



Muskegon Community College

MASTER AGREEMENT

BETWEEN THE

MUSKEGON COMMUNITY
COLLEGE FACULTY
ASSOCIATION

AND THE

BOARD OF TRUSTEES

ACADEMIC YEARS

2022 – 2023
2023 – 2024

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**AGREEMENT
BETWEEN**

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

AND

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

THIS AGREEMENT entered into this 17th day of August 2022 and effective September 1, 2022, between the BOARD OF TRUSTEES OF MUSKEGON COMMUNITY COLLEGE, hereinafter called “the Board”, and the MUSKEGON COMMUNITY COLLEGE FACULTY ASSOCIATION, a DISTRICT OF THE MICHIGAN EDUCATION ASSOCIATION FOR HIGHER EDUCATION, hereinafter called “the Association”.

WITNESSETH:

GUIDING PRINCIPLES

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

1. Subscribe to the five principles listed in the *Statement on Professional Ethics* as published by the American Association of University Professors (Appendix F).
2. Support the principle of quality education and service relative to curriculum, class schedule, governance, professional development, and student support.
3. Support the principle of cooperative effort in improved productivity and efficiency strategies.
4. Support the principle of a cooperative work environment whereby academic departments jointly review academic matters.
5. Agree to work together to solve problems and to support the College’s response to the changing educational needs of our students and community through an ongoing dialogue.

6. Agree that the desired future of the College is based on cooperatively creating an environment conducive to the successful education of students.
7. Accept the work at Muskegon Community College as our primary professional endeavor.
8. Resolve that academic work is a relatively autonomous profession and therefore subject to self-scrutiny, professional ethics and standards, and self-evaluation in addition to the requirements of the Master Agreement.

ARTICLE 1 - AGREEMENT

Section 1.1

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

Section 1.2

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

Section 1.3

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

Section 1.4

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

Section 1.5

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

Section 1.6

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

ARTICLE II - RECOGNITION

Section 2.1

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

Section 2.2

This does not include the President, Provost and Chief Student Services Officer, division Chiefs, Deans, Director of Nursing, Director of Information Technology, Director of Financial Services, Director of Athletics, Director of Financial Aid, Director of Public Information, and all other administrative, professional and support staff positions currently excluded from the unit described in Section 2.1 above. The term “faculty member”, when used in this Agreement, shall refer to any employee represented by the Association.

Section 2.3

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

ARTICLE III - ASSOCIATION AND FACULTY MEMBER RIGHTS

Section 3.1 Right to Join and Organize

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

Section 3.2 Notification of Non-Membership

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

Section 3.3 Faculty Rights

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

Section 3.4 Use of Buildings

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

Section 3.5 Transaction of Association Business

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

Section 3.6 Use of College Equipment

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

Section 3.7 Use of Mail Service and Bulletin Boards

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

Section 3.8 Requests for Information

The Board agrees to furnish the Association in response to reasonable requests all available public information concerning the College.

Section 3.9 Participation in Educational Programs and Policy

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

Section 3.10 Religious or Political Activities

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

Section 3.11 Non-Discrimination

The provisions of this Agreement shall be applied to faculty members in a manner which is not arbitrary, capricious or discriminatory and without regard to race, religion, color, national origin, age, sex, (including sexual harassment), marital status, height, weight, disability or other

statutory classification of discrimination pursuant to federal or state law and pursuant to College policy regarding political persuasion or sexual orientation, where applicable.

Section 3.12 Entitlement to Association Representation

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

ARTICLE IV - CONTRACTS

Section 4.1 Dates of Issue and Return

(a) Issuance of Contracts

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

(b) Signed and Returned Contracts

Said contracts are to be signed and returned to the Human Resources Office within three (3) weeks after receipt of the contract by the faculty member.

(c) Letter of Intent to Issue Contract

A letter of intent to issue a contract may be distributed by Human Resources but such letter shall not be issued in lieu of a contract, and shall be in the form prescribed by the College.

Section 4.2 Probationary Contract

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

Section 4.3 One-Year Contracts

(a) Compensation

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

(b) Conversion to Vacant Position

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

(c) Multiple Night Faculty Position

The Administration may authorize and post multiple night faculty positions. These positions will include up to four (4) night assignments as an ongoing contractual obligation.

Section 4.4 Continuing Contract

After successful completion of three (3) years with a probationary contract, a faculty member will be placed on continuing contract. Continuing contract implies that the faculty member will be retained as long as they continue to provide satisfactory service and may be dismissed only in accord with the dismissal procedures list below.

Section 4.5 Termination Procedures

(a) Probationary Contracts

- (1) These contracts may be terminated by mutual consent at any time.
- (2) If a faculty member wishes to resign at the end of a contract year, they shall give notice as soon as possible, but no later than April 30.
- (3) No faculty member shall be summarily suspended from duties during the school year except for investigative purposes in cases of serious misconduct, gross incompetence or for acts of moral turpitude or gross insubordination. In these instances, suspension with pay may be immediate following Administrative action. The Administration shall notify the Association immediately upon suspension. If there are no adverse findings, a faculty member will be reinstated. In the event of adverse findings a faculty member may be disciplined up to and including dismissal. The issue may then be resolved through the usual grievance procedure, if desired.
- (4) Provided the evaluation procedure as authorized in this Agreement has been followed, a faculty member under probationary contract may be released at the end of the school year without recourse to the grievance procedure notwithstanding the provisions of Section 10.11. A recommendation on whether or not a continuing contract shall be extended to the probationary faculty member will be determined in conjunction with the appropriate Provost and Chief Student Services Officer. The Provost and Chief Student Services Officer will consider all aspects (see Section 10.6) of the probationary faculty member's performance in preparing a recommendation for continued employment. The Provost and Chief Student Services Officer will forward their recommendation for continuing employment to the Administration (President, Provost and Chief Student

Services Officer, Chief Human Resources Officer) with all appropriate supporting materials, including the evaluation team's written recommendation. If the Administration intends not to renew the contract at the end of the semester, the faculty member involved shall be notified by the last date of the semester.

(b) Continuing Contracts

- (1) These contracts may be terminated by mutual consent at any time.
- (2) If a faculty member wishes to resign at the end of a contract year, they shall give notice as soon as possible but no later than April 30.
- (3) Faculty members may be dismissed from duties in cases of poor performance as described in Section 10.9.
- (4) No faculty member shall be summarily suspended from duties during the school year except for investigative purposes in cases of serious misconduct, gross incompetence or for acts of moral turpitude or gross insubordination. In these instances, suspension with pay may be immediate following Administrative action. The Administration shall notify the Association immediately upon suspension. If there are no adverse findings, a faculty member will be reinstated. In the event of adverse findings, a faculty member may be disciplined up to and including dismissal. The issue may then be resolved through the usual grievance procedure, if desired.
- (5) Evaluations. The yearly periods referred to in Article X shall be 12-month periods commencing with the first of the month following the date of hire.

Section 4.6 One-Year Contract Limit

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

Section 4.7 Reduction of Staff

(a) Reason for Reduction

For the purposes of this Agreement, a reduction in the number of bargaining unit positions may take place for economic reasons, such as loss of revenue, loss of student enrollment, or for other related economic factors which cause program elimination. A reduction in any position shall not be replaced by a person under a one-year contract. Adjunct faculty may not cover more than one-half (1/2) of the hours lost due to reduction of any one position.

(b) Selection of Positions

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

(c) Qualified

For the purpose of this Article, “qualified” shall be defined as meeting the Higher Learning Commission’s criteria for qualified faculty in the area of assignment.

(d) Seniority

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

(e) Seniority Ends

Seniority shall be broken upon:

- (1) Termination of employment as provided in Section 4.5 above.
- (2) Retirement.
- (3) Failure to return upon expiration of a leave of absence, or extension thereof.
- (4) A layoff in excess of the period set forth in paragraph (i)(4) below. Seniority shall continue to accumulate during the period of leave or layoff subject to (i)(4) below.

(f) Not Intended for Dismissal

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

(g) Notice

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

- (1) The written notice shall be delivered sixteen (16) calendar weeks in advance of the date the layoff is to commence.
- (2) The faculty member so notified may then displace a faculty member with less seniority in the same Department or Program where the displaced individual has less seniority and the notified bargaining unit member is qualified to fill said position.
- (3) In the event no faculty member is subject to displacement within the notified member's Department or Program, the notified member may then displace the least senior bargaining unit member whose position they are qualified to fill in another Department or Program where the displaced individual has less seniority.
- (4) The faculty member who has displaced someone pursuant to (2) or (3) above will be on a trial basis in the position for one (1) year, subject to the evaluation provisions of Article X.

(h) Alternative

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

- (1) Within thirty (30) days of notification that the unit member would potentially be affected by a staff reduction, they may agree to retrain. The statement of intent to retrain will be accompanied by a plan of study subject to approval by the Provost and Chief Student Services Officer in consultation with the Department Chair or Coordinator for the area in which the faculty member is retraining.
- (2) The period of time granted to retrain will not exceed two (2) semesters. An extension may be granted upon written application to the Provost and Chief Student Services Officer.
- (3) The Administration agrees to pay the faculty member one-half (1/2) of their contractual salary while they are retraining and maintain the insurance and retirement benefits. The Administration agrees to accept retrained members of the Association to fill positions for which they have been qualified.
- (4) Such reemployment shall not result in the loss of institutional seniority except where retraining is for an administrative or support staff position as covered elsewhere in this Agreement.

(i) Recall

- (1) Recall of bargaining unit members shall be in order of seniority among those laid-off members provided that the recalled member is qualified to fill the available position.
- (2) No new employee will be hired to fill bargaining unit positions for which any laid-off bargaining unit member is qualified and available.
- (3) Should the reinstatement occur in the same year as the reduction, the reinstatement will be at the same step on the salary schedule.
- (4) Such recall rights shall exist for no longer than two (2) years, except that such right may be extended for two (2) additional years upon written notification to the College from the faculty member of their intent to be available for recall, such notice to be on file no later than May 1 of each year.

