Agreement

between the

Board of Trustees of

the Schoolcraft College District

and

The Faculty Forum of Schoolcraft College

August 2015 – August 2018

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# **AGREEMENT BETWEEN**

### THE BOARD OF TRUSTEES OF

## THE SCHOOLCRAFT COLLEGE DISTRICT

## AND

#### THE FACULTY FORUM OF SCHOOLCRAFT COLLEGE

This Agreement, entered into this 26th day of August, 2015 by and between the Board of Trustees of the Schoolcraft Community College District (hereinafter called the "Board") and the Schoolcraft College Faculty Forum, a local unit of the Michigan Education Association and the National Education Association, (hereinafter call the "Forum").

#### PREAMBLE

WHEREAS, the Board and the Forum recognize and declare that providing quality higher education consistent with community resources for the people of this College District is their mutual aim and that the character of such education depends, (in part), upon the quality and morale of the professional personnel, and

WHEREAS, the Faculty recognized that their primary responsibility is to perform their professional duties fully, properly, and ethically, and

WHEREAS, the Board has a statutory obligation, pursuant to Act 336 of the Michigan Public Acts of 1947, as amended, to bargain with the Forum as the representative of the faculty with respect to hours, wages, terms, and conditions of employment.

NOW THEREFORE, it is agreed:

## ARTICLE I

#### **RECOGNITION AND DEFINITIONS**

<u>Section 1.</u> The Board recognizes the Forum as the sole and exclusive bargaining representative as defined in Section 11 of Act 379 Public Acts of Michigan, 1965, for all teaching faculty, counselors, librarians, full and part-time and part-time clinical nursing instructors employed by Schoolcraft College; excluding all employees on administrative contracts, substitutes, Continuing Education instructors, coaches, and staff employees.

<u>Section 2.</u> Board policies and procedures apply to all employees of the College. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. This Agreement shall likewise supersede any contrary or inconsistent terms contained in any individual full-time faculty member's contract heretofore in effect. All individual faculty member contracts shall be made expressly subject to the terms of this Agreement. Unless specifically stated, no provisions of this contract may be waived or altered by the employer or the employee.

Section 3. For the purposes of this Agreement, the following terms shall mean:

- A. <u>Faculty Member -</u> The term "faculty member" shall mean all teaching faculty, coordinator/instructors, counselors and librarians employed full-time by Schoolcraft College; and where so specified in this Agreement, the term faculty member shall apply to all part-time teaching faculty, part-time counselors, part-time librarians, and all part-time clinical nursing instructors employed by Schoolcraft College.
- B. <u>Full-Time Teaching Faculty</u> The term "full-time teaching faculty" shall mean faculty members who teach one or more courses, the total of which constitutes more than twelve (12) contact hours per semester. Where the term "instructor" is used in this Agreement, it shall mean teaching faculty.
- C. <u>Full-Time Counselor</u> The term "full-time counselor" shall mean a full-time licensed professional counselor who is employed by Schoolcraft College under a probationary or full-status contract for a twelve (12) month period, with forty-six (46) weeks of assigned duties and who has a regular work load of thirty-five (35) hours a week.
- D. <u>Full-Time Librarian</u> The term "full-time librarian" shall mean any librarian who is employed by Schoolcraft College under a probationary or full-status contract for a twelve (12) month period with forty-six (46) weeks of assigned duties to cover the Instructional College Year, and who has a regular work load of thirty-five (35) hours a week.
- E. <u>Full-Time Health Information Technology Coordinator/Instructor</u> The term "full-time health information technology coordinator/instructor" shall mean the health information technology coordinator/instructor who is employed by Schoolcraft College under a probationary or full-status contract for the Fall and Winter semesters.
- F. <u>Full-Time Instructor/Artistic Director of the Theatre</u> The term "full-time instructor/artistic director of the theatre" shall mean the instructor/artistic director of the theatre who is employed by Schoolcraft College under a probationary or full-status contract to perform functions as per Appendix H.
- G. <u>Part-Time Instructor</u> The term "part-time instructor" shall mean anyone who teaches one or more college credit courses per semester or session, a total of which shall not exceed twenty four (24) contact hours during the course of an Instructional College Year. No more than twelve (12) contact hours may be taught in either the fall or winter term of the same Instructional College Year. Under this provision, the election of twelve (12) contact hours by a part-time instructor does not constitute a change in employment status to that of a full-time faculty member. During all other semesters or sessions the total contact hours assigned to a part-time instructor shall be less than eleven (11) contact hours.

#### Article I, Section 3 – Continued

- H. <u>Part-Time Clinical Nursing Instructor</u> The term "part-time clinical nursing instructor" shall mean anyone who is employed and who is responsible for clinical nursing labs between one (1) and thirty (30) clock hours per week per semester or session.
- I. <u>Part-time Culinary Arts Instructor</u> The term "part time culinary arts instructor" shall mean anyone who is employed and who is responsible for culinary arts lab course between one (1) and thirty (30) clock hours per week per semester or session.
- J. <u>Part-Time Counselor</u> The term "Part-Time Counselor" shall mean a licensed professional counselor who counsels and performs the duties per Appendix D-1 for an average of twenty-four (24) hours per week during the fifty-two (52) week work year.
- K. <u>On-Call Counselor</u> The term "on-call counselor" shall mean a licensed professional counselor who counsels and performs the duties per Appendix D for less than twenty-four (24) hours per week in a semester or session.
- L. <u>Part-Time Librarian</u> The term "part-time Librarian" shall mean anyone whose work consists of those duties described in Appendix F or F-1 for an average of twenty-four (24) hours per week during the fifty-two (52) week work year.
- M. <u>On-Call Librarian</u> The term "on-call librarian" shall mean anyone whose work consists of those duties described in Appendix F for less than twenty-four (24) hours per week in a semester or session.
- N. <u>Instructional College Year</u> An Instructional College Year for the purpose of this Agreement is defined as consisting of the Fall and Winter semesters as specified in Appendix K, K-1, K-2, K-3, K-4. Two semesters constitute the annual contract period for all full-time instructors except as specified elsewhere in this Agreement.
- O. <u>Contact Hour</u> A contact hour is the time (calculated in hours/fractions of hours) when a faculty member and students are involved in instructional activities (including lab).
- P. <u>Credit Hour</u> A credit hour is the number of hours/fractions of hours a college awards to students for a particular course (not inter-changeable with contact hour).
- Q. <u>Discipline</u> A discipline is a recognized body of knowledge organized and presented in an academic setting (History, Biology, Electronics, etc.).
- R. <u>Department</u> A department consists of one or more disciplines or College service providers (Counselors, Librarians, etc.) organized to create a contractual structure which allows for faculty participation in the academic decision-making process.
- S. <u>Designated Administrator</u> An administrative staff member is a: Dean, Associate Dean, Director, who is the faculty member's immediate supervisor, except when that person is not readily available, as in cases of illness, etc.
- T. <u>Distance Learning/Instructional Alternatives Definitions</u> As educational delivery methods and the availability of multiple instructional technologies proliferate, it is crucial to clearly delineate various distance learning initiatives from those which are classroom-based.

<u>Distance Learning</u> – Courses wherein the student and the faculty member are separated by time and/or space, generally delivered via some form of technology, such as audio, video, computer, web-based, satellite, interactive video, and others. Categories of distance learning course options may include:

#### Article I, Section 3 – Continued

- 1. <u>Interactive Television Courses (ITV)</u> Courses delivered in real-time over the interactive television systems to one or more sites. Students and faculty are able to interact live during regularly scheduled class times using this system. Course print text materials are normally the same as for on campus courses;
- 2. <u>On-line Courses</u> Delivered via the web using the College's designated courseware, faculty and students must have access to appropriate hardware/software. Other than the faculty option to utilize proctored testing, the course is conducted entirely on-line. Frequent asynchronous (not real time) communication is essential in this modality;
- 3. <u>Blended Technologies</u> A true "blending" or incorporation of a number of the distance learning delivery technologies to enhance the learning experience for the students.
- U. <u>Hybrid Courses</u> A hybrid course is a combination of face-to-face instruction with online learning. In a hybrid course, a portion of the course is taught online and, as a result, the amount of classroom seat-time is reduced. Hybrid courses differ from distance learning education courses because portions of them are classroom based.

# ARTICLE II

#### **BOARD RIGHTS**

<u>Section 1.</u> Except as modified by the terms of this Agreement, the Board shall retain all rights and powers to manage Schoolcraft College and to direct its faculty as conferred by the laws and constitution of the State of Michigan and of the United States and encompassed in the Board's responsibility to manage the Community College District. These rights and powers shall include, but shall not be limited to:

- A. The executive management and administrative direction of its properties, facilities, and faculty.
- B. The hiring, assignment, layoff, firing, and suspension of faculty subject to provisions of law.
- C. The establishment or elimination of curricula, courses of instruction, and extracurricular programs.

The exercise of these rights shall be limited only by the terms of the Agreement and provisions of law.

### ARTICLE III

#### FULL-TIME FACULTY RIGHTS AND RESPONSIBILITIES

<u>Section 1.</u> Each instructor shall be entitled to freedom of discussion within the classroom on all matters within the framework of the course being taught, which are relevant to the course and within his/her area of competence.

<u>Section 2.</u> Any full-status faculty member may request a change in departmental assignment to another area within his/her competency by giving official written notice to the appropriate administrator with a copy to the appropriate Vice President. Such notice must be received prior to February 1 of the contract year. Faculty members making such a request will be given first consideration for any existing opening. Assignments shall be made at the discretion of the Administration. Should the request be denied, the faculty member will be notified in writing as to the reasons for refusal.

#### Article III – Continued

<u>Section 3.</u> Each full-time faculty member shall have the right upon reasonable request and notice to review the contents of his/her personnel file, excluding letters of recommendation and employment credentials, with an appropriate administrator. The faculty member may be accompanied by a Forum representative if he/she so desires. When disciplinary or evaluative material is placed in an individual's personnel file the faculty member shall be furnished a copy of said material and shall have ten (10) days to write a rebuttal which shall be attached to the original material in the file.

<u>Section 4</u>. All full-time and part time faculty members shall be given an opportunity to evaluate administrators in their professional area of responsibility with whom they have had a direct working relationship. The administrator shall make forms available to faculty members, in his/her division, by April 1 of each year. The forms shall be returned by April 15 by the faculty members to the administrator for the administrator's personal evaluation of his/her administrative effectiveness. The form shall be developed by the administration and faculty submissions will be anonymous.

<u>Section 5.</u> The administration cannot require any full-time or part-time faculty member to assume an extra contractual assignment without his/her prior written consent via a non-contractual agreement.

<u>Section 6.</u> Any and all full-time faculty and administrative vacancies and new positions shall be posted and copies provided the Forum. Such posting shall contain a list of qualifications necessary to hold the position and a closing date for accepting applications. Full-time faculty applying for faculty positions shall be given first consideration in filling the vacancy provided said vacancy is within his/her competency. The Administration shall have the sole authority to fill these vacancies.

Section 7. When full-time faculty members are to be hired, the procedure shall be as follows:

- A. Upon administrative determination of a vacancy to be filled by full-time faculty member, the Faculty Representative of the affected department shall be notified and proceed to assist the appropriate administrator in determining whatever general and/or specific qualifications are to be sought.
- B. Upon completion of the posting period, the Human Resources Department shall make a preliminary screening to determine if applicants have met the desired qualifications and remove from further consideration, those applicants which do not.
- C. A formal screening committee chaired by a faculty member and comprised of two (2) administrators (one, non-voting, representing the Human Resource Department), the Faculty Representative or designee, another member of the department (preferably from the discipline where the vacancy exists), and another faculty member selected from the general faculty shall be established to review the applications (including those removed in Step B, if so desired) and determine which, if any, of the fully-qualified candidates they will interview. Should the make-up of this committee change due to inactivity of any committee member, the remainder of the committee shall proceed with the process.
- D. Upon completion of the screening and interviewing of the candidates, the committee will recommend their choices in rank order of preference, submitted to the appropriate administrator.

<u>Section 8. Medical Certificate</u>. Each full-time faculty member shall, prior to employment, furnish the College with a medical certificate of ability to perform the essential functions of the position. The form shall be provided by the College, the physician selected by the College, and the fee paid by the College.

<u>Section 9. General Faculty Meeting</u>. General faculty meetings called by the administration for full-time faculty members shall be limited to an average of one (1) meeting per month during the Instructional College Year. An orientation meeting of new faculty and a general faculty meeting may be scheduled prior to the beginning of the Fall semester in addition to the meetings noted above.

#### Article III – Continued

<u>Section 10.</u> The presence of cameras, tape recorders or similar recording devices during the meeting of a class shall be subject to the permission of the instructor, except as modified by federal law, state statutes.

Section 11. The full-time faculty member is entitled to the enjoyment of his/her constitutionally guaranteed rights. When he/she acts as a private citizen, he/she shall be free from institutional discipline. The faculty member, mindful of his/her responsibility to protect his/her own and the institution's integrity, shall exercise reasonable care to show that he/she is acting as a private citizen and does not speak for, nor represent the College.

<u>Section 12.</u> The College, while fulfilling its responsibilities to disabled students, will notify faculty when a student has been identified as a disabled student and will indicate the special assistance and/or special equipment being provided.

<u>Section 13.</u> Whenever standing or ad hoc committees containing faculty representation shall forward written recommendations to the appropriate administrator, said administrator shall respond, in writing, to that committee as to the disposition of the recommendation(s) as well as reason(s) for the disposition.

<u>Section 14.</u> At no time will a faculty member cancel a class session without the approval of the appropriate administrator.

Section 15. A full-time faculty member who accepts a position in administration will serve a two-year time period commencing from the date of appointment. At the end of the two-year time period, both the employee and the administration will be given an opportunity to determine if the employee will continue in the position or return to their full-time faculty position in their department of origin. At any time beyond the two-year probationary period the said employee may by their own choice return to their department of origin. If the department of origin no longer exists they shall automatically be granted a position in any department for which they meet the minimum competencies. If there is no department for which they meet minimum competencies. If the employee returns to a full-time faculty position. If the employee returns to a faculty position, the faculty member will be granted seniority for the time they acted as an administrator.

### **ARTICLE IV**

#### FORUM RIGHTS

<u>Section 1. Bargaining Agent.</u> The Board agrees not to negotiate with any faculty member or faculty organization other than the Forum and its officially designated representatives with respect to wages, hours, terms, and conditions of employment for faculty members covered by this Agreement for the duration of this Agreement.

<u>Section 2. Representation.</u> The Forum will continue to represent all members of the bargaining unit, equally, without regard to membership in the Forum.

<u>Section 3. Forum Representatives.</u> In the Fall of each year, the Faculty Forum shall notify the administration, in writing, of its officially designated representatives. Wherever in this Agreement, the phrase "Faculty Forum representative", "Forum representative", or "union representative" appears, it shall mean any one of these officially designated representatives of the Forum as determined by the Forum President or his/her designee.

<u>Section 4. Bulletin Boards.</u> The College shall designate bulletin boards or adequate portions thereof for the posting of Forum business notices or social announcements. All such notices or announcements shall be furnished to the Executive Director of Human Resources or his/her designee prior to posting.

#### Article IV – Continued

<u>Section 5. Access to Mailboxes.</u> The Forum shall have access to faculty mailboxes and electronic mail for the Forum's business, business notices, and social announcements. All such notices or announcements shall contain the signature of a Forum official and a copy shall be furnished to the Executive Director of Human Resources or his/her designee prior to distribution.

<u>Section 6. Use of Facilities and Equipment.</u> The Forum shall have the right to use College facilities and equipment for meetings provided the use of such facilities and equipment is scheduled through the appropriate College office. The Forum shall pay any overtime costs incurred as a result of the use of College facilities, and shall pay for the cost of all materials and supplies incidental to the use of College equipment. College non-faculty personnel shall not be utilized for business during their working hours.

<u>Section 7. Requests for Information.</u> In response to official requests the College agrees to furnish to the Forum available public information which shall assist the Forum in preparing for negotiations. The College shall not be expected to compile information but shall provide such information in the form available.

<u>Section 8. Job Descriptions.</u> If the Administration wishes to establish a new faculty position, it shall so notify the Forum and attempt to conclude a memorandum of understanding regarding the job description. Should the parties be unable to agree within one month of the Administration's submission of the proposed job description to the Forum, the Administration may implement its proposal on a temporary basis. If the Administration chooses to implement the change without concluding a memorandum of understanding, it shall so notify the Forum. The Forum shall have fifteen (15) days from this notice to file a grievance. Such a grievance may be expedited by filing it at Step III of the grievance procedure. Should the Forum not file a grievance within this time period, the Administration's proposal shall become the memorandum of understanding. If a grievance is filed, the Administration's proposal shall be the temporary job description during the grievance and arbitration processes.

- A. Should it be necessary to amend existing job descriptions due to changes required by an outside accrediting agency, the Administration shall so notify the Forum and attempt to conclude a memorandum of understanding regarding these changes. Should the parties be unable to agree within thirty (30) days of the Administration's submission of its proposed changes, either party may request immediate and expedited binding arbitration to resolve outstanding differences.
- B. Should the Administration wish to amend existing job description(s) for any other reason, then the amendment process provided within this Agreement shall be followed.

<u>Section 9. Governance.</u> At least once every other month during the Instructional College Year, the College President or designee shall meet with the Forum officers to discuss matters of concern to either or both of the parties. Either party may initiate items for discussion and either party may bring additional persons to the meeting.

<u>Section 10. Program Elimination Notice.</u> The College shall provide one year's notice prior to the elimination of or substantial modification (to the point that a faculty member is no longer qualified to teach in that program) of an existing program unless the elimination or modification is due to an insufficient funds situation as specified in Article V, Section 11B2.

<u>Section 11. Union Business Days.</u> Up to sixteen (16) individual work days may be used annually at the discretion of the Forum, provided that prior notification is given to the appropriate administrator and the utilization of such times shall not impair the instructional program.

The Forum, at its discretion, may purchase at the supplemental rate, one course (up to 8 contact hours) release time, per semester, for use by the Forum President. The President will not select supplemental courses during said semester unless mutual agreement is reached with the administration. Such a choice must be made prior to the beginning of classes in the semester(s) of choice. The College will be reimbursed for hours so purchased on or around April 15.

### Article IV – Continued

<u>Section 12. Copies of Agreement.</u> Official copies of this Agreement shall be printed by the College within sixty (60) days after the Agreement is ratified. A copy shall be presented to each full-time faculty member now employed, or hereafter employed by the College. The College will also supply to the Forum free of charge fifty (50) copies of the Agreement, plus more as needed at reasonable cost.

<u>Section 13. Part-Time Faculty Report.</u> Within four (4) weeks after the opening of the Fall and Winter semesters, and within two (2) weeks after the opening of the Spring and Summer sessions, the Executive Director of Human Resources will provide the Faculty Forum with a list of all part-time faculty members who are currently employed by Schoolcraft College. This list will include the number of course contact hours assigned.

#### Section 14. Dues/Service Fee.

A. All individuals of the bargaining unit wishing to join the Faculty Forum shall pay a service fee to the Faculty Forum. This fee will be deducted by the College from faculty salaries, pursuant to written authorization and transmitted to the Faculty Forum as hereinafter provided. For faculty members who choose to join the Faculty Forum, the fee will be the dues, fees and assessments of the Faculty Forum and its affiliate organizations. No member of the unit shall be required to become a member of the Faculty Forum and its affiliate parent organizations.

All resignations of MEA and Forum membership must be submitted in writing, signed and dated by the member, and mailed to MEA at P.O. Box 51, East Lansing, MI 48826. A copy of the letter will also be sent to the Schoolcraft Faculty Forum membership chair and to the College's Human Resources office. This material must be submitted between August 1<sup>st</sup> and August 31<sup>st</sup>. Completed resignation requests will go into effect on September 1<sup>st</sup>.

- B. Within ten (10) days after the first day of the first semester, or within ten (10) days of the first date of a faculty member's employment, whichever date is earlier, the faculty member may sign and deliver to the Human Resources Department, a written assignment authorizing deduction of either the dues of the Faculty Forum and its affiliate organizations, or the above-mentioned service fee. Such authorization shall continue in effect throughout the life of this Agreement or until the employment of the faculty member has been terminated.
- C. The deduction of the service fee shall be in uniform amounts and shall be made biweekly from regular payroll periods, beginning with the first (1st) payroll in October and ending not later than the last payroll in April.
- D. The College agrees to promptly remit all monies so deducted according to written directions of the Forum and to accompany such monies with a list of faculty members and amounts from whom deductions have been made.
- E. The Forum will protect and save harmless the College from any and all claims, demands, suits, and other forms of liability, including attorneys' fees incurred in connection therewith, by reason of action taken, or not taken by the College for the purpose of complying with this Article, subject however, to the following conditions:
  - 1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the College or its agents.
  - 2. The Forum, after consultation with the Administration, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the College by any court or tribunal.

#### Article IV, Section 14 – Continued

- 3. The Forum has the right to choose the legal counsel to defend any said suit or action.
- 4. The Forum shall have the right to compromise or settle any claim made against the College under this section.

<u>Section 15.</u> Forms necessary to fulfill contractual obligations (track placement, grievance, etc.) shall be mutually developed between the Administration and the Forum President and/or his/her designee.

<u>Section 16.</u> If the College considers offering interactive teleconferenced courses for teaching purposes (for college credit), the Faculty Forum and the Administration will negotiate the faculty's role in these courses.

# ARTICLE V

#### FULL-TIME FACULTY STATUS

<u>Section 1. Probationary Status.</u> Full-time faculty members shall initially be employed in a probationary status for up to the first three years of their employment with Schoolcraft College. A full-status contract shall be offered to the faculty member upon completion of this three-year period if the faculty member's evaluations have been satisfactory; and if the faculty member has successfully met any conditions which may have been established, as part of the probationary contract, at the time of hire; and if there exists a continuing need for the faculty member's services. If all of these conditions have not been met, the College may either terminate the faculty member's employment or offer an extension of the probationary period for up to a fourth year to allow more time for the conditions to be met. If all conditions have not been met at the end of the fourth year of probation, the faculty member's employment shall be terminated. If the conditions have been met, a full-status contract shall be offered to the faculty member.

<u>Section 2. Orientation.</u> All newly hired full-time faculty members shall be obligated to attend the mandatory orientation program as deemed necessary by the appropriate administrator.

<u>Section 3. Evaluation of Probationary Faculty.</u> Probationary full-time faculty members shall be subject to a continuous formal evaluation.

The evaluation procedure as defined in the Faculty Evaluation Procedure document and the Schoolcraft College Faculty Evaluation Handbook will be utilized by the appropriate personnel in evaluating probationary full-time faculty members.

- A. The evaluation results will be communicated to the faculty member by the Associate Dean.
- B. Where a probationary full-time faculty member shows deficiencies, the deficiency must be stated in writing along with a plan for improvement which may utilize the Faculty Professional Development System integral to the evaluation process. Such a plan must be formulated by the probationary faculty member in consultation with the peer evaluator(s) and the Associate Dean. After each full evaluation cycle (where all evaluative tools have been utilized once), a conference will be held between the probationary full-time faculty member and the Associate Dean. The evaluation results will be discussed with the probationary full-time faculty member and initialed by him/her.
- C. The procedure for the revision of the Evaluation Process is outlined in the Handbook. Should it be necessary to revise the process, such recommendation(s) will be forwarded to the Faculty Forum and to the College for approval before being adopted. No changes to the Evaluation Handbook or procedure may be made without the approval of the Faculty Forum and the Administration.
- D. All newly hired full-time faculty members shall be assigned a faculty mentor. The designated administrator and the mentor shall meet with the new faculty member prior to the start of classes in the first semester of employment to explain the Mentor Program.

#### Article V – Continued

<u>Section 4.</u> Each probationary full-time faculty member will be notified in writing by April 15 or December 15, whichever is appropriate, of one of the following:

- A. The continuation of the probationary contract.
- B. The placement of said probationary full-time faculty member on a full-status contract.
- C. Termination of employment.

Section 5. Probationary status may be terminated in the following manner:

- A. By mutual consent at any time.
- B. By resignation of the full-time faculty member at the end of the probationary contract period, provided written notice of such resignation is given as soon as possible but not later than forty-five (45) days before the end of the probationary contract period.
- C. By administrative action during the course of the probationary contract period. Termination of probationary full-time status during the course of the probationary contract period shall be for cause. A written notice of termination, setting forth the reason for such action, shall be furnished to the full-time faculty member. Within fifteen (15) days after the receipt of such notice, the full-time faculty member may request a hearing before the Board by presenting a written request to the Chairperson of the Board, with a copy to the President of the College. The procedure set out in Article V, Section 8, shall be followed.
- D. By administrative action at the end of the probationary contract period. The release of a full-time faculty member on probationary status may take place at the end of the probationary contract period without recourse to the grievance procedure. By April 15 or December 15, whichever is appropriate, the probationary full-time faculty member shall be notified of his/her release and the reasons therefore in accordance with the provisions of Section 4 of this Article. Within ten (10) days of the receipt of such notice, the probationary full-time faculty member may request a hearing before the Board. Such request shall be in writing. The Board shall schedule the hearing within thirty (30) days from the date of the receipt of such written request. In reaching its decision, the Board shall review and consider the employee's probationary evaluation reports. The Board may consider all other matters it deems relevant in reaching its decision.

<u>Section 6. Full-Status Full-Time Faculty Member.</u> A full-status full-time faculty member shall receive a contract that will guarantee his/her continued services except for the following conditions: termination, staff reduction, retirement, resignation.

- A. An annual salary agreement (see Appendix A, A-1, A-2 and A-3) is required for use with this continuing contract.
- B. A full-status contract may be terminated by the Board (see Section 8 of this Article, Procedure for Terminating Full-Status, Full-Time Contract) for good and adequate cause or as an out-growth of the suspension procedure.
- C. A full-status, full-time faculty member may be suspended for good and adequate cause (see Section 9 of this Article, Procedure for Suspending a Full-Status Full-Time Faculty Member). Such a suspension may be with or without pay.

#### Article V – Continued

<u>Section 7. Academic Rank - Full-Time Faculty.</u> An academic rank system shall consist of the following ranks: Instructor, Assistant Professor, Associate Professor, Professor.

