Association of Adjunct Faculty of
Macomb Community College
Tentative Agreement
June 8, 2021

For the purpose of extending the collective bargaining agreement between the Board of Trustees of the Community College District of the County of Macomb and Association of Adjunct Faculty of Macomb Community College the parties agree to a one year extension as follows:

Economic:

1. **Compensation – Section 15.1 Pay Rates -** Effective with Fall, 2023-2024 contract year two percent (2%) plus step. Pay rates per equated hour will be as follows:

	Step 1	Step 2	Step 3	Step 4
2023/24	$718.39	$799.63	$875.08	$951.15

All other terms of the contract in place for years 2019-2023 will remain in effect through the years 2023-2024 except as provided through this tentative agreement.

MACOMB COMMUNITY COLLEGE

Denise Williams, VP for Human Resources

AAFMCC AFT Local 6533

Jodi Monday, President

AGREEMENT

Between the

BOARD OF TRUSTEES

Of the

COMMUNITY COLLEGE DISTRICT

Of the

COUNTY OF MACOMB

And the

ASSOCIATION OF ADJUNCT FACULTY
OF MACOMB COMMUNITY COLLEGE

August 12, 2019 – August 11, 2023

Macomb
Community College
Education • Enrichment • Economic Development

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

and

ASSOCIATION OF ADJUNCT FACULTY
OF MACOMB COMMUNITY COLLEGE

This Agreement is made on March 19, 2013 by and between the Board of Trustees of the Community College District of the County of Macomb (hereinafter called "the Board") and the Association of Adjunct Faculty of Macomb Community College, (hereinafter referred to as AAFMCC)

The Board and AAFMCC 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 AAFMCC.

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 College and AAFMCC 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 College and AAFMCC 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 College recognizes the Association of Adjunct Faculty of Macomb Community College 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 college 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 College agrees not to recognize or negotiate with any teacher organization or individual other than AAFMCC 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 College and AAFMCC to determine whether such position should be included in the bargaining unit. It will be the responsibility of the VP of Human Resources to advise the president of AAFMCC in writing of postings of all new positions.

1.5 No administrative duties will be added to any position within the bargaining unit that has the effect of removing such position from the bargaining unit without prior negotiation and agreement with AAFMCC.

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 College, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith will 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.

SECTION 3
COLLEGE– AAFMCC RELATIONSHIP

PREAMBLE

This section reflects the College's Institutional Priorities as outlined in the College's Vision 2020 Statement. Specifically, the following articles aim to contribute to the following two objectives:

1. Develop and implement strategies and models to improve student success.
2. Recruit and retain diverse faculty and staff and support their professional and personal development.

Given that part-time faculty are highly valued members of the Macomb Community College teaching staff, the administration acknowledges that Macomb students and the institution overall could benefit from recommendations and instructional initiatives that materialize from committees that include part-time faculty involvement. Granting adjunct faculty opportunities for involvement in initiatives that have a positive impact on student learning establishes a more inclusive model for improving student success. Furthermore, fostering opportunities for adjunct faculty to utilize their expertise and experience beyond the classroom and meaningfully engage with their colleagues authenticates their value and engenders their professional and personal development.

3.1 The College will make available to AAFMCC, 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 AAFMCC will be furnished with an electronic version 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 are also available in the library of each campus and will be posted without attachments in each department unless the Board adopts a policy to post on the internet.

3.3 The president of AAFMCC will be furnished with an electronic version of the approved minutes of each public meeting of the Board at the same time regular distribution is made. Such minutes will also be made available in the library at each campus.

3.4 Items requested by the president of AAFMCC will 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 will not be used as a means of circumventing the grievance procedure of this Agreement.

3.5 Board – AAFMCC arrangements described in subsection 3.4 will 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 will 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 AAFMCC if he or she so chooses.

3.6 Adequate rooms at the College will be provided for AAFMCC 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. AAFMCC members will have the right to transact AAFMCC business on school property provided such activities do not obstruct instructional programs.

3.7 The College will work with the AAFMCC to attempt to provide office and conference room space at either South or Center Campus. It is understood that the decision to provide space will be at the College's discretion. A telephone with voice mail, a computer and access to the College network will be provided in the office of AAFMCC, when and if such space is provided. The AAFMCC prefers that if such space is made available that it be at Center Campus.

