AFT Local 6526

# AGREEMENT

**between the**

**BOARD OF TRUSTEES**

**of the**
**COMMUNITY COLLEGE DISTRICT**

**of the**
**COUNTY OF MACOMB**

**and the**

**MACOMB COMMUNITY COLLEGE FACULTY ORGANIZATION**

**SEPTEMBER 28, 2023 - AUGUST 15, 2026**

## TABLE OF CONTENT

PURPOSE AND INTENT ..... 1

ARTICLE I RECOGNITION ..... 2

ARTICLE II BOARD OF TRUSTEES RIGHTS AND DUTIES ..... 3

ARTICLE Ill MCCFO - BOARD OF TRUSTEES RELATIONSHIP ..... 3

ARTICLE IV CONDITIONS OF EMPLOYMENT ..... 8

ARTICLE V TEACHERS' RIGHTS ..... 10

ARTICLE VI TEACHER RESPONSIBILITIES ..... 13

ARTICLE VII PROBATION AND PERMANENT STATUS ..... 15

ARTICLE VIII PROCESSING OF COMPLAINTS ..... 17

ARTICLE IX SPECIALLY FUNDED AND TEMPORARY (NON-PERMANENT TRACK) POSITIONS ..... 19

ARTICLE X RESIGNATION AND RETIREMENT ..... 20

ARTICLE XI COLLEGE CALENDAR ..... 21

ARTICLE XII TEACHERS' REGULAR WORKLOAD AND CLASS SIZE ..... 21

ARTICLE XIII TEACHING FACILITIES ..... 27

ARTICLE XIV EXTRA-CONTRACTUAL, SUPPLEMENTAL, SPRING/SUMMER AND REASSIGNED TIME ASSIGNMENTS ..... 27

ARTICLE XV PROFESSIONAL GROWTH ..... 30

ARTICLE XVI PROFESSIONAL LEAVES OF ABSENCE ..... 31

ARTICLE XVII PERSONAL LEAVES ..... 33

ARTICLE XVIII PERSONAL BUSINESS LEAVE ..... 36

ARTICLE XIX JURY DUTY ..... 36

ARTICLE XX SICK DAYS ..... 36

ARTICLE XXI METHODS OF COMPENSATION ..... 37

ARTICLE XXII CREDIT FOR PREVIOUS EXPERIENCE ..... 38

ARTICLE XXIII INSURANCE ..... 39

ARTICLE XXIV OTHER FRINGE BENEFITS ..... 41

ARTICLE XXV CONFORMITY TO LAW ..... 42

ARTICLE XXVI MATTERS CONTRARY TO AGREEMENT ..... 42

ARTICLE XXVII SELECTION OF PROFESSIONAL STAFF ..... 42

ARTICLE XXVIII STAFF REDUCTION ..... 43

ARTICLE XXIX SENIORITY ..... 44

ARTICLE XXX ABSENCE POLICY ..... 46

ARTICLE XXXI EVALUATION OF PROFESSIONAL STAFF ..... 47

ARTICLE XXXII SERVICE COMMITTEE ..... 49

ARTICLE XXXIII TERMINATION AND MODIFICATION ..... 50

APPENDIX A FACULTY SALARY SCHEDULE ..... 49

APPENDIX B FACULTY PAY DATES ..... 51

APPENDIX C DEFINITIONS ..... 52

APPENDIX D GRIEVANCE PROCEDURE ..... 53

APPENDIX E ACADEMIC CALENDARS ..... 55

APPENDIX F AREAS ..... 59

APPENDIX G ADJUNCT TEACHERS ..... 65

APPENDIX H AREA PLAN ..... 67

DECLARATIONS ..... 68

LETTERS OF AGREEMENT ..... 69

# AGREEMENT
# between BOARD OF TRUSTEES
# of
# COMMUNITY COLLEGE DISTRICT OF THE COUNTY OF MACOMB
# and
# MACOMB COMMUNITY COLLEGE FACULTY ORGANIZATION

THIS AGREEMENT is made this 28th day of September, 2023, by and between the Board of Trustees of the Community College District of the County of Macomb (hereinafter called the "Board") and the Macomb Community College Faculty Organization for the period covered in Article XXXIII.

## PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly labor relations for the mutual interest of the Board and the Faculty Organization.

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

The parties also recognize that an important element in the relationship between the Board and the Faculty Organization 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. With consideration to the fact that our collective staff represents professionalism and expertise in many areas, 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 and enhance a spirit of mutual communication and collaboration in creating an environment that maintains and enhances the quality of curriculum, instruction and services which support student learning and success.

To these ends, the Board and the Faculty Organization encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all teachers, and further affirm their joint commitment to maintaining the best scholarly, professional, and ethical standards of their respective professions.

Terms-For the purpose of clarifying terms used in this document, see Appendix C attached hereto.

## ARTICLE I RECOGNITION

A. 1. The Board recognizes the Macomb Community College Faculty Organization, hereinafter referred to as MCCFO, as the sole and exclusive bargaining agent as defined in Section 11 of Act 336, Public Acts of 1947 as amended, and as described in the "Certification of Representative" Case No. R66 K-421, January 11, 1967, by the State of Michigan Labor Mediation Board, for all full-time teachers, counselors, academic advisors, librarians, research assistants, teachers employed in the learning and academic assessment centers, teachers employed as auto service manager/teacher, internship-clinical-service coordinators, apprentice coordinators, teacher-coordinators, and teachers on special assignment; but excluding administrators, deans, associate deans, executive directors, directors, head librarians, coordinators, all supervisors, adjunct teachers, administrative interns and all other employees.

2. Any job title not included in, nor specifically excluded from the bargaining unit, in Article I.A.1., must be subjected to negotiation between MCCFO and the Board to determine whether such position should be included in the bargaining unit. It shall be the responsibility of the vice president of human resources to advise, in writing, the president of MCCFO of all postings of new bargaining unit positions.

3. Any other employee in an administrative or supervisory position or on a salary schedule other than that for teachers is also excluded from the bargaining unit.

4. All members of the bargaining unit shall hereinafter be referred to as "teachers" unless otherwise specifically noted.

5. Any teacher temporarily allowed to perform other duties at the College involving reassigned time from their full-time duties or any portion thereof, shall still be considered as a full-time teacher as long as said reassigned time does not violate Article I.A.1.3. and 6. hereof.

6. No administrative duties shall be added to any position within the bargaining unit which has the effect of removing such position from the bargaining unit without prior negotiation and agreement with MCCFO.

7. Non-bargaining unit members shall not be permitted to assume the professional duties of bargaining unit positions as defined in Article I.A 1., except as specified in Articles IX; XIV.A.5. and B.3.; and Appendix G of this agreement.

B. The Board agrees not to recognize or negotiate with any teacher organization or individual other than MCCFO on matters concerning wages, hours, or working conditions for the duration of the agreement or during any extension of this agreement.

C. Proper negotiations and the administration of collective bargaining entail expenses. In the event a teacher shall not join MCCFO by executing an authorization for full dues deduction, MCCFO may ask that teacher to pay MCCFO a fee representing that teacher's proportionate share of MCCFO's negotiation, contract administration, and maintenance expenses.

D. MCCFO agrees to maintain its eligibility to represent all teachers by continuing to admit persons to membership without discrimination if they qualify under the definition described in Article I.A.1. and to represent all teachers equally regardless of membership in any other teacher organization.

E. This agreement shall supersede any individual contracts, existing rules, regulations, or practices of the Board or the administration which shall be contrary to, or inconsistent with its terms. The Board shall make no changes in hours, wages, or working conditions of teachers incorporated in this agreement or institute any re-organization affecting such hours, wages, and working conditions except after good faith negotiation and agreement between the Board and MCCFO.

F. The College will make a printable copy of each new master agreement accessible to every MCCFO member. The master agreement is also located on the transparency page of the College website.

## ARTICLE II BOARD OF TRUSTEES RIGHTS AND DUTIES

A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, all rights, powers, authorities, duties, and responsibilities conferred upon and vested in it by the statutes and the Constitution of Michigan.

B. The exercise of these rights, powers, authorities, duties and responsibilities by the Board and the adoption of such rules, regulations, and policies as it may deem necessary shall be consistent with such statutory and constitutional provisions and shall be consistent with the terms of this Agreement, where applicable.

C. The Board has the legal responsibility and the right to manage its operations: including the right to (A) hire, assign, schedule, discipline, and discharge faculty members; (B) determine and schedule the academic year; (C) locate or relocate its physical facilities and equipment; (D) control of all its property; except as limited by this agreement. The Board maintains those rights which are established by the State of Michigan and other applicable laws.

## ARTICLE III MCCFO - BOARD OF TRUSTEES RELATIONSHIP

Unless otherwise required hereinafter, delivery via email of any communication to the president of MCCFO shall satisfy the communication requirements of this agreement.

A. The Board shall make available to MCCFO, upon request, all statistics and financial information, related to Macomb Community College and in possession of the Board, as are necessary for negotiation of collective bargaining agreements.

B. The president of MCCFO shall be furnished with a digital copy of the agenda of each public meeting of the Board with all non-confidential attachments at the same time regular distribution is made. The agenda, without attachments, shall be posted on the College website.

C. The president of MCCFO shall be furnished with a digital copy of the approved minutes of each public meeting of the Board at the same time regular distribution is made. The minutes shall also be made available on the college's website.

D. Items requested by the president of MCCFO shall appear on the Board agenda provided written notification of the nature of such items is submitted to the college president's office by noon, Tuesday, preceding a regularly scheduled meeting. However, this provision shall not be used as a means of circumventing the grievance procedure of this agreement.

E. MCCFO-Board arrangements described in Article III.D. shall not preclude appearances by teachers acting on their own behalf on issues other than wages, hours, working conditions, or grievances before the Board in the manner prescribed below:

   1. The teacher shall submit a written statement to the president of the college detailing the nature of the item(s) to be presented at least ten (10) working days prior to the regular meeting date. The teacher may also submit a copy to the president of MCCFO if they so choose. The teacher shall be notified of the time and place to appear before the Board at least five (5) working days prior to the meeting.

F. Provisions shall be made that the hours 2-4 p.m. on the first and third Fridays of each month be reserved for meetings of MCCFO at the call of the president of MCCFO. The second and fourth Fridays may be used for meetings of the various committees on which teachers participate. Meetings called in accord with these provisions shall take precedenceover all

other meetings involving MCCFO members. One meeting of MCCFO may be scheduled on each campus during the faculty development days at the beginning of each semester.

G. Adequate rooms at the College shall be provided for MCCFO meetings and special programs, provided that arrangements are made at least two (2) days in advance with the administration, and provided that no cancellation of the instructional program will result. MCCFO members shall have the right to transact MCCFO business on school property provided such activities do not obstruct instructional programs.

H. The Board shall continue to provide MCCFO with an office and conference room. These facilities shall be adequately equipped and furnished so as to provide for the effective disposition of the business of MCCFO.

I. MCCFO shall have the right to use bulletin boards in each department, division or area and other media of teacher communication for MCCFO business provided all such materials areclearly identified with the name of the person originating the same.

J. Members of the bargaining unit who by mutual agreement between MCCFO and the Board participate during working hours in conferences and meetings with the administration, which involve or derive from this collective bargaining agreement, shall suffer thereby no loss of pay.

K. 1. The Board shall grant to the president and grievance coordinator of MCCFO and bear the cost of reassigned time from one-quarter of their normal teaching loads (four credit hours each) each semester for the purposes of implementing the terms of this contract.

2. The Board shall also provide MCCFO the option to purchase reassigned time for the chief negotiator of MCCFO not to exceed one-half of their normal teaching load each semester, and the option to purchase reassigned time for the president of MCCFO not to exceed one-quarter of their normal teaching load each semester.

3. The president of MCCFO, senators of MCCFO, and negotiators for MCCFO shall be assigned no extracurricular activity assignments unless voluntarily assumed. The application of this provision to negotiators who are not senators shall occur only during the semester and spring/summer term if necessary, during which collective bargaining istaking place.

4. MCCFO members serving as president, chief negotiator, and grievance coordinator shall be given priority in the scheduling of their assignments. This special consideration will be given throughout their term in office. If two or more of the above leadership positions reside within the same department, the priority of scheduling of assignments shall occur in the following order: (1) president; (2) chief negotiator; (3) grievance coordinator.

L. The cost of academic dress for teachers who participate in commencement exercises shall be paid by the Board. Such teacher participation is encouraged but shall be voluntary.

M. Campus and District Committees

1. Prior to the structuring and establishing of any campus or district level committee which involves faculty participation, the charge to such committee shall be mutually agreed upon by the Board and MCCFO. The provisions of this section shall not apply to operational meetings called pursuant to Article VI.A.

2. If MCCFO fails to respond to a request for assistance in the formulation of such a committee within thirty (30) days, the committee may be established unilaterally. Campus and district committees may create advisory sub-committees to expedite

their operations. The charges to such sub-committees must be of an advisory and informational nature and may not be broader than the general charge to the parent committee. Such advisory sub-committees can only submit their findings to the parent committee.

3. Standing committee structure

| | Faculty Staffing: | Administration Staffing: |
|---|---|---|
| Curriculum | 9 | 5 |
| Standards | 6 | 3 |
| Professional Practices | 5 (1 co-chair) | 5 (1 co-chair) |
| Instructional Technology Advisory (ITAC) | 5 (1 co-chair) | 5 (1 co-chair) |

Five administrators will be appointed by the Provost and will include Student Services as well asLearning Unit Administrators.

N. Staffing, Procedures and Functions

For the purpose of carrying out the educational task of the institution in an efficient manner, and to provide an effective framework for teacher participation in areas appropriate to their professional responsibility and concern, standing committees shall be established according to M. above.

1. a. The teacher representatives are to be appointed by MCCFO after consultation with the provost for the duration of this contract. The administrative representatives are to be appointed by the provost after consultation with MCCFO.

   b. The routine operational procedures of the committees shall be developed within the respective committees. The external procedures governing committee formation, jurisdiction, reporting, and recommendations, as well as the provision of support services, shall comply with M. and O. herein.

   c. Teachers appointed to serve on a standing committee, for the period of their appointment, shall be given priority in selecting their teaching assignments. This priority does not include the right to select assignments already selected by others.

2. Functions

   Each standing committee shall be charged with the following responsibilities:

   a. **Standards Committee,** this committee shall:

      1) Recommend changes to policies and procedure concerning admission and retention of students, student attendance and withdrawal, grading, course syllabi, and other appropriate academic policies and procedures;

      2) Review the evaluation of a probationary teacher whose contract was not renewed and determine whether the teacher was given written warning and adequate time and support to correct the deficiencies that formed the basis of the recommendation for discharge as specified in Article VII.B. of the MCCFO Contract.

      3) Review and recommend changes to the academic program student handbooks. Once reviewed, the academic program student handbooks will be sent to the Provost for final approval.

4) Review a student's grade appeal when the student believes that a final grade was issued in clear contravention of the instructor's grading policy specified in the course syllabus or the Board of Trustees Grading, Reports and Symbols policy.

   a. The committee shall not automatically review the published grading and practices of the teacher; however, if the student raises an issue with the their grade based on that instructor's grading policy, the committee will review the discrepancy but it shall not substitute its own subjective or qualitative judgment for that of the teacher.

   b. The committee's authority to change a grade shall be limited soley to cases where it is clearly demonstrated that the teacher has without just cause violated the published grading standards and practices in the issuance of a final grade.

   c. If a student believes a faculty member has issued a final grade in violation of the the faculty member's published grading standards or practices, the student must follow the Grade Complaint Procedure as listed in the Student Rights and Responsibilities Handbook (http://www.macomb.edu/resources/college-policies/attachments/Student-Rights-Responsibilities.pdf).

   d. Once the student initiates the grading review process (file the petition and all necessary paperwork with the Associate Dean on or before the following deadlines:

March 1 for the previous Fall Semester, July 1 for the previous Winter Semester, and October 1 for the previous Spring/Summer Semester, the following process will occur:

1. The Standards Committee will notify the teacher, giving the teacher a copy of the appeal.
2. The teacher shall have the right to respond by presenting their position to the committee in person or in writing before a decision is reached.
   a. The teacher must provide any written documentation of his or her position no later than 10 days before the Stands Committee meeting where his or her appeal will be heard.
   b. The teacher must notify the committee of their intention to attend and present no later than ten (10) days before the Standards Committee meeting where his or her appeal will be heard.
   c. If the teacher chooses to attend, they will be limited to a five (5) minute presentation, following by a five (5) minute question and answer period with the Standards Committee members.
3. The Standards Committee will notify the teacher and the administration in writing of the committee's decision and the reasons for the decision.
4. A decision to change a final grade shall require a unanimous affirmative vote of the six (6) faculty members (this includes the chairperson) of the committee.
5. If a conflict of interest shall arise, a committee member will recuse themselves from the vote. A decision to change a final grade shall require a unanimous vote of the remaining faculty members.
   a. Conflicts of interest may include, but are not limited to:
      - Student appeals against a committee member or a committee

member's relative.

- Student appeals made by a committee member or a committee member's relative.

6. These review powers shall not be delegated to any sub-committee.
7. The decision of the committee shall be final.
8. The student cannot also appeal such allegation through the student complaint process (Article VIII).
9. The finding of this process shall not be the basis for disciplinary action against the teacher.
10. Special Note: The Academic Standards Committee meetings can occur when needed (as necessary) in order to resolve student issues within a timely manner.

b. **Curriculum Committee,** this committee shall:

Recommend criteria and policies for the creation, evaluation, continuation, revision, and deletion of all course and program offerings in all district and campus divisions of the College;

Recommend new courses and programs from proposals submitted to them;

Review existing courses and programs for their appropriateness for continuation, revision, or deletion;

Recommend requirements for all degrees and certificates awarded by the College inall of its various divisions/departments; and

Recommend catalog descriptions of courses and programs and determine criteriafor their revision and deletion.

c. **Professional Practices,** this committee shall:

Review and recommend uniform procedures for probationary committees, and provide in-service training to faculty on those procedures;

Review and recommend curriculum for the faculty academy;

Review and recommend mini-grant or other proposals for advancing effective teaching and learning; and,

Recommend and encourage continuing professional development opportunities for faculty.

d. **Instructional Technology Advisory,** this committee shall:

Be advisory to the Provost and CIO and who will also serve as ex-officio members of the standing committee;

Review and recommend new technologies that respect the diverse aims and needs of various stakeholders including those of students, faculty, and those responsible for maintaining data security;

Review and recommend new technologies that enhance student interaction and success, support pedagogical flexibility and innovation, and increase operational effectiveness and/or efficiency:

Review and recommend priorities in deploying new technologies or upgrading existing technologies that affect Students and faculty, while considering cost, funding, and minimizing disruptions related to implementing new technologies.

3. The service committee may add to the charges of a standing committee.

O. **Operations and Procedures**

1. The recommendations of each standing committee shall be submitted in writing to the Provost and Vice President of Student Services for approval or implementation. In the event

that the standing committee's recommendation is not approved or implemented in ten (10) days, the appropriate administrators and standing committee shall have an opportunity to meet and make any necessary adjustments or changes as they deem appropriate.

After discussion with the appropriate administrator(s), the committee shall resubmit their recommendation(s) (either in its original form, if no adjustments were deemed appropriate, or with changes) to the Provst and Vice President of Student Services for reconsideration.

If the recommendation(s) are still not approved or implemented within fifteen (15) days, it shall be returned with a written rationale for non-approval or non-implementation. The committee then may request that its recommendation be placed on the agenda of the next regular Board meeting, and it shall be given the necessary time to speak to the item.

Items thus requested shall appear on the Board agenda provided that written request is submitted to the College president's office by noon, Tuesday, preceding a regularly scheduled meeting.

2. a. Each standing committee shall have access to all materials which are relevant to the deliberations of the body and may use consultants as their need is determined.

   b. Each committee shall be provided with adequate administrative support and access to electronic copies of agenda, minutes, correspondence, and records.

   c. The minutes, agendas, and recommendations of each standing committee shall be emailed via attachment or link to the Provost and Vice President of Student Services, to the president of MCCFO, and to each division/department for posting, and to the chair of each campus standing committee. Agendas shall be distributed three days ahead of the meeting.

   d. To facilitate its operations, each standing committee may establish, charge, staff, and direct advisory sub-committees as their need is determined by a two-thirds (2/3) vote of a parent committee's total membership.

   e. Regular meeting times and provisions for the pre-posting of agenda shall be established by each standing committee.

      These provisions shall include a method for fulfilling committee responsibilities during the spring/summer session and may include provisions for joint meetings of campus standing committees or sub-committees thereof. Committees involving teacher participation shall not meet during periods designated as recesses on the College calendar except by consent of the members.

   f. Any member of the faculty or administrative staff may place items on the agenda ofa standing committee by submitting a written request for action to the chair of the committee in keeping with the established procedures of that committee.

P. The Board agrees to furnish MCCFO with the names and the departments or divisions of newly hired teachers within ten (10) working days of hiring.

Q. The Board shall make reasonable efforts to notify teachers promptly whenever there is an official closing of the College because of natural disaster, inclement weather, or other cause.

## ARTICLE IV CONDITIONS OF EMPLOYMENT

Human Resources shall provide notice of all vacancies, via a digital format.

A. Notice of all newly created positions and vacancies in permanent positions within the bargaining unit shall be sent to the president of MCCFO and shall be posted at least fifteen (15) days prior to the filling of said position, except that notices of positions to be filled bythe beginning of the fall term will be distributed as soon as possible. In the event a vacancy occurs which must be filled in less than these time limits, the period of required notice may

be waived or reduced by MCCFO. During this period, the Board may make temporary appointments to fill vacancies. A teacher who is an unsuccessful applicant for a vacant position shall, upon request, be presented with a written statement explaining the reasons for their non-appointment.

B. All positions shall be filled without discrimination as to sex, race, age, color, religion, national origin, ancestry, height, weight, disability, pregnancy, sexual orientation, genetic information, gender identification or expression, familial status, marital status, military or veteran status as stated in the College's EEOC policy, or any other status or characteristic protected by applicable law.

C. Each currently employed teacher shall receive an electronic salary letter within thirty (30) days of the new academic year. A probationary teacher shall upon request of the Board, indicate whether or not they intend to remain at MCC within twenty (20) days after the request is made.

D. 1. The minimum educational requirement for teachers shall align with the Higher Learning Commission's (HLC) requirements for faculty qualifications. Individuals who are not in compliance with HLC requirements will be placed on an individualized professional development plan to become compliant. The College and the employee will work collaboratively to successfully reach compliance.

2. In addition to meeting HLC faculty qualifications requirements, teachers of courses that are designed to present and develop occupational skills shall have at least the equivalent of two (2) years of full-time experience in the occupational area concerned.

3. For certain courses of a specialized nature, such as physical education activities/skill classes (first aid, skiing, golf, etc.), the qualifications may differ from those established in the agreement if agreed upon by the service committee and in alignment with HLC requirements.

4. It is recognized that a discipline may contain some course of such specialized nature that the standards established in Article IV.D. are not, alone, sufficient to indicate the level of expertise required to teach that course. For such courses, the special expertise can be demonstrated by 1) having verifiable special training in that course or the teaching of that course, 2) having successfully completed at least one course in that specialty, or 3) having successfully completed seminars or workshops in that specialty. The list of disciplines and specialized courses shall be:

| DISCIPLINE: | SPECIALIZED COURSES: |
|---|---|
| English | English as a Second Language |

5. The minimum educational requirement for counselors shall be a master's degree in counseling as well as holding the credential of licensed professional counselor as determined by the state of Michigan. An applicant will be considered for the professional counselor position if the Licensed Professional Counselor ("LPC") is conferred within the first year of employment. The failure to have the LPC conferred will result in the termination of the individual.

6. The minimum educational requirement for academic advisors shall be a bachelor's degree as well as 3 years of experience in centralized, professional academic advising.

7. A teacher of an alternative delivery (e.g., online, remote, flexible learning) offering must be certified as having completed an administratively approved course appropriate for the offering.

E. Each newly employed teacher shall be provided with a copy of this agreement by the human resources office and other information supplied by MCCFO prior to employment.

F. **Transfers**

1. **Voluntary transfers**

a. If the same position a teacher holds is vacant on another campus, the teacher shall have the right to request and be transferred to that position. If more than one teacher requests the position, it shall be awarded on the basis of institutional seniority.

b. A teacher who possesses the qualifications for a vacant faculty position in another department or area or in the district shall receive preference over an external applicant in the filling of the vacancy. Preference in the hiring of an internal applicant over an external applicant for a vacant position is defined to mean that whenever credentials of both applicants are of generally the same quality regarding teaching experience and academic preparation, and/or occupational experience, the Board shall offer said position to the internal applicant.

**2. Involuntary transfers**

No change in duty or campus shall be assigned without mutual consent and agreement of the teacher involved except when there shall be insufficient work in their division/ department or area to offer them a full load, as defined in Article XII, and they possess the qualifications prescribed in Article IV.D. In the event it is necessary to transfer a teacher to another position within the district, and no volunteers are available, this shall be done in reverse order of institutional seniority at MCC. No teacher shall be required to transfer or accept added duties if their own department or area is at that time using non-bargaining unit members for teaching duties for which they are qualified at times when they are available.

