

# 2022-2025 Agreement between Jackson College and the JC Faculty Association (JCFA)

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## Master Agreement

Master Agreement This Agreement entered into this 8th day of August, 2022, by and between the Board of Trustees of Jackson College, Jackson, Michigan, operating under Act 331, P.A. 1966, as amended, of the State of Michigan, hereinafter called the "College Board" and the Jackson College Faculty Association, hereinafter called the "Association," affiliated with the Jackson County Education Association, Michigan Education Association and the National Education Association. In consideration of the following mutual covenants, it is hereby agreed as follows:

### ARTICLE I - Recognition

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

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

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

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

### ARTICLE II – Rights of the College Board and College President/CEO

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

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

- A. Right to Organize  
Pursuant to Act 336 of the Public Acts of 1947, as amended, the College hereby agrees that every eligible professional employee of the College shall have the right freely to organize, join, and support

the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of Michigan, the College undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any instructor in the enjoyment of any rights conferred by Act 336 or other laws of Michigan or the Constitution of Michigan or the Constitution of the United States; that it will not discriminate against any instructor with respect to any term or condition of employment by reason of their membership in the Association, their participation in any activities of the Association or collective professional negotiations with the Board, or their institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

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

- B. Nothing in this Agreement shall relieve or prevent an individual instructor, whether a member of the Association or not, from performing their professional duties or from exercising their independent judgment as a member of the faculty or of their department.
- C. Nothing contained herein shall be construed to deny or restrict to any instructor rights they may have under the Michigan General School Laws or other laws and regulations as they apply to community College instructors. The rights granted to instructors in this Agreement are in addition to those provided elsewhere.
- D. Use of Facilities  
The Association and its representatives shall have the right to use the College facilities at reasonable hours for meetings at no charge. It is understood that the Association will pay for any additional costs or custodial services required.
- E. Association Office  
The College agrees to make available a room in one of the College buildings suitable for use as an Association office. Duly authorized representatives of the Association shall be permitted to transact official Association business on College property; but this shall neither interfere with nor interrupt College operations.
- F. Use of Facilities and Equipment  
The Association shall have the right to use College facilities and minor AV & office equipment when such equipment is not otherwise in use. The Association shall pay the cost of all materials and supplies incident to such use.
- G. Association Communications  
Bulletin boards in faculty lounges and offices and other established media of faculty communication including electronic media shall be made available to the Association for official Association business.
- H. Requests for Information  
The College shall furnish, upon request, to the President of the Association, or their designee, information concerning the professional staffing and financial resources of the College; agendas, minutes and all attachments of all public Board meetings; treasurer's reports; enrollment data; names and addresses and position on the salary schedule of all professional personnel in the bargaining unit. Other information which will assist in collective bargaining or the processing of a grievance will be furnished when requested by the Association.
- I. Operational Changes  
The College President/CEO or designee 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. Loyalty Oath

All professional staff must submit the following notarized statement as required by the State of Michigan.

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

L. Private Life

Instructors shall be entitled to full rights of citizenship and no religious or political activities, nor the sexual orientation, of any instructor or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such instructor. The private and personal life of any instructor is not within the appropriate concern, purview or attention of the Board unless it becomes demonstratively detrimental to the student, to the instructor's effectiveness or to the standing of the College in the community.

M. Report to the College Board

A report from the Association President or their designated representative shall appear on the Agenda of all College Board of Trustees meetings, if requested prior to the start of the meeting. Such a report shall be discussed with the College President/CEO, or their designated representative, before being placed on the College Board Agenda. Notice shall be given two (2) business days prior to the start of the meeting.

N. Duties of Faculty Association President

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

O. Selection of College President/CEO

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

P. Rules and Regulations

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

Q. Instructor's Title

1. Annual Contract Faculty

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

2. Learning Facilitators

All Learning Facilitators shall be granted the title of Learning Facilitator.

3. Continuing Contract Faculty

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

Class I	Assistant Professor
Class II	Associate Professor

Class III	Professor
Department Chair	Professor (during tenure of office)

## ARTICLE IV – Maintenance of Membership & Payroll Deductions

### A. Association Dues

1. Instructors may, at any time, sign and deliver to the Payroll Office and the Treasurer of the Association, an assignment authorizing deduction of Association membership dues. Pursuant to such authorization, the employer shall deduct the Association's annual dues from the regular salary check of the Instructor. The College shall remit all dues so deducted according to the directions of the Treasurer of the Association, accompanied by a list of Instructors from whom the deductions have been made.
2. Instructors may resign membership in the Association and formally revoke the authorization discussed in (1) above, thereby terminating payroll deduction of Association dues, by providing a written resignation to the Association President with a copy to the Payroll Office.
3. The Association assumes all responsibility for the validity and legality of Instructor's deductions as are made by the College pursuant to this Article IV (A) and agrees to indemnify and hold the College harmless from any liability and/or damages associated with the College's compliance with this Article IV (A).

- B. Other Payroll Deductions. Additional payroll deductions may be made, as mutually agreed upon by the Instructor and the College, for insurance co-pays, banks, credit unions, tax-sheltered annuities, and for the benefit of some charitable organizations such as the Jackson College Foundation.

## ARTICLE V – Conditions of Work

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

### A. Duties and Responsibilities

It is acknowledged that the primary duty and responsibility of each instructor is to teach and that the organization of the College and the College day should be directed at insuring that the instructor is primarily utilized to this end. In addition to teaching duties, non-teaching activities which are part of the professional domain are also considered part of the responsibility of full-time faculty as found in the faculty job description on file in the Human Resources office. As such, it is expected that faculty will check their e-mail at least weekly while classes are in session regardless if they are teaching that specific semester.

### B. Professional Domain

#### 1. Teaching Assignment

##### a. Instructional Load

Each instructor will be responsible for a teaching load from 33 to 35 contact hours (including any credit-bearing course and/or release hours) annually which equates to one hundred and fifty (150) days. Advanced written approval of the Supervising Dean is required for semester loads in excess of 22 contact hours. Full-time faculty cannot teach more than 75 contact hours in an academic year.

##### 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. Conference Hours

i. On-Campus Hours

In order to foster workplace collaboration, connection, and culture, full-time faculty are expected to be on campus for a minimum of 4 hours per week during the Fall and Spring semesters. These hours may consist of professional activities such as attending meetings, consulting with students, networking with colleagues, or working in the office. It is understood that if a faculty member is not teaching, they are not required to hold these hours.

ii. Consultation Hours

Sufficient time is to be given to allow time for individual consultations with students to discuss course progress, material presented in class, or related topics. These hours may be scheduled in the instructor's primary office location or may take place virtually. The virtual hours are understood to be hours of availability when students may schedule appointments. It is understood that responding to students is a top priority for faculty; as such, faculty are expected to reply to students promptly, taking no more than 2 business days.

Non-Prison Teaching Load (Contact Hours)	Minimum Number of Hours Available on Schedule
11 or more	6
6-10	4
2-5	2
0	0

iii. Schedule Posting

A schedule with instructor's class times, on-campus hours and consultation hours will be sent to the Dean's office and posted outside their primary office door by the end of the 1<sup>st</sup> week of the semester.

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 their teaching assignment and schedule. In making the assignment, reasonable consideration shall be given to any conditions considered relevant, including the following:

- i. Number of different course preparations
- ii. Type of classroom activity
- iii. Institutional responsibility including committee work
- iv. Type of student assessment
- v. New course preparation
- vi. Academic advising
- vii. Curriculum development
- viii. Teaching of credit-bearing special training courses, seminars and workshops
- ix. Internships, work-based learning experiences, and independent studies
- x. Release time
- xi. Location of assignment and amount of travel

- xii. Time for eating lunch as denoted in Article V.E.4
- xiii. Rehearsal and performance time
- xiv. Program work (including accreditation)

e. Release Time for New Faculty

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

f. Course Cancellations – Notification of Department Chair

Department Chairs will be notified of any course cancellations in their department in a timely fashion.

g. Course Cancellations – Effect on Instructor’s Load

If a faculty member has a class canceled, they may either:

- i. Replace an adjunct instructor and assume that class in the semester in which the cancellation occurred, or
- ii. Select an additional class in a subsequent semester of the same academic year, or
- iii. 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 they choose to carry a reduced load pursuant to Article V.B.1.b.

h. Prison Assignment

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

2. Non-Teaching Assignments

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

a. Faculty Duty Days

- i. Faculty Learning Days (6 Days) Faculty are required to participate in professional development days – as scheduled on the Academic Calendar (Appendix C). These days include two (2) face-to-face Faculty Learning Days prior to the start of both the Fall and Spring terms. In addition, faculty will also complete two (2) Virtual Faculty Learning Days, as defined below. The content of these days will be jointly planned by the Office of Academic Deans and the Faculty Professional Development Committee.

