faculty Manual related to Distance Learning, where applicable.
6. In the development and design of the course, the faculty designer will communicate with and solicit input from other JCC faculty who teach this subject, if any.
7. The staff of the Distance Learning Department will assist the faculty designer in the instructional design of the course and provide appropriate necessary production support as specified below:

8. It is understood that every effort will be made to complete the course in time for use in the _____ semester of _____ (academic year). The designer will provide a progress report to the Director of Distance Learning at:_____.
9. Upon completion and signing of this agreement the course designed under this agreement shall become the property of Jackson Community College.
10. This agreement may not be changed unless both the faculty designer and Jackson Community College agree to the change in a written addendum.

Date _____

Faculty Designer

Director, Distance Learning
Jackson Community College

Supervising Dean
Jackson Community College

APPENDIX H

Letter of Agreement -- Learning Facilitators

The JCC Faculty Association (hereinafter referred to as the Association) and Jackson Community College (hereinafter referred to as the College) agree to the following:

A new faculty classification, entitled Learning Facilitator, shall be created under the following terms and conditions:

A. Working Conditions

1. A learning facilitator shall have teaching duties only. He/she shall not be required to conduct departmental or other College work such as:
 - a. develop and/or evaluation of course assessment data (learning facilitators will, however, collect assessment data)
 - b. curriculum review
 - c. hiring or mentoring of adjuncts
 - d. academic advising
 - e. participating in faculty learning days
 - f. developing and/or completing an Annual Professional Responsibilities Plan (APRP)
2. A learning facilitator's annual load shall be 608 to 640 contact hours with a maximum of 352 hours per enrollment period. Learning facilitators will have a minimum load of 48 contact hours per enrollment period.

B. Evaluation

A learning facilitator will be subject to an annual review of his/her teaching by the supervising Dean; this will include student evaluations and input from the appropriate Department Chair and school Dean.

C. Compensation

1. Initial placement on the salary schedule will be based on the learning facilitator's credentials. Maximum placement will be Class III, Step 5. Only teaching experience shall be granted up to the maximum of four (4) years. The learning facilitator shall receive annual step increases so long as he or she is hired for subsequent years.
2. A learning facilitator is not eligible for salary class changes.
3. A learning facilitator is not eligible for release time and/or stipends.
4. A learning facilitator is eligible for the economic benefits listed below:
 - (a) fringe benefits
 - (b) access to professional development activities
 - (c) overload pay for contact hours not to exceed the stipulated maximum
 - (d) Travel resources as approved by the supervising Dean

D. Rights and Privileges

1. A learning facilitator shall be issued an annual contract. There shall be no expectation of continued employment beyond the term of such contract.
2. If the individual in a learning facilitator position is not renewed, he or she shall be notified of non-renewal by April 1 and given reasons in writing for the non-renewal.

3. If a learning facilitator position is continued in the same area for four (4) successive years, a full-time position will have been deemed to be created and shall be posted.
4. The learning facilitator holding such a position at the time of posting may apply for said position but there is no guarantee of employment. If, however, the learning facilitator is offered a full-time position, he or she will be eligible for continuing contract after two (2) years in the full-time position.
5. A learning facilitator shall be awarded all rights and privileges delineated in the Master Agreement, except for the following:
 - a. faculty retraining
 - b. layoff and recall
 - c. bumping
 - d. stipends
 - e. voluntary or involuntary transfers
 - f. any other rights and privileges specifically excluded in this Letter of Agreement.

II. The learning facilitator position (s) shall be subject to the following:

- A. There shall be no more than five (5) such position(s) during the life of this agreement. The Administration has the sole right to determine whether to create (subject to the above maximum), move, or terminate a learning facilitator position.
- B. Learning facilitator positions may not be used to decrease the overall number of full-time faculty.

III. Review and Continuation

- A. This Letter of Agreement shall be attached to the 2002-05 Master Agreement as Appendix L.

Date: September 9, 2002

Signed copy on file

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