3.8 AAFMCC will have the right to use designated 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 AAFMCC.

3.9 Members of the bargaining unit will not suffer a loss of pay if, by mutual agreement of the College and AAFMCC, they participate during working hours in conferences and meetings with the administration that involve or derive from this Agreement.

3.10 The College will pay the cost of academic dress for adjunct teachers participating in commencement exercises. Such participation is encouraged, but will be voluntary.

3.11 The College will provide a "load report" in electronic spreadsheet format to the AAFMCC one (1) time per month which will contain a listing of the adjuncts employed as well as a list of assignments.

3.12 The College will 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.

3.13 For currently established or new committees, councils, or work groups that include adjunct faculty members or committees that would benefit from part-time faculty representation and input, the College will provide opportunities for part-time faculty participation and representation. These committees include but are not limited to the following:

a. The Student Success Council
b. The Adjunct Faculty Engagement Committee
c. The Assessment of Student Learning Committee
d. Other committees that the College deems appropriate

3.14 When the Provost invites a part-time faculty member to participate on established or new committees, councils, or work groups, compensation commensurate with fifty dollars ($50) per contact hour the Provost deems necessary to actively engage and participate will be established and offered. Upon acceptance of the offer by the part-time faculty member, compensation will be paid for participation on a semester by semester basis. A part-time faculty member will not be paid for any hours beyond what was established. Participation by a part-time faculty member on established or new committees, councils, or work groups is not required.

SECTION 4
SELECTION OF ADJUNCT TEACHERS

Preamble: The spirit of Section 4 is to provide for the staffing of classes with the goal of enhancing the opportunity for student success. This goal is achieved when adjunct teachers and the college strive to meet their respective contractual obligations in good faith, each respecting the other in the process of the assignment of classes.

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 will inform the immediate supervisor of their availability to teach specifying the days of the week and hours of availability by the third (3rd.) Monday in September for the winter term and by the third (3rd.) Monday in March for the spring/summer terms, and by the third (3rd) Monday in April for the Fall term. An adjunct teacher in Nursing will inform the immediate supervisor of their availability to teach, specifying the days of the week and hours of availability by the third (3rd) Monday in September for the winter term and by the third (3rd) Monday in March for the spring/summer and fall terms. An adjunct teacher who fails to provide timely notification will forfeit their rights under this Section for the upcoming term.

4.3 Except for Automotive Technology (AUTO), Civil Technology (CIVL), Climate Control Technology (CLCT), Engineering (ENGR), Land Surveying Technology (SURV), Media and Communication Arts (MACA) and Renewable Energy (RNEW), if Engineering and Advanced Technology (EAT) administration require full-time faculty to select their workload for the winter term by the third (3rd) Monday in September, and their workload for the spring/summer and/or fall term by the third (3rd) Monday in March, then adjunct faculty in EAT should be assigned in accordance with this Section 4. All adjunct teachers in EAT will inform the immediate supervisor of their availability to teach pursuant to subsection 4.2. For part-time instructors not assigned in accordance with this Section 4, seniority for two sections will apply. The part-time instructor must exercise this right to assignment within 24 hours of notification and confirm acceptance of the assignment by email to the supervisor, or the right of assignment is lost.

4.4 Subject to limitations imposed by load restrictions, including the yearly hard cap set forth in Section 10.1, the available supply of sections, and the qualifications required by Section 5, the immediate supervisor based on the adjunct instructor's declared availability, will follow seniority order to offer each adjunct teacher two (2) tentative assignments, in each fall and winter term, unless the adjunct teacher has declared on their availability that they prefer to teach one (1) section. Should the adjunct instructor be below the yearly hard cap set forth in Section 10.1 at the conclusion of the academic year (fall and winter semesters), then in the spring/summer term, the immediate supervisor will offer the adjunct

instructor one (1) tentative assignment based on the adjunct instructor's declared availability in seniority order. Should the adjunct instructor be at or above the yearly hard cap set forth in Section 10.1 at the conclusion of the academic year, they will not be eligible for one assignment for spring/summer term until the list has been exhausted. The immediate supervisor will email tentative assignments no less than sixty (60) calendar days prior to the first day of the semester in the fall and winter term and no less than thirty (30) calendar days prior to the first day of the semester in the spring/summer term.