(j) Reduction in Lieu of Seniority

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

- (1) Advance notice will be given to the Association President of the persons affected and the reasons therefore.
- (2) Upon request, a conference shall be held in an effort to resolve any dispute that may be involved.

(k) Annual Seniority List

On or before October 1 of each year, the College will provide the Faculty Association an updated seniority list including each member's total full-time employment together with a list of all laid-off bargaining unit members according to seniority. Any corrections to the list must be made within thirty (30) days after receipt and the resulting list shall be the agreed-upon list.

Section 4.8 Copy of Contracts

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

ARTICLE V - TEACHING LOADS AND ASSIGNMENTS

Section 5.1 Professional Responsibility

All faculty at Muskegon Community College are expected to be professionally responsible to the institution for a full College day and week as set forth in Article XXI of this Agreement. In setting forth teaching loads, it is assumed that each faculty member will be responsible to the College professionally for a minimum forty (40) hour work week. There is an expectation that faculty will be responsive to requests for information and will be reachable by their departments unless other arrangements have been made.

Section 5.2 Weekly Average Hours

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

Section 5.3 Professional Duties

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

Section 5.4 Annual Load

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

(a) Load by Discipline

The annual contact hour load for faculty members in each discipline is found below:

<u>Department</u>	<u>Discipline</u>	<u>Annual Load</u>
Allied Health	Respiratory	41
Allied Health	Medical Assisting	41
Applied Technology	Applied Manufacturing Technology	41
Applied Technology	Automotive	41
Applied Technology	CADD	41

Applied Technology	Electronics	41
Applied Technology	Machining	41
Applied Technology	Welding	41
Arts & Humanities	Art	39
Arts & Humanities	Humanities	33
Arts & Humanities	Music	33
Arts & Humanities	Philosophy	33
Arts & Humanities	Theater	33
Business	Accounting	33
Business	Business	33
Business	CIS	33
Business	Criminal Justice	33
Business	Graphic Design	35
College Success Center	CSC English	36
College Success Center	CSC Math	33
College Success Center	CSC Reading	33
English	English	33
Foreign Language	Spanish	36
HPER	Physical Education	38
Life Science	Biology	34
Math – Science	Astronomy	36
Math – Science	Chemistry	36
Math – Science	Geology	34
Math – Science	Math	35
Math – Science	Physics / Physical Science	36
Math – Science	Physics / Math	36
Nursing	Nursing	35
Social Science	Anthropology	33
Social Science	Economics	36
Social Science	Education	33
Social Science	History	33
Social Science	Physical Geography	34
Social Science	Political Science	33
Social Science	Psychology	33
Social Science	Sociology	33

(b) Counselors, Librarians, and Coordinator of the Center for Teaching and

Learning/Instructional Designer:

- 1) The annual load for counselors, librarians and other hourly assignments shall be one hundred seventy-six (176), seven and one-half (7.5) hour days or a minimum of thirty-seven and one-half (37.5) hours per week of scheduled professional assignments.
- 2) Counselors, Librarians, and Coordinator of the Center for Teaching and Learning / Instructional Designer are in areas that must be in operation year round. The

Department Chairperson / Coordinator will create and present a schedule by semester showing coverage to the Provost and Chief Student Services Officer for approval.

- 3) For those assigned as counselors, librarians and Coordinator of the Center for Teaching and Learning / Instructional Designer who teach contact hour courses, one (1) office hour for preparation for every three (3) contact hours will be given.

(c) Lab Preparation Hours

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

(d) Applied Technology

Faculty teaching in the area of applied technology shall earn 1/12 lab maintenance/preparation hour for every 1 (one) lab contact hour up to a maximum of 2 (two) total lab preparations per semester.

(e) Nursing – Lab Prep

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

(f) Lab Hour

One lab hour shall equal one lecture hour.

- (g) Six (6) Course One Credit Prep Any faculty member on a 33-hour contract who teaches six (6) or more one-credit sections/courses within Fall or Winter semester will receive one (1) hour of reassigned time for that semester.

(h) Five (5) Course Prep

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

(i) New Faculty Orientation

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

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

(j) Nursing

- 1) Nursing faculty may be assigned to any shift at any of the participating facilities upon advance notice to the faculty member giving consideration to individual requests, in accordance with the current practice. Nursing faculty will not be assigned more than one evening clinical group in a year until all nursing faculty have been assigned one. This does not preclude a faculty member from volunteering for additional evening clinical groups.
- 2) Nursing faculty may assign a nursing faculty member, as the Nursing clinical coordinator and curriculum chair roles with 30% and 20% reassigned time respectively. The Nursing clinical coordinator shall receive a stipend each Fall, Winter, and Summer semester equal to 80% the program coordinator stipend, as referenced in Section 18.4b.

(k) Respiratory Therapy

The annual load for respiratory therapy faculty shall be forty-one (41) contact hour load (615-clock hours.) The reassignment time for the RT Clinical Coordination shall equal 68% of the clinical hours scheduled each semester in the RT program. The office hour assignment for the clinical coordinator is adjusted as needed to meet on or off campus appointments and shall not exceed normal office hour assignments.

(l) Music

- (1) Choral and Instrumental Groups: Faculty members collectively are expected to provide not less than fifteen (15) performances per year as a part of this load.
- (2) The assignment for music during Summer session shall be five (5) contact hours.

(m) Theater Productions

Up to twenty-seven (27) contact hours per year of reassigned-time shall be distributed to appropriately credentialed members of the Arts and Humanities Department for direction/design/ and technical direction for a minimum of five (5) annual productions.

(n) Art

- (1) Art Gallery Supervision & Art Collection Curation –fifteen (15) contact hours per year, distributed over Fall, Winter, and Summer semesters, may be assigned to appropriately

credentialed members of the Arts and Humanities Department for art gallery supervision and art collection curation.

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

(o) Planetarium Director

The reassignment time for planetarium director shall be sixteen (16) contact hours per year, distributed over Fall, Winter, and Summer semesters.

(p) Fulfillment of Annual Load

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

(q) Annual Load Not Fulfilled

If the annual teaching load is not fulfilled, in consultation with the Provost and Chief Student Services Officer or designee, the faculty member affected will be assigned professional duties or a special project to bring the work load to conformity with Article V, Section 5.1, and, if possible in compliance with Article XXI, or a pro rata reduction in salary and benefits..

(r) Request for Reduction in Annual Load

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

Section 5.5 Overload

(a) Procedure

- (1) Filling the annual class load of the instructor must take precedence over the awarding of overload.
- (2) Faculty may not meet their annual load (as stated in Section 5.4 (a)) in any one semester and may not exceed twice their annual load in an academic year except in unusual or emergency circumstances as approved by Provost and Chief Student Services Officer.
- (3) Each Department by majority agreement and in consultation with the Provost and Chief Student Services Officer is responsible for the development of a written plan for the distribution of overload within the Department. This written plan will continue in force until there is a majority agreement for change. Such plan will be reviewed annually, and any changes will be subject to the same procedure.

- (A) The Plan shall address at least the following: qualification(s), availability, and seniority.
 - (B) The Provost and Chief Student Services Officer will use this written plan to monitor and control the distribution of overload within various departments.
 - (4) The final written plan must be submitted to the Provost and Chief Student Services Officer for approval.
- (b) Overload Deductions
- If a faculty member cannot meet an overload class, the faculty member will have deducted from the pay a pro rata amount.

Section 5.6 Summer Session

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

Section 5.7 General Provisions

- (a) Night Class A faculty member may be assigned one (1) night class. This course may be on two (2) nights. Faculty members on hourly assignment, e.g., librarians, counselors, etc. as part of regular load may be assigned one night. The time span from the beginning of the earliest class taught/assignment to the end of the last class taught/assignment on one (1) day of the course/assignment shall not exceed eleven (11) hours without the consent of the faculty member. The other days beginning time of classes taught/assignment as part of a faculty member's regular load shall not be more than seven (7) hours apart and the span of class/assignment time shall not exceed eight (8) consecutive hours except with the consent of the faculty member.
- (b) Weekend Classes/Assignments will not be required without permission of the affected faculty member and approval of the Provost and Chief Student Services Officer or designee.
- (c) Innovation
When a division, or the College, wishes to introduce exploratory or interdisciplinary programs or courses, distance learning, or new technologies, any changes will be made by cooperative effort of the Administration and faculty members involved.
- (d) Student Load
Student load shall be determined by the Provost and Chief Student Services Officer in consultation with the Department Chairperson/Coordinator and faculty affected.
- (e) Course Preparation
The number of course preparations will be kept to a minimum for faculty members introducing new courses, using new instructional methods or teaching courses they have not taught before. Any course listed in the College catalog, with a course number, is considered a preparation. Lecture and lab courses will be considered two (2) separate preparations.
- (f) Extended Assignments
For special extended assignments (interdepartmental, intradepartmental, distance learning, or new technologies) in addition to regular teaching load, the faculty member involved shall have a reassignment load credit commensurate with the time involved. These assignments will be evaluated by semester or annually with the Provost and Chief Student Services Officer

or designee to determine if expectations have been met and /or need of continued reassigned time. For distance learning assignments, monetary compensation is set forth in Article XIX.

(g) Preparation of Class Schedules

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

(h) Qualifications to Teach Independent Study

Independent Study Courses will be taught by a qualified faculty member. They may be taught by a qualified administrator only if no qualified faculty member is available and the subject matter falls within the competence of a qualified administrator.

(i) Compensation for Independent Study

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

(j) Compensation for New Course Development

Compensation for the development of a new course approved by the Provost and Chief Student Services Officer shall be Eight Hundred dollars (\$800) for the first (1st) credit hour and Two Hundred fifty dollars (\$250) for each additional credit hour.

