



# **MASTER AGREEMENT**

**Between**

**Mid Michigan College  
Faculty Senate, MEA/NEA**

**&**

**Mid Michigan  
College Board of  
Trustees**

**ACADEMIC YEARS**

**2022 - 2024**

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Between  
Board of Trustees of Mid Michigan College  
Operating under provision of Michigan PA 331 of 1966 as amended  
And  
Mid Michigan Faculty Senate, Inc. MEA/NEA  
At Mid Michigan College

This AGREEMENT, entered into this "Date", by and between the Board of Trustees of Mid Michigan College, hereinafter called the Board, and the Mid Michigan Faculty Senate, Inc., MEA/NEA, hereinafter called the Faculty Senate.

WITNESSETH:

WHEREAS the Board, the Administration and the Faculty Senate are committed to the advancement of a comprehensive educational program of distinct quality for all those interested in the quest for learning, and

WHEREAS the sound development of College policies and programs can best be accomplished by these groups working in harmony and with respect for the roles of each, and

WHEREAS the Board has a statutory obligation, pursuant to the Michigan Public Employment Relations Act #379, 1965, to negotiate with the Faculty Senate as the representative of the College full-time professional instructional personnel with respect to salaries, terms and conditions of employment, and

WHEREAS the parties have reached certain understandings which they desire to confirm in this Agreement, and all matters considered by them are proper subjects for bargaining and are included in this Agreement, and that during the term of this Agreement no further matters subject to this Agreement shall be bargained unless agreed upon by the parties, mandated by law, or are matters not contemplated by the parties or covered in this Agreement, and

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

## ARTICLE I Recognition

- A. The Board hereby recognizes the Faculty Senate as the exclusive negotiating representative for all College teaching faculty under contract on a full-time basis (excluding those persons teaching only secondary school and/or continuing education classes or new Faculty Members employed temporarily solely under the provisions of local, state, and/or federally funded projects or grants), on leave, on a per diem basis, or employed or to be employed by the Board (excluding the President and all other employees of the College), all of whom are collectively designated as the Bargaining Unit. The terms “teaching faculty” and “Faculty Member”, when used hereinafter in this Agreement, shall refer to all full-time teaching professionals represented by the Faculty Senate, which is their bargaining unit as above defined, and references to Faculty Members shall include both male and female Faculty Members. The term “teaching faculty” and “Faculty Member” shall apply to all academic ranks.
1. The Board and Faculty Senate recognize that there are positions at the College that have teaching responsibilities as part of their functions, but which otherwise are not full-time “teaching faculty” or “Faculty Member” positions, and that these positions are excluded from the bargaining unit. The following full-time positions, which have both administrative and teaching responsibilities, shall be considered faculty positions: Director of Radiography program, Clinical Coordinator for Radiography program, Director of Physical Therapist Assistant program, Clinical Coordinator for Physical Therapist Assistant program, and the CSC Coordinator, or any position that is a full year position (11-12 months) if the teaching portion of the position (not to include teaching that is done on a supplemental contract) is repeatedly 15 contact hours or more per academic year (e.g. beginning with the fall semester and continue through the following winter and summer sessions: FA 2021, WI 2022, SU 2022) unless mutually agreed upon in writing by the College and the Faculty Senate.
- B. Off-Campus Faculty Member – A faculty member who teaches at least twenty-four (24) contact hours of their annual baseload face-to-face in a location that is forty (40) miles or more from the Harrison or Mt. Pleasant Campus. Full-time Off-Campus Faculty Members do not accrue seniority with on-campus or online positions; however, they will be given preference (via a guaranteed interview) for an open position for which they are fully qualified if they have successfully completed their orientation period. The College reserves the right to terminate a full-time Off-Campus Faculty Member if the College no longer operates at the location of instruction of the Faculty Member can no longer teach the required load amount as an Off-Campus Faculty Member.
- C. Professional staff shall be recognized as having the following title upon achieving the specified corresponding status:

TITLE	STATUS ACHIEVED*
Faculty Member.....	Newly hired/probationary Faculty Member with a Master’s Degree and less than five (5) years’ experience <u>or</u> Faculty Member with Bachelor’s Degree and less than ten (10) years’ experience
Assistant Professor.....	Newly hired/probationary Faculty Member with doctoral degree in their content area or in education or Master of Fine Arts (MFA)

- or Faculty Member with Master's Degree and five (5) years' experience
- or Faculty Member with Bachelor's Degree and ten (10) years' experience
- Associate Professor..... Faculty Member with doctoral degree in their content area or in education or Master of Fine Arts (MFA) and five (5) years' experience
- or Faculty Member with Master's Degree and eight (8) years' experience
- Professor..... Faculty Member with a doctoral degree in their content area or in education or Master of Fine Arts (MFA) and eight (8) years' experience
- or Faculty Member with Master's Degree and over twelve (12) years' experience
- Senior Professor..... Faculty Member with doctoral degree in their content area or in education or Master in Fine Arts (MFA) and over twelve (12) years' experience
- or Faculty Member with Master's Degree and over sixteen (16) years of experience

\*Experience must be academic years of full-time teaching experience at Mid Michigan College.

## **ARTICLE II**

### **Rights of the Board**

- A. Nothing in this Agreement shall be deemed to limit or restrict the Board in any way in the exercise of the function of management providing this action is not inconsistent with the terms of this Agreement.
- B. The Board shall periodically review and analyze the needs of the College so that all decisions, programs and expenditures will relate to excellence in learning and community connections.
- C. The Board of Trustees, in its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all rights, power, authorities, duties, and responsibilities conferred upon and vested in it by the statutes and the Constitution of the United States.
- D. 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.
- E. The rights and responsibilities of the Board shall include but not be limited to the following:
  - 1. Direct employees;
  - 2. Hire, assign, compensate, promote, discipline, and retain employees;
  - 3. Relieve employees from duties because of a lack of work or funds or under conditions where continuation of such work is inefficient and nonproductive;
  - 4. Maintain efficiency of College operations, including but not limited to the size of the management organization, its functions, authority, amount of supervision, and table of organization;
  - 5. To make reasonable provisions for the health, safety and first aid of its employees, contractors and students during hours of employment or operation;
  - 6. Determine methods and placement by which College operations are to be conducted, including but not limited to all financial policies and procedures, production, service, or maintenance;
  - 7. Approve all Mid Michigan College courses, credentials, certificates, programs, and degrees;
  - 8. Take actions, within the parameters of the Agreement, which may be necessary to carry out the missions of the College in situations of emergency.



## **ARTICLE III**

### **Faculty Senate Rights**

- A. Pursuant to the Michigan Public Employment Relations Act and Article IV of this agreement, the Board hereby agrees that every bargaining unit member shall have the right freely to organize, join, and support the Faculty Senate for the purpose of engaging in collective bargaining or negotiations and other lawful concerted activities for mutual aid and protection. The Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any Faculty Member in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States, that it will not be discriminatory toward or against any bargaining unit member with respect to hours, wages, or any term or conditions of employment by reason of their membership in the Faculty Senate, their participation in any activities of the Faculty Senate or collective professional instructional negotiations with the Board, or by their institution of any grievance, complaint or proceeding under this Agreement.
- B. Nothing contained herein shall be construed to deny or restrict to any Faculty Member rights they may have under Michigan laws or other applicable regulations. The rights granted to Faculty Members hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The Faculty Senate and its representatives shall have the right to use the College facilities, during normal College Operating hours, for meetings concerning faculty senate business if the facilities are not otherwise in use and do not otherwise interfere with instruction, student activities, or pre-scheduled events. No charge shall be made for the Faculty Senate's use of College rooms at all reasonable hours as determined by the Board.
- D. Duly authorized representatives of the Faculty Senate shall be permitted to transact official Faculty Senate business on College property at all reasonable times, provided that this shall not interfere with or interrupt normal College operations, student activities, pre-scheduled events, or the usual teaching duties of the faculty.
- E. The Faculty Senate shall have the right to use College equipment, for purposes of union business concerning the College when such equipment is not otherwise in use and does not otherwise interfere with instruction, student activities, or pre-scheduled events. The Faculty Senate shall reimburse the College for the cost of using copy machines at the same rate charged to all other units of the College and shall reimburse the College for Association long distance calls.
- F. The Faculty Senate shall have the right to post notices of its activities and matters of Faculty Senate concern on faculty area bulletin boards. The Faculty Senate may use the College mail facilities for communications to Faculty Members, administration and students, including mass distribution and shall reimburse the College for postage. The preparation of bulk mailing will be the responsibility of the Faculty Senate. No Faculty Member shall be prevented from wearing insignia pins or other identification of membership in the Faculty Senate either on or off school premises.
- G. The Board agrees to furnish to the Faculty Senate in response to written requests all available public information concerning staffing and financial resources of the College, including but not limited to: annual financial reports and audits, tentative budgetary requirements and allocations, agendas and

minutes of all Board meetings, treasurer's report and census. Nothing contained in the above shall be construed to require that the Board provide any information not already available to it or to provide such information in any form other than it would normally be provided to the Board. If the Senate's request is voluminous (over 500 pages per request), the Faculty Senate shall reimburse the College for such information in accordance with its FOIA policy. The Senate shall not split requests to avoid this requirement.