3. A faculty member who resigns a bargaining unit position to accept employment outside the bargaining unit, but at the College, shall be permitted to return to that position within one year. This provision may be renewed for up to two additional one-year extensions if mutually agreed to by the individual, the supervisor, and the appropriate Dean. MCCFO seniority will not accrue to the individual while employed outside the MCCFO bargaining unit. The College shall not be required to hire a replacement during this period.

4. In the event a full load in the division/department or area from which the teacher was involuntarily transferred develops within two calendar years of the transfer, the teacher shall be automatically reassigned to that division/department or area without loss of seniority of any type. If the full load develops thereafter, the teacher shall have the right to be reassigned to their original position without loss of any seniority. This right of reassignment, however, shall be limited to the first full-time position that opens after the initial involuntary transfer.

5. If more than one person has been involuntarily transferred from a division/department or area, they shall be reassigned or be given the right to be reassigned as provided above in the order of their institutional seniority. No full-time vacancy in a division/department or area shall be posted or filled until all teachers on involuntary transfer from that division/ department or area have been either reassigned or have been given the right to be reassigned to their original position in that division/department or area as specified above.

G. Non-bargaining unit members shall not be permitted to assume teaching assignments which result in the lay-off of any member of the bargaining unit.

H. All new teachers shall be classified by rank, salary, job title, and discipline according to the terms of this Agreement.

## ARTICLE V TEACHERS' RIGHTS

A. The Board recognizes the right of any teacher to take or refrain from taking a stand on any issue. The teacher shall be free from administrative and institutional censorship and/or discipline when they speak, act, or write as an individual.

The teacher shall exercise reasonable care to clarify that they are acting, speaking, or writing as an individual and not on behalf of the institution.

1. The teacher shall be entitled to freedom of discussion within the classroom on all matters which they consider relevant to the subject matter under discussion.
2. The teachers of a discipline who teach a particular course shall have the right to collectively determine course content, course goals, course textbooks (which shall be adopted for the fall term and shall be continued for the following winter and spring/summer terms), and the prerequisite skill levels for sequence courses. Textbook selection should be ADA compliant. If an ADA textbook is not available, they shall consult Special Services administration.
3. The teacher shall be entitled to use any materials which they believe achieves the course goals agreed upon by the teachers who teach that course.
4. The teacher shall be free to use any methods or innovations of instruction which they feel achieves the best results and responses from their students. This provision includes the use of books and any other material furnished by the teacher.
5. The teacher shall be free to request any books, magazines, newspapers, or any other materials to be purchased by the library or their department, or area, without censorship, subject to budgetary limitations. The teacher may require a student to purchase a book authored by the teacher with cost approval from the dean and provost in conjunction with MCCFO leadership.
6. The teacher shall be supported with instructional resources and services appropriate to their instructional assignment and subject to budgetary limitations. Such resources and services shall include, but not be limited to, research and development, learning media, and data processing.
7. There shall be no administrative rules or regulations governing teachers' dress or appearance.
8. Involvement of any teacher in a systems, experimental, or other related approach, must be voluntarily assumed.
9. The teacher shall determine the method for evaluating the academic progress of their students and assigning grades upon the basis of the evaluation, provided, however, that the grades assigned shall be within the grading system adopted by the Board.
10. The presence of any mechanical monitor or communications device during the meeting of class shall be with the prior approval of the teacher concerned.
11. Only instructional administrators may be assigned the duty of verifying the performance of a teacher's responsibilities as defined in Article VI of this agreement.

    Teachers who have their teaching effectiveness evaluated by their supervisor, under the conditions of Article XXXI**,** shall use only the instrument approved for the purpose.

    Evaluation of teaching effectiveness shall only be accomplished as specified in the evaluation procedure as outlined in Article XXXI.
12. There shall be no evaluation of one teacher by another except as authorized in the evaluation procedure in Article XXXI.
13. **Patent and Copyright Policy**

    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 individual 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 individual and the Board.

14. Teachers may voluntarily participate in college social, cultural, and optional professional activities.

B. There shall be a personnel file maintained by the Board for each teacher. The personnel file for each teacher shall be centrally located. There shall be only one personnel file.

1. The teacher may add to their personnel file materials which attest to their proficiency and experience.
2. The teacher shall have the right upon request to examine the contents of their own personnel file, the only exclusion being confidential pre-employment credentials of an evaluative nature. Materials relating to disciplinary action which are placed in the personnel file shall remain in the personnel file. After two years from the date of discipline, the employee may request to have the reprimands removed from the personnel file if no subsequent discipline has occurred within those two years. An employee or a MCCFO representative may submit a written request to the Vice President of Human Resources or their designee for the discipline to be removed from the file. When discipline results in a suspension or termination, the discipline will remain in the personnel file.
3. No materials originating from a non-professional source shall be placed in the teacher's personnel file. Nor shall any materials, excepting letters of commendation, be added to the teacher's file unless the teacher has seen and initialed or otherwise acknowledged inwriting that they have examined these materials and have been given the opportunity to respond in writing. The teacher's response will be included in their file. If they refuse to acknowledge such materials, it may be included in their file if evidence is appended that they were given the opportunity to acknowledge and respond. Unless a teacher requests exclusion, any communication of a laudatory nature may be added to their personnel file without the requirement of acknowledgment.
4. At the teacher's request, the Board agrees to reproduce any materials in their personnel file for exclusive use by the teacher except letters of reference and other confidential pre-employment credentials of an evaluative nature.
5. Data confidentiality shall be guaranteed by limiting access to the information in a teacher's file to appropriate administrators. In all other cases a written waiver by the teacher shall be required. The file shall show on its cover, a complete and accurate log of who used the file and when. No transfer, transport or access of individually identifiable personal data shall be undertaken without every reasonable precaution having been taken to protect the security of the data from unauthorized sources.

   Disciplinary interviews, reprimands, or evaluations of a teacher must be held in private and shall remain confidential. The teacher shall be notified of the nature of such interview or meeting and be informed of their right to MCCFO representation. This right of notice and right of union representation attaches when the focus of an investigation shifts from a general investigation to a particular teacher. If the teacher chooses to have MCCFO representation, the administration may also elect to have representation present at the meeting. MCCFO shall be notified, in writing, of the nature and disposition of the case.

C. **Field Trip Policy**

1. A field trip is construed to mean any educational activity which requires students and faculty members to leave the campus.
2. Field trips may be undertaken when approved by the instructional supervisor.
3. Where possible, the College will provide transportation for approved field trips.
   a. If transportation is not provided by the College, a faculty member may use their own

vehicle upon receipt of a letter of authorization from the College.

b. Teachers may not transport students or be transported in a non-college approved vehicle.

c. In the event that a faculty member used their own vehicle for a field trip, they shallbe reimbursed for mileage at the uniform rate established by the College.

A teacher, except where their job description otherwise states, cannot be required by administrative personnel to contribute time and/or work a department other than their own.

## ARTICLE VI TEACHER RESPONSIBILITIES

The teacher shares with the Board responsibility for the academic quality of the College programs.

A. Each teacher is to teach their assigned classes. They shall also develop course content and appropriate instructional material, maintain appropriate records including grades for one year), cooperate in assessment of student learning, the planning of the discipline program and, where appropriate, interdisciplinary programs and courses.

Classes shall normally meet at the times and places scheduled. If a teacher decides to temporarily change the meeting place of their class to another appropriate location, they shall give prior notification to their Associate Dean. Permanent changes shall require approval of the Associate Dean. Any change in meeting time for a class shall require approval of the Associate Dean.

Each teacher shall maintain adequate office hours weekly for academic assistance to and advising of students. All office hours can be conducted in person or remotely via Zoom or Teams; three (3) office hours must be conducted from campus at least two days per week. Office hours should meet the needs of students, and teachers shall include clear communication for students to access remote office hours. At least five (5) hours per week shall be posted on the teacher's office door or in the administration office, in the course syllabus, and in the Learning Management System, as well as filed with the instructional administrator. Office hours shall consist of not less than one-half hour per occasion. Care shall be taken not to schedule conflicting activities during these hours.

Each teacher shall attend college, division, department, or area meetings when given 72 hours notification excluding Saturday, Sunday, legal holidays, and recess periods; and assist with registration in non-clerical capacities. This notification shall, for all except College-wide meetings, include an agenda which shall be limited to College business. Provisions of this section shall not apply to regularly scheduled meetings mutually agreed to at the beginning of each semester.

B. The teachers who teach a particular course shall have the responsibility to specify in writing a collective statement of course content, course goals, and prerequisite skill levels for sequence courses. This collective statement for each College course must be filed in master syllabus form with the instructional supervisor. Subsequently, the master syllabi must be reviewed and, if necessary, revised by the teachers in the area who teach the course, every other academic year. Teachers of each course in every area must demonstrate in a predetermined manner that such a review by them has taken place and file any revision with the instructional supervisor. At the request of the appropriate administrator or their designee, a teacher shall, within two (2) weeks of the start of classes, submit to the supervisor a course outline which demonstrates agreement with the collective statement of course content, course goals, prerequisite skills, and course textbook selection.

C. The teachers in a discipline who teach a given course shall draft a single common list of textbooks approved for use in the course provided that such list shall, if any member of the

discipline so desires, include one alternate but may not include any other text not actually required for use in at least one-fourth the number of sections of that course being taught by full-time faculty members in any given semester.

D. The teacher has a responsibility to try to achieve course goals and to cover course content as collectively agreed to under the provisions given in Article V.A.2. Furthermore, the teacher has the responsibility to provide to each student in their classes, at the beginning of each term, a course syllabus that presents, but is not limited to, intended course goals or outline, potential grading standards and practices, a tentative schedule of assignments and tests, office hours and appropriate contact information, and plan information for a declared institutional emergency. These same materials shall, be provided to the instructional supervisor and filed for posting and archival purposes.

E. When instructional innovations are planned, the teacher, prior to implementing the innovation in the course, shall inform their instructional supervisor and those other teachers in the area who teach the course about the innovation and the method by which it shall be evaluated. Such innovations shall be carried out in a professional manner and within budgetary limits.

F. Reasonable departmental non-teaching assignments and tasks, clearly defined by the instructional supervisor, shall be assumed on a voluntary basis; if no volunteers can be found, such tasks shall be equally distributed among the members of the division, department, or area, according to a plan that is developed by the teachers in that division, department, or area, and that provides for equitable and appropriate distribution of tasks among the teachers in the division, department or area. If the teachers in the division, department, or area do not agree upon a plan for the distribution of work within five (5) working days of a request for such a plan by a division, department, or area administrator, the administrator shall make such task assignments as are necessary to get the work done.

G. Internship/Apprenticeship Coordinators have a responsibility to interview students, develop a placement for the students, supervise students by planning appropriate goals and reports, visit the student at the job site and/or campus, handle employer's evaluations and evaluate student progress.

H. Area coordinators shall fulfill those responsibilities defined in the area plan in accord with Appendix H.

I. **Conflict of Interest Policy**

As educational professionals, faculty recognize the importance of safeguarding their proper relationship with students and with the College. To this end, it is unethical for a faculty member, while an employee of the College, to benefit from their position to the detriment ofa student or the institution. Accordingly, it is unethical for a faculty member 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 First Amendment. Faculty may, of course, recommend that their students join professional and/or academic organizations.
2. Coerce or require students to engage in a business transaction from which the faculty member will profit. This does not impair the right to select one's course textbooks under Article V.
3. Solicit or engage in a sexual act or unlawful activity with a student.
4. Serve as the teacher of a student who is related by blood, marriage, or adoption.

   In such cases when only one teacher is available for a certain class, this rule will be waived. Within a week of the start of class, the associate dean of the area must be informed in writing by the teacher and another appropriate teacher identified to review grading of assignments.
5. Compete, while employed at the College, with MCC offerings or services by soliciting or

otherwise exerting pressure on students to avail themselves of such services or course offerings. However, it is entirely permissible for faculty to teach or perform professional duties at other institutions or in private practice as long as those activities do not interfere with the performance of the teacher's responsibilities at Macomb Community College.

6. Disclose confidential information acquired by virtue of their position to a competitor of the College.
7. 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.

The term "student" as used here is defined as a student who is currently enrolled at Macomb Community College in any number of courses, in any format at the College.
Violation of these ethical principles may result in discipline.

## ARTICLE VII PROBATION AND PERMANENT STATUS

A. **Probationary Status**

1. The probationary period of new teachers, except as defined below, shall be three years. No teacher shall be required to serve more than one probationary period at Macomb Community College. Each new teacher must complete the prescribed training in the New Teacher Academy during the first two years of the probationary period.
2. A new employee of the College falling within the bargaining unit will be given a one-year probationary contract. This contract will be renewed for a second and third probationary year unless a charge including a request for termination of employment is made against the holder of the probationary contract which is upheld by the president of the College after due process for reasons consistent with A.3. below. However, no holder of a first-year probationary contract shall be refused a second year contract for reasons arising solely from the evaluation procedure as defined in Article XXXI. A probationary teacher who does not receive satisfactory recommendations from the immediate supervisor and/or the bargaining unit members of the evaluation team may be placed on a performance improvement plan ("PIP") after the second year. The employee may be terminated by the end of the third year with an unsatisfactory PIP.
3. The employment of a probationary teacher shall not be terminated except failure to meet the standards established by the departmental or area evaluative procedures pursuant to Article XXXI or for reasonable and adequate cause or section 2 above.
4. If the employment of the probationary teacher is to be terminated for reasons arising solely from the evaluation procedure, they shall be notified of the reason(s) by the provost by March 15. If the College fails to notify said probationary teacher by that date,it is agreed that (a) a first or second year probationary teacher shall be employed for a second or third probationary year, as the case may be; or (b) a third-year probationary teacher shall be granted permanent status.
5. On successfully completing their probationary contracts, the new employee shall be given a permanent contract.
6. The permanent contract shall be issued as soon as possible except when canceled or delayed through the procedures of due process explained below.
7. Contract Continuation
   a. A member of the bargaining unit holding a probationary contract receiving recommendations for permanent contract will be granted a permanent contract by the Vice President of Human Resources or their designee.

b. A member of the bargaining unit who has received a permanent contract will continue in the employ of the College unless specific charges shall be placed against them including a request for dismissal from the College. If such a charge is placed, the procedures shall conform to D.1.

B. **Due Process for Contract Termination of Probationary Teachers**

1. a. A request for discharge of a teacher at the end of their probationary contract must be submitted to the provost, who will initiate due process by convening the Standards Committee as explained below.

   b. The Standards Committee shall review the evaluation of the teacher and determine whether the teacher was given written warning and adequate time and support to correct the deficiencies that formed the basis of the recommendation for discharge. The College will furnish a support staff member to record and transcribe all hearings held by the committee.

   c. The committee will prepare a written report no later than May 1. A copy of the written report and findings will be delivered by registered mail to the teacher, the president of the College, and the president of MCCFO.

   d. Upon receipt of the written report and findings of the committee, the president of the College shall determine whether the probationary teacher shall be discharged. This determination shall include the opportunity for an appearance before the president. The decision of the president shall be final and binding.

2. A request for discharge of a teacher for adequate and reasonable cause prior to the expiration date of their contract must be submitted to the provost, who shall conduct a hearing and recommend to the president of the College whether the teacher should be discharged. The decision of the president shall be final and binding.

C. **Teacher Academy**

1. The Teacher Academy will provide professional staff development opportunities for all new teachers during the probationary period.
2. All new teachers must attend eight full-day sessions during the first year of the probationary period.
3. For faculty whose employment will start at the beginning of a term, two full-day orientations sessions of the Academy will be scheduled prior to that term but not more than ten days before the term's first day of classes. Where possible, these orientation sessions shall coincide with "flex" days and faculty of the discipline in which the new employee will work will be given the opportunity to conduct a portion of this orientation process. For faculty whose employment starts during a term, a similar orientation will be provided but scheduled no more than ten days prior to their first scheduled day of work. Other sessions of the Academy will be held on the third Friday of the month. During the probationary period, new teachers will not be allowed to select Friday classes so that they will be able to attend every session of the Academy if a full load consistent with Article XII B. 5 is available. Otherwise, substitutes for classes that must be missed to attend sessions of the Academy will be provided.
4. The sessions of the Academy will be based on the goals of the Learning unit and other areas of concentration which may include, but are not limited to, the following: community college mission; curriculum development; integration of technology into the curriculum; flexible delivery modalities, assessment of student learning; learning theory and practice; pedagogical tools; student retention strategies; teaching strategies for at-risk students; and inclusion, diversity, equity, and access (IDEA).

D. **Permanent Status**

After having completed the probationary period, the teacher shall be granted a permanent

contract which shall remain in force with annual agreements regarding status and salary, and such teachers shall not be dismissed except as hereinafter provided.

1. Discharge of a teacher under permanent contract may be only for reasonable and adequate cause, and after charges, notice and hearings as hereinafter provided. All such charges against a teacher shall be detailed in writing, signed by the Dean and the Provost, and filed with MCCFO, the vice president of human resources, and the teacher. In the event the vice president of human resources determines that charges should be pursued, the vice president of human resources or their designee shall conduct a private hearing to be held within 30 days. The vice president of human resources shall deliver their written decision to the teacher, MCCFO, and provost within 30 days from the close of the hearing. Arbitral review of a discharge may be initiated by filing a grievance at Step 4 of the grievance procedure.

E. No teacher shall be demoted from rank or salary.

F. All full-time teachers shall be granted the rank of professor concomitant with the awarding of the permanent contract described above.

## ARTICLE VIII PROCESSING OF COMPLAINTS

For purposes of this Article, a complaint shall be defined as an allegation by a student(s) of misconduct or non-performance of faculty contractual obligations. For Title IX complaints filed by students and civil rights complaints, the college will follow the process and timelines as defined by the laws and regulations for civil rights complaints and Student Code of Conduct regarding Title IX.

In dealing with such a complaint, the substantive and procedural limitations set forth in this Article must be adhered to. No disciplinary action shall be taken against a faculty member unless it is for just cause and only after full opportunity of due process has been afforded.

A. **Substantive**

1. Complaints must be written, dated, and signed by the complaining party. An electronic submission is acceptable.
2. Complaints must be filed by the last day of classes of the next fall or winter semester following the semester during which the alleged act(s) of misconduct or non-performance occurred.
3. The charge of alleged misconduct or non-performance of duties must refer to actions taken in the performance of contractual obligations.
4. The administration may not solicit a complaint; however, a verbal complainant may beinstructed as to proper written procedures.
5. The administration must refuse to accept any complaint which does not adhere to thesubstantive definition of a complaint contained herein.
6. Commencing with the first evaluative interview that the administration shall have with thefaculty member, said faculty member shall be advised of the nature of the interview and their right to MCCFO representation three (3) working days prior to such an interview taking place. The representative for MCCFO shall be the grievance coordinator or their designee.
7. The administration may elect to have representation present during the complaint process. The representative shall be the vice president for human resources or their designee. The number of representatives for MCCFO or the administration shall not

exceed two (2) unless by mutual agreement.

8. Care must be taken to preserve confidentiality of students and faculty during the entire process.

B. **Procedural**

1. Only the appropriate vice president or their designated representative may accept and process a complaint against a teacher.
2. The vice president or their designated representative must evaluate a complaint within thirty (30) working days after receipt unless the faculty member and the vice president or their designee mutually agree to an extension. This evaluation may include an informal discussion between the vice president or their designee, the faculty member and MCCFO grievance coordinator or their designee. The faculty member and MCCFO must be given a three (3) day written notice prior to the meeting.
3. If the Provost or Vice President of Student Services or their designee decides that the complaint does not warrant further consideration, they shall destroy the complaint on or before the termination of thirty (30) working days, or mutually extended, evaluative period.
4. If the Provost or Vice President of Student Services or Vice President of Human Resources or their designated representative decides that the complaint warrants further consideration, the faculty member and MCCFO will be notified in writing of the charge and the nature of the alleged misconduct or non-performance of responsibility on or before the termination of the thirty (30) working days, or mutually extended, evaluative period. At the same time, the faculty member and MCCFO shall be provided with a copy of the complaint with redacted third-party information if applicable as defined in Article VIII. A.1. and required under VIII.A.8., with a written statement of particulars as to the administration's basis for proceeding with the investigation.
5. The faculty member and their MCCFO representative will have an opportunity for a meeting with the Provost or Vice President of Student Services or Vice President of Human Resources or their designee to refute or resolve the charges. Sucha meeting shall take place no later than ten (10) working days after the receipt of the written particulars. This period can be mutually extended.
6. If consultation with the Provost or Vice President of Student Services or Vice President of Human Resources or their designee does not resolve the complaint, a confidential investigation of the facts shall be initiated no later than ten (10) working days after the meeting described in 5. above, unless there is a mutually agreed extension. The investigation shall be terminated no later than ten (10) working days after the date of initiation unless there is a mutually agreed extension. The faculty member may be represented by MCCFO during the course of the investigation. The deadline of ten (10) working days does not apply to Title IX or civil rights cases.
7. If the Provost or Vice President of Student Service or Vice President of Human Resources or their designee determines that the findings of the investigation do not substantiate the complaint, they shall destroy all written documents pertaining to the complaint within ten (10) working days after the termination of the investigation and shall certify that action to the faculty member and MCCFO.
8. If the Provost or Vice President of Student Service or Vice President of Human Resources or their designee believes that the investigation substantiates the complaint, they shall indicate within ten (10) working days after the termination of the investigation whether appropriate disciplinary action will be taken in accordance with college policies. If action is to be taken, the faculty member shall be entitled to appeal to the Provost or Vice President of Student Services and the vice president for Human Resources. The faculty member may be represented by MCCFO during the appeal. The appeal shall not preclude opportunity to

proceed according to Appendix D.

9. Materials relating to disciplinary action which are placed in the personnel file shall remain in the personnel file. After two years from the date of discipline, the employee or the MCCFO grievance coordinator or their designee may request in writing or via a meeting with the Vice President of Human Resources or their designee to have the discipline removed from the personnel file if no subsequent discipline has occurred within those two years. When discipline results in a suspension or termination, the discipline will remain in the personnel file.

## ARTICLE IX SPECIALLY FUNDED AND TEMPORARY (NON-PERMANENT TRACK) POSITIONS

A. Teachers who are not bargaining unit members may be employed for specially funded programs. A specially funded program shall be defined as a program that receives at least 50% of its financing from non-college operating funds. Provisions of this agreement not specifically enumerated herein shall not apply to teachers employed for specially funded programs.

1. Seniority rights as specified in Article XXIX.A.1. and 2. shall not accrue to teachers initially employed under the provisions of this Article.
2. The salary and fringe benefits for all teachers working on such programs shall conform to program limitations but shall exceed the salary and fringe benefits of teachers covered by this agreement only in cases where market conditions require competitive compensation in order to secure qualified candidates.
3. Teachers employed in specially funded programs shall not be used to replace bargaining unit members by performing any responsibilities or duties being performed by members of the bargaining unit.
4. If a specially funded program becomes permanent (at the end of three years or earlier by Board decision), MCCFO and the Board will negotiate placement of all professional positions in the bargaining unit. Those positions determined to be in the bargaining unit will be posted and filled consistent with the terms of this agreement.

B. Temporary (non-permanent track) teachers may be awarded a contract for any period up to a maximum of one year. The contract may be renewed up to a maximum of two years. Temporary (non-permanent track) positions may be used for the following reasons: leave of absence, significantly increased demand in certain programs and courses, experimental programs and courses, absence due to in-service training or special assignments, and coverage during the year in which a former faculty member has a right to return under Article IV.F.3. By mutual agreement between the appropriate discipline, Area (see Appendix C for definition), or Department faculty and the immediate administrator, the provisions of Article XXVII may be waived. In the case of a waiver, discipline, area, or department faculty shall recommend a candidate from the approved roster of part-time faculty. Articles IV.F.1., 2. and 4.; VII, XV, XVI, XVII, and XXVIII shall not apply to temporary (non-permanent track) teachers.

C. Temporary teachers in a general funded position will have the rights of the collective bargaining agreement available to them. Teachers employed in a specially funded program will only enter the MCCFO bargaining unit and have the rights of the collective bargaining agreement available to them by conversion to permanent status or based on the needs of the grant. Normal probationary policies as set out by Article VII remain in effect.

D. The following guidelines clarify they process for transitioning a temporary full-time faculty member to a full-time faculty member without going through the traditional hiring process.

All steps of this transition must be approved for the transition to move forward.