1. **Virtual Faculty Learning Days:** In recognition of the value and flexibility provided by online, virtual professional development opportunities, the College and Association seek to encourage the use of time-shifting options for meeting faculty professional development expectations.
2. Attending four (4) virtual professional development (VPD) sessions will be considered equivalent to one (1) Virtual Faculty Learning Day. Therefore,

faculty will be expected to attend a total of eight (8) VPD sessions over the course of an academic year.

3. These VPD sessions may be attended at any time during the academic year, but must be completed before May 15.
4. Both live participation and the viewing of a VPD session recording will count as attendance.
5. Attending virtual sessions for Convocation Day does not count towards VPD sessions.
6. Attending VPD sessions from conferences and/or affiliated professional organizations may be counted towards the overall total for a maximum of four (4) VPD sessions. Any sessions attended to count for VPD days cannot be also counted towards class advancement.
7. **Attendance for VPD:** Faculty will fill out a brief Attendance Survey via JetNet and/or Dean's Office.
  - o **Attendance Survey will Contain:** Name, date, session attended, brief reflection on session.
  - o **Attendance Survey Results:** Only viewed by the Deans and the Dean's Office support personnel.
  - o Attending the minimum number of VPD sessions throughout the academic year is understood to be a contractual requirement for faculty.
  - o Presenting at a Jackson College VPD session counts as attendance for the session. A presenter must still fill out the brief attendance survey.

ii. Convocation Days (2 Days)

Faculty are required to participate in two (2) Convocation Days, Fall and Spring – as scheduled on the academic calendar (Appendix C). The content of these days will be jointly planned by the Office of the President and the Workforce Focus Committee.

iii. Pathways Day (1 Day)

Faculty are required to participate in one (1) Pathways Day – as scheduled on the academic calendar (Appendix C). The content of this day will be jointly planned by the office of the Academic Deans and the Department Chairs Committee.

iv. Commencement (1 Day)

Faculty are required to participate in commencement exercises on a date specified in the academic calendar (Appendix C). Academic attire is provided for each Commencement at the expense of the College.

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

Professional Responsibility days are for the purpose of completing the responsibilities and duties which are reported upon in the Annual Professional Responsibilities Plan (APRP). These days are not scheduled specifically on the academic calendar.

3. Overloads

a. Definition of Overload

For purposes of pay, any assignment in excess of 35 contact hours shall be considered an overload.

b. Maximum Overloads

Maximum overloads shall be as specified in Article V.B.1.a.



- c. Overload Contracts  
Overload assignments will be authorized on supplementary contracts stating the amount of the overload and compensation. Supplementary contracts will be issued fifteen (15) calendar days from the start of the course.
  - d. Instructor Interest in Overload  
Full-time instructors interested in teaching an overload may so specify during the departmental planning of the schedule. If the instructor desires to teach any course(s) which would constitute an overload at any time other than the planning of the schedule they should contact their Department Chair and the Supervising Dean.
  - e. Overloads Outside of an Instructor's Primary Teaching Area  
The Supervising Dean in consultation with the affected Department Chair shall determine instructor qualifications. Full-time instructors shall have first refusal for overloads within the instructor's primary teaching area. The Dean shall then authorize overload contracts based on the above. The rate of pay is specified in Appendix E.
  - f. 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 course adds and drops have been finalized for all courses an instructor is teaching in a particular 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 email.
5. Course Preparation  
Courses not previously taught by an 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 Chief Academic Officer, Supervising Dean and the Department Chair concerned. Class size shall be established on the basis of fairness consistent with maintaining the quality of instruction at a Community College level. Based on enrollment demand, the Administration may increase the capacity of appropriate courses by up to two (2) students. Labs and clinicals that are dependent on workstations and/or regulations are exempt.
  - b. Class Overloads  
Instructors may increase established class sizes per registration period by admitting students in writing or by otherwise authorizing the Administration. Registration period is defined as lasting until the add/drop time is completed.
7. Nursing Faculty

- a. Load for Clinical Assignments  
Instructors who make clinical assignments in advance of actual clinical contact hours will receive one (1) contact hour per enrollment period on their load.
  - b. Clinical Class Size  
The clinical class sizes shall not exceed the maximum students permitted by accrediting bodies.
  - c. Conditions of Work  
Except as expressly provided by this section, nursing faculty conditions of work are as stated in this Agreement.
8. Faculty Load Report  
Copies of the faculty load report shall be given to the Association upon request.
9. Learning Facilitators
- a. Working Conditions
    - i. Instructional Load. A Learning Facilitator shall be assigned primarily instructional duties. A Learning Facilitator shall be responsible for an annual load of 38 contact hours. The maximum load a Learning Facilitator may teach in any one enrollment period is 20 contact hours, without prior approval of the Supervising Dean. Learning Facilitators cannot teach more than 75 contact hours in an academic year.
    - ii. Additional Duties. In addition to the required instructional load, a Learning Facilitator will be required to develop and/or evaluate course assessment data and participate in all Faculty Learning days (including Virtual Faculty Learning Days), and Fall and Spring Convocation days scheduled on the Academic Calendar (Appendix C).
    - iii. Limitations on Duties. A Learning Facilitator shall not be required to conduct departmental or other College work. Duties that shall not be required of a Learning Facilitator include:
      - 1) curriculum review
      - 2) hiring or mentoring of adjunct instructors
      - 3) academic advising
      - 4) developing and/or completing an Annual Professional Responsibilities Plan (APRP)
      - 5) submitting annual goals
      - 6) participating in the Annual Faculty Portfolio Process
      - 7) participating in the Annual Faculty Professional Project
      - 8) committee membership
      - 9) creating/developing/modifying curriculum
  - b. Evaluation  
A Learning Facilitator will be subject to an annual review of their teaching by the Supervising Dean; this may include student feedback surveys and input from the appropriate Department Chair and Dean.
  - c. Compensation  
Learning Facilitators shall be placed into one of four (4) classes based on the same criteria found in Article XII (H). The annual compensation for each classification is found below:

Class I \$49,000	Class II \$53,000	Class III \$57,000
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d. Benefits Afforded to Learning Facilitators

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

- i. fringe benefits, including health insurance coverage;
- ii. professional development activities;
- iii. overload pay (at the classroom overload rate in Appendix E) for contact hours beyond the annual load of 38, not to exceed the stipulated maximum;
- iv. travel resources as approved by the Supervising Dean.

e. Miscellaneous Provisions Applicable To Learning Facilitators

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

C. College Calendar

1. The College calendars for 2022-23, 2023-24, 2024-25 and 2025-26, are as printed in Appendix C. The calendar will include one full-academic year beyond the duration of the Agreement.
2. Flexibility within the framework of the calendar is reserved by the College President/CEO or their designee to begin and end classes or programs at other than the dates specified in the calendar with the approval of the instructor and in consultation with the Department Chair. This will permit the scheduling of credit-bearing short courses, workshops, seminars, contract training, distance learning or experimental programs. Other items of the agreement will be applicable. This shall not preclude other courses of the type mentioned above being offered outside the calendar subject to instructor approval.
3. The President/CEO of the College, or his designee, reserves the right to cancel classes due to weather or emergencies.

D. College Week

1. If an instructor is assigned classes on Saturday or Sunday, the faculty member may have two (2) consecutive days with no courses scheduled during the week.
2. Assignment of Saturday or Sunday classes shall be for no more than one semester or one session per academic year without prior written consent of the instructor.

3. Instructors will not be assigned Sunday classes without their prior written permission.
4. An instructor will not be scheduled more than five (5) days in a seven (7) day week without their prior written permission.

E. College Day

1. Instructional assignments may be at any time of the College day but following an evening on campus assignment, no instructor shall be assigned to a class before nine (9:00) a.m. on campus without their written permission.
2. Evening classes from five (5:00) p.m. shall be assigned to an instructor no more than two (2) evenings per week without their prior written consent.

F. Off-Campus Assignments

1. Teaching assignments involving full-time instructors outside the Central Campus will be discussed with the faculty member. It is understood that the instructor's desires shall be considered in making such assignments.
2. If the College determines that a full-time instructor position is needed away from the faculty member's primary work assignment location, the following shall apply:
  - a. The College shall post a position to replace an existing vacancy or a new position, specifying assignment to the specific location.
  - b. If no vacancy exists or a new position cannot be created, the affected department shall determine who will accept the assignment. Full-time instructors shall not be required to accept a full-time assignment at an extension center for two successive enrollment periods.
  - 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 teaching facilities of this article (section L) shall apply to instructors assigned full-time to an extension center.