- A. This system of academic rank shall have no effect on any form of compensation received by any faculty member.
- B. Rank shall be attained as follows:
  - 1. <u>Instructor</u>: Upon hire as a full-time instructor
  - 2. <u>Assistant Professor:</u> Upon successful completion of the probationary period and achievement of full status.
  - 3. <u>Associate Professor</u>: At the beginning of the Instructional College Year following receipt of a satisfactory evaluation as an Assistant Professor.
  - 4. <u>Professor:</u> At the beginning of the Instructional College Year following receipt of two satisfactory evaluations as an Associate Professor.
- C. Counselors and Librarians shall have the option of using academic rank titles when teaching, publishing, or communicating with institutions that use a ranking structure for counselors and librarians.
- D. Newly employed full-time faculty shall begin as Instructors and must achieve academic rank as specified in (B) above, except that a person, who has achieved academic rank at another institution and is then employed as a full-time faculty member of Schoolcraft College, shall be entitled to that rank after successful completion of the probationary period at Schoolcraft College.

#### Section 8. Procedure for Terminating a Full-status Full-Time Contract.

- A. A notice of intention to terminate the contract must be furnished by registered mail to the full-time faculty member. Such notices must be accompanied by a written statement outlining the specific reason(s) for such action.
- B. A Faculty Forum representative shall be given an opportunity, during a closed session of the following Board meeting, to make a presentation of the Forum's position on such termination.
- C. A grievance arising from a termination may be filed at the option of the Faculty Forum with the American Arbitration Association for expedited arbitration.
- D. A full-time faculty member may terminate his/her contract by notifying the Board by April 1.

<u>Section 9. Procedure for Suspending a Full-Status Full-Time Faculty Member.</u> Only the College President, or the Vice President of Instruction when so designated by the President, may order the suspension of a full-time faculty member without pay.

- A. Prior to such an action being taken, a hearing shall be scheduled by the President or his/her designee involving the appropriate administrator(s), the faculty member, and his/her union representative(s). Notification of the meeting shall be delivered, in writing, to the faculty member with an explanation of the alleged breach of discipline as well as a warning that suspension without pay may result. A copy shall also be delivered to the Forum President.
- B. Following the meeting, the President or his/her designee shall notify the faculty member and the Forum President as to the disposition of the case in question (no later than five (5) calendar days from date of the meeting).
- C. Should suspension without pay be imposed, the suspension shall be for no more than one (1) week.

#### Article V, Section 9 – Continued

- D. If the full-time faculty member is not satisfied with the decision of the President or his/her designee, he/she may within five (5) days submit the decision to arbitration by serving a written notice to the Board, with a copy to the President of the College, at which time Step Four of the Grievance Procedure shall become operable.
- E. All records of these proceedings shall be kept separate from the personnel file of the full-time faculty member until the final determination of the case.
- F. Suspension with pay may be ordered by the President prior to a hearing should circumstances warrant an immediate removal from the full-time faculty member's performance of his/her duties and responsibilities.
  - 1. A post-suspension hearing functioning as outlined in Section 8B shall be held within two (2) weeks of the suspension.
  - 2. A suspension with pay may be of indeterminate length.
  - 3. If the full-time faculty member is not satisfied with the decision of the President or his/her designee, he/she may within five (5) days submit the decision to arbitration by serving a written notice to the Board, with a copy to the President of the College, at which time Step Four of the Grievance Procedure shall be come operable.
  - 4. All records of these proceedings shall be kept separate from the personnel file of the fulltime faculty member until the final determination of the case.

<u>Section 10. Evaluation of Full Status Full-Time Faculty</u> All full-status full-time faculty members shall be subject to formal evaluation once every four (4) years, utilizing the tools and procedures outlined in the Schoolcraft College Faculty Evaluation Handbook. The evaluation process is to be non-punitive, promoting growth and opportunities for professional development.

Where an evaluation results in an overall composite rating (OCR) score of less than 3.88, deficiencies must be stated in writing along with a plan for improvement formulated by the faculty member in consultation with the assigned faculty mentor and the designated administrator. The faculty mentor is assigned by the Designated Administrator for a period of two years. The faculty mentor will be compensated at a rate of one (1) contact hour per year. Evaluations will continue every two years until the OCR score is 3.88 or greater, at which time the regular evaluation cycle resumes.

If the OCR score is less than 3.88 after mentoring occurs, faculty will be subject to the formal evaluation process outlined in the Faculty Evaluation Handbook every two years until such time as the OCR score rises to 3.88 or greater. Faculty mentor support will be provided for one (1) two-year period.

If evaluation results in an OCR score of 4.50 or greater, the faculty member will receive recognition from the College for their achievement.

In addition, all full status full-time faculty will have a checkpoint review meeting in the middle of the four year evaluation cycle (defined as two years after the last evaluation). The checkpoint review process is as follows:

- 1. One IDEA survey will be distributed to students in the semester prior to the checkpoint review meeting following the same process used in the evaluation process.
- 2. The Faculty will have sole possession of their detailed data, which includes the data cover sheets. The faculty member will provide a copy of their review process student data cover sheets to their immediate supervisor.

#### Article V, Section 10 – Continued

- 3. The IDEA results will not be tied to the evaluation score system.
- 4. The purpose of the checkpoint review meeting will be to have dialogue between the faculty member and the supervising administrator regarding student data results, professional development activities and continuous improvement objectives. The faculty will bring with them, for the purpose of review and discussion, both the IDEA student data and their proposed professional development activities for the coming semesters.
- 5. In lieu of a face to face meeting, exceptional circumstances (i.e. faculty member is out of state, faculty member has other full time employment) may dictate the use of an alternative meeting format (i.e. phone or Internet meeting).
- 6. The administration will develop a standardized form to be utilized for recording professional development plans.

#### Section 11. Staff Reduction.

- A. <u>Seniority Full-Time Faculty</u> A faculty member shall be entered on the seniority list of the College from his/her most recent date of full-time faculty employment.
  - 1. In cases of equal seniority, higher rank shall be determined as follows:
    - a. Based upon the date the contract for employment was issued by the College.
    - b. In the event the dates are the same, the employee's name shall be placed in a hat and seniority determined by a blind draw; said draw to be conducted by a representative of the Faculty Forum and a representative of the Administration. The first name drawn shall have the greater seniority.
  - 2. Said seniority list shall be maintained by the Human Resources Department, updated annually and two copies shall be furnished to the Faculty Forum President by October 1, each year. Disputes challenging the accuracy of the list shall be filed with the Executive Director of Human Resources within twenty (20) days after the Faculty Forum receives the list. Should there be no satisfactory resolution within twenty (20) days of notification of any alleged inaccuracy, the faculty member shall have the right to grieve the alleged inaccuracy. Such challenges must be based on the contract language of Article V, Section 11A. If no grievance is filed within fifteen (15) days of the expiration of the time allowed the Executive Director of Human Resources to answer, the seniority list shall be conclusive as to seniority dates.
  - 3. Seniority rank shall be maintained during absence from the College due to staff reduction.
  - 4. A faculty member shall lose seniority with the College if he/she resigns, quits, is discharged or if he/she is laid off for longer than three (3) years.
  - 5. A faculty member shall accrue faculty seniority only for the time during which he/she was employed as a full-time faculty member or was on an approved leave except that only one (1) term of office under a public service or teacher association duty leave shall accrue seniority.
- B. <u>Reduction of Full-Time Faculty.</u> Whenever necessary, because of insufficient student enrollment as defined in E below, to decrease the size of the full-time faculty in any discipline (e.g., economics), counseling service or library service, the Board, upon recommendation of the President may lay off the necessary number of faculty in the discipline(s) or areas affected.

#### Article V, Section 11 – Continued

- 1. The placement of faculty in the affected discipline or area on lay off shall begin with probationary faculty in that discipline or area, and then full-status faculty from that discipline or area in inverse order of their seniority.
- 2. Whenever necessary to decrease the size of the full-time faculty staff because of insufficient funds, the Board, upon recommendation of the President, may cause the necessary number of faculty, beginning with those serving probationary periods, to be placed on lay-off without pay, but only in inverse order of their accrued faculty seniority. Should it become evident that a particular discipline will be unable to function because of seniority reduction of staff, transfers of qualified staff members shall be allowed. If a position cannot be filled with a qualified staff member in accordance with seniority, an instructor with lower seniority may be retained in order to maintain continuance of the program. Should this not resolve the problem, the Board's representatives shall negotiate with the Faculty Forum for a satisfactory solution.
- 3. The following procedure must be met in order to implement 2 above:
  - a. The Board must declare at a public meeting that such an insufficient funds situation exists. Once such a Board declaration has been made, the Forum shall have thirty (30) days in which to consult with the President of the College regarding the insufficient funds situation. The Board shall not take any action with regard to possible full-time faculty layoffs during this thirty-day consultation period.
  - b. If the President of the College and the Forum, or their respective designees, are unable to agree to a plan to address the insufficient funds situation without layoffs, the Forum shall have the right to present its proposals directly to the Board.
  - c. If, after this thirty-day consultation period has expired, and the President and Forum have been unable to agree on an alternative to possible layoffs, the Board may then proceed to carry out the procedure specified in 2 above.
  - d. Should such decision be made during the Fall or Winter semester, the decision shall not be implemented until the end of that semester.

#### C. Relation to Filling Positions, Supplementals and Part-time Faculty.

- 1. A full-time faculty member about to be laid off shall be given preference based on seniority for another full-time position for which he/she is qualified by a Master's Degree or an equivalent number of graduate credit hours or experience. The secondary faculty member affected by this procedure shall also have the right based on seniority and qualifications to displace (bump) a faculty member. The last faculty member affected shall then be the one who is laid off.
- 2. A full-time faculty member who does not have a basic load in any given semester shall be given priority to acquire a basic load by assuming any open class or classes which he/she meets minimum competencies. "Open Class" is defined as:
  - a. A class not assigned to a full-time instructor in the published class schedules. These are usually denoted as "staff".
  - b. A class created after schedules are published.
  - c. A class previously assigned but voluntarily released by the instructor for one of the following reasons:

- 1. Inability to continue due to serious illness, death or other reasons deemed reasonable.
- 2. To re-arrange with administrative approval, his/her schedule to enable himself/herself and other members of the faculty so affected to obtain basic loads.
- 3. A full-time faculty member who is on layoff shall be given preference as a part-time instructor to teach courses for which he/she is qualified at the supplemental rate.
- D. <u>Reinstatement of Full-Time Faculty Members.</u> When circumstances shall be appropriate each faculty member placed on layoff, as aforementioned, shall be reinstated in inverse order of his/her placement on layoff.
  - 1. Faculty members who return from layoff defined above, shall not be subject to loss of credit for previous years of service.
  - 2. The Human Resources Department shall notify faculty members on layoff of openings for which they are qualified. No new appointments shall be made where there are available faculty members on layoff who are qualified to fill the vacancies, unless such faculty members shall fail to advise the Human Resources Department of their acceptance of employment within 15 calendar days from the date of mailing of their notification. Such notification shall be sent by registered mail, return receipt requested.
  - 3. If more than one qualified faculty member on layoff applies to fill a vacancy, the applicant having the greatest seniority shall be offered the position.
- E. Insufficient enrollment for full-time faculty load is defined as one of the following:
  - 1. In the second consecutive semester in which every member of a given discipline did not have a basic load, staff reduction may be implemented. Such notice of layoff must be given no later than March 15<sup>th</sup>. This means that the layoff becomes effective with the beginning of the next Instructional College Year.
  - 2. In case any member of a given discipline cannot be assigned any part of a load, staff reduction may be implemented to take effect at the end of that semester.
  - 3. Should the head count load for counselors fall below an average of 200:1 (based on day head count) for two (2) consecutive semesters, then staff reduction may be implemented. Such notice of layoff must be given on or before March 15<sup>th</sup>. This means that the layoff becomes effective with the beginning of the next Instructional College Year.

<u>Section 12</u>. <u>Retraining</u>. Where there is staff reduction or the likelihood of staff reduction because of program modification, course deletion, or shifts in student enrollment within the College, retraining will be available as set forth below:

- A. Proposals may be initiated by either the faculty or administration and must be approved by both.
- B. Such proposals must show that there is a justification for the need, that there is a program planned to accomplish the changes, and that there is a basis for re-employment using the new skills.
- C. The College shall make available monies to fund approved retraining. The amount to be contributed on each contribution date shall be determined by the balance of the fund on the preceding June 30, and the contribution made on July 1. The amount to be contributed shall be the amount required to bring the fund to a balance of \$20,000 but shall not be more than \$10,000 per contribution date.

## Article V, Section 12 – Continued

- D. Up to five (5) percent of the amount allocated to the Faculty Professional Development Fund as provided in Article XIV, Section 6 of this Agreement shall be available for reallocation to the retraining fund. This money shall be reallocated only if a faculty member actually begins retraining. When a faculty member begins retraining, his/her total individual professional development amount shall be reallocated to the retraining fund and shall count toward meeting the five (5) percent obligation of the Faculty Professional Development Fund.
- E. Retraining leaves, which are at the discretion of Management, shall be available to faculty upon attainment of full status employment. No faculty member shall be retrained more than once under the terms of this section.
- F. The College shall provide one year's notice prior to the elimination of or substantial modification (to the point that a faculty member is no longer qualified to teach in that program) of an existing program unless the elimination or modification is due to an insufficient funds situation as specified in Article V, Section 11B2.

<u>Section 13. Professional Development.</u> Both the College and the Forum recognize their joint responsibility to encourage the faculty to remain current in the knowledge/methodology of their respective disciplines.

- A. The primary responsibility for such currency rests with the individual faculty member.
- B. In order to fulfill its responsibility, the College will provide assistance as follows:
  - 1. Should there be a mutually recognized need for the expansion and/or the enhancement of one's professional skills unrelated to layoffs and/or program closings (see above, section 12), the College will provide any or all of the following means of achieving the agreed upon goals:
    - a) Released time
    - b) Sabbatical leave
    - c) Supplemental contract
  - 2. Should there be a mutually recognized need to maintain existing levels of professional competence, the College will provide any or all of the following:
    - a) Supplemental contract
    - b) Sabbatical leave
    - c) In-service staff development

<u>Section 14. Maintaining Credentials</u>. It is expected that all faculty members employed because of expertise represented by a professional/occupational license or certification issued by a governmental licensing agency or a nationally-recognized occupational organization shall maintain said license or certification in good standing and may be subject to dismissal in the event that the license or certification is suspended, lapsed or revoked.

### ARTICLE VI

#### FULL-TIME FACULTY LOAD & ASSIGNMENTS

<u>Section 1. Length of Class Session.</u> A class scheduled for one hour shall include fifty-four (54) minutes of instruction and six (6) minutes of passing time. In classes scheduled for more than one (1) hour in the same session, the instructor may schedule a break equivalent to six (6) minutes per hour for each hour except the last hour where six (6) minutes shall be used for passing time. Any variation must have the approval of the instructor and the appropriate administrator or dean.

#### Article VI – Continued

Section 2. The basic load of a full-time faculty member shall be one of the following:

- A. Except as specified below, full-time faculty members shall have a basic load of fourteen (14) to sixteen (16) contact hours per semester, with a total of thirty (30) contact hours for the Instructional College Year. Overload shall begin with the seventeenth (17<sup>th</sup>) contact hour in the fall semester and the thirty-first (31<sup>st</sup>) contact hour for the year in the winter semester. Overload will be compensated at the appropriate overload rate.
- B. English Composition courses (English 50, 52, 55, 100, 101, 102, 106, 116, 205 and 206) which establish the basic load for a full-time faculty member shall be equated on the basis of four (4) contact hours for each three (3) contact hours taught. All contract supplements shall be on a contact for contact-hour basis.
- C. Full-time faculty members who are assigned to any of the following programs shall have a basic load of thirty-five (35) clock hours per week:
  - 1. Librarians
  - 2. Counselors
- D. When an instructor is assigned the coordination of cooperative work experience, compensation shall be equated on the basis of 3 1/2 students per contact hour. The coordination of cooperative work experience for students shall consist of, but not be limited to the following functions:
  - 1. To recruit and select appropriate training stations.
  - 2. To interview, select, and place students.
  - 3. To conduct employer visitations for student evaluations.
  - 4. To maintain necessary students' records and files.

Faculty performing cooperative training duties which require regular or recurring travel, shall be reimbursed at the IRS maximum allowable rate.

E. Continuing Education program assignments shall not be considered as part of a full-time faculty member's load.

<u>Section 3.</u> Full time faculty will be provided at least 10 business days to select their base load. The basic load shall not include combined courses taught in one assembly unless otherwise agreed to by the instructor. No class offered may be canceled until regular registration is completed.

- A. If within the two (2) week period prior to the completion of formal registration, the appropriate administrator has information indicating that an instructor's basic load may be in jeopardy, the administrator shall notify said instructor and attempt to work out a mutually satisfactory alternate plan for a basic load in the event that the original basic load schedule does not materialize.
- B. Should the load of an instructor be less than basic load at any time, he/she shall be assigned an open day or evening class or classes to establish his/her basic load. When such assignments are made:
  - 1. No more than two (2) classes per semester shall be assigned outside of the time span as set out in Article VI, Section 10, unless mutually agreed to.
  - 2. Such assignments are made in consultation with the instructor.
  - 3. Full-time faculty shall have preference over part-time instructors and persons outside of the bargaining unit for assignment of any class in their discipline for purposes of establishing a basic load. After basic loads within the discipline are satisfied remaining classes may be assigned.

#### Article VI, Section 3 – Continued

- 4. Supplemental assignments already selected may be moved up to establish his/her basic load. Supplemental assignments may include traditional, hybrid, online, or OE/OE classes.
  - a) Online or OE/OE classes may be used to establish basic load providing that no more than 50 percent of base load is in an alternative modality unless mutually agreed between the instructor and the designated administrator.
- C. Faculty will be able to select up to two (2) courses or a maximum of 50 percent of their base load in online courses, OE/OE or hybrid courses; this limit may only be exceeded by mutual agreement of the faculty and the designated administrator. Distance Learning courses will be eligible to be selected within the departmental rotational policy for those faculty meeting distance learning credentials.

<u>Section 4.</u> For the purpose of establishing a basic load, courses taught in combination in one assembly shall be treated as one course or section and shall be given the weight of that course or section having the greatest number of contact hours. Where multiple sections of the same course are assigned to a full-time instructor to be taught in one assembly, the combined sections shall be treated as separate sections for the purpose of establishing a basic load.

<u>Section 5.</u> If, in scheduling the load of a full-time instructor to meet the requirements of a basic load, the instructor is scheduled to teach contact hours in excess of the maximum necessary for a basic load in Section 2 of this Article, the contact hours taught in excess of the maximum necessary for a basic load shall be considered overload except as specified in Article VI, Section 2.

<u>Section 6.</u> A course preparation is the time needed to prepare one (1) or more sections of a single course or combined sections of two (2) courses taught in one (1) assembly. The number of course preparations assigned to an instructor as part of his/her basic load at any one time during a semester shall not, except by mutual agreement between the faculty member and the appropriate administrator, exceed three (3) preparations provided:

- A. Multiple sections of the same course taught in one (1) assembly or combined sections of two (2) courses taught in one (1) assembly shall be the same as teaching one section of one (1) course and shall only be considered as one (1) preparation.
- B. Preparations in Physical Education shall be set at five (5).
- C. Applied music courses shall be excluded from course preparations. Combinations of music theory and ear training shall be treated as a single preparation.
- D. Such agreed upon additional preparations shall be compensated for at the rate of one hundred fifty dollars (\$150) per course contact hour.

Section 7. Supplementary Teaching Limitation. When a full-time instructor desires to be assigned to teach a class or classes in addition to his/her basic load, such assignment shall be considered as a supplemental assignment. Supplemental assignments made during the Instructional College Year shall be limited to seventeen (17) contact hours per semester. These limits may be exceeded by mutual consent of the instructor and the appropriate administrator.

Full time faculty will be given at least 10 business days to select supplemental class(es). The selection of such class(es) shall be finalized with the appropriate administrator no later than four (4) weeks prior to the start of the semester or session in which the class is to be taught. Such a time limit, however, does not prohibit a selection after this time provided that the class(es) in question are not assigned to part-time faculty and the request is approved by the appropriate administrator.

#### Article VI, Section 7 – Continued

- B. Supplemental assignments made during the Spring or Summer sessions shall be limited to either:
  - 1. One class having more than twelve (12) contact hours per session, or
  - 2. Three (3) classes or twelve (12) contact hours whichever has the greater number of contact hours.
- C. Except during the Spring and Summer session which will be based on the department rotational policy, no instructor may be confirmed in a supplemental assignment prior to registration, and then only after all basic loads have been assigned within the department.
- D. Teaching assignments made during the Spring and/or Summer sessions do not constitute a basic load for a full-time instructor under the terms of this Agreement (Ref. Article I, Section 3B).
- E. During the Spring/Summer terms, full-time faculty shall be permitted to take up to two paid leave days for the Spring term and two paid leave days for the Summer term. Paid leave days are not intended for the extension of break periods. Requests for non-emergent leave must be made with at least two business days' notice to the designated administrator.
- F. Supplemental pay will be deducted for classes missed when a faculty member has used more than fifteen (15) days of sick leave in an instructional year. When a faculty member goes on extended medical leave (as defined in Article IX, Section 9) during the course of the semester, pay for supplemental assignments will not continue while on leave.

<u>Section 8.</u> Preference shall be given for supplemental teaching assignments to full-time faculty provided such areas fall within their area of competence.

<u>Section 9. Faculty Working Day/Week.</u> The professional obligations of a full-time instructor shall be fulfilled between the hours of 7:00 a.m. and 11:00 p.m., Monday through Friday except where mutually agreed to by Management and Union. Instructors are not required to be physically present at all times during these hours. The time required to fulfill a full-time instructor's basic load shall not exceed a span of seven (7) hours. Nothing herein shall prohibit an instructor from accepting a seven (7) hour span outside these time limits as mutually agreed to between the instructor and the administration.

- A. The work week/day for Librarians shall consist of thirty-five (35) hours assigned in seven-hour blocks, Monday through Friday as determined by mutual agreement between the appropriate administrator and the Librarians. In order to provide for weekend coverage, appropriate hours may be assigned by mutual consent, or absent such consent, may be assigned by supplemental contract, or by the posting of a position which includes weekend duties.
- B. Because it is necessary to assure adequate counseling services Monday-Friday day time and Monday-Thursday evenings, the work week of counselors shall consist of thirty-five (35) hours.
  - 1. The annual work schedules for counselors shall be developed prior to registration for the Fall Semester by the designated administrator (and representatives of the Counseling/Career Transfer Center staff) subject to approval of the Dean of Student Services.
  - 2. Where it is necessary to extend the Counselors' work week beyond the thirty-five (35) hours, such extension shall accrue compensatory time on a one to one basis or at 1/16th of the supplemental contract rate per hour at the option of the employee.
  - 3. All work schedule assignments shall be in a minimum of ten (10) week blocks unless modified by mutual agreement.

#### Article VI, Section 9 – Continued

- C. Between the hours of 8:00 a.m. and 5:00 p.m., and without the consent of the full-time instructor, an instructor will not be required to teach in continuous sequence:
  - 1. A lecture class or classes for more than two (2) consecutive hours.
  - 2. A lab-lecture or laboratory class for more than three (3) consecutive hours.
  - 3. A lecture hour immediately preceding or following a separate laboratory session.

Instructors in Health Careers and Culinary Arts Programs, and instructors teaching outside of the College week are expressly exempt from these provisions.

<u>Section 10. Office Hours.</u> The instructor will post at least five (5) office hours on campus during the College week (up to two (2) may be scheduled at the clinical site for nursing faculty) in which students may make appointments. These five (5) hours shall be scheduled in at least one-half (1/2) hour blocks. In the event an instructor is unable to meet all or part of a scheduled office hour, he/she shall post suitable notification.

<u>Section 11. Attendance at Formal Ceremonies.</u> It is expected that all faculty will be in attendance at the College graduation ceremonies. Formal receptions or dedications may be attended by the faculty on a voluntary basis.

<u>Section 12. Counseling/Advising.</u> The counseling and advising of students shall be the responsibility of the Vice President and Chief Student Affairs Officer and the designated administrator.

- A. Whenever the Vice President and Chief Student Affairs Officer and the designated administrator deem it necessary, they may seek the assistance of full-status instructors to assist with advising of students. The decision as to the number of instructors necessary shall be made by the Vice President and Chief Student Affairs Officer and the designated administrator.
- B. Such additional advising responsibility shall be considered as an extra contractual assignment to be paid to the instructor at the rate of one hundred dollars (\$100) per semester.
- C. The College shall make every effort to maintain a student-counselor ratio of 650:1 (based on total College head count).

<u>Section 13. Class Size.</u> Class size will be established at no more than thirty-one (31) students in any recitation section or OE/OE section, no more than thirty (30) in any English composition section, no more than twenty-six (26) in any Speech section, and no more than thirty-six (36) in any mutually agreed to Culinary Arts sections. Nothing contained herein shall prevent an instructor from accepting additional students as agreed upon between the instructor and the student(s), except for the case of online courses which will be limited to no more than three (3) overloads in each section. For both safety and courtesy to students, instructional faculty will limit overloads in their course(s) to the number of chairs or the number of lab work stations in their classes. Minimum class size as established by the College shall not be altered without prior consultation with the Faculty Forum.

For faculty teaching a newly-developed online course or new faculty teaching an established online course, class size will be limited to twenty 20 students.

<u>Section 14. Reassigned Time.</u> The value of reassigned time in the form of a reduction of basic load to pursue problems essential to College functioning, is recognized by both parties. A proposal for reassigned time may be initiated by the faculty or the administration. Proposals for reassigned time will be discussed with the respective faculty representatives.

## Article VI, Section 14 – Continued

- A. In determining his/her recommendations on request for reassigned time, the designated administrator shall consider the following items:
  - 1. Identification of the problem.
  - 2. Organized plan to approach solution.
  - 3. Significance and degree of innovation involved in solution.
- B. Once the request for reassigned time has been approved by the appropriate administrator, the recommendation will be subject to the action of the appropriate administrator.
- C. Requests for reassigned time may include, but are not limited to, research for new course materials, professional study and writing, in-service training and projects, retraining, or temporary administrative assignment.

