

# **AGREEMENT**

between the  
**BOARD OF TRUSTEES**  
of the  
**COMMUNITY COLLEGE DISTRICT**  
of the  
**COUNTY OF MACOMB**

and the

**MACOMB COLLEGE**  
**ADJUNCT FACULTY ASSOCIATION**  
**(MEA/NEA)**

**August 22, 2007—August 21, 2010**



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**AGREEMENT  
BETWEEN  
THE BOARD OF TRUSTEES OF  
THE COMMUNITY COLLEGE DISTRICT OF  
THE COUNTY OF MACOMB**

**AND**

**THE MACOMB COLLEGE ADJUNCT  
FACULTY ASSOCIATION**

This Agreement is made on December 16, 2008, by and between the Board of Trustees of the Community College District of the County of Macomb (hereinafter called "the Board") and the Macomb College Adjunct Faculty Association, a local unit of the Michigan Education Association and the National Education Association (hereinafter called "MCAFA").

**PREAMBLE**

The Board and MCAFA have a statutory obligation, pursuant to Act 336 of the Michigan Public Acts of 1947, as amended, to bargain in good faith with respect to hours, wages, terms and conditions of employment.

Therefore, it is agreed:

**PURPOSE AND INTENT**

The general purpose of this Agreement is to establish the wages, hours, and terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interests of Macomb Community College and MCAFA.

The parties recognize that a sound educational program is a primary objective of the College.

The parties also recognize that an important element in the relationship between the Board and MCAFA in meeting the diverse and changing needs of the community, students, and clients the College serves is to provide for a process for change. Each new effort should be considered as a building block to the future. The parties acknowledge their commitment to this joint process. We recognize the freedom to present views or proposals for consideration. To facilitate a process for change, the parties recognize that the contract needs to provide flexibility from time to time for innovation in educational programs and/or services.

The parties acknowledge that trust is a shared responsibility and is the cornerstone of any relationship. Efforts will be made by administrators and faculty to maintain communication and collaboration. Maintaining and enhancing the quality of the curriculum, instruction, and services is essential to student learning and success.

To these ends, the Board and MCAFA encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all adjunct faculty members.

## **SECTION 1**

### **RECOGNITION**

- 1.1 The Board recognizes the Macomb College Adjunct Faculty Association, a local unit of the Michigan Education Association and the National Education Association, as the sole and exclusive bargaining agent, as defined in Act 379 of the Michigan Public Acts, 1965, for all adjunct teachers employed by Macomb Community College, excluding administrators, supervisory personnel, anyone represented by another labor organization at the College, and all other employees.
- 1.2 College employees who are excluded from the bargaining unit under sub-section 1.1 may be employed as adjunct teachers and treated the same as bargaining unit members under Section 4, below.
- 1.3 The Board agrees not to recognize or negotiate with any teacher organization or individual other than MCAFA on matters concerning wages, hours, terms and conditions of employment of bargaining unit members for the duration of this Agreement or during any extension of this Agreement.
- 1.4 Any adjunct teaching position not included in, nor specifically excluded from the bargaining unit in subsection 1.1. must be subjected to negotiation between the Board and MCAFA to determine whether such position should be included in the bargaining unit. It shall be the responsibility of the director of human resource management to advise the president of MCAFA in writing of postings of all new positions.
- 1.5 No administrative duties shall be added to any position within the bargaining unit that have the effect of removing such position from the bargaining unit without prior negotiation and agreement with MCAFA.

## **SECTION 2**

### **AUTHORITY OF THE BOARD OF TRUSTEES**

- 2.1 Except as expressly and specifically limited by this Agreement, the Board, on its own behalf and on behalf of the electors of the Board, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitutions of the State of Michigan and the United States, including—but without limiting the generality of the foregoing—the right to:
  - the executive management and administrative control of the College and its properties and facilities;
  - hire and evaluate all employees and determine their qualifications and the conditions for their employment, including discipline or discharge;
  - determine the methods, means and number of personnel by which operations are to be conducted;
  - schedule the academic year and to create, schedule, modify or eliminate courses;
  - establish and enforce policies, rules, and regulations as it may deem best for the purpose of maintaining order, safety, and the efficient and effective operation of the College's programs and facilities;
  - take such actions as may be necessary to carry out the missions of the College in the case of emergency.

- 2.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.
- 2.3 The term "Board," as used in this Agreement, refers to the Board itself and the administrators designated by the Board to act as its agents.