- H. Bargaining unit members shall be entitled to full rights of citizenship. (The Code of Ethics of the Education Profession, Appendix A, shall be the basis upon which appropriateness of the bargaining unit member's personal behavior shall be judged.) The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, religion, ethnic origin, age, sex, disability, physical characteristics, marital status, or sexual orientation.
- I. Membership in the Faculty Senate shall be open to all full-time Faculty Members regardless of race, religion, ethnic origin, age, sex, disability, physical characteristics, marital status, or sexual orientation.
- J. The Faculty Senate representative may be entitled to appear on the agenda of Board meetings if tentative items for discussion have been submitted in writing to the Executive Assistant to the President and Board of Trustees consistent with the deadline for all board agenda items.
- K. This Agreement shall supersede all policies, rules, or regulations of the Board which shall be contrary to or inconsistent with its terms, to the extent allowable by law.
- L. A bargaining unit member shall have all rights of the Bullard-Plawecki Employee Right to Know Act and the right to review the contents of all records of the employer pertaining to said Faculty Member originating after their initial employment. A bargaining unit member shall have the right to have a representative of the Faculty Senate accompany them in such review.
- M. After six (6) years from the date of issuance, the employee's record shall be purged of all reprimands, warnings, or any other disciplinary action. This provision does not include reprimands, warnings, or other disciplinary actions concerning severe or repeated instances of criminal acts, harmful, or violent behaviors (e.g., instances of bully, unlawful harassment, unlawful discrimination, retaliation, stalking, or physical/mental abuse, etc.) whether in-person or via technological means, towards students or colleagues. Reprimands, warnings, or any other disciplinary actions concerning these matters will immediately be identified as such and remain in the personnel file indefinitely, unless removed by appeal pursuant to M, 2, below.
  - 1. If an employee disagrees with the designation of a reprimand, warning, or other disciplinary action as "severe or repeated instances of criminal acts, harmful, or violent behavior," they may utilize the Grievance Procedure to challenge such designation.
  - 2. An appeal to remove items deemed to be "severe or repeated instances of criminal acts" may be submitted every six (6) years from the date of issuance and will be presided on by an Appeal Board consisting of the Chief Academic Officer, the Chief Human Resources Officer, and the President of the Faculty Senate, or interim appointees of said positions.
- N. No material shall be placed in a bargaining unit member's personnel file until they have been given a copy of said materials. The bargaining unit member may submit a signed and dated written attachment

to such materials. If the bargaining unit member believes the material placed in the file is inappropriate or in error, the material may be corrected or expunged from the file by mutual agreement between the College and the bargaining unit member. If an agreement is not reached, the bargaining unit member may submit a written statement explaining their position. The bargaining unit member may pursue legal remedy prescribed by law. All recommendations, written or oral, from the Human Resources Department shall be based on the contents of the bargaining unit member's personnel file. There shall be no release of any information beyond directory information in a bargaining unit member's personnel file without prior notice to that bargaining unit member.

- O. There shall be only one (1) official personnel file for each bargaining unit member.
- P. The Board shall grant the Faculty Senate a total of twelve (12) paid leave days each year for the use of its representatives to conduct Faculty Senate business or to participate in Faculty Senate activities provided that the administrators affected are notified at least two (2) days in advance. The Faculty Senate will reimburse the College for expenses generated by approved substitutes when the representative attends Faculty Senate activities or events that are exclusively intended to meet the interests of the Faculty Senate. The Faculty Senate shall attempt to avoid having more than two (2) bargaining unit members out on any day for Faculty Senate business. Mutual activities, such as grievances, bargaining activities and join College/Faculty Senate workshops or retreats shall be scheduled on days and times when they do not cause a conflict with the teaching schedule of the involved Faculty Senate member(s). In the event that an alternate schedule is unavailable, release time will be granted and such mutual activities will not require reimbursement to the College for any necessary substitutes. Release time shall be conditioned on having a qualified substitute approved to cover any classes or the class being rescheduled by the Faculty Member.
- Q. Improved institutional climate and problem solving can result from regular interaction between Faculty Senate officers and the College.
- R. Special conferences between the Faculty Senate and the College are encouraged for working out mutual problems. Special conferences for various matters will be arranged between the Faculty Senate President or designated representative and the College President upon request of either party. Such meetings shall be between an equal number of College representatives and Faculty Senate members. The time and place for special conferences will be determined by mutual agreement.
  - 1. The parties agree that such conferences shall not be considered a substitute for the grievance procedure or for negotiations.

## ARTICLE IV

### Membership Dues or Fair Share Fees

- A. This Article applies to all employees represented by the Faculty Senate. The bargaining unit is described in Article 1. All employees in the bargaining unit are “bargaining unit members.” Faculty Senate members are those that pay dues.
1. Each bargaining unit member can freely choose to become a member of the Faculty Senate, or to not become a member of the Faculty Senate.
  2. Bargaining unit membership and Faculty Senate membership are distinct.
- B. An employee is always a bargaining unit member; an employee becomes a Faculty Senate member only through choice. If an employee chooses not to become a Faculty Senate member they will remain a bargaining unit member, remain covered by this collective bargaining agreement, and remain entitled to any benefits set forth in this collective bargaining agreement.
- C. An employee who becomes a Faculty Senate Member will be required to pay Faculty Senate dues (the amounts and regularity of those fee/dues payments to be decided by the Faculty Senate). An employee choosing to become a Faculty Senate member will be required by the Faculty Senate to sign a payroll deduction authorization form (acceptable by the College) authorizing the College’s Payroll Office to deduct Faculty Senate dues from the employee’s paychecks.
1. The Faculty Senate will present the signed dues deduction authorization forms directly to the College’s Payroll Office. Any such authorization card shall remain in effect until revoked in writing (signed) by the employee. A revocation shall become effective at the beginning of the first regular payroll period subsequent to the date on which it is received in the Payroll Office.
  2. Each employee may submit a signed payroll deduction authorization form (via the Faculty Senate) to the Payroll Office twice per fiscal year (beginning of fall semester through end of summer semester).
  3. The Faculty Senate shall annually certify in writing to the College’s Payroll Office no later than the third Friday in September, the authorized amount to be deducted from each Faculty Senate member who submits a signed payroll deduction authorization form. The College’s Payroll Office shall deduct the authorized amount from each of the employee’s regular paychecks and shall within fifteen (15) days after deduction transmit the amounts to the Faculty Senate, together with a list setting forth the name of each employee for whom deductions were made.
  4. The College’s Payroll Office shall use its best efforts to make the aforesaid deductions in the manner set forth but assumes no responsibility for any errors in making such deductions other than to correct such errors. In the event of overpayment, the Faculty Senate agrees to refund such monies within thirty (30) days.
- D. Neither the College nor the Faculty Senate will discriminate against any employee because the employee chooses to become a Faculty Senate member or chooses not to become a Faculty Senate member.
1. The College will not tolerate harassment or discrimination against any employee who chooses to become a Faculty Senate member or chooses not to become a Faculty Senate member. Any employee who believes they have been harassed or discriminated against in violation of this subsection should complain as set forth in the grievance procedure. Any employee determined to have harassed and/or discriminated against a colleague because that colleague chose to become a Faculty Senate member or chose to not become a Faculty Senate member, or chose to pay Faculty

Senate dues or chose to not pay Faculty Senate dues, will be subject to appropriate corrective/disciplinary action, up to and including termination “for cause.”