1. This process can only be invoked if there is an approved vacant full-time faculty position and there is a person currently serving as temporary full-time faculty in the same discipline.
2. First, the full-time faculty in the area must unanimously agree to the transition and make a written request to the associate dean, complete with a written rationale stating why the transition should be considered. This may include, but is not limited to, performance, teaching ability, institutional service, and expertise.
3. The associate dean will review and consider the request. If they agree with the faculty's request, the agreement should be committed to writing and a further rationale may be added. If the associate dean disagrees with the faculty's request, they must respond to the faculty in writing, noting the dissent and reasons for it. If the associate dean disagrees, the transition will not occur, and the process ends. If the associate dean agrees, the process will move to step four.
4. The area faculty will then take their request to the dean, complete with the approval of all area full-time faculty, the written rationale, and the written approval of the associate dean for review and possible concurrence.
5. The dean will review and consider the request. If they agree with the recommendation they will present the request to the provost with the agreement from the area full-time faculty, the written rationale, and the written approval of the associate dean. If the dean disagrees with the faculty's request, they must respond to the faculty in writing, noting this dissent and the reasons for it. If the dean disagrees, the transition will not occur, and the process ends. If the dean agrees, the process will move to step (six).
6. The provost will review and consider the request. If the provost agrees, they will forward the request to MCCFO requesting that the union waive the contractual language governing hiring processes and allow the transition. If the provost disagrees with the faculty's request, they must respond to the faculty in writing noting this dissent and the reasons for it. If the provost disagrees, the transition will not occur, and the process ends. If the provost agrees, the process will move to step seven.
7. MCCFO will review the request to ensure that the area faculty are unanimous in their agreement. If so, MCCFO will agree to waive the hiring procedure as outlined in Article XXII. MCCFO will then send this agreement back to the provost.
8. The provost will then deliver the request to the vice president of human resources who will then present the request to the Board of Trustees for final approval.

## ARTICLE X RESIGNATION AND RETIREMENT

Employees will submit in writing their resignation/retirement to the Vice President of Human Resources or their designee, and the Dean with a notice of ninety (90) calendar days prior to the effective date of separation so that the selection process defined in Article XXVII can be initiated in the affected department or area.

A. **Resignation**

Resignations occurring at times other than the end of the academic year may be accepted by the Board when it is mutually agreed that the action is in the best interest of the individual and the College.

B. **Retirement**

1. Eligibility for retirement shall be governed by the provisions of the Public-School Employees Retirement Act. (Earliest regular retirement age under this act is age 55.)
2. Retired teachers may be hired as temporary teachers pursuant to Article IX. and shall be compensated at the rate of $500 per equated hour.

3. Retired teachers who are on an area's adjunct roster may be hired for part-time teaching and shall be compensated at the adjunct rate. The retired teacher will be placed at the maximum of the adjunct pay scale for adjunct teachers.

## ARTICLE XI COLLEGE CALENDAR

A. The parties to the agreement shall, during its effective period, negotiate a calendar for the succeeding academic year after the termination of this agreement. This calendar shall be completed by March 1, and shall indicate the beginning and ending dates of all instructional periods, including semesters and spring/summer sessions; any other days for which faculty attendance or performance is required and all recess days or periods.

B. There shall be no alteration of this calendar except by mutual consent of both parties. See Appendix E.

## ARTICLE XII TEACHERS' REGULAR WORKLOAD AND CLASS SIZE

The provisions of this section apply to all semester and spring/summer sessions or portions thereof.

A. **Scheduling of Classes and Work Schedules**

1. No less than sixty (60) calendar days prior to the published deadline date for submission of the class schedule to the office of the provost, each area shall be supplied with scheduling guidelines and shall then have thirty (30) days to submit recommendations regarding the class schedule for the subsequent academic year to their immediate supervisor which they shall consider when drafting the course schedule of that area.
2. A similar opportunity will be made available to counselors, academic advisors, librarians, and Internship/Apprenticeship coordinators in establishing their area's work schedule. An Area's work schedule will not necessarily be built for a semester at a time.

B. **Instructional Assignments**

A system for determining the order of selection of instructional assignments and for covering the instructional program shall be drafted in accordance with Appendix H by the teachers of each area (see listing in Appendix F) by October 1. If an area has not submitted a contractually consistent plan by this date, the service committee shall establish an interim plan for that area until such a plan is submitted. The area plan shall stay in effect at least one year.

In the event the plan drafted does not adequately cover the instructional program, the teachers shall be advised by their instructional supervisor and given a second opportunity todevise the system. If the second draft of the system is not satisfactory, an appeal shall be made to the instructional dean, whose decision shall be final.

The established system shall be in accordance with the terms of this agreement and the guidelines provided below.

1. In the event the teachers of a department or area do not establish a system for determining the order of selection of assignments by October 1, the selection of assignment shall be based on department or area seniority. Should a tie in seniority occur, order of participation in the process of selection shall be settled by lottery.
2. If any classes of a teacher's regular assignment fail to materialize, that portion of their class load shall be completed under the terms of 5. below prior to the assignment of

any classes to other persons.

3. When requested by the instructional supervisor, classroom teachers will select their regular workload for the coming fall and winter terms by the first (1st) Monday in March each year. The scheduling of full-time teachers' classes shall be accomplished prior to the assignment of any classes to other persons.
4. Teachers identified as MCCFO president, chief negotiator, and grievance coordinator shall be scheduled according to the provisions of Article III.K.4.
5. All daily classes for any teacher shall be scheduled within a six (6) hour time interval. No teacher shall be required to teach more than three (3) consecutive hours without a break of at least one (1) hour, nor shall they be assigned a class before 10:00 a.m. on a day following a class assignment after 6:00 p.m. without prior agreement of the teacher involved. Failure to waive any of these provisions will not be considered in the evaluation process or as a condition of employment. Individual teachers for whom full teaching loads cannot be generated within the time limits as established above, shall notbe required to teach after 6:00 p.m. for more than two (2) evenings per week. Provisions of this paragraph apply only to classroom teachers.
6. For those teachers whose regular assignment is thirty-five (35) hours per week, no individual shall be required to accept an assignment in excess of 8 hours per day nor two (2) evenings after 6:00 p.m. per week. In addition, no individual shall be required to accept an assignment that is split (excluding a one-hour break for lunch or dinner). Failure to waive any of these provisions will not be considered in the evaluation process or a condition of employment.
7. The criteria for inter-campus/divisional, department/area teaching assignments, to complete a workload shall align with the requirements of the Higher Learning Commission. Selection will first be made from disciplines or specialty areas the teacher was hired to instruct. This selection process may be altered to meet the needs of the department.
8. Prior to the time a teacher selects their regular assignment, they shall be advised of all sections including those on hold due to enrollment trends.
9. Deviations from a teacher's regular workload may occur only if a class fails to materialize, or if mutually agreed between a teacher and their supervisor; however, bumping shall not be allowed where a teacher can complete their full workload from unassigned classes within their area/department/division and consistent with Article XII.B.5. Errors in the Schedule of Classes shall not be binding.
10. Each faculty member must schedule their workload to be on campus for classes a minimum of two (2) days per week.
    a. Permanent contract faculty who were trained or were in the process of training to teach on-line classes before April 19, 2013 (and successfully completed the training), will continue to be allowed to select as many on-line classes as they desire to fulfill their base-load and/or extra contractual limits.
    b. Permanent contract faculty who were trained to teach on-line on or after April 20, 2013, will select a minimum of two on-campus classes as part of their base load prior to selecting sections taught in distance modalities. If on-campus classes are not available to meet base load requirements per this provision, faculty may seek a waiver from their Dean, which will be granted if necessary, on a semester-by-semester basis.
    c. Faculty on probation as of the date of the ratification of this collective bargaining agreement must schedule their workload to be on campus for classes a minimum of three (3) days per week. Faculty in this section must select a minimum of two on-campus classes as part of their base load prior to selecting sections taught in distance modalities. If on-campus classes are not available to meet base load requirements per this provision, faculty may seek a waiver from their Dean which will be granted if necessary, on a

semester-by-semester basis.

d. Faculty whose date of hire was effective after October 1, 2023 must schedule their workload to be on campus for classes a minimum of three (3) days per week. Faculty in this section must select a minimum of three (3) on-campus classes as part of their base load prior to selecting sections taught in distance modalities. If on-campus classes are not available to meet base load requirements per this provision, faculty may seek a waiver from their Dean which will be granted if necessary, on a semester-by-semester basis.

e. Service Committee Meeting Minutes from October 1, 2002 will be void upon the ratification of this agreement.

f. Faculty who are trained and do not teach any distance delivery classes during two consecutive academic years must successfully complete re-training before selecting distance delivery classes.

11. During faculty development and organization days, all teaching faculty shall be on campus the same number of hours per day as regularly scheduled for non-teaching faculty (counselors, librarians, etc.) However, these hours must be scheduled between 8:00 a.m. and 5:00 p.m. The following tasks may be assigned according to the plan developed by each Area include, but are not limited to:

    a. curriculum development
    b. academic placement assistance
    c. other normal departmental and/or area tasks
    d. committee meetings
    e. professional development
    f. assessment of student learning

    Meetings called by the administration during faculty development days shall be called in accordance with Article VI.A. and shall be for the purpose of conducting College business. All other meetings, assemblies, workshops, or lectures shall be voluntary, except for those scheduled jointly by the standards committee and the provost for the winter term faculty development day.

12. A teacher who develops a course shall have priority in teaching that course, as part of their base load, for a period of three (3) years immediately subsequent to its development.

C. **Hour Load**

Variations in hour load as described hereafter can be arranged by agreement between the teacher and their instructional supervisor.

1. Classroom teachers

    a. Teachers will select their base load assignments for the fall and winter terms by the first (1st) Monday in March each year. All base load assignments must first be offered to full-time teachers before being offered to non-bargaining unit personnel. Each department or area shall develop its own plan by which priorities in assignments shall be determined.

    b. For purposes of computing hour load, one credit hour shall be equal to one equated hour except as specified below:

    c. A teacher shall teach no less than fifteen (15) and no more than sixteen (16) equated hours per semester. However, during the spring/summer and fall semesters, a teacher in an over staffed area may reserve one of their spring/summer selections and/or up to two fall extra-contractual selections to apply in fulfilling the regular

workload requirement for the winter semester. If these reserved credit hours are not used to fulfill the regular workload requirements, the teacher will be compensated for them at their appropriate rates as provided in Article XIV. The banking option may be exercised only one time during the term of this agreement.

i. If a teacher's desired course selection brings them to between fourteen (14) and fourteen point five (14.5) equated hours, and they do not desire extra-contractual classes, the teacher will be given the option to fulfill base load by electing up to a one (1) equated hour assignment in the learning center or other assignments as approved by the dean to bring the teacher's base load to fifteen (15) equated hours. This option will obligate a faculty member to a two-hour assignment each week as described in C.1.iv below.

ii. If a teacher's desired course selection brings them to between four- teen point six (14.6) and fourteen point nine (14.9) equated hours, and they do not desire extra-contractual classes, the teacher will be given the option to fulfill base load by electing up to a point four (0.4) credit assignment in the learning center or other assignment as approved by the dean to bring the teacher's base load to fifteen (15) equated hours. This option will obligate a faculty member to a one-hour assignment each week as described in C.1.iv below.

iii. If a teacher exercises this option, they may not elect extra contrac tual courses in the same semester.

iv. The requirements of this assignment are as follows:

1. If approved, the teacher would be available in the learning center one or two hours per week, as determined in C.1.i and ii above, to assist students with learning in their discipline.
2. The hours would be scheduled at the beginning of the semester and would be confined to the hours when the learning center is open.
3. The hours would be the same for the entire semester.
4. A teacher electing this option could hold student assistance hours in a studio or laboratory (but not a faculty office) if their associate dean approves the arrangement.

d. Course contact hours which exceed credit hours shall be equated at eight-tenths (.8), except as provided hereafter.

e. A contact hour is defined as a fifty (50) minute class session.

f. Science wet lab sections as defined in Appendix C.22. shall be equated at 1.0 in recognition of the large classes scheduled in that area. This exception shall preclude such labs from participation in the student penalty pay.

g. English composition classes shall be equated at one and one-third (1.33).

h. Where course contact hours are less than credit hours the equated hours for the course shall be equal to the contact hours.

i. Directed studies and independent studies shall be equated at two-tenths (.2) times the number of students enrolled, with a maximum of five students enrolled. Directed studies and independent studies do not count towards base or EC/XXC load and will be paid at the EC rate.

j. Team teaching shall be prorated on the basis of actual instructional time, based on the equated hours for the assignment being team taught.

k. Combined sections of the same course shall be equated as follows:

2 at 1.5 3 at 1.8 4 at 2.0

Combined sections shall be considered individually for the purpose of computing excess enrollment pay.

l. When different courses are intentionally combined in the same section, the following limitations will apply:

(1) the courses shall be highly similar in nature.

(2) no more than three (3) courses shall be combined in any such section.

(3) the maximum number of students enrolled in such a section shall not exceed twenty-eight (28).

(4) teacher credit for such combined sections shall equal the highest credit granted for one of the courses.

m. Directed studies, team teaching, and combined sections as specified in i., j., k., and l. above shall require the consent of the teacher(s) and the approval of the instructional dean.

n. Entire sections shall be taught by a single teacher unless team teaching is agreed to by teachers who teach the course and is authorized by the instructional dean.

o. Lecture portions of nursing courses shall be scheduled as section(s) separate from the clinical/laboratory portion(s) of those courses. Such lecture sections shall have equated hours equal to contact hours. Clinical/laboratory sections shall be equated at 1 equated hour per contact hour.

2. Counselors, academic advisors, librarians, apprentice coordinators, and internship coordinators.

a. The workload of counselors, academic advisors, librarians, apprentice coordinators, and internship coordinators shall be thirty-five (35) hours per week exclusive of lunch hours.

(1) Holidays and recesses shall be determined by the instructional calendar.

(2) In a scheduled week in which a College holiday or other non-scheduled day (Monday through Friday) occurs, the number of service hours to be scheduled for that week shall equal 35 hours minus the product of 7 hours multiplied by the number of holidays or other non-scheduled days in the week.

(3) It is understood and agreed that each counselor or academic advisor employed on a 225-day who has already selected their assignments, EC, and days off for the year will be allowed to select an at home flex/remote day (up to two per year) in the event the College takes away a duty day after these schedules have been approved by the immediate supervisor. These remote days are only to be used when and if the College changes the academic calendar in such a way that it takes away a formerly available workday from the counselors or academic advisors. Days off due to college-wide emergency closures will continue to be handled as handled in past practice and are not impacted by this agreement. If the calendar is not changed during the academic year, these days will not be available for any other use by counselors or academic advisors and will not carry-over from year to year.

b. The system for determining the workload shall be in accordance with XII.B.6.

c. The work schedule for counselors shall be two hundred twenty-five (225) duty days, with ten (10) holidays.

d. Counselors who work the two hundred twenty-five (225) duty days option will be paid at the rate of 1.3024 times their annual base salary as determined by Appendix A. However, if a counselor's annual base salary exceeds the regular maximum, provided in Appendix A.5., then their pay will be annual base pay plus 30.24% of the regular maximum. Longevity payments will not be used in calculating pay for the additional fifty-six (56) days.

e. The work schedule for academic advisors shall be two hundred twenty-five (225) duty days with ten (10) holidays.

1) The regular workload of counselors, academic advisors, librarians, and apprenticeship coordinators, and internship coordinators shall not include classroom teaching Remaining hours will be made available for extra-contractual selection in the usual manner of posting.

**3. Internship/Apprenticeship - Clinical-Service Coordinators**

a. The workload of the internship-clinical-service coordinators shall be 35 hours per week exclusive of lunch hours, and reasonably distributed over the five-day period.

b. Holidays and recesses shall be determined by the instructional calendar.

c. In a scheduled week in which a College holiday or other non-scheduled day (Monday through Friday) occurs, the number of service hours to be scheduled for that week shall equal 35 hours minus the product of 7 hours multiplied by the number of holidays or other non-scheduled days in the week.

d. Apprenticeship and clinical coordinator positions shall be selected for the entire academic year and persons selecting these positions shall perform the duties included in, but not limited by, the respective program accreditation guidelines. If there are insufficient students to comprise a full academic load based upon .3 per student, the coordinator's academic load shall be prorated between coordination and classroom teaching.

D. **Student load**

1. The average number of students in the classes taught under the teacher's basic workload shall not exceed twenty-eight (28) based on class count at the end of the third week of the semester or term. In the event the average exceeds twenty-eight (28), the teacher shall receive as an excess enrollment payment, consistent with the schedule of Appendix B, the amount of six dollars ($6.00) per student credit hour for the excess number of students over the average as defined above. Excess enrollment pay applies only to base load.
2. Speech, business communications, and English composition classes shall not exceed twenty-eight (28). Creative writing classes shall not exceed thirty-two (32). English for Academic Purposes (EAPP) shall not exceed twenty-three (23).
3. Consistent with the timelines in Article XII.A., other variations in student load may be cooperatively established between the faculty of an area or department and the instructional supervisor, with the approval of the dean and provost.
4. Experimentation by the individual teacher in class size, methods of instruction and media shall be encouraged and recognized provided it is within budgetary limitations, and with approval of the instructional supervisor and provost.
5. The number of students in laboratory classes shall not exceed the number of available workstations.

6. Compensation of teachers authorized to perform technical laboratory maintenance shall be at the rate of ten dollars ($10) per hour. This compensation is excluded from the provisions of Article XIV.A.5.
7. The provision of assistants for science laboratories shall be continued.
8. The maximum number of students per online section shall be twenty-six (26). The parties agree to renegotiate these limits for other on-line instructional methodologies, as they become available at MCC.
9. Nursing theory classes shall not exceed 40 students and nursing clinical classes shall not exceed 8 students. Faculty shall be paid $15 per student per credit hour for each student over 30 in a theory class.

## ARTICLE XIII TEACHING FACILITIES

A. The Board shall provide each teacher, subject to budgetary limitations, ample office space and equipment which is necessary to carry out activities which clearly relate to teaching duties. In addition to the usual office supplies, teachers shall have access to appropriate resources. The objective is the two person office with appropriate individual equipment for each teacher. All new facilities shall be built with offices designed for no more than two persons and no more than two persons shall be assigned to these offices without agreement between the immediate supervisor and teachers involved. No person(s) shall enter a teacher's office without permission of the teacher except in an emergency or for normal cleaning and maintenance.

B. The Board shall continue to provide office facilities for the counseling of students which afford the highest degree of privacy.

C. The Board shall provide, year-round, well maintained, well-lit and patrolled parking lots, at no charge, and conveniently located on each campus.

D. The teachers shall have the right to use the school mailing facilities for intra-campus and outside mailing for college purposes. Postal charges borne by the College are limited to non-personal mail. Teachers' mail shall not be opened, and the mailboxes of teachers shall not be disturbed under any circumstances by unauthorized persons. The use of College mailing facilities shall be for College related business only.

E. Adequate administrative support shall be provided for each department or division.

F. Classrooms shall be quiet, well-equipped, with appropriate supplies and technology, well-lit and shall be assigned according to the needs of the class to be taught in the rooms. Rooms must conform to safety and fire regulations which determine the number of students for any allocated room space.

## ARTICLE XIV EXTRA-CONTRACTUAL, SUPPLEMENTAL, SPRING/SUMMER AND REASSIGNED TIME ASSIGNMENTS

Full-time teachers employed beyond their basic contractual obligation shall receive compensation and shall be expected to work subject to the provisions set forth in this Article.

A. **Extra-contractual assignments**

1. Teachers employed for extra-contractual assignments as defined in Appendix C.11. shall be paid at the rate of 1/51 of their basic annual salary per equated hour taught, consistent with the provisions of Article XII.C.

a. A teacher whose selections place their workload in the range of fourteen (14) to fifteen (15) equated hours shall be paid for equated hours taught in excess of the base-load of fifteen (15) at the extra-contractual rate.

b. A teacher whose regular workload is in the range of fifteen (15) to sixteen (16) equated hours shall be paid for any additional equated hours in excess of regular workload at the extra-contractual rate.

c. A teacher whose regular workload exceeds sixteen (16) equated hours shall be paid for those equated hours in excess of fifteen and one-half (15-1/2) or sixteen (16), at the teacher's option, at the extra-contractual rate.

d. If a teacher's basic annual salary exceeds the maximum provided in Appendix A.1., then the rate per equated hour shall not exceed 1/51 of that maximum.

2. Teachers, as defined in Appendix C.25, performing extra-contractual services other than classroom instruction shall be compensated at three-fifths (3/5) of their hourly rate computed on the basis of a thirty-five (35) hour week except as provided below:

3. The hourly rate for counseling or for academic advising shall be determined by the teacher's placement on the salary range for 225-day counselors or 225-day academic advisors, respectively.

a. Librarians will be compensated for their first eight (8) weeks of extra-contractual work at 90% of hourly rate.

b. Apprentice coordinators shall be paid at 90% of their hourly rate for up to eight (8) weeks of work during the period from the end of the spring semester to the beginning of the winter semester.

c. For the purposes of sub-section a., and b. above, if the teacher's basic annual salary exceeds the regular maximum provided in Appendix A.4., then the hourly rate for that teacher shall be calculated using the regular maximum. That is, longevity increment shall not be used in calculating extra-contractual pay.

4. Each teacher shall have the right to accept or reject any and all extra-contractual assignments. The Board shall not obligate a teacher to assume an extra-contractual assignment without prior written consent of the teacher involved nor shall the Board or any administrator impose a condition on any individual that their employment is contingent upon willingness to accept an extra-contractual assignment.

5. A teacher may select extra-contractual assignments within the limits of availability; but shall be limited to twenty-two (22) equated hours annually, and no more than ten (10) equated hours in any one term.

6. 6. Teachers will select their extracontractual assignments for the spring/summer, and fall and winter term by the first (1st) Monday in March each year. All extra-contractual assignments must first be offered to full-time teachers before being offered to non-bargaining unit personnel. Each department or area shall develop its own plan by which priorities in assignments shall be determined.

7. The availability of all extra-contractual assignments shall be made known by posting in the respective divisions as soon as possible. Offerings of the division of continuing education shall be made public by posting in each division one week prior to the start of such assignments.

8. The limitations of A.5 above may be exceeded by the following options:

a. If an extra-contractual load is below the annual limit or the term limit and the selection of an additional class would cause either of those limits to be exceeded, then that class may be selected. The amount by which this selection exceeds the limits of A.5 above shall be paid at the maximum of the adjunct rate (referred to as the XXC rate). In addition, a faculty

member may select one additional class per semester (unless the class is two equated hours or under and then a teacher may select up to two per semester) until the teacher reaches an additional twelve (12) extra contractual equated hours per academic year. These equated hours will be paid at the XXC rate. In other words, a full-time teacher may select the current annual load of twenty-two (22) extra equated hours per year plus an additional load of twelve (12) equated hours. The twenty-two (22) extra equated hours are limited by the load limitations as set forth in A.5 and A.8.a. above. The twelve (12) additional XXC equated hours are limited to one additional class per semester (except those classes that are two equated hours and under as noted above). The first twenty-two (22) extra equated hours will be paid at the current 1/51 of a full-time teacher's base pay. The additional twelve (12) extra equated hours will be paid at the maximum adjunct faculty rate. This provision raises the allowable extra equated hours from twenty-two (22) to thirty four (34) per academic year (22 at the regular extra equated hour rate and 12 at the XXC rate). Also, if a faculty member does not teach an XXC class in either the fall or winter semester, that faculty member may select summer courses and be paid at the XXC rate as long as the twelve (12) equated hour XXC maximum is not exceeded.

b. If an extra-contractual load limit is below the term limits and the selection of additional classes would cause the term limits to be exceeded, then those classes may be select- ed. The amount by which these selections exceed the limits of A.5 above shall be paid at the maximum adjunct rate. The equated hours that a class goes over A.5 above will count toward the 12 total XXC equated hours a teacher may select each academic year. A teacher who goes over with a selection may still select one additional XXC class year per semester as long as the annual load limit of 12 XXC is not exceeded.

9. At the start of each semester and prior to the date for selection of extra-contractual classes, including spring/summer classes, the administration will provide each area's scheduling representative with a list of all extra-contractual hours taught by each area member including extra-contractual work performed outside of the area.
10. Priority in the selection of extra-contractual assignments shall be in the following order:
    a. discipline in which the assignment is offered.
    b. discipline at the other campus corresponding to the discipline in which the assignment is offered.
    c. full-time faculty at large.

B. **Spring/Summer Assignments**

1. Classroom teachers employed for all or a portion of the time from the end of the regular winter semester to the beginning of the fall semester shall be paid at the rate of three one-hundredths (3/100) of their basic annual salary per equated hour taught. However, this amount shall not exceed one-fifty-first (1/51) of the maximum.
2. Those employed for a thirty-five (35) hour week such as service faculty, shall be employed consistent with the provisions of Article XII.C.2. These teachers shall be compensated as provided in A.2. above.
3. All spring/summer assignments must first be offered to full-time teachers before being offered to non-bargaining unit personnel.
4. All full-time teachers have the right to teach spring/summer session courses consistent with the limitation in A.5. above and within the limits of class availability. Each department or area shall develop its own plan by which priorities in assignments shall be determined.
5. The availability of spring/summer assignments shall be made known by posting in the

respective divisions as soon as possible.

6. During the spring/summer session no class shall be scheduled for longer than eight (8) weeks.

C. **Supplemental and Reassigned Time Assignments**

All teachers shall be informed of the availability of reassigned time in excess of that needed for department or area coordination and shall have the right to present proposals requesting reassigned time, consistent with the conditions of Article I.A.5. It shall be the responsibility of the administration to ensure that such reassigned time is distributed equitably.