### **SECTION 3 BOARD OF TRUSTEES – MCAFA RELATIONSHIP**

- 3.1 The Board shall make available to MCAFA, upon request, all statistics and financial information in its possession that is necessary for negotiation of a new collective bargaining agreement.
- 3.2 The president of MCAFA shall be furnished with three (3) copies of the agenda of each public meeting of the Board with all non-confidential attachments at the same time regular distribution is made. Such agendas with non-confidential attachments shall be made available in the library of each campus and shall be posted without attachments in each department.
- 3.3 The president of MCAFA shall be furnished with three (3) copies of the approved minutes of each public meeting of the Board at the same time regular distribution is made. Such minutes shall also be made available in the library at each campus.
- 3.4 Items requested by the president of MCAFA shall appear on the Board agenda provided written notification of the nature of such items is submitted to the office of the College president at least seven (7) work days preceding the date of a regularly scheduled meeting. However, this provision shall not be used as a means of circumventing the grievance procedure of this Agreement.
- 3.5 Board – MCAFA arrangements described in subsection 3.4 shall not preclude appearances before the Board by an adjunct teacher acting on his or her own behalf on issues other than wages, hours, working conditions, or grievances. An adjunct teacher wishing to appear before the Board shall submit a written statement to the office of the president of the College detailing the nature of the matters to be presented at least seven (7) work days preceding the date of a regularly scheduled meeting. The teacher may also submit a copy to the president of MCAFA if he or she so chooses.
- 3.6 Adequate rooms at the College shall be provided for MCAFA meetings and special programs, provided that the arrangements are made at least five (5) calendar days in advance with the administration, and provided that no cancellation of the instructional program will result. MCAFA members shall have the right to transact MCAFA business on school property provided such activities do not obstruct instructional programs.
- 3.7 MCAFA shall have the right to use College bulletin boards, faculty mailboxes, and e-mail to communicate with its members in each area provided all communications are clearly identified as originating from MCAFA. A telephone line and voice mail shall be provided in the faculty office of MCAFA's president.

- 3.8 Members of the bargaining unit shall not suffer a loss of pay if, by mutual agreement of the Board and MCAFA, they participate during working hours in conferences and meetings with the administration that involve or derive from this Agreement.
- 3.9 The Board shall pay the cost of academic dress for adjunct teachers participating in commencement exercises. Such participation is encouraged, but shall be voluntary.
- 3.10 Within forty-five (45) work days from the start of a term, the Board shall provide to MCAFA a list of adjunct teachers employed during that term as well as a list of their assignments.
- 3.11 The Board shall make a reasonable effort to notify adjunct teachers promptly whenever there is an official closing of the College because of natural disaster, inclement weather, or other cause.

#### **SECTION 4 SELECTION OF ADJUNCT TEACHERS**

- 4.1 The immediate supervisor may offer teaching assignments to qualified candidates only after full-time teachers have selected their base and extra-contractual loads.
- 4.2 An adjunct teacher shall inform the immediate supervisor of his or her availability to teach specifying the days of the week and hours of availability, by the third (3<sup>rd</sup>) Monday in September for the Winter term and the third (3<sup>rd</sup>) Monday in March for the Spring/Summer and Fall terms. An adjunct teacher who fails to provide timely notification shall forfeit his or her rights under this subsection for the upcoming term. Except in the Division of Engineering and Advanced Technology and subject to limitations imposed by load restrictions, the available supply of sections, and the qualifications required by Section 5, below, the immediate supervisor shall offer to each adjunct teacher in seniority order two (2) tentative assignments, at the teacher's option, in each term no less than sixty (60) calendar days prior to the first day of classes in the Fall and Winter term and no less than thirty (30) calendar days prior to the first day of classes in the Spring/Summer term. All remaining class sections will be offered to qualified adjunct faculty on the roster based on their declared availability before a new adjunct teacher may be hired in the discipline. An adjunct teacher whose assignments are cancelled or reassigned to full-time teachers, and as a result is left with less than two (2) assignments, shall have the right of reassignment in order of seniority through the day designated for completion of assignment of unassigned sections; an adjunct teacher's load will not exceed two (2) assignments once reassignment takes place. An adjunct teacher whose assignments are cancelled or reassigned to full-time teachers, and as a result is left with two (2) or more assignments, will not have the right of reassignment.
- 4.3 Seniority in a discipline shall be based on an adjunct teacher's date of hire by the College. This seniority date shall be adjusted to reflect any break in service in the discipline that exceeds two (2) years. Adjunct teachers first hired prior to January 1, 1986, shall have a disciplinary seniority date of January 1, 1986, prior to any adjustment. In the event that adjunct teachers have the same date of hire, the number of equated hours taught shall be the deciding factor. An adjunct teacher who has had a break in service that exceeds three years will be removed from the seniority list. Should the adjunct teacher be re-hired by the college, his or her seniority date shall be