3. Mileage

- a. The College rate will be established by January 1<sup>st</sup> of each year and will align with the adopted IRS rate for that year. This mileage article will be administered using the College's travel and mileage policy.
- b. Requests for actual mileage reimbursement must be made in the enrollment period in which the travel occurred and must be submitted on the appropriate mileage reimbursement form.

G. Academic Advising

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

H. Non-Traditional Methodology

1. Development of Distance Learning Courses

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

2. Grant Funding

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

I. 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.

4. Academic Integrity

Faculty are expected to limit their contract training load so as to not interfere with their for-credit teaching responsibilities or other professional obligations.

5. Notification

Faculty may inform the Corporate and Continuing Education Department 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.

J. Teaching Facilities

1. Offices

Whenever possible, there shall be separate enclosed offices for each full-time instructor at their primary teaching location. Each office will be appropriately equipped, and each full-time faculty member will have access to their own telephone and computer, provided by the College.

2. Equipment and Supplies

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

K. 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 ultimately determine, in consultation with the Department Chairs, if the position will be continued in its current form, an alternate form or be eliminated.

b. Department Chairs' Recommendation

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

2. Advertisement

Faculty positions not in the present curricula shall be advertised.

3. Postings

Copies of all faculty and administrative postings will be posted on the College webpage.

4. Method of Application

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

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

L. 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 their 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.
3. Voluntary Intradepartmental Assignment  
Instructors wishing to change or rotate assignments within their department may make such requests which will be honored, whenever possible, provided no new faculty positions are created, and that faculty currently on those assignments are not displaced.
4. Instructor Requested Interdepartmental Transfers
  - a. Instructors may apply in writing to the Supervising Dean for interdepartmental transfers at any time and these applications shall be activated and considered when a vacancy occurs.
  - b. All transfers will be on the basis of qualifications.
5. Involuntary Interdepartmental Transfers
  - a. When necessary, involuntary interdepartmental transfers shall be of the least senior person possible and shall not act to cause the layoff or prevent the recall of a bargaining unit member.
  - b. Qualifications for purposes of a transfer shall be the same as cited in Article XIII, Section A.3.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.M.1,

or other staffing adjustments determined by the Administration allow.

- 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.M.1, or other staffing adjustments determined by the Administration allow.

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

M. Academic Freedom

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

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

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

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

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

N. 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.

O. 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.

P. Due Date for Grades

Due dates of final grades will be as follows:

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

2. If a course finishes during the final week of the semester, final course grades are to be submitted no later than 48 hours after the last day of the semester.

Q. Prison Working Conditions

The College will communicate regularly and promptly with faculty about prison teaching issues, shutdowns, facility conditions, scheduling classes, and course materials requirements.

1. Mileage

- a. The College rate will be established by January 1<sup>st</sup> of each year and will align with the adopted IRS rate for that year. This mileage article will be administered using the College's Travel and Mileage Policy.

- b. Requests for actual mileage reimbursement must be made in the enrollment period in which the travel occurred and must be submitted on the appropriate mileage reimbursement form.

2. Limits

Instructors may not be required to teach more than four (4) classes in the prison in a single semester, without the prior written consent of the instructor. This does not apply to Learning Facilitators.

3. Materials Development

If an instructor is assigned a new course to teach in the prisons and the materials for the course are required to be developed within a period of two weeks, or over Christmas or Spring Break, the instructor will be granted a classroom stipend for developing said materials based on an agreement made with the Dean.

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

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

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

For purposes of this Article, a year shall equal an academic year (FAL, SPR, SUM).

## **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 by 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 by April 15<sup>TH</sup> of each year. If a department does not make a selection by April 15<sup>th</sup>, the Supervising Dean will appoint a Chair for a one year term. No instructor can be appointed by a Supervising Dean for more than a one (1) year term within a two (2) year period.

4. Selection of Replacement

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

B. Release Hours

Release Hours allow faculty to supplement their annual load duties in order to fulfill important roles or accomplish significant tasks for their department and/or the College. Release hours come in three different forms: Shared Governance Hours, Department Chair Hours, and Institutional Release Hours.

1. Shared Governance Hours

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

2. Department Chair Hours

Each Department Chair shall be given ten (10) hours of release hours on an annual basis for the academic year. At least two (2) hours Department Chair hours must be used in the Summer Semester.

3. Institutional Release Hours

These hours are allocated by the Administration for critical roles at the College. They include, but are not limited to, Integrity Committee Chairs, Endowed Chairs, and the JCFA President.

4. Maximum Release Hours

No individual faculty member shall be given more than fourteen (14) hours of combined release hours annually, no more than six (6) in any one semester. In extenuating circumstances, this maximum value may be raised if approved by the faculty member, the Supervising Dean, the Chief Academic Officer, and Human Resources.

C. Administrative Assignment

If the College requests a full-time faculty member to perform work beyond the expectation of traditional service to the College (see Article V.A. Duties and Responsibilities) and the faculty member agrees to perform such work they shall be compensated at the non-classroom rate contained in Appendix E or by receiving release time by mutual agreement between the Administration and the faculty member. All such assignments shall be defined in writing, signed by the faculty member, the Supervising Dean and the Chief Academic Officer and approved in Human Resources in advance of performing those duties. Payment or release time for such work shall be made during the semester the work is performed.

D. Department 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.

1. Department Shared Governance Plan

- a. 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
  - b. Coordination & Monitoring of Department Plan  
Coordinate and monitor the departmental shared governance plan
2. Departmental and Annual Goals  
The Chair's role is to convene a department meeting to review and construct the department's annual goals. The Chair's role is to further help each department member coordinate their individual annual goals with the department's annual goals. The final goals for each department member, as mutually agreed upon with the Supervising Dean, will be shared by the Dean's office with the appropriate Chair for the purpose of departmental coordination and cooperation.
3. Schedule of Courses Offerings  
Consult with Deans and Center Administrators regarding the development and staffing of the schedule.
4. Student Complaint Process  
Participate in the student complaint process as specified in the current agreement.
5. Communication & Mentoring Annual Contract and Adjunct Faculty  
Establish and monitor a system to mentor and inform annual contract and adjunct faculty members about departmental and institutional procedures and standards. A full-time faculty mentor will be assigned by the Department Chair to each adjunct faculty member in order to fulfill the purposes outlined in this section.
6. Recommendation 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.
7. Budget Management  
Authorize expenditures for supplies and submit digital textbook orders or other educational resources.
8. Representative of the Department  
The Chair, or their designated representative, will represent the department at institutional functions, or committees. The Chair shall be available for consultation in connection with departmental functions, or shall designate a representative who shall be available.  
  
Encourage the quality and promote the timeliness of internal and external assessment work (incorporation of the assessment findings towards continual improvement of departmental offerings) including assessment and submission of General Education outcomes as well as regional and specialized accreditation work.  
  
Encourage the quality and promote the timely completion of Program Review and Course Review.
9. 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.
10. Selection of Textbooks and Courseware

The Department Chair will consult with lead faculty on the selection of course textbooks and materials.

E. Department Chair Designee

In any semester that the Chair is not teaching, they shall inform the College of the department member designated by the department's shared governance plan to cover departmental responsibilities during the semester.

F. 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. This is to be completed by May 15th of the year in which the individual serves as Department Chair. These evaluations may be reviewed by the Chief Academic Officer.

G. Concerns Related to Department Chair's Performance

The Supervising Dean will communicate concerns regarding the performance or non-performance of department responsibilities in a timely manner. Sufficient time will be given for the Supervising Dean's concerns to be remedied by the Department Chair.

H. Removal of Department Chair

In the event serious deficiencies are identified during the evaluation, the Department Chair may be removed from office by the Supervising Dean, and a new selection shall be made by the members of the department. In the event the department members do not select a Department Chair within fifteen (15) business days of the vacancy, the Supervising Dean will make a selection in consultation with the department. During this selection, the existing Department Chair shall be ineligible; they shall not become eligible for selection until the following year.