- E. In the event of any legal action against the College brought forth in a court or administrative agency because of its compliance with the Article, the Faculty Senate agrees to defend such action, at its own expense and through its own counsel, provided:
1. The College gives timely notice of such action to the Faculty Senate and permits the Faculty Senate intervention as a party if it so desires.
  2. The College gives full and complete cooperation to the Faculty Senate and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
  3. The Faculty Senate agrees that in any action so defended, it will indemnify and hold harmless the College from any liability for damages and costs imposed by a final judgement of a court or administrative agency as a direct consequence of the College’s compliance with this Article, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

## **ARTICLE V**

### **Faculty Roles and Responsibilities**

#### **A. Faculty Roles and Responsibilities**

The Board of Trustees and the Faculty Senate recognize that the roles of faculty are varied, the principle of professionalism does not lend itself to a fixed number of hours, and that the education of students is a major responsibility of the College. To this end, faculty will embrace four categories of responsibilities: 1) Teaching & Learning, 2) Professional Development, 3) Service to the College and/or the Community, 4) Curriculum and Classroom Management. Therefore, the roles and responsibilities of the faculty include, but are not limited to the following:

##### **1. Teaching and Learning**

- a. Faculty shall create effective learning environments for all students.
- b. Faculty shall maintain an understanding of how their courses and programs fit into the career preparation of students in a broad sense. This understanding is best framed by reference to the most current Degree Qualifications Profile (DQP) framework. The current five broad areas of the DQP are:
  - Broad and Integrative Knowledge
  - Applied and Collaborative Learning
  - Civic and Global Learning
  - Specialized Knowledge
  - Intellectual Skills

The College and Faculty Senate recognize this broad understanding of career preparation is important not only in the Applied Associate degree programs, but in the transfer degree programs as well and that faculty need to understand how their courses and programs transfer and prepare students for the next phase in their education.

- c. Faculty shall teach assigned courses, develop course content, and other appropriate instructional material, consistent with the College's adopted course outcomes. In those areas where more than one faculty member teaches the same course, the course outcomes listed on the syllabi must be consistent with those approved by the Curriculum Committee.
- d. Faculty shall meet classes at the time and location scheduled. Any changes to the time and location shall have the prior approval of the appropriate instructional administrator, to include instructional journey. Classes may temporarily move to other locations on the same campus. However, the new location must be prominently posted on the board or door of the regularly scheduled location and on the class Moodle shell.
- e. Faculty shall provide each student with a copy of the syllabus that is consistent with the master course syllabus approved by the Curriculum Committee for that course. The syllabus must be posted on the Moodle course shell, distributed to students, and a copy given to the Administrative Assistant to Academic Affairs by the first-class session except in cases of last assignments. Late assignments are those given within two weeks of the start of class(es). In late assignments, the syllabus is due no later than the first-class session of the second week. It is understood that in most instances, it is beneficial to distribute the syllabus at the first-class session of an enrollment period. Faculty who develop a syllabus with student input shall hand out the basic course outline and requirements of the course at the first-class session and indicate those areas to be developed with student input.

- f. A course syllabus must include the following elements:
- Course title and course number
  - Faculty Member name
  - Semester
  - Course meeting days and times
  - Course credit and contact hours
  - The name of the College spelled out as Mid Michigan College
  - Office location
  - Office hours
  - Appropriate contact information (Office phone extension, Email address, or other communication medium)
  - Required text materials to be purchased
  - Supplemental materials
  - Course outcomes consistent with those approved by the Curriculum Committee
  - Communication policy
  - Tentative course outline
  - Grade determination procedures with attendance impact clearly identified
  - A statement on Academic Dishonesty and a link to the College catalog section on Academic Dishonesty. The statement should include the consequences of violating the course and/or College policy, and specifically, that the behavior will be recorded by the College.
  - Specific safety procedures for lab classes
  - Emergency procedures
  - ADA and Cleary Act compliance information
  - FERPA
  - Any additional information required by law
- g. Faculty shall respond to student inquiries in a timely manner as indicated in the communication policy in their syllabus, and provide timely feedback on assignments, quizzes, exams, etc., so that students can understand their progress in the class.
- h. Faculty shall maintain and post a minimum of five (5) office hours weekly for the academic assistance of students. Two (2) of these hours may be used for remote communication. In this instance each of the faculty member's syllabi must include the faculty member's electronic contact information. An additional hour may be utilized by faculty instructing remotely (e.g. asynchronous and synchronous online, HyFlex, sites other than the Mt. Pleasant or Harrison campuses) for online communication with students.
- When Faculty accept an overload assignment, they shall make sure that adequate availability is provided for students to address issues involving the course. This may be accomplished by offering additional office time, posting available access by phone, email, text messaging, or other appropriate means. Faculty shall ensure that reasonable face-to-face meetings will be arranged if requested by the student(s).
- i. Faculty shall engage in the planning and development of academic programs and courses. Faculty shall also engage in departmental/divisional strategic planning, during the fall and winter semesters as needed.
- j. It is recognized that improved student learning and institutional viability are worthy goals. The efficient attainment of these goals can be enhanced through the use of technology. The

Faculty Senate and the Board strongly encourage faculty and management to utilize instructional technology to attain these goals.

- k. Recognizing that student learning can be improved by faculty who regularly analyze student academic achievement and use the information gathered to affirm and/or bring improvements into their courses/programs, it is understood that faculty shall participate in recognized best practices for assessment of student learning at the classroom, course program, and degree levels.

Faculty shall engage in DQP based assessment of student learning, and assessment strategies employed for this purpose shall be developed by the Assessment Committee. Timelines for sharing data obtained from these strategies will be determined during the development process and must be requested at least twenty-one (21) calendar days before the end of the winter semester and will be due no later than seven (7) calendar days after the end of the winter semester.

## 2. Professional Development

- a. Faculty shall keep well informed in their subject area and pedagogy, with particular attention to the latest developments and advances.
- b. Faculty shall investigate and implement best practices which reasonably reflect current and emerging technologies and methods, which meet the specific needs of our students.
- c. Because faculty are a key part of the overall community of higher education, faculty shall also stay current in understanding the trends and challenges within higher education.
- d. Faculty shall maintain an understanding of the fundamental aspects and requirements of accreditation as it pertains to their work and program areas.

## 3. Service to the College and/or Community

- a. Faculty are encouraged to participate in the broader aspects of the life of the College and support such functions as athletic events, social, and cultural events sponsored by the College, as well as dedications and other official College ceremonies.
- b. Faculty shall participate in commencement ceremonies as part of their professional obligation. The cost of academic dress for participation shall be borne by the institution. The College understands that faculty can request and be excused from commencement when significant life events occur such as marriage, spouse/child graduation, etc. The appropriate instructional administrator may grant an exception to this obligation under such circumstances.
- c. Because Mid is a Community College, faculty are encouraged to engage in some aspect of community service, and apply their knowledge and research to issues impacting the community.
- d. When requested, faculty shall contribute to developing and maintaining appropriate and up to date contents for webpages pertaining to their program areas.
- e. Interested faculty may participate in the recruitment, selection, mentoring, and informal evaluation of part-time instructors in the participating faculty member's discipline and shall communicate any results to that administrator.

## 4. Curriculum and Classroom Management

- a. Faculty shall manage their classroom in a manner that ensures civil interaction but does not stifle discussions based on opinion or debate.



- b. Faculty shall submit student grades and a copy of the course grade book by the deadline each enrollment period according to the established procedure. If requested by the instructional administrator, faculty shall also submit a copy of all specific unit tasks and/or performance objectives supporting the attainment of student objectives.
- c. Faculty shall report class attendance as requested by the College administration according to the established procedure.
- d. Faculty shall fulfill routine duties and responsibilities such as filing grade reports, book orders, supplies and material orders, examination and evaluation of books and materials, checking papers and evaluating student progress, preparing for classes, keeping inventories up to date, and managerial/supervisory responsibilities for faculty whose teaching duties include laboratory assignments, as necessary for smooth operations of the department and the College.
- e. Faculty shall schedule their basic loads, in cooperation with the appropriate instructional administrator, over a minimum of four (4) days each week of the term. It is recognized that there may be circumstances that conflict with this requirement and in those instances, the instructional administrator and faculty member may agree to schedule the basic load over fewer days.
- f. When and where appropriate, faculty shall participate in advisory committees.
- g. Faculty shall attend College scheduled meetings provided they do not conflict with their pre-approved professional responsibilities. Efforts will be made to limit the impact of meetings on student learning through both the number and times of meetings. The two annual faculty orientation days shall be considered College scheduled meetings under this provision. Any orientation day shall be limited to seven (7) hours of spanion, excluding time utilized by the faculty senate for union purposes.  
The orientation in-service days for the fall and winter semesters shall not be scheduled more than five (5) business days prior to the start of fall classes and not more than four (4) business days prior to the start of winter classes.
- h. Faculty shall contribute to the periodic departmental/program review as established and scheduled by the Curriculum Committee.
- i. Each faculty member will submit a plan for professional development to their dean as part of their PRFEP. This plan will be followed throughout the academic year and progress will be included in the following year's PRFEP.