1. The granting of reassigned time and the issuance of supplemental assignments for the coordination and performance of necessary activities related to the instructional programof a department or area shall be subject to the approval of the Associate Dean and Dean upon the submission of a documented request by a teacher or the teachers of that department or area. Denial of the request on any administrative level shall be accompanied by a written rationale. A method for distribution of reassigned time, or supplemental assignments requested, shall be included in the original proposal.
2. A teacher may not assume supervisory or administrative duties under reassigned time arrangement or supplemental assignments.
3. A teacher shall be informed in writing of the full requirements of any supplemental non-teaching services prior to the signing of a supplemental agreement. The provision outlined in XIV.A.5. shall not apply to supplemental contracts.
4. Teachers employed for supplemental assignments as defined in Appendix C.24. of the agreement shall be paid at a rate mutually agreeable between teacher, Dean, and Provost and commensurate with rates prevailing in the community for such professional skills.

D. 1. A teacher is qualified to select extra-contractual or spring/summer assignments on an inter-divisional/departmental basis if they meet the standards of Article IV.D. and in compliance with HLC faculty qualifications requirements.

Teachers requesting a determination regarding their qualifications under this provision shall request, in writing, that the human resources office review their credentials not later than August 15, for the fall semester; December 15, for the winter semester; and April 30, for the spring/summer session. All credentials must be on file in the human resources office by the dates listed above.

2. The qualifications for teaching extra-contractual or spring/summer assignments on an intra-divisional/departmental basis shall be as specified in Article XII.B.7.

**E. Special Assignments**

Full time faculty may request and may be placed on special assignment with the approval of the Dean and Provost. Teachers on special assignment shall continue to accrue and shall retain the right to exercise all rights and privileges in their area.

## ARTICLE XV PROFESSIONAL GROWTH

A. Professional growth and the cost thereof are the responsibility of the individual faculty member. It is expected that each faculty member will continue to participate in activities that will further their professional growth.

B. Each teacher shall be entitled to eight (8) days professional absence during a school year, subject to conditions outlined below, to attend local, regional, national or international professional conferences or exhibits without loss of pay when approved in advance by the appropriate administrators. Computation of days to be deducted for professional business shall include the first and last day of professional business and all intervening faculty duty days. Such

conferences or exhibits shall be directly related to the work of the teacher.

1. The teacher who anticipates a professional absence must complete an electronic absence request form which will be submitted to their associate dean for processing and recommendation to the Dean at least five (5) working days before said absence. Professional days shall be calculated to cover days of the conference plus the equivalent of one additional travel day as needed. Failure to obtain authorization for absence may result in loss of pay for the period of absence. Verification of conference or meeting attendance shall be supplied to the associate dean and dean by the teacher filing a registration receipt or other proof of attendance within five (5) working days of their return to work.
2. The teacher who is to be absent shall be responsible for making advance arrangements for their classes. Arrangements made, including the possibility of substitute, shall require the approval of the associate dean.

## ARTICLE XVI PROFESSIONAL LEAVES OF ABSENCE

A. **General Provisions**

1. Professional Leaves shall be limited to:
   a. compensable
      (1) sabbatical leaves or retraining leaves
      (2) exchange teaching leaves
   b. non-compensable
      (1) advanced study leaves
      (2) foreign country teaching leaves or military school teaching leaves
      (3) grants or fellowships leaves
2. Professional leaves of absence, excluding sabbatical leaves, may be granted only to permanent status teachers. Such leave and extensions thereof shall be subject to the approval of the Board upon recommendation of the provost and president.
3. Upon return from a professional leave, a teacher shall be placed at the same level of the salary schedule which they would have achieved had they not taken a professional leave.
4. Requests for extension of a leave of absence must be made in writing at least sixty (60) days before the termination of leave. Failure to request an extension shall constitute termination of leave. Failure to return to employment upon termination of leave shall constitute termination of employment.
5. Benefits or rights accumulated by a teacher prior to the effective date of the leave of absence shall be carried forward and credited to the teacher upon their return.
6. Teachers who have been on a professional leave may be considered for another professional leave after they have returned for four (4) years.
7. Application for professional leave other than sabbatical must be filed with the vice president of human resources or their designees no later than fourteen (14) weeks preceding the semester that the leave shall become effective. Application for sabbatical leave, together with a plan of work, must be filed with the sabbatical leave committee not later than March 15 of the academic year preceding the academic year for which the leave is requested. In computing the times for the application of all professional leaves, the time between the end of the winter term and the beginning of the fall term shall be excluded. Pertinent dates herein shall be published by the vice president of human resources or their designee during the first month of the fall term.

8. The vice president of human resources or their designee shall notify the teacher of the expiration of their leave ninety (90) days preceding the expiration date. The teacher shall forward their intent to return to the vice president of human resources, the associate dean, and the dean sixty (60 days prior to the beginning of the semester in which they intend to resume their teaching duties. In order to select classes, the individual must provide notice to return prior to March 1st.
9. For individuals who are on compensable leave except for leaves in Section B, 2 under this article and are working full time at another location other than Macomb Community College and not part of their leave project may be subject to disciplinary action up to and including termination pursuant to Article V. Section B(5).

B. **Compensable Leaves**

1. **Sabbatical leaves**

A sabbatical leave, not to exceed one academic year, may be granted to a permanent status teacher consistent with 8.1.b. below, for the purpose of improving the quality of that teacher's instructional ability. For purposes of this section, years of active service of employment shall be computed from the date of hire for full-time teaching employment at MCC and include all years of full-time active teaching. Request for sabbatical leave shall be presented to the Board by the president and the provost with their recommendation for approval and the recommendation of the sabbatical leave committee which shall follow these guidelines:

a. The purpose shall be for professional study, work on publications, educational travel relevant to the employee's teaching responsibility, travel combined with study, research, or other purposes which will, in the opinion of the committee, the president, the provost and the Board, improve the quality of instruction at MCC. The teacher shall identify these purposes in a plan submitted with their application for sabbatical leave and he shall report their accomplishments to the committee upon their return. The sabbatical leave committee shall present these reports to the president, provost, and Board of Trustees along with its own final report within one month of the sabbatical leave recipient's return.
b. Sabbatical leave granted teachers shall be distributed among teachers and compensated in accordance with the following schedule:

| Years of Active Service at MCC | Percent of Year's Salary |
|---|---|
| | 50% - 2 Semesters |
| 7 | 100% - 1 Semester |

c. Subject to all other applicable general provisions relating to leaves contained in this agreement, not inconsistent herewith, the percentage of salary shall be based on the salary that would have been paid the teacher had they continued on a regular teaching assignment. Compensation while on sabbatical leave is limited to the appropriate percentage of contractual salary. Special arrangements for payment of salary will be considered upon application for sabbatical leave.
d. Any teacher granted a sabbatical leave agrees to return to teaching service with Macomb Community College for at least one (1) academic year following the period of sabbatical, unless this obligation is waived or deferred in whole or in part by the president and the Board. Seniority to qualify for eligibility for further sabbatical leave shall include only the years of active employment worked subsequent to return from sabbatical leave.
e. If a request for sabbatical leave is disapproved or denied by the sabbatical leave committee, the provost, the president or the Board, the teacher shall receive reasons for

denial inwriting by the party taking such action.

f. A teacher who does not return to Macomb Community College for a period of at least one (1) year after completing their sabbatical leave shall reimburse the Board for all monies received from it during such leave. A teacher granted sabbatical leaveshall not accept employment while on leave without the approval of the Provost, Vice President of Human Resources, and the President. Scholarships and fellowships in approved colleges and universities or grants which do not interfere with the program of professional improvements are excepted.

g. The total number of teachers approved for sabbatical leave annually shall be at least six (6) teachers if the number of applications recommended by the sabbatical leave committee is sufficient. However, the number of available sabbatical leaves shall be reduced by the number of retraining leaves awarded according to Article XXVIII. B.on a ratio of two (2) sabbatical leaves to one retraining leave. Upon exhaustion of sabbatical leaves for retraining, the College shall provide one retraining leave at full pay for one year. Retraining shall have priority over sabbatical leave. Recommendations of the sabbatical leave committee shall be ranked in priority orderand should include alternates who may be granted such leave if a higher ranked applicant does not accept, providing that the number of approved applicants is sufficient.

h. The sabbatical leave committee shall consist of five (5) teachers appointed by MCCFO.

i. The Board shall notify the sabbatical leave committee and each applicant of the disposition of their request for sabbatical within thirty (30) days of receipt of the application, necessary plan of work, and the written recommendation of the sabbatical leave committee.

2. **Leaves for exchange teaching**

A teacher may be granted a one (1) year leave for exchange teaching.

The plans as formulated by the Office of the United States Commissioner of Education, in which each exchange teacher remains under the control of the home district in matters of pay and other related considerations, shall be in full effect.

C. **Non-Compensable Leaves**

1. **Advanced Study** -- occupational skill upgrading leave

A teacher may be granted a one (1) year leave for advanced study or occupational skill upgrading.

**2. Leaves for foreign country or military school teaching**

A teacher may be granted leave for foreign country or military school teaching.

**3. Grants or Fellowships**

These leaves may be granted for grants and/or fellowships which relate to the teacher's professional competence or to their work. Such leaves may be granted for up to three (3) years and may be renewed annually subject to submission of verification of satisfactory progress.

## ARTICLE XVII PERSONAL LEAVES

**A. General Provisions**

1. Requests for personal leaves and extensions shall be submitted to the Vice President for Human Resources or their designee and are subject to the approval of the Vice President of Human Resources. The teacher shall be notified in writing of the Vice President of Human Resources' decision within twenty (20) working days.
2. Personal Leaves shall include the following leaves:

a. health leaves due to physical or mental causes.
b. leaves to care for ill members of immediate family
c. childbirth, childcare, adoption, and foster care leaves
d. military leaves
e. public service leaves
f. mutual consent leaves

3. A teacher returning from personal leave shall have the right to return at the beginning of a term provided that a teacher shall give notice of their intention to return at least one hundred twenty (120) days before the start of that term. A teacher returning from personal leave of one semester or less shall have the right to return to the department/area from which they left. The Vice President of Human Resources or their designee shall notify the teacher of pertinent dates.
4. Upon return, a teacher on personal leave shall receive any negotiated general salary increase granted, excluding increments (except as provided in paragraph E. for which service increments shall be awarded). Such salary shall be in effect one (1) year from date of return, subject to change due to earned increments occurring during the one-year period following return and any further negotiated general increase.
5. Benefits or rights accumulated by a teacher prior to the effective date of the leave of absence shall be carried forward and credited to the teacher upon their return, consistent with the terms of this Agreement.
6. Benefits to teachers on personal leave are limited to those stipulated in this agreement.

**B. Health Leaves**

1. For the term of this contract, Health leave not falling within sick leave policy shall be granted. Such request shall be in writing and shall be accompanied by a written diagnosis and prognosis by the attending physician. Each person on a health leave shall be provided health and dental benefits that are provided full time employees who are members of the bargaining unit. Benefits shall be provided for an initial term of twelve months commencing the first day of leave.
2. If a person is unable to work at the end of the initial twelve month leave, the person shall remain on leave and shall continue to be granted employer paid health and dental benefits provided full time employees who are members of the bargaining unit for an additional period of twelve months provided that the person provides a written diagnosis and prognosis by an attending physician stating the teachers inability to work.
3. If a person is unable to work at the end of the 2nd twelve month leave, the person shall remain on leave and shall continue to be granted employer paid health and dental benefits provided full time employees who are members of the bargaining unit for an additional period of twelve months provided that the person provides a written diagnosis and prognosis by an attending physician stating the teachers inability to work.
4. Notice of intention to return must be made at least sixty (60) days prior to the termination date of the leave, provided that the applicant's statement of medical probability that they will be fit to return satisfies the requirement of notice. Failure to return after termination date of the leave will constitute termination of employment. Notice of intention to return must be accompanied by a doctor's statement attesting to the teacher's fitness.
5. The Employer reserves the right to request and receive verification of the disability at the time of the health leave. The Employer reserves the right to request recertification of the disability every six months throughout the leave. In the event the member is not being approved for and/or choosing not to receive long-term disability benefits the College may request and receive verification of the disability as needed to verify the

disability.

6. If the person is unable to work at the end of thirty-six months commencing the first day of the leave, the employer may replace the position permanently.

**C. Leave for Care of Ill Members of the Immediate Family**

1. Leave may be granted to care for ill members of the immediate family upon request by the teacher. Sufficient proof must be submitted to the Vice President of Human Resources that such a leave, or extension of such a leave, is necessary before the request will be granted.
2. A teacher may use sick leave days to care for ill members of the immediate family when an extended leave for such a purpose is unnecessary.

**D. Childbirth and Childcare Leave**

1. Upon written request, a leave of absence may be granted for birth of a teacher's child, care of a teacher's newly born child, assumption of the legal responsibility of a family, acquisition of a family by marriage, or placement of a child with a teacher for adoption or foster care.
2. A teacher granted childbirth or childcare Leave must return to work no later than one (1) year from the end of the semester in which leave was taken. Failure to return at this time will constitute voluntary termination of employment. Two extensions of one year each childbirth/childcare leave may be granted upon application by the teacher on leave.
3. Request for childbirth or childcare leave shall be submitted no later than thirty (30) days prior to the beginning of the semester during which the childbirth or childcare leave is expected. However, an expectant parent may request their leave at the beginning of their pregnancy if such request is accompanied by a doctor's statement attesting to the need for leave.

**E. Military Leaves**

1. A teacher who is conscripted, or who enlists while eligible for conscription, or joins the Peace Corps in lieu of conscription, shall be reinstated as a regular teacher with full credit including annual increments under the salary schedule.
2. Increment credit for military leave shall not extend beyond the time of original enlistment or beyond the time necessary to discharge the teacher's military obligation.
3. When a teacher must take temporary military leave (not to exceed fourteen [14] school days) during the school year, the Board shall compensate the teacher involved for the difference between the teaching pay and the military pay and shall provide a substitute for their position, if necessary, without loss of pay; however, all reasonable efforts by the teacher must be pursued to arrange leave during the spring/summer.

**F. Leaves for Public Service**

A teacher may be granted leave for public service on an annual basis if they are elected or appointed to public office, subject to sufficient notice to make adequate provision for replacement. Such leave shall not be extended beyond a second year and the request for extension must be made in writing at least sixty (60) days before the expiration date of the original leave.

**G. Mutual Consent Leave**

A noncompensable personal leave may be granted to a teacher upon their request when it is mutually agreeable to the teacher, Provost, Vice President of Human Resources and the President. The employee will not be eligible for benefits.

**H. Benefits While on Leave**

The board shall provide to teachers while on leave as specified below the following insurance coverages for the periods indicated:

1. A teacher on sabbatical leave shall be provided with life, long-term disability, dental, and health insurance coverages as described above for the period of leave.
2. Each person on a health leave shall be granted the same employer paid health, vision and dental benefits that are provided to full-time employees who are members of the bargaining unit. Benefits shall be provided for an initial term of twelve months allowing for renewals as stated in Article XVIIB. commencing the first day of the leave provided that the person provides a written diagnosis and prognosis by an attending physician stating the teacher's inability to work.
3. Teachers on childbirth or childcare leave shall be provided with life, long-term disability, dental and health insurance coverages as described above for up to six months following the birth of a child.
4. The liability of the Board shall be specifically limited to the provisions of 1., 2., and 3. above. Extensions of leave shall not extend these coverages. Teachers on other forms of personal and professional leave may elect to continue under the College health insurance, at the teacher's expense, subject to the limitations of the terms of the insurance contract.

## ARTICLE XVIII PERSONAL BUSINESS LEAVE

A. Each teacher will be allowed up to five (5) days (non-cumulative) per year for personal business. Personal business may not be taken immediately preceding or immediately following holidays or recess periods for the purpose of extending such periods. A Report of Absence form must be submitted per present operating procedures, except at no time shall a teacher be required to reveal the nature of such personal business. Computation of days to be deducted for personal business shall include the first and last day of personal business and all intervening faculty duty days.

B. A teacher will be allowed up to five (5) days funeral leave for each bereavement in their immediate family. (See Appendix C) A Report of Absence form must be submitted per present operating procedures.

C. Upon timely request of the teacher, and with the approval of the immediate instructional supervisor, temporary substitutes shall be provided for teaching duties ordinarily assumed by the absent teacher during a personal business leave day.

A teacher employed at any time other than the beginning of the fall semester shall have their personal business leave days prorated for the period of employment of the academic year.

## ARTICLE XIX JURY DUTY

A leave of absence shall be granted to a teacher called for jury service. In such cases, the teacher shall notify the vice president of human resources or their designee at the time of the call, provide documentation, and the Board shall pay to the teacher an amount equal to the difference between the teacher's salary as computed on a daily basis and the daily jury duty fee paid.

All rights and benefits provided by this agreement shall be continued uninterrupted for a teacheron this leave.

## ARTICLE XX SICK DAYS

A. Each teacher shall be credited with one day of Sick Leave for each month of employment for

personal illness or injury. There shall be a maximum of twenty (20) accumulated sick days. Sick days may be used for FMLA qualified reasons. This provision shall not apply when an employee is on an approved leave.

B. The teacher may find the balance of their sick days on the Macomb portal.

C. The teacher shall provide a statement from a physician substantiating an absence due to illness of five (5) consecutive working days in order to be consistent with requirements of the insurance carrier.

D. Computation of days to be deducted from a faculty member's sick leave bank shall include the first and last day of illness and all faculty duty days in between.

## ARTICLE XXI METHODS OF COMPENSATION

A. The salaries of teachers covered by this agreement are set forth in Appendix A of this Agreement.

B. Salary payments shall be computed and paid in one of the following methods at the option of the teacher.

1. The annual salary shall be paid in twenty-six (26) equal bi-weekly payments (see Appendix B). This option shall remain in effect each year unless the payroll office is notified in writing prior to August 1. Effective in the calendar year 2025, the annual salary shall be paid in semi-monthly payments.

2. The annual salary shall be paid in twenty (20) equal bi-weekly payments, beginning with the first faculty pay date (see Appendix B). This option shall remain in effect each year unless the payroll office is notified in writing prior to August 1. Effective in the calendar year 2025, the annual salary shall be paid in semi-monthly payments.

3. A teacher electing option 1. above, may, upon written request prior to May 1 of each year, receive the unpaid portion of their salary at the final pay date in May.

4. Extra-contractual pay for semester classes shall commence on the fourth pay date of the semester and shall be paid over seven (7) or ten (10) consecutive pays, at the teacher's option. The current option shall remain in effect unless the payroll office is notified by the first day of classes for that semester. However, payments for extra-contractual selections made after the first faculty pay date shall be paid beginning no later than the second faculty pay date from the start of the assignment and shall be prorated over the pay dates remaining in the teacher's seven or ten-pay option for that semester.

5. Pay for spring/summer semester classes shall commence no later than the second pay date after the start of the teacher's classes and shall be paid over the number of pay dates in the classes' duration or over the remaining number of pay dates in the academic year, at the teacher's option. The current option shall remain in effect unless the payroll office is notified by the first day of the class. Variations in these options shall be available to teachers who have filed a letter of retirement.

6. Excess enrollment pay shall be paid on the sixth (6) pay of the semester.

C. Teacher’s pay will be made by direct electronic deposit to either the teacher’s checking or savings account or the teacher’s debit card, at the teacher’s option.

D. The Board shall authorize items eligible for payroll deductions. These items shall include all those required by law, all tax-sheltered annuity (TSA) plans, which comply with IRS Code 403B, and others as may be mutually agreeable to MCCFO and the Board. Any individual payroll deductions shall require proper authorization by the teacher except in the case of requests from authorized legal authorities such as subpoena, garnishment, or administrative agency, including but not limited to Wage and hour, Department of Labor, and legal court systems. Upon receipt

of a signed authorization for deduction of membership dues and assessments of MCCFO from any teacher, the sum of said dues and assessments as established by MCCFO will be deducted from the regular salaries of such teachers and remitted to the treasurer of MCCFO. The number of deductions will be agreed upon with the business office. Human Resources shall send a report of all MCCFO members that includes their union dues payment and employment status (leave or active) to the MCCFO office within thirty (30) days of the start of the Fall and Winter semester.

E. Salary errors will be adjusted upon detection and corrections made retroactive within legal limits.

F. If it becomes necessary to contract professional service from any teacher, the rate of reimbursement shall be at the rate prevailing in the community for the type of professional skill sought by the employer. This service shall not affect the limits of extra-contractual assignments stated in Article XIV.A.5. Acceptance or rejection of such an assignment will not be considered as merit on the teacher's record nor shall it be considered a condition of employment.

G. The hourly rate for thirty-five (35) hours per week faculty shall be computed based on 169 days.

H. No unilateral withholding of a paycheck or any portion thereof shall be permitted except for unauthorized or unreported absences, disciplinary suspension or legal actions (i.e., garnishments) resignation without notice.

I. Payment for supplemental services will be made as specified in the supplemental contract detailing such services.

J. Teachers will receive payments for extra-contractual and spring/summer school teaching on a bi-weekly basis at the salary rates set forth in Article XIV.A. of this agreement. Payment shall be made according to dates set forth in Appendix B of this agreement.

K. When transportation is required and not provided by the College, travel between campuses or on any College business after a teacher has reported to their first daily assignment shall be reimbursed at the established College rate. In order to receive travel reimbursements, forms shall be submitted the month following the travel.

L. Compensation for temporary substitute teaching shall 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's leave account.

M. No compensation shall be paid to any faculty member except in accordance with the terms of this Agreement.

## ARTICLE XXII CREDIT FOR PREVIOUS EXPERIENCE

A. Newly hired teachers may be given credit for up to and including eleven (11) years of experience, provided that credit may not exceed the actual experience and there is no retroactive effect of this provision. The newly employed teacher shall be placed on the salary schedule at a step commensurate with their acceptable experience according to the table below. Acceptable experience shall consist of teaching and work experience applicable to their assignment.

| | |
|---|---|
| 0 - 6 years experience | Step 1 |
| 7 years | Step 2 |
| 8 years | Step 3 |
| 9 years | Step 4 |
| 10 years | Step 5 |
| 11 years | Step 6 |

B. The experience to be credited shall be at the discretion of the vice president of human resources but shall not exceed the provisions of A. above.

C. Former bargaining unit members who passed their probationary period will continue to accumulate salary benefits while employed by the College in an administrative position as though they had remained in the bargaining unit and will be paid accordingly if they are reverted to faculty status. Such reverted administrators shall not have accumulated faculty seniority while serving as administrators. A transfer under Article IV.F. shall take precedence over the transfer of an administrator to a faculty position under this provision.

## ARTICLE XXIII INSURANCE

The Board shall provide, at no cost to the teacher, except as specifically noted below, a program of insurance protection which shall remain in effect for the duration of this agreement.

A. **Life**

The Board shall continue to provide life insurance protection in the amount of twice* the teacher's annual base contract salary. Additional life insurance protection under existing policies may be purchased at the teacher's expense and paid for through payroll deduction subject to the limitations of the terms of the insurance contract.

(* As authorized by the Older Workers Benefit Protection Act, this amount will be reduced by 33% at age 65 and by 33% of the original amount every 5 years thereafter.)

B. **Short-Term Sickness and Accident Insurance**

The Board shall continue to provide short-term sickness and accident insurance in the amount of 70% of the teacher's base contract and extra-contractual earnings of the preceding academic year or the teacher's current base salary, whichever is greater. Disability benefits shall commence upon the exhaustion of sick leave days up to twenty (20) days or accumulated sick leave days, whichever occurs first, but no sooner than the sixth (6th) day of absence. This insurance shall apply to absence from work because of illness, accident, or hospitalization. Benefits continue through the thirteenth week or end of disability,whichever occurs first.

C. The Board shall continue to provide long-term disability insurance in the amount of 70% of the teacher's base contract and extra-contractual earnings of the preceding academic yearor the teacher's current base salary, whichever is greater. Disability benefits shall commence the fourteenth week of total disability and continue for the period of total disability.

In accordance with the 1978 Age Discrimination in Employment Act Amendments and Final Interpretive Bulletin by the Department of Labor, the following shall apply: If disability occurs at age 60 or before, benefits will cease at 65. If disability occurs after age 60, benefits will cease five (5) years after disablement or at age 70, whichever occurs first. If long-term disability benefits commence at age 69 or older, benefits will be paid for twelve months.

During the time of total disability, there shall be excluded from the non-duplication offset any

social security benefits in excess of those in effect at the time of disability.

D. **Accidental Death and Dismemberment**

The Board shall continue to provide accidental death and dismemberment insurance in the amount of $5,000.

E. **Medical Care Plan**

1. The Board shall provide each teacher with the following options in selecting health care coverage or a cash benefit in lieu of such coverage:
   a. A PPO option with a prescription drug rider. The plan design will be developed by the Health Care Coalition and the College;
   b. An HMO option with plan option design as developed by the Health Care Coalition and the College. As of April 13, 2023, new hires will not have an HMO option;
   c. Other options may be offered if the Health Care Coalition and the College agree.