A. Adjunct Instructors will have five (5) work days to respond to assignment offers.

4.5 Subject to the yearly hard cap set forth in Section 10.1.a, 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.

4.6 For the purposes of subsections 4.4 and 4.5, two assignments will be treated as a single assignment if each assignment consists of two (2) equated hours or less.

4.7 All tentative assignments are subject to class cancellation and selection by full-time teachers under the terms of the collective bargaining agreement with the full-time teachers.

4.8 When an adjunct teacher's assigned class is cancelled or reassigned to a full-time teacher seven (7) or more work days prior to the first day of the semester, and as a result is left with less than two (2) assignments for fall and winter term, or left with no assignment in the spring/summer term, the adjunct teacher based on their declared availability will have the right of reassignment to an unassigned section, or to another adjunct teacher's assigned section in order of seniority. The immediate supervisor will notify the adjunct teacher of the class cancellation and the replacement assignment as soon as reasonably possible. The adjunct teacher must exercise this right of reassignment on or before the same time on the following work day of notification and confirm acceptance of the reassignment by email to the supervisor or the right of reassignment is lost. There will be no right of reassignment six (6) work days or less prior to the first day of the semester.

4.9 Once reassignment takes place, an adjunct teacher's load will not exceed two (2) assignments for Fall or Winter term or one (1) assignment for Spring/Summer term or the yearly hard cap set forth in Section 10.1. An adjunct teacher whose assignment(s)are cancelled or reassigned to a full-time teacher or higher seniority adjunct teacher, and, as a result, is left with two (2) or more fall/winter assignments or one (1) or more spring/summer assignments, will not have the right of reassignment.

4.10 In spring/summer term, an adjunct teacher whose assignment(s) is/are cancelled or reassigned to a full-time teacher and, as a result, is left with no assignment will have the right of reassignment based on their declared availability and in seniority order in accordance with 4.8. Once reassignment takes place for spring/summer term, an adjunct teacher's load will not exceed one (1) assignment or the yearly hard cap set forth in Section 10.1. An adjunct teacher, whose assignment(s) is/are cancelled or reassigned to a full-time teacher, and, as a result, is left with one (1) assignment, will not have the right of reassignment.

4.11 An adjunct teacher that has an initial assignment(s) lost to an adjunct teacher with higher seniority will not have the right to reassignment, regardless of how many assignments, if any, that adjunct teacher has remaining.

4.12 An adjunct teacher that accepts an assignment and thereafter withdraws from that assignment fifteen (15) calendar days or less before the start of class is only eligible for a single assignment if the next term is fall or winter, or eligible for no assignment if the next term is spring/summer. An adjunct teacher that accepts an assignment and thereafter withdraws from that assignment fifteen (15) calendar days or less before the first day of classes, and does so two (2) times in a period of three (3) academic years will be removed from the roster of candidates and be ineligible to teach at the College in future semesters. The adjunct's immediate supervisor may excuse a withdrawal based upon extenuating circumstances.

4.13 In the event that an adjunct teacher who had previously accepted two (2) or more assignments is left with only one (1) assignment, under any circumstances, will have the right to withdraw from that one remaining assignment within 24 hours of notification of the loss of assignment(s) without the application of subparagraph 4.12.

4.14 Seniority in a discipline will be based on an adjunct teacher's date of hire by the College. This seniority date will 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, will 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 will serve as 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, their seniority date will be adjusted to reflect the break in service, and, in accordance with Section 15, they will be placed back on the step occupied prior to the adjunct teacher's removal from the seniority list.

4.15 Seniority for adjunct faculty is campus specific (i.e. South Campus, Center Campus, East Campus, and MTEC), except for district wide disciplines, online offerings, or when specified in the discipline plan.

4.16 The College will provide AAFMCC with an electronic updated seniority list of all adjunct teachers on July 1 for use in scheduling the fall term, on November 15 for use in the winter term, and on March 15 for the Spring/Summer term. The list will indicate the date of hire and the amount of seniority in the adjunct teacher's discipline(s). Disputes concerning the accuracy of the list will be filed with the director of human resource management within twenty (20) calendar days of publication of the list. Should there be no satisfactory resolution within twenty (20) calendar days of the filing of the dispute the adjunct teacher will have the right to initiate a grievance at step 3 of the grievance procedure.