#### B. Professional Responsibilities and Faculty Effectiveness Portfolio (PRFEP)

Each faculty member's annual professional responsibilities will be built upon the activities outlined in the four (4) categories of faculty roles and responsibilities (Article V. A.) To demonstrate engagement and contribution to the life of the College, each faculty member shall annually assemble a Professional Responsibilities and Faculty Effectiveness Portfolio (PRFEP). This PRFEP shall be submitted annually to the appropriate instructional administrator. After reviewing the PRFEP, the instructional administrator will discuss the content of the PRFEP with the faculty member and offer suggestions for revisions to ensure alignment with departmental, division, and institutional needs and goals, as well as the faculty member's stated aspirations.

The PRFEP has three (3) main purposes. First, it serves as a self-evaluation tool for the faculty member. Second, it provides documentation of past faculty effectiveness. Third, it provides documentation of the

faculty member's awareness of and plans for engaging in future challenges to students, the courses and program for which they are responsible, as well as the College in general.

In order to accomplish the above, each faculty member will annually discuss the four (4) following areas with their instructional administrator and shall establish objectives in each of the areas:

1. Teaching and Learning

In addition to meeting the required teaching load and fulfilling the routine responsibilities associated with teaching, evidence that demonstrates the faculty member has fulfilled their responsibilities for this category would include such items as:

- Create effective learning environments for all students
- Developing new or substantially revised courses or program curricula
- Developing innovative teaching materials or implementing innovative teaching strategies
- Engaging in educational research projects resulting in findings disseminated at professional conferences and/or in peer-reviewed publications
- Contributing to projects funded by external or internal grants to support instructional activities
- Producing videos for instruction
- Publishing textbooks or other teaching materials
- Designing and implementing a course or program level assessment process
- Engaging in work aimed to improve student engagement and retention
- Incorporating current best practices into instructional delivery

2. Professional Development

In addition to staying up to date with the current literature of their field, evidence that demonstrates the faculty member has fulfilled their responsibilities for this category would include such items as:

- Attending or presenting at a regional, state, or national conference or convention
- Serving on a committee for a regional, state, or national organization
- Serving in a leadership capacity for a regional, state, or national organization
- Teaching a higher-level class at a university
- Taking graduate level classes
- Attending professional workshops related to one's discipline or the art of education
- Participating in professional activities related to one's discipline or the art of education
- Collaborating/publishing of articles/books with national circulation
- Reviewing articles for a national publication

A plan for each year's professional development must be included along with a progress report of the previous year's professional development plan.

3. Service to the College and/or Community

Evidence that demonstrates the faculty has fulfilled the responsibilities for this category would include such items as:

- Membership on a standing or ad hoc committee
- Contributing to the College's reaccreditation efforts
- Contributing to program reaccreditation/certification efforts
- Contributing to a grant writing project

- Developing articulations with local high schools or two- and four-year institutions
- Contributing to recruiting efforts
- Providing staff training in an area of expertise
- Collaborating with local/regional K-12 schools (act as a faculty liaison to a Concurrent Enrollment (CEP) Faculty Member)
- Maintaining membership in a service organization
- Coordinating a community service event
- Maintaining membership in a community group such as a local arts council, historical society, school board, or local government
- Serving as a speaker in an area of expertise for a local organization
- Participating in activities such as student government, PTK, Science Olympiad, Health Fairs, etc.
- Serving industry or government as an external consultant
- Participating in departmental/division strategic planning processes

#### 4. Curriculum and Classroom Management

Evidence demonstrating the fulfillment of general and administrative responsibilities typically takes the form of:

- Meeting deadlines
- Submitting required reports
- Holding appropriate office hours
- Attending required meetings
- When appropriate, observing and enforcing laboratory and/or shop safety policies
- When appropriate, collaborating with lab technicians

## ARTICLE VI

### Working and Employment Conditions

#### A. Criteria for Full Time Employment

##### 1. Terms:

- a. "Student Credit Hour": determined by the college's calendar system, a Student Credit Hour for a course is the amount of instruction time necessary for a student to receive the credit toward a degree (generally, for a 16-week course, fifty (50) minutes of instruction per hour per week). A Student Credit Hour, for a semester, shall not be less than eight-hundred (800) instructional minutes.
- b. "Contact Hour": a total of fifty (50) minutes of student instruction in which the student is scheduled to come into contact with an instructor or with tutorial or laboratory equipment.
- c. "Equated Hours": is a Student Credit Hour, Contact Hour, Non-Instructional Time, or other time that is allowed by the Master Agreement for purposes of calculating basic load or overload.

##### 2. Qualifications

- a. Arts, Humanities, Math, Science, and Social Science and Language  
Faculty in these fields, which are primarily intended as transfer fields, must hold a minimum of a Master's Degree in an appropriate discipline or a Master's Degree and eighteen (18) hours of graduate course work in an appropriate discipline.
- b. Business related disciplines such as: Accounting, Business, Administrative Assistant Professional  
Faculty in these fields, which are primarily intended as career preparation fields, must hold a Bachelor's Degree in an appropriate discipline(s) taught and obtain the minimum of a Master's Degree in an appropriate discipline(s) within three years of initial employment.
- c. Technology/Occupational disciplines such as: Computing, Graphic Design, Web Design  
Faculty in these technical fields, which are primarily intended as career preparation fields, must hold a minimum of a Master's Degree in an appropriate discipline, and must hold any required State, Federal, or Industry Standard licensures and certifications in their field.
- d. Technical/Occupational disciplines such as: Automotive, CAD, HVAC, Welding  
Faculty in these technical fields, which are primarily intended as career preparation fields, must hold a minimum of a Bachelor's Degree in the field taught, and must hold any required State, Federal, or Industry Standard licensures and certifications in their field.
- e. Health Care fields such as: Nursing, Radiography, Physical Therapy  
Faculty in these fields, which are primarily intended as career preparation fields, must hold a minimum of a Master's Degree in the field taught unless a lower degree is specially allowed in the field as noted in the accreditation standards for that field. Faculty in these fields must also hold any required State, Federal, or Industry Standard licensures and certifications in their field.
- f. Faculty that are required to hold any State, Federal, or Industry Standard licensures of certifications in their field will include this information in their annual PRFEP to assure that these requirements have not expired. Faculty members who recklessly allow their required certification(s) to lapse, their contract(s) (Appendices E, F, & G) shall be null and void.

3. Vacancies, Temporary Appointments, and Failed Searches

- a. A vacancy shall be defined as (1) a newly created position, or (2) a present position which is not filled and is anticipated to be filled. Faculty will be informed of any professional vacancy no later than when the vacancy is externally advertised.
- b. The College may make a temporary appointment to replace a faculty that cannot complete an academic term.
- c. In the event that a selection committee does not find an acceptable candidate for a particular vacancy, the College may, at its option, make a temporary appointment as an adjunct faculty member for up to one (1) full year. There shall be no right to continued employment or right to grieve non-renewal beyond the expiration of the temporary contract. Any position filled with a temporary appointment will have a new search done in a timely manner so that a regular appointment may be made prior to the start of the next academic year.

B. Basic Teaching Load

As noted in Article V, A, 1, faculty work includes four categories of responsibilities: 1) Teaching & Learning, 2) Professional Development, 3) Service to the College and/or the Community, and 4) Curriculum and Classroom Management. This section (B) speaks specifically to the teaching and learning aspect.

There are three options for calculating an instructor's full-time teaching load:

1. Full-Time Equated System (FTES)

- a. A full-time teaching load shall be an assignment consisting of thirty (30) equated hours for two semesters (may include a summer, fall, or winter sequence at the instructor's option; however, full-time instructional personnel shall be afforded every opportunity to fulfill the minimum annual teaching load during the fall and winter semesters). Only one summer semester can be used in the construction of a full academic year. This should coincide with the College's fiscal year. Using this option to avoid teaching either the fall or winter term can be done only with the mutual agreement of the faculty member and the administrative supervisor.
- b. Instructors shall have their teaching load computed as one equated hour for each hour of instruction. Examples: ENG 111 three (3) credit hours (3-0) = three (3) equated. BIO 101 four (4) credit hours (3-2) = five (5) equated.
- c. The calendar for instructors teaching classes used for high school CTE programming will be based on the calendars of the Intermediate and/or K-12 districts involved. It will begin with the earliest day any of said schools are in session, end with the latest date any of said schools are in session, and be announced prior to the semester in which the instructor teaches. Instructors will receive the same Spring Break as other Mid instructors.