<u>Section 15. Hybrid Courses</u>. Faculty wishing to teach a hybrid course must successfully complete the training as outlined in Article XIX Section 3.A. and agree to use the Learning Management System. Support will be made available to faculty who want to teach hybrid courses to ensure that faculty have the skills needed to teach in this modality. Prior to the beginning of the semester, faculty members will submit the course syllabus to their designated administrator. The designated administrator must approve that portion of the syllabus that specifically describes how the portion of the course that is not classroom seat-time will be delivered. Revisions of this plan of action may be submitted as needed. Note: Effective Fall 2016, all faculty teaching a hybrid course will be credentialed.

<u>Section 16. Open Entry/Open Exit (OE/OE)</u> Faculty wishing to teach an OE/OE course must successfully complete the training as outlined in Article XIX Section 3.A., and agree to use the Learning Management System and conduct the OE/OE orientation. Note: Effective Fall 2016, all faculty teaching an OE/OE course will be credentialed.

- A. Faculty teaching OE/OE courses will be required to maintain regularly scheduled lab hours equal to the number of contact hours for each OE/OE course the faculty member is teaching. If a faculty member is teaching more than one section of the same course in the OE/OE environment, the number of required lab hours will be the total number of contact hours for the first section and an additional 50% of the contact hours for each additional section of the same course.
- B. Faculty will complete their lab hours in the OE/OE lab. OE/OE lab hours may be completed in an alternate location if there is instructional rationale (i.e. need for equipment, software), and if mutually agreed to by the faculty member the appropriate instructional administrator. Any changes to lab hours and/or location require prior approval of the appropriate instructional administrator.
- C. Faculty must establish their OE/OE lab hour schedule during the College's established schedule building period for each semester/session and no later than 2 weeks prior to the schedule appearing on the College's website.
- D. OE/OE lab hour absences shall be treated in accordance with prevailing contract language. Variances from this require prior approval by the appropriate instructional administrator. (See Article X and Article XVI, Section 10.C)

## DEPARTMENT STRUCTURE

<u>Section 1. Faculty Representation.</u> Faculty participation, through the Faculty Representatives (see Appendix I), allows for participation in academic decision-making while reserving the final right of decision to the Administration and the Board. Failure to allow participation on matters within the Faculty Representative job description may be grievable; however, final decisions reached by the Administration and/or the Board on the recommendations resulting from these processes are not grievable.

<u>Section 2. Faculty Representatives.</u> A structure of Faculty Representatives shall be established in parallel with the College's administrative structure. A list of Faculty Representatives and Departmental Chairs shall be identified by the Vice President & Chief Academic Officer and the Faculty Forum at the beginning of each academic year. Currently, faculty representatives are provided as follows:

- 1. Accounting
- 2. Allied Health/Health Information Technology
- 3. Anthropology/Sociology
- 4. Art
- 5. Biomedical Engineering Technology/Electronics
- 6. Business/Finance
- 7. Chemistry/Pharmacy
- 8. Child and Family Services
- 9. College and Beyond/Collegiate Skills/Education/English as a Second Language/Human Development Services/Learning Resources/Library
- 10. Communication Arts
- 11. Computer Aided Design/Computer Aided Drafting/Design
- 12. Computer Graphics Technology
- 13. Computer Information Systems/Computer Service/Office Information Systems
- 14. Corrections/Criminal Justice/Fire Technology/Homeland Security
- 15. Counseling
- 16. Economics
- 17. Engineering/Quality Management
- 18. Environmental Studies/Geography/Geology
- 19. Foreign Languages
- 20. History
- 21. Humanities
- 22. Manufacturing
- 23. Massage Therapy/Medical Assisting/Emergency Medical Technology
- 24. Metallurgy
- 25. Music
- 26. Nursing/Nursing Assistant
- 27. Nutrition and Food Science
- 28. Philosophy
- 29. Physics
- 30. Political Science
- 31. Psychology
- 32. Sound Recording Technology
- 33. Theatre
- 34. Welding/Occupation Safety and Health

**Department Chairs** 

- 1. Biology/Physical Education
- 2. Culinary Arts/Culinary Management/Culinary Baking and Pastry Arts/Brewing and Distillation Technology
- 3. English
- 4. Mathematics

Should a Department Representative be unable to fulfill his/her duties due to an absence, the designated administrator will work with the Forum to temporarily assign this responsibility per Appendix I.

# Article VII, Section 2 – Continued

The College shall have the right to assign and reassign disciplines to and among the various administrators. It is explicitly recognized that as a result of such assignments and reassignments, the representation of disciplines may have to change in order to assure that it is in parallel with the administrative structure.

\*Department will not have a faculty representative if there is an elected department chairperson.

## Section 3 – Department Chairperson

- 1. The length of one term shall be two years.
- 2. The Department Chair shall be elected by the full time faculty of the department. If no faculty member is elected, then the faculty representative structure is re-established. If the elected member is not approved by the administration, then the department will hold another election.
- 3. The performance of the Department Chair should be evaluated by the faculty in the discipline and the designated administrator. A task-oriented checklist shall be developed using the job description as it appears in the contract. This checklist shall be developed by the Department Chair and by the Vice President and Chief Academic Officer, and used as a reference for evaluation.
- 4. The Department Chair structure will be evaluated by the Department Chairs, the Vice President and Chief Academic Officer and the Faculty Forum president or designee. Evaluations will be done annually prior to the end of the winter semester in April.

<u>Section 4. Department Responsibilities.</u> Each discipline within a department shall by a vote of the majority full-time discipline members;

- 1. Establish textbook selection procedures.
- 2. Formulate recommendations to be made to the Curriculum Committee regarding curricula or course changes within the discipline.
- 3. Establish a rotational procedure for the following:
  - a. Courses for base load and/or Counselor/Librarian duty assignments.
  - After courses are selected for base load, courses for supplemental selection. (A single procedure or multiple procedures may be established for the purpose of considering traditional courses and courses which require certification, e.g. distance learning.)
- 4. Establish, where applicable, academic practices or decisions regarding materials to be used, updating of the common syllabus every five years, and other operational procedures affecting the department/discipline.
- 5. Establish procedures governing the performance of other academic duties.
- 6. Where applicable designate a faculty technical representative.

Part-time faculty members will be invited to participate in the processes described above.

Such procedures shall apply to each and every department or discipline member and are enforceable by the appropriate administrator. In the absence of any intra-discipline majority vote on a procedure or practice, the appropriate administrator will resolve the issue. This decision shall not be grievable. The senior faculty member, or designee, will inform the appropriate administrator, in writing, when the department/discipline establishes or makes changes to the above.

## **Article VII – Continued**

<u>Section 5. Technical Representative</u>: If it is determined by the Dean that a technical representative is needed in a department (i.e., to select and train other staff on new software to enhance discipline-specific instruction), the faculty member elected will be compensated at a rate of 2 contact hours for every year that they provide such service. This amount will be paid as a non-contractual.

# ARTICLE VIII

## COMMITTEES

## Section 1. Curriculum Committee.

- A. In order to facilitate communications between the faculty and the administration concerning instructional and curriculum development, a Curriculum Committee will be maintained.
- B. The Committee will consist of three (3) instructional administrators, any department chairpersons and elected faculty representatives to a total of seven (7) faculty, one (1) designated counselor, and will be chaired by the designated administrator. The Committee will use Robert's Rules of Order in the conduct of its business.
- C. The Committee shall be advisory to the Vice President and Chief Academic Officer and shall act upon all curriculum and course changes proposed by the departments. The Committee will also consider other matters relative to the curriculum and instructional process. All matters referred to the Committee shall be placed on the agenda.
- D. When the administration wishes to offer credit courses requiring an immediate response, such classes shall be presented to the committee as "experimental" and may be offered twice without formal committee approval. Should the administration wish to continue the course, then normal committee procedures shall be followed.
- E. The agenda/minutes will be available to all full-time members who so desire and request through the designated administrator's office. For any Spring/Summer meetings, the agenda shall be made available on or before April 15.

## Section 2. Calendar Committee

- A. It is mutually agreed that an Instructional Calendar review committee will have the opportunity to review, each year, a proposed Instructional Calendar for an academic year five (5) years out, on a "rolling" basis, for example:
  - In Fall 2015, the committee will review and approve the 2020-2021 Instructional Calendar.
  - In Fall 2016, the committee will review and approve the 2021-2022 Instructional Calendar.
- B. As the calendar "rolls" forward in agreement with this pattern, it will be considered enforceable as part of this agreement.
- C. Instructional Calendars for 2015-16 (Appendix K), 2016-17 (Appendix K-1), 2017-18 (Appendix K-2), 2018-19 (Appendix K-3), and 2019-20 (Appendix K-4) are approved as part of negotiations 2015.
- D. The Instructional calendar must have final approval from Administration and the Faculty Forum.

# ARTICLE IX

## LEAVES OF ABSENCE - FULL-TIME FACULTY

Professional and Personal Leaves of absence may be granted only for the purposes enumerated in this Article. Unless otherwise specifically provided, such leave shall be unpaid leaves of absence.

<u>Section 1. Professional Leaves and General Provisions.</u> Full-status faculty members shall be eligible to request professional leaves. The following general provisions shall apply for all professional leaves of absence:

- A. A professional leave of absence may be granted for one of the following purposes:
  - 1. Advanced study
  - 2. Sabbatical
  - 3. Exchange teaching or assignment
  - 4. Foreign country or overseas military school teaching or assignment
  - 5. Participation in National Defense Graduate Fellowship
  - 6. Other professional leaves:
    - a) An assignment within Schoolcraft College; or
    - b) For employment outside of Schoolcraft College.
- B. Application for a professional leave of absence (except Sabbatical) shall be filed with the appropriate administrator and submitted to the President through proper channels not later than May 1 for a leave requested for the succeeding Fall semester and not later than November 1 for a leave requested for the succeeding Winter semester.
- C. A full-time faculty member shall receive credit for time spent on a professional leave of absence for purposes of any salary increase granted while on such leave.
- D. Benefits or rights accumulated by a full-time faculty member prior to the effective date of the leave of absence shall be carried forward and credited to the faculty member upon his/her return.
- E. At least sixty (60) days before the expiration date of the professional leave, the full-time faculty member must submit in writing to the President of the College either his/her intention to return or request for an extension of the professional leave. Failure to so comply shall constitute termination of employment. The only exception shall be in the case of a Sabbatical Leave where a separate contract containing an agreement to return is signed.
- F. Full-time faculty members who have been on a professional leave shall not be eligible for another professional leave for a two (2) year period after their return.
- G. Unless otherwise specified, all professional leaves shall be for a period of one (1) year. However, with the approval of the President, such leaves may be extended for an additional period not to exceed one (1) year.
- H. A full-time faculty member returning from a professional leave of absence shall return to his/her former position or one of like status. This is subject to the provisions of the staff reduction article.

<u>Section 2. Advanced Study.</u> With the approval of the President, an eligible full-time faculty member may be granted a leave of absence without pay for advanced study.

<u>Section 3. Sabbatical Leave.</u> The purpose of a sabbatical leave is to provide for professional growth of the full-time faculty that is not possible while teaching a basic load or fulfilling a full-time appointment. The sabbatical leave should not only be of value to the individual but must have an impact on the quality of instruction at Schoolcraft College. Sabbatical leaves may be granted for advanced study, research or other cognate purposes.

## Article IX, Section 3 – Continued

- A. Sabbatical leaves may be granted for the Fall and/or Winter semester for instructors and for periods of six (6) or twelve (12) calendar months for librarians and counselors. Payment for such leaves will be at full salary for a semester for instructors and for a six (6) month period for counselors and librarians, and at the rate of one-half (1/2) pay if for two semesters or for twelve (12) calendar months.
- B. Sabbatical leaves may be taken at seven (7) year intervals. To be eligible for a sabbatical leave a full-time faculty member must have been employed for seven (7) consecutive years by Schoolcraft College. Time spent on leave without pay shall not count toward consideration for sabbatical leave.
- C. The request for a sabbatical leave must be filed with the Executive Director of Human Resources no later than the end of the Fall Term preceding the fiscal year in which the faculty member desires the leave. The Executive Director of Human Resources shall submit them to the Sabbatical Leave Committee.
- D. The initial request for a Sabbatical Leave shall be made using the request form available in the Human Resources Department. As a minimum, this request shall include:
  - 1. A statement of the purpose of the leave including the objectives to be achieved.
  - 2. A statement of the actions which will be taken to accomplish each objective of the leave.
  - 3. A timetable of key dates as to when each action will be completed and each objective achieved.
  - 4. A method of evaluating the degree of success achieved during the leave.
  - 5. A statement of the value of the leave to the applicant.
  - 6. A statement of the value of the leave to the College.
- E. A Sabbatical Leave Committee shall be established consisting of seven (7) persons. The Forum shall select four (4) faculty members to sit on the Committee. The Forum shall notify the President of its selections no later than January 15 of each year. The President shall appoint the remaining three (3) members by January 22, of each year.

In the event a member of the Committee requests a sabbatical leave, he/she shall resign from the Committee prior to the submission of the request. No faculty member may serve on the Committee if a request has been received from a member of the same discipline.

F. The Committee shall review each sabbatical leave request. It may request additional or supplemental information from the applicants in order to evaluate the merits of the requests. The Committee shall then interview each applicant.

The Committee shall either recommend or not recommend (and not rank) each request to the President. If it chooses to recommend a request to the President, it shall provide a written report, signed by a majority of its members, certifying that the request satisfies all of the criteria provided in this section. If it chooses not to recommend a request, it shall provide a written report to the applicant, explaining why the request does not satisfy all of the criteria provided in this section. The Committee shall evaluate each sabbatical leave upon its completion and shall provide a written report to the President. If the objectives of the leave have not been accomplished, the Committee shall make a recommendation regarding reimbursement to the College.

## Article IX, Section 3 – Continued

- G. Sabbatical leaves shall be limited to purposes which will clearly improve the efficiency of the faculty member, his/her professional knowledge and skills, or research that will clearly be of advantage to the College. In making their recommendations, the Committee shall also consider the following points:
  - 1. The extent to which plans submitted for use of time while on leave are definitive and educationally constructive.
  - 2. The extent to which a leave could have an immediate impact on the quality of instruction or service at the College through the faculty member's increased competence in his/her field and/or instructional techniques.
  - 3. The recency of advanced graduate work or professional study completed by the applicant.
  - 4. Reasonable and equitable distribution of leaves across the College organizational structure.
- H. <u>Granting of Sabbatical Leaves.</u> The Sabbatical Leave Selection Committee shall submit their recommendations to the President. The President shall submit the recommendations of the committee as well as his/her recommendations to the Board. All applicants shall be notified of the action of the Board of Trustees no later than one week after the regular March Board meeting.
- I. It shall be understood that a faculty member on a sabbatical leave shall not engage in any remunerative work without the written approval of the President.
- J. A faculty member granted a sabbatical leave shall be responsible for accomplishment of the stated objectives of the leave. Upon expiration of the leave, the faculty member shall provide a written report to the Committee, along with such other documentation as the Committee may desire, so that the Committee may evaluate the success of the leave. A faculty member may be required to reimburse the College, in whole or in part, if the objectives of the leave are not accomplished.
- K. The employee agrees to return to regular employment at Schoolcraft College for two (2) consecutive semesters immediately following the term of the Sabbatical Leave. Should the employee fail to return to employment with the College in accordance with the terms of this paragraph after the completion of the Sabbatical Leave, said employee agrees to repay to the College all money received from the College while on Sabbatical Leave.
- L. Any unused portion of Sabbatical Funds reverts to the College.

<u>Section 4. Exchange Teaching or Assignment.</u> Eligible full-time faculty members may be granted professional leaves of absence for exchange teaching and/or assignments. Such leaves must have the approval of the President.

<u>Section 5. Foreign Country or Overseas Military School Teaching.</u> Eligible full-time faculty members may be granted professional leaves of absence for foreign country or overseas military school teaching. Such leaves must have the approval of the President.

<u>Section 6. National Defense Graduate Fellowship and National Science Foundation Program.</u> Eligible fulltime faculty members may be granted professional leaves of absence for up to three (3) years in order to pursue a graduate program under a National Defense Graduate Fellowship or National Science Foundation Fellowship. Such leaves must have the approval of the President.

<u>Section 7. Other Professional Leaves.</u> Eligible full-time faculty members may be granted professional leaves in order to undertake another assignment with Schoolcraft College or to pursue employment outside of Schoolcraft College. Such leaves must have the approval of the President.

## Article IX – Continued

<u>Section 8. Personal Leaves Defined</u> Eligible full-time faculty members may be granted full or part-time personal leaves for the following reasons:

- A. Health
- B. Parental
- C. Illness in immediate family
- D. Illness of person residing in household
- E. Military service
- F. Public service
- G. National, State or local teacher association duties
- H. Other

All personal leaves of absence shall be subject to the approval of the President. Leaves of absence for (F) and (G) shall be limited to full-status full-time faculty members. Application for such leaves shall be made in writing and filed with the appropriate administrator for submission to the President.

Unless it is a physical impossibility to do so before two-thirds (2/3rds) of the leave time has elapsed, unless otherwise specified, the faculty member must notify the President of his/her intention to return or his/her request for an extension of such leave. Failure to do so or failure to return at the end of such leave will constitute termination of employment.

Faculty members on leave from the College will be allowed a full opportunity to select their teaching schedules and textbooks for future terms. In the event that a faculty member is incapable of fulfilling these tasks, teaching schedules and textbook orders will be completed by the respective Department Chair / Representative.

<u>Section 9. Health Leave.</u> An extended health leave due to a faculty member's physical or mental condition which does not fall within the sick leave policy may be granted to full-status faculty members upon the request of the faculty member and with the approval of the President. Such requests shall be accompanied by written diagnosis by the attending physician.

Extended health leaves may be renewed with approval of the President. Request for extensions of such leave or notice of an intention to return must be accompanied by a physician's statement attesting to the faculty member's fitness to resume his/her duties.

The College may at its expense require a concurring opinion from its physician before agreeing to the faculty member's return. In the absence of concurrence, additional medical evidence may be required at the College's expense from a mutually agreeable source.

If said leave or extension is denied, the faculty member has the right to appeal to the Board.

## Section 10. Parental Leave of Absence.

- A. A parental leave of absence without pay for up to one year shall be granted to a full-time faculty member for the purpose of child bearing and/or rearing as follows:
  - 1. A faculty member who is pregnant shall be granted upon request a leave to begin at any time between the commencement of her pregnancy and one year after a child is born to her. Said faculty member shall notify the designated administrator in writing of her desire to take such leave and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which her leave is to begin.

A faculty member who is pregnant may continue in active employment as late into pregnancy as she desires provided that she is medically able, as determined by herself and her physician. All or any portion of a leave taken by a faculty member because of a medical disability connected with or resulting from her pregnancy may, at the faculty member's option, be taken as sick leave as provided for in Article X.

## Article IX, Section 10 – Continued

- 2. A male faculty member shall be granted upon request a leave to begin at any time between the birth of a child to his wife and one (1) year thereafter.
- 3. A faculty member adopting a pre-school age child shall be granted upon request, a leave to commence at any time during the first year of receiving de facto custody of said child, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption.
- 4. Except in cases of medical disability, the faculty member may request only one extension of leave.
- 5. Whenever possible, parental leave will be scheduled to terminate at the end of a given semester.
- B. A full-time faculty member who is granted a parental leave of absence, pursuant to Section A above shall have the following re-employment rights:
  - If a faculty member notifies the College of her desire to return to active employment after a leave which has been charged entirely to the sick leave provisions of Article X, in accordance with the provisions of Section A (1) above, said faculty member shall be assigned to the same position which she held at the time the leave commenced, or if that position is no longer in existence, to a substantially equivalent position.
  - 2. If a faculty member notifies the College of his/her desire to return to active employment within sixty (60) days after the termination of pregnancy, or the commencement of the leave, whichever is later, and the leave has not been charged entirely to sick leave in accordance with the provisions of Section A (1) above, said faculty member shall be assigned at the beginning of the next semester to the same position which he/she held at the time the leave commenced, or if that position is no longer in existence, to a substantially equivalent position.
  - 3. A faculty member, returning at the completion of the leave which was not charged to sick leave, shall be assigned to the same position which he/she held at the time the leave commenced, or if that position is no longer in existence, to a substantially equivalent position.
  - 4. While on leave a faculty member shall have the option to maintain his/her life and hospital/surgical group insurance coverage by forwarding premium payments for said coverage to the Human Resources Department on a monthly basis one month in advance.
- C. Part-time leaves: Following the birth or adoption of a child, a part-time leave may be granted for up to one year, if approved by the designated administrator and the Executive Director of Human Resources in accordance with the criteria established in the Family Medical Leave Act. Except by mutual agreement, leaves will be granted only for complete semesters. Part-time leaves will not be granted during the Spring/Summer sessions.

For the first semester of part-time leave, salary for hours worked during part-time leaves will be at the contractual supplemental rate. Full benefits will be provided by the College.

Should a second semester be requested and approved, salary will be at the contractual supplemental rate. Benefits will be prorated for those employees working less than 50 percent time. For example, for those working at 25 percent load, the College will pay 25 percent of the health care premium. The employee will pay the remainder. For those working greater than 50 percent load, full benefits will be provided by the College. Full seniority will accrue during the period of the part-time leave.

# Article IX – Continued

Section 11. Illness in the Immediate Family. A leave may be granted to a full-time faculty member to care for ill members of his/her immediate family upon the request of the faculty member and with the approval of the President. At least sixty (60) days before the expiration date of the leave, the faculty member must submit in writing to the President either his/her intention to return as agreed, or a request for an extension of the leave.

- A. A full unpaid leave of absence may be granted to a full-time faculty member to care for ill members of his/her immediate family upon the request of the faculty member and with the approval of the Executive Director of Human Resources. At least sixty (60) days before the expiration of date of the leave, the faculty member must submit in writing to the Executive Director of Human Resources either his/her intention to return as agreed, or request an extension of the leave.
- B. Five (5) days of paid sick time may be used to care for an ill spouse, son, daughter, or parent. Paid personal business days may also be used for this purpose. (See Article X, Section 2A)
- C. Part-time leaves: Part-time leaves may be granted for up to one year for the serious illness of a spouse, son, daughter, or parent if approved by the designated administrator and the Executive Director of Human Resources in accordance with the criteria established in the Family Medical Leave Act. Except by mutual agreement, leaves will be granted only for complete semesters. Part-time leaves will not be granted during the Spring/Summer sessions.

For the first semester of part-time leave, salary for hours worked will be at the contractual supplemental rate, and full benefits will be provided by the College.

Should a second semester be requested and approved, salary will be at the contractual supplemental rate. Benefits will be prorated for those employees working less than 50 percent time. For example, for those working at 25 percent load, the College will pay 25 percent of the health care premium. The employee will pay the remainder. For those working greater than 50 percent load, full benefits will be provided by the College. Full seniority will accrue during the period of the part-time leave.

<u>Section 12. Military Leaves.</u> Any full-time faculty member who may be conscripted into the Armed Forces of the United States for military service or training or who enlists therein when conscription appears imminent shall be granted a military leave of absence and shall be reinstated following completion of the leave providing it is for the minimum enlistment or conscription term. His salary upon return shall include all annual increments accrued under the annual increments accrued under the salary schedule. A faculty member who enlists when conscription is not imminent may be granted a military leave upon the recommendation of the President. Request to return from leave must be made at least sixty (60) days prior to the beginning of the semester in which the faculty member requests to return.

When a faculty member must take temporary military leave (not to exceed fourteen (14) school days) during the Instructional College Year, the College shall compensate the faculty member involved for the difference between his pay and the military pay and shall provide a substitute for his position if necessary. The manner of payment during this period will be specified by the College Business Office.

<u>Section 13. Public Service.</u> Full-time faculty members may be granted leaves for public service. Written request for such leaves shall be made no later than one (1) month prior to date such leave would take effect. Public service leaves shall be for one (1) or two (2) semesters and are limited to:

- A. Campaign for public office
- B. Serving as a public official
- C. Serving in the Peace Corps/Vista

# Article IX – Continued

<u>Section 14. Teacher Organization Duty.</u> Upon the recommendation of the President, a full-time faculty member may be granted leave for national, state, local teacher organization duty and/or employment. Sufficient notice must be given to enable the College to make adequate provisions for replacement. No more than five (5) members of the instructional staff shall be allowed such leave at any one time.

<u>Section 15. Illness of Person Residing in Household.</u> A leave may be granted to a full-time faculty member to care for an individual who has established a legal residence with the faculty member, upon the request of the faculty member and with the approval of the President. At least sixty (60) days before the expiration date of the leave, the faculty member must submit in writing to the President either his/her intention to return as agreed, or a request for an extension of the leave.

<u>Section 16. Other Leaves.</u> Eligible full-time faculty members may be granted full or part-time personal leaves for other reasons. Upon the approval of the College President, a full-time faculty member may purchase at the supplemental rate, one course (up to 8 contact hours) release time, per semester during the academic year. The faculty member will not select supplemental courses during said semester unless mutual agreement is reached with the designated administrator. Such a choice must be made prior to the beginning of classes in the semester(s) of choice. The College will be reimbursed for hours so purchased by April 15.

# ARTICLE X

# CLASS/OFFICE COMMITMENTS, SICK LEAVE, PERSONAL BUSINESS, BEREAVEMENT, JURY DUTY - FULL-TIME FACULTY

Section 1. Class/Office Commitments. It is expected that all scheduled class and/or office commitments will be met by the faculty member. Absences from classes or office hours, except in case of personal illness or emergency shall be arranged at least twenty-four (24) hours in advance with the appropriate administrator. In the case of personal illness or emergency the appropriate administrator shall be notified as far in advance as possible of the first class or office commitment to be missed.

In the event of a full-time faculty absence, all arrangements for the use of substitutes must be approved by and processed through the appropriate administrator. Faculty substitutes have the option of receiving substitute pay at the current substitute rate or agreeing to substitute as a professional courtesy. Once a faculty member commits to substituting as a professional courtesy, the College shall not provide reimbursement. Where a faculty member is utilizing leave and/or sick days, the use of a substitute will not result in the reduction of pay for the faculty member.