established in subsection 5.1. or 5.2 if agreed upon by the Service Committee. It is also recognized that a discipline may contain one or more courses of such specialized nature that the general qualifications standards established in subsection 5.1. or 5.2 are not alone sufficient to indicate the level of expertise required for teaching. In such cases, the special expertise can be demonstrated by a) having verifiable special training in that course or the teaching of that course, b) having successfully completed at least one course in that specialty, or c) having successfully completed seminars or workshops in that specialty.

- 5.5 In addition to meeting the general qualification required by subsection 5.1, 5.2, 5.3 or 5.4, an adjunct teacher must possess the specific course competencies requirements for a course that are published by the department no later than June 1 each year.
- 5.6 Adjunct teachers of an online course must be certified as having completed an administratively approved course in online facilitation appropriate for the offering.
- 5.7 The qualifications for teaching set forth in this section may be modified by the mutual agreement of the parties.

## **SECTION 6 EVALUATION OF PERFORMANCE**

- 6.1 The following procedures shall govern the observation and evaluation of an adjunct's performance of duties:
  - 1. At the start of each term, an adjunct teacher shall be given the adjunct teacher evaluation form, the course syllabus, and the guidelines for the first day handout.
  - 2. The immediate supervisor may authorize a full-time teacher in the area or department to observe the classroom performance of the adjunct teacher from time to time independently of the formal evaluation process described below. The full-time teacher shall notify the adjunct teacher of his or her intent to visit the classroom at least 24 hours in advance.
  - 3. The immediate supervisor may formally evaluate the adjunct teacher from time to time (as provided in Appendix A), and may elect to have a full-time teacher in the area or department participate in the evaluation. The immediate supervisor and the adjunct teacher shall mutually schedule the dates and times of classroom visitations for the purpose of evaluation unless there is reasonable cause for an unscheduled visitation.
  - 4. The evaluation shall be reviewed with the adjunct teacher, who may elect to have a MCAFA representative present during this consultation. The evaluation form attached to this Agreement as Appendix A shall be used to record the adjunct teacher's strengths and weaknesses. If improvements are needed, specific prescriptions and an accompanying timeline shall be presented to the adjunct teacher. The adjunct teacher may respond in writing to the evaluation and attach this response to the evaluation form for placement in the personnel file. To remedy any weaknesses, the adjunct teacher shall take advantage of any College resources that may be prescribed by the immediate supervisor.
  - 5. All evaluative reviews shall be conducted in private and remain confidential.
  - 6. A follow-up observation shall be made in accordance with the timeline presented.
  - 7. Following the second observation, the immediate supervisor and the full-time teacher shall meet with the adjunct teacher and the MCAFA representative to review the

findings of the second observation. These findings shall be documented and contain the comments of those persons involved in the process.

8. An unsatisfactory rating by the immediate supervisor may result in the removal of the adjunct teacher from the roster of candidates or immediate termination of employment and shall not be the subject of a grievance. Just cause as provided in subsection 7.2 shall not be required in the event of termination because of an unsatisfactory evaluation.
- 6.2 An adjunct teacher may be required to administer student evaluations in each assigned section. These evaluations may be considered and used in an administrative evaluation under subsection 6.1. The results of such evaluations shall be recorded on and consistent with the applicable form. The parties may agree to change these forms by mutual agreement. The student evaluation forms will be distributed and completed during class time. Students will be allowed to complete and submit the forms anonymously. The completed student evaluations will be returned in a sealed envelope to the appropriate administrative office.