ARTICLE VI - VACANCIES, PROMOTIONS AND CHANGES OF ASSIGNMENT

Section 6.1 Request for Change In Assignment

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

Section 6.2 Notice of Vacancies

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

Section 6.3 Involuntary Change

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

Section 6.4 Supervisory or Administrative Position

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

Section 6.5 Transfer Between Division/Department

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

Section 6.6 Vacant Position

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

Section 6.7 Appointment to Vacant Position

Appointment to the vacant position shall be as follows:

- (a) Through the recall of a laid-off faculty member qualified to fill the position and if no laid-off faculty member is qualified;
- (b) To the most qualified applicant as determined by the Administration and in the event two or more applicants are of equal qualifications, the applicant with the greatest seniority shall be awarded the position; or
- (c) If there are no such applicants, then the position may be filled from any source.

ARTICLE VII - SELECTION AND APPOINTMENT OF FACULTY MEMBERS

Section 7.1 Academic Field

New faculty members shall meet the College's qualification requirements as established per guidance from the accrediting bodies' criteria for qualified faculty in the area of their assignment.

Section 7.2 Consultation of Faculty Members

- (a) Whenever feasible, it is expected that faculty vacancies will be posted nationally by the end of the fall Semester for openings in the next academic year.
- (b) To maintain the efficiencies and hire talented diverse faculty members a meeting to discuss the process will be held with Department Chair/Coordinator prior to posting the position. Search committees for new faculty shall typically be composed of the Provost and Chief Student Services Officer or designee; a representative from Human Resources; the Department Chair; a current faculty member from the same department; a faculty member from a separate department; and when requested by the department, a second faculty member from that department. The committee will recommend candidate(s) for hire following the selection process.

Section 7.3 Summary Statement of Provisions

Each new faculty member shall receive a summary statement of the relevant provisions of Article V, Section 10.4 of Article X and Section 21.2 of Article XXI, which pertain to the particular position. At the time of hire, Article VII, Article XVI and Appendix D will be reviewed with the prospective faculty member and thereafter placement on the Salary Schedule and step will be fixed by contract with such faculty member. Such placement shall not be a proper subject for the grievance procedure.

ARTICLE VIII - LEAVES

Section 8.1 (a) Illness or Disability

- (1) Each faculty member is entitled to eleven (11) days of sick leave for the annual load. Faculty members working less than an annual load shall be credited with sick leave at the rate of one (1) day for each twenty (20) full-time workdays rounded off to the nearest quarter day. The unused portion of sick leave allowance carried forward to the next year shall not exceed two hundred thirty (230) days. Illness during the eight (8) week session will be charged at the rate of one-half (1/2) day for each day's absence except where assignments are compacted into a shorter time period, in which case two (2) half-days will be charged.
- (2) A faculty member who is absent because of illness or disability at the beginning of the school year shall, upon their return, be credited with sick leave prorated at one (1) day per each twenty (20) full-time workdays rounded off to the nearest half day for the remainder of the school year.
- (3) If it is necessary for a faculty member to care for sick or injured members of the faculty member's immediate family as defined in Article VIII, Section 8.8, the time shall be deducted from accumulated sick leave.
- (4) Sick leave shall be deducted as follows:
 - (A) Up to and including 2 work hours = 1/4 of sick day. Over 2 and including 4 work hours = 1/2 of sick day. Over 4 and including 6 work hours = 3/4 of sick day. Over 6 work hours = 1 sick day.

Or

No sick leave will be deducted when demonstrating in writing how class time is being 'recovered' or 'made up' with approval of the Provost and Chief Student Services Officer or designee. Sick time will be deducted if substitute is hired or used.
 - (B) Extended illness will be defined as the inability of a faculty member to meet their work obligations for more than one (1) week. Beginning with the second week, illness will be deducted at a rate of one (1) full day for each school day.
- (5) Upon retirement, death or loss of seniority pursuant to Article IV, Section 4.7(e)(4), a faculty member shall receive one half of the value of the accumulated sick leave to a maximum of two hundred (200) days or one hundred and fifty (150) days if the

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

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

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

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

(B) For persons who have accumulated sick leave benefits beyond the ninety (90) calendar days period, the College will pay forty percent (40%) of contractual salary or enough to bring salary to one hundred percent (100%) including Social Security, Worker's Compensation and Michigan Public School Employees Retirement until expiration of accumulated sick leave days on a pro rata basis. After the exhaustion of such excess sick leave days, the sickness and disability payments will continue in accordance with the terms of the Policy.

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

(b) Extended Sick Leave

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

- (c) Injury During Employment
Absence due to injury incurred in the course of the faculty member's employment shall not be charged against the faculty member's sick leave for the first ninety (90) calendar days. The College shall pay to such faculty member the difference between their salary and the benefits received under the Michigan Workers' Compensation Act for the ninety (90) calendar days. At the option of the employee, they may use their sick leave after the first ninety (90) calendar days to receive from the College the difference between their salary and the benefits received from the Michigan Workers' Compensation Act, Social Security, Teachers' Retirement and Sickness and Disability Insurance as provided in Section 8.1(a)(6) above.
- (d) Reporting Accidents/Injuries
Any disability should be reported immediately to the Human Resources Office. Disabilities involving bodily injuries incurred in the execution of official duties may be covered by Workers' Compensation Insurance and must be reported within the time limit provided by law.
- (e) Deduction for Vacation or Holidays
Sick leave time shall not be deducted for vacation days or holidays.
- (f) Physician's Certificate
Any faculty member who is absent on sick leave more than ten (10) calendar days may be required by the College to submit a physician's certificate or be examined by a physician of the College's choice at the College's expense.

Section 8.2 Bereavement

Bereavement leave is intended to provide time away from work responsibilities for the death of family members identified below.

- (a) Immediate Family
Leave not to exceed five (5) days will be allowed for each death in the immediate family. Immediate family is understood to mean the following including step- and/or foster-relations, father, mother, parents-in-law, children, children-in-law, and spouse.
- (b) Close Relatives
Up to three (3) days of bereavement leave will be granted in the case of the death of grandparents, siblings, siblings-in-law, and grandchildren. A two (2) day extension may be

granted by the immediate supervisor, upon request if attendance at the funeral requires the employee to undertake a lengthy travel involvement.

(c) Extended Relative

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

(d) Additional Bereavement Leave

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

(e) Deduction for Vacation or Holidays

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

Section 8.3 Personal Leave

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

Section 8.4 Legal Leave

The faculty member shall be excused from work for jury service or if they are subpoenaed as a witness by anybody empowered by law to compel attendance by subpoena. Such faculty member shall be paid the difference between their regular pay and the fee they receive for acting as juror or witness. Such leave shall not be deducted from sick leave.

Section 8.5 Unpaid Leaves of Absence

(a) Advanced Study

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

(b) Exchange Teaching Programs

A leave of absence of up to one (1) year may be granted to any faculty member upon application for the purpose of participating in exchange teaching programs in other states, territories or countries, or a cultural program related to their professional responsibilities, provided said faculty member states their intention to return to this College. Upon return from such leave, a faculty member shall be placed at the same position on the Salary Schedule that they would have been had they taught in the College during such period.

(c) Military Leave

A military leave of absence shall be granted to any faculty member who shall be inducted or who shall enlist for one enlistment period for military duty in any branch of the Armed Forces of the United States. Upon return from such leave, in accordance with the requirements of such applicable law for the retention of reemployment rights, a faculty member shall be placed at the same position on the Salary Schedule that they would have been had they taught in the College during such period.

(d) Professional Leave

A leave of absence of up to one (1) year shall be granted to any faculty member upon application for the purpose of serving as an officer of any professional association or on its staff. Upon return from such leave, such faculty member shall be placed at the same position on the Salary Schedule that they would have been had they taught in the College during such period.

(e) Political Leave

A faculty member who is elected or appointed to a political office, which requires their absence from duty with the College for an extended period of time, shall be granted a political leave. Should they be reelected or reappointed to the same political office for an ensuing term, or elected or appointed to a different political office, their leave of absence shall be terminated. Upon their return they shall be placed at the same position on the Salary

Schedule that they would have been had they taught in the College during such period if the political office that they held directly relates to their teaching assignment. A leave of absence for one semester shall be granted to any faculty member upon application for the purpose of running for public office.

(f) Industrial Leave

A leave of absence of up to one (1) year may be granted, upon application, to any faculty member in the technology programs for the purpose of working in industry as a means of upgrading their expertise and skills in the latest industrial techniques. This work experience must be closely related to their teaching assignments. Upon return from such leave, the faculty member shall be placed at the same position on the Salary Schedule that they would have been had they taught in the College during such period.

(g) Pregnancy Leave

- (1) A faculty member desiring a leave before or after a period of pregnancy related disability shall, upon request, be granted a leave of absence of up to six (6) months, provided the pregnancy has been certified.
- (2) The illness and disability pay provision of this Article shall apply for the period of disability.
- (3) The provisions of this Article relating to return from leave for illness or disability shall also apply to the pregnancy leave.
- (4) To the extent practicable, a pregnant faculty member will notify the Administration of her anticipated leave and return dates.
- (5) In the event that Section 8.5 (g) (2) is not being utilized, a faculty member on pregnancy leave may elect, in agreement with the Provost and Chief Student Services Officer and Department Chairperson, to teach or work at the overload rate.

(h) Adoption Leave

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

(i) Accrued Sick Leave

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

(j) Credit Toward Sabbatical Leave

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

(k) Extension of Leave

The Provost and Chief Student Services Officer and Chief Human Resources Officer shall have the right to grant or extend unpaid leaves of absence under conditions not provided for in Section 8.5.

(l) Notification of Return or Extension

A faculty member on unpaid leave of absence for a school year must notify their Provost and Chief Student Services Officer and Human Resources by March 15 that they do or do not expect to return the following year. They have the right to request extensions.