2. Internship/Externship/Load Equation

- a. Faculty will receive 1:1 equated hour for the field experience portion of the occupational internship/externship courses for five (5) students or more. With less than five (5) students, the course will be run in an Independent Study format.

3. Ancillary Activities

The following alternate workloads shall apply to Lead English and Lead Mathematics Faculty in the listed areas:

Writing and Reading Center	1 equated hour per semester
Math Lab	3 equated hours each semester

Additionally, any English or Mathematics faculty who put in regular weekly hours in the Writing and Reading Center or the Math Lab shall be awarded a workload based on a 3:1 ratio. Such hours should be mutually agreed to with the appropriate administrator as part of a faculty member's schedule setting process.

Sample semester schedule:

Four 3-credit classes	12 equated hours
Alternate workload in Math Lab	3 equated hours
Three hours Math Lab tutoring time each week	1 equated hour
Example Semester Total	16 equated hours

### C. Unique Faculty Positions in Healthcare

1. Because of unique characteristics of combining administrative and teaching responsibilities of faculty positions in several healthcare disciplines, those positions will have the following definitions for their annual baseload and overload determinations.
2. Coordinators of Physical Therapist Assistant and Imaging Sciences Programs
  - a. To meet the basic load requirements, the full-time teaching load shall be an assignment consisting of 15.5 equated hours of classroom instruction and 14.5 contact hours of administrative release time.
  - b. The 14.5 contact hours of administrative release time will provide time to accomplish tasks associated with their respective program, as outlined within the position job description.
  - c. Classroom teaching or administrative release time in excess of the above load would constitute overload. Additional administrative hours require pre-approval of the Dean of Health Sciences.
  - d. The Coordinators of the Physical Therapist Assistant and Imaging Sciences Programs will make time during summer or semester breaks to complete on campus tasks directly related to the success of their respective programs (i.e., recruitment, orientation, criminal background checks, clinical site visits, etc.). This time commitment is included in the 14.5 contact hours of administrative release time outlined above in 2, b.
3. Directors of Physical Therapist Assistant and Imaging Sciences Programs
  - a. The full-time teaching load shall be an assignment consisting of twenty (20) equated hours of classroom instruction and ten (10) contact hours of administrative release time.
  - b. The ten (10) contact hours of administrative release time will provide time to accomplish tasks associated with their respective program, as outlined within the position job description.
  - c. Classroom teaching or administrative release time in excess of the above load would constitute overload. Additional administrative hours require pre-approval of the Dean of Health Sciences.
  - d. The Directors of Physical Therapist Assistant and Imaging Sciences Programs will make time during summer or semester breaks to complete on campus tasks directly related to the success of their respective programs (i.e., recruitment, orientation, criminal background checks, etc.). This time commitment is included in the ten (10) contact hours of administrative release time outlined above in 3, b.
4. Clinical Simulation Center (CSC) Coordinator
  - a. This position is a composite of face-to-face time with students and additional administrative duties.

- b. To meet the basic load requirements the full-time load shall be an assignment consisting of thirty-eight (38) weeks annually per the ADS weekly requirement as described in Article VI, E.
  - c. Thirty-two (32) of the thirty-eight (38) weeks will occur during the Fall and Winter semesters.
  - d. The remaining six (6) weeks may be partitioned and will be used at the discretion of the CSC Coordinator in order to complete tasks related to the success of the CSC (i.e., recruitment, orientation, simulation creation, inventory, budget, community commitments, etc.).
  - e. Additional release time must be approved by the Dean of Health Sciences and will be compensated at the overload rate.
  - f. This modification of the contractual ADS language is not meant to set a precedent for other faculty positions.
5. Coordinator of Allied Health
- a. The academic calendar for this position is extended through the summer semester with a combination of teaching, program development, and coordination hours. An example of a possible work schedule is as follows:

<u>Fall Semester</u>	<u>Winter Semester</u>	<u>Summer Semester</u>	<u>Equated Load</u>
9 contact hours of instruction	9 contact hours of instruction	9 contact hours of instruction	21
Agree 12 hr/week program development & coordination	12 hr/week program development & coordination	8 hr/week program development & coordination	9
			Total Base Load = 30

D. Special Options as Part of Basic Load

1. **Release Time Projects:** Instructional Administrators and/or Faculty may submit projects to be considered for release time. Approval of projects will be based on the value of the project, scheduling and budgetary considerations. This release time may or may not be considered part of the basic load, at the discretion of the faculty member.
2. **Reduced Basic Load/Salary:** If not able to meet the annual faculty load requirement (30 equated hours) a faculty member may elect to accept a contract with a reduced basic load/salary. For example, if the faculty member teaches twenty (20) equated hours, then their salary would be 20/30ths of their normal base salary. This special option may only be used for two (2) consecutive years. Upon review, a third year may be granted by administration. Application of this option will be based on enrollment and not on faculty circumstances (e.g., illness). This reduction in salary will not reduce benefits (but sick days will be prorated accordingly).
3. **On Ground Working Requirements:** Faculty members shall include in their schedule at least fourteen (14) ground equated hours per academic year. The faculty member must teach at least one on ground course each fall and winter semester. Exceptions to these requirements exist for 1) fully online programs, or 2) with the approval of the appropriate instructional administrator. Approval of the faculty member's schedule by the appropriate instructional administrator shall occur at the time of course assignment, which meets exception two. These teaching requirements will pertain to all faculty regardless of their load calculation model.

#### E. Alternative Delivery System (ADS)

1. Alternative delivery system base load calculation for instructors will be based on thirty-two (32) weeks at thirty-five (35) hours a week. These faculty members will be assigned a thirty-five (35) hours per week workload with five (5) hours designated for program development and review which do not require scheduling.
2. Alternative delivery system faculty members will receive a premium compensation when they work extra weeks beyond their base load:
  - 32 weeks (1,120 hours) is base load and base salary
  - 36 weeks (1,260 hours) will receive a 12.5% premium
  - 40 weeks (1,400 hours) will receive a 25% premium

#### F. Blended (FTES/ADS Loads)

1. There may be circumstances such that an instructor may best serve student and program needs by teaching a traditional course or courses (FTES) and delivering instruction in an open or an arranged time format (ADS) in a given enrollment period. With mutual agreement, the faculty member and academic administrator may schedule a Blended Load (FTES and alternative system blends). The following formula will be used to convert between FTES and ADS loads:
  - a. Conversion between FTES and ADS loads will be computed by using a ratio of two (2) hours of ADS instruction or development for each equated hour in the FTS system.
  - b. Example 1: An ADS faculty member teaching three (3) contact hours of a traditional course would need to work twenty-four (24) hours per week in the ADS. Starting with the base thirty (30) hours of scheduled time, the three (3) contact hours converts to six (6) ADS hours ( $3 \times 2 = 6$ ). Then there would be the remaining twenty-four (24) hours of ADS instruction.
  - c. Example 2: An FTES faculty member teaching fourteen (14) contact hours would provide two (2) hours per week in the ADS. Again, starting with the base thirty (30) hours of scheduled time, twenty-eight (28) hours would be accounted for by teaching fourteen (14) equated hours ( $14 \times 2 = 28$ ), and the remaining two (2) hours would be ADS instruction.

#### G. Persistent Low Enrollment Evaluation

1. The Faculty Senate and the Administration both recognize the necessity, and benefit, of regular evaluation of enrollment patterns. These evaluations may uncover the need for programmatic revisions or other enrollment improvement strategies. If a faculty member's student credit hour generation was below 410 for the previous academic year, Administration may initiate an exploration of potential improvement strategies with the faculty member/department.