## **SECTION 7 PERFORMANCE ISSUES AND MISCONDUCT**

- 7.1 The immediate supervisor shall investigate concerns regarding the performance, conduct, or responsibilities of an adjunct teacher and shall take appropriate action, up to and including termination of employment and removal from the roster of candidates. Investigation may include classroom visitation without advance notice. The immediate supervisor shall document the termination of an adjunct teacher's employment or removal of an adjunct teacher from the roster of candidates.
- 7.2 Except as provided by subsection 6.1.7., discipline or discharge of an adjunct teacher may be only for just cause after charges, notice and hearing. All such charges shall be in writing, signed by the appropriate administrator, and filed with MCAFA and the adjunct teacher. The doctrine of progressive discipline shall be observed.
- 7.3 Disciplinary interviews of an adjunct teacher must be held in private and shall remain confidential. The teacher and the MCAFA shall be notified at least one (1) calendar day in advance of the nature of such interviews and be informed of the right to MCAFA representation. If the adjunct teacher chooses to have MCAFA representation, the administration may elect to have representation present at the interview. MCAFA shall be notified in writing of the nature and disposition of the case.

## **SECTION 8 TEACHING RIGHTS AND RESPONSIBILITIES**

- 8.1 An adjunct teacher is entitled to freedom of discussion within the classroom on all matters that are academically relevant to course content as measured by professional standards. In performing teaching duties, an adjunct teacher shall:
  - Uphold the best scholarly and ethical standards of his or her discipline.
  - Demonstrate respect for students as individuals and adhere to his or her role as an intellectual guide and counselor.
  - Make every reasonable effort to foster honest academic conduct and ensure that his or her evaluations of students reflect each student's performance.

- 8.2 An adjunct teacher is to teach his or her assigned classes and maintain appropriate records, including grades, in accordance with Board or administrative policy.
- 8.3 An adjunct teacher has a responsibility to try to achieve course outcomes and objectives and to cover course content as established by the full-time teachers in the area. The adjunct teacher also has the responsibility to provide each student at the beginning of the term a first-day handout that presents, but is not limited to, intended course goals or outcomes, potential grading standards and practices, a tentative schedule of assignments and tests, and any other information required by unit policy. These materials shall also be provided to the immediate supervisor.
- 8.4 An adjunct teacher shall use the textbook(s) selected for the course by the full-time teachers.
- 8.5 An adjunct teacher shall be available for student consultation.
- 8.6 An adjunct teacher shall avoid the impression of speaking or acting on behalf of the College when speaking or acting as a private person.
- 8.7 If College resources, materials and facilities are not used in the development of any product for the purpose of personal profit or gain, the product shall become the sole property of the adjunct teacher together with all attendant benefits. The use of College resources, materials and facilities for the development of any product for the purpose of personal gain may be undertaken only after agreement between the Board and the adjunct teacher.
- 8.8 Adjunct teachers may voluntarily participate in College social, cultural, and professional activities.
- 8.9 An adjunct teacher may not be required to contribute time or work in a department other than his or her own.
- 8.10 The Board shall provide at no charge year-round, conveniently located, well-maintained, lighted and patrolled parking lots limited to full-time and part-time staff.
- 8.11 An adjunct teacher shall be granted one (1) day of paid leave per assignment each term (Fall, Winter, and Spring/Summer).
- 8.12 The College shall make reasonable provisions for the health and safety of adjunct teachers while they are on the College's property or at facilities used by the College during the course of their employment. An adjunct teacher shall not be required to use any equipment that is in an unsafe condition to the extent that it would be likely to cause injury to a person. An adjunct teacher shall be required to use safety equipment at all times when such equipment is provided by the College.
- 8.13 In the exercise of their respective duties and responsibilities, the College, MCAFA, and adjunct teachers shall not discriminate on the basis of race, creed, religion, age, sex, sexual orientation, marital status, political beliefs, union membership or activity, or disability.
- 8.14 An adjunct teacher may participate in programs in the Professional Development Series without charge, especially as envisioned in subsection 6.1.3.

## **SECTION 9 PERSONNEL FILE**

- 9.1 There shall be only one (1), centrally located personnel file maintained for each adjunct teacher.
- 9.2 An adjunct teacher may add to his or her personnel file materials that attest to his or her proficiency and experience. When disciplinary or evaluative material is placed in an adjunct teacher's file, the adjunct teacher shall be furnished with a copy of the material and shall be permitted to write a rebuttal, which shall be attached to the original material in the file.
- 9.3 An adjunct teacher shall have the right, upon request, to examine and have copied the contents of his or her personnel file. Confidential pre-employment credentials of an evaluative nature may be excluded from this review.
- 9.4 Reprimands shall be removed from the personnel file after three (3) years if there has been no intervening discipline.
- 9.5 Data confidentiality shall be promoted by limiting access to the personnel file to appropriate persons.