Section 8.6 Sabbatical Leave

The President, upon recommendation of the Faculty Committee and the Provost and Chief Student Services Officer or their designee, will consider applications for sabbatical leaves for full-time faculty members. The President may grant such leaves in accordance with the following specific provisions:

(a) Eligibility

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

(b) Compensation

The salary for the sabbatical leave will be one-half the salary for two (2) semesters or full salary for a one (1) semester or mini-sabbatical or instant sabbatical. Salary for sabbatical leave is based upon a maximum of a full load assignment and shall not include any compensation based on a class considered for overload. Sabbaticals are not intended to be used in place of an extended medical or other leave time. In the event of an unexpected extended medical or personal need during a sabbatical, sick time must be used.

(c) Conditions

(1) Up to and including two (2) full-time sabbatical leave equivalents, or four (4) one semester, or one (1) full-time and two (2) one-semester sabbatical leave equivalents may be granted each school year including summer. A full-time equivalent is

understood to mean two (2) consecutive semesters. Any combination of mini-sabbaticals and/or instant sabbatical up to and including fifteen (15) weeks will be the equivalents of a one (1) semester sabbatical.

- (2) No more than one (1) full-time sabbatical equivalent shall be granted within a Department per school year.
- (3) Sabbatical leaves shall be limited to purposes that clearly promise reciprocal advantage to the College, and shall be awarded according to the following criteria, though not necessarily in this order:
 - (A) The worth or contribution of the project or activity to the entire College, faculty, student body and/or specific Department of the recipient, including a consideration of seniority and the quality of past service to the College;
 - (B) The worth or contribution of the project to the personal competence of the individual recipient in terms of study, research, writing or cognate pursuits of a scholarly nature;
 - (C) The merit of the project itself in terms of scholarly rigor, adequate design and planning, feasibility and potential academic productivity.
- (4) If a faculty member receives a scholarship, fellowship or research grant for the sabbatical leave period, the combined personal income from this source and sabbatical leave pay shall not exceed 150 percent of the faculty member's contractual salary for the period of the sabbatical leave. Any excess may be deducted from the faculty member's sabbatical leave pay.
- (5) A faculty member on sabbatical is expected to dedicate themselves to their project and separate themselves from the daily work of the college for the duration of the sabbatical.
- (6) A faculty member who receives a sabbatical leave shall return to the College immediately upon completion of the sabbatical for a period of two (2) years or refund on a prorated basis the salary received during the leave period. Promissory notes will be signed and returned to the signer on a prorated basis.
- (7) Upon completion of the sabbatical, a presentation shall be made to the Board within sixty (60) calendar days following the completion date.
- (8) Any significant change in the faculty member's sabbatical program shall be reported in writing, by the recipient, to the Faculty Committee and the Provost and Chief Student Services Officer immediately.

(d) Formal Review of Sabbatical Appointments

- (1) The Faculty Committee in consultation with the Provost and Chief Student Services Officer shall review progress in all sabbatical projects not later than one-half way through the period of the sabbatical. The Faculty Committee in consultation with the Provost and Chief Student Services Officer may require a sabbatical recipient to reappear before it if the Faculty Committee has convincing information the recipient is not meeting, or will not be meeting, the conditions of their appointment.
- (2) If the Faculty Committee, in consultation with the Provost and Chief Student Services Officer or their designee, after meeting with the recipient, determines they will not, or will not, be meeting the conditions of their appointment, they will recommend in writing to the President that the appointment be immediately rescinded.

Section 8.7 Professional Leave

(a) Attending Events

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

(b) Release From Duties

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

(c) Attendance of Approved Conferences

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

Section 8.8 Family and Medical Leave

- (a) Definition The employer and eligible employees shall abide by the provisions of the Federal Family and Medical Leave act of 1993, which requires employers to provide employees job-protected unpaid leave for qualifying life circumstances. Summary information included below. For complete information and procedural details please see Human Resource Portal. An eligible employee is one who has been employed by Muskegon Community College for

at least 12 months and has worked a minimum of 1250 hours-in the preceding 12 month period.

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

- For the birth of a child in order to care for that child;
 - For the placement of a child for adoption or foster care;
 - To care for a spouse, son, daughter, parent, or next-of-kin, who is a member of the armed forces (including National Guard or Reserves) and who is undergoing medical treatment, recuperation, or therapy or is in out-patient status or temporarily disabled for a serious injury or illness incurred in the line of duty that renders the individual medically unfit to perform the duties of his or her office, grade, rank, or rating;
 - To manage the affairs of an employee's spouse, son, daughter, or parent who is a member of the National Guard or Reserves and who is called into active duty resulting in one or more qualifying exigencies.
 - To care for a spouse, child, or parent, or any individual for whom the employee has a day-to-day responsibility of care, with a serious health condition; or
 - The serious health condition of the employee.
- (b) Intermittent Leave may be taken should medical circumstances warrant.
- (c) Leaves Concurrent with FMLA Sections 8.1 and 8.5 may run concurrent with Family Medical Leave. For example, an employee with approved Family Medical Leave utilizes sick time for hours missed.
- (d) Seniority shall accrue during a FMLA leave.

ARTICLE IX - RETIREMENT

Section 9.1 Distinguished Faculty Appointment

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

Section 9.2 Notification of Intent to Retire

Faculty members will give at least six (6) months' notice of their intent to retire to the Provost and Chief Student Services Officer) by February 1st or for retirements at the end of the Fall Semester notice will occur no later than June 1st. Should extenuating circumstances prevail, the above requirement shall be waived by the Provost and Chief Student Services Officer.

Section 9.3 Retirement Pay

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

ARTICLE X - EVALUATION OF FACULTY MEMBERS

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

New faculty starting work Fall semester 2022 or after, by the end of their second year of probation, in collaboration with their evaluation team, will design an action research project. The action research project will be implemented during the third year of probation. The results with recommendations will be shared with the evaluation team by the end of the third year.

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

Section 10.2 Continuing Contract Faculty members will be evaluated at least once every three (3) years. The Administration will identify those faculty members to be evaluated each year before October 15, and will monitor the process, and the Department Chairperson/Coordinator, faculty member, or Provost and Chief Student Services Officer may request an additional evaluation in that year or any other year.

Section 10.3 The Evaluation Team shall consist of four persons. They are as follows:

- (a) Department Chairperson/Coordinator or designee.
- (b) One continuing faculty member from the same or allied discipline selected by the faculty member being evaluated.
- (c) One continuing faculty member from outside the discipline chosen by the Provost and Chief Student Services Officer.
- (d) For Academic Affairs: the Provost and Chief Student Services Officer or designee may serve. For Counselors and Librarians: Provost and Chief Student Services Officer or designee.

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

Section 10.4 Probationary and One-Year Contract Faculty Evaluation Criteria

Probationary faculty members will be evaluated on the basis of the following criteria:

- (a) Content Expertise
- (b) Instructional Delivery
- (c) Instructional Design
- (d) Course Management
- (e) Student Retention
- (f) Student success in subsequent related courses
- (g) Special assignment work in which reassigned time is being given
- (h) Action Research Project

Section 10.5 Continuing Contract Faculty Evaluation Criteria

Continuing contract faculty members will be evaluated on the basis of the following criteria:

- (a) Content Expertise
- (b) Instructional Delivery
- (c) Instructional Design
- (d) Course Management
- (e) Student Retention
- (f) Student success in subsequent related courses
- (g) Special assignment work in which reassigned time is being given
- (h) Non-teaching duties including, but not limited to:
 - (1) Committee work
 - (2) Student Organizations
 - (3) Governing Councils
 - (4) Ongoing Professional Development Plan

Section 10.6 Class Climate Surveys

Student Opinion Surveys will be conducted in every class being taught by each instructor during each academic year. Only one survey per year, selected by the instructor, may be used as part of the evaluation process, according to the procedures and time lines set forth in Article X.

Section 10.7 Process

The Evaluation Process may consist of the following activities or assessment procedures:

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

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

Section 10.8 Classroom Visitation

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

Section 10.9 Monitoring and Observation

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

Section 10.10 Post Evaluation Process

A copy of the written evaluation shall be submitted to the faculty member at the post-evaluation conference. All copies of the evaluation shall be signed by the faculty member, Department Chairperson/Coordinator, and Provost and Chief Student Services Officer and /or designee when involved. Additional team members will also sign and may add comments. If faculty members have any objections or comments, they may schedule an additional evaluation conference and/or submit an addendum which shall be attached within fifteen (15) working days of the post-evaluation conference.

If the team still finds major performance deficiencies, they, in conjunction with the faculty member, shall submit in writing an improvement plan with timelines for completion. The improvement plan may include additional coursework or other forms of training. When an improvement plan includes coursework, the specific course(s) from an institution(s) must be approved by the evaluation team before the faculty member enrolls in the course(s). Upon completion of the course(s), the faculty member will request that transcripts be forwarded from the institution(s) where the course(s) was/were taken to the Provost and Chief Student Services Officer, and a copy of the transcript(s) will be placed in the faculty member's personnel file. Funding will be available for implementing the improvement plan.

The Provost and Chief Student Services Officer or designee, and Department Chair or Coordinator, shall monitor progress of the improvement plan. The evaluation team shall meet at the end of the timeline with the faculty member to discuss completion of the improvement plan. After this meeting, further evaluation may be made including classroom visits. If the plan is not followed, or if proper performance improvement is not made, action may be taken, up to and including dismissal for poor performance.

Section 10.11 Representation at Evaluation

When the Administration arranges an interview with a faculty member for the purpose of discharge, suspension, disciplinary action or discussion of a complaint, both the Administration and the faculty member shall have the right to request a representative of the Association or another party to be present. Faculty members shall have the right to have a written rebuttal placed in their personnel records. They shall be given a written statement of the reasons for any proposed action.