The contribution paid by faculty members following the effective date of this agreement will be subject to the requirements of Public Act 152.

2. The coverage for which the Board will contribute under the foregoing may be, at the teacher's option, protection for (1) single, or (2) two-person and (3) family, including only spouse and eligible children twenty-six (26) years of age and under.
3. The Board's annual contribution toward the premium for the coverage selected under the health care coverage options shall be subject to the requirements of Public Act 152. Each year Human Resources will make the union aware of the Board's decision during a Health Care Coalition meeting. The teacher shall pay the balance of the premium through payroll deduction.

F. **Dental Insurance**

The Board shall provide dental insurance for all teachers and their eligible dependents with plan option design as developed by the Health Care Coalition.

G. **Vision Insurance**

The Board shall provide vision insurance for all teachers and their eligible dependents with plan option design as developed by the Health Care Coalition.

H. **Workers' Compensation**

Each employee shall be covered by the applicable Workers' Compensation Laws. In the event an employee is entitled to benefits under the Workers' Compensation Act, the difference between the workers' compensation benefit and 65% of the teacher's basic contract salary will be paid them from their accumulated sick leave allowance which shall bepro-rata reduced.

The use of accumulated sick leave shall not exceed twenty (20) work days missed by the employee on workers' compensation during the employee's base contract year. Supplemental, extra-contractual and special services payments shall not be made part of the salary off-set.

I. **Professional Liability**

The Board shall provide professional public liability insurance in the amount of two hundred thousand ($200,000) per teacher covering services rendered during the course of employment.

J. The Board shall provide to teachers while on leave as specified below the following insurance coverages for the periods indicated:

1. A teacher on sabbatical leave shall be provided with life, long-term disability, dental and health insurance coverages as described above for the period of leave.
2. Each person on a health leave shall be granted the same employer paid health, vision and dental benefits that are provided full time employees who are members of the bargaining unit. Benefits shall be provided for an initial term of twelve months allowing for renewals as

stated in Article XVII.B. commencing the first day of the leave provided that the person provides a written diagnosis and prognosis by an attending physician stating the teacher's inability to work.

3. Teachers on childbirth or childcare leave shall be provided with life, long-term disability, dental and health insurance coverages as described above for up to six months following the birth of a child.
4. The liability of the Board shall be specifically limited to the provisions of 1., 2., and 3. above. Extensions of leave shall not extend these coverages. Teachers on other forms of personal and professional leaves may elect to continue under the College health insurance, at the teacher's expense, subject to the limitations of the terms of the insurance contract.

## ARTICLE XXIV OTHER FRINGE BENEFITS

A. **Cost-of-Living Allowance**

1. The Board shall make provision for cost-of-living allowance as hereinafter set forth.
2. The amount of cost-of-living allowance (COLA) shall be determined and re-determined as provided below on the basis of the Consumer 's Price Index for All-Urban Consumers, published by the Bureau of Labor Statistics, Department of Labor (1982-84 = 100), and hereinafter referred to as the "Index."
3. The continuance of COLA shall be contingent upon the availability of the Index in its present form. However, if the Index is discontinued in its present form, the parties to this Agreement agree to reconvene negotiations to determine an equivalent method of computing COLA.
4. The amount of COLA shall be the dollar equivalent of the percentage increase in the annual average of the Index, rounded to the nearest one-tenth of one percent, multiplied by the teacher's base salary. This percentage shall be determined by the following formula: 100 X (Y1 - Y2)/Y2, where Y1 equals the annual average of the most recent past calendar year and Y2 equals the annual average of the calendar year preceding the most recent past calendar year.
5. The amount computed in 4. above shall be added to each teacher's base salary for the next year as provided in Appendix A.

B. The Board shall continue to provide teachers and their dependents with a waiver of tuition for all credit classes taken at Macomb Community College, but not registration and course related fees.

C. **Non-Contributory Annuity Investment Plan**

1. The College shall make a contribution on behalf of each employee to a 403(b) tax sheltered annuity, 457 deferred compensation account of mutual fund selected by the employee under this non-elective deferral plan or cash. The contribution is based on full time service beginning with year(s).

Effective for the 2023-2024 academic year and thereafter and upon the ratification of the agreement and board approval the following changes will occur for the non-contributory investment:

| Years of Full-Time Service at MCC | Percent of Base Salary |
|---|---|
| 3-14 full time years at MCC | .5% |
| 15-19 full time years at MCC | 1.5% |
| 20-24 full time years at MCC | 2.5% |
| 25-29 full time years at MCC | 3.5% |
| 30+ full time years at MCC | 4.5% |

## ARTICLE XXV CONFORMITY TO LAW

This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties, and obligations of the Board, MCCFO, and faculty in the bargaining unit; and 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 or decree 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.

## ARTICLE XXVI MATTERS CONTRARY TO AGREEMENT

This Agreement shall supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All individual teacher contracts shall be made expressly subject to the terms of this agreement. The provisions of this agreement shall be incorporated into and be considered part of the established personnel policies of the Board affecting teachers.

## ARTICLE XXVII SELECTION OF PROFESSIONAL STAFF

A. If the faculty of a discipline determine, through a majority vote, that hiring new full-time faculty in the discipline is desirable, they shall have the right to initiate a request for hiring full-time teachers through the new faculty request process initiated by the Office of the Provost.

B. Whenever a full-time teaching position is posted, an ad hoc committee of no fewer than five (5) teacher members and one area administrator acting as an observer with the unanimous approval of the hiring committee shall review applications, interview candidates, and recommend appointees for each vacancy. This committee shall be established by means to be determined within each discipline or area and the chair of the hiring committee or their designee will attend one Inclusion, Diversity, Equity, Access (IDEA) orientation as provided by the Human Resources Department. When fewer than five (5) members of a discipline or area are available for committee service the necessary additional teachers shall be selected from the parent department, area or like discipline at the other campus.

C. The hiring committee will submit recommendations to the dean and provost for full-time teaching positions within the college's fifteen (15) working days after expiration of the posting period and shall include the names of at least two (2) specific applicants preferred by the committee with written rationale to support their selections. The committee's recommendations shall be recorded and forwarded to the immediate supervisor. In the event of a disagreement, both the committee's recommendation and the administration's recommendation shall be forwarded concurrently to the Provost and the President.

**D. HIRING PROFILE**

The following statements form a profile for the hiring of new faculty at Macomb Community College:

1. **Academic Credentials:** A contractually appropriate degree or equivalent work experience directly related to the discipline and in compliance with HLC requirements.
2. **Academic Preparedness:** A current and comprehensive knowledge of the discipline providing a foundation for effective teaching and learning.
3. **Licensing or Certification:** Possession of a professionally recognized credential or designation, or the eligibility to obtain that credential or designation, when appropriate.

4. **Experiential Background:** Relevant experience assuring up-to-date skills in the discipline.
5. **Written/Verbal Presentation Skills:** Documented or demonstrated skills or experiences which verify professional teaching and communication ability.
6. **Technological Proficiency:** Knowledge of computer-supported, assisted, or based instruction and the demonstrated ability to integrate into instructional practice. *
7. **Curricular Development:** Knowledge of curriculum development and demonstrated ability to design or revise curricula to maintain relevancy and meet changing needs. *
8. **Assessment:** Knowledge of and demonstrated ability to assess learning outcomes. *
9. **Learning Theory and Practice:** Knowledge of, or commitment to learn and use, concepts and practices promoting effective teaching and learning. *
10. **Pedagogical Flexibility:** Knowledge of, or commitment to learn and use, a variety of pedagogical tools to enhance learning by students with varying backgrounds and learning styles. *
11. **Community College Mission:** Knowledge of, or commitment to learn, the unique mission(s) of the comprehensive community college and its place in higher education. *
12. **Shared Governance:** Knowledge of the concepts and practices of academic governance, including employee involvement and individual accountability. *

    * This standard may be waived at the time of hire, but the newly hired teacher will be required to prepare a plan with the teacher's supervisor designed to achieve the standard by the end of the probationary period.

## ARTICLE XXVIII STAFF REDUCTION

A. **Layoff**

Whenever there is insufficient work to provide each faculty member with a full workload, as defined in Article XII.C., then the necessary number of faculty members of the discipline where this lack of work exists may be laid off without pay except as provided in Article XXVIII.B.

1. Layoff shall be implemented by identifying the discipline where over-staffing exists. The least senior employee of the discipline shall be laid off first. The president of MCCFO must be given prior notice of and an opportunity to discuss such layoffs through the service committee before they are implemented.
2. Bumping shall be permitted if the teacher is assigned to a discipline where layoff must occur and if said teacher is qualified to teach in another discipline or department. A qualified teacher is one as defined in Article IV.D. of this Agreement.
3. When circumstances shall be appropriate, each teacher laid off as aforementioned shall be reinstated in inverse order of their placement on layoff.
4. Such re-employment shall not result in loss of status or credit for previous years of service.
5. No new appointments shall be made while there are available teachers laid off who are adequately qualified to fill the vacancies unless such teachers fail to advise the president of their acceptance of employment within fifteen (15) working days from date of notification by the president of positions available.

B. **Staff Retraining**

When there is neither a general decline in student population nor a substantial decrease in revenue of such magnitude that the end for which retraining is intended no longer exists, but where there is staff reduction because of program modification, course deletion or insufficient enrollment affecting a particular department or area, teachers affected shall have the right to retrain according to the conditions set below. Such retraining would be interpreted as a voluntary

transfer for seniority purposes.

1. The administration shall identify, by February 15, each discipline where insufficient work will probably exist during the next academic year and the number of faculty that will probably be unable to obtain a full load. All members of these disciplines will be provided with this information.

   The administration shall also provide, by February 15, a list of all disciplines for which retraining is possible, and the maximum number of retraining leave applications that would be appropriate for those disciplines. The president of MCCFO will also be provided with this information, as well as an opportunity to discuss this at service committee. MCCFO shall have the right to add probable over-staffed disciplines and positions to the list of said disciplines and positions.
2. Teachers in a discipline identified as over staffed shall have until March 15 to apply for a retraining leave. This application shall include: 1) the discipline for which retraining is intended consistent with the list of disciplines established in 1. above, 2) a plan of study that would qualify the applicant for that discipline, 3) the amount of time, not to exceed two years, required to complete the plan of study, and 4) a schedule of periodic progress reports.
3. Application for retraining will be forwarded to the sabbatical leave committee and the appropriate vice president. The sabbatical leave committee will evaluate each retraining leave application to determine if it fulfills the requirements of 2. above. If there are enough approved applicants and enough leaves as provided in Article XVI.B., the number of retraining leaves awarded to members of a discipline shall be the same as the number of over staffed positions in that discipline.
4. Progress reports shall be filed with the appropriate vice president. Lack of satisfactory progress in fulfilling the approved plan will result in immediate layoff without pay.
5. Retraining leaves, excluding extensions, shall be at full pay. Extensions for a second year, without pay, may be granted upon application to the Board.
6. At the start of a retraining leave, the teacher shall be assigned, as a voluntary transfer for purposes of seniority, to the discipline for which they are training. After the first year of retraining and upon acquiring the qualifications specified in Article XII.B.7., the teacher will be allowed to select a workload in the discipline. However, the qualifications of Article IV.D. must be satisfied by the end of the retraining leave. Failure to complete Article IV.D. qualifications will result in layoff.
7. Any faculty member who is without a full load and not on a retraining leave is subject to the provision of Article XXVIII.A.
8. Faculty members on retraining leaves shall suffer no loss of seniority.
9. Faculty members returning from retraining leave shall have their base salary set at the amount it would have been if they had not taken a retraining leave.
10. Retraining leaves shall be limited to permanent status teachers.

    Exhaustion of the benefits provided herein shall satisfy the obligation of the College to provide compensable retraining leaves.

## ARTICLE XXIX SENIORITY

A. There shall be recognized the following categories of seniority: Institutional and Division/Department or Area

   1. Institutional seniority shall consist of all years of full-time teaching with the College. Institutional seniority shall prevail in all questions concerning staff reduction.
   2. Division/Department or Area seniority shall consist of all years of full-time teaching

within a division/department or area. Such seniority shall prevail in all questions concerning order of selecting teaching assignments, extra-contractual and spring/summer assignments consistent with the provisions of Articles XII and XIV.

B. **Transfers and Seniority**

1. A teacher who is transferred voluntarily or involuntarily shall suffer no loss of institutional seniority.
2. A teacher who voluntarily transfers to another division/department or area shall have no accumulated division/department or area seniority in the division/department or area intowhich they transfer. However, their division/department or area seniority shall be higher than that held by any probationary teacher in the division/department or area.
3. A teacher who transfers voluntarily to another division/department or area shall not lose the seniority accumulated in that division/department or area from which they transfer. A teacher who voluntarily accepts a special assignment outside of their division/department or area, but remains in the bargaining unit, shall continue to accumulate seniority within their department/division or area.
4. A teacher who is transferred involuntarily to another division/department or area according to the provisions of Article IV.F.2. of the agreement, shall carry with them the division/department or area seniority accumulated in the division/department or area from which they transferred.

C. In the event of the elimination of the position during a leave, institutional seniority at Macomb Community College shall be the determining factor in filling staff assignments for which the teacher is qualified. In addition, the teacher shall have the right to return to their division/department/area provided the leave does not exceed one (1) semester and excluding retraining leaves. A teacher shall have the right to return from the following leaves and their seniority shall be cumulative excluding extensions.

1. professional leaves of absences as described in Article XVI.A.1.
2. military duty
3. maternity/childcare
4. long-term and short-term disability
5. retraining
6. involuntary leaves of absence (excluding disciplinary suspension)
7. public service
8. mutual consent leaves

D. An employee shall lose their seniority through voluntary resignation and through discharge for cause.

E. The seniority list of all full-time teachers which indicates date of hire as a full-time teacher, amount of institutional seniority and current department/division or area seniority will be available on the college's website. The list will be updated no later than sixty (60) days before the fall and winter class selection deadlines. Disputes concerning the accuracy of the list shall be filed with the vice president of human resources, or their designee, no later than thirty (30) days before fall or winter class selection deadlines. Human Resources will attempt to resolve the dispute within twenty (20) days of the alleged inaccuracy. Should there be no satisfactory resolution within twenty (20) days of Human Resources review, the teacher shall have the right to grieve the alleged inaccuracy of the said seniority list. If no grievance is filed within the twenty (20) days, the seniority list shall be conclusive on seniority rights.

## ARTICLE XXX ABSENCE POLICY

An absence shall be construed to mean the failure of a teacher to meet their scheduled assignments including extra-contractual assignments and posted office hours.

A. **In General**

1. It shall be the obligation of the teacher to report any absence to their immediate supervisor(s) prior to the absence or within twenty-four (24) hours if possible. It shall be incumbent upon the teacher to ensure that appropriate forms and notification are completed, and the bank charged identified in the reporting of the absence.
2. There shall be no charge to leave banks for days in which school is canceled by the College because of inclement weather, acts of God, or civil disaster.
3. In case of approved professional leave, absences shall not be charged when a teacher's obligations are fulfilled under an arrangement of voluntary service by their fellow teachers.

B. **Classroom Teachers**

1. A full-day's absence shall be charged to the appropriate bank if the teacher is absent for more than one-half of a day's regularly scheduled assignments. A half-day's absence shall be charged to the appropriate bank if the teacher is absent for one-half or fewer of a day's regularly scheduled assignments.
2. Spring/Summer Absences - Teachers shall be allowed absences for illness, personal business, or emergencies in accordance with the following table based upon the length of spring/summer assignments:

| | | |
|---|---|---|
| 1-2 weeks = 1 day | 5 weeks = 2.5 days | 8 weeks = 4 days |
| 3 weeks = 1.5 days | 6 weeks = 3 days | |
| 4 weeks = 2 days | 7 weeks= 3.5 days | |

C. **Counselors, Academic Advisors, Librarians, Internship Coordinators, Apprentice Coordinators, and Research Assistants**

1. Sick, personal business, and professional growth leave banks will be charged one hour for each hour of absence from scheduled work.
2. Each sick, personal business, and professional growth leave day equals seven hours.
3. If the absence includes absence from an extra-contractual classroom assignment, the appropriate bank will be charged as follows:
   a. 3.5 or fewer service and/or classroom hours of absence = one half day.
   b. More than 3.5 up to and including 7 service and/or classroom hours of absence = full day.
   c. Over 7 service and/or classroom hours of absence = actual hours of absence.

## ARTICLE XXXI EVALUATION OF PROFESSIONAL STAFF

A. **Evaluation of permanent contract teachers**

1. The purpose of evaluations for permanent contract teachers is to provide a basis for continuous professional improvement and to ascertain the teacher's effectiveness in the performance of their profession.

   Three evaluation instruments shall be established. The instruments shall be peer, student and administrative and shall be district wide. Each teacher must select the student evaluation and one of the other two.

   The results shall be kept in the teacher's personnel file for no longer than six (6) years. Data confidentiality will be guaranteed by limiting the access to the information in the file specifically to the appropriate administrators and potential legal requests, including but not limited to, FOIA requests, discovery, administrative agency review (i.e., Office of Civil Rights, Michigan Department of Civil Rights, Department of Education, Equal Employment Opportunity Commission, Michigan Employment Rights Commission, and Department of Labor). No transfer, transport, or access of individual identifiable personal data shall be undertaken without every reasonable precaution having been taken to protect the security of the data from unauthorized sources.

2. **Procedure**

   a. **Peer, and administrative evaluations**

      1. The peer or administrative evaluation process shall be completed once every three years. Full time teachers will conduct the evaluation during the fall term.
      2. The results of such evaluations will be recorded on and consistent with the current applicable form. The Associate Deans, the Deans of the area, and Human Resources will receive the complete results of the evaluations. The parties may agree to change these forms by mutual agreement.

   b. **Student evaluation of teachers**

      1. All teachers shall use student evaluations in every section taught throughout the calendar year.
      2. The results of such evaluations will be recorded on and consistent with the current applicable form. The parties may agree to change these forms by mutual agreement.
      3. The student evaluation forms will be gathered in an electronic format.Students will be allowed to complete and submit the forms anonymously.
      4. The College will attempt to ensure that the results are returned in a timely fashion.

   c. **Student evaluation of counseling, academic advising, internship/ apprenticeship coordinator**

      1. Student evaluation of counselors and academic advisors will be conducted after every scheduled appointment or walk-in consultation.
      2. The results of such evaluations will be gathered in an electronic format. The form shall also provide the student with information regarding realistic expectations of the services sought. The parties may agree to change the information in an electronic format by mutual agreement.
      3. Students will receive the evaluation in an electronic format. If the student is unable to complete the evaluation in an electronic format, they will be given directions for submitting the information.
      4. The College will attempt to ensure that the results are returned in a regular and timely fashion.

d. **Student evaluation of library services**

1. Student evaluation of librarians will be conducted after every professional contact.
2. The results of such evaluations will be recorded on and consistent with forms developed by the parties. The form shall also provide the student with information regarding realistic expectations on the services sought. The parties may agree to change these forms by mutual agreement.
3. Students will be encouraged to complete and submit the form before leaving. If the student is unable to do so, he or she will be given directions for submitting the form by mail or electronically.
4. The College will attempt to ensure that the results are returned in a regular and timely fashion.

e. Faculty on probationary status shall be evaluated in accordance with the appropriate contractual provisions.

f. Confidentiality of student responses and complaints will be maintained in all cases.

B. **Evaluation of Probationary Contract Teachers**

1. The immediate supervisor will be responsible for convening the evaluation team for eachnew member of the bargaining unit holding a probationary contract. They will form such a committee on or before October 1.
2. The evaluation team shall consist of three (3) people; two (2) of whom shall be members of the bargaining unit on permanent contract. The third shall be the immediate supervisor. The bargaining unit members of the team will be chosen by the permanent members of the division/department.
3. The immediate supervisor shall call a meeting of the evaluation committee and the member of the bargaining unit being evaluated on or before October 15.
4. At this first meeting the evaluation committee will agree upon the method to be used. Factors which must be considered in the evaluation are peer, and administrative evaluations; student evaluations, course syllabi, from every assigned section; and progress reports under hiring profile development plans.
5. The methods and time schedule for carrying out the evaluation will be documented in writing and shall become an initial record of the work of the team. A record of all subsequent work by the team shall be preserved in writing and shall be included with its final appraisal of the professional effectiveness of the instructor being evaluated.
6. If, at any time during the probationary period, the immediate supervisor and/or the bargaining unit member of the evaluation team decides that the member of the bargaining unit evaluated is inadequate in some area which could lead to a desire on thepart of the College not to renew their contract, they must communicate this concern to the member evaluated and to their immediate supervisor in separate written memorandum. On receipt of the memorandum, the immediate supervisor must call a meeting with the bargaining unit members of the evaluation team, and the member evaluated, at which steps will be considered that can be taken by the member evaluated to correct their inadequacies.
7. The first written report in the evaluation procedure must be completed by March 15. It shall be signed by all members of the evaluation team. In addition to all written records of the work of the team, it must include:

   a. a statement of the methods and procedures used in the evaluation

b. who participated and when

c. the appraisal of the member's professional effectiveness

The member of the bargaining unit who was evaluated, and their immediate supervisor shall receive a copy of the report. (A copy shall also be placed temporarily in their personnel file.) The member of the bargaining unit being evaluated shall have the right to answer the evaluation report in writing. Their reply shall become a part of all copies of the report.

8. The evaluation team shall undertake a second evaluation which shall be completed by December 15 of the second year of the probationary period and a third evaluation which shall be completed by December 15 of the third year of the probationary period.
9. The third report of the evaluation team shall include a recommendation for the granting of a permanent contract, or a recommendation for separation from the College at the conclusion of the probationary contract. A copy of the recommendation shall be delivered to the member evaluated, the secretary of MCCFO, and the immediate supervisor on or before January 1.
10. If the immediate supervisor and/or the bargaining unit members of the evaluation team recommends separation from the College at the conclusion of a second, or third year probationary contract, the immediate supervisor, after consultation with their dean, will forward the recommendation, to the standards committee as the first step in due process on or before January 15.
11. Dates used above or other such dates used in the Contract shall be appropriately adjusted if a member joins the College in the second semester of any academic year or at any other time not covered in this Agreement.

Any procedure employed in separation of any member of the bargaining unit from the College will be governed by due process.

## ARTICLE XXXII SERVICE COMMITTEE

A. A service committee consisting of six (6) members shall be established with such functions as are described below reserved solely to it.

1. **Faculty** - faculty membership of the service committee shall be the president of MCCFO, a representative from the south campus, and a representative of the center campus. One of the campus representatives shall be the chief negotiator for MCCFO.
2. **Administration** - administrative representatives to the service committee shall be the chief negotiator for the Board team, the provost, and a designee of the president or their respective designees.

B. **Functions**

The service committee shall provide the context in which the parties may discuss and attempt to cooperatively resolve mutual problems. These problems may include, but shall not be limited to, clarification of the intent of the master agreement and issues arising between MCCFO and the Board which are not covered by the various articles and provisions of the master Agreement. The deliberations and determinations of the service committee shall not preclude the implementation of the grievance procedure, or the provisions of Article XXXIII, nor limit the proper authority of the Board or MCCFO.

C. **Procedures**

Meetings of the service committee may be called by either party. Either party may, with the

prior consent of the other, invite support or staff personnel to attend meetings.

D. Effective upon the ratification of this agreement decisions made in service committee meetings that changes the terms and conditions of the collective bargaining agreement will be incorporated into a Letter of Agreement and signed by all parties.

## ARTICLE XXXIII TERMINATION AND MODIFICATION

A. This Agreement shall be effective as of September 28, 2023, and shall continue in full force through August 15, 2026, subject to conditions set forth herein.

B. Either party may give written notice to the other of its desire to negotiate sections no later than March 1, 2026, but not prior to February 1, 2026.

C. Except as specifically noted herein, collective bargaining meetings between the Board and MCCFO may be called during the term of the 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 MCCFO.

D. Any amendments that may be agreed upon during the life of this Agreement shall become and be part of this Agreement without modifying or changing any other terms of this Agreement.

IN WITNESS WHEREOF, the said parties have caused this document to be executed by their duly authorized officers.

| | |
|---|---|
| COMMUNITY COLLEGE DISTRICT<br>OF THE COUNTY OF MACOMB | MACOMB COMMUNITY<br>COLLEGE FACULTY<br>ORGANIZATION |

## APPENDIX A FACULTY SALARY SCHEDULE

1. For 2023-2024, there will be a 4.5% increase upon ratification of the agreement and Board approval. There will be two additional steps added to the salary schedule (Step 18 and Step 19). For 2023-2024, each teacher will move two steps.