#### H. Scheduling and Assignments

1. The semester course schedules will be developed by the Board and Administrations after all full-time faculty have been given reasonable time to provide input. Where a qualified full-time faculty member exists, they shall be given preference over any part-time instructor in the scheduling process. From the beginning of the winter term until March 1, full-time faculty will be permitted to adjust their immediately upcoming summer assignments prior to the placement of adjunct faculty.
2. Full-time faculty may schedule one "back-up" class per semester, which will be reserved for the full-time faculty member to cover a cancellation of a previously scheduled course section.
3. The College retains the right to assign a faculty member any course they are qualified to teach only if the assignment results in an overload.
4. Supplemental Teaching/Overload



- a. Courses taught in excess of thirty (30) equated hours for the academic year constitute supplemental teaching (overload). A faculty member may teach up to twenty-one (21) equated hours during each of the fall and winter semesters, provided the faculty member meets their PRFEP requirements. Additional hours and exceptions beyond the twenty-one (21) hours per semester may be made available by the appropriate instructional administrator(s) with the President's (or designee's) approval provided the faculty member meets their PRFEP requirements.
  - b. Priority for teaching summer and overload courses will be given to full-time faculty in their normally taught subject areas. During the summer semester, extra classes will be offered first to full-time faculty. Any classes not taken during summer semester by full-time faculty will be assigned to adjunct faculty.
  - c. If the College utilizes its right to assign a faculty member to any course they are qualified to teach, resulting in an overload, the College cannot exceed three (3) equated hours (or a total annual instructor load of thirty-three (33) equated hours) unless agreed upon by the instructor. In making said assignments, the administration shall be limited to four (4) different course preparations. Efforts will be made to limit the assignment of no more than three (3) composition classes in a given enrollment period.
  - d. For purposes of clarifying the limit on number of course preparations, a Course Preparation is understood as preparation relating to a curriculum committee approved course that has the same course title, alpha-numeric designator, description, and specified course outcomes. A single course may have multiple sections offered on the course schedule during any given enrollment period. Thus, the above limit is a limit on the number of different courses, but not on the number of course sections. When assignments include a mix of different delivery modalities (e.g., face to face, hybrid, remote, HyFlex, online, LUCES, etc.) the academic administrator will confer with the faculty member to consider the appropriate mix of modalities as well as course preparations.
5. Overload Course Determination for FTES
- a. Overload course determination for faculty members will be made by listing a faculty member's annual courses singularly (mixing Fall and Winter) in descending order from the highest enrolled to lowest. Thus, courses of greatest enrollment will be utilized to calculate basic annual load.
  - b. Course sections that enroll seven (7) or more students may run as a regular section.
  - c. Course sections with enrollments of six (6) or fewer may run as low enrolled sections and the faculty member may modify delivery modality, with administrative approval, to better engage fewer students.
  - d. Independent Studies will be considered for sections enrolling two (2) or fewer students or other special circumstances (i.e., not on the schedule for the semester).
6. Overload for ADS/Blended Instructors
- a. Overload calculations for faculty members working under the AD system situations will have their ADS overload paid at a rate of \$28.00 per hour for hours above thirty-five (35) per week. Note that this means ADS faculty members may have overload hours accumulate in the fall, just as do FTES faculty members and just as FTES faculty members do not receive their overload pay until they pass the thirty (30) equated hour base, the ADS faculty members will not receive their overload pay until they pass the 1,120 hours of their base load.
7. Independent Study
- a. Faculty members will receive the in-district tuition rate per contact hour for each student enrolled in an independent study section.

- b. Example: given an in-district contact hour tuition rate of \$120.00, a three (3) contact hour class with two (2) students would be three (3) contact hours x two (2) students = six (6) student contact hours x \$120.00 = \$720.00 to be paid to the faculty member.
- c. All independent study arrangements require approval of the Instructional Administrator and the faculty member.
- d. An independent study course is limited to two (2) or fewer students.

8. Team Teaching

- a. Team teaching assignments must have the approval of the faculty member and appropriate instructional administrator. Enrollment must satisfy instructional administrator(s) requirements.
- b. There will be two (2) options for team teaching relative to a faculty member's teaching load. They are an "Overload Option" and a "Basic Load Option".
- c. Under the overload option each faculty member (up to a maximum of three (3)) will receive overload compensation for the course as though they were the only faculty member teaching the course. An individual faculty member's participation in such a team-teaching arrangement is limited to a maximum of two (2) classes during the primary enrollment periods (Fall and Winter).
- d. Under the basic load option, one faculty member will receive the course's full equated value on their basic load. The other faculty member must accept overload payment for participation in the assignment. (NOTE: A minimum full-time load must be thirty (30) equated hours). An individual faculty member's participation in such a team-teaching arrangement is limited to a maximum of two (2) for an academic year.

I. Year

- 1. After receiving a recommendation from the College Council, the Board shall post the calendar as soon as it can reasonably be set.
- 2. In the event that unexpected circumstances force the closure of the College or result in the cancellation of classes, faculty members shall be excused from reporting to duty without loss of pay. Only classes missed during the final week of the semester shall be rescheduled. The Faculty Senate may be apprised of College plans to reschedule these days missed during exam week. Reschedule days will be considered a normal part of the faculty member's contractual obligation.
- 3. Special days unique to the College, will be determined and mutually agreed upon with the faculty.

J. Weekend Classes

- 1. Assignment to weekend classes shall only be made with the consent of the faculty member. If a faculty member accepts assignment for weekend classes, they will be granted two (2) consecutive days free of classes and office assignment.

K. Assignment Spansion

- 1. Any faculty member's assignment shall span no more than thirteen (13) hours from the beginning of the first class to the end of the last class in the same day. There shall be at least twelve (12) hours between the end of the last class of the day and the beginning of the first class the next day. A faculty member without their prior consent can be assigned to NO MORE than two (2) class days between the times of 6:00 p.m. and 8:00 a.m. (per semester).
- 2. Exceptions to the above will be arranged by mutual agreement of the faculty member and administration. Nursing faculty clinical assignments will be held between the hours of 6:00 a.m. and 11:30 p.m. for no more than twelve (12) hours/days with the exception of preceptorship.

Faculty assigned to preceptorship are to be available to students and/or preceptors as needed throughout a twenty-four (24) hour day.

#### L. Class Size

1. The maximum enrollment for 100-level composition courses (ENG 104, 110 & 111) will be set at a hard cap of twenty-four (24) students. Programs regulated by external authorities (e.g., state boards, accrediting agencies, etc.) shall follow class size limits set by such authorities. The maximum enrollment for all Math courses shall be twenty-five (25) students.
2. For the purpose of determining class sizes, individual faculty members and/or departmental representatives will meet with their appropriate administrator and seek to adjust class sizes to best meet the objectives and delivery method of the course. Decisions about class sizes shall give priority to student learning outcomes.
3. The number of students in any laboratory or instructional area shall not exceed the number of fixed stations, seats, or exceed safety standards as determined by the College and/or other agencies so empowered.
4. When determining whether there are sufficient numbers of students in a class for the College to offer that class, administration will consider the following guidelines:
  - a. Should the administration determine there are insufficient numbers of students in a class for the College to offer that class, the assigned faculty member can elect to teach the class and be compensated at the Independent Study rate of pay using a low-enrolled contract. Students will not be required to fill out an Independent Study contract and courses taught in this format will not count towards the semester load. There shall be no institutional drops of 100 level classes with enrollment of fifteen (15) or more students.
  - b. There shall be no institutional drops of 200 level course sections which have only one (1) scheduled section per campus, or third or fourth semester single section occupational/career program courses which have enrollments of twelve (12) or more students.
  - c. Course sections that enroll seven (7) or more students may run as a regular section.
  - d. Course sections with enrollments between two (2) and six (6) students may run as low enrolled sections and be compensated at the Independent Study rate of pay. These course sections will not count towards the faculty member's annual base load.
  - e. Independent Study courses will be considered for special circumstances (e.g., courses not on the schedule for the semester) and should enroll no more than two (2) students. These course sections will be compensated at the Independent Study rate of pay and will not count toward the faculty member's annual base load.
5. Occasionally, educational technology, nature of the classroom instruction, limited class size, etc., make it possible and feasible to combine several classes into one scheduled time-block(s). The combining of courses shall be done with the agreement of the faculty member involved. When different courses are intentionally combined in the same time-block(s), (ADS load excluded) the following limitations will apply:
  - a. The courses shall be similar in nature;
  - b. No more than three (3) courses shall be combined without mutual agreement between the faculty member and the academic administrator;
  - c. No more than thirty-three (33) students will be enrolled;
  - d. Faculty member credit toward annual load shall equal the highest equated hour granted for one (1) of the courses.

#### M. Sponsorship of Student Activities

1. Sponsorship of all student clubs and organizations shall be on a voluntary basis.
2. A faculty member may accept, in writing, extra contractual assignments, on a semester-to-semester basis, and will be issued a supplemental contract for these activities. The activities will be distinct from courses identified in the College catalog.