Section 10.12 Discipline or Reprimand

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

Section 10.13 Complaints Notification

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

Section 10.14 Review of Personnel File

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

Section 10.15 Visitation Dead Time

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

Section 10.16 Excluded Events

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

ARTICLE XI - DIFFERENCES AND GRIEVANCE PROCEDURES

Section 11.1 Informal Procedure

(a) Purpose

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

(b) Informal Discussion

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

Section 11.2 Definition of a Grievance and Representation

(a) Definition

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

(b) Representation

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

Section 11.3 Grievance Procedure

(a) Informal Discussion

A faculty member with a grievable complaint shall first discuss it with their immediate administrative supervisor either directly or through the Association's representative with the objective of resolving the matter informally.

Level One. If the complaint is not resolved informally it may be placed in writing on the form shown in Appendix A of this Agreement, signed by the grievant or grievants,

and submitted to the immediate administrative supervisor within twenty (20) teaching days after the grievant knew or should have known of the act or condition on which the grievance is based. The administrative supervisor shall then hold a discussion with the grievant and their representative if requested and render their recommendation in writing within ten (10) teaching days of their receipt of the grievance.

Level Two. If the aggrieved person is not satisfied with the disposition of their grievance at Level One, they may submit the grievance in writing within five (5) teaching days after receiving the written answer in Level One with the Provost and Chief Student Services Officer or designee. Upon receipt of such grievance a meeting shall be held between such administrator, the grievant and their representative within ten (10) teaching days of receipt of the grievance. A written answer shall be given by the administrator within three (3) teaching days following the meeting. Level Two step shall not apply where the Provost and Chief Student Services Officer is the same person as the immediate supervisor referred to in Level One.

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

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

(b) Time Limits

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

- (2) Any grievance not timely processed to the next step shall be deemed as withdrawn and any grievance not timely answered by the Administration shall be automatically appealed to the next step.
- (3) Teaching days shall mean any day, Monday through Friday, except contractual holidays.

Section 11.4 Arbitration

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

(a) Arbitrator's Authority

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

- (1) Any matter which could be brought within the jurisdiction of any governmental agency authorized by law to rule upon the subject matter in question.
- (2) Any matter involving the Board's discretion in the expenditure of funds for capital outlay.
- (3) The fixing or establishment of any salary schedule or any other form of compensation or remuneration.
- (4) The termination of or decision not to reemploy or decision to continue on probation any probationary faculty member.
- (5) Evaluation of faculty, except where the claim is failure to follow the contractual procedure.

(b) Decision

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

(c) Agreement of Mediator

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

(d) Cost

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

(e) Board's Decision

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

Section 11.5 Miscellaneous

(a) Reprisals

No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation. If any faculty member for whom a grievance is filed, processed, or sustained shall be found to have been unjustly discharged, they shall be reinstated to their former position with full reimbursement of all professional compensation lost.

(b) Time Limits

The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. However, the time limits may be extended by mutual consent.

(c) Filing of Documents

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

(d) Furnishing Information

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

(e) Withdrawal

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

(f) Right of Grievance Committee

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

ARTICLE XII - NEGOTIATIONS PROCEDURES

Section 12.1 Opening Date

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

Section 12.2 Negotiating Parties and Authority

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

Section 12.3 Mediation

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

Section 12.4 Negotiating Meetings

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

- (a) Meetings shall be scheduled at times that do not conflict with the teaching schedules of the members of the Professional Negotiations Committee.
- (b) The Board of Trustees shall designate permanent members of their Negotiations Committee and shall inform the Association of such. The Association shall designate permanent members of their Negotiations Committee and shall inform the Board of such.
- (c) Meetings shall be held at a place mutually agreeable to both parties.
- (d) Meetings shall be arranged within fifteen (15) calendar days of a request by either the Board or the Association after the May first opening of negotiations.
- (e) Meetings shall be held at regular intervals not to exceed fourteen (14) calendar days unless mutually agreed upon by the Board and the Association.

ARTICLE XIII - ACADEMIC FREEDOM

Section 13.1

The faculty member shall have the freedom to report the truth as they see it both in the classroom and in reports of research activities. There shall be no restraints which would impair the faculty member's ability to present their subject matter in this context.

ARTICLE XIV - RIGHTS OF THE BOARD

Section 14.1

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

ARTICLE XV - DUES AND SERVICE FEE CHECKOFF

Section 15.1 Right To Join

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

Section 15.2 Check Off of Dues

- (a) During the life of this Agreement and in accordance with the terms of the Form of Authorization of Checkoff of Dues, and in accordance with applicable law, the Employer agrees to deduct dues or service fee from the pay of each faculty member who chooses to execute the dues checkoff form provided by the Association.
- (b) Checkoff deductions under all properly executed authorization of Checkoff of Dues forms shall become effective at the time the application is signed by the faculty member and unless revoked by the faculty member, shall be deducted from the first paycheck of the next month following the date of execution of the checkoff form and each month thereafter from the first paycheck of each month September through June.
- (c) The College agrees to remit promptly to the respective Association all monies so deducted, accompanied by a list of faculty members from whose checks the deductions have been made.

Section 15.3 Check Off Procedure

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

Section 15.4 Discontinue Payment of Dues

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

Section 15.5 Indemnify and Hold Employer Harmless

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

ARTICLE XVI - PROFESSIONAL COMPENSATION

Section 16.1 Basic Salary

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

Section 16.2 Academic Year/Additional Weeks

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

Section 16.3 Experience Credit

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

Section 16.4 Placement on Salary Schedule

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

Section 16.5 Placement for Automotive Technology and Welding

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

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

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

Section 16.6 New Salary Level

(a) **New Salary Level**

Faculty members qualifying for a new salary level as the result of additional formal education, which is applicable to their assignment at Muskegon Community College as determined by the Administration and concurrent with notification to the Association, shall be placed on the new level at the beginning of the semester which follows completion of the additional education. If receipt of proper certification credentials is delayed, pay shall be retroactive to the beginning of the semester.

(b) **Definition of Formal Education**

Whenever the term "formal education" appears in this Article, it shall mean course credits or degrees awarded by institutions of higher education accredited by the Higher Learning Commission or its regional or foreign counterpart.

Section 16.7 Deviations

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

Section 16.8 Health Insurance

(a) **Premium**

(1) The College will make available to each full-time faculty member and their immediate family, full family health insurance. The College shall pay premiums for the plan selected by each faculty member up to the current employer limits set forth in Public Act 152. Moreover, the College must provide at least one option that exceeds the employer limits set forth in Public Act 152.

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

(b) Rejecting Insurance

The employee may elect to receive or reject the insurance offered by the College. If the insurance is rejected, the employee may elect to receive \$2600 annually (prorated if started mid year).

(c) No Substitution

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

(d) Paid Sick Leave

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

(e) Lay Off

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

(f) Termination/Resignation

In the event a faculty member is terminated or resigns during the school year, the hospitalization insurance shall be continued until the faculty member has received the pro rata portion of the twelve (12) month insurance year earned at the time of the termination or resignation.

Section 16.9 Life Insurance

Faculty members will be provided life insurance in the amount of One Hundred Thousand Dollars (\$100,000) per faculty member per year with Accidental Death and Dismemberment coverage.

Section 16.10 Dental Insurance

(a) Effective September 1, 2001, or the first full month thereafter that it can be implemented, the College shall provide each eligible faculty member and their immediate family a dental program, which program shall have the following provisions: The College shall provide a plan equivalent to MESSA Delta Dental Plan coverage and providers with 80/80/60 co-payment

and \$2,500 Class I maximum, a \$2,500 Class II maximum and \$1,500 lifetime orthodontics.

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

Section 16.11 Vision Care

- (a) Effective September 1, 2001, or the first full month thereafter that it can be implemented, a vision care program will be provided for eligible faculty members and dependents substantially equivalent to VSP 2.
- (b) The College reserves the right to establish or change the funding method or the carrier, provided, however, that in the event such change would result in any reduction in benefit levels, then the consent of the Association must be obtained.

Section 16.12 Substitute Pay

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

Section 16.13 Pay Option

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

Section 16.14 Banking Hours

- (a) Banking

A faculty member shall be permitted to bank contact hours from one contract year to the next, if mutually agreeable to both the faculty member and the Provost and Chief Student Services Officer.

- (b) Maximum Banked Hours

Banked hours from one contract year to the next shall not exceed one hundred percent (100%) of the faculty member's annual load. Subsequent banked hours beyond the limitation shall

be paid in full at the overload rate applicable at the time of banking at the completion of each academic year.

(c) Using to Meet Load

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

(d) Payment

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

(e) Use of Banked Hours

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

(f) Conflict or Direct Competition

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

(g) Semester Prior to Retirement

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

Section 16.15 Longevity

(a) Qualifications

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

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

(b) Payout

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

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

Section 16.16 Family Tuition Pool

The employer will provide an annual tuition pool of \$14,000 to be divided among full-time faculty members’ benefit-eligible family members.

The student’s share shall be used toward MCC tuition and fees. Students included in this tuition pool must meet normal standards for admission to the College, must make satisfactory academic progress and must meet all other qualifications and requirements for enrollment. Benefits-eligible family members will be billed at the In-County Tuition rate.

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

Section 16.17 Wellness Program

(a) Definition

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

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

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

(b) Health Facility

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

Section 16.18 Effect of National Health Care Program

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

Section 16.19 Section 125 Plan

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

Section 16.20 Enrollment in an MCC Course

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

ARTICLE XVII - DEPARTMENT CHAIRPERSONS

Section 17.1 Definition

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

Section 17.2 Election

(a) Term

The Department Chairperson shall be nominated for one (1) four (4) year term of office before the end of the Winter semester by a majority vote of the members of the Department. If the person nominated is acceptable to the Provost and Chief Student Services Officer, they will assume responsibility at the beginning of the Summer session. The Provost and Chief Student Services Officer or designee shall provide each Chairperson, during a formal in-service before Summer session, a copy of the Chairperson's Role and Function Memo and such other relevant data, information and assistance that will effectively contribute to the performance of the duties of the Chairperson.