2. For 2024-2025 there will be a 3.0% increase and one step. For 2025-2026, there will be a 3.0% increase and one step. The salary schedule during the term of this agreement for all 169-day Teachers, Counselors, Librarians and 225-day Advisors shall be as follows:

| STEP | 2023-2024 | 2024-2025 | 2025-2026 |
|---|---|---|---|
| 1 | $63,732.46 | $65,644.43 | $67,613.77 |
| 2 | $66,225.83 | $68,212.60 | $70,258.98 |
| 3 | $68,718.16 | $70,779.70 | $72,903.09 |
| 4 | $71,210.48 | $73,346.79 | $75,547.20 |
| 5 | $73,702.81 | $75,913.89 | $78,191.31 |
| 6 | $76,193.04 | $78,478.83 | $80,833.20 |
| 7 | $78,685.37 | $81,045.93 | $83,477.30 |
| 8 | $81,177.69 | $83,613.02 | $86,121.41 |
| 9 | $83,670.02 | $86,180.12 | $88,765.52 |
| 10 | $86,162.34 | $88,747.21 | $91,409.63 |
| 11 | $88,653.62 | $91,313.23 | $94,052.63 |
| 12 | $91,146.99 | $93,881.40 | $96,697.84 |
| 13 | $93,638.27 | $96,447.42 | $99,340.84 |
| 14 | $96,130.60 | $99,014.51 | $101,984.95 |
| 15 | $98,622.92 | $101,581.61 | $104,629.06 |
| 16 | $101,115.25 | $104,148.70 | $107,273.16 |
| 17 | $104,164.56 | $107,289.49 | $110,508.18 |
| 18 | $106,768.67 | $109,971.73 | $113,270.88 |
| 19 | $109,437.89 | $112,721.02 | $116,102.65 |

3. Beginning in 2024-2025 annually each teacher shall move to the next step on the salary step scale except asprovided in 4 below until the maximum is reached.

4. Faculty members hired after the start of the academic year but before the end of the winter term will be paid a pro rata portion of the pay step they are placed on based on the portion of the academic year worked. At the start of the next academic year their salary will be

adjusted as if they had been employed for the entire preceding academic year and they will be placed on the appropriate step. Faculty members hired after the end of the winter term but before the start of the fall term will remain on their initial step for the following academic year.

5. Academic advisors shall be paid at 1.0103 over maximum once they have reached the scheduled maximum (Step 19).

## APPENDIX B FACULTY PAY DATES

| Pay# | | **2023-24** |
|---|---|---|
| 1 | | 8/18/2023 |
| 2 | | 9/01/2023 |
| 3 | | 9/15/2023 |
| 4 | 1st EC Pay | 9/29/2023 |
| 5 | Excess Enrollment Pay | 10/13/2023 |
| 6 | | 10/27/2023 |
| 7 | | 11/10/2023 |
| 8 | | 11/24/2023 |
| 9 | | 12/08/2023 |
| 10 | | 12/22/2023 |
| 11 | | 1/05/2024 |
| 12 | | 1/19/2024 |
| 13 | | 2/02/2024 |
| 14 | 1st EC Pay | 2/16/2024 |
| 15 | Excess Enrollment Pay | 3/01/2024 |
| 16 | | 3/15/2024 |
| 17 | | 3/29/2024 |
| 18 | | 4/12/2024 |
| 19 | | 4/26/2024 |
| 20 | | 5/10/2024 |
| 21 | 1st EC Pay | 5/24/2024 |
| 22 | | 6/07/2024 |
| 23 | | 6/21/2024 |
| **24** | | 7/05/2024 |
| 25 | | 7/19/2024 |
| 26 | | 8/02/2024 |

## APPENDIX C DEFINITIONS

1. Academic Advisor - A full-time faculty member responsible for providing College information to persons seeking admission to the College, conducting the informational portion of orientations and academic advising of students who have identified a firm educational/career goal and transfer institution when transfer is necessary to reach their educational goal.
2. Administrator/Supervisor - Any individual who has been given authority by the Board to make and implement decisions concerning members of the bargaining unit in such areas as evaluation, hiring, dismissal, scheduling, wages, hours, and working conditions.
3. Agreement - Throughout the document, the term "agreement" is employed in reference to the agreement between the Board of Trustees of the Community College District of the County of Macomb and Macomb Community College Faculty Organization.
4. Area - A subunit within a division which has been authorized to operate as a unit in selecting faculty, preparing class schedules and related functions as listed in Appendix F. Modifications of the list provided in Appendix F.B. shall require approval of the service committee.
5. Board - Board of Trustees of the Community College District of the County of Macomb (referred to throughout this document as the "Board") wherever used in this agreement shall refer to the "Board" itself, sub-committees of the "Board" and such administrative personnel as designated by the "Board" to act as its agent under those circumstances in which said administrative personnel carry out Board delegated responsibilities.
6. Compensable Leave - A professional leave during which the teacher receives full or partial salary from the College District as described in this agreement. Insurance coverage while on leave, if any, is limited to the express terms of this agreement.
7. Core Committee - A committee consisting of representatives from each staffed discipline of an occupational multi-discipline area with core courses.
8. Department - Administrative grouping of areas.
9. Disciplines - As listed in Appendix F.B.
10. Division - Administrative grouping of departments.
11. Extra-Contractual Employment - Teaching, counseling, library service or service performed by teachers, as defined in Appendix C.25., in addition to their regular assignment for which the teacher is paid a salary beyond their basic contract. The salary for extra-contractual employment shall be computed as described in Article XIV.A. of this agreement.
12. Faculty Duty Day - A faculty duty day is any day on which an individual teacher is scheduled to work or any day, Monday through Friday, not identified in the respective academic calendar as a holiday or recess period.
13. Graduate Major - A graduate major shall normally consist of earned graduate level credits in the subject matter field. Graduate level credits earned in related fields may be appropriate to satisfying the graduate major requirements for teaching in the department or area.
14. Immediate Family - The parents, grandparents, brothers, sisters, children and grandchildren of the teacher and their spouse, or other person who is domiciled with the teacher, shall comprise the teacher's immediate family.
15. Index - The numerical factor which indicates placement within level on the salary schedule for new hires.
16. Level - Full-time teachers shall be classified by level: professor or instructor. Where used in this agreement, level, grade and faculty rank are synonymous terms.

17. MCC - The MCC represents the Macomb Community College and is used inter-changeably with the Community College District of the County of Macomb.
18. MCCFO - Macomb Community College Faculty Organization, shall be referred to throughout this document as MCCFO, the bargaining agent for all full-time teachers.
19. Non-Compensable Leave - All personal leaves and those professional leaves during which the teacher receives no salary from the college district. Insurance coverage while on leave, if any, is limited to the express terms of this agreement.
20. Permanent Contract Teacher - Full-time teacher (as defined below) who has successfully completed probation and has been granted permanent contract status: same as a "permanent status" teacher.
21. Probationary Teacher - A full-time teacher (as defined below) who has not met all the requirements for the issuance of a permanent status contract.
22. Science Wet Lab - Science wet lab sections referred to in Article XII.C.1.f. shall be defined to mean only those science laboratories in the division/department of science and mathematics which were equated at 1.0 during the 1969-70 school year.
23. Spring/summer Session - The time period from the end of the regular winter semester to the first duty day of the fall semester for all the faculty.
24. Supplemental Employment - Special employment (i.e., curriculum development, research, etc.) for which the teacher receives salary in addition to their basic contract. The amount and the manner of compensation for supplemental services is at the discretion of the Board.
25. Teacher - All full-time teachers, counselors, academic advisors, librarians, research assistants, teachers employed in the learning and academic assessment centers, and teacher coordinators in student co-op programs and internship-clinical-service coordinators; but excluding administrators, deans, directors, head librarians, coordinators, department chairmen, assistant department chairmen, college nurses, all supervisors, adjunct teachers, national teaching fellows and administrative interns and all other employees.

## APPENDIX D GRIEVANCE PROCEDURE

A. **Definition of Grievance**

A grievance shall mean an allegation by MCCFO that there has been a violation, misinterpretation, misapplication, or non-application of any provision of this agreement and will follow the grievance procedure hereinafter provided. The College shall not be required to pay compensation to a grievant for an issue that arose more than two years from the date of the compensation issue pursuant to the Fair Labor Standards Act.

B. **Basic Procedures**

1. As used in this article, the term "teacher" shall also mean a group of teachers or MCCFO having the same grievance.
2. During the academic year, the time limits specified herein-after shall consist of teacher duty days and may be extended by mutual consent of the parties specified in any grievance step. The following conditions shall prevail regarding timelines:
   a. Only regular working days shall be counted: That is, Monday, Tuesday, Wednesday, Thursday, Friday.
   b. No legal holidays or recess periods shall be counted. Days after the last duty day of a semester up to the first duty day of the following semester (the regular start for the majority of classes for the spring/summer semester) shall be considered a recess period for this purpose and shall not be counted.

c. No days on which the school is officially closed shall be counted.

3. Failure at any step of the grievance procedure by the employer or its agents to give the required notification in each step or to make issue and communicate any decision within the specified time limits of the grievance procedure shall result in the grievance being considered to have been decided in favor of MCCFO based upon the remedy sought in the statement of the grievance.
4. Failure of MCCFO to appeal the decision to the next higher step within the proper time limits shall constitute a withdrawal of the grievance and shall bar further action on the particular grievance.
5. Conferences and hearings held under this procedure shall be conducted at a time and place which will afford a reasonable opportunity for all persons, including witnesses, entitled to be present to attend. When such conferences and hearings are during school hours, all persons whose presence is required shall be excused without loss of pay for that purpose.
6. Grievances shall be written and filed on the official "Grievance Report" form. Administrators shall file their written reply to each grievance on the official "Grievance Disposition" form.
7. A teacher who participates in any way in any grievance procedure shall not be subject to discipline or reprisal because of such participation.
8. All discussions shall be kept confidential during the procedural stages of the resolution of the grievance in the absence of agreement of the parties to the contrary.
9. Exclusions from grievance procedure are as follows:
   a. Alleged grievances which purport to question the application of rights set forth in this agreement over which the employer is given unilateral discretion.
   b. Disputes which arise but which are specifically prohibited from this grievance procedure by the terms of any specific articles herein.
10. Policy grievances shall be filed at Step 2 of the grievance procedure.
11. Arbitral review of a discharge may be initiated by filing a grievance at Step 4 of the grievance procedure.
12. Step 0 and/or Step 1 can be bypassed if the administrator(s) at these steps do not have jurisdiction over the matter in dispute.

C. **Steps of Grievance Procedure**

Step 0 The aggrieved teacher (or a designated teacher from a group having the same dispute) and/or MCCFO shall verbally present their dispute to their immediate supervisor in an informal conference within ten (10) working days after the cause shall have become known to the teacher.

Step 1 In the event the dispute is not resolved through an informal conference, MCCFO may submit a grievance in writing [to the appropriate division dean] within fifteen (15) working days after the cause of their grievance shall have become known to the teacher. The division dean shall within ten (10) working days give their decision and reasons therefore in writing to MCCFO.

Step 2 In the event the grievance is not resolved at Step 1, MCCFO may submit the grievance in writing to the vice president for human resources within ten (10) working days of delivery of the decision. The vice president for human resources or their designee shall, within ten (10) working days, give their decision and the reasons therefore in writing to MCCFO.

Step 3 In the event the grievance is denied in Step 2, within ten (10) working days of the Step 2 decision by Human Resources, MCCFO may request the dispute be submitted to the Mediation Process. Mediation is a nonbinding attempt to settle the grievance

prior to Arbitration. The grievance may be submitted for mediation through the Federal Mediation and Conciliation Services (“FMCS”).

The parties will coordinate a date for mediation as soon as administratively possible, so as not to unduly delay the grievance process. Mediators will be presented with the case facts, receive and review documents and hear testimony from each party. It is agreed that any and all settlement discussions by parties, recommendations, or opinions offered by the Mediators shall not be used by either party in the presentation of their case at arbitration.

Step 4 In the event the mediation does not resolve the grievance at Step 3 or the union decides not to utilize mediation, MCCFO may appeal the decision in writing within ten (10) working days after the mediation hearing or the Step 2 decision to binding arbitration. A copy of the appeal shall be sent to the Vice President of Human Resources. After receipt of the written notification, the Vice President of Human Resources or their designee will meet with the union and select a mutually acceptable arbitrator. If a mutually acceptable arbitrator cannot be selected, then an arbitrator shall be selected through the FMCS.

The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of the Agreement.

In the event MCCFO shall fail to serve a written notice, the matter shall be considered as settled on the basis of the written disposition by the vice president for human resources or their designee.

The arbitral form here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this agreement and which are not excluded from arbitration.

The arbitrator shall have no power to establish specific salaries or salary schedules except that this paragraph is not intended to exclude from arbitration disputes over salaries and placement on salary schedules.

The expenses of such arbitration shall be equally borne by each party and each party shall make arrangements for any pay of the expenses of such consultants and witnesses as may be retained.

It shall be the obligation of the arbitrator to make a reasonable effort to rule on cases within thirty (30) days after final hearing and said decision shall be final and binding upon the teacher, MCCFO, and the Board.

## APPENDIX E ACADEMIC CALENDARS

* Each faculty member on the Semester Calendar must select three (3) Flexible Development days annually or make other arrangements in consultation and agreement with their immediate administrator. Such arrangements may include, high school visitation, articulation, departmental or strategic plan activities, assessment of student learning, student organization advising, and approved institutional activities. Such arrangements may also include the use of up to two (2) of these Flexible Development days to be utilized for off campus class preparation and related activities.

# 2023-2024
# Semester Calendar

| | S | M | T | W | TH | F | S |
|---|---|---|---|---|---|---|---|
| 2023 Aug | 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| | 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 2023 Sept | 27 | 28 | 29 | 30 | 31 | 1 | 2 |
| | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| | 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| | 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| | 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 2023 Oct | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| | 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| | 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| | 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 2023 Nov | 29 | 30 | 31 | 1 | 2 | 3 | 4 |
| | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| | 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| | 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 2023 Dec | 26 | 27 | 28 | 29 | 30 | 1 | 2 |
| | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| | 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| | 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| | 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 2024 Jan | 31 | 1 | 2 | 3 | 4 | 5 | 6 |
| | 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| | 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 2024 Feb | 28 | 29 | 30 | 31 | 1 | 2 | 3 |
| | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| | 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 2024 Mar | 25 | 26 | 27 | 28 | 29 | 1 | 2 |
| | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| | 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| | 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| | 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 2024 Apr | 31 | 1 | 2 | 3 | 4 | 5 | 6 |
| | 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| | 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 2024 May | 28 | 29 | 30 | 1 | 2 | 3 | 4 |
| | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| | 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| | 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 2024 June | 26 | 27 | 28 | 29 | 30 | 31 | 1 |
| | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| | 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| | 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| | 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 2024 July | 30 | 1 | 2 | 3 | 4 | 5 | 6 |
| | 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| | 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 2024 Aug | 28 | 29 | 30 | 31 | 1 | 2 | 3 |
| | 4 | 5 | 6 | 7 | 8 | 9 | 10 |

Labor Day (9/4)
Thanksgiving (11/22-11/26)
Holiday/New Year
MLK Day of Service (1/15)
Spring Break (9th wk from beg. of sem
Spring Holiday Break (3/29-3/31)
Memorial Day (5/27)
4th of July
Open Days

= Flex Days
= Faculty Development Day

= Organization Day

= Institutional Day

= Class Day

= Saturday Classes
(not counted as duty days)

**SUMMARY:**

| | | |
|---|---|---|
| STER - Begins | | 8/21/2023 |
| rg. Days | = | 2 |
| Dev. Days | = | 1 |
| Class Days | = | 80 |
| Duty Days | = | 83 |

Class Day Distribution

| M | T | W | TH | F | S |
|---|---|---|---|---|---|
| 16 | 16 | 16 | 16 | 16 | 16 |

| | | |
|---|---|---|
| WINTER SEMESTER - Begins | | 1/8/2024 |
| Inst. Day | = | 1 |
| Dev. Day | = | 1 |
| Org. Day | = | 1 |
| Class Days | = | 79 |
| Duty Days | = | 82 |

Class Day Distribution

| M | T | W | TH | F | S |
|---|---|---|---|---|---|
| 16 | 16 | 16 | 16 | 15 | 15 |

| | | |
|---|---|---|
| Annual Flex Days | = | 3 |
| ANNUAL DUTY DAYS | = | 168 |

SPRING/SUMMER SEMESTER - Begins
SPRING/SUMMER SEMESTER - Ends
Weeks = 12

Approvals MCCFO
MCC

Saved to this PC

# 2024-2025
# Semester Calendar
# Proposed 1-26-24

| | S | M | T | W | TH | F | S |
|---|---|---|---|---|---|---|---|
| 2024 Aug | 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| | 25 | 26 | 27 | 28 | 29 | 30 | 31 |
| 2024 Sept | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| | 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| | 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| | 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 2024 Oct | 29 | 30 | 1 | 2 | 3 | 4 | 5 |
| | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| | 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| | 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 2024 Nov | 27 | 28 | 29 | 30 | 31 | 1 | 2 |
| | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| | 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| | 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| | 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 2024 Dec | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| | 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| | 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| | 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 2025 Jan | 29 | 30 | 31 | 1 | 2 | 3 | 4 |
| | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| | 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| | 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 2025 Feb | 26 | 27 | 28 | 29 | 30 | 31 | 1 |
| | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| | 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| | 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 2025 Mar | 23 | 24 | 25 | 26 | 27 | 28 | 1 |
| | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| | 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| | 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| | 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 2025 Apr | 30 | 31 | 1 | 2 | 3 | 4 | 5 |
| | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| | 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| | 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 2025 May | 27 | 28 | 29 | 30 | 1 | 2 | 3 |
| | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| | 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| | 25 | 26 | 27 | 28 | 29 | 30 | 31 |
| 2025 June | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| | 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| | 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| | 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 2025 July | 29 | 30 | 1 | 2 | 3 | 4 | 5 |
| | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| | 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| | 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 2025 Aug | 27 | 28 | 29 | 30 | 31 | 1 | 2 |
| | 3 | 4 | 5 | 6 | 7 | 8 | 9 |

Labor Day (9/2)
Thanksgiving (11/27-12/1)
Holiday/New Year
MLK Day of Service (1/20)
Spring Break (3/3-3/9)
Spring Holiday Break (4/18-4/20)
Memorial Day (5/26)
4th of July
Open Days

= Flex Days
= Faculty Development Day

= Organization Day

= Institutional Day

= Class Day

= Saturday Classes
(not counted as duty days)

**SUMMARY:**

FALL SEMESTER - Begins 8/19/2024

| | | |
|---|---|---|
| Org. Days | = | 2 |
| Dev. Days | = | 1 |
| Class Days | = | 80 |
| Duty Days | = | 83 |

Class Day Distribution

| M | T | W | TH | F | S |
|---|---|---|---|---|---|
| 16 | 16 | 16 | 16 | 16 | 16 |

WINTER SEMESTER - Begins 1/6/2025

| | | |
|---|---|---|
| Inst. Day | = | 1 |
| Dev. Day | = | 1 |
| Org. Day | = | 1 |
| Class Days | = | 79 |
| Duty Days | = | 82 |

Class Day Distribution

| M | T | W | TH | F | S |
|---|---|---|---|---|---|
| 16 | 16 | 16 | 16 | 15 | 15 |

Annual Flex Days = 3

ANNUAL DUTY DAYS = 168

SPRING/SUMMER SEMESTER - Begins 5/19/2025
SPRING/SUMMER SEMESTER - Ends 8/9/2025
Weeks = 12

Approvals
MCCFO Karen VanHorn 1/29/24
MCC Leslie Kellogg 1/29

**2025-2026**

**Academic Semester Calendar**

| | S | M | T | W | TH | F | S |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| 2025 Aug | 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| | 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| | 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 2025 Sept | 31 | 1 | 2 | 3 | 4 | 5 | 6 |
| | 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| | 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 2025 Oct | 28 | 29 | 30 | 1 | 2 | 3 | 4 |
| | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| | 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| | 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 2025 Nov | 26 | 27 | 28 | 29 | 30 | 31 | 1 |
| | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| | 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| | 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| | 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 2025 Dec | 30 | 1 | 2 | 3 | 4 | 5 | 6 |
| | 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| | 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 2026 Jan | 28 | 29 | 30 | 31 | 1 | 2 | 3 |
| | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| | 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| | 25 | 26 | 27 | 28 | 29 | 30 | 31 |
| 2026 Feb | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| | 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| | 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| | 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 2026 Mar | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| | 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| | 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| | 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 2026 Apr | 29 | 30 | 31 | 1 | 2 | 3 | 4 |
| | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| | 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| | 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 2026 May | 26 | 27 | 28 | 29 | 30 | 1 | 2 |
| | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| | 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| | 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| | 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 2026 Jun | 31 | 1 | 2 | 3 | 4 | 5 | 6 |
| | 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| | 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 2026 Jul | 28 | 29 | 30 | 1 | 2 | 3 | 4 |
| | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| | 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| | 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 2026 Aug | 26 | 27 | 28 | 29 | 30 | 31 | 1 |
| | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| | 9 | 10 | 11 | 12 | 13 | 14 | 15 |

Labor Day (9/1), Thanksgiving (11/27), Christmas Eve (12/24),
Christmas Day (12/25), New Year's Eve (12/31), New Year's Day (1/1),
MLK Day (1/19), Easter (4/5), Memorial Day (5/25), Independence Day (7/4)
Thanksgiving Break (11/26-11/30), Holiday/New Year Break (12/24-1/1)
Spring Break (9th wk from beg.of semester), Spring Holiday Break (4/3-4/5)

= Open Days
= Flex Days
= Faculty Development Day
= Grade Due Dates
= Organization Day
= Institutional Development Day
= Organized Faculty Professional Development Day
= Class Days
= Saturday Classes (not counted as duty days)

**SUMMARY:**

| | | |
|---|---|---|
| FALL SEMESTER - Begins | | 8/18/2025 |
| Org. Days | = | 2 |
| Dev. Days | = | 1 |
| Class Days | = | 80 |
| Duty Days | = | 83 |

Class Day Distribution

| M | T | W | TH | F | S |
|---|---|---|---|---|---|
| 16 | 16 | 16 | 16 | 16 | 16 |

| | | |
|---|---|---|
| WINTER SEMESTER - Begins | | 1/12/2026 |
| Inst. Day | = | 1 |
| Dev. Day | = | 2 |
| Org. Day | = | 1 |
| Class Days | = | 79 |
| Duty Days | = | 83 |

Class Day Distribution

| M | T | W | TH | F | S |
|---|---|---|---|---|---|
| 16 | 16 | 16 | 16 | 15 | 15 |

| | | |
|---|---|---|
| Annual Flex Days | = | 3 |
| ANNUAL DUTY DAYS | = | 169 |

| | |
|---|---|
| SPRING/SUMMER SEMESTER - Begins | 5/18/2026 |
| SPRING/SUMMER SEMESTER - Ends | 8/8/2026 |
| Weeks = | 12 |

Grade Due Dates:
SS2025: 8/13/2025
FA2025: 12/17/2025
WI2026: 5/15/2026
SS2026: 8/12/2026

| Approvals | |
|---|---|
| MCCFO | |
| MCC | |

## APPENDIX F AREAS

For the purposes of implementing all rights and obligations that devolve to "areas" as a result of this Agreement, the following shall be incorporated in and become part of this Agreement:

**A. Types of Areas**

There shall be five (5) different types of areas. They shall be (1) single discipline area; (2) multi-discipline areas; (3) occupational multi-discipline areas; (4) district multi-disciplineareas; and (5) occupational multi-discipline area with core courses.