<u>Section 2. Sick Leave.</u> Fifteen (15) days per year, credited annually, will be granted to each full-time faculty member, with accumulation to one hundred twenty (120) days.

- A. Five (5) days of paid sick time may be used to care for an ill spouse, son, daughter or parent. Paid personal business days may also be used for this purpose. (See Article IX. Section 11.B)
- B. If a faculty member has reached the maximum individual accumulation of one hundred twenty (120) days or if a portion of the faculty member's fifteen (15) days annual sick leave brings the faculty member to the one hundred twenty (120) days maximum, then the balance of the fifteen (15) days annual sick leave will be credited directly to the master sick leave bank until a maximum of 3,000 days is reached.
- C. Prior to the exhaustion of the one hundred twenty (120) days, should additional days be needed, the individual may withdraw additional days from the master sick leave bank to a combined maximum of one hundred twenty (120) days per illness. Application for such withdrawal will be made to the Human Resources Department upon recommendation of the Forum. A faculty member requesting days from the master sick leave bank must submit evidence of need to the President of the Faculty Forum with a copy to the Executive Director of Human Resources prior to approval except when physically impossible to do so.

# Article X, Section 2 – Continued

- D. When the bank is reduced to one thousand (1,000) days, each member will be taxed three (3) days.
- E. Each faculty member shall be informed by the Human Resources Department of his/her accumulated sick leave days and the status of the bank.
- F. Any disability deriving from pregnancy, including childbirth, recovering from childbirth, miscarriage or abortion will be treated the same as any other illness or injury (temporary medical disability) for purposes of use of sick leave as provided for in this Article.

<u>Section 3. Personal Business Days.</u> Four (4) days shall be allowed each year for legitimate business, professional duties and/or family obligations which can normally only be met during the faculty member's regularly scheduled period of assignment.

- A. In the scheduling of such commitments (court appearance, scheduled medical and dental appointments, religious holidays, graduation exercises, real estate transactions, etc.) the faculty member should consider his/her faculty obligations. Faculty will provide notification regarding the use of Personal Business days at least one full work day in advance to their designated administrator.
- B. Personal business days are not intended for extensions of break periods.
- C. During the first and last week of each semester or session and/or the day preceding or following any holiday period, the use of personal business days must be approved at least one full work day in advance by the designated administrator. Approval will be granted for purposes as specified above.

<u>Section 4. Bereavement.</u> In case of bereavement, the number of days granted will be those deemed necessary by the designated administrator. Leaves granted will not be deducted from the accumulated sick leave.

<u>Section 5. Jury Duty.</u> Any full-time faculty member who is called for and reports for jury duty shall continue to receive his/her full wages for the duration of the jury duty. In order to receive payment under this section, the faculty member must give the designated administrator prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which he/she claims payment. The provisions of this section are not applicable to any faculty member who, without being summoned, volunteers for jury duty.

# ARTICLE XI

## **GRIEVANCE PROCEDURE**

The College agrees to recognize a Grievance Committee selected by the Forum. The Grievance Committee shall represent employees for the purpose of processing grievances under the grievance procedure established in this Article. The Forum shall keep the Administration informed as to the members of this Committee. Nothing herein shall prohibit an individual from processing his/her own grievance provided that the issue of said grievance cannot be the same as (a) an already existent and on-going grievance involving the same person(s), or (b) a grievance on the same issue that has already been resolved.

## Article XI – Continued

### Section 1. Definitions

- A. The term "grievance" shall mean a claim of an alleged violation, misinterpretation, or misapplication of this Agreement.
- B. The term, "grievant" shall mean any faculty member, group of faculty members, or the Forum asserting the claim.
- C. The term "day" shall mean calendar days and shall exclude Saturdays, Sundays, and holidays defined in the College Instructional Calendar.

## Section 2. General Provisions

- A. All discussions shall be kept confidential among the grievant, the Grievance Committee member, if any, and the Administration in the absence of the consent of the grievant.
- B. All grievances shall be filed and processed on the forms developed by the Administration and the Forum.
- C. The time limits indicated at each level shall be considered as a maximum; however, said time limits may be extended by mutual consent in writing.
- D. Except for the initial filing deadline (Section 3A of this Article) and the deadline for filing for arbitration (Section 3D of this Article), if the grievant, or the administrator (or designee) fails to meet the specified time limits the grievance shall be advanced to the next step. The grievant, however, may withdraw the grievance at any step by notifying the appropriate administrator, thereby accepting the decision previously rendered.
- E. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel file of the grievant.
- F. The grievant shall at all levels of the procedure have the right to counsel.
- G. Hearings and conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. When such hearings and conferences are held during the College Day, all employees whose presence is required shall be excused for the purpose. The President of the Faculty Forum or his/her designee shall notify the Executive Director of Human Resources in advance of faculty members whose attendance at any hearing or conference requires their absence from College responsibilities.
- H. The primary purpose of this procedure is to secure at the lowest possible level, equitable solutions to grievances arising under this Agreement. Nothing contained herein shall be construed as limiting the right of any faculty member with a grievance to discuss the matter informally with the appropriate administrator or proceeding independently as described in this procedure provided that the issue of said grievance cannot be the same as (a) an already existent and on-going grievance involving the same person(s), or (b) a grievance on the same issue that has already been resolved.

## Article XI – Continued

### Section 3. Procedure

## A. Step I.

In the event that the grievance cannot be resolved informally between the grievant and the appropriate administrator or his/her designee, the grievant shall, within <u>fifteen (15)</u> days from the discovery of the event upon which the grievance is based, but in no case later than one (1) full semester after the semester in which the event occurred (excluding Spring and Summer sessions), serve a written grievance upon the appropriate administrator and discuss the same with such administrator, either individually or together with a Grievance Committee member. Such administrator or his/her designee shall attempt to resolve the formal grievance within <u>five (5)</u> days of its presentation by filing a written response.

## B. <u>Step II.</u>

In the event the grievant is not satisfied with the disposition of the grievance at Step I, he/she may, within <u>five (5)</u> days of receipt of the Step I response, submit the grievance to the appropriate administrator in the Office of Instruction or, if the grievant is a counselor, to the Vice President and Chief Student Affairs Officer (or designee). The grievant must inform the appropriate administrator of why he/she rejected the previous answer. Within <u>ten (10)</u> days from the receipt of the grievance, the appropriate administrator or designee shall meet with the interested parties and render a written decision to the grievant.

## C. <u>Step III.</u>

In the event the grievant is not satisfied with the disposition of the grievance at Step II, he/she may, within <u>five (5)</u> days of receipt of the written decision at Step II, submit the grievance to the President or designee. The grievant must inform the President or designee why the previous answer was rejected. Within <u>ten (10)</u> days from the receipt of the grievance, the President or designee shall meet with the interested parties and shall render a written decision within <u>ten (10)</u> days of the meeting.

## D. <u>Step IV.</u>

- In the event the Forum is not satisfied with the disposition of the grievance at Step III, they
  may, within <u>fifteen (15)</u> days of receipt of the disposition, submit to arbitration by serving a
  written request for arbitration to the Executive Director of Human Resources, with a copy to
  the College President. In matters involving contract language interpretation, the College may
  submit such matters to arbitration by serving a written request for arbitration to the Faculty
  Forum President within fifteen (15) days of meeting with the Forum and failing to come to an
  agreement.
- 2. Beginning with the 2015 Fall semester, the parties have agreed to utilize a permanent arbitrator panel which shall be maintained by the parties. Only arbitrators acceptable to both parties shall be placed on the list.
- 3. The arbitrator panel established shall be composed of the following arbitrators:

Paul Glendon Kathy Van Dagens Kathleen Opperwall Mario Chiesa Robert McCormick Ben Kerner

## Article XI, Section 3 – Continued

- 4. An arbitrator shall be assigned an arbitration in the order that the names appear on the list, on a rotating basis. If a panel arbitrator is unable to arbitrate a grievance, the next panel arbitrator shall be assigned. If an arbitrator is assigned a case which is resolved before hearing the case, that arbitrator has served his/her turn and the next arbitration will be assigned to the next arbitrator on the list.
- 5. Within five (5) days of the referral to arbitration, the College and the Forum shall jointly submit notification to the arbitrator. The arbitrator shall conduct the arbitration hearing and other related matters in accordance with the rules and regulations of the American Arbitration Association.
- 6. Either party may remove no more than one (1) arbitrator from the panel during any twelve (12) month period by giving ten (10) days' written notice to the other party. The other party will then select a replacement from their list of alternates (see Memorandum of Understanding). Once a case is assigned, an arbitrator may not be removed from the panel until the case has been disposed of. In the event a panel arbitrator becomes unable to arbitrate grievances, their slot on the panel will remain vacant for the duration of this agreement.
- 7. The fees and expenses of the arbitrator shall be borne equally by the Forum and the College. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
- 8. The decision of the arbitrator shall be final and binding on the parties, if made within the limits of the powers and authority hereinafter provided; the arbitrator shall have no power to add to, subtract from, alter, or in any way modify the terms of this Agreement. He/she shall give no opinion with respect to any matter left by this Agreement or by law to the discretion of the College. The result of the decision shall be implemented within fifteen (15) days of receipt of the decision.
- 9. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed.

# ARTICLE XII

## CONTRACTS - FULL-TIME FACULTY

<u>Section 1.</u> A full-time contract for the Fall and Winter Semesters, or a twelve (12) month contract with either thirty-eight (38) or forty-six (46) weeks of assigned duties will be issued to all full-time faculty members as defined in this Agreement. Such contracts shall be either probationary, full-status, annual or temporary.

<u>Section 2.</u> Full-time Counselors will be issued twelve (12) month contracts containing forty-six (46) weeks of assigned duties.

## Section 3. Librarian

- A. All full-time Librarians hired prior to August 23, 1988 for forty-six (46) weeks shall be issued twelve (12) month contracts with forty-six (46) weeks of assigned duties unless there is mutual agreement between the faculty member and the appropriate administrator to change.
- B. Academic Librarians hired after August 23, 1988 shall be assigned forty-six (46) week contracts within a fifty-two week period under the generic or specific job descriptions as required by the College.

## Article XII – Continued

<u>Section 4.</u> Assigned and unassigned time for fifty-two (52) week positions shall be determined in accord with the following:

- A. Time worked is assigned time.
- B. Time <u>not</u> worked is unassigned time except:
  - 1. Holidays shall count as assigned days. The holidays are: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day following, Christmas Eve Day, Christmas Day, the first College work day following the Christmas Day holiday and New Year's Eve.
  - 2. Use of leave time provided in Article X when it occurs during assigned time.
- C. The break between the Fall and Winter Semesters as designated in the College Calendar shall apply to all members of the faculty. However, counselors and librarians will provide adequate services to guarantee that these operations may continue on a reduced basis during this period to the satisfaction of the appropriate administrator. Individual work schedules will be developed in consultation with the appropriate members of the faculty.

<u>Section 5.</u> New full-time faculty members will be issued probationary contracts for each year during their probationary period.

- A. In the event that a full-time faculty member is not offered the second or third-year probationary contract, he/she will be notified in writing by April 15, or December 15, whichever is appropriate. In the event that a faculty member is not offered a full-status contract, he/she will be notified by April 15, or December 15, whichever is appropriate.
- B. A full-status (continuing) contract shall be issued to each full-time faculty member after successfully completing his/her probationary period. Such contract is issued only once and is updated annually by issuing a salary addendum.

<u>Section 6.</u> Contract supplements will be issued to full-time faculty for extensions of the Instructional College Year, or the individual contract year, and for certain specified reasons listed below:

- A. Overload teaching during the Instructional College Year.
- B. Classes taught in addition to and outside of the basic load.
- C. Certain specified extra preparations (Article VI, Section 6).

<u>Section 7.</u> When an individual is employed full time to fill a position known to be temporary (terminal) at the time of employment, he/she shall be issued a contract for temporary employment. When such contracts are issued, the Forum will be notified as to its purpose and duration.

- A. Such employment shall occur under the following circumstances:
  - 1. In the event of an emergency that occurs prior to the opening of classes that results in the temporary absence of a full-time faculty member for the entire semester, or,
  - 2. In the event of an emergency that results in a temporary absence of a full-time faculty member for one-half semester or more and said faculty member is replaced by one instructor who covers the basic load of said instructor, or
  - 3. To temporarily replace a full-time faculty member who is on extended personal or professional leave. In no case shall a temporary contract be issued for a period greater than one (1) year, nor may it be renewed more than once unless mutually agreed to by the Administration and the Forum.

# Article XII, Section 7 – Continued

- B. The temporary contract issued for one semester or longer, or one-half year or longer, shall be equivalent to a probationary contract in the event that a full-time faculty member is later issued a probationary contract. In such cases, service under a temporary contract shall be credited in either whole semesters or half-years, whichever is appropriate. Fractions shall be rounded down to the nearest whole semester or half-year. Provided, however, that the temporary service must have been accumulated within five (5) years of the issuance of the probationary contract.
- C. All provisions of the Master Agreement will be in full force and effect except that failure to extend or offer a contract beyond the date originally agreed upon shall not be subject to the grievance procedure.

<u>Section 8. Annual Contract.</u> When an individual is employed full time to fill a position created by the implementation of a new experimental program, he/she shall be issued an annual contract which may be renewed annually (maximum of five (5) years).

- A. When such contract is issued, the faculty member and the Faculty Forum shall be informed of the purpose and proposed duration.
- B. The annual contract shall be equivalent to the probationary contract in the event that the annual contract employee is later issued a probationary contract. In such cases, if the annual service is accumulated within five (5) years of issuance of a probationary contract, service under the annual contract shall be credited in either whole semesters or half years, whichever is appropriate. Fractions shall be rounded down to the nearest whole semester or half year.
- C. All provisions of the Master Agreement will be in full force and effect except that failure to extend or offer an annual contract shall not be subject to the grievance procedure, nor shall the annual faculty member accrue seniority while on an annual contract.

# **ARTICLE XIII**

## TRACK PLACEMENT AND COMPENSATION - FULL-TIME FACULTY

## Section 1. Initial Hiring and Track Placement

When a faculty member is newly hired, the Forum shall be notified no later than the beginning of the semester when employment commences as to salary step and track placement of the individual. The Forum shall have a 30 day period in which to file any objection to said placement. The Forum may proceed to arbitration if mutual agreement cannot be reached.

Where advanced degrees are not normally available or customary for an industry, appropriate experience, and receipt of the top certifications for the profession will be substituted for the bachelor's, master's, and/or master's degree plus 30 credits. In those cases, the requirement of a bachelor's degree for eligibility for payment at the MA + 30 track shall be waived.

Salary and/or track placement as a result of training, degrees, licenses, or other professional equivalencies <u>after</u> initial employment. The Forum shall also be notified of any training, retraining, or certification achieved by a faculty member which could result in changes in step and/or track placement. It remains the individual faculty member's responsibility to apply for such changes and neither contracting party shall make any representations to any faculty member as to exceptions and/or exemptions from existing contract language to the appropriate ground for making such application. The Forum shall have 30 days from the date of notification in which to file an objection to management's response to the request with provision for arbitration should such an objection not be resolved my mutual agreement.

Should the College agree to pay the expenses of a faculty member engaged in an approved course and certification program, said payment will be made only once.

# Article XIII, Section 1 – Continued

## Professional Equivalency

For purposes of equivalency determination, "licensed" includes "certified," "admitted," "registered," "certificated," or "commissioned."

Licensed shall be defined as compliance with a state or national act, statute, or procedure, and shall require not less than six (6) years of documented experience in appropriate discipline and/or equivalent degrees and successful passage of examination for issuance of license. Acquisition of the license shall be equivalent to the next horizontal placement at the existing step subject to the Limiting Factors below:

## **Limiting Factors**

- A. License shall be in the subject area currently being taught by the instructor.
- B. The license shall remain current to retain the placement benefit. A copy of each license or subsequent renewal shall be submitted to the appropriate administrator in the Office of Instruction.
- C. The appropriate administrator in the Office of Instruction shall review all professional equivalency petitions received, and in accordance with Article XIII, Compensation, shall grant or deny professional equivalency to each of the petitioners.
- D. The license obtained by an individual cannot be considered for advancement if that license was a necessary requirement to be employed by Schoolcraft College.
- E. If the individual had received College monies to obtain that license, it shall not be considered for advancement.
- F. As a limiting factor, for purposes of this Agreement, licenses from other states shall be considered for horizontal movement if the current Michigan Licensed Occupations manual specifies reciprocity.
- G. Applications for this advancement may be used only and no placement will be awarded beyond the master's level without a bachelor's degree.
- H. No equivalency will be granted beyond a Master's + 30 track.
- I. Teaching certificates will not be considered.

<u>Section 2</u> The basic salary schedules of full-time faculty members covered by this Agreement are set forth in Appendix A.

- A. The salary schedule has four tracks; namely, Bachelor's Degree or equivalent; Master's Degree or equivalent; Master's Degree plus 30 semester hours or more; and Doctorate. The degree must be earned from an institution accredited by a nationally recognized regional accreditation association.
- B. Faculty members earning graduate college credits, or gaining professional equivalency as spelled out in Section 1, in addition to those used for initial placement may file these credits with the appropriate administrator for new track assignment. Applications for such new assignment must be made within thirty (30) days of the opening of each semester and must be substantiated by an official transcript or other appropriate documentation relative to professional equivalency. Compensation shall be adjusted accordingly beginning with the semester in which application is made.
- C. Initial placement on a step in an assigned track may, at the sole discretion of management, be accomplished in the following manner:
  - 1. <u>Degree Holders.</u> Credit on the salary schedule may be allowed for experience upon the basis of the factors set forth below:

## Article XIII, Section 2 – Continued

- a. Full-time college teaching, counseling, or librarian experience may be equated one year for one year. If the experience is part-time, it shall be equated to yearly experience (i.e., 30 credit hours of part-time instruction shall equal one year of experience). Such part-time experience will not be counted until it is the equivalent of one or more full years and no more than six (6) years maximum will be allowed. Part-time experience in higher education assignments, other than the type of position applied for (teaching, counseling, or librarian), is capped at two (2) years.
- b. Full-time relevant industrial, and/or public school (K-12) teaching, counseling, or librarian experience and related non-teaching experience may be equated at the rate of two years credit for every three years of experience.
- c. Teaching fellows or teaching assistant experience may be equated at the rate of two years of credit for every three years of experience.
- 2. <u>Degree Equivalency.</u> The following criteria shall be used for granting of equivalency:
  - a. To be given credit for a baccalaureate degree the faculty member must have been employed in an occupation directly related to his/her assignment for a minimum period of six (6) years and be licensed in his/her respective trade field, or possess a journeyman status and have two (2) years of experience directly related to his/her assignment, or possess an Associate Degree directly related to his/her assignment, and four (4) years of experience directly related to his/her assignment.
  - b. To be given credit for a master's degree the instructor must hold a baccalaureate degree and must have been employed in an occupation directly related to his/her assignment for an additional four (4) years.
  - c. Where the work experience of the instructor exceeds the minimum requirements listed above, the excess may be used for step placement purposes, but experience once allocated for equivalency purposes cannot be used again for step placement.
  - d. A Juris Doctorate degree shall be equated to a Master's Degree.
- 3. For either case 1 or 2 above (degree holders and degree equivalency):
  - a. Any fractions appearing in the total figure will be rounded to the nearest whole number.
  - b. The determination of such credit is the responsibility of the designated administrator following consultation with the faculty representative and the applicant. A record of experience so allocated must be properly noted and made part of the faculty member's personnel record. A copy will be furnished to the faculty member and the Forum within two (2) weeks of the applicant's first day of employment.

<u>Section 3. Salary Payments - General Provisions.</u> Full-time faculty members shall be paid in twenty-six (26) equal installments on a schedule of every other Friday except when a scheduled payday falls on a holiday. In these cases the deposit shall be made available not later than the last day preceding the holiday. (See Payroll Schedule, Appendix B.)

# Article XIII – Continued

<u>Section 4. Compensation - Contract Supplements.</u> Compensation to full-time faculty members issued a contract supplement will be paid in accordance with one of the following:

- A. <u>Overloads and Contract Supplements</u> during the Instructional College Year will be paid in equal installments beginning with the third regularly scheduled payroll in the appropriate semester.
- B. <u>Extensions</u> of the Instructional College Year will be paid in equal installments beginning with the second pay date during the extension period.
- C. All compensation for <u>extra-curricular-activities</u> shall be paid on the first regularly scheduled payroll after the conclusion of the activity, except that if the activity is year long in nature, payment will be made with the last pay period of each semester.
- D. <u>Mentoring</u> (an extra-curricular activity) shall be compensated with reassign time or supplemental pay at the rate of:

| Mentoring of 1 - 2 faculty | One (1) contact hour  |
|----------------------------|-----------------------|
| Mentoring of 3 - 5 faculty | Two (2) contact hours |

<u>Section 5. Overtime Compensation</u> shall be recorded and approved in a manner prescribed by the Human Resources Department and will be paid at the first regularly scheduled payroll occurring after the period in which such compensation was earned. Supplemental assignments issued to counselors shall be paid according to this section.

<u>Section 6. Overloads, Overtime, and Supplemental Instruction</u> shall be compensated for in the following manner: Full time faculty will be paid at the non-probationary part time contract rate for all contact hours.

Work in excess of the basic load for librarians and counselors shall be paid at 1/16 of the supplemental contract rate per clock hour.

<u>Section 7. Salary Overpayments.</u> The College shall have the right to deduct any salary overpayment to a faculty member from compensation due to that faculty member. Should said condition occur, the employee shall be notified, in writing, of the amount in question. The repayment schedule shall be developed by mutual agreement. In no case shall repayment be sought if the overpayment occurred more than two (2) years prior to the date of ratification.

<u>Section 8. Community Service</u>. All faculty who participate in a community service event will receive a stipend of 1/6<sup>th</sup> of the current supplemental contact hour rate per event from the College (e.g., activities such as speaking engagement at another school including K-12, presenting research or musical participation). Funds paid to Forum members for this service will be capped at a total of not more than \$10,000 per calendar year for all members.

## ARTICLE XIV

## FRINGE BENEFITS

#### Section 1. Insurance Coverages

- A. The College will provide the following to full-time faculty:
  - 1. <u>Long-term disability</u> benefit for faculty members commencing on the 121<sup>st</sup> calendar day of disability at 70 percent of base salary with a maximum monthly payment of \$5,000.
  - 2. <u>Vision care program for faculty member and eligible dependent(s)</u>.

## Article XIV, Section 1 – Continued

- 3. <u>Dental program for faculty member and eligible dependent(s).</u>
- 4. <u>Health/life insurance coverage</u>. Effective with the ratification of this agreement, one of the following options (Plan A or B) shall be provided to each full-time faculty member and eligible dependent(s).
  - PLAN A: The MESSA ABC Plan 1 (i.e. 2015 rates Single deductible: \$1,300 per year; 2-person and family deductible: \$2,600 per year). In addition, the College will fund for each member electing this plan an annual Health Savings Account (HSA) account with a College paid contribution equal to 80% of the plan deductible. Effective 1/1/16, the annual college contribution will be funded in two equal installments (half in the first pay of January, half in the first pay of July). The college contribution will be prorated for new full-time faculty who begin in the fall term.

Plus: \$50,000 life insurance and accidental death and dismemberment coverage (AD&D).

Members selecting Plan A will pay 20% of the cost of the plan premium inclusive of the HSA contribution.

PLAN B: Faculty members not choosing group health insurance will receive a cash stipend of five-thousand dollars (\$5,000) per fiscal year while actively employed on a full-time basis.

Plus: \$50,000 Life insurance and AD&D coverage, dental, vision and long-term disability.

If an employee and spouse are both employed by the College and both eligible for medical insurance, only one (1) shall elect the health insurance plan and the other shall select Plan B, that is, opt out.

- 5. For the full-time faculty member and eligible dependent(s) optional life insurance shall be available at group rates, at the employee's expense.
- 6. An open enrollment period shall be available each year, during which faculty members shall be able to change the option previously selected under Section 1A4 of this article.
- 7. Term life insurance coverage will be continued by the College for any faculty member receiving long-term disability benefits who selected either the traditional or the PPO insurance options. This does not include optional life insurance.

<u>Section 2.</u> For the full-time faculty member, a travel-accident life insurance benefit in the amount of no less than \$50,000 for travel on College business shall be provided.

<u>Section 3. Faculty Grant Fund.</u> The College shall provide an educational grant fund for the payment of 100% of the tuition and non-refundable registration fee of full-time faculty members, current spouses, and dependent child(ren) regardless of employee's marital status who attend classes at Schoolcraft College. "Dependent child(ren)" shall be defined as a child who would qualify for a federal tax exemption not withstanding an employee's marital status. The College may require proof of dependent child(ren) status.

# Article XIV – Continued

<u>Section 4. Tax-Deferred Annuity</u> - The College shall make available to all full-time faculty, a salary reduction plan with any current or future approved carriers. Contributions, when made, shall be transmitted with each payroll to the appropriate carrier in accordance with the Internal Revenue Code of 1954 as amended, and the regulations thereunder. As additional carriers are approved, notification will be sent to the Faculty Forum President.

<u>Section 5. Severance Pay.</u> After ten (10) years of service, any full-time faculty member upon severance, excluding just cause discharge, shall receive a benefit in the amount of One Thousand Dollars (\$1,000); for those retiring the amount is Two Thousand Dollars (\$2,000). Additional severance credit may be earned at the rate of Ten Dollars (\$10) for each additional calendar month of his/her employment after the tenth (10th) year. In no case would the additional payment exceed One Thousand Dollars (\$1,000). Payment in the case of a deceased employee will be made to the beneficiary or the estate of the deceased.