#### N. Teaching Facilities

1. The Board shall provide office space and equipment for each faculty member. The Board shall provide a desk top computer at each faculty office/workstation or provide the faculty member with a laptop computer. Faculty will be kept informed of the equipment replacement schedule.
2. The Board shall provide the following supplies for each faculty member: laboratory coats, safety glasses, and/or safety goggles for lab science and allied health faculty members, shop coats and safety glasses for vocational-technical education faculty members. The College will reimburse vocational-technical faculty members for the difference between prescription safety glasses and regular prescription glasses provided adequate documentation is presented.
3. Adequate secretarial assistance shall be provided for faculty members.
4. Dual Campus – Faculty Office Space: The College recognizes that office/support space is important to faculty effectiveness. All reasonable efforts will be made to provide access for faculty.

#### O. Faculty Parking

1. Harrison
  - a. The Board shall provide adequate, lighted, paved parking facilities, properly maintained, for faculty members so desiring.
2. Mt. Pleasant
  - a. The College will identify twelve (12) parking places signed for full-time faculty use at both the CLAB and Doan Center locations. At the Doan Center location, these parking places will be on the North side of the southeast end of the parking lot (near the Summerton Road entrance). At the CLAB, these parking spaces will be on the west end of the parking lot immediately west of the CLAB. The College will not provide enforcement to ensure faculty-only parking in these spaces.

#### P. Academic Freedom

1. The faculty member shall have the freedom to report the truth in the discipline of their professional expertise as they see it both in the classroom and in reports of research activities. There shall be no artificial restraints which would impair the faculty member's ability to present their subject matter in this context providing it is consistent with the College's adopted course outcome objectives.
2. Both the Board and Faculty Senate recognizing the importance of seeking to inspire students to develop respect for truth, a recognition of individual freedom, social responsibility and democratic tradition and an appreciation of individual personality are pledged to work together to create and preserve an atmosphere which is free from censorship and artificial restraint and in which academic freedom for teacher is guaranteed. No special limitation shall be placed upon study and investigation of facts and ideas concerning humankind, the physical and biological world or other branches of learning within curriculum guidelines approved pursuant to this Agreement.
3. The ownership of any materials developed solely by a faculty member's individual effort and expense shall vest in the faculty member and be copyrighted, if at all, in their name.

4. The ownership of materials produced solely for the College and at College expense shall vest in the College and be copyrighted, if at all, in the College's name.
5. In those instances where materials are produced by a faculty member with College support by way of use of significant support personnel time, facilities, or other College resources (i.e., more than \$1,800 value), ownership of the materials or process shall vest (and be copyrighted, if at all) jointly with the faculty member and the College. The parties may use and/or alter such materials for their own benefit, including rights to copy and distribute for classroom use, at no cost to the College, with appropriate citation to original work. Joint ownership remains with modifications or alterations. To the extent required by law, resources created with the Department of Education's competitive grant will be required to be openly licensed for public use, reproduction and distribution.

#### Q. Faculty Involved Committees

1. The College's advisory councils and committees are organized to achieve the College's four enduring goals. Faculty participation in the College's shared governance structure is an important dimension of service to the campus community. Each faculty member is expected to actively participate in at least one College committee and to work with any relevant advisory groups for their program.
2. Faculty leadership is especially significant on those committees related to the academic program. Each of the committees listed below will annually elect its chair from among the members of the full-time faculty. The chair shall work collaboratively with committee members and members of the administration to fulfill the specific range of the group each year. The chair shall be responsible for calling regular meetings, maintaining effective communication within the committee and between the committee and others at the College, ensuring that accurate records are produced of committee decisions and recommendations, and using appropriate evidence in decision-making.
3. Each of the chairs for the committees designated below will receive compensation equivalent to three (3) contact hours either as a part of regular load or as part of an overload assignment.
  - a. Academic Council
  - b. Assessment Committee
  - c. Curriculum and Academic Standards Committee
  - d. General Education Committee.
4. Academic Council
  - a. General Statement of Purpose: Through regular meetings and discussions, the Academic Council will provide the Chief Academic Officer with advice, recommendations, and the faculty perspective on matters pertaining to the Instructional Division, as well as the strategic and operational planning for the college. This council will be a formal mechanism for shared governance with the faculty and will provide a forum for academic issues needing stakeholder input.
  - b. Membership:
    - i. The Academic Council is open to all College faculty and staff and encourages attendance from all areas. Voting membership shall be composed of fourteen (14) faculty members (full-time or adjunct), two non-academic administrators, and two student representatives.
    - ii. Two faculty representatives will be chosen by their colleagues from each of the following areas: English and Humanities, Math, Nursing and Allied Health, Business and Occupational Studies, Science, and Social Science and Language. These positions will be

filled by full-time faculty when possible but may also be filled by adjunct instructors in the designated areas.

- iii. The non-academic administrators and the student representatives will be chosen at large by the College Council.
  - iv. The Academic Deans and Chief Academic Officer will serve as non-voting members.
  - v. The usual term of membership shall be two (2) years, starting during the fall semester and ending in the winter semester of the following year.
  - vi. Vacancies may be filled by replacement faculty members when necessary via a special election held by the faculty members in the area that the vacancy occurs. Administrative and/or student representative vacancies will be filled by the College Council. When a person replaces another voting member or takes an at-large position, that person will hold the voting membership for the duration of the original two-year term of the person who was replaced.
  - vii. The Academic Council is chaired by one of the faculty representatives and will be elected by the voting members of the Academic Council for a two (2) year term of office. The chair sets an agenda and distributes minutes to faculty. The chair invites feedback from all faculty and informs them of upcoming meetings and potential agenda items so that faculty can give feedback to their representatives.
5. Assessment Committee
- a. General Statement of Purpose: The Assessment Committee works collaboratively with the Chief Academic Officer and Deans to support assessment efforts across the curriculum, to review the results of assessment activities, and to recommend quality improvements related to academic assessment and student learning.
  - b. Membership:
    - i. The Assessment Committee is open to all college faculty and staff and encourages attendance from all area. Membership will consist of four (4) full-time instructional faculty from different disciplines (Business, English and Humanities, Math, Nursing and Allied Health, Occupational Studies, Science, and Social Science and Language), the Academic Deans, the Director of Institutional Research, and the Chief Academic Officer and is open for any other faculty to attend.
    - ii. The usual term of membership shall be two (2) years, starting during the fall semester and ending in the winter semester of the following year.
    - iii. The Assessment Committee is chaired by one of the faculty members and will be elected by appointed members of the committee. The chair schedules meetings, sets an agenda, announces meetings, distributes minutes, facilitates meetings, and posts information through the College's website.
6. Curriculum and Academic Standards Committee
- a. General Statement of Purpose: Through regular review and discussion, the Curriculum and Academic Standards Committee ensures the quality, relevance, and consistency of College curricula. The Committee will also review degree requirements and establish academic standards of progress for students.
  - b. After review and deliberation, the Committee must recommend appropriate action on curriculum and academic standards and present its recommendation to the President/Board for approval prior to implementation.
  - c. Membership:
    - i. The Curriculum and Academic Standards Committee is open to all college faculty and staff and encourages attendance from all areas. The Committee will be comprised of the

- College's Chief Academic Officer, six (6) other administrators appointed by the President, and nine (9) faculty appointed by the Faculty Senate. In addition to an Academic Support Center lead instructor, a minimum of one faculty shall be selected from the areas of Business and Occupational/Technical, Liberal Arts, Sciences, and Health Occupations.
- ii. The appointments of the administrators and faculty representatives shall be for two (2) years.
  - iii. The chair will be elected by the Committee for a two (2) year term of office and shall have full voting rights.
- d. Roles and Functions: The Curriculum and Academic Standards Committee will review all College credit courses and curricula on a regular basis. All new courses will be submitted to the Committee for their discussion and recommendations as well as any proposed new curriculum. Periodically, the Committee will review degree requirements and the standards of academic progress for students.
- i. The committee will coordinate the instructional progress of the College, plan and evaluate the educational functions which the College has defined, and present an opportunity for personal and unit communications. Specific tasks include:
    - Review all new courses
    - Review all new curricula or changes to existing curricula
    - May recommend new subjects or areas for courses or curriculum development
    - Assignment of credit value to courses
    - Assignment of courses to departments
    - Approval of publications and materials relating to courses and programs
    - Regularly review degree requirements
    - Regularly review student academic standards of progress
  - e. In the event of prolonged absence (or vacancy) of one of the memberships, the affected group shall select a voting substitute.
7. General Education Committee
- a. General Statement of Purpose: Develop, coordinate and oversee the College's general education program requirements.
  - b. Membership: The General Education Committee is open to all college faculty and staff, and encourages attendance from all areas.
  - c. A chair is elected by those regularly attending the General Education Committee meetings. The chair schedules meetings (typically 2-3 per semester), sets an agenda, advertises meetings, distributes minutes, facilitates meetings, and posts information through the College's website.
8. Business and Occupational/Technical Advisory Committees
- a. From the advisory handbook: The purpose of occupational education is to prepare people for entrance into selected occupations or to upgrade persons already employed. Therefore, it is essential that educators work closely with groups providing employment so they will know what jobs are available and how best to prepare student for them.
  - b. Membership: Five (5) or more representatives of the areas of employers, employees, and education matching the particular field of employment along with a faculty member from that area.
  - c. Roles and Functions: Faculty will work as a team with the advisory group members. These groups meet two (2) to three (3) times (more for new programs). The committees also perform an annual review of each program.