4.17 Participation in an administratively prescribed orientation program is mandatory for adjunct teachers employed for the first time.

4.18 All adjunct teaching assignments will be made without discrimination as to sex (including sexual harassment), race, age, color, religion, national origin or ancestry, sexual orientation, political beliefs, marital status, or membership or participation in any political, professional, or union organization.

SECTION 5
TEACHING QUALIFICATIONS

5.1 The minimum general qualification requirement for Arts and Sciences general education courses will be a master's degree in subject matter directly related to the course to be taught, a master's degree in another field and twenty (20) graduate semester hours in the discipline (which may be part of the master's degree course work), or thirty (30) graduate semester hours in the teaching discipline as a part of a program leading to a degree higher than a master's degree.

5.2 The minimum general qualification requirement for Career Preparation occupational education courses will be a master's degree in subject matter directly related to the course to be taught or a combination of formal education, specialized training, and recent experience which equates to a master's degree.

5.3 Adjunct teachers of courses that are designed to present and develop occupational skills will have at least two (2) years of experience in the occupational area concerned.

5.4 For certain courses of a specialized nature, such as physical education activities/skill classes (e. g., first aid, skiing, or golf), the general qualifications may differ from those 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.

5.8 The College will provide notice of all fulltime teaching vacancies as they appear on the college intranet and internet websites.

5.9 An adjunct instructor who possesses the qualifications for a newly created adjunct assignment in another department, area, or campus will have the right to request consideration for an interview.

5.10 All newly-hired adjunct teachers are on probationary status for two (2) academic years or until they teach 22 equated credit hours, whichever is longer from the date of original hire. During this probationary period, the supervisor may remove the adjunct teacher from the roster of candidates or terminate employment and these actions will not be the subject of a grievance, nor will Section 7.3 apply.

SECTION 6
EVALUATION OF PERFORMANCE

6.1 The following procedures will govern the observation and evaluation of an adjunct's performance of duties:

1. At the start of each term, an adjunct teacher will 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 will 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 will 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 will be reviewed with the adjunct teacher, who may elect to have an AAFMCC representative present during this consultation. The evaluation form attached to this Agreement as Appendix A will be used to record the adjunct teacher's strengths and weaknesses. If improvements are needed, specific prescriptions and an accompanying timeline will 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 will take advantage of any College resources that may be prescribed by the immediate supervisor.

5. All evaluative reviews will be conducted in private and remain confidential.

6. A follow-up observation will be made in accordance with the timeline presented.

7. Following the second observation, the immediate supervisor and the full-time teacher will meet with the adjunct teacher and the AAFMCC representative to review the findings of the second observation. These findings will 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 will not be the subject of a grievance. Just cause as provided in subsection 7.2 will 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 will 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 will investigate concerns regarding the performance, conduct, or responsibilities of an adjunct teacher and will 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 will document the termination of an adjunct teacher's employment or removal of an adjunct teacher from the roster of candidates.

7.2 Notwithstanding Section 6.1 and 7.3, an immediate supervisor may develop a written Performance Improvement Plan (PIP) for an Adjunct instructor. The PIP must include the areas of needed improvement, a plan for successfully meeting the requirements for improvement, and a time line for review of improvement. Should the immediate supervisor determine that the improvement required has not been obtained, the immediate supervisor may remove the adjunct instructor from the roster of candidates or immediately terminate employment and the decision will not be the subject of a grievance. Just cause as provided in Section 7.3 will not be required in the event of a removal from the roster or a termination due to the failure to meet the requirements of a Performance Improvement Plan. When the improvement plan has been met any written documentation will be expunged immediately.

7.3 Except as provided in subsection 5.10, 6.1.8, and 7.2, discipline or discharge of an adjunct teacher may be only for just cause after charges, notice and hearing. All such charges will be in writing, signed by the appropriate administrator, and filed with AAFMCC and the adjunct teacher. The doctrine of progressive discipline will be observed.