## Section 6. Faculty Professional Development.

- A. The College will budget the sum of Two Hundred Dollars (\$200) per full-time faculty member per fiscal year for purposes of faculty professional development, to include tuition, travel to professional meetings, seminars, workshops, membership and publication subscriptions, or other activities mutually agreed to, excluding union activities, which occur in the fiscal year beginning July 1.
- B. Faculty wishing to use these funds must make a formal application to the Vice President and Chief Academic Officer by June 1 for the current fiscal year's expenditures. Completed applications will be processed using the College's normal requisition procedure and supported by normally required documentation. At the end of each fiscal year a report detailing the distribution of these funds will be sent to the Faculty Forum President.
- C. Tuition

Faculty may utilize the Professional Development funds for the purpose of study provided that the following criteria are met:

- 1. Class(es) are not available at Schoolcraft College.
- 2. The classes are taken at an accredited institution.
- 3. The employee receives a grade of "C" (2.0) or better or, when applicable, a satisfactory completion of the course.
- D. All full-time faculty who have been on Step 13 of the salary schedule for one full instructional year or longer will be granted a professional development allowance equivalent to 3.5 (three and one-half) contact hours to be paid as a lump sum on the first full pay for December. These will be discretionary funds and will be subject to all applicable taxes. The distribution of these funds is not to be considered in determination of eligibility for funds specified under parts A, B and C.

<u>Section 7. Payroll Deduction.</u> The College shall make available payroll deduction for mutually agreed to deductions to all eligible full-time faculty.

<u>Section 8. Free Parking.</u> In the absence of a State directive or legislation, the College shall continue to provide free parking space for all faculty members.

<u>Section 9. Mileage Reimbursement.</u> Whenever it is necessary for a full-time faculty member to travel on official College business; or whenever a full-time faculty member's basic load assignment requires that he/she travel between the Campus and off-campus centers to fulfill the basic load requirements, he/she shall be reimbursed at the current authorized rate.

# Article XIV – Continued

<u>Section 10. Retiree Benefits</u> A full time faculty member who has retired from Schoolcraft College shall be eligible for the following benefits from Schoolcraft College:

- Use of the Library
- Use of Physical Education facilities
- One (1) tuition free class for retiree and spouse (traditional or Continuing Education) for each semester/session (must register during late registration late registration fee will be waived).

<u>Section 11. Fitness Center Membership.</u> The College will provide free membership in the Fitness Center for all faculty members during any semester in which they are teaching.

# ARTICLE XV

#### DISCIPLINE FULL AND PART TIME (NON-PROBATIONARY FACULTY)

- A. Disciplinary action shall be taken against a faculty member only for just cause and only after full opportunity of due process has been afforded. This disciplinary action shall be proportionate to the severity of the infraction and the principle of progressive discipline will be considered.
- B. Prior to any disciplinary action being taken, a meeting shall be held involving the appropriate administrator and the faculty member. The faculty member shall be informed, in writing, of the reason for a disciplinary meeting, when said meeting is scheduled. A Faculty Forum Representative shall be in attendance at all disciplinary meetings unless a written waiver is signed by the faculty member with copies distributed to the appropriate administrator, and the President of the Forum. Disciplinary action includes written reprimand designated as such, suspensions, and terminations. Oral or written warnings that provide notice of problems with performance will not go in the faculty member's personnel file in the Department of Human Resources.
- C. Within five (5) workdays of the conclusion of a disciplinary hearing, the faculty member shall be informed, in writing, of the discipline to be administered, with a copy to the Forum President.
- D. Any written notice of reprimand placed in a faculty member's file, except those required under MI PA 189, shall be removed upon his/her voluntary termination of employment if the written notice is more than two years old and a written request is submitted to the Executive Director of Human Resources.
- E. In an emergency situation requiring removal of the faculty member from the classroom or work station, the Forum President (or designee) shall be notified by the appropriate administrator prior to any further disciplinary action.
- F. Should unusual conditions within the classroom involving academic performance of an experienced instructor teaching the course for the first time come to the attention of the appropriate administrator, said administrator shall initiate a conference involving the instructor, the administrator, and a union representative. Prior to any further administrator action being taken, an expedited assessment shall occur, conducted by the administrator and the faculty representative. If, in their opinion, further action is warranted, any or all of the following actions may be taken:
  - 1. The instructor must take remedial action and demonstrate competency.
  - 2. The instructor will be removed from the course.
  - 3. The instructor will be suspended without pay for the remainder of the course session.
  - 4. The instructor will have no preference points awarded for the class.
  - 5. The instructor will be disqualified from teaching the course again.

# ARTICLE XVI

## PART-TIME FACULTY

<u>Section 1. Part-Time Faculty Rights & Responsibilities.</u> The provisions of Article XVI shall apply only to part-time faculty members as defined in Article I.

- A. The College shall provide all appropriate provisions of this Agreement to all part-time faculty within ten (10) days of initial employment.
- B. Each part-time instructor and each part-time clinical nursing instructor shall be entitled to freedom of discussion within the classroom or within the clinical facility on all relevant matters within the framework of assigned duties and within his/her area of competence.
- C. Each part-time faculty member shall have the right upon reasonable request and notice to review, with an appropriate administrator, the contents of his/her personnel file, excluding letters of recommendation and employment credentials. The part-time faculty member may be accompanied by a Forum representative if he/she so desires. When material is placed in an individual's personnel file, the individual shall be furnished a copy of said material and shall have ten (10) days to write a rebuttal which shall be attached to the original material in the file.
- D. The presence of cameras, tape recorders, or similar recording devices during the meeting of a class shall be subject to the permission of the part-time faculty member except as modified by current public laws covering disabled students.
- E. Each part-time faculty member is entitled to the enjoyment of his/her constitutionally guaranteed rights. When he/she acts as a private citizen, he/she shall be free from institutional discipline. The part-time faculty member, mindful of his/her responsibility to protect his/her own and the institution's integrity, shall exercise reasonable care to show that he/she is acting as a private citizen and does not speak for nor represent the College.
- F. The College, while fulfilling its responsibilities to disabled students, will notify part-time faculty when an enrollee has been identified as a disabled student and will indicate the special assistance and/or special equipment being provided.
- G. Part-time faculty shall be permitted to take part in departmental activities.
- H. When a part-time faculty member indicates a need for a storage facility, the College shall provide without charge, if available, a locker or other facility in the building in which the part-time faculty member is assigned.

## Section 2. Part-Time Faculty Status

- A. <u>Probation.</u> For the first eight (8) semesters/sessions of teaching, part-time faculty shall be considered probationary employees. During this period, successful performance (as demonstrated by appropriate evaluations) is necessary for continued employment.
  - 1. During the probationary period, part-time faculty members shall be obligated to attend mandatory orientation(s) as determined by the appropriate administrator.
  - 2. Failure to offer employment to a probationary part-time faculty member due to poor performance, as evidenced by his/her evaluations, shall not be subject to the grievance procedure.
- B. After the probationary period, the part-time faculty member can be removed from the preference point list as a result of administrative discipline (Article XV).
- C. Those part-time faculty members who have successfully completed the probationary period shall be referred to as Adjunct Faculty.

## Article XVI, Section 2 – Continued

D. Academic rank for adjunct part-time faculty shall be accorded as follows:

<u>Adjunct Assistant Professor</u>- Upon accumulation of 100 preference points and a minimum of three (3) years of service with Schoolcraft College.

<u>Adjunct Associate Professor</u> - Upon accumulation of 150 preference points and a minimum of eight (8) years of service with Schoolcraft College.

<u>Adjunct Professor</u> – Upon accumulation of 200 preference points and a minimum of fourteen (14) years of service with Schoolcraft College.

- E. First consideration shall be given to part-time faculty applicants for filling any available full-time faculty vacancies if their qualifications are superior or equal to other qualified applicants.
- F. Upon becoming a full-time faculty member, he/she shall be given credit for one year of probation based upon successful completion of thirty (30) contact hours taught as a part-time faculty member at Schoolcraft College within the five (5) years immediately preceding the issuance of the full-time contract.

#### Section 3. Part-Time Faculty Employment

- A. Part-time faculty members shall be employed by the College only when the need for such service exists. When such a need exists the course or function will be assigned by the appropriate administrator as provided herein. Qualifications for persons so employed shall meet minimum competencies for teaching the course(s) or performing the function for which the need exists.
- B. Part-time instructors and part-time clinical nursing instructors may be tentatively assigned prior to the beginning of the semester/session, but hired only after all full-time faculty have acquired their basic load assignments, and only after a laid-off full-time faculty member has been given preference for courses for which he/she meets minimum competencies, and only after full-time faculty have received their supplemental assignments.
- C. Preference for employment shall be given to the part-time instructor and the part-time clinical nursing instructor based upon the following conditions:
  - 1. Each appropriate administrator in consultation with the Executive Director of Human Resources will maintain a posted part-time preference list of qualified personnel in his/her respective discipline. The list will be updated each semester and session and will be made readily available upon request of a faculty member.
  - 2. Placement on the preference list shall be determined by the following formula:

Five (5) points awarded for each year of service (minimum of one (1) course taught in any given calendar year). In the event that the part-time faculty member teaches in more than one discipline during a semester/session, these five (5) points will be applied to each preference list. One (1) point awarded for each contact hour taught.

Example: Ten (10) years of service equals fifty (50) points, fifty (50) contact hours taught equals fifty (50) points. Total equals one hundred (100) points. Faculty teaching in more than one discipline will accrue contact hour points as a total of all disciplines taught such that only one accumulated preference point total is calculated for each faculty member (e.g., sociology four contact and psychology four contact is a total of eight contact hours).

Retired full-time faculty who are rehired as part-time faculty shall be awarded fifty (50) points for each year of full-time service at Schoolcraft College.

Prior to Spring 2013 course selections, preference points lists will be created using the accumulated preference points system. These accumulated totals will retroactively reflect the points earned by a faculty member across all disciplines taught.

3. In both tentatively assigning and hiring, the appropriate administrator shall contact the individuals on the preference list in order proceeding from the highest to the lowest point totals.

If two persons are both qualified under the other provisions of this Article and tied in preference points, and both wish to teach the same course, the tie shall be broken by selecting the person with the earliest date of hire; and if dates of hire are equal, by the appropriate administrator flipping a coin in the presence of a witness. The results of the coin flip will be recorded with the Human Resources Department and the Faculty Forum President. These results will be used to establish seniority at any future time that the individuals find themselves with identical preference points.

- 4. The appropriate administrator shall make known to the individual the courses available for which he/she is qualified to teach.
- 5. The individual so contacted shall have the right to select from the available courses the one(s) which he/she prefers to teach.
- 6. Should additional courses be available, or should the individual so contacted be unable to accept a teaching assignment, the appropriate administrator shall proceed to the next name on the list and repeat the process until all available open classes have been assigned.
- 7. If a previously selected class is released by a part-time faculty member within 10 business days of the start of that class, the section may be assigned at the discretion of the administration.
- 8. If openings still exist after the exhaustion of the preference list, or if openings exist which cannot be filled by those on the list due to inability to accept available assignments or lack of appropriate qualifications for the specific opening, then the appropriate administrator may complete the assignment of open classes with a qualified person(s) not on the preference list.
- 9. Effective 1/1/17, failure to accept any teaching assignments within a four (4) calendar year period shall result in the individual's name being removed from the preference list.
- 10. In the event the preference points list is not adhered to as outlined in the contract and rescheduling is not possible, the following tiers of compensation will begin in order to restore all affected faculty from the missed course(s) regardless of cause.
  - First occurrence: The affected faculty member will receive preference points for course(s) missed, and the Forum will be notified.
  - Second occurrence within five years of the first occurrence to the same faculty member: The affected faculty member will receive preference points for the course(s) missed plus ½ of the compensation for course(s) missed, and the Forum will be notified.
  - Third or more occurrence within 10 years of the first occurrence to the same faculty member: The affected faculty member will receive preference points for the course(s) missed plus full compensation for course(s) missed, and the Forum will be notified.

The aforementioned criteria will not be retroactively applied to the scheduling of semesters prior to the Fall 2015 term.

## Article XVI – Continued

#### Section 4. Evaluation - Part-Time Faculty

- A. Part-time faculty members shall be evaluated by the designated administrator according to the following conditions:
  - 1. Evaluations will occur as defined in the Schoolcraft College Faculty Evaluation Handbook and the Evaluation Procedure document.
  - 2. Upon successful completion of probation, all part time faculty will have a checkpoint review meeting in the middle of the four year evaluation cycle (defined as two years after the last evaluation). The checkpoint review process is as follows:
    - a. One IDEA survey will be distributed to students in the semester prior to the checkpoint review meeting following the same process used in the evaluation process.
    - b. The Faculty will have sole possession of the detailed data, which includes the data cover sheet. The faculty member will provide a copy of their review process student data cover sheet to their immediate supervisor.
    - c. The IDEA results will not be tied to the evaluation score system.
    - d. The purpose of the checkpoint review meeting will be to have dialogue between the faculty member and the supervising administrator regarding student data results, professional development activities and continuous improvement objectives. The faculty will bring with them, for the purpose of review and discussions, both the IDEA student data and their proposed professional development activities for the coming semesters.
    - e. In lieu of a face to face meeting, exceptional circumstances (i.e. faculty member is out of state, faculty member has other full time employment) may dictate the use of an alternative meeting format (i.e. phone or Internet meeting).
    - f. The administration will develop a standardized form to be utilized for recording professional development plans.
- B. After the completion of the probationary period, in the event an evaluation results in overall composite rating (OCR) score of less than 3.88, deficiencies must be stated in writing along with a plan for improvement formulated by the faculty member in consultation with the assigned faculty mentor and the designated administrator. The faculty mentor is assigned by the Designated Administrator for a period of two years. The faculty mentor will be compensated at a rate of one (1) contact hour per year. Evaluations will continue every two years until the OCR score is 3.88 or greater, at which time the regular evaluation cycle resumes.

If the OCR score is less than 3.88 after mentoring occurs, faculty will be subject to formal evaluation process outlined in the Faculty Evaluation Handbook every two years until such time as the OCR score rises to 3.88 or greater. Faculty mentor support will be provided for one (1) two-year period.

If evaluation results in an OCR score of 4.50 or greater, the faculty member will receive recognition from the College for their achievement.

# Article XVI – Continued

## Section 5. Class Size and Length

- A. <u>Length of Class Session.</u> A class scheduled for one hour shall include fifty-four (54) minutes of instruction and six (6) minutes of passing time. In classes scheduled for more than one (1) hour in the same session, the part-time instructor may schedule a break equivalent to six (6) minutes per hour for each hour except the last hour where the six (6) minutes shall be used for passing time. Any variation must have the approval of the part-time instructor and the appropriate administrator.
- B. <u>Class Size.</u> Class size will be the same as provided in Article VI, Section 13 of this Agreement.

Section 6. Office Hours. Part-time faculty members shall be available for student consultations.

<u>Section 7. Grievance Procedure</u> The grievance procedure as provided for in Article XI of this Agreement shall apply to part-time faculty members while they are employed at Schoolcraft College.

<u>Section 8. Notice of Employment.</u> A notice of employment shall be issued to all part-time faculty members within a reasonable period of time after the opening of the semester or session. Such notice shall contain the part-time faculty member's name, the assignment, the length of employment, the compensation, and any other pertinent information.

<u>Section 9. Compensation.</u> Part-time faculty members working during the Instructional College Year will be paid in equal installments beginning with the third (3rd) regularly scheduled payroll in the appropriate semester. Part-time faculty members working during the Spring and Summer session will be paid in equal installments beginning with the second (2nd) pay date in the session. Compensation for part-time faculty will be as follows:

For the 2015/2016 Instructional Year (beginning Fall term) all probationary faculty will be compensated at the rate of \$832 per contact hour. All non-probationary faculty will be compensated at the rate of \$955 per contact hour.

For the 2016/2017 Instructional Year (beginning Fall term) all probationary faculty will be compensated at the rate of \$849 per contact hour. All non-probationary faculty will be compensated at the rate of \$974 per contact hour.

For the 2017/2018 Instructional Year (beginning Fall term) all probationary faculty will be compensated at the rate of \$866 per contact hour. All non-probationary faculty will be compensated at the rate of \$993 per contact hour.

Should a part-time faculty member be requested by an administrator and agree to perform academic duties not specified in Appendix C-1 or C-2, the work shall be compensated at the rate of one-half (1/2) the clock hour supplemental rate.

## Section 10. Fringe Benefits

A. For part-time faculty having earned twenty-five (25) preference points or more and who have taught within the prior twelve months, the College shall provide an educational grant fund for the payment of 100% of the tuition and non-refundable registration fee of part-time faculty, current spouses and dependent child(ren) regardless of the parent's marital status who attend classes at Schoolcraft College. "Dependent child(ren)" shall be defined as a child who would qualify for a federal tax exemption notwithstanding an employee's marital status. The College may require proof of dependent child(ren) status. The maximum benefit provided will be twelve (12) credit hours per fall and winter semester, and ten (10) credit hours per spring and summer semester.

# Article XVI, Section 10 – Continued

- B. In the absence of a State directive or legislation to the contrary, the College shall continue to provide free parking space for all part-time faculty members.
- C. Adjunct faculty members shall be permitted to take up to two paid leave days per semester, including two days in the spring term and two days in the summer term. Paid leave days are not intended for the extension of break periods. Requests for non-emergent leave must be made with at least two business days' notice to the designated administrator.
- D. The College shall make available payroll deduction for mutually agreed to deductions to all eligible part-time faculty members.
- E. The College will budget the sum of \$20,000 per year for professional development activities for adjunct faculty members.
  - Each eligible probationary adjunct faculty member may request up to .25 contact hours per year and non-probationary adjunct faculty may request up to .35 contact hours per year for purposes of faculty professional development to include tuition, travel to professional meetings, seminars, workshops, membership, work related items and publication subscriptions, college-sponsored professional development reimbursed at the rate of \$25/hour or \$25 per 1/10 CEU or other activities mutually agreed to excluding union activities, which occur in the fiscal year beginning July 1.
  - 2. Faculty wishing to use these funds must make formal application to the Vice President and Chief Academic Officer by June 1 for the current fiscal year's expenditures. Completed applications will be processed using the College's normal requisition procedure and supported by normally required documentation. At the end of each fiscal year a report detailing the distribution of these funds will be sent to the Faculty Forum President.
  - 3. Tuition Faculty may utilize the Professional Development funds for the purpose of study provided that the following criteria are met:
    - a. Class(es) are not available at Schoolcraft College.
    - b. The classes are taken at an accredited institution.
    - c. The employee receives a grade of "C" (2.0) or better or, when applicable, a satisfactory completion of the course.
  - 4. Receipts submitted in excess of \$100 for eligible adjunct faculty or \$200 for adjunct faculty with 150 preference points (on step 3 on the part time salary schedule) will be evaluated at the end of the fiscal year and any excess expenditures will be distributed to the extent that funds are available.
- F. The College will provide free membership in the Fitness Center for all faculty members during any semester in which they are teaching.

<u>Section 11. Faculty Absences.</u> At no time will a part-time instructor cancel a class session. At no time will a part-time clinical nursing instructor cancel a clinical session. The responsibility for the cancellation of class sessions or clinical sessions rests only with the appropriate administrator.

A. Part-time instructors must contact the appropriate administrator when an emergency or illness may necessitate the cancellation of a class session. Part-time clinical nursing instructors must contact the appropriate administrator when an emergency or illness necessitates the cancellation of a clinical session. When a class or clinical session is canceled without prior contact with the appropriate administrator, pay for the canceled session will be deducted.

# Article XVI, Section 11 – Continued

- B. Except for adjunct faculty absence due to the use of a leave day, whenever possible, arrangements will be made with the appropriate administrator to make up any time and/or course work lost. In the event such arrangements are not possible a part-time faculty member who is absent shall have his/her compensation reduced by an amount equal to the total hours absent times the current substitute pay rate.
- C. In the event of a part-time faculty absence, all arrangements for the use of substitutes must be approved by and processed through the appropriate administrator. Faculty substitutes have the option of receiving substitute pay at the current substitute rate or agreeing to substitute as a professional courtesy. Once a faculty member commits to substituting as a professional courtesy, the College shall not provide reimbursement. Where a faculty member is utilizing leave and/or sick days, the use of a substitute will not result in the reduction of pay for the faculty member.
- D. Any part-time faculty member who is called for and reports for jury duty shall continue to receive his/her full wages for the duration of the jury duty. In order to receive payment under this section, the faculty member must give the designated administrator prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which he/she claims payment. The provisions of this section are not applicable to any faculty member who, without being summoned, volunteers for jury duty.

## Section 12. Dues/Service Fee.

- A. Each and every individual employed as a part-time member of the bargaining unit may join the Forum and pay its dues, fees, and assessments. All resignations of MEA and Forum membership must be submitted in writing, signed and dated by the member, and mailed to MEA at P.O. Box 51, East Lansing, MI 48826. A copy of the letter will also be sent to the Schoolcraft Faculty Forum membership chair and to the College's Human Resources office. This material must be submitted between August 1<sup>st</sup> and August 31<sup>st</sup>. Completed resignation requests will go into effect on September 1<sup>st</sup>.
- B. The deductions of the Forum dues and fees shall be in uniform amounts and shall be made biweekly from the semester or session's regular payroll periods beginning with the third regular payroll of the semester or session.
- C. A member may also choose a cash/payment plan in accordance with the MEA membership application.
- D. In order to change payment options of check or payroll deduction, the member must provide a statement in writing. Change in a payment option for the current year must be received by August 31<sup>st</sup>. Changes after August 31<sup>st</sup> will go into effect the following year.

<u>Section 13.</u> This Agreement shall supersede any rules, regulations, or practices of the College which shall be contrary to or inconsistent with its terms. This Agreement shall likewise supersede any contrary or inconsistent terms contained in any individual part-time faculty member's contracts heretofore in effect. All individual part-time faculty members' notices of employment shall be made expressly subject to the terms of this Agreement. Unless specifically stated, no provisions of this notice of employment may be waived or altered by the employer or the employee.

<u>Section 14.</u> It is expected that all faculty members employed because of expertise represented by a professional/occupational license or certification issued by a governmental licensing agency or a nationally-recognized occupational organization shall maintain said license or certification in good standing and may be subject to dismissal in the event that the license or certification is suspended, lapsed or revoked.

# ARTICLE XVII

## Part Time Counselor and Librarian Positions

The following applies to any member hired as a part-time counselor or part-time librarian as defined in Article I Section 3:

- A. The employee will work an average of 24 hours per week.
- B. The work year will be 52 weeks per year with 60 hours of leave time per year; paid holidays (provided they fall within the normal work schedule for regular work hours), bereavement leave, and jury duty. Leave time is credited annually on 7/1 and must be used by the last working day of December in the following fiscal year.
- C. Effective with the ratification of this agreement, salary will start at the rate of \$31.32/hour.
- D. Wage increases will be identical to the percentage applied to Step 13 of the salary schedule.
- E. Seniority will be based on the date of hire and accrued preference points at the rate of 30 points earned per year. For employees hired on the same date, numbers will be drawn to determine order of seniority. Layoffs will be subject to reverse seniority order.
- F. The employee will have probationary status for the first two years from the date of hire, with three probationary evaluations completed at six months, one year, and at the conclusion of the second year of employment.
- G. Where it becomes necessary for the President or his/her designee to close the College due to an emergency, employees not required to work shall be compensated at their regular rate for those hours they were scheduled to work but did not work. Employees required to work shall, in addition to the compensation just described, receive their regular rate of pay for all hours actually worked.

# ARTICLE XVIII

# **PROPRIETARY RIGHTS**

## STATEMENT OF PURPOSE:

The spirit of this article shall be to encourage innovative, tangible productivity. Implicit, also, shall be the notion that the College "profits" from the academic prestige of its faculty and staff, and that such prestige is most generally derived from publications, patents, grants and similar public evidence of expertise. The College's primary thrust is that of teaching. The encouragement of activities specifically designed to improve the effectiveness and efficiency of teaching is in the best interest of the College and consistent with its mission.

## Section 1. Areas of Proprietary Interest

- A. Any copyrightable material, process, or product except books and articles.
- B. Any patentable material, process, or product.

## Section 2. Circumstances Under Which the College Would Not Claim Proprietary Interest:

A. If a faculty member has produced anything in the Area of Proprietary Interest on his/her own time, not involving College money, equipment, materials, personnel, or time (for which said person was paid to perform contracted duties), the College shall have no right to such material, processes, products, or techniques as specified in the Area of Proprietary Interest. This section shall include materials developed on Sabbatical Leave.

# Article XVIII, Section 2 – Continued

B. The College would take no proprietary interest in an approved project as long as the total compensation to the faculty member was less than or equal to a four (4) contact hour supplemental payment; or if the faculty member received no compensation and direct or indirect cost to the College was no more than a four (4) contact hour supplemental payment.

Under this circumstance, the College would retain the right to internally use that which was developed, without payment to the faculty member and/or copyright/patent holder. The faculty member would be free, at his/her expense, to seek a copyright or patent and/or to market that which was developed.

## Section 3. Circumstances Under Which the College May Claim Proprietary Interest:

- A. A faculty member may be contracted specifically to produce materials, processes or products which could be in the areas of Proprietary Interest. The College will retain all proprietary rights.
- B If a faculty member was employed temporarily or full-time, with primary duties specified as other than the "project" but received additional compensation in excess of a four (4) contact hour supplemental payment; or received support (copying, video-taping, graphics, typing, etc.) valued at more than a four (4) contact hour supplemental payment then the College, at its sole discretion would claim proprietary interest to the extent of recovery of all substantiated costs to the College associated with the project in question. Under this circumstance, the College would retain the right to internally use that which was developed, without payment to the faculty member and/or copyright/patent holder. The faculty member would be free, at his/her expense, to seek a copyright or patent and/or to market that which was developed.

## Section 4. General Provisions.

- A. The College's name, logo, and seal may not be used without its written permission.
- B. The person(s) producing the product shall be acknowledged as the author(s) and all appropriate credits shall be given to all primary and support personnel. The author(s) shall identify themselves as faculty members of Schoolcraft College if the College elects to be identified with the project.
- C. If a project is supported in whole or in part by a grant from an external agency, the conditions of the grant will prevail. If no conditions are specified, the appropriate sections of this article will apply.
- D. In all cases, it shall be the obligation of the author(s) when entering into any other agreements, to make known the provisions of this policy and preserve the right and provisions of this article in any other agreements.
- E. The internal use of developed material shall be without charge to the College and shall be housed and used as other materials. The College may distribute such materials to other institutions for the purpose of demonstration and review. External distribution by the College for any other reason shall be only with the written consent of the author(s) and the College. The author(s) may use such materials for professional activities such as workshops, etc. In cases where the College has gained proprietary rights, these should be preserved by the author(s). The author(s) retain the right to review recorded material in order to update or otherwise improve its quality or accuracy. If significant costs are associated with such changes, a separate agreement may be negotiated or, at the discretion of the College, the material may be removed from circulation.