## **SECTION 10 WORKLOAD LIMITS**

- 10.1 Except as provided in subsections 10.2 and 10.3, an adjunct teacher shall be limited to twenty-two (22) equated hours annually, and no more than ten (10) equated hours in any one term.
- 10.2 If an adjunct teacher's load is below the annual limit or the term limit stated in subsection 10.1 and an additional assignment would cause either of these limits to be exceeded, then that assignment may be taken. This option may be exercised only one time annually.
- 10.3 If an adjunct teacher's load is below the term limit and an additional assignment would cause the term limit to be exceeded, then that assignment may be taken. This option may be exercised in both the Fall and Winter terms as long as the teacher does not teach during the Spring/Summer term.

## **SECTION 11 CONFLICT OF INTEREST**

As educational professionals, adjunct teachers recognize the importance of safeguarding their proper relationship with students and with the College. To this end, it is unethical for an adjunct teacher to benefit from his or her employment to the detriment of a student or the institution. Accordingly, it is unethical for an adjunct teacher to:

1. Coerce or require students to join religious, political, business, charitable, professional, civic, or social organizations, provided that this example does not impair advocacy protected by the 1st Amendment. An adjunct teacher may, of course, recommend that his or her students join professional and/or academic organizations.
2. Coerce or require students to engage in a business transaction from which the adjunct teacher will profit.



filed with the vice president for human resources as well. The selection of the arbitrator shall be in accordance with the rules of the American Arbitration Association.

- 12.8 The arbitral forum is intended to resolve disputes over the interpretation or application of the matters that are specifically covered by this Agreement and that are not excluded from arbitration. The arbitrator shall have no power to add to, subtract from, disregard, or modify any of the terms of the Agreement. The award of the arbitrator shall be final and binding on all parties. The Board and MCAFA shall share the fees and expenses of the arbitrator equally. Any additional costs shall be paid by the party incurring the costs.
- 12.9 No restraining, coercive, discriminatory or retaliatory action of any type shall be taken against an adjunct teacher because of the teacher's desire to file, institute or participate in a grievance.

### **SECTION 13 SERVICE COMMITTEE**

- 13.1 The MCAFA representatives on the Service Committee shall be the president of MCAFA, a MCAFA representative from South Campus, and a MCAFA representative from Center Campus. The Board representatives shall be the vice president for human resources and two (2) designees of the provost.
- 13.2 The Service Committee is a forum in which the parties may discuss and attempt to resolve mutual problems cooperatively. These problems may include, but shall not be limited to, clarification of the meaning of this Agreement and issues arising between the Board and MCAFA that are not covered by the articles of this Agreement. The deliberations and determinations of the Service Committee shall not preclude implementation of the grievance procedure or limit the proper authority of the Board or MCAFA.
- 13.3 Either party may call a meeting of the Service Committee or, with the consent of the other party, invite support or staff personnel to attend.

### **SECTION 14 SEVERABILITY, SCOPE OF AGREEMENT, AND NO STRIKE /NO LOCKOUT PLEDGE**

- 14.1 This Agreement is subject in all respects to the laws of the State of Michigan and the United States with respect to the powers, rights, duties and obligations of the Board, MCAFA, and bargaining unit members. In the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.
- 14.2 In the event that any provision is held void and inoperative, the Board and MCAFA shall enter into immediate collective bargaining negotiations at the request of either party for the purpose of arriving at a mutually satisfactory replacement.

- 14.3 This Agreement represents the full and complete understanding between the parties respecting the wages, hours, and terms and conditions of employment of bargaining unit members. Any matter outside of this Agreement shall not be deemed a part hereof. This Agreement shall supersede any existing rules, regulations, or practices of the Board or the administration that are contrary to or inconsistent with its terms. The Board shall make no changes in wages, hours, or working conditions incorporated into this Agreement or institute any re-organization affecting such wages, hours, or working conditions except after good faith negotiations and agreement of the Board and MCAFA.
- 14.4 MCAFA and its officers, agents, and members agree that during the term of this Agreement there shall be no strikes, slowdowns, boycotts, work stoppages, or any other act that would interfere with the operations of the College. Any violation of the foregoing may be made the subject of disciplinary action or an action for damages. Nothing in this provision shall be construed to restrict the Board to any remedy it may otherwise have under law. The Board agrees that during the term of this Agreement there shall be no lockout of adjunct teachers.