(b) Death/Resignation

Upon the death or resignation of the Department Chairperson, the Provost and Chief Student Services Officer may appoint a successor from the Department to serve for the balance of the term, or until a successor is nominated for the balance of the term by the members of the Department.

(c) Evaluation

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

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

(d) Removal From Office

In the event that either the members of the Department or the Provost and Chief Student Services Officer have cause to believe that the Department Chairperson has not fulfilled their responsibilities then either may, upon presentation of specific reasons to the Chair, request a vote of confidence. Removal from office may occur by a majority vote of the members or by action of the Provost and Chief Student Services Officer after a meeting between that Provost and Chief Student Services Officer (or designee) and the department members.

Section 17.3 Duties

The duties of the Chairperson shall be determined by the Provost and Chief Student Services Officer after meeting with the Department Chairpersons at least once per year. Those duties will be clearly stated to the faculty in writing. During the year, the Chairperson may identify those intradepartmental projects requiring reassigned time. New and ongoing projects will be evaluated annually (Article V, Section 5.7(f)).

Section 17.4 Remuneration for Department Chairpersons

The Department Chairperson shall be given four-tenths (4/10) reassigned time of normal load and shall receive a stipend each Fall, Winter, and Summer semester.

Effective September 1, 2022 the stipend shall be \$2,700.

Effective September 1, 2023, the stipend shall be \$2,850.

Effective September 1, 2024, the stipend shall be \$3,000.

Section 17.5 Overload Privileges

Department Chairpersons will have overload privileges.

Section 17.6 Banking Reassigned Time

A Department Chairperson may bank reassigned time.

ARTICLE XVIII - PROGRAM COORDINATOR

Section 18.1 Definition

A Program is defined as an academic area with external accreditation. Foreign Language is considered a Program unless a reorganization of the Academic Department results in that department being added to another.

Section 18.2 Election

(a) Term

The Program Coordinator shall be nominated for a four (4) year term of office before the end of the Winter semester by a majority vote of the members of the Program. If the person nominated is acceptable to the Provost and Chief Student Services Officer, they will assume responsibility at the beginning of the Summer session. The Provost and Chief Student Services Officer shall provide each Program Coordinator during a formal in-service before Spring session, a copy of the Coordinator's Role and Function Memo and such other relevant data, information and assistance that will effectively contribute to the performance of the duties of the Coordinator.

(b) Death/Resignation

Upon the death or resignation of the Program Coordinator, the Provost and Chief Student Services Officer may appoint a successor from the Program to serve for the balance of the term, or until a successor is nominated for the balance of the term by the members of the Program.

(c) Evaluation

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

The evaluation shall include a written report by the Provost and Chief Student Services Officer and copies of submitted and signed surveys of Program members and

support staff member. The Provost and Chief Student Services Officer may include a self-improvement plan as part of the evaluation.

(d) Removal From Office

In the event that either the members of the Program or the Provost and Chief Student Services Officer have cause to believe that the Coordinator has not fulfilled their responsibilities then either may, upon presentation of specific reasons to the Coordinator, request a vote of confidence. Removal from office may occur by a majority vote of the members or by action of the Provost and Chief Student Services Officer after a meeting between that Provost and Chief Student Services Officer or designee and the Program members.

Section 18.3 Duties

The duties of the Coordinator shall be determined by the Provost and Chief Student Services Officer after meeting with the Coordinator at least once per year. Those duties will be clearly stated to the faculty in writing. During the year the Coordinator may identify those intradepartmental projects requiring additional reassigned time. New and ongoing projects will be evaluated annually (Article V, Section 5.7(f)).

Section 18.4 Remuneration for Program Coordinators

- (a) The Program Coordinator of a program or department with one full-time faculty member shall be given three-tenths (3/10) reassignment time of normal load and shall receive a stipend of 80% of the stipend amount identified in 18.4b each Fall, Winter, and Summer semesters.
- (b) The Program Coordinator of a program or department with two or more fulltime faculty members, shall be given four-tenths (4/10) reassigned time of normal load and shall receive a stipend each Fall, Winter, and Summer semesters.

Effective September 1, 2022, the stipend shall be \$2,700.

Effective September 1, 2023, the stipend shall be \$2,850.

Effective September 1, 2024, the stipend shall be \$3,000.

Section 18.5 Overload Privileges

Coordinators shall have overload privileges. Reassigned time may be taken as overload when approved by the Provost and Chief Student Services Officer.

Section 18.6 Banked Reassigned Time

Coordinators may bank reassigned time in order to maintain the Program.

ARTICLE XIX - DISTANCE LEARNING

Section 19.1 Definition

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

(a) “Distance Learning Course (DLC)”:

Any course whose total or partial content is transmitted on an interactive basis to students at remote sites. This includes online courses, hybrid courses, and remote broadcast courses as defined below.

(b) “Online Course”:

Any course whose content is delivered electronically with the exception of orientation and the final exam or assessment.

(c) “Hybrid Course”:

Any course with part of the class face-to-face (either on campus or online synchronously) and part of the class is online work outside of scheduled class time. The hybrid class is a blend of scheduled class time and asynchronous online learning.

(d) “Remote Broadcast Course”:

Any course whose content is delivered live via television to remote site(s). This may include having on-campus students as well.

(e) “Materials”:

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

(f) “Intellectual Property Rights”:

shall mean patent, trademark, trade secret and/or copyright.

Section 19.2 Material Ownership

(a) Faculty Member Copyright

The ownership of any materials developed solely by a faculty member's individual effort and expense shall vest in the faculty member and be copyrighted, if at all, in their name.

(b) College Copyright

The ownership of materials produced solely for the College and at College expense shall vest in the College and be copyrighted, if at all, in the College's name.

(c) Agreement for Copyright

In those instances where materials are produced by a faculty member with College support by way of use of significant support personnel time, facilities, or other College resources, a written agreement shall be negotiated between the College and the faculty member prior to the start of development. Ownership of the materials or processes shall vest in (and be copyrighted, if at all) by the parties designated in the written agreement. In the event no such written agreement is established, the ownership shall vest in the College.

Section 19.3 Training

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

Section 19.4 Compensation for the Conversion of Existing Courses

(a) Conversion to On-Line or Hybrid

Compensation for the conversion of an existing on-campus course to an online or hybrid course shall be Seven Hundred Fifty Dollars (\$750) for the first credit hour and Two Hundred Dollars (\$200) for each additional credit hour of that course, subject to the approval of the Provost and Chief Student Services Officer.

(b) Conversion to New LMS

During the academic year in which a new Learning Management System is adopted, including a change from Blackboard Learn to Blackboard Ultra, all full-time teaching faculty will receive two (2) hours of reassignment time.

(c) Load/Overload

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

Section 19.5 Enrollment

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

Section 19.6 Course Assignment and Right of First Refusal

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

Section 19.7 Office Hours

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

Section 19.8 Evaluation of Courses

(a) Online and Hybrid Classes

Online and hybrid classes will be evaluated during the first two times a faculty member offers the course. This evaluation schedule is also to be followed whenever a different faculty member teaches the same course online or as a hybrid.

(b) Materials

When online or hybrid class is being evaluated, or at the request of the Chairperson and/or Provost and Chief Student Services Officer, all online materials will be made available for viewing by evaluating faculty, the Chairperson, or Provost and Chief Student Services Officer.

(c) Standards

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

Section 19.9 Technology Stipend

A technology stipend of \$50 per semester will be granted to each full-time instructional faculty teaching one or more classes in the semester the stipend is paid.

ARTICLE XX - PROFESSIONAL IMPROVEMENT

Section 20.1 Meeting with Department/Program Chair

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

Section 20.2 Quality of Instruction

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

Section 20.3 Schedule Arrangements

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

Section 20.4 Revised Teaching Duties

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

ARTICLE XXI - COLLEGE CALENDAR, COLLEGE WEEK AND COLLEGE DAY

Section 21.1 College Calendar

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

Section 21.2 College Week

(a) Work Week

A faculty member's work week shall consist of no more than five (5) consecutive days of assignments.

(b) Faculty on Campus

Members of the faculty are to be on campus each week as necessary for:

- (1) Meeting all classes, laboratories, seminars and student conferences;
- (2) Posting and maintaining a minimum of ten (10) conference hours per week for regular day contract personnel. A portion of required office hours per week may be held online, with a minimum of five on campus office hours per week;
- (3) Posting and maintaining a minimum of two (2) conference hours per week during evening and three (3) during Summer session;
- (4) Attending and participating in scheduled meetings of the faculty- at-large, special committees and/or departmental meetings.

(c) Meeting Hour

One hour per week between 8:00 a.m. and 5:00 p.m. shall be left open to include as many of the faculty as possible for scheduled meetings.

Section 21.3 College Day

(a) Included in College Day

The College day shall include such scheduled class sessions as the individual teaching load may prescribe, regularly scheduled conference hours, and such additional time as may be necessary to fulfill committee assignments and other necessary professional responsibilities.

(b) Minimum Teaching Load

Whenever it is not possible to schedule the minimum hours of teaching load within the eight (8) consecutive hours except as noted in Article V, Section 5.7(a), the Provost and Chief Student Services Officer, with the consent of the individual, may assign classes sufficient to provide the minimum teaching load.

(c) Lunch

Each faculty member shall have the eleven, twelve or one o'clock hour free for lunch each day if they so desire.

ARTICLE XXII - MISCELLANEOUS PROVISIONS

Section 22.1 Agreement Supersedes

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

Section 22.2 Validity Clause

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

Section 22.3 Copies of Agreement

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

Section 22.4 Definition of Full-Time

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

Section 22.5 Conflict of Interest Clause

Conflict of interest may arise whenever an employee is in a position to influence college business, research, or other decisions in a way that could lead to any form of personal gain for the individual or their relative, or give improper advantage to others. It is expected that all employees will comply with the spirit of generally-accepted guidelines regarding conflict of interest as they relate to private employment. Every effort will be made by such employees to avoid direct competition regarding courses or programs which are traditionally or currently conducted by the College. Such employees, in their private endeavors, shall not use college facilities and/or equipment for their business pursuits; use college telephone, computer, video equipment, tapes, or mail system for

their private gain; or present themselves as representatives of the college while conducting their private endeavors.