## **ARTICLE VIII – Faculty Benefits**

A. Insurance

1. Eligibility

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

2. Notice of Open Enrollment

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

3. Medical Insurance Programs

a. Employee Contribution

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

- b. Health Care Plan  
All eligible employees who elect health care coverage will be eligible to enroll in a MESSA Health Care Plan. The College will obtain said coverage through the Jackson County Health Consortium. The JCFA President and the VP of Administration and Human Resources will annually review plan options offered by the Jackson County Health Consortium and will select the two plans to be offered. Any proposed changes to health plans during the course of this Agreement will be agreed to by the Association and the College.
  - c. Wellness  
Employees that take the College's offered medical insurance shall enroll in a College-offered wellness program. The College will pay for services provided by a Health Management Program as part of the wellness program. Wellness plan requirements include: completion of a health risk appraisal, biometric screening and three (3) health coaching sessions. However, if an employee opts out of the wellness program, the employee will be charged \$50.00 per month. The College and the Association will mutually agree on the wellness program/provider.
  - d. Plan Descriptions  
Descriptions and information concerning the health care plans are available through MESSA and the Human Resources Department. Employees will be provided proof of insurance and literature describing the plans.
4. Health Insurance "Opt-Out" Plan
- a. Opt-Out Amounts  
Full-time instructors not electing health care insurance shall receive \$400.00 per month.
  - b. Proof of Coverage  
Those opting out of Medical coverage must annually provide documentation of alternative health insurance.
  - c. Mandatory PAK B Benefits  
Those employees not electing health care insurance will be required to take vision, dental, LTD, Life and AD&D, through MESSA PAK B. Details of the coverage available through MESSA PAK B is available through MESSA and the Human Resources Department.
5. Life Insurance
- a. Amount of Coverage  
Full-time faculty will receive basic life insurance in the amount of two times their annual base salary.
  - b. Proof of Coverage & Plan Descriptions  
Proof of insurance and literature describing coverage shall be furnished by the carrier to each employee.
  - c. Payment for Coverage  
These coverages are paid by the College.
6. Accidental Death and Dismember Coverage
- a. Amount of Coverage  
Faculty members are covered by a College-wide Accidental Death and Dismemberment policy. Specific details of the coverage are available in the Human Resources office.

- b. Payment for Coverage  
This coverage is paid by the College.

7. Long Term Disability (LTD)

- a. Compensation  
See Section B.3 of this Article for provisions.
- b. Seniority  
Seniority shall not accrue for disability leaves beyond twelve (12) months.
- c. Medical Insurance while on LTD
  - i. The College will continue health insurance benefit for the disabled employee and/or their family for no more than two years following the disabling event.
  - ii. The dollar amount contributed by the College for health benefit coverage during the time an employee is on LTD will be the same amount contributed for active employees. Employees on LTD are required to pay the employee portion of their insurance on a monthly basis (due the 1<sup>st</sup> of each month) in order to retain their insurance coverage unless the current carrier pays premium on member's behalf. If payment is not received by the College in the Human Resources office by the 15<sup>th</sup> of the month, insurance coverage for the employee will be dropped.
  - iii. The health benefit program options provided will be the same as provided to active employees.
  - iv. If the employee's spouse and/or dependents are eligible or become eligible during the two year LTD period for health benefits from another source they must accept that coverage.
  - v. At the end of the two year LTD period the employee will have the option of continuing their 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 twelve (12) months, the College may fill the position with temporary personnel, contracted personnel or in any other fashion. After twelve (12) months the College may post and fill the vacancy.
- e. Return From A Disability Leave
  - i. Less Than Twelve (12) 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.
  - ii. Beyond Twelve (12) Months  
If the employee's disability leave is for twelve (12) months or more, the employment relationship is terminated. If at a later time the employee's status changes and they are able to return to work they 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 their next time obligation. If not available, a message shall be left with the Office of the Dean and a building coordinator.

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 requires 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, including disabilities related to pregnancy, at no reduction in salary for the first thirty (30) days; at 85% of the total annual salary for the second thirty (30) days; at 75% for the third thirty (30) days. The College shall notify the instructor in writing of the dates the reduction will take effect. For the purposes of this section, the College will count only those days when the faculty member is expected to be present under the terms of their contract.

b. Definition of Days for Short Term Disability

Days for the purposes of this provision are calendar days.

c. Instructor's Pay when Duty Days have been Completed

Provided the instructor has completed the number of required duty days under the agreement, no reduction in salary will be implemented.

d. Return-to-Work

When returning from a short-term disability leave the instructor shall provide a return-to-work slip from the treating physician.

3. Long-Term Disability Leave

a. Description of Coverage

Employees will receive benefits consistent with Plans, depending on their choice of health insurance coverage. Details of such benefits are available through MESSA and the Human Resources Department. 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 four (4) work days may be allowed for such occasions in the immediate family. (Spouse, grandparent, parent, sibling, children, grandchildren, domestic partner, foster family and in-laws.)

b. Use of Personal Leave following a Bereavement Leave

Bereavement leave may be followed by personal leave if the employee is required to attend to business matters or if extensive travel is involved following the death of an immediate relative. (Spouse, grandparent, parent, sibling, children, domestic partner, parent-in-laws, uncle, aunt, son-in-law, daughter-in-law, sister-in-law and brother-in-law.)

- c. Scheduling use of Personal Leave for Bereavement  
Arrangements for personal leave in such case shall be made by telephone if not anticipated at the beginning of the bereavement leave.
- d. Other Bereavements  
Personal leave may be applicable to other bereavements.

6. Personal Leave

- a. Personal Leave Defined  
Up to five (5) 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, other than emergency circumstances, 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 their 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 Supervising Dean as soon as possible after the emergency is known.
- d. Use of Personal Leave for Other Employment Prohibited  
Under no circumstances will leaves from scheduled College activities be given for receiving pay for other employment.

7. Jury/Witness

- a. Jury Duty:
  - i. A faculty member who is summoned and reports for jury duty in any judicial hearing shall receive a leave of absence at no reduction in pay.
  - ii. A faculty member shall notify their Supervising Dean and the Human Resources Department at the time they receive notice to appear for jury duty and when they receive a summons for service on the jury.
  - iii. All jury duty fees received while on leave shall be surrendered to the College's Business Office within one week of receipt.
- b. Witness Duty:
  - i. A faculty member who is served a subpoena to appear to testify in an administrative or judicial hearing related to the operation of the College and/or College business shall be afforded leave of absence with no reduction in pay, provided said faculty member is not an adverse party or witness to the College in the proceeding.
  - ii. A faculty member shall notify their Supervising Dean and the Human Resources Department at the time they receive a subpoena or summons to appear as a witness.
  - iii. All witness fees received while on leave shall be surrendered to the College's Business Office within one week of receipt.

8. 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.

9. Presidential Assignment Leave

The College President/CEO may request a continuing contract faculty member consider a Presidential Assignment leave for strategic initiatives that demonstrates 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 Presidential Assignment would not exceed one semester or 50% of the faculty member's annual load.

- a. A Presidential Assignment leave will be paid at the full base salary rate. The instructor will be required to submit an Annual Professional Responsibility Plan as well as their Annual Goals by May 15.
- b. Limitation on Earnings while on Presidential Assignment Leave

If an instructor receives a grant or fellowship, or receives wages for other employment during the leave, the instructor's pay from Jackson College will be reduced so that the instructor's total income during Presidential Assignment Leave will not be more than the instructor's base salary.
- c. Plan

A comprehensive plan for sharing and/or demonstrating the work of this strategic initiative will be agreed to prior to the assignment. The work of the Presidential Assignment and/or its impact on teaching and learning will be shared upon return from the Leave with the President/CEO and then the College community.

10. Vacation

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

- C. Leaves of Absence Non-Paid

1. Military Leave

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

2. Professional Leave/Work Related Activities

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

3. Health

Leaves of absence will be granted for health reasons.

4. Non-Paid Personal Leaves

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

5. Family Medical Leave Act

Under specified circumstances related to family health care and childbirth up to twelve weeks



of unpaid leave per year will be granted in accordance with the Family and Medical Leave Act of 1993 (FMLA). Childcare and/or adoption leaves beyond the limits of FMLA may be granted. Faculty will follow the College policy and procedures for administering FMLA leave.

D. Continuation of Benefits While on Leave

1. Non-Paid Leaves

a. 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.

b. Continuation of Benefits

All benefits provided under this Master Agreement shall be guaranteed to an instructor on Presidential Assignment 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

Two Hundred (\$200) dollars per year of service with the College will be paid upon retirement to any instructor who has a minimum of ten (10) years of continuous service.

3. Master Adjunct Status

Retired full-time faculty will be granted Master Adjunct automatically for the purpose of potential adjunct work for the College, if they return to the classroom within two (2) years of retirement. The retired faculty will then be expected to follow the process to maintain Master Adjunct status.

F. Fitness for Duty Examinations

1. Required Fitness for Duty Exam

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

2. Immunizations and TB Tests

All Nursing and Allied Health instructors will submit an annual report of a TB test and will either submit a report verifying that they have completed Hepatitis B immunizations or sign a statement that they were offered immunization but declined.

3. Drug Screen

Nursing and Allied Health instructors shall complete an annual drug screen if required to do so by clinical sites. Faculty teaching for the Corrections Education Program will be required to comply with site specific drug screen requirements, for example the Federal facility in Milan.

G. Admission to Courses

1. Annual/Continuing Contract or Emeriti Instructors

Full-time faculty or Emeriti faculty (retired full-time faculty with ten (10) or more years of full-time continuous service to the College), shall be granted full tuition grants for any JC classes they desire providing there is no conflict with their own current assignment.