**B. List of Areas**

| TYPE ONE (single discipline) AREAS | | | | |
|---|---|---|---|---|
| **Discipline Code** | **Discipline** | **AREA** | **Department** | **Campus*** |
| ADVI | Academic Advising | Academic Advising | Counseling & Academic Advising Services | C&S |
| ANTH | Anthropology | Anthropology | Social Science | District |
| ARTT | Art | Art | Humanities | District |
| ASTR | Astronomy | Physics | Science | C&S |
| AUTO | Automotive Technology | Automotive Technology | EAT | S |
| BIOL | Biology | Biology | Science | C&S |
| CHEM | Chemistry | Chemistry | Science | District |
| CNSL | Counseling | Counseling | Counseling & Academic Advising Services | C&S |
| CRER | Career Services | Career Services | Career Services | District |
| CSSK | College Study Skills | College Study Skills | Communications | District |
| CULH | Culinary Arts | Culinary Arts | Culinary Arts | C |
| EAPP | English for Academic Purposes | English for Academic Purposes | Communications | District |
| ECON | Economics | Economics | Social Science | C&S |
| ENGL | English | English | Communications | S |
| ESCI | Earth Sciences | Geology and Earth Sciences | Science | District |
| FINC | Finance | Finance | Business | District |
| GEOG | Geography | Geography | Social Science | District |
| GEOL | Geology | Geology and Earth Sciences | Science | District |
| HIST | History | History | Social Science | C&S |
| HTMT | Hospitality Management | Hospitality | Business | District |
| HUMN | Humanities | Humanities | Humanities | S |
| IDSC | Interdisciplinary Science (includes ENVS course codes) | Geology and Earth Sciences | Science | District |
| INTL | International Studies | International Studies | Soc Sci or Humn | District |
| JOUR | Journalism | Journalism | Communications | District |
| LEGA | Paralegal | Paralegal | Business | District |

| | | | | |
|---|---|---|---|---|
| LIBR | Library | Library | Learning Resources | C&S |
| LIFE | Life Career Development | Career Development | Social Science/Counseling | District |
| **TYPE ONE (single discipline) AREAS (CONCLUDED)** | | | | |
| MATH | Mathematics | Mathematics | Mathematics | C&S |
| MUSC | Music | Music | Humanities | District |
| WHES | Wellness, Health and Exercise Science | Wellness, Health and Exercise Science | Wellness, Health and Exercise Science | District |
| PHIL | Philosophy | Philosophy | Humanities | S |
| PHSA | Physical Science | Physics | Science | C&S |
| PHYS | Physics | Physics | Science | C&S |
| POLS | Political Science | Political Science | Social Science | S |
| PSYC | Psychology | Psychology | Social Science | C&S |
| SIGN | Sign Language Studies | Sign Language Studies | Humanities | District |
| SOCY | Sociology | Sociology | Social Science | S |
| SPCH | Speech | Speech | Humanities | S |
| SPEC | Special Services | Special Services | Special Services | District |

| **TYPE TWO (multi-discipline) AREAS** | | | | |
|---|---|---|---|---|
| **Discipline Code** | **Discipline** | **AREA** | **Department** | **Campus** |
| ENGL | English | Communications | Communications | C |
| HUMN | Humanities | Humanities | Humanities | C |
| PHIL | Philosophy | Humanities | Humanities | C |
| POLS | Political Science | Social Science | Social Science | C |
| SOCY | Sociology | Social Science | Social Science | C |
| SPCH | Speech | Communications | Communications | C |

| **TYPE THREE (occupational multi-discipline) AREAS** | | | | |
|---|---|---|---|---|
| **Discipline Code** | **Discipline** | **AREA** | **Department** | **Campus** |
| ACCT | Accounting | Business Administration | Business | Cross Campus |

| TYPE THREE (occupational multi-discipline) AREAS ( CONTINUED) | | | | |
|---|---|---|---|---|
| ARCH | Architectural Drafting | Facilities Design & Construction | EAT | S |
| ATZZ | Applied Technology | Applied Technology & Apprenticeship | EAT | S |
| BCOM | Business Communications | Business Administration | Business | Cross Campus |
| BLAW | Business Law | Business Administration | Business | Cross Campus |
| BPEM | Building Performance & Energy Mgmt | Facilities Design & Construction | EAT | S |
| BUSN | Business Administration | Business Administration | Business | C&S |
| CLTA | Clinical Laboratory | Health & Human Services | Health & Human Services | C |
| CNST | Construction | Facilities Design & Construction | EAT | S |
| CIVL | Civil Technology | Facilities Design & Construction | EAT | S |
| CLCT | Climate Control | Facilities Design & Construction | EAT | S |
| CORE | Mechanical Technology | MPTCS Mechanical & Process Tech | EAT | S |
| DNHY | Dental Hygiene | Dental Sciences | Dental Sciences | S |
| DRCG | Drafting Computer Graphics | Facilities Design and Construction | EAT | S |
| ECHS | Early Childhood | Health & Human Services, Health Science and Technology | Health Science and Technology | C |
| EDUC | Education | Health & Human Services, Health Science and Technology | Health Science and Technology | C |
| ELEC | Electronic Technology | Mechanical and Process Tech | EAT | S |
| EMSA | Emergency Medical Service | Public Service Institute | Public Service Institute | C |
| ENGR | Engineering | Mechanical and Process Technology | EAT | S |
| FIRE | Fire Science | Public Service Institute | Public Service Institute | C |
| HHSC | Health and Human Service General | Health & Human Services, Health Science and Technology | Health & Human Services, Health Science and Technology | C |
| HITT | Health Information Technology | Health & Human Services, Health Science & Technology | Health Science & Technology | C |
| HLND | Homeland Security | Public Service Institute | Public Service Institute | C |
| ITCS | Computer Information Systems (includes all IT--Information Technology courses) | Business Administration | Information Tech | Cross Campus |

| | | | | |
|---|---|---|---|---|
| LAWE | Law Enforcement /Crime Lab | Public Service Institute | Public Service Institute | C |
| MACA | Media & Communication Arts | Design Technology SC | EAT | District |
| MAST | Medical Office Assistant | Health & Human Services, Health Science and Technology | Health Science and Technology | C |
| MECT | Automated Systems – Mechatronics | MPTCS Mechanical and Process Tech | EAT | S |
| MGMT | Management | Business Administration | Business | Cross Campus |
| MKTG | Marketing | Business Administration | Business | Cross Campus |
| NURS | Nursing | Nursing | Health & Human Services | C |
| OTAS | Occupational Therapy | Health & Human Services, Health Science and Technology | Health Science and Technology | C |
| PRDE | Product Development | Design Technology | EAT | S |
| PTAS | Physical Therapy Assistant | Health & Human Services, Health Science and Technology | Health Science and Technology | C |
| ROBO | Robotics | Mechanical and Process Tech | EAT | S |
| RSPT | Respiratory Therapy | Health & Human Services, Health Science and Technology | Health & Human Services | C |
| SECR | Security/Loss Prevention | Public Service Institute | Public Service Institute | C |
| SURG | Surgical Technology | Health & Human Services, Health Science and Technology | Health & Human Services | C |
| TMTH | Technical Math | Mechanical and Process Technology | EAT | S |
| VETT | Veterinary Technology | Health & Human Services, Health Science and Technology | Health & Human Services | C |
| WHES | Wellness, Health and Exercise Science | Wellness, Health and Exercise Science | Health Science and Technology | District |
| **TYPE FOUR (district multi-discipline) AREAS** | | | | |
| **Discipline Code** | **Discipline** | **AREA** | **Department** | **Campus** |
| ARAB | Arabic | Foreign Languages | Humanities | District |
| CHIN | Chinese | Foreign Languages | Humanities | District |
| FREN | French | Foreign Languages | Humanities | District |
| GRMN | German | Foreign Languages | Humanities | District |
| ITAL | Italian | Foreign Languages | Humanities | District |
| SPAN | Spanish | Foreign Languages | Humanities | District |

* **Areas Campus Definitions**

**Center AND South:**

Discipline taught at both campuses. Class selection is based on the area plan.

**Center:**

Center Campus Area faculty have selection rights for baseload and EC.

**South:**

South Campus Area faculty have selection rights for baseload and EC.

**Cross Campus Disciplines:**

Faculty in cross-campus disciplines may select baseload and EC assignments from either or both campuses. There is one area plan that states the method of selection. If no method of selection is defined in the area plan, then selection rights shall be determined through Service Committee per Appendix H.

**District Areas:**

District area designation refers to the ability to select courses from either campus for baseload and EC assignments based on the selection order determined in the district area plan. In a district area, faculty seniority date is their institutional seniority date.

**C. Implementation of Selection of Assignments**

1. **Single-discipline areas**
   a. A teacher in a single-discipline area may select for regular workload or extra-contractual any class offered within their area. Further, if sufficient classes exist, they must select their regular workload from the classes in their area and, if applicable, from specialty area(s) for which they were hired to teach to ensure adequate coverage.
   b. A teacher unable to obtain a full contractual load from a. above shall complete their workload first from the general courses of their department, next from the other disciplines in their department for which they meet the qualifications set forth in Article IV.D. or Xll.B.7., then from other disciplines for which they meets the qualifications set forth in Article IV.D. or Xll.B.7. However, a master's degree in foreign language shall not automatically qualify one to teach humanities.
   c. The qualifications for selecting spring/summer or extra-contractual classes outside of one's Area shall be specified in Article XIV.D.
2. **Multi-discipline areas**
   a. If sufficient classes exist, a teacher in a multi-discipline area must select their regular workload within contractual limitations from the discipline for which they are qualified according to Article IV.D and, if applicable, from specialty area(s) for which they were hired to teach to ensure adequate coverage. However, if insufficient classes exist to provide all teachers so qualified with full contractual loads, such teachers may agree to distribute the classes among themselves.
   b. Teachers unable to obtain full contractual loads according to a. above shall complete their workloads from either the "general courses" of their area or from other disciplines of their area for which they meet the qualifications set forth in Article XII.B.7. and then

from other disciplines for which they meet the qualifications set forth in Article IV.D. or XII.B.7.

c. The qualifications for selecting spring/summer and extra-contractual assignments shall be as provided in XIV.D.

3. **Occupational multi-discipline areas**

a. Each teacher in an occupational multi-discipline area shall be identified with the discipline for which they are qualified according to Article IV.D. Additionally, each teacher shall have four lists of classes from which they select their classes. These four lists shall be:

1) List 1 - the classes within the teacher's discipline that the teacher has previously taught or qualifies to teach according to Article IV.D.

2) List 2 - the classes outside the teacher's discipline that they have previously taught or is qualified to teach by Article IV.D.

3) List 3 - the classes within their discipline that they are qualified to teach by Article XII.B.7.

4) List 4 - the classes outside their discipline that they are qualified to teach by Article XII.B.7.

Teachers without these lists must initiate them by September 30. These lists may be updated each semester. Questions of qualifications shall be resolved by consultation and agreement between the teachers of the discipline and/or area to which the class is assigned and the immediate supervisor. All disagreements shall be submitted to the district service committee for final resolution.

b. If sufficient classes exist, a teacher in an occupational multi-discipline area must select their regular workload with-in contractual limitations from their list 1 and, if applicable, from specialty area(s) for which they were hired to teach to ensure adequate coverage. If sufficient classes exist, they shall then select from list 2, 3, and 4; in that order; until a full contractual load is obtained.

c. Selection of extra-contractual and spring/summer classes shall be in the same order as b. above and shall be in accordance with XIV.D.

4. **District-multi-discipline areas**

a. Each teacher in a district multi-discipline area shall be identified with the discipline for which they are qualified according to Article IV.D. Additionally, each teacher shall have four lists of classes from which they select their classes. The lists shall be:

1) List 1 -- The classes within the teacher's discipline.

2) List 2 -- The classes outside of the teacher's discipline that they are qualified to teach by IV.D.

3) List 3 -- The classes outside the teacher's discipline but within the teacher's area that they are qualified to teach by Article XII.B.7.

4) List 4 -- The classes outside the teacher's discipline and area that they are qualified to teach by Article XII.B.7.

a. Teachers without these lists must initiate them by September 30. These lists may be updated each semester. Questions of qualifications shall be resolved by consultation and agreement between the teachers of the discipline and/or area to which the class is assigned and the immediate supervisor. All disagreements shall be submitted to the district service committee for final resolution.

b. If sufficient workload exists, a teacher in a district multi-discipline area must select their regular workload within contractual limitations from their List 1 and, if applicable, from specialty area(s) for which they were hired to teach to ensure

adequate coverage. If insufficient workload exists, they shall then select from List 2, 3, and 4, in that order, until a full contractual load is obtained.

c. Selection of extra-contractual and spring/summer work shall be in the same order as b. above and shall be in accordance with Article XIV.D.

5. **Occupational multi-discipline area with core courses.**

a. Each teacher in an occupational multi-discipline area with core courses shall be identified with the discipline for which they are qualified according to Article IV.D. and the core courses. Additionally, each teacher shall have four lists of classes from which they select their classes. These four lists shall be:

1) List 1 - the classes within the teacher's discipline that the teacher has previously taught or qualifies to teach according to Article IV.D. as well as the core courses the teacher qualifies to teach.

2) List 2 - the classes outside the teacher's discipline that they have previously taughtor qualifies to teach by Article IV.D.

3) List 3 - the classes within their discipline that they are qualified to teach by Article XII.B.7.

4) List 4 - the classes outside their discipline that they are qualified to teach by Article XII.B.7.

Teachers without these lists must initiate them by September 30. These lists may be updated each semester. Questions of qualifications shall be resolved by consultation and agreement between the teachers of the discipline and the immediate supervisor. Questions of qualifications related to courses assigned to the core shall be resolved by consultation and agreement between the teachers on the core committee* and the immediate supervisor. All such agreements shall be submitted to the district service committee for final approval. All disagreements shall also be submitted to the district service committee for final resolution.

b. If sufficient classes exist, a teacher in an occupational multi-discipline area with core courses must select their regular workload within contractual limitations from their list 1 and, if applicable, from specialty area(s) for which they were hired to teach to ensure adequate coverage. If insufficient classes exist, the teacher shall then select from list 2, 3, and 4: in that order: until a full contractual load is obtained.

c. Selection of extra-contractual and spring/summer classes shall be in the same order as b. above and shall be in accordance with Article XIV.D.

When multiple areas/disciplines are associated with the same core of courses and individuals from different areas/disciplines are qualified to teach the core courses, then the core committee will determine how the courses are to be selected.

## APPENDIX G ADJUNCT TEACHERS

The following provisions shall identify and regulate the use of personnel who participate in teaching activities but are not members of the bargaining unit:

1. An adjunct teacher is defined as any individual involved in activities that can be assumed by a full-time teacher, a counselor, a librarian, a research assistant, a teacher employed in the learning and academic assessment centers, or a teacher-coordinator in student co-op programs but who does not have a probationary or permanent contract as defined in this agreement. Teachers employed to teach courses in continuing education who are not members of the bargaining unit are also considered to be adjunct teachers.
2. Since adjunct teachers are employed for specific classes or other duties and are not responsible for teaching the diversity of classes expected of a full-time teacher, the

qualifications for adjunct teachers shall be:

a. The minimum educational requirement for teachers of general education courses shall be a master's degree in subject matter directly related to the position being filled, or 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 graduate semester hours in the teaching discipline as a part of a program leading to a degree higher than a master's degree.

b. The minimum requirement for teachers of occupational education courses shall be a master's degree in subject matter directly related to the position being filled, or a combination of formal education, specialized training and recent experience which equates to a master's degree and consistent with the Michigan State Plan for Vocational/Technical Education.

c. The Board shall, in general, hire for part-time teaching only those individuals who satisfy the requirements established above. However, for certain specialized courses, as identified in the service committee established in Article XXXII, the requirements for part-time teaching may differ as agreed upon in the service committee.

3. The Board shall not seek the employment of adjunct teachers for the purpose of reducing the number of the professional staff by replacing full-time teachers, except in cases when a full-time teacher has been granted a leave of absence under the provision of Article XVI or XVII of this agreement. Classes will be assigned consistent with provisions of Article XIV.A.6. of this agreement. If the full-time teacher elects not to return from leave upon expiration, the position shall be filled by a full-time teacher consistent with the provisions of Article XXVII.

4. To maintain the continuity of the instructional program, the immediate supervisor shall be responsible for informing adjunct teachers of, and making them subject to course content, goals, prerequisite skill levels for sequence courses, instructional materials and outlines which are being used by full-time teachers.

5. Salaries for part-time teaching shall be set high enough to constitute employment competition but not so high as to constitute discrimination against teachers in the bargaining unit.

6. **Selection and retention of adjunct teachers**

a. Recommendations for adjunct teachers qualified to teach courses available according to Article XIV.A.6. or qualified to perform other duties shall be submitted by the appropriate area adjunct teacher coordinator on the form supplied to the appropriate supervisor. The list of approved adjunct teachers must be submitted no later than the end of the semester previous to assignment. If the roster does not contain a sufficient number of recommended applicants for the work to be assigned or if there are applicants of higher qualifications than those on the roster, then the immediate supervisor may add these qualified applicants to dovetail the list submitted by the coordinator. Qualified applicants filing during the spring/summer session, too late for consideration and recommendation by the committee, may be selected for assignment by the instructional supervisor. The addition of such applicant's name to the roster of recommended adjunct teachers for subsequent semesters shall be contingent upon area review and recommendation. The area adjunct teacher coordinator shall be notified of such assignments in writing during the second week of the semester for which the assignment was made.

b. Performance of assigned duties of adjunct teachers shall be evaluated cooperatively by the immediate supervisor and full-time teachers within the department or area. An unsatisfactory rating will be required to remove the adjunct teacher from the approved

faculty or administrative lists.

1) The full-time faculty in the department or area have the primary responsibility for observing adjunct teachers to determine their effectiveness.
2) The area plan shall determine the instruments by which an adjunct teacher will be evaluated except that each adjunct teacher will be evaluated by student evaluation as one of the evaluative methods.
3) If the full-time faculty evaluating a adjunct teacher determine that this teacher should be given an unsatisfactory rating, other full-time faculty in the department or area and the instructional administrator will conduct additional observations and meet with the original evaluating faculty member(s) to discuss the matter and to develop a written rationale before the rating is given.
4) Complaints regarding adjunct teacher performance, conduct, or responsibilities shall be investigated by the instructional supervisor and appropriate action taken. Removal of a adjunct teacher from the classroom or approved lists by the instructional supervisor shall be documented by the instructional supervisor with a copy of such documentation submitted to the area.
5) No adjunct teacher may be given assignments that exceed a full-time teacher's extra-contractual limitations as specified in Article XIV.A.4. and 7.

## APPENDIX H AREA PLAN

**PREAMBLE**

The purpose of the area plan is to inform the administration how the faculty of an area have decided to exercise certain rights or fulfill certain obligations provided by this Agreement. This area plan must be submitted to the appropriate Associate Dean by October 1 of each year. Associate Deans will submit the area plan to the Dean for final approval and submission to the Office of the Provost. Failure to submit an area plan shall result in one being provided by the service committee.

Occupational multi-discipline areas with core courses shall have two area plans. One area plan will be submitted for the multi-discipline area covering all courses except the core courses. A second area plan will be developed and submitted by the core committee* for the core courses.

*Core Committee:

Each staffed discipline of an occupational multi-discipline area with core courses shall appoint a representative to the core committee. The core committee shall have the responsibility to carry out the contractual rights and responsibility assigned to it.

All area plans must conform to the following format:

I. **Regular workload (Article XII.B.)**

Description of the method used to determine the order in which full-time faculty members select their regular workload.

II. **Extra-contractuals (Article XIV.A.)**

Description of the method used to determine the order in which full-time faculty members select extra-contractual classes.

III. **Spring/summer assignments (Article XIV.B.)**

Description of the method used to determine the order in which full-time faculty members select spring/summer assignments.

IV. **Evaluation and selection of adjunct teachers (Appendix G)**

Description of the method used to formulate the approved adjunct teacher list for the area and the name of the adjunct teacher coordinator for that area.

V. **Class schedules or work schedules (Article XII.A.)**

Designation of an area coordinator who will gather, coordinate and submit area recommendations on class schedules or work schedules and will represent the area on questions regarding scheduling of classes or work hours.

VI. **Coverage of instructional programs (Article XII.B.)**

Description of method used to cover classes at times and in modalities that adjunct teachers are not available, including the procedure for re-selection of classes by full-time faculty. When necessary, load waivers will be granted.

VII. **Evaluation plan for probationary teachers (Article XXXI.B.)**

Description of the plan including instruments to be used and composition of the evaluation committee.

VIII. **Textbook representatives (Article VI.C.)**

Name of area textbook coordinator

IX. **Curriculum (Article VI.B.)**

Designate an area representative to coordinate activities pursuant to Article VI.B.

Area coordinators are expected to consult with faculty in their areas before submitting to supervisors the materials related to their designated responsibility. The administration shall not utilize area coordinators for any purpose other than that for which they have been designated.

## DECLARATIONS

**Declaration 1.**

It is pledged that as long as serious harm is not threatened to the program, counselors with forty-four (44) week work schedules will be allowed at least two (2) weeks of vacation between the end of spring semester and the start of fall semester. However, registration periods will not be available for vacations.

**Declaration 2.**

It is the intent of Article XXVIII.B. to provide access to paid retraining leaves for faculty in over staffed disciplines. These leaves are given priority over sabbatical leaves. It is agreed, therefore, that a decision to accept a retraining leave must be made not later than two weeks prior to the May meeting of the Board of Trustees. This decision is irrevocable.

**Declaration 3.**

In the event that the Medical Care Plan and Dental Plan changes developed by the Health Care Coalition are not approved for implementation by all involved bargaining units, the existing Medical Care and Dental Plan options will continue in effect.

# LETTER OF AGREEMENT

**Letter of Agreement between Macomb Community College**
**andMacomb Community College Faculty Organization**

It is agreed that the faculty in each occupational Area, as well as the administrators in each Area, shall have the opportunity to make recommendations regarding what, if any, technical or professional training, work experience, combination of these two, or combination including these and academic education shall be considered equivalent to a Master's Degree. Such recommendations, one set by each Area, shall be sent through the instructional supervisor to the Human Resources Office and shall be considered upon receipt. Disagreements regarding the above will be reviewed by the Service Committee.

Any law, regulation or executive order passed or issued during the term of this Agreement which mandates or financially encourages an extended or specified period of institutional closing different from present recess periods for the purpose of energy conservation or other such purposes, the parties to this Agreement hereby agree to reconvene negotiations to attempt to negotiate a calendar consistent with that law, regulation or executive order.

Additionally, if any state appropriations legislation would cause substantial loss of revenues based on the length of the semester(s) contained in the MCCFO Agreement, the parties will also reconvene negotiations to attempt to negotiate a calendar that would avoid the loss.

It is understood and agreed that the same pattern of scheduling used in past spring/summer semesters will be continued. Namely, that only specialized classes (early starts, minis, etc.) will start on the shown starting date and the bulk of spring/summer offerings will start three (3) weeks later.

For the purpose of Article XXII.C., it is understood and agreed that a faculty vacancy shall exist in an Area only if sufficient sections to provide a full load existed in the Area beyond those taught, as either regular or extra-contractual assignment, by full-time faculty of that Area (including those that might be taught by any member of the Area on leave) during the previous Spring Semester.

In the event that declining enrollment endangers the continuance of particular programs and/or teacher workloads, Macomb Community College Faculty Organization (MCCFO) and the College agree to consider available alternatives.

LETTER OF AGREEMENT
between
MACOMB COMMUNITY COLLEGE
And
MACOMB COMMUNITY COLLEGE FACULTY ASSOCIATION (MCCFO)

The College and MCCFO agree to the following application for hybrid format courses in Article XII. B. 10 as it relates to scheduling workload to be on campus for classes a minimum of 2 days per week. Current contract language would be replaced with the language as follows.

Article XII. B. 10. a-d:

10. Each faculty member must schedule their workload to be on campus for classes as follows:

a. Permanent contract faculty who were trained or were in the process of training to teach on-line classes before April 19, 2013 (and successfully completed the training), will continue to be allowed to select as many on-line classes as they desire to fulfill their base-load and/or extra contractual limits. Faculty in this section must be on campus a minimum of two days per week.

b. Permanent contract faculty who were trained to teach on-line on or after April 20, 2013, will select a minimum of two on-campus classes as part of their base load (in accordance with the application below) prior to selecting sections taught in other distance modalities. Faculty in this section must be on campus a minimum of two days per week. If on-campus classes are not available to meet base load requirements per this provision, faculty may seek a waiver from their Dean, which will be granted if necessary, on a semester-by-semester basis.

   The agreed upon application of on-campus and hybrid courses to satisfy the requirement of two on-campus classes as part of base load are as follows:

   - 2 (two) 100% on-campus classes – OR –
   - 4 (four) hybrid classes, each class with at least 50% of instruction delivered on campus – OR –
   - 1 (one) 100% on-campus class and 2 (two) hybrid classes, each class with at least 50% of instruction delivered on campus

   Hybrid science classes with at least 3 contact hours delivered on campus per week can be counted one-to-one toward meeting on-campus teaching requirements. For example, a Science Faculty teaching two hybrid sections, each class with at least 3 contact hours delivered on campus, will have satisfied the on-campus teaching requirement under Article XII. B. 10.

c. Faculty on probation as of the date of the ratification of this collective bargaining agreement must schedule their workload to be on campus for classes a minimum of three (3) days per week. Faculty in this section must select a minimum of two on-campus classes as part of their base load (in accordance with the application below) prior to selecting sections taught in other distance modalities. If on-campus classes are not available to meet base load requirements per this provision, faculty may seek a waiver from their Dean, which will be granted if necessary, on a semester-by-semester basis.

   The agreed upon application of on-campus and hybrid courses to satisfy the requirement of two on-campus classes as part of base load are as follows:

   - 2 (two) 100% on-campus classes – OR –
   - 4 (four) hybrid classes, each class with at least 50% of instruction on-campus – OR –

- 1 (one) 100% on-campus class and 2 (two) hybrid classes, each class with at least 50% of instruction delivered on-campus – OR –

Hybrid science classes with at least 3 contact hours delivered on campus per week can be counted one-to-one toward meeting on-campus teaching requirements. For example, a Science Faculty teaching two hybrid sections, each class with at least 3 contact hours delivered on campus, will have satisfied the on-campus teaching requirements under Article XII. B.10.c.

d. Faculty whose date of hire was effective after October 1, 2023, must schedule their workload to be on campus for classes a minimum of three (3) days per week. Faculty in this section must select a minimum of three (3) on-campus classes as part of their baseload (in accordance with the application below) prior to selecting sections taught in other distance modalities. If on-campus classes are not available to meet base load requirements per this provision, faculty may seek a waiver from their Dean, which will be granted if necessary, on a semester-by-semester basis.