Conflict of professional commitment means a situation in which an individual has substantial outside employment and/or business interests. A potential conflict of professional commitment exists when a faculty member's professional external commitments have the possibility (either in actuality or in appearance) of interfering or competing with the College's mission or the individual's ability or willingness to perform the full range of responsibilities associated with their professional position.

All conflicts of interest or professional commitment must be disclosed to and evaluated by the Provost and Chief Student Services Officer or their designee. If determined to be significantly affecting the faculty member's ability or willingness to perform the full range of responsibilities associated with their professional position, then the conflict must be eliminated or managed to the satisfaction of the College.

Violation of the Conflict-of-Interest Clause and Professional-Commitment Clause may constitute gross insubordination. (Also see Statement of Professional Ethics – Appendix F)

ARTICLE XXIII

DURATION OF AGREEMENT

Section 23.1 This Agreement shall be effective as of September 1, 2022, and shall continue in effect until August 31, 2024.

BOARD OF TRUSTEES

MUSKEGON COMMUNITY COLLEGE ASSOCIATION

BY Diana O'Shea
Chair

BY Nicholas Budimir
President

BY Sean Millaly
Vice-Chair

BY Diana Casey
Secretary

BY Nancy Faye
Secretary

BY [Signature]
Chair, Negotiations Committee

BY Kathy Moore
Treasurer

BY [Signature]
Negotiations Committee

BY [Signature]
Trustee

BY [Signature]
Negotiations Committee

BY Donna H. Crank
Trustee

BY [Signature]
Negotiations Committee

BY [Signature]
Trustee

BY _____
Negotiations Committee

APPENDIX A - PROFESSIONAL GRIEVANCE REPORT

Muskegon Community College
Date of Filing _____

Grievance Number _____
Date of Alleged Violation _____

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

Statement of Grievance: Remedy Requested:

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

Approved for Processing
(Grievance Chair)

Date

Date

Level I:
Disposition: _____ Date: _____
Association

Signature: _____

Response: _____ Date: _____

Signature: _____

Level II:
Disposition: _____ Date: _____
Association

Signature: _____

Response: _____ Date: _____

Signature: _____

Level III:
Disposition: _____ Date: _____
Association

Signature: _____

Response: _____ Date: _____

Signature: _____

Level IV: _____ Date: _____
Disposition: _____
Association

Signature: _____

Response: _____ Date: _____

Signature: _____

APPENDIX B – ACADEMIC CALENDARS

MUSKEGON COMMUNITY COLLEGE - ACADEMIC CALENDAR 2022-2023

FALL SEMESTER 2022

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

WINTER SEMESTER 2023

Faculty Seminar Days	January 4 - 5 (Wednesday - Thursday)
Winter Classes Begin	January 9 (Monday)
Dr. Martin Luther King Day	January 16 No Classes
Mid-Semester Vacation	March 6 (Monday)- March 12 (Sunday)
Winter Classes Continue	March 13 (Monday) - April 7 (Friday)
Half-Day	April 7 (Friday) No Classes after 12:00 pm
Winter Classes Continue	April 8 (Saturday) - April 24 (Monday)
Final Exam Days	April 25 (Tuesday) - May 1 (Monday)
Commencement	TBA
Final Grades Due	May 4 (Thursday) by 10:00 a.m.

SUMMER SESSION 2023 (12 Weeks)

Summer Classes Begin	May 22 (Monday)
Memorial Day	May 29 (Monday) No Classes
Summer Classes Continue	May 30 (Tuesday) - July 3 (Monday)
Independence Day	July 4 (Tuesday) No Classes
Summer Classes Continue	July 5 (Wednesday) - August 12 (Saturday)
Final Grades Due	August 16 (Wednesday) by 10:00 a.m.

Agreed on:

VP for Academic Affairs: PNC

Chairperson:

HR Director:

Faculty Association President:

9/24/19
Kelle Law
[Signature]
[Signature]
[Signature]

MUSKEGON COMMUNITY COLLEGE - ACADEMIC CALENDAR
2023 – 2024

FALL SEMESTER 2023

Faculty Seminar Days	August 23 – 24 (Wednesday – Thursday)
Fall Classes Begin	August 28 (Monday)
Labor Day Break	September 4 – 5 (Monday – Tuesday) No Classes
Fall Classes Continue	September 6 (Wednesday) – November 21 (Tuesday)
Thanksgiving Break	November 22 – 26 (Wednesday – Sunday) No Classes
Fall Classes Continue	November 27 (Monday) – December 9 (Saturday)
Final Exam Days	December 11 – 16 (Monday – Saturday)
Final Grades Due	December 20 (Wednesday) by 10:00 a.m.

WINTER SEMESTER 2024

Faculty Seminar Days	January 3 – 4 (Wednesday - Thursday)
Winter Classes Begin	January 8 (Monday)
Dr. Martin Luther King Day	January 15 No Classes
Mid-Semester Vacation	March 4 (Monday) – March 10 (Sunday)
Winter Classes Continue	March 11 (Monday) – March 29 (Friday)
Half-Day	March 29 (Friday) No Classes after 12:00 pm
Winter Classes Continue	March 30 (Saturday) – April 22 (Monday)
Final Exam Days	April 23 (Tuesday) – April 29 (Monday)
Commencement	TBA
Final Grades Due	May 2 (Thursday) by 10:00 a.m.

SUMMER SESSION 2024 (12 Weeks)

Summer Classes Begin	May 13 (Monday)
Memorial Day	May 27 (Monday) No Classes
Summer Classes Continue	May 28 (Tuesday) – July 3 (Wednesday)
Independence Day	July 4 (Thursday) – July 7 No Classes
Summer Classes Continue	July 8 (Monday) – August 5 (Monday)
Final Grades Due	August 8 (Thursday) by 10:00 a.m.

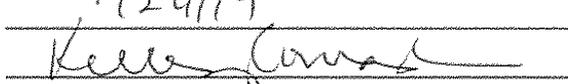
Agreed on:

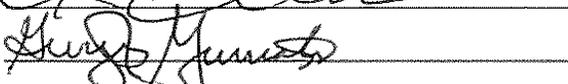
VP for Academic Affairs:

PNC Chairperson:

HR Director:

Faculty Association President:

9/24/19




MUSKEGON COMMUNITY COLLEGE - ACADEMIC CALENDAR 2024- 2025

FALL SEMESTER 2024

Faculty Seminar Days	August 21 - 22 (Wednesday- Thursday)
Fall Classes Begin	August 26 (Monday)
Labor Day Break	September 2 - 3 (Monday - Tuesday) No Classes
Fall Classes Continue	September 4 (Wednesday) - November 26 (Tuesday)
Thanksgiving Break	November 27 - December 1 (Wednesday - Sunday) No Classes
Fall Classes Continue	December 2 - 7 (Monday - Saturday)
Final Exam Days Final	December 9 - 14 (Monday- Saturday)
Grades Due	December 18 (Wednesday) by 10:00 a.m.

WINTER SEMESTER 2025

Faculty Seminar Days	January 9 - 10 (Thursday - Friday)
Winter Classes Begin	January 13 (Monday)
Dr. Martin Luther King Day	January 20 (Monday) No Classes
Winter Classes Continue	January 21 (Tuesday) - March 2 (Sunday)
Mid-Semester Vacation	March 3 (Monday) - March 9 (Sunday)
Winter Classes Continue	March 10 (Monday) - April 18 (Friday)
Half-Day	April 18 (Friday) No Classes after 12:00 pm
Winter Classes Continue	April 19 (Saturday) - April 28 (Monday)
Final Exam Days	April 29 (Tuesday) - May 5 (Monday)
Commencement	TBA
Final Grades Due	May 8 (Thursday) by 10:00 a.m.

SUMMER SESSION 2025 (12 Weeks)

Summer Classes Begin	May 19 (Monday)
Memorial Day	May 26 (Monday) No Classes
Summer Classes Continue	May 27 (Tuesday) - July 3 (Thursday)
Independence Day	July 4 (Friday) - July 6 (Sunday) No Classes
Summer Classes Continue	July 7 (Monday) - August 11 (Monday)
Final Grades Due	August 14 (Thursday) by 10:00 a.m.

MUSKEGON COMMUNITY COLLEGE - ACADEMIC CALENDAR 2025 - 2026

FALL SEMESTER 2025

Faculty Seminar Days	August 20 - 21 (Wednesday- Thursday)
Fall Classes Begin	August 25 (Monday)
Labor Day Break	September 1 - 2 (Monday - Tuesday) No Classes
Fall Classes Continue	September 3 (Wednesday) - November 25 (Tuesday)
Thanksgiving Break	November 26 - 30 (Wednesday - Sunday) No Classes
Fall Classes Continue	December 1 - 6 (Monday - Saturday)
Final Exam Days	December 8 - 13 (Monday - Saturday)
Final Grades Due	December 17 (Wednesday) by 10:00 a.m.

WINTER SEMESTER 2026

Faculty Seminar Days	January 8 - 9 (Thursday - Friday)
Winter Classes Begin	January 12 (Monday)
Dr. Martin Luther King Day	January 19 (Monday) No Classes
Winter Classes Continue	January 20 (Tuesday) - March 1 (Sunday)
Mid-Semester Vacation	March 2 (Monday) - March 8 (Sunday)
Winter Classes Continue	March 9 (Monday) - April 3 (Friday)
Half-Day	April 3 (Friday) No Classes after 12:00 pm
Winter Classes Continue	April 4 (Saturday) - April 27 (Monday)
Final Exam Days	April 28 (Tuesday) - May 4 (Monday)
Commencement	TBA
Final Grades Due	May 7 (Thursday) by 10:00 a.m.