2. Dependents

Spouses, natural and/or legally adopted children and/or children (age 26 or under) of full-time

faculty or Emeriti as defined above shall be granted full tuition grants to any classes for which they meet the entrance requirements.

3. Tuition Grants for Dependents of Deceased Instructors  
The admission to courses benefit shall continue for spouses and dependent children of deceased faculty members.
4. Relatives/Dependents Not Covered  
Other relatives or dependents of faculty members are excluded from this provision.

## **ARTICLE IX – Grievance Procedure**

### **A. Purpose**

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

### **B. Definition**

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

### **C. General**

1. The number of working days indicated at each step should be considered as a maximum and every effort should be made to expedite the process. However, the time limits may be extended.
2. A grievant(s) failing to meet the timeline as set forth herein shall forfeit the right to further processing of the grievance and therefore management's last answer shall constitute the final disposition of the grievance.
3. A supervisor or the Administration failing to meet the time limits as set forth herein shall be considered a denial of the grievance.
4. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without the intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement provided that the Association has been given the opportunity to be present at such adjustment.
5. Either party may involve their representation at any and all levels of the grievance proceedings.
6. There shall be no reprisals of any kind against any employee involved in the grievance procedure.
7. All reasonable requests for available information necessary to the determination and processing of any grievance shall be honored by both parties. Excluded from this provision will be investigatory notes from either side.
8. At any step of the grievance procedure either party shall have the right to bring in witnesses to participate in the hearing.
9. In the event the Association files a grievance it shall be processed directly at Level 2.

10. In the event of a discharge, the aggrieved party may file a grievance within ten (10) days directly at Level 2.
11. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participants.
12. In the administration of the grievance procedure, the representation of the faculty member or members is solely the responsibility of the Association.
13. A grievance may be withdrawn at any level without establishing a precedent. However, if in the judgment of the Association Grievance Committee the grievance affects the welfare of the faculty, the grievance may be continued to be processed as grievance of the Association. A grievance, continued by the Association, may only be moved to arbitration when a faculty member is a joint party to the grievance.
14. All days are working days.
15. For timeline purposes, the day the grievance is filed does not count.
16. Reasons for the unacceptability of a grievance response shall be included in every grievance.

D. Grievance Procedure

Informal Level

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

Level 1: Supervising Dean

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

Level 2: Chief Academic Officer

A grievance appealed to Level 2 shall be discussed between the Chief Academic Officer or their designee and the grievant and the Association representative(s). The meeting shall be held within ten (10) days of the presentation of the grievance. Following the meeting the Chief Academic Officer or their designee shall answer the grievance in writing within five (5) days. A copy of the answer shall be given to the Association (email is acceptable for this purpose).

Level 3: Human Resources

A grievance appealed to Level 3 shall be discussed between the Vice President of Administration and Human Resources or their designee and the grievant and the Association representative(s). The meeting shall be held within ten (10) days of the presentation of the grievance. Following the meeting the Vice President of Administration and Human Resources or their designee shall answer the grievance in writing within five (5) days. A copy of the answer shall be given to the Association (email

is acceptable for this purpose)

#### Level 4: Arbitration

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

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

#### E. Board Grievance

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

## **ARTICLE X – Professional Growth**

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

#### 1. 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. Reflection on Previous Academic Year
- b. Efforts that Support Teaching and Learning
- c. Professional Development
- d. Service to the Department and the College
- e. Service to the Community
- f. Student Feedback Surveys
- g. Use of Professional Responsibility Days

#### 2. Faculty Manual

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

#### 3. Due Date

The faculty member on continuing contract will develop an APRP and submit it to the Supervising Dean by May 15, along with proposed annual goals for the subsequent academic year.

#### 4. Failure to Provide APRP

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

B. Annual Contract Instructors

Instructors on annual contract will be responsible for a deliverable item due by February 1<sup>st</sup> (except for the first year of mid-year hires) as outlined in the Faculty Manual (Appendix F).

C. Observations

Each semester classes may be observed by the Academic Dean or Chief Academic Officer. All monitoring or observation of the work performance of an instructor shall be conducted openly with their full cooperation. The use of eavesdropping, closed circuit television, public address or audiosystems, and similar surveillance devices shall be strictly prohibited.

D. Continuing Contract Faculty

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

E. Student Feedback Surveys

1. Students will be given the opportunity to offer feedback for the courses in which they are enrolled through a consistent process which protects the student's anonymity. The student feedback surveys shall occur:

- a. Fall/Spring Semester courses: Last week of the class and the week following.
- b. Summer Semester courses: During the last week of the semester and the week following. The Summer Semester student responses will not be included in the faculty APRP.

2. The College and the Association agreed upon an electronic student feedback survey instrument.

3. The survey instrument contains three (3) separate areas for students to provide feedback. These areas include standard survey questions from the College, respective Department and each course.

- a. The College survey questions will be uniform across departments and will be taken from the current bank of questions used for faculty surveys. The College portion of the survey contains no more than five (5) questions.
- b. Department survey questions may be developed by each department. Questions will relate to department established goals. The department portion of the survey contains no more than five (5) questions.
- c. Course questions may be developed by each department. The course level portion of the survey contains no more than five (5) questions.

4. The Chief Academic Officer, Supervising Dean and instructor shall have access to all portions of the survey and results. Department Chairs or their designee shall also have access to all portions of the survey for all their part-time instructors. Results of the survey will be shared with all appropriate parties within seven (7) days from the date the survey was closed to students. This requirement will not apply to surveys that are not performed electronically (e.g. prison program courses)

5. Student feedback surveys will not be used to replace or circumvent the student academic complaint

process or other processes designed to report alleged breaches of professional behavior.

6. It is acceptable for courses where electronic formats are not possible (e.g. prison program courses) to use paper surveys of students. The questions on the paper surveys must be the same as those for the electronic survey of the course. The surveys will be distributed to students during the last two weeks of class in a way that preserves student anonymity. The student responses will be submitted to the Academic Dean's Office where the results will be compiled and shared with the appropriate parties
- F. All faculty evaluation documentation will become part of the official personnel file maintained within the Human Resources office and subject to the provisions of Article XI.A.1 and XI.A.2.

## **ARTICLE XI -- Professional Behavior and Improvement**

### **A. Contents of Personnel File**

#### **1. Official File**

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

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

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

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

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

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

#### **4. Record of Disciplinary Action**

An instructor will not be eligible for Performance Based Pay in the first year after a 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 and placed in a separate administrative file until after a period of four (4) years unless active litigation, grievance, or agency investigations/procedures regarding that disciplinary action are in process. The disciplinary action will only be used between years 2 to 4 if there is a pattern of the behavior.

#### **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 after a period of two (2) years and placed in a separate administrative file until after a period of four (4) years. The disciplinary action will only be used between years 2 to 4 if there is a pattern of the behavior.

Such removal shall not occur until any litigation, grievances, investigations or other

procedures regarding the disciplinary action have been completed.

6. Removing Materials from Personnel File

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

7. Review of Personnel File

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

B. Breaches of Professional Behavior

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

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

C. Counseling

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

D. Discipline

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

E. Professional Competency Notification/Procedures

1. Professional Competency Notification

- a. A Professional Competency Notification may be given by the Supervising Dean if serious deficiencies related to instruction, teaching effectiveness, and professional growth have been documented.
- b. The professional competency notification shall specify the reasons for the issuance of said notification and establish a meeting between the instructor, their 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 Chief Academic Officer, one (1) will be appointed by the Association, and the third member will be appointed by mutual agreement of the two (2) appointees. If no agreement on the third person is reached within ten (10) days, after the Plan of Assistance is seen by the instructor, then a drawing from three (3) names presented by each of the appointees shall determine the third member of the Committee. All the names presented must be current full-time employees of the College and must have been so for at least five (5) years. Any member of the bargaining unit, selected by the drawing, may decline to serve. The members of the Assistance Committee will not be witnesses in any grievance relating to the dismissal of the instructor involved unless the instructor, by written request, allows all the Committee members to be such witnesses.
- b. Responsibilities  
Once named, an Assistance Committee shall be empowered to undertake or require any or all of the following:
  - i. Confer with all affected parties.
  - ii. Provide any assistance needed in addition to that proposed by the supervisor.
  - iii. Alter or add to the Plan of Assistance.
  - iv. Offer personal help to the instructor involved.
  - v. Suggest appropriate training experience.
  - vi. Observations of classroom performance.
  - vii. Annul the Plan of Assistance.
  - viii. Provide a continuous review of progress.

F. Probation for Continuing Contract Instructors

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

1. Establishing Probation



Probation shall be established by the College President/CEO on the recommendation of the Supervising Dean and Chief Academic Officer, 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.