7.4 Disciplinary interviews of an adjunct teacher must be held in private and will remain confidential. The teacher and the AAFMCC will be notified at least one (1) calendar day in advance of the nature of such interviews and be informed of the right to AAFMCC representation. If the adjunct teacher chooses to have AAFMCC representation, the administration may elect to have representation present at the interview. AAFMCC will 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 will:

- 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 will also be provided to the immediate supervisor.

8.4 An adjunct teacher will use the textbook(s) selected for the course by the full-time teachers.

8.5 An adjunct teacher will be available for student consultation.

8.6 An adjunct teacher will 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 will 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 College 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 College will 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 will be granted one (1) day of paid leave per assignment each term (Fall, Winter, and Spring/Summer).

8.12 The College will 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 will 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 will be required to use safety equipment at all times when such equipment is provided by the College.

8.13 An adjunct teacher may participate in programs in the Professional Development Series without charge, especially as envisioned in subsection 6.1(3).

8.14 An adjunct instructor may request approval by his or her immediate supervisor for a leave of absence for professional development purposes for a period of no more than 3 years. Leave time must be continuous. In order to be considered for professional development leave, the adjunct must submit a written request with documentation of the educational plan to the immediate supervisor 90 days prior to the start of the first semester of leave. Seniority will not accrue during a leave, however the instructor will not be removed from the approved list of candidates on account of being absent from teaching during the leave. Sixty (60) days prior to the return from professional development leave, the adjunct must provide proof of completion of the approved professional development activity to immediate supervisor.

SECTION 9
PERSONNEL FILE

9.1 There will 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 will be furnished with a copy of the material and will be permitted to write a rebuttal, which will be attached to the original material in the file.

9.3 An adjunct teacher will 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 will be automatically removed from the personnel file after three (3) years if there has been no intervening discipline. After two years without intervening disciplinary matters, an adjunct teacher may petition HR to remove the reprimand from their personnel file.

9.5 Data confidentiality will be promoted by limiting access to the personnel file to appropriate persons.

SECTION 10
WORKLOAD LIMITS

10.1 An adjunct teacher will be limited to twenty- four (24) equated hours per academic year, which will be known as the "yearly hard cap", and no more than twelve (12) equated hours in any one term.

10.2 At the discretion of the College an assignment may be made in excess of the term or yearly hard cap as set forth in 10.1

SECTION 11
CONFLICT OF INTEREST

11.1 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:

A. 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.

B. Coerce or require students to engage in a business transaction from which the adjunct teacher will profit.

C. Solicit or engage in a sexual act or unlawful activity with a student.

D. Compete with Macomb Community College offerings by a) soliciting or otherwise exerting pressure on students to avail themselves of such services or course offerings, or b) using a course syllabus or other instructional materials provided by Macomb Community College in teaching at other institutions. However, it is entirely permissible for an adjunct teacher to teach at other institutions.

E. Disclose confidential information acquired by virtue of his/her position to a competitor of the College.

F. Accept any tangible or intangible property (unless de minimus) in return for an action or forbearance or the exercise of influence in a College matter.

h

The term "student" as used here is defined as a student who is currently enrolled in the adjunct teacher's class.

SECTION 12
GRIEVANCE PROCEDURE

12.1 A grievance is defined as an allegation by AAFMCC that there has been a violation of this Agreement. All written grievances will be submitted on forms provided by the College.

12.2 All discussions will be kept confidential during the procedural stages of the resolution of a grievance. Each party to this Agreement will furnish to the other party any information in its possession that is necessary for the proper resolution of a grievance.

12.3 There will be strict adherence to the time limits specified in this procedure except when a time limit, in any specific instance, is extended by mutual agreement of the parties. The failure of the College to answer a grievance within the specified time limit will automatically move the grievance to the next step in the procedure.

12.4 An aggrieved adjunct teacher will be entitled to representation by AAFMCC at each step of the grievance procedure. This representation will include all individuals designated by AAFMCC to appear on behalf of the grievant and AAFMCC. Similarly, the College will have the right to designate individuals to appear on its behalf in addition to the administrators identified in subsection 12.6.