SUMMER SESSION 2026 (12 Weeks)

Summer Classes Begin	May 18 (Monday)
Memorial Day	May 25 (Monday) No Classes
Summer Classes Continue	May 26 (Tuesday) - July 2 (Thursday)
Independence Day	July 3 (Friday) - July 5 (Sunday) No Classes
Summer Classes Continue	July 6 (Monday) - August 10 (Monday)
Final Grades Due	August 13 (Thursday) by 10:00 a.m.

MUSKEGON COMMUNITY COLLEGE - ACADEMIC CALENDAR 2026- 2027

FALL SEMESTER 2026

Faculty Seminar Days	August 19 - 20 (Wednesday - Thursday)
Fall Classes Begin	August 24 (Monday)
Labor Day Break	September 7 - 8 (Monday - Tuesday) No Classes
Fall Classes Continue	September 9 (Wednesday) - November 24 (Tuesday)
Thanksgiving Break	November 25 - 29 (Wednesday - Sunday) No Classes
Fall Classes Continue	November 30 - December 5 (Monday - Saturday)
Final Exam Days Final	December 7 - 12 (Monday - Saturday)
Grades Due	December 16 (Wednesday) by 10:00 a.m.

WINTER SEMESTER 2027

Faculty Seminar Days	January 7 - 8 (Thursday - Friday)
Winter Classes Begin	January 11 (Monday)
Dr. Martin Luther King Day	January 18 (Monday) No Classes
Winter Classes Continue	January 19 (Tuesday) - February 28 (Sunday)
Mid-Semester Vacation	March 1 (Monday) - March 7 (Sunday)
Winter Classes Continue	March 8 (Monday) - March 26 (Friday)
Half-Day	March 26 (Friday) No Classes after 12:00 pm
Winter Classes Continue	March 27 (Saturday) - April 26 (Monday)
Final Exam Days	April 27 (Tuesday) - May 3 (Monday)
Commencement	TBA
Final Grades Due	May 6 (Thursday) by 10:00 a.m.

SUMMER SESSION 2027 (12 Weeks)

Summer Classes Begin	May 17 (Monday)
Memorial Day	May 31 (Monday) No Classes
Summer Classes Continue	June 1 (Tuesday) - July 2 (Friday)
Independence Day	July 3 (Saturday) - July 5 (Monday) No Classes
Summer Classes Continue	July 6 (Tuesday) - August 9 (Monday)
Final Grades Due	August 12 (Thursday) by 10:00 a.m.

APPENDIX C-1 - TEACHER'S PROBATIONARY CONTRACT

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

WITNESSETH:

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

For, and in consideration of, such services for the school year _____, the said Board will pay to said Faculty member the sum of \$ _____ at Step _____ of the current salary schedule, payable in _____ 20 or _____ 26 installments.

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

By _____

Date _____

APPENDIX C-2 - TEACHER'S CONTINUING CONTRACT

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

WITNESSETH:

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

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

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

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

By _____

Date _____

APPENDIX C-3 - ANNUAL SUPPLEMENT TO CONTINUING CONTRACT

TO: _____ DATE: _____

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

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

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

By _____

Date _____

APPENDIX C-4 - ONE-YEAR CONTRACT

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

WITNESSETH:

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

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

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

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

By _____
Faculty Member

Date _____

APPENDIX D-1 – SALARY SCHEDULE

All faculty members who are below Step 14 on the Salary Schedule will advance to the next step as indicated below.

All faculty members will receive a 3% increase to base effective on September 1, 2022.

All faculty members will receive a 2.25% increase to base effective on September 1, 2023.

All faculty members will receive a 2% increase to base effective 11:59 pm on August 31, 2024.

Base Effective 9/1/22

3.00%	1	2	3	4	5	6	7	8	9	10	11	12	13	14
BA	58,995	61,355	63,809	66,361	69,015	71,776	74,647	77,633	80,739	83,968	87,327	90,820	94,453	99,019
MA	64,617	67,202	69,891	72,686	75,594	78,618	81,762	85,033	88,434	91,972	95,650	99,475	103,454	108,455
MA+30	67,429	70,126	72,931	75,848	78,882	82,037	85,319	88,732	92,282	95,973	99,812	103,804	107,957	113,169
MA+60	70,299	73,112	76,036	79,078	82,240	85,529	88,951	92,509	96,209	100,058	104,059	108,222	112,550	117,991
PhD	72,474	75,372	78,387	81,523	84,784	88,175	91,703	95,371	99,186	103,153	107,279	111,570	116,033	121,645

Year 2 - 23/24

Base Effective 9/1/23

2.25%	1	2	3	4	5	6	7	8	9	10	11	12	13	14
BA	60,322	62,735	65,244	67,854	70,568	73,391	76,326	79,380	82,555	85,857	89,291	92,863	96,579	101,247
MA	66,071	68,714	71,463	74,322	77,295	80,387	83,602	86,947	90,424	94,041	97,802	101,713	105,782	110,895
MA+30	68,946	71,703	74,572	77,554	80,657	83,883	87,239	90,729	94,358	98,133	102,058	106,140	110,386	115,716
MA+60	71,881	74,757	77,747	80,857	84,091	87,454	90,952	94,590	98,374	102,309	106,401	110,657	115,083	120,645
PhD	74,104	77,068	80,151	83,357	86,692	90,159	93,766	97,517	101,417	105,474	109,693	114,081	118,644	124,382

Year 3 -24/25

Base Effective 8/31/24

2.00%	1	2	3	4	5	6	7	8	9	10	11	12	13	14
BA	61,529	63,990	66,549	69,211	71,980	74,858	77,853	80,967	84,206	87,575	91,077	94,721	98,510	103,272
MA	67,393	70,089	72,893	75,808	78,841	81,995	85,274	88,685	92,233	95,922	99,758	103,748	107,897	113,113
MA+30	70,325	73,137	76,063	79,106	82,270	85,561	88,983	92,543	96,245	100,095	104,099	108,262	112,593	118,030
MA+60	73,319	76,252	79,302	82,474	85,772	89,203	92,772	96,482	100,341	104,355	108,529	112,870	117,384	123,058
PhD	75,586	78,610	81,754	85,024	88,425	91,962	95,641	99,468	103,446	107,584	111,887	116,362	121,017	126,869

APPENDIX D-2 - OVERLOAD

Effective September 1, 2022, overload pay will be based on the following:

- (1) \$825 x overload contact hours
- (2) For counselors and librarians, overload compensation will be
 $\$825 / (15 \times 1.5) = \36.67
- (3) Overload for respiratory therapists and nursing faculty will be paid at the hourly rate of
 $\$825 / 15 = \55 per semester clock hours.

Effective September 1, 2023, overload pay will be based on the following:

- (1) \$840 x overload contact hours
- (2) For counselors and librarians, overload compensation will be
 $\$840 / (15 \times 1.5) = \37.33
- (3) Overload for respiratory therapists and nursing faculty will be paid at the hourly rate of
 $\$840 / 15 = \56.00 per semester clock hours.

Effective September 1, 2024, overload pay will be based on the following:

- (1) \$855 x overload contact hours
- (2) For counselors and librarians, overload compensation will be
 $\$855 / (15 \times 1.5) = \38.00
- (3) Overload for respiratory therapists and nursing faculty will be paid at the hourly rate of
 $\$855 / 15 = \57.00 per semester clock hours.

APPENDIX E - PAYROLL SCHEDULE

2022-2023		2023-2024		2024-2025		2025-2026	
AUGUST	31	AUGUST	29	AUGUST	28		
SEPTEMBER	1	SEPTEMBER	14	SEPTEMBER	12	SEPTEMBER	11
	15		28		26		25
	29						
OCTOBER	13	OCTOBER	12	OCTOBER	10	OCTOBER	9
	27		26		24		23
NOVEMBER	10	NOVEMBER	9	NOVEMBER	7	NOVEMBER	6
	23		22		21		20
DECEMBER	8	DECEMBER	7	DECEMBER	5	DECEMBER	4
	22		21		19		18
END OF FALL SEMESTER							
JANUARY	5	JANUARY	4	JANUARY	2	JANUARY	
	19		18		16		
FEBRUARY	2	FEBRUARY	1	FEBRUARY	13	FEBRUARY	
	16		15		27		
			29				
MARCH	2	MARCH	14	MARCH	13	MARCH	
	16		28		27		
	30						
APRIL	13	APRIL	11	APRIL	10	APRIL	
	27		25		24		
MAY	11	MAY	9	MAY	8	MAY	
-	*25	-	*23	-	*22	-	
END OF WINTER SEMESTER							
MAY		MAY		MAY		MAY	
JUNE	8	JUNE	6	JUNE	5	JUNE	
	22		20		19		
JULY	6	JULY	3	JULY	3	JULY	
	20		18		17		
					31		
AUGUST	3	AUGUST	1	AUGUST	14	AUGUST	
	17		15				

*20 PAY PERIODS TERMINATION

APPENDIX F - STATEMENT ON PROFESSIONAL ETHICS

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

5. As members of their community, professors have the rights and obligations of other citizens. Professors measure the urgency of these obligations in the light of their responsibilities to their subject, to their students, to their profession, and to their institution. When they speak or act as private persons, they avoid creating the impression of speaking or acting for their college or university. As citizens engaged in a profession that depends upon freedom for its health and integrity, professors have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

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

APPENDIX G - LETTER OF UNDERSTANDING DEPARTMENTS & PROGRAMS

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

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

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

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

APPENDIX H - TUITION POOL APPLICATION

For full-time faculty member's benefit eligible family members. (See Section 16.16 of the Master Agreement)

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

Summer _____
Fall _____
Winter _____

Total hours _____

current/credit hour in-district tuition rate

Total tuition =

Less: Scholarships received _____
Grants received _____

Qualified reimbursement amount _____

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

Make check payable to:

MCCFA approved _____ Date _____

MCC approval _____ Date _____