## Article XVIII, Section 4 – Continued

F. The College realizes that a routine project (where a faculty member may have received support of compensable value) may "evolve" into something of proprietary interest. It shall be the obligation of the faculty member to inform the appropriate administrator as soon as possible. Negotiations, regarding applicable provisions of this article (or other aspect of the Forum contract), shall then be applied.

The Faculty Forum will be informed of any "extra contractual" agreements between the College and a member of the bargaining unit.

## **ARTICLE XIX – DISTANCE LEARNING**

#### Developing and Teaching Distance Learning Courses

#### Section 1. Ready to Teach Course

A Ready to Teach (RTT) course is a master course which contains all instructional and supplemental information necessary for a qualified faculty member to teach the course "as-is". When available, faculty will utilize the RTT that is built into the Learning Management System (LMS). It will be designed to be flexible and customizable by qualified and credentialed teaching faculty members.

Schoolcraft College supports the development of an RTT course by providing a team which includes at least one faculty member and support from an Instructional Designer and a project manager. A developed RTT course will, at a minimum, meet all requirements of the common course syllabus. It will include all content modules in the completed course template, tests and quizzes, answer keys, project/paper/ assignment details and rubrics, teaching suggestions (if applicable) and section level syllabus.

The RTT course, when delivered, may be altered by the teaching instructor to the extent that the common course syllabus is still satisfied. When modifying the RTT, faculty will maintain accessibility and provide alignment (course competencies and assessments).

## A. Third Party Courses

It is not the intention to purchase/lease third party online courses and offer them for credit. In the event this is considered, a clear need for purchasing or leasing the content will be established. This need will be communicated to the Academic Dean and discipline as well as the last date the purchased/leased course will be offered. Unless unusual circumstances dictate an exception, the period of use will be two years or less. If a third party course is adopted for use, the review and approval process and the delivery will be the same as for an RTT course.

Should the development of an RTT course follow the use of a third party course, the developing team members will be especially careful not to use content from the purchased/leased course in the development effort unless adoption of same textbook, etc., allows for the use.

## B. <u>Course Development Fees</u>

A total fee of five (5) contact hours at the highest supplemental rate will be paid to the faculty member or team of faculty members for developing a new or a major revision of an RTT online course. Payment is made when the course is approved by the Online Instruction Committee (OIC) and all pending changes are made.

## Article XIX, Section 1 – Continued

## C. <u>Course Development Responsibilities</u>

A lead faculty member will be designated for the development of any course. S/he is expected to provide the subject matter and instructional expertise to the team. The lead faculty member may, at his/her request, have the first right of refusal to teach up to all sections of the course (within contractual limits) for the first semester the course is offered. During this time the lead faculty member is responsible for making revisions to the course in collaboration with Distance Learning (DL) to ensure its effectiveness. If significant changes warrant it, this may be extended for up to two semesters by mutual consent.

### D. Intellectual Property Rights

For two and one-half (2.5) years from the date of first offering, developing faculty members have the right to use copyrightable content developed under this agreement, excluding external copyrighted materials, for any purpose except teaching at another college or university.

Beginning two and one-half (2.5) years after the date of first offering, the creating faculty members may utilize the course materials for any purpose.

Schoolcraft College and its faculty can utilize the course and content indefinitely. The course can be made available to any credentialed faculty member following the contractual procedures.

For courses that received no funding for development the rights to the course and all content developed for a course belong to the developing faculty member(s) and may be utilized in any manner they designate. The College or other faculty may not use the course without permission of the developing faculty.

#### Section 2. Collaboration with Academic Departments and Disciplines

The Distance Learning department collaborates with the instructional administrators and faculty to determine demand for developing distance learning courses. Once courses have been selected for distance learning development, the appropriate department chair, representative, or designee are notified.

In order to assure that the department and discipline faculty have input into the course development process, the following will occur:

- The designated administrator and the faculty department chair, representative, or designee will be given access to an RTT course during the development stage or a course undergoing a major revision and will be notified when the course is complete and ready to be submitted to the OIC.
- Faculty members serving on RTT development teams will be expected to communicate with discipline faculty on an ongoing basis during the course development process to assure that the course is being designed in compliance with all departmental requirements.

## Section 3. Credentialing Process

- A. To Teach a Distance Learning Course.
   Faculty members who wish to teach a Distance Learning course must be credentialed.
   Credentialing occurs by successfully passing a standardized assessment or successfully completing the following courses:
  - Learning Management System Training
  - Distance Learning and Teaching

Note: Faculty who were Distance Learning credentialed to teach prior to August 2015 are not required to take these courses.

## Article XIX, Section 3 – Continued

B. To Develop a Distance Learning Course.

Faculty members who wish to develop a Distance Learning course must be credentialed. Credentialing occurs by successfully passing a standardized assessment or by successfully completing the following courses:

- Two courses required for teaching in Distance Learning as noted in Article XIX Section 3.A.
- Distance Learning Course Design and Development

Note: Faculty who were Distance Learning credentialed to develop prior to August 2015 are not required to take these courses.

## Section 4. Ongoing Training.

Training will be made available to all faculty as new technology and new Distance Learning instructional methods become available. If a new Learning Management System (LMS) is adopted, training on the use of this new technology will be made available to all faculty members. The adoption of a new LMS does not change the credentialed status of a faculty member.

## Section 5. Mentoring

Distance Learning mentoring will be provided to all faculty teaching their first Distance Learning course. The mentoring plan is designed by the Distance Learning department and approved by the Online Instruction Committee.

Mentoring will be compensated with a per-semester payment at the supplemental rate of one-half (1/2) contact hour for each faculty member being mentored.

## Section 6. Administration of Distance Learning Courses

When a Distance Learning course is accessed by anyone other than a student, a registered guest, or a Learning Management System's technical administrator without the instructor's knowledge, as a matter of courtesy, notification will be sent to the delivering instructor as to the name of the person accessing the course and the reason for the access.

The content or settings of a Distance Learning course will not be changed while it is being delivered without the instructor's knowledge, apart from the case of exceptional circumstances.

## Section 7. Online Instruction Committee

The Online Instruction Committee will include faculty members selected by the Faculty Forum President. If needed, a rotation plan should be established so terms are offset. The voting membership of the Online Instruction Committee will include an equal numbers of faculty members and administrators. At least one faculty and administrator must be present for a course approval; tie votes will be settled by the vote of the designated administrator.

Non-voting members include a recording secretary, Instructional Designers, Coordinators, and content experts as required. In its advisory capacity, the Online Instruction Committee has three main purposes:

- To review and approve courses developed prior to offering through Distance Learning.
- To act as a liaison between the Distance Learning department and the academic community.
- To consider and recommend procedure updates, such as course design template, rubrics, evaluation, etc., related to the development and offering of Distance Learning courses and to approve the mentoring plan. These recommendations are presented to the designated administrator.

## Article XIX, Section 7 – Continued

Additionally, the Online Instruction Committee has an Operations Subcommittee to consider operational and technical issues related to distance learning. Faculty members are not required to participate on this subcommittee, and will not have voting rights. Faculty members are welcome to provide guidance and input.

#### Section 8. Course Revisions

Once a course was developed and delivered, revisions may be necessary. Revisions can fall into two categories, minor and major. Minor course revisions are the ongoing responsibility of the developer(s). The determination as to the type of revisions necessary will fall to the discipline faculty and the designated administrator in consultation with the Distance Learning Department.

## A. Minor

Changes to the content that may not require the approval of the Curriculum Committee or involve minor instructional design changes are to be carried out by the developing faculty on an "as-needed" basis. These changes are to be reported back to the Distance Learning Department if the course is an RTT course.

B. Major

Changes made to the integral content and purpose of a course which may require the approval of the Curriculum Committee or due to age of RTT and are unalterable by the instructor during regular maintenance of a course. Major revisions may require the assistance of the instructional designer, media, editing, legal experts, etc.

# ARTICLE XX

## NONDISCRIMINATION - FULL AND PART-TIME FACULTY

<u>Section 1.</u> The College will not discriminate against any faculty member with respect to wages, hours, terms or conditions of employment by reason of his/her membership in or participation in the activities of the Union.

<u>Section 2.</u> In the exercise of their duties and responsibilities neither the College, the Faculty Forum, nor the faculty shall discriminate on the basis of race, creed, religion, age, sex, marital status, political beliefs, sexual orientation, or disability.

## ARTICLE XXI

## CONFORMITY TO LAW

This Agreement is subject in all respects to the laws of the State of Michigan. In the event that any provision of this Agreement shall at any time be held contrary to law by a court of competent jurisdiction, such provision shall be void and inoperative. All other provisions of this Agreement shall continue in effect.

## ARTICLE XXII

## WHOLE CONTRACT

This contract constitutes the entire Agreement between the parties but it may be amended in writing by mutual agreement of the parties. Such amendment must be ratified by the Senate acting for the Forum and a designated representative of the Board. The proposed amendment shall become part of this document when the parties have exchanged written notification of their formal action.

# ARTICLE XXIII

# TERMINATION OF AGREEMENT

This Agreement shall remain in full force and effect through the 26<sup>th</sup> of August, 2018, and thereafter for successive periods of one (1) year unless either party shall, on or before the sixtieth (60th) day prior to expiration, serve a written notice on the other party of a desire to terminate, modify or change this Agreement. Such notice shall be sent by registered mail to the other party and shall specify the changes desired.

IN WITNESS WHEREOF, the parties hereto have set their signatures on the day and year first written above.

SCHOOLCRAFT COLLEGE FACULTY FORUM

Álexander Thomson, President

Jeb

Deborah Burke Chief Negotiator

Michelle Randall

Negotiator and

Paul Michalsen Negotiator

Michael Waldyke

Negotiator

Mary Henson MEA, UniServ Director

BOARD OF TRUSTEES OF THE SCHOOLCRAFT COMMUNITY COLLEGE DISTRICT

Brian Broderick, Chairperson

Conway Jeffress, Ph.D. President

0

Laura Sensing Chief Negetiator

Richard Weinkauf Negotiator

Cheryl Hawkins Negotiator

Robert Leadley Negotiator

Ce

Deborah Daiek Negotiator

# FACULTY SALARY TRACK AND STEP SCHEDULE

# I. <u>1.0 Salary Schedule</u>

The Instructional College Year is comprised of thirty-seven (37) weeks with approximately thirtyone (31) weeks of duties for instructional faculty and approximately 165 days for non-instructional faculty.

# II. <u>1.25 Salary Schedule</u>

The factor of 1.25 is utilized to determine the salary for Librarians, Counselors, and Coordinator/Instructors with approximately forty-six (46) weeks of assigned duties in a fifty-two (52) week period.

III. In accordance with Article XIII, Section 2, initial placement on the salary schedule will be based upon experience at the time of hire and is equated to the numerical value of the step number (ten (10) years prior experience may equate to placement on Step #10). Reference Article XIII, Section 2.

| 13         | 12         | 11         | 10         | 9         | 8         | 7         | 6         | ы         | 4            | ω         | 2            | Ц         | STEP |                                  |
|------------|------------|------------|------------|-----------|-----------|-----------|-----------|-----------|--------------|-----------|--------------|-----------|------|----------------------------------|
| \$ 79,254  | \$ 76,469  | \$73,780   | \$ 71,023  | \$ 66,826 | \$ 63,937 | \$ 61,050 | \$ 58,033 | \$ 55,278 | \$ 52,392    | \$ 49,511 | \$ 46,619    | \$ 43,738 | 1.0  | BACHELO                          |
| \$ 99,061  | \$ 95,583  | \$ 92,223  | \$ 88,779  | \$ 83,534 | \$ 79,926 | \$ 76,311 | \$ 72,542 | \$ 69,100 | \$ 65,487    | \$ 61,891 | \$ 58,272    | \$ 54,668 | 1.25 | BACHELOR'S DEGREE                |
| \$ 89,669  | \$ 86,517  | \$ 83,288  | \$ 78,363  | \$ 74,994 | \$ 71,628 | \$ 68,264 | \$ 64,892 | \$ 61,538 | \$ 58,172    | \$ 54,800 | \$ 51,435    | \$ 48,070 | 1.0  | MASTE                            |
| \$ 112,092 | \$ 108,147 | \$ 104,106 | \$ 97,951  | \$ 93,744 | \$ 89,540 | \$ 85,329 | \$ 81,123 | \$ 76,922 | \$72,713     | \$ 68,499 | \$ 64,293    | \$ 60,085 | 1.25 | MASTER'S DEGREE                  |
| \$ 92,433  | \$ 89,185  | \$ 85,847  | \$ 80,768  | \$ 77,403 | \$ 74,032 | \$ 70,668 | \$ 67,304 | \$ 63,937 | \$ 60,567    | \$ 57,202 | \$ 53,838    | \$ 50,469 | 1.0  | MASTEF<br>PLUS 3                 |
| \$ 115,541 | \$ 111,475 | \$ 107,310 | \$ 100,962 | \$ 96,754 | \$ 92,543 | \$ 88,334 | \$ 84,132 | \$ 79,926 | \$75,707     | \$71,501  | \$ 67,298    | \$ 63,086 | 1.25 | MASTER'S DEGREE<br>PLUS 30 HOURS |
| \$ 95,175  | \$ 91,830  | \$ 88,398  | \$ 83,188  | \$ 79,808 | \$ 76,437 | \$ 73,068 | \$ 69,703 | \$ 66,342 | \$ 62,970    | \$ 59,610 | \$ 56,240    | \$ 52,877 | 1.0  | DOC                              |
| \$ 118,968 | \$ 114,790 | \$ 110,499 | \$ 103,990 | \$ 99,758 | \$ 95,544 | \$ 91,333 | \$ 87,131 | \$ 82,924 | \$    78,709 | \$ 74,507 | \$    70,297 | \$ 66,097 | 1.25 | DOCTORATE                        |
| 13         | 12         | 11         | 10         | 9         | 8         | 7         | 6         | ы         | 4            | ω         | 2            | 4         | STEP |                                  |

# FULL-TIME FACULTY SALARY SCHEDULE 2015-2016

**APPENDIX A-1** 

| 13         | 12         | 11         | 10         | 9          | 8         | 7            | 6         | ы         | 4         | ω         | 2         | 1         | STEP |                   |                 |
|------------|------------|------------|------------|------------|-----------|--------------|-----------|-----------|-----------|-----------|-----------|-----------|------|-------------------|-----------------|
| \$ 80,839  | \$ 77,999  | \$ 75,255  | \$ 72,443  | \$ 68,163  | \$ 65,215 | \$ 62,271    | \$ 59,194 | \$ 56,383 | \$ 53,440 | \$ 50,501 | \$ 47,551 | \$ 44,612 | 1.0  | BACHELO           |                 |
| \$ 101,043 | \$ 97,495  | \$ 94,068  | \$ 90,554  | \$ 85,205  | \$ 81,525 | \$ 77,838    | \$ 73,993 | \$ 70,482 | \$ 66,797 | \$ 63,128 | \$ 59,437 | \$ 55,761 | 1.25 | BACHELOR'S DEGREE |                 |
| \$ 91,463  | \$ 88,248  | \$ 84,954  | \$ 79,930  | \$ 76,494  | \$ 73,061 | \$ 69,629    | \$ 66,190 | \$ 62,768 | \$ 59,335 | \$ 55,895 | \$ 52,463 | \$ 49,031 | 1.0  | MASTE             |                 |
| \$ 114,334 | \$ 110,309 | \$ 106,188 | \$ 99,910  | \$ 95,619  | \$ 91,330 | \$ 87,036    | \$ 82,745 | \$ 78,461 | \$ 74,167 | \$ 69,869 | \$ 65,578 | \$ 61,287 | 1.25 | MASTER'S DEGREE   |                 |
| \$ 94,282  | \$ 90,968  | \$ 87,564  | \$ 82,383  | \$ 78,951  | \$ 75,512 | \$ 72,081    | \$ 68,650 | \$ 65,215 | \$ 61,778 | \$ 58,346 | \$ 54,914 | \$ 51,478 | 1.0  | PLUS              | MASTEI          |
| \$ 117,851 | \$ 113,704 | \$ 109,456 | \$ 102,981 | \$ 98,689  | \$ 94,393 | \$ 90,101    | \$ 85,814 | \$ 81,525 | \$ 77,222 | \$ 72,931 | \$ 68,644 | \$ 64,348 | 1.25 | PLUS 30 HOURS     | MASTER'S DEGREE |
| \$ 97,079  | \$ 93,666  | \$ 90,166  | \$ 84,852  | \$ 81,404  | \$ 77,965 | \$ 74,529    | \$ 71,097 | \$ 67,669 | \$ 64,229 | \$ 60,802 | \$ 57,365 | \$ 53,934 | 1.0  | DOC               |                 |
| \$ 121,347 | \$ 117,086 | \$ 112,709 | \$ 106,070 | \$ 101,753 | \$ 97,455 | \$    93,159 | \$ 88,874 | \$ 84,582 | \$ 80,284 | \$ 75,997 | \$ 71,703 | \$ 67,419 | 1.25 | DOCTORATE         |                 |
| 13         | 12         | 11         | 10         | 9          | 8         | 7            | 6         | ഗ         | 4         | ω         | 2         | 1         | STEP |                   |                 |

# FULL-TIME FACULTY SALARY SCHEDULE 2016-2017

| 13         | 12         | 11         | 10         | 9          | 8         | 7         | 6         | б         | 4         | ω         | 2         | 1         | STEP |                   |                 |
|------------|------------|------------|------------|------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------|-------------------|-----------------|
| \$ 82,456  | \$ 79,559  | \$ 76,760  | \$ 73,892  | \$ 69,526  | \$ 66,520 | \$ 63,516 | \$ 60,377 | \$ 57,511 | \$ 54,509 | \$ 51,511 | \$ 48,503 | \$ 45,505 | 1.0  | BACHELO           |                 |
| \$ 103,063 | \$ 99,445  | \$ 95,949  | \$ 92,365  | \$ 86,909  | \$ 83,155 | \$ 79,394 | \$ 75,473 | \$ 71,892 | \$ 68,133 | \$ 64,391 | \$ 60,626 | \$ 56,877 | 1.25 | BACHELOR'S DEGREE |                 |
| \$ 93,292  | \$ 90,013  | \$ 86,653  | \$ 81,528  | \$ 78,024  | \$ 74,522 | \$ 71,021 | \$ 67,514 | \$ 64,024 | \$ 60,522 | \$ 57,013 | \$ 53,512 | \$ 50,012 | 1.0  | MASTEI            |                 |
| \$ 116,620 | \$ 112,516 | \$ 108,312 | \$ 101,908 | \$ 97,531  | \$ 93,157 | \$ 88,776 | \$ 84,400 | \$ 80,030 | \$75,650  | \$71,266  | \$ 66,890 | \$ 62,513 | 1.25 | MASTER'S DEGREE   |                 |
| \$ 96,168  | \$92,788   | \$ 89,316  | \$ 84,031  | \$ 80,530  | \$ 77,022 | \$ 73,523 | \$ 70,023 | \$ 66,520 | \$ 63,013 | \$ 59,513 | \$ 56,013 | \$ 52,508 | 1.0  | PLUS              | MASTE           |
| \$ 120,208 | \$ 115,978 | \$ 111,645 | \$ 105,040 | \$ 100,663 | \$ 96,281 | \$ 91,903 | \$ 87,531 | \$ 83,155 | \$78,766  | \$ 74,390 | \$ 70,016 | \$ 65,635 | 1.25 | PLUS 30 HOURS     | MASTER'S DEGREE |
| \$ 99,020  | \$ 95,539  | \$ 91,970  | \$ 86,549  | \$ 83,032  | \$ 79,525 | \$ 76,020 | \$72,519  | \$ 69,022 | \$ 65,514 | \$ 62,018 | \$ 58,512 | \$ 55,013 | 1.0  | DOC               |                 |
| \$ 123,774 | \$ 119,427 | \$ 114,963 | \$ 108,191 | \$ 103,788 | \$ 99,404 | \$ 95,023 | \$ 90,652 | \$ 86,274 | \$ 81,889 | \$77,517  | \$ 73,137 | \$ 68,767 | 1.25 | DOCTORATE         |                 |
| 13         | 12         | 11         | 10         | 9          | 8         | 7         | 6         | б         | 4         | ω         | 2         | 1         | STEP |                   |                 |

# FULL-TIME FACULTY SALARY SCHEDULE 2017-2018

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**APPENDIX A-3** 

# APPENDIX B

|           | 2015/2016                                      | Faculty Pay Schedu<br>2016/2017                | le<br>2017/2018                                |
|-----------|--|--|--|
| August    | August 28, 2015                                |  |  |
| September | September 11, 2015                             | September 9, 2016                              | September 8, 2017                              |
|           | September 25, 2015                             | September 23, 2016                             | September 22, 2017                             |
| October   | October 9, 2015                                | October 7, 2016                                | October 6, 2017                                |
|           | October 23, 2015                               | October 21, 2016                               | October 20, 2017                               |
| November  | November 6, 2015                               | November 4, 2016                               | November 3, 2017                               |
|           | November 20, 2015                              | November 18, 2016                              | November 17, 2017                              |
| December  | December 4, 2015                               | December 2, 2016                               | December 1, 2017                               |
|           | December 18, 2015                              | December 16, 2016                              | December 15, 2017                              |
|           | December 30, 2015                              | December 30, 2016                              | December 29, 2017                              |
| January   | January 15, 2016                               | January 13, 2017                               | January 12, 2018                               |
|           | January 29, 2016                               | January 27, 2017                               | January 26, 2018                               |
| February  | February 12, 2016                              | February 10, 2017                              | February 9, 2018                               |
|           | February 26, 2016                              | February 24, 2017                              | February 23, 2018                              |
| March     | March 11, 2016                                 | March 10, 2017                                 | March 9, 2018                                  |
|           | March 25, 2016                                 | March 24, 2017                                 | March 23, 2018                                 |
| April     | April 8, 2016                                  | April 7, 2017                                  | April 6, 2018                                  |
|           | April 22, 2016                                 | April 21, 2017                                 | April 20, 2018                                 |
| May       | May 6, 2016                                    | May 5, 2017                                    | May 4, 2018                                    |
|           | May 20, 2016                                   | May 19, 2017                                   | May 18, 2018                                   |
| June      | June 3, 2016<br>June 17, 2016                  | June 2, 2017<br>June 16, 2017<br>June 30, 2017 | June 1, 2018<br>June 15, 2018<br>June 29, 2018 |
| July      | July 1, 2016<br>July 15, 2016<br>July 29, 2016 | July 14, 2017<br>July 28, 2017                 | July 13, 2018<br>July 27, 2018                 |
| August    | August 12, 2016                                | August 11, 2017                                | August 10, 2018                                |
|           | August 26, 2016                                | August 25, 2017                                | August 24, 2018                                |

# FULL-TIME TEACHING FACULTY

Duties & Responsibilities: Teaching faculty are responsible to their appropriate administrator. The following responsibilities are considered significant:

- 1. Teach courses in accordance with the description published in the Catalog and Common Syllabus. It is recognized that the methods, procedures and interpretations of various instructors may differ.
- 2. Distribute Course Syllabus to the first session of each class. Such syllabus must contain, at a minimum, all of the elements of the master course syllabus and model the common syllabus.
- 3. Schedule office hours for student consultation and post these hours prominently.
- 4. Meet all scheduled classes, office hours, and final examinations as scheduled.
- 5. Attend and participate in all scheduled faculty meetings and Advisory Committee meetings and activities unless excused by the appropriate administrative officer or unless classes conflict.
- 6. Provide timely feedback to students regarding their progress.
- 7. Maintain attendance and grade reports and submit them to the Registrar's Office within established timelines.
- 8. Report to administration, students who are in need of additional student or learning support services.
- 9. Complete requested reports on student athletes and submit them within established timelines.
- 10. While teaching, respond to college-related and student communications in a timely manner.
- 11. Attend and participate in all scheduled department, discipline, division meetings, and college-wide trainings.
- 12. Assist the appropriate administrator in the maintenance of the laboratory and laboratory equipment used by the instructor.
- 13. Cooperate with his/her department in developing course syllabi and academic programs and participate in the textbook selection process.
- 14. Participate, when necessary, in the Program Outcome Assessment and, where appropriate, in the State-mandated Performance Review of Occupation Education (PROE).
- 15. When teaching a distance learning course, comply with established Distance Learning (DL) Department processes for submitting and posting course materials.

# PART-TIME/ADJUNCT INSTRUCTOR

Duties & Responsibilities: Members of the faculty at Schoolcraft College designated by the title "Part-Time/Adjunct Instructor" are responsible to the appropriate administrator. The primary duty of the parttime instructor is to teach. The following responsibilities are considered significant:

- 1. Teach course(s) in accordance with the description published in the Catalog and the Common Syllabus. It is recognized that the methods, procedures, and interpretations of various instructors may differ.
- 2. Distribute Course Syllabus to the first session of each class. Such syllabus must contain, at a minimum, all of the elements of the master course syllabus and model the common syllabus.
- 3. Make himself/herself available for student consultations.
- 4. Meet all scheduled classes, consultation hours, and final examinations as scheduled.
- 5. Attend and participate in all regularly scheduled part-time faculty meetings unless excused by the appropriate administrative officer or unless classes conflict.
- 6. Provide timely feedback to students regarding their progress.
- 7. Maintain attendance and grade reports and submit them to the Registrar's Office within established timelines.
- 8. Report to administration, students who are in need of additional student or learning support services.
- 9. Complete requested reports on student athletes and submit them within established timelines.
- 10. While teaching, respond to college-related and student communications in a timely manner.
- 11. Assist the appropriate administrator in the maintenance of the laboratory and laboratory equipment used by the Part-Time instructor.
- 12. Attendance at a scheduled orientation is required of all new part-time faculty. Where major curriculum or equipment changes are made, orientation and/or training may be necessary to maintain qualifications to teach. Attend and participate in college-wide trainings.
- 13. When teaching a distance learning course, comply with established Distance Learning (DL) Department processes for submitting and posting course materials

# PART-TIME CLINICAL NURSING INSTRUCTOR

The part-time clinical nursing instructor is responsible to the appropriate Assistant Dean.