12.5 A grievance must be submitted at the appropriate step within twenty (20) work days from the date of the alleged violation or the date the cause of the grievance becomes known, whichever is later, and answered within twenty (20) work days from the date it is submitted. A step may be bypassed if the administrator does not have jurisdiction over the cause of the grievance.

12.6 AAFMCC may initiate a grievance at step one by discussing the cause of the grievance with the immediate supervisor. If the grievance is not resolved through informal discussion with the immediate supervisor, AAFMCC may submit a written grievance to the divisional dean (step two). If the grievance is not resolved at step two, AAFMCC may submit the written grievance to the vice president for human resources (step three).

12.7 If the grievance is not resolved at step three, AAFMCC may file a demand for arbitration with the American Arbitration Association within twenty (20) work days from the date the answer was received at step three. A copy of this demand for arbitration will be filed with the vice president for human resources as well. The selection of the arbitrator will 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 will have no power to add to, subtract from, disregard, or modify any of the terms of the Agreement. The award of the arbitrator will be final and binding on all parties. The College and AAFMCC will share the fees and expenses of the arbitrator equally. Any additional costs will be paid by the party incurring the costs.

12.9 No restraining, coercive, discriminatory or retaliatory action of any type will 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 AAFMCC representatives on the Service Committee will be the president of AAFMCC and two (2) other AAFMCC members.
The College representatives will be the vice president for human resources and two (2) designees of the provost.

13.2 The Service Committee is a forum which meets once every two months during the academic year designed to facilitate improve regular communication between AAFMCC and The College. At Service Committee meetings, the parties will discuss and attempt to cooperatively resolve mutual problems. Service Committee Meetings may include, but will not be limited to conversations that aim to clarify, meaning of this Agreement and discussions about issues that are not currently addressed in this contract that affect the working conditions of the adjunct faculty, the students who they serve, or the relationship between the College and AAFMCC The deliberations and determinations of the Service Committee will not preclude implementation of the grievance procedure or limit the proper authority of the College or AAFMCC.

13.3 The Vice President for Human Resources and AAFMCC will decide upon a mutually agreeable schedule and locations for the service committee meetings by August 14 for the fall semester and by December 15 for the winter semester. During the spring/summer terms, either party may request to meet at a mutually convenient time and location. Meeting agendas will be mutually agreed upon by

both parties, and with the consent of the other party, either party may invite support or other college personnel to attend.

13.4 A record of the Service Committee meeting minutes and reports will be maintained at the Human Resource Office and copies will be emailed to the AAFMCC President within ten (10) working days of each meeting. The Vice President for Human Resources will report to the Service Committee the disposition of any recommendation.

13.5 The Service Committee will not be subject to the provisions of section 3.5.

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 College, AAFMCC, and bargaining unit members. In the event that any provision of this Agreement will 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 will be void and inoperative; however, all other provisions of this Agreement will continue in effect.

14.2 In the event that any provision is held void and inoperative, the ~~Board~~ College and AAFMCC will 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 will not be deemed a part hereof. This Agreement will supersede any existing rules, regulations, or practices of the College or the administration that are contrary to or inconsistent with its terms. The College will 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 College and AAFMCC.

14.4 AAFMCC and its officers, agents, and members agree that during the term of this Agreement there will 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 will be construed to

restrict the College to any remedy it may otherwise have under law. The ~~Board~~ College agrees that during the term of this Agreement there will be no lockout of adjunct teachers.

SECTION 15
PAY RATES

15.1 Effective with the start of the Fall, 2019 semester, New Pay Rates per equated hour will be as follows:

	Step 1	Step 2	Step 3	Step 4
2019/20	$673.53	$749.71	$820.44	$859.63
2020/21	$683.63	$760.96	$832.75	$887.57
2021/22	$693.89	$772.37	$845.24	$909.76
2022/23	$704.30	$783.95	$857.92	$932.50

Adjuncts progress one step with the completion of teaching twenty-four equated hours or four terms, whichever is sooner.

The rate for Step 9 will be $913 per equated hour for the duration of this contract.

Paid Time Off – Adjunct teachers will be allowed up to five (5) consecutive days paid funeral leave for each bereavement in their immediate family. Immediate family is defined as an adjunct teacher's or their spouse's/partner's parents, grandparents, brothers, sisters, children, and grandchildren.