   The agreed upon application of on-campus and hybrid courses to satisfy the requirement of three on-campus classes as part of base load are as follows:

   - 3 (three) 100% on-campus classes – OR –
   - 6 (six) hybrid classes, each class with at least 50% of instruction on-campus – OR –
   - 1 (one) 100% on-campus class and 4 (four) hybrid classes, each class with at least 50% of instruction on-campus – OR –
   - 2 (two) 100% on-campus classes and 2 (two) hybrid classes, each class with at least 50% of instruction delivered on campus.

   Hybrid science classes with at least 3 contact hours delivered on campus per week can be counted one-to-one toward meeting on-campus teaching requirements. For example, a Science Faculty teaching three hybrid sections, each class with at least 3 contact hours delivered on campus, will have satisfied the on-campus teaching requirements under Article XII. B. 10. c. and Article XII. B. 10. d.

MACOMB COMMUNITY COLLEGE

By Leslie Kellogg
Leslie Kellogg (Feb 20, 2025 10:51 EST)

Its Provost

Date 02/20/2025

By _____

Its _____

Date 02/20/2025

MACOMB COMMUNITY COLLEGE FACULTY ORGANIZATION (MCCFO)

By Randy Gerber
Randy Gerber (Feb 20, 2025 00:22 EST)

Its Chief Negotiator

Date 02/20/2025

By Lori Chapman
Lori Chapman (Feb 20, 2025 09:14 EST)

Its President

Date 02/20/2025

LETTER OF AGREEMENT
between
MACOMB COMMUNITY COLLEGE
And
MACOMB COMMUNITY COLLEGE FACULTY ASSOCIATION (MCCFO)

The College and MCCFO agree to the following updates to the 2024-2025 and 2025-2026 Academic Semester Calendar (updated calendars are attached). Changes to the calendars are summarized below. The College and MCCFO also agree to the following updates to Article XII.C.2.c and Article XII.C.2.e in recognition of the Juneteenth holiday.

2024-2025

- January 11, 2025: Date was previously coded red as an "open day". This was deemed an error as we held classes that day. The attached calendar has been updated to reflect this as a "Saturday Class" coded blue/white checkered.
- May 10, 2025 - Date was previously coded blue/white checkered, as a "Saturday class". The attached calendar has been updated to reflect an "open day" and is coded red.
- June 19, 2025: Date was previously coded gray as a "class day". The attached calendar has been updated to reflect the Juneteenth holiday and is coded blue.

2025-2026

- Week of August 9, 2026 - The week of August 9 was previously included in the 2025-2026 calendar in error as it is part of the 2026-2027 calendar, which has not yet been negotiated. Consequently, these dates have been removed from the 2025-2026 calendar. MCCFO and the College will review the week of August 9th when the 2026-2027 calendar is negotiated.
- June 19, 2026: Date was previously coded gold as a "class day". The attached calendar has been updated to reflect the Juneteenth holiday and is coded dark green.

Language will be updated to reflect the addition of the Juneteenth holiday (as long as permissible by law), resulting in an update from ten holidays to eleven holidays as reflected below:

- Article XII.C.2.c will now read: "The work schedule for counselors shall be two hundred twenty-five (225) duty days, with eleven (11) holidays."

- Article XII.C.2.e will now read: "The work schedule for academic advisors shall be two hundred twenty-five (225) duty days with eleven (11) holidays."

MACOMB COMMUNITY COLLEGE

By Leslie Kellogg

Its Provost

Date 02/28/2025

By Elizabeth Ayer

Its EVP, Administration

Date 03/05/2025

MACOMB COMMUNITY COLLEGE FACULTY ORGANIZATION (MCCFO)

By Randy Gerber
Randy Gerber (Feb 28, 2025 11:03 EST)

Its Chief Negotiator

Date 02/28/2025

By
Lori Chapman, President (Feb 28, 2025 11:10 EST)

Its
Lori Chapman, President (Feb 28, 2025 11:10 EST)

Date 02/28/2025

# 2024-2025
# Semester Calendar
# Revised 1.31.25

| | S | M | T | W | TH | F | S |
|---|---|---|---|---|---|---|---|
| 2024 Aug | 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| | 25 | 26 | 27 | 28 | 29 | 30 | 31 |
| 2024 Sept | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| | 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| | 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| | 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 2024 Oct | 29 | 30 | 1 | 2 | 3 | 4 | 5 |
| | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| | 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| | 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 2024 Nov | 27 | 28 | 29 | 30 | 31 | 1 | 2 |
| | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| | 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| | 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| | 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 2024 Dec | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| | 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| | 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| | 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 2025 Jan | 29 | 30 | 31 | 1 | 2 | 3 | 4 |
| | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| | 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| | 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 2025 Feb | 26 | 27 | 28 | 29 | 30 | 31 | 1 |
| | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| | 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| | 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 2025 Mar | 23 | 24 | 25 | 26 | 27 | 28 | 1 |
| | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| | 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| | 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| | 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 2025 Apr | 30 | 31 | 1 | 2 | 3 | 4 | 5 |
| | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| | 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| | 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 2025 May | 27 | 28 | 29 | 30 | 1 | 2 | 3 |
| | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| | 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| | 25 | 26 | 27 | 28 | 29 | 30 | 31 |
| 2025 June | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| | 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| | 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| | 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 2025 July | 29 | 30 | 1 | 2 | 3 | 4 | 5 |
| | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| | 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| | 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 2025 Aug | 27 | 28 | 29 | 30 | 31 | 1 | 2 |
| | 3 | 4 | 5 | 6 | 7 | 8 | 9 |

- Labor Day (9/2)
- Thanksgiving (11/27-12/1)
- Holiday/New Year
- MLK Day of Service (1/20)
- Spring Break (3/3-3/9)
- Spring Holiday Break (4/18-4/20)
- Memorial Day (5/26)
- Juneteenth (6/19)
- 4th of July
- Open Days

= Flex Days
= Faculty Development Day
= Organization Day

= Institutional Day

= Class Day

= Saturday Classes
(not counted as duty days)

**SUMMARY:**

FALL SEMESTER - Begins 8/19/2024

| | | |
|---|---|---|
| Org. Days | = | 2 |
| Dev. Days | = | 1 |
| Class Days | = | 80 |
| Duty Days | = | 83 |

Class Day Distribution

| M | T | W | TH | F | S |
|---|---|---|---|---|---|
| 16 | 16 | 16 | 16 | 16 | 16 |

WINTER SEMESTER - Begins 1/6/2025

| | | |
|---|---|---|
| Inst. Day | = | 1 |
| Dev. Day | = | 1 |
| Org. Day | = | 1 |
| Class Days | = | 79 |
| Duty Days | = | 82 |

Class Day Distribution

| M | T | W | TH | F | S |
|---|---|---|---|---|---|
| 16 | 16 | 16 | 16 | 15 | 15 |

Annual Flex Days = 3

ANNUAL DUTY DAYS = 168

SPRING/SUMMER SEMESTER - Begins 5/19/2025
SPRING/SUMMER SEMESTER - Ends 8/9/2025
Weeks = 12

Approvals

| | | |
|---|---|---|
| MCCFO | Randy Gerber<br>Randy Gerber (Feb 28, 2025 11:03 EST) | |
| MCC | K Kellogg | 1/31/25 |

**2025-2026**

**Academic Semester Calendar**

**Revised 2/27/25**

| | S | M | T | W | TH | F | S |
|---|---|---|---|---|---|---|---|
| 2025 Aug | 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| | 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| | 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 2025 Sept | 31 | 1 | 2 | 3 | 4 | 5 | 6 |
| | 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| | 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 2025 Oct | 28 | 29 | 30 | 1 | 2 | 3 | 4 |
| | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| | 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| | 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 2025 Nov | 26 | 27 | 28 | 29 | 30 | 31 | 1 |
| | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| | 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| | 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| | 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 2025 Dec | 30 | 1 | 2 | 3 | 4 | 5 | 6 |
| | 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| | 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 2026 Jan | 28 | 29 | 30 | 31 | 1 | 2 | 3 |
| | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| | 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| | 25 | 26 | 27 | 28 | 29 | 30 | 31 |
| 2026 Feb | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| | 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| | 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| | 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 2026 Mar | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| | 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| | 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| | 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 2026 Apr | 29 | 30 | 31 | 1 | 2 | 3 | 4 |
| | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| | 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| | 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 2026 May | 26 | 27 | 28 | 29 | 30 | 1 | 2 |
| | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| | 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| | 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| | 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 2026 Jun | 31 | 1 | 2 | 3 | 4 | 5 | 6 |
| | 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| | 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 2026 Jul | 28 | 29 | 30 | 1 | 2 | 3 | 4 |
| | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| | 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| | 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 2026 Aug | 26 | 27 | 28 | 29 | 30 | 31 | 1 |
| | 2 | 3 | 4 | 5 | 6 | 7 | 8 |

Labor Day (9/1), Thanksgiving (11/27), Christmas Eve (12/24),
Christmas Day (12/25), New Year's Eve (12/31), New Year's Day (1/1),
MLK Day (1/19), Easter (4/5), Memorial Day (5/25), Juneteenth (6/19), Independence Day (7/4)
Thanksgiving Break (11/26-11/30), Holiday/New Year Break (12/24-1/1)
Spring Break (9th wk from beg.of semester), Spring Holiday Break (4/3-4/5)

= Open Days
= Flex Days
= Faculty Development Day
= Grade Due Dates
= Organization Day
= Institutional Development Day
= Organized Faculty Professional Development Day
= Class Days
= Saturday Classes (not counted as duty days)

**SUMMARY:**

FALL SEMESTER - Begins 8/18/2025

| | | |
|---|---|---|
| Org. Days | = | 2 |
| Dev. Days | = | 1 |
| Class Days | = | 80 |
| Duty Days | = | 83 |

Class Day Distribution

| M | T | W | TH | F | S |
|---|---|---|---|---|---|
| 16 | 16 | 16 | 16 | 16 | 16 |

WINTER SEMESTER - Begins 1/12/2026

| | | |
|---|---|---|
| Inst. Day | = | 1 |
| Dev. Day | = | 2 |
| Org. Day | = | 1 |
| Class Days | = | 79 |
| Duty Days | = | 83 |

Class Day Distribution

| M | T | W | TH | F | S |
|---|---|---|---|---|---|
| 16 | 16 | 16 | 16 | 15 | 15 |

Annual Flex Days = 3

ANNUAL DUTY DAYS = 169

SPRING/SUMMER SEMESTER - Begins 5/18/2026

SPRING/SUMMER SEMESTER - Ends 8/8/2026

Weeks = 12

| **Grade Due Dates:** | | |
|---|---|---|
| | **SS2025:** | **8/13/2025** |
| | **FA2025:** | **12/17/2025** |
| | **WI2026:** | **5/15/2026** |
| | **SS2026:** | **8/12/2026** |

| Approvals | | | |
|---|---|---|---|
| | MCCFO | Randy Gerber (Feb 28, 2025 11:03 EST) | 02/28/2025 |
| | MCC | Leslie Kellogg | 2/27/2025 |

LETTER OF AGREEMENT
between
MACOMB COMMUNITY COLLEGE
And
MACOMB COMMUNITY COLLEGE FACULTY ASSOCIATION (MCCFO)

The College and MCCFO agree to the following 2026-2027 Academic Semester Calendar (attached).

MACOMB COMMUNITY COLLEGE

By Leslie Kellogg

Its Provost

Date 06/02/2025

By

Its EVP, Administration

Date 06/02/2025

MACOMB COMMUNITY COLLEGE FACULTY ORGANIZATION (MCCFO)

By Randy Gerber
Randy Gerber (May 29, 2025 14:24 EDT)

Its Chief Negotiator

Date 05/29/2025

By Lori Chapman
Lori Chapman (May 29, 2025 17:02 EDT)

Its President

Date 05/29/2025

**2026-2027**
**Academic Semester Calendar**
**16FA, 16WI, 12SS**
**DRAFT**

| | S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|---|
| **2026 Aug** | 09 | 10 | 11 | 12 | 13 | 14 | 15 |
| | 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| | 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| **2026 Sep** | 30 | 31 | 01 | 02 | 03 | 04 | 05 |
| | 06 | 07 | 08 | 09 | 10 | 11 | 12 |
| | 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| | 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| **2026 Oct** | 27 | 28 | 29 | 30 | 01 | 02 | 03 |
| | 04 | 05 | 06 | 07 | 08 | 09 | 10 |
| | 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| | 25 | 26 | 27 | 28 | 29 | 30 | 31 |
| **2026 Nov** | 01 | 02 | 03 | 04 | 05 | 06 | 07 |
| | 08 | 09 | 10 | 11 | 12 | 13 | 14 |
| | 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| | 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| **2026 Dec** | 29 | 30 | 01 | 02 | 03 | 04 | 05 |
| | 06 | 07 | 08 | 09 | 10 | 11 | 12 |
| | 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| | 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| **2027 Jan** | 27 | 28 | 29 | 30 | 31 | 01 | 02 |
| | 03 | 04 | 05 | 06 | 07 | 08 | 09 |
| | 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| | 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| | 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| **2027 Feb** | 31 | 01 | 02 | 03 | 04 | 05 | 06 |
| | 07 | 08 | 09 | 10 | 11 | 12 | 13 |
| | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| | 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| **2027 Mar** | 28 | 01 | 02 | 03 | 04 | 05 | 06 |
| | 07 | 08 | 09 | 10 | 11 | 12 | 13 |
| | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| | 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| **2027 Apr** | 28 | 29 | 30 | 31 | 01 | 02 | 03 |
| | 04 | 05 | 06 | 07 | 08 | 09 | 10 |
| | 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| **2027 May** | 25 | 26 | 27 | 28 | 29 | 30 | 01 |
| | 02 | 03 | 04 | 05 | 06 | 07 | 08 |
| | 09 | 10 | 11 | 12 | 13 | 14 | 15 |
| | 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| | 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| **2027 Jun** | 30 | 31 | 01 | 02 | 03 | 04 | 05 |
| | 06 | 07 | 08 | 09 | 10 | 11 | 12 |
| | 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| | 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| **2027 Jul** | 27 | 28 | 29 | 30 | 01 | 02 | 03 |
| | 04 | 05 | 06 | 07 | 08 | 09 | 10 |
| | 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| | 25 | 26 | 27 | 28 | 29 | 30 | 31 |
| **2027 Aug** | 01 | 02 | 03 | 04 | 05 | 06 | 07 |
| | 08 | 09 | 10 | 11 | 12 | 13 | 14 |

- Labor Day (9/7), Thanksgiving (11/26), Christmas Eve (12/24)
- Christmas Day (12/25), NYE (12/31), NYD (1/1)
- MLK Day (1/18), Easter Sunday (3/28), Memorial Day (5/31)
- Juneteenth (6/19), Independence Day (7/4)
- Thanksgiving Break (11/25-11/29), Holiday Break (12/24-1/3)
- Spring Break - 3/8-3/14 (9th wk from beg.of semester);
- Spring holiday break (3/26-3/27)

- = Open Days
- = Flex Days
- = Faculty Development Day
- = Organization Day
- = Curriculum Day
- = Institutional Development Day
- = Organized Faculty Professional Development Day
- = Class Days
- = Saturday Classes (not counted as duty days)
- = Sunday Classes (not counted as duty days)

**SUMMARY**

| **FALL SEMESTER - Begins** | | **8/17/2026** |
|---|---|---|
| Org. Days | = | 2 |
| Dev. Days | = | 1 |
| Class Days | = | 80 |
| Duty Days | = | 83 |

**Class Day Distribution**

| M | T | W | TH | F | S |
|---|---|---|---|---|---|
| 16 | 16 | 16 | 16 | 16 | 16 |

| **WINTER SEMESTER - Begins** | | **1/11/2027** |
|---|---|---|
| Inst. Day | = | 1 |
| Dev. Day | = | 2 |
| Org. Day | = | 1 |
| Class Days | = | 79 |
| Duty Days | = | 83 |

**Class Day Distribution**

| M | T | W | TH | F* | S* |
|---|---|---|---|---|---|
| 16 | 16 | 16 | 16 | 15 | 15 |

| | | |
|---|---|---|
| Annual Flex Days | = | 3 |
| **ANNUAL DUTY DAYS** | = | 169 |

| | | |
|---|---|---|
| SPRING/SUMMER SEMESTER - Begins 5/24/2027 | | |
| SPRING/SUMMER SEMESTER - Ends 8/13/2027 | | |
| Weeks | = | 12 |

| **Grade Due Dates:** | **SS2026:** | **8/12/2026** |
|---|---|---|
| | **FA2026:** | **12/16/2026** |
| | **WI2027:** | **5/14/2027** |
| | **SS2027:** | **8/18/2027** |

| Approvals | | | |
|---|---|---|---|
| | MCCFO | Randy Gerber | 05/29/2025 |
| | MCC | | 06/02/2025 |

# INDEX


## *1*

169 Days · 38

## *2*

20 Pay Schedule · 37
225 Days · 26
26 Pay Schedule · 37

## *3*

35 Hour Hourly Rate · 38

## *4*

44 Week Schedule · 69

## *A*

Absence Policy · 46
Academic Advisors · 2, 9, 21, 25, 26, 28, 46, 47, 50, 54
Accidental Death and Dismemberment · 40
Adjunct Teachers · 2, 21, 54, 66, 67, 68, 69
Administrative Duties · 2, 30
Administrative Position · 39
Advanced Study Leaves · 31
Apprentice Coordinators · 2, 25, 28, 46
Area Meeting · 13
Area Plan · iii, 14, 21, 64, 68
Areas · 60, 64
Assignments · 21, 29, 30, 64

## *B*

Banking · 24
Base Load · 22, 23, 24, 26
Bereavement Leave · 36
Board of Trustees Rights and Duties · 3
Bumping · 22, 43

## *C*

Calendar · i, iii, 8, 21, 25, 53, 56
Campus and District Committees · 4
Childbirth and Childcare Leave · 35
Class Location and Time · 13
Class Schedule · 21, 53, 69
Class Size · i, 21, 26
Clinical/Laboratory Sections · 25
Combined Sections · 25
Communication Requirements · 3
Compensable Leaves · 32, 33
Compensation · 27, 32, 37, 38, 40
Complaints · 17, 68
Conditions of Employment · 1, 8
Conflict of Interest Policy · 14
Conformity to Law · 42
Contracts · 15
Cost-of-Living Allowance · 41
Counselors · 2, 9, 21, 23, 25, 26, 28, 46, 47, 49, 54
Course Contact Hours · 24
Credit for Previous Experience · 38
Curriculum Committee · 7
Curriculum Development · 16, 23, 43, 54

## *D*

Declaration · 69
Declining Enrollment · 70
Definitions · iii, 53, 64
Dental · 40, 62, 69
Dental Care · 69
Dental Plan · 69
Directed Studies · 24, 25
Disability Benefits · 34, 39
Discipline · 60, 61, 63, 64
Discrimination · 2, 9, 39, 67
Division/Department · 8, 10, 44, 45, 48, 54
Due Process · 15, 16, 17, 49
Dues · 38

## *E*

Educational Requirement · 9
English Composition Classes · 24, 26
Equated Hours · 23, 24, 25, 28, 29
Ethical Principles · 15
Evaluation · 11, 47, 48, 68, 69
Exchange Teaching Leaves · 31
Exclusive Bargaining Unit · 2
Experience Requirement · 9
Extra-contractual assignments · 27
Extra-Contractual Pay · 28, 37

## *F*

Faculty Development Days · 4, 23
Fellowship Leave · 31
Field Trip Policy · 12
Flex Development Days · 56
Fringe Benefits · 19
Funeral Leave · 36

## *G*

Grades · 11, 13
Grievance Procedure · 3, 17, 49, 54, 55

## *H*

Health Leave · 34
Health Leaves · 34
Hiring Committee · 42
Hiring Profile · 42, 48
HLC Faculty Qualifications · 9, 30
Hour Load · 23

## *I*

Implementation of Selection of Assignments · 64
Institutional Closing · 70
Instructional Assignments · 21
Instructional Innovations · 14
Instructional Service · 38
Instructional Technology Advisory Committee · 5, 7
Insurance · 39, 40, 53, 54
Insurance Continuation · 36, 40
Insurance, Life · 39
Involuntary Transfers · 10

## *J*

Jury Duty · 36

## *L*

Layoff · 43
Leave, Military School Teaching · 31, 33
Leaves of Absence · 45
Leaves, Fellowship · 31
Leaves, Foreign Country Teaching · 31
Leaves, Foster Care · 34
Leaves, Military · 34, 35
Leaves, Mutual Consent · 34, 35, 45
Leaves, Non-Compensable · 33
Leaves, Personal · 33, 34, 35, 54
Leaves, Public Service · 34, 35, 45
Leaves, Sabbatical · 31, 33, 69
Librarian Workload · 25
Librarians · 2, 21, 23, 25, 26, 28, 46, 48, 49, 54
Life Insurance Protection · 39
Longevity · 26, 28

## *M*

Matters Contrary to Agreement · 42
MCCFO · i, 2, 3, 4, 5, 8, 9, 10, 11, 12, 16, 17, 18, 19, 20, 22, 33, 37, 42, 43, 44, 49, 50, 54, 55, 56, 70
MCCFO - Board of Trustees Relationship · 3
MCCFO meetings · 4
Medical Care · 40, 69
Military Leaves · 35

## *N*

Negotiators' Schedules · 4
New Positions · 8
New Teacher Academy · 15
Non-Bargaining Unit Members · 2, 10
Non-Bargaining Unit Positions · 10
Non-Compensable Leaves · 33
Non-Teaching Assignments · 14
Nursing Courses · 25

## *O*

Occupational Area · 9, 70
Occupational Disciplines · 9, 67
Occupational Skill Upgrading Leave · 33
Office Hours · 13, 14, 46
On-Line Classes · 22
Organization Days · 23
Other Fringe Benefits · 41
Over Staffed Area · 23
Over Staffed Discipline · 44
Over Staffed Disciplines · 69

## *P*

Patent and Copyright Policy · 11
Pay Dates · iii, 37, 51
Payroll Deductions · 37, 39, 40
Performance Evaluations · 11, 47, 48, 68, 69
Permanent Contract · 17, 54
Personal Business Leave · 36
Personal Leaves · 33
Personnel File · 12, 19, 47, 49
Preference in the Hiring · 10

Probation and Permanent Status · 15
Probationary Teacher Contracts · 15
Professional Absence · 30, 31
Professional Duties · 2, 15
Professional Growth · 30, 46
Professional Leaves of Absence · 31, 36, 41, 45, 46, 53, 54
Professional Liability · 40
Professional Practices Committee · 5, 7
Professional Staff Development · 16

## *Q*

Qualifications Adjunct Teachers · 66
Qualifications, Adjunct Teachers · 66

## *R*

Rank · 10, 17, 53
Reassigned Time · 2, 4, 30
Reassignment · 10
Recognition · i, 2
Reprimands · 12
Requirements for Teaching · 53
Resignation · 20, 38, 45
Resignation and Retirement · 20
Retirement · 20, 37
Retraining · 31, 33, 43, 44
Returning from Personal Leave · 34
Rider · 40

## *S*

Sabbatical Leave Committee · 31, 32, 33, 44
Salary Errors · 38
Scheduling of Classes and Work Schedules · 21
Science Wet Lab · 24, 54
Selection and retention of part-time teachers · 67
Selection of Professional Staff · 42
Seniority · 10, 19, 21, 32, 39, 44, 45, 64
Service Committee · 7, 9, 21, 23, 43, 44, 49, 50, 53, 64, 65, 66, 67, 68, 70
Short-Term Sickness and Accident Insurance · 39
Sick Days · 37
Special Assignments · 2, 19, 30, 45
Specialized Courses · 9, 67
Specially Funded and Temporary (NonPermanent Track) Positions · 19
Spring/Summer Assignments · 29, 30, 45, 46, 68
Spring/Summer Scheduling · 70
Staff Reduction · 43, 44
Staff Retraining · 43
Staffing, Procedures and Functions · 5
Standards Committee · 5, 6, 7, 16, 23, 49
Student Complaint · 17
Student Load · 26
Substitute Pay · 38
Substitutes · 6, 16, 31, 35, 36, 38
Supplemental Assignments · 30
Supplemental Services · 38, 54
Syllabus, Course · 6, 13, 14
Syllabus, Master · 13

## *T*

Teacher Academy · 15, 16
Teacher Responsibilities · 13
Teachers' Regular Workload and Class size · 21
Teachers’ Rights · 10
Teaching Facilities · 27
Team Teaching · 25
Technical Laboratory Maint Compensation · 27
Temporary (non-permanent track) teachers · 19
Termination and Modification · 50
Textbooks · 11, 13, 14, 69
Transfers · 10, 45
Transfers and Seniority · 45
Travel Reimbursements · 38

## *U*

Union Dues · 38

## *W*

Work Outside the MCCFO Bargaining Unit · 10
Work Schedules · 21, 26, 69
Workload · 21, 22, 23, 24, 25, 26, 28, 43, 44, 64, 65, 66, 68, 70