# Duties & Responsibilities

The primary duty of the part-time clinical nursing instructor is to teach and supervise activities involved in clinical experiences.

The following responsibilities are considered significant:

- 1. The part-time clinical nursing instructor is expected to make student clinical assignments in his/her area and to teach and supervise activities during his/her assigned time in the health facility.
- 2. He/she is expected to assist full-time faculty in correcting patient care studies or other written work based on the students' clinical experience.
- 3. He/she will hold daily pre and post conferences with assigned students and will carry on a continuing evaluation of assigned students' clinical performance.
- 4. A written evaluation and conference regarding each student's performance will be held at the end of the experience.
- 5. Attendance at faculty meetings is expected when requested by the designated administrator and/or full-time nursing instructors.

#### Compensation:

Part-time clinical nursing instructors shall be issued contracts for a specific number of contact hours (or portions thereof) for each semester/session they are employed. Compensation as described in Article XVI, Section 9.

# Note:

Each Part-time clinical instructor is obligated to participate in an introductory program as required by the clinical facility personnel or the appropriate administrator. Participation shall be compensated at one-half (1/2) the clock hours supplemental rate.

# COUNSELOR

## Duties and Responsibilities

Counselors are responsible to the designated administrator. The primary purpose of the Counseling program is to assist students in the development of meaningful educational plans that are compatible with their life goals as well as provide counseling interventions that are needed. Counselors will accomplish this by the following:

- 1. Provide developmental counseling services to students utilizing technology innovations, telephone, appointments, and walk-in options for day, evening and/or occasional weekend hours as needed.
- 2. Assist students in the clarification of career and life goals, and related issues.
- 3. Identify students' issues relative to educational planning.
- 4. Evaluate and record student progress toward established goals.
- 5. Establish a professional counseling relationship.
- 6. Provide personal counseling and offer referrals for crisis intervention and long-term needs.
- 7. Incorporate career counseling methodology.
- 8. Maintain an understanding of cultural diversity, ethnicity and generational issues as they relate to counseling.
- 9. Counsel At-Risk students as identified by academic and personal indicators to include undecided, academic probationary or dismissal students.
- 10. Participate in new student orientation programs as needed.
- 11. Help students with adjustment issues and to understand Schoolcraft policies and procedures.
- 12. Offer group and individual sessions on life management skills, e.g. problem-solving, decisionmaking skills, time management, stress management, coping skills, self-esteem dynamics and critical thinking.
- 13. Consult with teaching faculty regularly for information exchange and rapport building.
- 14. Promote counseling services throughout the College community to enhance understanding and for referral procedures.
- 15. Serve on no more than three College committees, e.g. curriculum committee, class leveling, strategic planning and accreditation self-study unless approved by the designated administrator.
- 16. Participate in articulation and related activities with four-year institutions.
- 17. Coordinate the delivery of services for ongoing training and consultation of part-time Counselors and Academic Advisors.
- 18. Maintain active involvement in professional organizations and offer presentations at local, state, regional and national conferences.
- 19. Other professional duties related to the above as assigned.

# **Qualifications**

Master's Degree in Counseling or related field. Licensed as a LLPC, pass LPC (NBCC) exam within a year of graduating and obtain the LPC within three years.

# PART-TIME COUNSELOR

## **Duties and Responsibilities**

The Part-Time Counselor is responsible to the designated administrator. The primary purpose of the Counseling program is to assist students in the development of meaningful educational plans that are compatible with their life goals. Counselors will accomplish this by the following:

- 1. Provide developmental counseling services to students utilizing technology innovations, telephone, appointments, and walk-in options for day, evening and/or occasional weekend hours as needed.
- 2. Assist students in the clarification of career and life goals, and related issues.
- 3. Identify students' issues relative to educational planning.
- 4. Evaluate and record student progress toward established goals.
- 5. Establish a professional counseling relationship.
- 6. Provide personal counseling and offer referrals for crisis intervention and long-term needs.
- 7. Incorporate career counseling methodology.
- 8. Maintain an understanding of cultural diversity, ethnicity and general issues as they relate to counseling.
- 9. Counsel At-Risk students as identified by academic and personal indicators to include undecided, academic probationary or dismissal students.
- 10. Participate in new student orientations as needed.
- 11. Help students with adjustment issues and to understand Schoolcraft policies and procedures.
- 12. Counsel students for life management skills, e.g. problem-solving, decision-making skills, time management, stress management, coping skills, self-esteem dynamics and critical thinking.
- 13. Consult with teaching faculty regularly for information exchange and rapport building.
- 14. Promote counseling services throughout the College community to enhance understanding and for referral procedures.
- 15. Represent counseling and serve on committees as approved by the designated administrator.
- 16. Participate in transfer and articulation and related activities for four-year institutions.
- 17. Serve as a consultant and referral source for Academic Advisors.
- 18. Maintain involvement in professional organizations.
- 19. Other professional duties related to the above as assigned.

# Minimum Required Qualifications

Master's degree in counseling or related field. Licensed as LLPC, pass LPC (NBCC) exam within a year of graduating and obtain the LPC within three years.

# LIBRARIAN – REFERENCE

Reports to the Dean of Education Programs and Learning Support.

# Duties and Responsibilities:

Responsibility for facilitating the flow of information to library users, including:

- 1. Assisting the Dean of Education Programs and Learning Support (EPLS) in developing policies related to the procuring and disseminating of electronic and online databases.
- 2. Advising the Dean of EPLS on future library needs.
- 3. Serving as a liaison selector of material for the reference collection; selecting and maintaining library materials appropriate for addition to the library's collection in specified subject areas in consultation with Schoolcraft faculty teaching in the appropriate disciplines.
- 4. Assisting as the System Administrator for the integrated library system.
- 5. Serving as coordinator of library orientation programs and Interlibrarian Loan librarian.
- 6. Providing orientations/tours/bibliographic instruction to classes, faculty, students, and other individuals and groups upon request.
- 7. Instructing users on how to locate books, periodicals, how to efficiently use WWW, electronic and other non-print resources to locate reliable information especially needed for students to write papers, do presentations, give speeches, and be successful in their classes.
- 8. Advising users on how to access needed resources in other area libraries and institutions.
- 9. Assuming total responsibility for library operations when the only librarian on duty, including evening and weekends.

Participation in professional activities, including:

- 1. Attending and participating in all scheduled departmental and divisional meetings.
- 2. Participating in pertinent growth activities and organizations.

Performance of other professional duties in area of specialization assigned by the designated administrator, as well as other professional library duties agreed upon between the Dean and the Librarian.

# LIBRARIAN - TECHNICAL SERVICES

The Librarian – Technical Services reports to the Dean of Education Programs and Learning Support.

# Duties and Responsibilities

Responsibility for classifying and cataloging of the Bradner Library's books and other non-print collections, as well as for the development of Bradner Library's periodical including:

- 1. Assisting the Dean in developing policies related to the cataloging and processing of books and non-print materials for Bradner Library.
- 2. Advising the designated administrator on future library needs.
- 3. Selecting and maintaining Library materials appropriate for addition to the library's collection in specified subject areas in consultation with Schoolcraft faculty teaching appropriate disciplines.
- 4. Selecting and maintaining periodicals, newspapers and government documents appropriate for addition to the library's collection in specified subject areas in consultation with Schoolcraft faculty teaching in the appropriate disciplines.
- 5. Building and maintaining an as-nearly-as possible state of the art machine-readable database and online catalog.
- 6. Assuming responsibility for book repair and binding/rebinding.
- 7. Directing student assistants and other employees in the physical preparation and data entry of library materials as well as those responsible for daily periodical and documents operations.
- 8. Assisting as the System Administrator for the integrated library system.

Participation in professional activities, including:

- 1. Attending and participating in all scheduled departmental and divisional meetings.
- 2. Participating in pertinent growth activities and organizations.

Performance of other professional duties in area of specialization assigned by the designated administrator, as well as other professional library duties agreed upon between the Dean and the Librarian.

# HEALTH INFORMATION TECHNOLOGY COORDINATOR/INSTRUCTOR

The Health Information Technology Coordinator/Instructor is responsible to the appropriate Administrator of the Radcliff Center.

## Duties & Responsibilities:

A. Instructional Duties and Responsibilities:

The instructional duties and responsibilities are the same as for any instructor.

B. Coordination Duties and Responsibilities:

The coordination duties and responsibilities are described below. The coordination duties and responsibilities shall be equated to eight (8) hours in the Fall Semester and eight (8) hours in the Winter Semester. In addition, the coordinator/instructor shall receive a four (4) hour supplemental contract for either the Spring or Summer session.

- 1. Evaluate and recommend appropriate healthcare facilities for Health Information Technology professional practice experience to the designated administrator.
- 2. Enlist the assistance of hospital Health Information Technology professional practice supervisors.
- 3. Develop the instructional professional practice assignments and assessments for use by professional practice supervisors.
- 4. Schedule all freshman and sophomore Health Information Technology students on a rotation basis so that each student completes the required professional practice activities in the various health care sites.
- 5. Conduct coordinator-professional practice supervisor evaluation after each rotation period.
- 6. Conduct coordinator-student conferences for evaluation and assistance in problem areas.
- 7. As a Registered Health Information Technology Administrator, act as liaison between Schoolcraft College and the American Health Information Management Association in the continuing of a high-quality instructional program.
- 8. Maintain the required records and reports.
- 9. Maintain close communication with the designated administrator to insure efficient direction and continued effectiveness of the Health Information Technology Program.
- 10. Continue to develop the on-campus laboratory and assist the College with recruitment of students during the regular thirty-six (36) week contractual period.
- 11. Have credentials on file with the Commission on Accreditation for Health Informatics and Information Management Education and represent the Health Information Technology Program in any subsequent accreditation of the program.

# INSTRUCTOR/ARTISTIC DIRECTOR OF THEATRE

The Instructor/Artistic Director of Theatre is responsible to the appropriate administrator.

#### Duties & Responsibilities

A. Instructional Duties and Responsibilities:

Instructor - Communication Arts: Duties and responsibilities are the same as for any instructor.

The basic load, when combined with the Artistic Director of Theatre function, shall include twelve (12) hours of classroom assignment, six (6) for the Fall semester and six (6) for the Winter semester.

B. Artistic Director of Theatre:

The duties of the Artistic Director of Theatre are describe below:

- 1. Select, schedule and arrange for the artistic and technical production and performance of two plays for each calendar year (September through August). The dates for plays shall be the result of mutual agreement between the faculty member and the appropriate administrator.
- 2. Arrange for all publicity, program production, casting and other ancillary activities necessary for the public performance of the play(s).
- 3. Attend all staff rehearsals and public performances of each play.
- 4. Arrange for cleaning up of facilities and storage of materials after each play.
- 5. Arrange for any and all financial responsibilities required by the theatre program.
- 6. Promote the theatre program within the community, school and local high schools.
- C. Compensation:

Artistic Director of Theatre shall be equated to a ten (10) hour course load reduction in the Fall and Winter Semesters. In addition a four (4) hour supplemental for the Summer Session and a two (2) hour supplemental for the Fall Semester shall be granted for script review recruitment, set building, marketing and other ancillary duties.

# FACULTY REPRESENTATIVE

Faculty representatives shall be elected by a majority of the full-time members of the disciplines which they represent. The term of office of the faculty representatives shall be for one (1) year, commencing on the 15th of September. When a vacancy occurs, a replacement shall be elected for the remainder of this term. Vacancies may occur as a result of a resignation, involuntary removal for non-performance of duties, or extended absence. In the event that a department is comprised of a single full-time faculty member or the department is unable to reach an agreement on a replacement, the Faculty Forum President will temporarily assign this post to another faculty member. This appointment shall remain in effect for the remainder of the term of office.

## **Duties & Responsibilities**

- 1. Assist the appropriate administrator in determining general and/or specific qualifications for fulltime faculty vacancies.
- 2. Serve on committees to screen applications to determine potential full-time faculty candidates meeting qualifications, participate in the interview process, and assist in making recommendations for full-time faculty hires.
- 3. Review proposals for faculty reassigned time as per Article VI, Section 15.
- 4. Participate on the Curriculum Committee as per Article VIII.
- 5. Assist the appropriate administrator with the following:
  - a. Analysis of faculty needs and recommendations concerning individuals to fill full-time faculty vacancies and, when feasible, part-time vacancies;
  - b. Formulation of recommendations in the planning and equipping of facilities that may be utilized by the disciplines;
  - c. Justification for budget requests; and,
  - d. Cooperation in formulation of and when necessary, alteration of class schedules for disciplines.
  - e. If desired by the department representative, review minimum competencies for part-time faculty in their first semester.
  - f. Selecting teaching schedules and textbooks for full-time faculty on leave of absence and unable to do so.
- 6. Conduct and/or participate in department/discipline meetings at least once a month submitting schedule of meetings and agendas to appropriate administrator. When appropriate meet with administrator on items requiring administrative attention.
- 7. Assist discipline faculty in preparing curriculum committee submission materials, submit to appropriate administrator for review and furnish the designated administrator with recommendations regarding curriculum or course changes within the department prior to presentation to the Curriculum Committee.

<u>Compensation</u> Faculty Representatives shall be paid two and one-half (2.5) contact hours at their current supplemental rate per Instructional College Year.

Other related tasks requested and agreed to shall be paid for at one-half of the supplemental rate.

Each of the Faculty Representatives elected to the Curriculum Committee will receive an additional stipend of 1/6<sup>th</sup> of the current supplemental contact hour rate per annum to attend up to six (6) Curriculum Committee meetings per academic year.

# DEPARTMENT CHAIRPERSON

Department chairpersons shall be elected by a majority of the full-time members of the disciplines which they represent. The term of department chairpersons shall be for two (2) years. When a vacancy occurs, a replacement shall be elected for the remainder of this term. In the event a department is unable to elect a replacement, the Faculty Forum President will assign this post to another member. This assignment shall remain in effect for the remainder of the term of office.

## Duties & Responsibilities

- 1. Serve on the Selection Committee for hiring new full-time faculty.
- 2. Involvement in hiring part-time faculty:
  - a. The opportunity to review applications for employment of part-time faculty;
  - b. The opportunity to interview candidates for part-time faculty;
  - c. The opportunity to make recommendations for the hiring of part-time faculty.
- 3. Involvement in mentoring full and part-time faculty:
  - a. Support the mentoring program for full-time faculty by providing discipline specific information to mentees and their mentors;
  - b. Provide leadership in staff development areas for full-time and part-time faculty (assist in identifying and/or coordinating training/development activities);
  - c. Participate in new faculty member required orientation.
- 4. Assist in probationary full-time and part-time faculty member's evaluation process as defined in the Faculty Evaluation Handbook.
- 5. Assist in the professional development of part-time members, beyond probation, should the student evaluations show cause for concern, as outlined in Article XVI, Section 4B, if the part-time faculty member so requests.
- 6. Spearhead the process of revising syllabi and course descriptions for all courses within the department and their submission to the Curriculum Committee, when appropriate.
- 7. Spearhead the process by which the catalog program and course descriptions are kept current.
- 8. Serve as liaison within the department/College.
  - a. Initiate interaction and dialog among full and part-time faculty;
  - b. Conduct department meetings on a monthly basis for full-time and part-time faculty;
  - c. Serve on the Curriculum Committee;
  - d. Maintain ties with Counseling, Admissions, LAC, Media Center, Library, and Institutional Research.
- 9. Work with faculty to develop/implement departmental processes.
  - a. Departmental textbook selection process;
  - b. Exit testing where it has been established;
  - c. Revise the rotational plan to govern course selections by full-time faculty members;
  - d. Develop a one-year plan for future departmental needs;
  - e. Full and part-time faculty scheduling.
- 10. Involvement in budgeting capital equipment and departmental materials
- 11. Effective Fall 2016, a department chair shall be compensated for their work as Chair by being paid five (5) contact hours at their current supplemental rate for the fall semester and again for the winter semester. (Ten (10) contact hours total for the Instructional College Year.) Accepting this compensation does not preclude a Chair from taking supplemental assignments within the limits specified in the contract.

# 2015-2016 INSTRUCTIONAL CALENDAR

## FALL SEMESTER 2015

| Date(s)          | Day(s)              | Activity   |
|------------------|---------------------|--|
| August 27        | Thursday            | Class Leveling   |
| August 28        | Friday              | Faculty Professional Development Day & Meetings<br>All Faculty on Campus |
| August 31        | Monday              | 15 Week, First 12 Week & First 7 Week Classes<br>Begin                   |
| September 7      | Monday              | Labor Day – No Classes   |
| September 22     | Tuesday             | Second 12 Week Classes Begin   |
| October 19       | Monday              | First 7 Week Classes End   |
| October 22       | Thursday            | Grades Due by Noon – First 7 Week Classes                                |
| October 27       | Tuesday             | Second 7 Week Classes Begin  |
| November 23      | Monday              | First 12 Week Classes End  |
| November 24 - 25 | Tuesday - Wednesday | No Classes   |
| November 26 - 29 | Thursday-Sunday     | Thanksgiving Recess – No Classes   |
| December 2       | Wednesday           | Grades Due by Noon – First 12 Week Classes                               |
| December 20      | Sunday              | 15 Week, Second 7 Week & 12 Week Classes End                             |
| December 22      | Tuesday             | Grades Due by Noon – 15 Week, Second 7 Week & Second 12 Week classes     |

## WINTER SEMESTER 2016

| Date(s)               | Day(s)          | Activity   |
|-----------------------|-----------------|--|
| January 7             | Thursday        | Class Leveling   |
| January 8             | Friday          | Faculty Professional Development Day & Meetings<br>All Faculty on Campus |
| January 11            | Monday          | 15 Week, First 12 Week & First 7 Week Classes Begin                      |
| January 18            | Monday          | Martin Luther King Day – No Classes*                                     |
| February 1            | Monday          | Second 12 Week Classes Begin   |
| February 28           | Sunday          | First 7 Week Classes End   |
| February 29 – March 6 | Monday – Sunday | Mid-Winter Break – No Classes  |
| March 7               | Monday          | Classes Resume   |
| March 10              | Thursday        | Grades Due by Noon – First 7 Week Classes                                |
| March 14              | Monday          | Second 7 Week Classes Begin  |
| March 27              | Sunday          | Easter – No Classes**  |
| April 11              | Monday          | First 12 Week Classes End  |
| April 14              | Thursday        | Grades Due by Noon – First 12 Week Classes                               |
| May 1                 | Sunday          | Second 7 Week & Second 12 Week Classes End                               |
| May 2                 | Monday          | 15 Week Classes End  |
| May 5                 | Thursday        | Grades Due by Noon – 15 Week, Second 7 Week &                            |
|                       |                 | Second   |
|                       |                 | 12 Week Classes  |
| May 7                 | Saturday        | Commencement   |

\*First 7 Week classes missed on Martin Luther King Day will be made up at the convenience of students and the faculty.

\*\*Classes missed on Easter will be made up at the convenience of students and faculty.

#### SPRING/SUMMER SESSION 2016

| Date(s)   | Day(s)   | Activity                                    |
|-----------|----------|---|
| May 5     | Thursday | Class Leveling – Spring Classes             |
| May 9     | Monday   | Spring 7, 12 & 15 Week Classes Begin        |
| May 30    | Monday   | Memorial Day – No Classes*                  |
| June 27   | Monday   | 7 Week Spring Classes End                   |
| June 30   | Thursday | Grades Due by Noon – 7 Week Spring Classes  |
| June 30   | Thursday | Class Leveling – Summer Classes             |
| July 4    | Monday   | Independence Day – No Classes*              |
| July 5    | Tuesday  | 7 Week Summer Classes Begin                 |
| August 1  | Monday   | 12 Week Spring Classes End                  |
| August 4  | Thursday | Grades Due by Noon – 12 Week Spring Classes |
| August 22 | Monday   | 7 Week Summer & 15 Week Spring Classes End  |
| August 25 | Thursday | Grades Due by Noon – Summer 7 Week Classes  |

\*Classes missed on Independence Day will be made up at the convenience of the students and the faculty.

NOTE: Final Exams are the last class period. Grades for classes held in durations other than 7, 12, or 15 weeks in length must be submitted 2.5 business days after the last day of the class. The deadline will be noon.

# 2016-2017 INSTRUCTIONAL CALENDAR

#### FALL SEMESTER 2016

| Date(s)          | Day(s)              | Activity   |
|------------------|---------------------|--|
| August 25        | Thursday            | Class Leveling   |
| August 26        | Friday              | Faculty Professional Development Day & Meetings<br>All Faculty on Campus |
| August 29        | Monday              | 15 Week, First 12 Week & First 7 Week Classes<br>Begin                   |
| September 5      | Monday              | Labor Day – No Classes   |
| September 20     | Tuesday             | Second 12 Week Classes Begin   |
| October 17       | Monday              | First 7 Week Classes End   |
| October 20       | Thursday            | Grades Due by Noon – First 7 Week Classes                                |
| October 25       | Tuesday             | Second 7 Week Classes Begin  |
| November 21      | Monday              | First 12 Week Classes End  |
| November 22 - 23 | Tuesday - Wednesday | No Classes   |
| November 24 - 27 | Thursday-Sunday     | Thanksgiving Recess – No Classes   |
| November 30      | Wednesday           | Grades Due by Noon – First 12 Week Classes                               |
| December 18      | Sunday              | 15 Week, Second 7 Week & 12 Week Classes End                             |
| December 21      | Wednesday           | Grades Due by Noon – 15 Week, Second 7 Week & Second 12 Week classes     |

# WINTER SEMESTER 2017

| Date(s)               | Day(s)          | Activity   |
|-----------------------|-----------------|--|
| January 5             | Thursday        | Class Leveling   |
| January 6             | Friday          | Faculty Professional Development Day & Meetings<br>All Faculty on Campus |
| January 9             | Monday          | 15 Week, First 12 Week & First 7 Week Classes Begin                      |
| January 16            | Monday          | Martin Luther King Day – No Classes*                                     |
| January 30            | Monday          | Second 12 Week Classes Begin   |
| February 26           | Sunday          | First 7 Week Classes End   |
| February 27 – March 5 | Monday – Sunday | Mid-Winter Break – No Classes  |
| March 6               | Monday          | Classes Resume   |
| March 9               | Thursday        | Grades Due by Noon – First 7 Week Classes                                |
| March 13              | Monday          | Second 7 Week Classes Begin  |
| April 10              | Monday          | First 12 Week Classes End  |
| April 13              | Thursday        | Grades Due by Noon – First 12 Week Classes                               |
| April 16              | Sunday          | Easter – No Classes**  |
| April 30              | Sunday          | Second 7 Week & Second 12 Week Classes End                               |
| May 1                 | Monday          | 15 Week Classes End  |
| May 4                 | Thursday        | Grades Due by Noon – 15 Week, Second 7 Week & Second 12 Week Classes     |
| May 6                 | Saturday        | Commencement   |

\*First 7 Week classes missed on Martin Luther King Day will be made up at the convenience of students and the faculty. \*\*Classes missed on Easter will be made up at the convenience of students and faculty.

# SPRING/SUMMER SESSION 2017

| Date(s)   | Day(s)   | Activity   |
|-----------|----------|--|
| May 4     | Thursday | Class Leveling – Spring Classes                                |
| May 8     | Monday   | Spring 7, 12 & 15 Week Classes Begin                           |
| May 29    | Monday   | Memorial Day – No Classes*                                     |
| June 26   | Monday   | 7 Week Spring Classes End                                      |
| June 29   | Thursday | Grades Due by Noon – 7 Week Spring Classes                     |
| June 29   | Thursday | Class Leveling – Summer Classes                                |
| July 4    | Tuesday  | Independence Day – No Classes*                                 |
| July 3    | Monday   | 7 Week Summer Classes Begin                                    |
| August 1  | Tuesday  | 12 Week Spring Classes End                                     |
| August 5  | Friday   | Grades Due by Noon – 12 Week Spring Classes                    |
| August 20 | Sunday   | 7 Week Summer Classes End                                      |
| August 21 | Monday   | 15 Week Spring Classes End                                     |
| August 24 | Thursday | Grades Due by Noon – Summer 7 Week & 15 Week<br>Spring Classes |

\*Classes missed on Independence Day will be made up at the convenience of the students and the faculty.

NOTE: Final Exams are the last class period. Grades for classes held in durations other than 7, 12, or 15 weeks in length must be submitted 2.5 business days after the last day of the class. The deadline will be noon.

#### APPENDIX K-2

# 2017-2018 INSTRUCTIONAL CALENDAR

# FALL SEMESTER 2017

| Date(s)          | Day(s)              | Activity   |
|------------------|---------------------|--|
| August 24        | Thursday            | Class Leveling   |
| August 25        | Friday              | Faculty Professional Development Day & Meetings<br>All Faculty on Campus |
| August 28        | Monday              | 15 Week, First 12 Week & First 7 Week Classes<br>Begin                   |
| September 4      | Monday              | Labor Day – No Classes   |
| September 19     | Tuesday             | Second 12 Week Classes Begin   |
| October 16       | Monday              | First 7 Week Classes End   |
| October 19       | Thursday            | Grades Due by Noon – First 7 Week Classes                                |
| October 24       | Tuesday             | Second 7 Week Classes Begin  |
| November 20      | Monday              | First 12 Week Classes End  |
| November 21 - 22 | Tuesday - Wednesday | No Classes   |
| November 23 - 26 | Thursday-Sunday     | Thanksgiving Recess – No Classes   |
| November 29      | Wednesday           | Grades Due by Noon – First 12 Week Classes                               |
| December 17      | Sunday              | 15 Week, Second 7 Week & 12 Week Classes End                             |
| December 20      | Wednesday           | Grades Due by Noon – 15 Week, Second 7 Week & Second 12 Week classes     |

#### WINTER SEMESTER 2018

| Date(s)               | Day(s)          | Activity   |
|-----------------------|-----------------|--|
| January 4             | Thursday        | Class Leveling   |
| January 5             | Friday          | Faculty Professional Development Day & Meetings<br>All Faculty on Campus |
| January 8             | Monday          | 15 Week, First 12 Week & First 7 Week Classes Begin                      |
| January 15            | Monday          | Martin Luther King Day – No Classes*                                     |
| January 29            | Monday          | Second 12 Week Classes Begin   |
| February 25           | Sunday          | First 7 Week Classes End   |
| February 26 – March 4 | Monday – Sunday | Mid-Winter Break – No Classes  |
| March 5               | Monday          | Classes Resume   |
| March 8               | Thursday        | Grades Due by Noon – First 7 Week Classes                                |
| March 12              | Monday          | Second 7 Week Classes Begin  |
| April 1               | Sunday          | Easter – No Classes**  |
| April 9               | Monday          | First 12 Week Classes End  |
| April 12              | Thursday        | Grades Due by Noon – First 12 Week Classes                               |
| April 29              | Sunday          | Second 7 Week & Second 12 Week Classes End                               |
| April 30              | Monday          | 15 Week Classes End  |
| May 3                 | Thursday        | Grades Due by Noon – 15 Week, Second 7 Week & Second 12 Week Classes     |
| May 5                 | Saturday        | Commencement   |

\*First 7 Week classes missed on Martin Luther King Day will be made up at the convenience of students and the faculty. \*\*Classes missed on Easter will be made up at the convenience of students and faculty.