3. Review of Progress

An instructor on probation will have their 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 Chief Academic Officer shall then recommend to the College President/CEO 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 their contract is to be terminated or by April 15 if they are to be removed from probation.

G. Student Complaints/Academic

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

## **ARTICLE XII – Professional Compensation**

A. Contracts

1. Date of Issue

All employment contracts (Appendix B - Annual or Continuing, depending on employment status) for returning members of the staff shall be issued by June 15<sup>th</sup>. Notice of Faculty Assignments (Appendix B) will be issued by August 15 (after Performance Pay has been determined).

2. Date of Return

Said employment contracts are to be signed and returned to the Human Resources Office by June 30 and are subject to the terms of the Master Agreement. The Notice of Faculty Assignment documents (Appendix B) do not need to be signed nor returned.

B. Annual Contracts

1. Continuing Track

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

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

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

ii. Similarly, the instructor will notify the College by April 1<sup>ST</sup> each year (June 1<sup>st</sup> for mid-academic year hires during their first year of employment) if they do not desire renewal of their contract.

2. Non-Continuing Track

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

- a. These positions will remain in existence only for the duration of the temporary funding and will not be used to replace the regular full-time teaching force of the College.
- b. If a continuing contract track vacancy occurs in the teaching force of the College, an instructor defined above, may apply.
- c. If a person who has been hired in a non-instructional, non-continuing contract position is granted a contract in a continuing contract teaching assignment, non-instructional teaching time at the College would not apply toward the requirement for a continuing contract.
- d. Positions created under this provision may be "replaced" under provisions of Article XIII.
- e. If funding is discontinued the faculty member will be notified in writing not less than thirty (30) days prior to termination.
- f. Positions created under this provision shall be reviewed prior to February 15 each year by the Vice President of Administration and Human Resources and the President of the Association.

C. Continuing Contract

1. Appointment

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

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 Fall semester.

D. Contract Forms

Contract forms are located in 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, including presentations given to area schools.

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. Individual Instructor Funds Each faculty member will have a development allowance of \$2000 per year credited to them.

- b. Graduate-Level Coursework. Faculty Members may use their individual instructor funds for graduate-level courses which are related to their role and responsibilities at the College. Use of said professional development funds must be approved in advance by the Supervising Dean.
- c. Service as an Officer of a Professional Committee  
A contingency fund of \$1,000 will be established for travel for any instructor who is appointed or elected to a state, regional or national professional committee in their specialized area. This fund will be kept separate from the regular faculty development allowance.

F. Base Salary for Faculty

- 1. Initial Faculty Base Salary  
When initially hired by the College, the initial base salary for new faculty members shall be set pursuant to the “Initial Faculty Base Salary” section of Appendix A.
- 2. Maximum Faculty Base Salary  
The maximum base salary to be paid to any faculty member shall be set forth in the “Maximum Faculty Base Salary” section of Appendix A.

G. Placement of New Faculty

- 1. Class Placement  
Class placement will be determined in accordance with the definitions of the qualifications for salary classifications in this article.
- 2. Level Placement  
All new full-time faculty will be placed at Level 1, unless they can provide the required documentation to be advanced to Level 2, per below:
  - a. Allowable Credit
    - i. 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).
    - ii. 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.
    - iii. Military Experience  
Evaluated at half credit with a maximum of two (2) years allowed.
    - iv. Other Work Experience  
Allowable only if it is pertinent to the teaching field or discipline. This will be evaluated at full credit for one (1) year. Experience beyond this amount will be allowed at one-half credit up to a maximum of five (5) years.
  - b. Special Circumstances  
Credit in excess of the above limits may be granted by the College President/CEO with the amount specified and supporting data justifying the action.
  - c. Placement:  
Level 1 = 0-5 years of Credit  
Level 2 = 6 or more years of Credit

d. No Advancement of Levels

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

H. Salary Classification

1. Definitions of Salary Classifications

Instructors are classified for salary purposes into three (3) classes based on academic preparation. Promotion to a higher class is recommended by HR annually, with assistance by appointed faculty member(s) on the following criteria:

Class I Bachelor's Degree or equivalent/appropriate occupational licenses OR Master's Degree or 30 semester hours of earned or equivalent graduate credit beyond a Bachelor's Degree.

Class II Master's Degree plus 30 semester hours of earned or equivalent graduate credit after qualifying for Class I OR 60 semester hours of earned or equivalent graduate credit beyond a Bachelor's Degree, 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 II. In the event that such an instructor at Class II is transferred into the Arts & Science area, the instructor shall have their class reduced to Class I unless they complete a Master's degree within two (2) years from the time of the transfer.

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

2. Maximum Level Placement for Instructor without Bachelor's Degree

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

3. Equivalent Graduate Credit

Professional or institute courses may be evaluated as graduate equivalency when approved by HR, appointed faculty member(s) and the College President/CEO. Appointed faculty member(s) are jointly agreed upon by the Association and the College.

a. Instruction required by State Department of Education

HR and the appointed faculty member 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.

b. Attending or Presenting at Professional or Institute Courses

Guidelines for evaluating professional or institute courses:

i. 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 sixty hours of the course for one equivalent credit (60:1)

ii. Activity Requiring Completion of a Project

An activity requiring the participant to complete a formally evaluated 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).

iii. Presenting

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

iv. 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.

v. Available Graduate Credit

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

vi. Accumulation of Hours

Course hours may be accumulated to reach the requirements above.

vii. Advance Approval

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

4. Class Advancements

a. Undergraduate Credit

i. 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:

- 1) 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.
- 2) The Supervising Dean has confirmed that the course(s) or program of study will directly enhance JC program offerings.

ii. Advanced Approval

Advanced approval by the Supervising Dean is required, acknowledging the course or program of study will directly enhance JC program offerings.

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.

- c. Requests for Class Change  
Requests for salary class change should be submitted before the start of the academic year.
  - d. Requirement of Earned Credits for Class III  
For class advancement to Class III, at least twelve (12) semester credits must be earned in College graduate-credit courses.
  - e. Base Pay Increase for Class Advancement  
Any faculty member who satisfies the criteria for promotion to a higher salary classification after being initially placed on the "Initial Faculty Base Salary" schedule shall have their base pay for the following academic year increased by \$6,000.
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 their students would be employed. Such credit, including the number of hours of employment, shall be processed through the Department Chairperson and must be reviewed for appropriateness in advance by the Personnel Review Committee. Final determination of the application shall be made by the College President/CEO
- 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
    - i. All part-time work will be evaluated at 75:1 ratio (15 weeks times 5 hours per week equals 1 equivalent graduate credit).
    - ii. 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, Spring, Summer).
    - iii. The total equivalent graduate credits for work may not exceed four (4) during their teaching portion of the year.
    - iv. 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 II and III: A faculty member can only earn one of these salary adjustments, based on the criteria below:
- a. Earned Specialist  
For an earned Specialist or similar certificate, an annual salary addition as specified in Appendix E shall be approved.
  - b. Doctoral Candidate (Admission to Doctorate Program and Completion of One Year of Study)  
An annual salary addition as specified in Appendix E shall be approved upon certification by the Supervising Dean or the faculty member's advisor at the graduate school that the applicant has been admitted to a program leading to Doctoral 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 they are actively pursuing a post-Master's Degree to continue to qualify for the salary addition.

c. Earned Doctorate

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

I. 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 their pay with approval of the Supervising Dean. Payment will be on the pay date following notification to Human Resources.

3. Daily Rate

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

4. Delivery of Payroll

Salary checks are to be deposited electronically.

J. Faculty-Prepared Instructional Material

1. Material Prepared on Own Time

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

2. Material Prepared on Contract Time

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

K. 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.

L. Performance Pay.

In addition to the base salary provided to a faculty member, during the 2022-2023 2023-2024 and 2024-2025 contract years, all faculty members shall be eligible to receive \$1,500.00 in performance pay each academic year. The process and criteria for faculty to receive performance pay is set forth in Appendix D. Faculty members shall be notified whether they have met the qualifications and satisfied the criteria for receiving Performance Pay in July and will receive their performance pay in August. Subject to the Maximum Faculty Base Salary found in Appendix A, performance pay awarded to a faculty member in any academic year shall be added to said faculty member's base

salary for the following academic year. Notwithstanding anything to the contrary contained herein or within Appendix D, Learning Facilitators, and faculty members who were not employed by Jackson College for the entire academic year, are not eligible to receive performance pay.