**SECTION 15 PAY RATES**

- 15.1 Effective with the start of the Fall 2007 term, the pay rates per equated hour shall be as follows:

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
\$576.00	\$598.00	\$665.00	\$728.00

Effective with the start of the Fall 2007 term, the pay rate for retired full-time College employees shall be \$891.00 per equated hour.

- 15.2 Effective with the start of the Fall 2008 term, the pay rates per equated hour shall be as follows:

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
\$590.00	\$613.00	\$682.00	\$746.00

Effective with the start of the Fall 2008 term, the pay rate for retired full-time College employees shall be \$913.00 per equated hour.

- 15.3 To be determined. See Section 17.2.

**SECTION 16 ASSOCIATION DUES / AGENCY SHOP**

- 16.1 An adjunct teacher shall, as a condition of employment, 1) on or before thirty (30) calendar days from the first day of active employment or the effective date of this Agreement, whichever is later, join MCAFA or 2) pay a service fee to MCAFA, pursuant to the "Policy Regarding Objections to Political-Ideological Expenditures" and the administrative procedures adopted pursuant to that policy. The service fee shall not exceed the amount of MCAFA dues collected from MCAFA members. An adjunct

teacher may authorize payroll deduction for such fee. In the event that an adjunct teacher shall not pay such service fee directly to MCAFA or authorize payment through payroll deduction, the Board shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of MCAFA, deduct the service fee from the adjunct teacher's wages and remit it to MCAFA.

- 16.2 Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1986), MCAFA has established a "Policy Regarding Objections to Political-Ideological Expenditures." This policy, and the administrative procedures (including the timetable for payment) pursuant thereto, apply only to adjunct teachers who do not join MCAFA. The remedies set forth in this policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim, or complaint by an objecting adjunct teacher concerning the application and interpretation of this Section shall be subject to the grievance procedure set forth in this Agreement.
- 16.3 An adjunct teacher who is a member of MCAFA, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of dues, assessments and contributions to MCAFA as established by MCAFA. Such authorization shall continue in effect from year-to-year unless revoked according to the procedure outlined in the MEA Constitution, Bylaws, and Administrative Procedures.
- 16.4 Pursuant to this Section, the Board shall payroll deduct from each paycheck the dues, assessments, contributions and/or service fees determined by MCAFA, which shall inform the Board of the appropriate deduction for each adjunct teacher for each paycheck.

Amounts deducted as provided above shall be transmitted monthly to MCAFA, along with the name of and respective amount(s) deducted for each adjunct teacher and a statement explaining a) whether the dues, assessment, contribution and/or service fee was determined wholly or in part by a percentage formula, and b) the wage amount used to calculate the respective dues, assessment, contribution, and/or service fee.

Within twenty (20) calendar days of hire, the Board shall inform MCAFA of the name and job title of each newly hired adjunct teacher. The Board shall give MCAFA's forms to each new hire for payroll authorization of dues, assessments, contribution and/or service fee deduction.

- 16.5 Due to certain requirements established in court decisions, the parties acknowledge that the amount of the service fee charged to an adjunct teacher who does not join MCAFA, along with other required information, may not be available and transmitted to the non-joining adjunct teacher until the middle of the school year (December, January, or February). Consequently, the parties agree that the procedures in this Section relating to the payment or non-payment of the representation service fee by a non-joining adjunct teacher shall be activated no earlier than thirty (30) calendar days following MCAFA's notification to the non-joining adjunct teacher of the service fee for the given school year.

**SECTION 17                    TERMINATION AND MODIFICATION**

- 17.1 This Agreement shall be effective as of August 22, 2007, and shall continue in full force through August 21, 2010, subject to the conditions set forth herein.
- 17.2 Either party may give written notice to the other of its desire to negotiate sections no later than June 30, 2010, but not prior to February 1, 2010. Furthermore, either party may give written notice to the other of its desire to re-open this Agreement for negotiating: (1) the pay rate for the third year (Section 15.3) of this Agreement, and (2) the amount of monies to be placed into the wellness and professional development reimbursement fund and the maximum paid out to an individual adjunct teacher no later than June 30, 2009, but not prior to February 1, 2009.
- 17.3 Except as specifically noted herein, collective bargaining meetings between the Board and MCAFA may be called during the term of this Agreement only through the request of one party and the consent of the other party for the purpose of negotiating amendments or modifications of the Agreement, but in no case shall these modifications or amendments become final until they have been ratified by the Board and MCAFA.