15.3 The College will provide to AAFMCC $10,000 annually during the term of this contract to reimburse eligible adjunct teachers for a limited amount of credit and/or continuing education classes, but not registration and course related fees. The College will provide AAFMCC an additional $5,000 annually to reimburse eligible adjunct faculty, their spouses and legal dependents tuition for all credit and continuing education classes taken at Macomb Community College. Reimbursement will be at the In-district rate. The executive committee of AAFMCC will manage the program and establish the eligibility and the amount of reimbursement available to each participant. In the first semester that an adjunct teacher is no longer on the seniority roster, their eligibility to participate in this program will end on the last day of the month of that semester. The participant will pay all tuition and fees and apply for reimbursement with AAFMCC by the College's due date. Reimbursement of tuition will only be made upon successfully completing a credit class with at least a grade of C, and/or a continuing education class with satisfactory attendance and participation. The executive committee of AAFMCC will regularly review participation in this program and may modify eligibility and amounts.

15.4 Compensation for temporary substitute teaching will be paid at the rate of twenty-five dollars ($25.00) per contact hour when requested by the supervisor and accepted by the teacher. Pay for substitute teaching will be granted only for absences which have been charged to the absent teacher.

SECTION 16
ASSOCIATION DUES

16.1 An adjunct teacher upon being hired, will have the option of 1.) joining AAFMCC or 2.) opting out of AAFMCC.

16.2 An adjunct teacher who is a member of AAFMCC, or who has applied for membership, may sign and deliver to the College an assignment authorizing deduction of dues, assessments and contributions to AAFMCC as established by AAFMCC. Such authorization will continue in effect from year-to-year unless revoked by the adjunct teacher.

16.3 Pursuant to this Section, the College will payroll deduct from each paycheck the dues, determined by AAFMCC, which will inform the College of the appropriate deduction for each adjunct teacher for each paycheck.

Amounts deducted as provided above will be transmitted monthly to AAFMCC, along with the name of and respective amount(s) deducted for each adjunct teacher.

Within twenty (20) calendar days of hire, the College will inform AAFMCC of the name and job title of each newly hired adjunct teacher.

The College will give AAFMCC's forms to each new hire for payroll authorization of dues, assessments, contribution and/or service fee deduction. The College will promptly remit all signed and processed forms to the AAFMCC executive board.

16.4 AAFMCC accepts full responsibility for the authenticity of each authorization for the deduction of dues for teachers who fail to sign an authorization. AAFMCC will indemnify and save College harmless against any and all claims, demands, suits or other forms of liability that will arise out of or by reason of any actions taken or not taken by College under the terms of this Agreement. College will not be liable to AAFMCC by reason of the requirements of this Agreement for the remittance or payment of any sum other than those constituting actual dues, assessments, contributions and or service fee deductions made from wages earned by teachers, said deductions only to be made in accordance with this Agreement.

SECTION 17
TERMINATION AND MODIFICATION

17.1 The term of the Contract will be August 12, 2019 through August 11, 2023.

17.2 Except as specifically noted herein, collective bargaining meetings between the College and AAFMCC 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 will these modifications or amendments become final until they have been ratified by the membership of the AAFMCC and the College.

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Appendix A – Adjunct Faculty Evaluation Form

	I. Subject matter	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?					
	II. Techniques					
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?					
	III. Presentation					
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?					
	IV. Student-instructor Interaction					
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?					
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?					
	V. Other professional duties					
1	Was the 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:

Appendix B – Definitions

Work Day: 24 hours between Monday and Friday, excluding institutional holidays and institutional breaks.

This agreement entered into this 19th day of August 2019.

THE BOARD OF TRUSTEES OF THE COMMUNITY COLLEGE DISTRICT OF THE COUNTY OF MACOMB

By: _____
Katherine Lorenzo
Its: Chair

By: _____
James O. Sawyer
Its: President

By: _____
Denise Williams
Vice President, Human Resources

ASSOCATION OF ADJUNCT FACULTY OF MACOMB COMMUNITY COLLEGE

By: _____
Jodi Monday
Its: President

By: _____
Jeffrey T. Kass
Its: Vice President

By: _____
Sonya Alvarado
Its: AFT Michigan Rep