**Example:** A faculty member who is being paid the Maximum Faculty Base Salary for Class II, during the 2021-2022 contract year, who qualifies and receives performance pay each year of this Agreement, shall be paid the following:

2022-2023 Contract Year = Base Pay of \$ 94,000; plus \$1,500.00 of performance pay in August of 2023;

2023-2024 Contract Year = Base Pay of \$94,000, plus \$1,500.00 of performance pay in August of 2024;

2024-2025 Contract Year = Base Pay of \$95,500, plus \$1,500.00 of performance pay in August of 2025;

**Note:** Maximum Faculty Base Pay for Class II will increase to \$95,500 in the 2024-2025 contract year, which will allow the \$1,500 in performance pay received by the faculty member in August of 2024 to be added to their base pay.

M. Work-Based Learning Experience Courses

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

1. Pay

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

Number of Students per Course Section	Faculty Pay
1	\$225
2	\$375
3	\$525
4	\$675
5	\$825
6	\$975
7	\$1,125
8	\$1,275
9	\$1,425



10	\$1,575
11	\$1,725

2. Faculty Responsibilities

- a. Course Management Tasks: Syllabus, assignments, learning management system, evaluation, assessment, grades, etc.
- b. Communication:
  - i. Communicate with the Work-Based Learning Coordinator as needed.
  - ii. Communicate with any site-specific collaborators as needed. This may include site visits.
  - iii. Communicate all course requirements, learning outcomes and expectations at the beginning of the course.
  - iv. Communicate with students in an ongoing and timely manner to monitor workplace experiences and offer professional support.

3. Nursing, Allied Health and Agriculture Faculty are exempt from this language as work-based learning experiences already take place as part of their required program clinical experience.
4. Bachelor degree program students are exempt as work-based learning experiences are part of upper-level coursework.

N. Independent Studies and Individualized Learning Sections

1. Full-time faculty will be approached first for working with students in independent studies. Independent studies need approval from the Department Chair and Supervising Dean to be offered. If full-time faculty do not wish to work with these studies or sections, deans may assign it to adjuncts faculty.
2. If an existing course section is to be converted into an individualized learning section (i.e., a section of an existing course with four (4) or fewer students) before it starts, the course will first be offered to the instructor who was scheduled to teach it. If they decline to teach the class as an individualized learning section, it will then be returned to the Department for staffing.
3. A faculty member will have no more than four (4) independent study or individualized learning students in any one semester and the total number of contact in any one semester will not exceed sixteen (16), as per the table below. Work-Based experiences cannot be independent studies nor individualized learning, instead they fall under section N of this article.
4. The instructional format, assessment methods, and evaluation criteria for an independent study course are negotiated and agreed upon by the applying student and Supervising faculty, with the approval of the appropriate Department Chair and Supervising Dean.
5. Faculty who agree to work with independent study or individualized learning sections will be paid at a rate dependent on both the number of students and the number of contact hours for the course, as per the table below.

Pay Rates		Number of Contact Hours for the Course						
		1	2	3	4	5	6	7
Number of Students	1	\$122.89	\$245.78	\$368.68	\$491.57	\$614.46	\$737.35	\$860.24
	2	\$245.78	\$491.57	\$737.35	\$983.14	\$1,228.92	\$1,474.70	\$1,720.49
	3	\$368.68	\$737.35	\$1,106.03	\$1,474.70	\$1,843.38	NA	NA
	4	\$491.57	\$963.14	\$1,474.27	\$1,966.27	NA	NA	NA

## ARTICLE XIII –Staff Reduction

### A. Involuntary Layoff

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

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

#### 2. Decision/Notification

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

#### 3. Procedure

##### a. Order of Layoff

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

##### b. Displacement Rights

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

##### c. Qualifications to Displace

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 displacement rights of the faculty member.

d. Plan to Update Skills

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

4. Process for Exercising Displacement Rights

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

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

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

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

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

5. Recall

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

6. Length of Recall Eligibility

Instructor shall be eligible for recall for two (2) years from the date of layoff. In lieu of the two (2) years recall rights, the employee has the right to a one-time payment of \$10,000. This one-time payment will waive all future recall rights.

During the October immediately following the layoff notice receipt:

- a. The employee must give official notice of waiving recall rights to the Human Resources Office by October 1<sup>st</sup>.
- b. If the employee elects to take the payment, that one-time payment will be given in the first pay period following the receipt of the notice by the Human Resources Office along with documentation confirming waiving of recall rights. This documentation will also be sent to the JCFA President.

7. 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 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, interview preparation and job search services. The laid off faculty member shall be eligible to receive up to \$3,500 worth of services, payable to the agency of their choice, within one year of the date of their layoff.

8. 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.

9. 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 Spring semester.

10. Rescinding of Layoff Notice

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

11. Recommendation for Placement as Adjunct Instructor

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

12. Learning Facilitators

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

B. Voluntary Layoff

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

## ARTICLE XIV -- Negotiations

A. Notification

The Association will notify the College President/CEO or their designee 120 days prior to the expiration of the Master Agreement, of any changes in the membership of the Association's negotiating team. In order to promote mutual understanding of the terms of the agreement or in relation to specific problems, meetings of negotiators shall be held. In addition to negotiators, the President of the Faculty Association and the College President/CEO may attend.

B. Past Practice

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

C. Individual Contracts

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

D. College Policies

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

E. Distribution of Agreement

1. This Agreement shall be available on the Human Resources website to all new instructors at the time the appointment letter is issued.
2. The Association shall have twenty (20) copies of this Agreement for its use.

F. Severability

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

G. Review of Agreement by Counsel

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

H. Reserve Clause

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

## **ARTICLE XV – Faculty Retraining**

A. Enrollment Trends/Program Vitality Report

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

B. Retraining

1. Definition

The opportunity to retrain is provided to continuing contract instructors recommended by the Supervising Dean and approved by the Chief Academic Officer 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/Program Vitality 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

- i. 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).
- ii. 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.
- iii. 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.(iii).(3) 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:

- i. The faculty member lacks the prerequisites required to take graduate courses in the subject and
- ii. 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

- i. 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.
- ii. A continuing contract instructor who is unsuccessful in completing their retraining program and/or in the view of the College is not able to demonstrate adequate instructional proficiency shall be deemed as accepting a voluntary layoff should the College decide to eliminate the instructor's area.
- iii. In the event of an unanticipated sudden decrease in student enrollment in a previously unidentified area the following procedure shall be followed:
  - 1) Whenever possible students currently in the program shall be supported to complete their course of study.
  - 2) 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.
  - 3) 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 XVI - Duration of Agreement**

This Agreement shall be effective as of September 1, 2022 and shall continue in effect until August 31, 2025. 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 \_\_\_\_\_  
Vice-President

By \_\_\_\_\_  
Association Vice-President

By \_\_\_\_\_  
Chief Negotiator

By \_\_\_\_\_  
Chief Negotiator

Date of Signing: \_\_\_\_\_



APPENDIX A

**Initial Faculty “Base Salary” Schedule**

	<b>Class I</b>	<b>Class II</b>	<b>Class III</b>
<b>Level 1</b>	<b>\$69,000</b>	<b>\$75,000</b>	<b>\$81,000</b>
<b>Level 2</b>	<b>\$71,000</b>	<b>\$77,000</b>	<b>\$83,000</b>

Any faculty members who are below Level 1 of their respective class will be moved to Level 1 amounts for the 2022-2023 contract.

**Maximum Faculty “Base Salary”**

<b>Class I</b>	<b>Class II</b>	<b>Class III</b>
\$88,000	\$94,000	\$100,000

Maximum Faculty Base Salary set forth in each classification above shall increase in 2024-2025 contract year by \$1,500. The increase in the maximum faculty base salary for any individual faculty member is earned through the performance pay process.

**Contributory Retirement**

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

APPENDIX B

**Jackson College Annual Employment Contract**

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

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

Your salary shall be determined by and in accordance with your assignment (10 or 12 months), and the salary schedule and 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 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 electronically this contract as presented to you.

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

JACKSON COLLEGE

By \_\_\_\_\_  
President/CEO

ACCEPTANCE

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

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

Sign and return electronically to Human Resources.

APPENDIX B

**Jackson College Continuing Employment Contract**

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

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

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

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

This contract will not be binding on either party until you have signed and returned electronically as presented to you.