COMMUNITY COLLEGE DISTRICT  
OF THE COUNTY OF MACOMB

BY Nancy Falcone Sullivan  
Nancy Falcone Sullivan  
Chairperson, Board of Trustees

BY James Jacobs  
James Jacobs  
President

By Paul W. Coughenour  
Paul W. Coughenour  
Chief Negotiator

MACOMB COLLEGE ADJUNCT  
FACULTY ASSOCIATION

BY Richard Filbey  
Richard Filbey  
President

BY Aaron Sheposh  
Aaron Sheposh  
Uniserv Director / MEA

## Appendix A - Adjunct Faculty Evaluation Form

	<b>I. Subject matter</b>	Superior	Good	Satisfactory	Below Average	Poor
1	Were the objectives made clear and did they relate to the approved outcomes and objectives for the course?					
2	Did the instructor emphasize major concepts?					
3	Did the instructor provide examples to clarify content?					
4	Were students questioned to ascertain their grasp of the subject matter?					
5	Did the instructor appear to have organized the presentation carefully, prior to class time?					
	<b>II. Techniques</b>					
1	Did the instructor encourage student discussion and student questions?					
2	Did the students appear to be reasonably prepared, indicating that the assignment had been clearly given?					
3	Did the instructor demonstrate skill in maintaining student interest and attention?					
4	Was the volume of work suitable to the length of the class period?					
5	Does the instructor use a variety of presentation strategies, including appropriate and available technology?					
	<b>III. Presentation</b>					
1	Was the instructor's voice clear and audible?					
2	Did the instructor use a vocabulary appropriate to the content and class level?					
3	Was the instructor free of distracting mannerisms?					
4	Did the instructor appear to be enthusiastic about the subject matter?					
5	Did the instructor appear to integrate discussion, questions, and the main body of the material in an organized fashion?					
	<b>IV. Student-instructor interaction</b>					
1	Did the students appear to feel at ease?					
2	Was there a reasonable amount of class participation?					
3	Did the instructor correct errors without embarrassing the students?					

		Superior	Good	Satisfactory	Below Average	Poor
4	Did the instructor lead the class without appearing dictatorial?					
5	Did the instructor create a climate of trust and engagement among students while at the same time challenging them to think critically or creatively, about difficult concepts?					
6	Do student evaluations of this and other courses reflect favorably on the teacher's performance?					
	<b>V. Other professional duties</b>					
1	Was a First Day Handout provided to students which included the information required by the College?					
2	Does the instructor meet classes at the assigned days and times, and conduct class for the full assigned period?					
3	Is the instructor available to students outside of class, either in person or via email?					
4	Did the instructor make use of the Academic Alert system for at-risk students, complete and post grades on time, and conduct course assessments if required?					
5	Does the instructor engage in professional development to continually enhance skills and content knowledge?					
6	Are student complaints, if any, resolved in a manner appropriate to the nature of those complaints?					

VI. **Summary of strengths and weaknesses:**

VII. **Prescriptions for improvement (if any):**

Signatures

## **Memorandum Of Agreement**

### Wellness/Professional Development

At the beginning of the Winter 2009 term, the College will place \$35,000 (thirty-five thousand dollars) into a reimbursement fund. The money in the fund will be used for the reimbursement of documented costs incurred by an adjunct teacher for wellness or professional development. An adjunct teacher must be teaching at some point during the academic year to be eligible for reimbursement. The adjunct teacher may submit to the Office of Human Resources one written request with documentation for the reimbursement to a maximum of \$50, pursuant to guidelines established by the Human Resources office. The maximum amount reimbursed from the fund in the 2008-09 academic year will be \$50.00 (fifty dollars) per person up to the maximum of \$35,000 (thirty-five thousand dollars), which will not be rolled over to the next academic year. Additionally, the terms of this Agreement may be re-opened per Section 17.2 of the collective bargaining Agreement.

For MCAFA, M.E.A.

Aaron Sheposh  
Uniserv Director, Higher Education  
Michigan Education Association

For the College

Paul W. Coughenour  
Chief Negotiator

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## **LETTER OF AGREEMENT**

November 24, 2008

The parties will convene a committee consisting of representatives from both sides by no later than the Spring / Summer term to investigate options for part-time teachers to purchase catastrophic health insurance.

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