## SPRING/SUMMER SESSION 2018

| Date(s)   | Day(s)    | Activity                                     |
|-----------|-----------|--|
| May 3     | Thursday  | Class Leveling – Spring Classes              |
| May 7     | Monday    | Spring 7, 12 & 15 Week Classes Begin         |
| May 28    | Monday    | Memorial Day – No Classes*                   |
| June 25   | Monday    | 7 Week Spring Classes End                    |
| June 28   | Thursday  | Grades Due by Noon – 7 Week Spring Classes   |
| June 28   | Thursday  | Class Leveling – Summer Classes              |
| July 2    | Monday    | 7 Week Summer Classes Begin                  |
| July 4    | Wednesday | Independence Day – No Classes*               |
| July 30   | Monday    | 12 Week Spring Classes End                   |
| August 2  | Thursday  | Grades Due by Noon – 12 Week Spring Classes  |
| August 19 | Sunday    | 7 Week Summer Classes End                    |
| August 20 | Monday    | 15 Week Spring Classes End                   |
| August 23 | Thursday  | Grades Due by Noon – Summer 7 Week & 15 Week |
| -         | -         | Spring Classes                               |

\*Classes missed on Independence Day will be made up at the convenience of the students and the faculty.

NOTE: Final Exams are the last class period. Grades for classes held in durations other than 7, 12, or 15 weeks in length must be submitted 2.5 business days after the last day of the class. The deadline will be noon.

# 2018-2019 INSTRUCTIONAL CALENDAR

## FALL SEMESTER 2018

| Date(s)          | Day(s)              | Activity  |
|------------------|---------------------|---|
| August 23        | Thursday            | Class Leveling                                  |
| August 24        | Friday              | Faculty Professional Development Day & Meetings |
|                  |                     | All Faculty on Campus                           |
| August 27        | Monday              | 15 Week, First 12 Week & First 7 Week Classes   |
|                  |                     | Begin   |
| September 3      | Monday              | Labor Day – No Classes                          |
| September 18     | Tuesday             | Second 12 Week Classes Begin                    |
| October 15       | Monday              | First 7 Week Classes End                        |
| October 18       | Thursday            | Grades Due by Noon – First 7 Week Classes       |
| October 23       | Tuesday             | Second 7 Week Classes Begin                     |
| November 19      | Monday              | First 12 Week Classes End                       |
| November 20 - 21 | Tuesday - Wednesday | No Classes                                      |
| November 22 - 25 | Thursday - Sunday   | Thanksgiving Recess – No Classes                |
| November 28      | Wednesday           | Grades Due by Noon – First 12 Week Classes      |
| December 16      | Sunday              | 15 Week, Second 7 Week & Second 12 Week         |
|                  |                     | Classes End                                     |
| December 19      | Wednesday           | Grades Due by Noon – 15 Week, Second 7 Week &   |
|                  |                     | Second 12 Week classes                          |

NOTE: Final Exams are the last class period. Grades for classes held in durations other than 7, 12, or 15 weeks in length must be submitted 2.5 business days after the last day of the class. The deadline will be noon.

#### WINTER SEMESTER 2019

| Date(s)            | Day(s)          | Activity   |
|--------------------|-----------------|--|
| January 10         | Thursday        | Class Leveling   |
| January 11         | Friday          | Faculty Professional Development Day & Meetings<br>All Faculty on Campus |
| January 14         | Monday          | 15 Week, First 12 Week & First 7 Week Classes Begin                      |
| January 21         | Monday          | Martin Luther King Day – No Classes*                                     |
| February 4         | Monday          | Second 12 Week Classes Begin   |
| March 3            | Sunday          | First 7 Week Classes End   |
| March 4 – March 10 | Monday – Sunday | Mid-Term Break – No Classes  |
| March 11           | Monday          | Classes Resume   |
| March 13           | Wednesday       | Grades Due by Noon – First 7 Week Classes                                |
| March 18           | Monday          | Second 7 Week Classes Begin  |
| April 15           | Monday          | First 12 Week Classes End  |
| April 18           | Thursday        | Grades Due by Noon – First 12 Week Classes                               |
| April 21           | Sunday          | Easter – No Classes**  |
| May 4              | Saturday        | Commencement   |
| May 5              | Sunday          | Second 7 Week & Second 12 Week Classes End                               |
| May 6              | Monday          | 15 Week Classes End  |
| May 9              | Thursday        | Grades Due by Noon – 15 Week, Second 7 Week & Second 12 Week Classes     |

\*First 7 Week classes missed on Martin Luther King Day will be made up at the convenience of students and the faculty.

\*\*Second 7 Week, Second 12 Week and 15 Week classes missed on Easter will be made up at the convenience of students and faculty.

NOTE: Final Exams are the last class period. Grades for classes held in durations other than 7, 12, or 15 weeks in length must be submitted 2.5 business days after the last day of the class. The deadline will be noon.

| Date(s)   | Day(s)    | Activity                                     |
|-----------|-----------|--|
| May 9     | Thursday  | Class Leveling – Spring Classes              |
| May 11    | Saturday  | Spring 7, 12 & 15 Week Classes Begin         |
| May 27    | Monday    | Memorial Day – No Classes*                   |
| June 28   | Friday    | 7 Week Spring Classes End                    |
| July 3    | Wednesday | Grades Due by Noon – 7 Week Spring Classes   |
| July 3    | Wednesday | Class Leveling – Summer Classes              |
| July 4    | Thursday  | Independence Day – No Classes**              |
| July 6    | Saturday  | 7 Week Summer Classes Begin                  |
| August 2  | Friday    | 12 Week Spring Classes End                   |
| August 7  | Wednesday | Grades Due by Noon – 12 Week Spring Classes  |
| August 23 | Friday    | 7 Week Summer Classes End                    |
| August 23 | Friday    | 15 Week Spring Classes End                   |
| August 28 | Wednesday | Grades Due by Noon – Summer 7 Week & 15 Week |
|           |           | Spring Classes                               |

#### SPRING/SUMMER SESSION 2019

\* Spring 7 week, 12 Week and Spring 15 Week classes missed on Memorial Day will be made up at the convenience of the students and the faculty.

\*\* Spring 12 Week and Spring 15 Week classes missed on Independence Day will be made up at the convenience of the students and the faculty.

# 2019-2020 INSTRUCTIONAL CALENDAR FOR 2019-2020

#### FALL SEMESTER 2019

| Date(s)                  | Day(s)              | Activity   |
|--------------------------|---------------------|--|
| August 26                | Monday              | Class Leveling   |
| August 26                | Monday              | Faculty Professional Development Day & Meetings<br>All Faculty on Campus |
| August 27                | Tuesday             | 15 Week, First 12 Week & First 7 Week Classes<br>Begin                   |
| September 2              | Monday              | Labor Day – No Classes*  |
| September 17             | Tuesday             | Second 12 Week Classes Begin   |
| October 14               | Monday              | First 7 Week Classes End   |
| October 17               | Thursday            | Grades Due by Noon – First 7 Week Classes                                |
| October 22               | Tuesday             | Second 7 Week Classes Begin  |
| November 18              | Monday              | First 12 Week Classes End  |
| November 21              | Thursday            | Grades Due by Noon – First 12 Week Classes                               |
| November 26-27           | Tuesday - Wednesday | No Classes   |
| November 28 - December 1 | Thursday - Sunday   | Thanksgiving Recess – No Classes   |
| December 15              | Sunday              | Second 7 Week & Second 12 Week Classes End                               |
| December 16              | Monday              | 15 Week Classes End  |
| December 19              | Thursday            | Grades Due by Noon – 15 Week, Second 7 Week & Second 12 Week classes     |

\* Fall First 7 week, and First 12 Week classes missed on Labor Day will be made up at the convenience of the students and the faculty.

NOTE: Final Exams are the last class period. Grades for classes held in durations other than 7, 12, or 15 weeks in length must be submitted 2.5 business days after the last day of the class. The deadline will be noon.

#### WINTER SEMESTER 2020

| Date(s)               | Day(s)            | Activity   |
|-----------------------|-------------------|--|
| January 9             | Thursday          | Class Leveling   |
| January 10            | Friday            | Faculty Professional Development Day & Meetings<br>All Faculty on Campus |
| January 11            | Saturday          | 15 Week, First 12 Week & First 7 Week Classes Begin                      |
| January 20            | Monday            | Martin Luther King Day – No Classes*                                     |
| February 1            | Saturday          | Second 12 Week Classes Begin   |
| February 28           | Friday            | First 7 Week Classes End   |
| February 29 – March 6 | Saturday - Friday | Mid-Term Break – No Classes  |
| March 7               | Saturday          | Classes Resume   |
| March 11              | Wednesday         | Grades Due by Noon – First 7 Week Classes                                |
| March 14              | Saturday          | Second 7 Week Classes Begin  |
| April 10              | Friday            | First 12 Week Classes End  |
| April 12              | Sunday            | Easter – No Classes**  |
| April 15              | Wednesday         | Grades Due by Noon – First 12 Week Classes                               |
| May 1                 | Friday            | 15-week, Second 7 Week & Second 12 Week Classes                          |
|                       |                   | End  |
| May 2                 | Saturday          | Commencement   |
| May 6                 | Wednesday         | Grades Due by Noon – 15 Week, Second 7 Week &                            |
|                       |                   | Second 12 Week Classes   |

\*15 Week and First 7 and 12 Week classes missed on Martin Luther King Day will be made up at the convenience of students and the faculty.

\*\*Second 7 Week, Second 12 Week and 15 Week classes missed on Easter will be made up at the convenience of students and faculty.

NOTE: Final Exams are the last class period. Grades for classes held in durations other than 7, 12, or 15 weeks in length must be submitted 2.5 business days after the last day of the class. The deadline will be noon.

| Date(s)   | Day(s)            | Activity                                     |
|-----------|-------------------|--|
| May 7     | Thursday          | Class Leveling – Spring Classes              |
| May 9     | Saturday          | Spring 7, 12 & 15 Week Classes Begin         |
| May 25    | Monday            | Memorial Day – No Classes*                   |
| June 26   | Friday            | 7 Week Spring Classes End                    |
| July 1    | Wednesday         | Grades Due by Noon – 7 Week Spring Classes   |
| July 1    | Wednesday         | Class Leveling – Summer Classes              |
| July 3-4  | Friday - Saturday | Independence Day – No Classes**              |
| July 6    | Monday            | 7 Week Summer Classes Begin                  |
| August 1  | Saturday          | 12 Week Spring Classes End                   |
| August 5  | Wednesday         | Grades Due by Noon – 12 Week Spring Classes  |
| August 22 | Saturday          | 15 Week Spring Classes End                   |
| August 23 | Sunday            | 7 Week Summer Classes End                    |
| August 26 | Wednesday         | Grades Due by Noon – Summer 7 Week & 15 Week |
|           |                   | Spring Classes                               |

#### SPRING/SUMMER SESSION 2020

\* Spring 7 Week, Spring 12 Week and Spring 15 Week classes missed on Memorial Day will be made up at the convenience of the students and the faculty.

\*\* Spring 12 Week and Spring 15 Week classes missed on Independence Day will be made up at the convenience of the students and the faculty.

NOTE: Final Exams are the last class period. Grades for classes held in durations other than 7, 12, or 15 weeks in length must be submitted 2.5 business days after the last day of the class. The deadline will be noon.

## COORDINATOR/INSTRUCTOR JOB STUDY

## MEMORANDUM OF UNDERSTANDING

Should a Coordinator/Instructor have a problem regarding either the duties to be performed or the amount of time spent in the fulfillment of those duties, as defined in this Agreement, that Coordinator/Instructor should first raise the issue with the appropriate administrator.

If the Coordinator/Instructor and the Administrator cannot resolve the matter, the Coordinator/Instructor may request the initiation of a job study. Such request should be made to the Chief Negotiator of the Faculty Forum or his/her designee.

The Chief Negotiator or his/her designee shall meet with the Executive Director of Human Resources or his/her designee to design the study. The data for the study will be collected and supplied by the affected individual(s) as directed by the study design.

Based upon the data collected, the negotiators or their designees shall attempt to resolve the issue(s) presented. Failure to do so will result in the matter being brought to the table during the next contract negotiations.

FOR THE UNION

FOR THE COLLEGE

C.m. Juman DATE 2/20/03

\_\_\_\_\_ Jelly Jell DATE\_\_\_\_\_ 2/20/03

## Letter of Understanding Between The Schoolcraft College Faculty Forum And Schoolcraft College

It is mutually agreed that a study committee will review the evaluation procedure of all faculty members.

The spirit of this study will be to develop and institute a new evaluation process for faculty that is nonpunitive, promotes the growth and professional development of all those evaluated, and supports the Schoolcraft College mission, values, core purposes, and goals to ensure quality of instruction.

This will be a three-year endeavor in which all disciplines and departments will be consulted.

- The first year, 2002/2003, will be devoted to the creation of the team, the collection of data, and the development of a time line.
- The second year, 2003/2004, will be devoted to creating a complete evaluation process and a method for evaluating the process.
- In the third year, 2004/2005, the newly developed process will be pilot tested using a • purposefully stratified random sample involving all disciplines and departments within. At the end of the third year, the College and the faculty will choose to adopt the new process as is or send it back to the committee to modify. The faculty will make their decision based on a vote of approval by the Faculty Forum Senate. If both the College and the faculty approve the new process, it will become part of this contract.

The committee will consist of three members chosen by the Faculty Forum Senate and three members chosen by the College.

Until the newly developed evaluation procedure is approved or the expiration of the 2002-2005 contract, the procedures stated in Article V, Section 10 of the contract will be followed for both non-probationary full-time and non-probationary part-time faculty. In substitution to the practice of the use of student evaluations. Section 10D, the following will apply. If any average for one of the Sections (A. B. C. D. or E) on the student evaluation is below 3.0, the administrator will meet with the faculty member and discuss areas of interest which may lead to a plan of improvement. The originally stated timelines for the full-time and part-time faculty will remain in effect.

Article V, Section 10, part F, number 2 of the 1998-2002 contract has been removed as per negotiations 2002.

For the Union

C. M. Juman Date 8/16/02

For the College

Aller 8/16/03

## Letter of Understanding Between Faculty Forum and Schoolcraft College

Schoolcraft College will pilot the newly developed faculty evaluation system during the 2005-2006 academic year.

## Pilot year sample

All faculty who would be scheduled for evaluation using the current contract guidelines will be included in the pilot - this will give a cross section of full and part-time, probationary and non-probationary faculty. If any probationary faculty member receives unsatisfactory evaluation results during the pilot year, the option exists to extend probation by one year. The rationale for this extension is that the measures are new and may need to be revised based on the pilot results.

## **Pilot year Faculty Evaluation Concerns Committee**

A Faculty Evaluation Concerns Committee will have the responsibility for the Faculty Evaluation Procedures and will be comprised of an equal number of administrators and faculty. The current members of the Faculty Evaluation Team will serve as the Faculty Evaluation Concerns Committee for the pilot year with the understanding that one additional faculty member (selected by the Faculty Forum) and one additional administrator (selected by the administration) will be added to the group. This will allow for a rotational system to be developed to assure continuity in the processes as the system moves from pilot to full implementation.

## **Professional Development**

In order for the Faculty Evaluation System to be effective, a robust Professional Development process must be in place. For every element of the faculty evaluation system there will be a corresponding and concomitant element in the Professional Development process. This approach, based on a continuous improvement model, ensures that faculty members have institutionally supported recourse when the evaluation system detects a weakness in their performance. Although the Professional Development Program will ultimately report to a dean or a vice-president, a Faculty Advisory Board, consisting of three faculty members selected by the Faculty Forum, will be established to work with the administration to deliver services that meet the needs of faculty.

#### **Feedback and Modification**

At the end of the pilot, feedback from the faculty who were evaluated, faculty who acted as peer evaluators, administrators who were evaluators, those responsible for logistical support, and those responsible for Professional Development will be collected and reviewed by the Faculty Evaluation Concerns Committee. Appropriate modifications to the system will be made based on the results of the pilot. A full report including decisions about the process for evaluation, the process for Professional Development, the length of probation for part time faculty, the length of probation for full time faculty, the frequency of evaluation, and the establishment of minimal acceptable rating score/s will be completed and submitted to the Faculty Forum and the College administration.

#### **Full Adoption**

Adoption of the evaluation system including all those items above (i.e. length of probation, frequency of evaluation, etc.) will be contingent upon the Faculty Forum Senate's and the administration's approval. Approval will be followed by a letter of agreement to codify these decisions as contract language.

Cindy Chambrella

C. m. Ferman Steld

# Letter of Understanding Between The Schoolcraft College Faculty Forum And Schoolcraft College

## Minimum Competencies

As a further clarification of the minimum competency language defined in Article V and Article XVI and any other relevant sections of the August 2002-August 2005 master agreement between the Board of Trustees of Schoolcraft College and the Faculty Forum of Schoolcraft College, the parties agree to the following:

- 1. All faculty on the payroll as of August 20, 2002, the date of the signing of the 2002-2005 contract, will be considered grandfathered as it relates to minimum competencies with the following clarifications:
  - a. All faculty, as defined above, may teach any class that they have taught in the past. The preference point system as defined by the master agreement will govern the selection and assignment of classes.
  - b. For any classes not previously taught, minimum competencies will take preference over the preference point system. In other words, faculty who do not have the minimum competencies as defined for the course for the school year in question will not be able to teach any class that they have not taught in the past.
  - c. The only exception to 1 (b) will be in cases where full time faculty need to meet their base load requirements. In those cases Article VI will take precedence over this agreement. This exception will not apply to supplemental courses for full time faculty.
- 2. Minimum competencies will be reviewed and defined each school year through joint decision. The process will be:
  - a. A recommendation will be generated through discussion among the faculty members in a department (i.e. only those who teach in a specific discipline.)
  - b. The representative or chairperson of the department (note: if the faculty chairperson or representative does not represent the discipline, the senior member of that discipline will act in their place) will bring the recommendation forward for discussion with the Associate/Assistant Dean.
  - c. The recommendation will be jointly agreed to by the department representative (as specified above) and the Assistant/Associate Dean.
  - d. The final list will be signed off on by both parties and forwarded to the Vice President for Instruction, the Executive Director of Human Resources, the Faculty Forum President and Faculty Chief Negotiator.
  - e. Minimum competencies will be defined in priority order by course.
  - f. If there is a dispute about this issue, it will be adjudicated at the Vice President for Instruction/ Chief Negotiator level.
- 3. If no individual can be identified to teach a course who meets the defined minimum competencies, the Associate Dean will seek to hire the best qualified individual for the position. In this case, a waiver will be obtained by Associate/Assistant Dean for this position and must be signed off by the faculty department representation or chairperson. (Note: if the faculty chairperson or representative does not represent the discipline, the senior member of that discipline will act in their place). This approval will be for one semester only. Preference points will be assigned for the assignment as defined by the master agreement.

- The waiver form will be forwarded to the President of the Faculty Forum and the Vice a. President for Instruction. The form will then be sent to Human Resources.
- b. If there is a dispute about this issue, it will be adjudicated at the Vice President for Instruction /Chief Negotiator level.
- There will be no distinction between traditional classes and classes taught with any other 4. methodology in regard to this agreement.( e.g., if a faculty member has taught English 101 in a traditional setting he/she will be allowed to teach it in an on-line setting provided he/she adheres to the requirements of Appendix O\* of the master agreement.)
- 5. If there is a need for verification of credentials, it will be the responsibility of the faculty member to provide or obtain the appropriate proof of credentials.

In agreement:

For the Union:

For the College:

a.m. Jerman Dato 1/07/04

Dete 1/2/04

\*See Article XIX – Distance Learning

# Letter of Understanding Between The Schoolcraft College Faculty Forum and Schoolcraft College

It is mutually agreed that a study committee will review the compensation structure for non-contractual, non-teaching assignments.

The purpose of this study will be to recommend a new compensation structure to determine payment for work done by faculty for the College outside of classroom teaching. The timeline will be:

Semester One: Create a set of categories for compensating non-contractual, non-teaching assignments. Review both the process and forms for consistency with the contract language.

Semester Two: Define the scope of work within each category. Define the range of compensation. Determine if any method for exceptions is needed.

The committee will be comprised of two (2) faculty members appointed by the Faculty Forum President and two (2) administrators.

Until the new structure is in place, the current system will be followed.

The new structure will be approved by the Faculty Forum Senate and the Administration.

win alchapmen

Catherine Ferman 5/2/04

# Memorandum of Understanding

# Between

## The Faculty Forum of Schoolcraft College

#### And

#### Schoolcraft College

Pursuant to Article XI Section 3.D.6., this memorandum lists the alternate arbitrators who may be selected if an arbitrator is removed from the permanent panel by either the Forum or the College during the 2015-2018 agreement.

If the College removes an arbitrator from the panel, the Faculty Forum will select a replacement arbitrator from its list of alternates.

If the Forum removes an arbitrator from the panel, the College will select a replacement arbitrator from its list of alternates.

Faculty Forum Alternates

- 1. Patrick McDonald
- 2. Ruth Kahn
- 3. Richard Block
- 4. George Roumell
- 5. Mark Glazer

Schoolcraft College Alternates

- 1. Alan Kanter
- 2. LeRoy Bartman
- 3. Ken Frankland
- 4. Michael Long
- 5. Tom Barnes

For the College

|  | For | the | Forum |
|--|-----|-----|-------|
|--|-----|-----|-------|

Date:

\_ fame a. Susing Date: \_\_\_\_\_9/22/15

# <u>-A-</u>

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|      | Reference Appendix A, A-1, A-2 and A-35         Arbitration Decision  | 1<br>0<br>1<br>0<br>4<br>5<br>0   |
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|      | Reference Appendix A, A-1, A-2 and A-35         Arbitration Decision  | 1<br>0<br>1<br>0<br>4<br>5<br>0<br>0<br>5<br>1<br>2                     |
|      | Reference Appendix A, A-1, A-2 and A-35         Arbitration Decision  | 1<br>0<br>1<br>0<br>4<br>5<br>0<br>0<br>5<br>1<br>2<br>4                |
|      | Reference Appendix A, A-1, A-2 and A-35         Arbitration Decision  | 1<br>0<br>1<br>0<br>4<br>5<br>0<br>0<br>5<br>1<br>2<br>4<br>3           |
|      | Reference Appendix A, A-1, A-2 and A-35         Arbitration Decision  | 1<br>0<br>1<br>0<br>4<br>5<br>0<br>0<br>5<br>1<br>2<br>4<br>3<br>4      |
|      | Reference Appendix A, A-1, A-2 and A-35         Arbitration Decision  | 1<br>0<br>1<br>0<br>4<br>5<br>0<br>0<br>5<br>1<br>2<br>4<br>3<br>4<br>2 |
|      | Reference Appendix A, A-1, A-2 and A-35         Arbitration Decision  | 1<br>0<br>1<br>0<br>4<br>5<br>0<br>0<br>5<br>1<br>2<br>4<br>3<br>4<br>2 |
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| Librarians                              | .50    |   |
| Salary Schedule Tracks                  | .37    |   |
| Seniority-Full Time Faculty             | .12    |   |
| Seniority-Part Time Counselors &        |        |   |
| Librarian                               | .50    |   |
| Severance Pay                           | .41    |   |
| Sick Leave-Full Time Faculty            |        |   |
| Sick Day Maximum                        | .30    |   |
| Spring/Summer Assignments               | .18    |   |
| Staff Reduction                         |        |   |
| Storage Availability                    | .43    |   |
| Substitutes                             |        | 9 |
| Supplemental Contracts                  |        |   |
| Supplemental Teaching Limitation        | .17    |   |
| Suspension of Full Time Faculty Member, |        |   |
| With/Without Pay                        | .9, 10 |   |

# <u>-T-</u>

| -   |         |
|---|---------|
| Tax-Deferred Annuity                      | .41     |
| Teacher Organization Duty                 | .30     |
| Teaching Sequence                         | .19     |
| Technical Representative                  | .23     |
| Teleconference Courses                    | .8      |
| Temporary Contracts                       | .35     |
| Termination of Agreement                  | .56     |
| Termination of Full Time Faculty Contract | .9,10   |
| Terms of Agreement                        | .1      |
| Third Party Courses                       | .52     |
| Travel/Accident Life Insurance            | .40     |
| Transfer to Administrative Role           | .5      |
| Tuition Reimbursement                     | .41, 48 |
|   |         |

# <u>-U-</u>

| Union Business Days           | 6  |
|-------------------------------|----|
| Unpaid Leaves of Absence      |    |
| Usage/Ownership-DL            | 53 |
| Use of Facilities & Equipment |    |

# <u>-V-</u>

| Vacancy | Posting |  | 4 |
|---------|---------|--|---|
|---------|---------|--|---|

# <u>-W-</u>

| Whole Contract5                     | 5  |
|-------------------------------------|----|
| Written Decision from the President |    |
| or Designee1                        | 0  |
| Work Hours-Part Time Counselors &   |    |
| Librarian5                          | 60 |