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

JACKSON COLLEGE

By \_\_\_\_\_  
President/CEO

ACCEPTANCE

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

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

Sign and return electronically to Human Resources

APPENDIX B

**Jackson College Notice of Faculty Assignment**

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

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

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

(title)

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

Additional assignments are as follows:

(stipend)

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

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

JACKSON COLLEGE

Signed \_\_\_\_\_  
President/CEO

APPENDIX B

**Jackson College Faculty Assignment - Overload**

Date \_\_, \_\_

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

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

(type of overload)

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

(calculation)

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

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

JACKSON COLLEGE

\_\_\_\_\_  
President/CEO

Appendix C

## Calendar 2022/2023

### Fall Semester 2022

Aug	23	In Service Day
Aug	24-25	Faculty Learning Days
Aug	29	Day and Evening Classes & First 7 Weeks Begin
Sep	3-5	Labor Day Holiday – No Classes
Oct	18-21, 24 & 29-30	Flex Week
Oct	31	Second 7 Weeks Begin
Nov	23-27	Thanksgiving Break – No Classes
Dec	17	End of Fall Semester

### Spring Semester 2023

Jan	3	In Service Day
Jan	4-5	Faculty Learning Days
Jan	9	Day & Evening Classes Begin & First 7 Weeks Begin
Feb	27-28	Flex Week
Mar	1-5	Flex Week
Mar	6-12	Mid-Semester Break – No Classes
Mar	15	Second 7 Weeks Begin
Apr	29	End of Spring Semester
Apr	29	Commencement

### Summer Semester 2023

May	20	Day and Evening Classes Begin
May	25-27	Memorial Day Holiday – No Classes
July	4	Independence Day Holiday – No Classes
Aug	10	End of Summer Semester

## Calendar 2023/2024

### Fall Semester 2023

Aug	22	In Service Day
Aug	23-24	Faculty Learning Days
Aug	28	Day and Evening Classes & First 7 Weeks Begin
Sep	2-4	Labor Day Holiday – No Classes
Oct	18-20, 23-24 & 28-29	Flex Week
Oct	25	Second 7 Weeks Begin
Nov	22-26	Thanksgiving Break – No Classes
Dec	16	End of Fall Semester

### Spring Semester 2024

Jan	9	In Service Day
Jan	10-11	Faculty Learning Days
Jan	15	Day & Evening Classes Begin & First 7 Weeks Begin
Mar	4-10	Mid-Semester Break – No Classes
Mar	11-15	Flex Week
Mar	18	Second 7 Weeks Begin
May	3	End of Spring Semester
May	4	Commencement

### Summer Semester 2024

May	20	Day and Evening Classes Begin
May	25-27	Memorial Day Holiday – No Classes
July	4	Independence Day Holiday – No Classes
Aug	10	End of Summer Semester

## Calendar 2024/2025

### Fall Semester 2024

Aug 20	In Service Day
Aug 21-22	Faculty Learning Days
Aug 26	Day and Evening Classes & First 7 Weeks Begin
Aug 31	Labor Day Holiday – No Classes
Sep 1-2	Labor Day Holiday – No Classes
Oct 16-18, 21-22	Flex Week
Oct 23	Second 7 Weeks Begin
Nov 27-30	Thanksgiving Break – No Classes
Dec 1	Thanksgiving Break – No Classes
Dec 14	End of Fall Semester

### Spring Semester 2025

Jan 7	In Service Day
Jan 8-9	Faculty Learning Days
Jan 13	Day & Evening Classes Begin & First 7 Weeks Begin
Mar 3-9	Mid-Semester Break – No Classes
Mar 10-14	Flex Week
Mar 17	Second 7 Weeks Begin
May 2	End of Spring Semester
May 3	Commencement

### Summer Semester 2025

May 19	Day and Evening Classes Begin
May 24-26	Memorial Day Holiday – No Classes
July 4	Independence Day Holiday – No Classes
Aug 9	End of Summer Semester



## Calendar 2025/2026

### Fall Semester 2025

Aug 19	In Service Day
Aug 20-21	Faculty Learning Days
Aug 25	Day and Evening Classes & First 7 Weeks Begin
Aug 30-31	Labor Day Holiday – No Classes
Sep 1	Labor Day Holiday – No Classes
Oct 15-17, 20-21	Flex Week
Oct 22	Second 7 Weeks Begin
Nov 26-30	Thanksgiving Break – No Classes
Dec 13	End of Fall Semester

### Spring Semester 2026

Jan 6	In Service Day
Jan 7-8	Faculty Learning Days
Jan 12	Day & Evening Classes Begin & First 7 Weeks Begin
Mar 2-9	Mid-Semester Break – No Classes
Mar 9-13	Flex Week
Mar 16	Second 7 Weeks Begin
May 1	End of Spring Semester
May 2	Commencement

### Summer Semester 2026

May 18	Day and Evening Classes Begin
May 23-25	Memorial Day Holiday – No Classes
July 3-5	Independence Day Holiday – No Classes
Aug 8	End of Summer Semester

## Performance Recognition Pay

As an innovative institution of higher education, Jackson College seeks to recognize employees for their outstanding job performance, their demonstrated beliefs-in-action practices, and most especially for their meaningful contributions to the success of our students, what is referred to as College's Total Commitment to Student Success. In sum, all of these contributions center upon each employee enthusiastically living the institution's mission, vision, values and beliefs (as posted on the College's website), to the best of their ability, to both internal and external stakeholders. In order to earn Performance Recognition Pay, Faculty shall demonstrate contributions to TCS2:

- A. Employment at Jackson College for the entire academic year;
- B. Posted syllabi on the College's JetNet system, due by the end of the 1<sup>st</sup> week of each respective class;
- C. Filed listing of conference hours, which must be submitted to the Deans' Office and adhered to by the faculty, by the end of the first week of the semester. It is understood that the office hours may be different for the first seven weeks and the second seven weeks.
- D. Completed appropriate assessment process (see APRP template in Appendix F: Faculty Manual) annually prior to the end of the Spring Semester;
- E. Regular submission of attendance records for each course taught to the College's online system, due within forty-eight (48) hours of the end of the current class session.
- F. Submitted Grades in a timely fashion:
  1. For any student that did not complete your class, indicated "Never Attended" or the student's "Last Date of Attendance."
  2. Final course grades submitted in accordance with Article V, Conditions of Work
- G. Submitted annual goals and other documents to Supervising Dean:
  1. **For Annual Contract Faculty:** Submitted appropriate Annual Faculty document (Initial Portfolio, Professional Project Deliverable, etc.) by February 1<sup>st</sup>. A draft of annual goals for the upcoming academic year must be submitted to the Supervising Dean by May 15<sup>th</sup> **NOTE:** Annual Faculty do NOT submit an APRP.
  2. **For Continuing Contract Faculty:** Submitted Annual Professional Responsibilities Plan (APRP) and a draft of annual goals for the subsequent academic year no later than May 15<sup>th</sup> of each academic year.
- H. Documented service on at least one College committee (i.e., Integrity, Advisory, and any additional committee as agreed to between the faculty and the Supervising Dean) (NOTE: Only applies to Continuing Contract faculty members);
- I. Compliance with all aspects of the Agreement collectively bargained between the Jackson College Faculty Association (JCFA) and Jackson College;
- J. Achievement of all annual goals, developed in concert, and mutually agreed upon, with the Supervising Dean
  1. Annual goals should be S.M.A.R.T. in their design;
    - a. **Specific:** The goals are clear and specific to the faculty member's context.
    - b. **Measurable:** The goals must be measurable so that progress can be tracked.
    - c. **Achievable:** The goals should be attainable by the faculty member.

- d. **Relevant:** the goals should align with the College's Strategic Agenda, as well as the shared governance plan of the department (i.e., department goals), while also being valuable and worthwhile to the faculty member.
  - e. **Time-based:** The goal should have a set target date for completion within the academic year.
2. Broad examples for annual goals include, but are not limited to
- a. External accreditation work for programs/degrees
  - b. Program review
  - c. Community outreach projects
  - d. Development of a new course
  - e. Development of a new delivery mode for an existing course
  - f. Major overhaul of an existing course
  - g. Improvement of existing College process or policy
  - h. Integration of new technology into one's practice
  - i. Academic publication within an appropriate discipline/field
  - j. Organizing/Hosting professional conference or series of colloquia
  - k. Completion of academic coursework in an appropriate discipline/field
- K. Demonstrated and documented character and professional behavior that does not include any breaches of professional behavior nor any disciplinary action within the current academic year.
- L. Employment status that is not probationary.

For items B, C, D and F listed above, each faculty member shall be given one (1) 48 hour relief each academic year. For item E listed above, each faculty member shall be given two (2) 48-hour reliefs each academic year.

APPENDIX E

**Stipends/Salary Adjustments/Overload**

Rates (per contact hour unless otherwise stated)

Agreement Reference	
Classroom Overload rate (per contact hour)	\$51.25
Non-Classroom Overload Rate (per clock hour)	\$33.28
Article XII (annual stipends)H, 6 a) – Specialist	\$652.34
H, 6 a – Doctoral Candidate	\$652.34
H, 6 a – Earned Doctorate	\$1,870.07

Appendix F

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

APPENDIX G

**Higher Learning Commission Criteria for Teaching**

[Faculty Guidelines OPB.pdf \(hlcommission.org\)](#)