R. Civil Rights

1. Any activities by any member of the faculty in the public sector shall not affect in any way their employment with the College even where such activities may involve the citizen's right to criticize the operation of the College; however, this does not allow a faculty member to willfully violate their contractual duties.

S. Instructional Journey

1. An instructional journey shall be defined as an educational activity which requires students and faculty members to leave the Campus. The College may supply transportation, when determined appropriate, for all such trips. In a normal situation an instructor shall make their request for trip authorization ten (10) days in advance to the appropriate administrator.
2. If the College requests that the faculty member use their own transportation and the faculty member agrees, they shall be reimbursed at the prevailing administrative rate.



## ARTICLE VII

### Safety and Health

The Faculty Senate and College jointly recognize the responsibility to safeguard the health and safety of the individual, coworkers, and students.

#### A. Safety

1. Faculty Members shall not be expected to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. If a Faculty Member reasonably believes that unsafe or hazardous work conditions exist in their work area, or that they are being required to perform tasks or operate a vehicle or other machinery which endanger their health, safety or well-being, that Faculty Member may immediately refuse to continue to be exposed to said unsafe or hazardous condition and shall immediately request that the College investigate the condition and if the investigation concurs with the Faculty Member then the College shall: a) immediately provide to that Faculty Member an alternative work site free of unsafe or hazardous conditions or if no such work site is available, then the College shall: b) immediately permit that Faculty Member to cease working and then the College shall pay to that Faculty Member their regular compensation until the College is able to provide a safe and hazardous-free work site. A Faculty Member's reasonable belief that any of the prohibited work conditions enumerated herein exist, that Faculty Member's refusal to be exposed to said prohibited work condition shall not constitute insubordination nor in any many subject said Faculty Member to discipline.
2. Smoking is prohibited.
3. Infectious Diseases
  - a. The College will abide by all federal, state and county statutes, regulations and directives regarding students with infectious diseases. To the extent permitted under such legal obligations, the College will advise all faculty members who are likely to come into contact with the infected student of the nature of the infectious disease and any precautions that are recommended or required in the classroom or other education setting.
  - b. The College will provide faculty with information about disease transmission and prevention when there are students with known infectious diseases on campus. Universal health care precautions shall be available and used for general issues involving bodily fluids.
  - c. If certain and unequivocal proof exist that a Faculty Member contracted an infectious disease through casual contact with a student, and if in the opinion of two physicians selected by Faculty Member and paid by the College, said casual contact is the likely cause of the Faculty Member's infectious disease, it shall be deemed to have resulted from the Faculty Member's employment and any resulting absences shall not be charged against the Faculty Member's sick days. The College shall pay to such Faculty Member the difference between their salary with all fringe benefits, and benefits received under the Worker's Compensation Act for the duration of such absence or such Faculty Member shall apply for long term disability benefits.

#### B. Substance-Abuse

- a. Faculty shall not report to work impaired by alcohol or any controlled substance. An impaired faculty member may be excused from discipline if the impairment resulted from following instructions issued by a correlated health care professional. During the term of this Agreement, the College will not engage in the testing of Faculty Members through the taking of blood, urine, or breath samples in order to determine if they are working under the influence of alcohol or drugs.

In particular, the College agrees not to perform or require random testing, testing prior to promotion or the award of tenure, periodic testing or testing as part of any physical or psychological examinations otherwise required. The failure or refusal of a Faculty Member to submit to such testing will not be grounds for discipline.

- b. The Association and the College jointly recognize that past alcohol and drug abuse are governed by the Americans with Disabilities Act and shall be treated as such pursuant to the application of the terms and conditions of this Agreement.
- c. When an administrator observes a Faculty Member experiencing difficulties and those difficulties, in the opinion of the administrator, are due to alcohol and/or drug abuse, they will discuss the apparent difficulties with the Faculty Member at a specially scheduled interview. The Faculty Member shall be afforded the right to have appropriate Association representative(s) present at such interview. In all instances, the Association representative(s) shall be notified in advance that such an interview is scheduled. One of the possible outcomes of such a meeting will be the Faculty Member's referral to the College's Employee Assistance Program (EAP). Should the need for a fact-finding investigation be urgent and immediate in nature, the administration shall inform the Faculty Senate leadership immediately and allow reasonable time for a representative to be made present either by physical or virtual means.
- d. A Faculty Member, while successfully participating in an alcohol or drug abuse program as verified by progress reports provided by the EAP shall not be subject to discharge or discipline for alleged alcohol and/or drug use provided that no work-related misconduct occurred. The College's determination that a Faculty Member is not successfully participating in the program, and any subsequent discipline or discharge, shall be subject to the grievance procedure found elsewhere in this Agreement.
- e. No adverse effects to the Faculty Member's status shall result based upon diagnosis itself or request for treatment. However, if the Faculty Member refuses to accept diagnosis and treatment offered by the EAP or fails to respond to treatment as documented by the EAP report and the result of such refusal or failure is such that job performance or appropriate behavior on the job is affected, that Faculty Member will be subject to discipline up to and including discharge.
- f. The parties concern is limited to alcoholism and drug abuse problems which cause poor attendance, and/or unsatisfactory performance on the job, and/or misconduct on the job.
- g. The College agrees that any Faculty Member with an alcohol or drug abuse problem that requests diagnosis or treatment will not jeopardize their job rights or job security and that such problems will be handled in a confidential manner.
- h. All reports of actual or alleged alcohol and/or drug abuse shall be promptly reported to the respective Faculty Member.

## ARTICLE VIII

### Faculty Benefits

#### A. Leaves of Absence

1. Sick Leave: At the beginning of each contract year each Faculty Member shall be credited with a five (5) day sick leave allowance to be used for absences caused by illness or physical disability of the Faculty Member. Then, beginning with the month of November, each Faculty Member will earn one (1) day of sick leave for each month through May that they are in employment of the College. The unused portion of such allowance shall accumulate up to one-hundred and eighty (180) days. Faculty Members absent on a regularly scheduled class day because of illness or physical disability will cause the fact to be reported to the Instructional Administration office in advance of the next assigned obligation. Faculty who are off from work due to illness shall be charged a corresponding number of sick days. Faculty who are off work due to illness for one week shall be charged four (4) sick days. Should the illness continue into subsequent weeks, five (5) sick days will be charged for each week, as this is consistent with how sick days are earned. Any employee who is out more than three (3) consecutive days with a serious medical issue or caring for an immediate family member with a serious medical issue must contact Human Resources to fill out the Request for Family Medical Leave (FML). The College may send the Faculty member, at the College's expense, for an exam if there is a pattern of repeated, unexplained absence. The College will consult with the Faculty member about their concerns before sending the Faculty member to the doctor.
  - a. Family Medical Leave (FML): Faculty members who have been employed by the College for at least twelve (12) months and have worked a minimum of 1,250 hours during the preceding twelve (12) months are eligible to apply for FML.
  - b. Faculty members may apply for a leave under the Family Medical Leave Act (FMLA) and be entitled to a leave of up to the total number of weeks allowed by the FMLA. The FMLA leave year is calculated from the date an employee first uses the FML, rolling backwards. Faculty must use sick time to cover the FML, if it is available. Once sick time is exhausted, the leave will be unpaid.
  - c. Medical certification is required at the onset of the leave and prior to the faculty member's return from a family medical leave. The College reserves the right to designate a leave as FML even if the faculty member does not request it.
  - d. Faculty members must meet with their instructional administrator and Human Resources to apply for a leave under the FMLA.
2. Bereavement:
  - a. Death in the immediate family: The Faculty Member may take a maximum of three (3) days per death. Immediate family shall be interpreted as spouse, domestic partner, parent, sibling, children, grandchildren, father- and mother-in-law, grandparents, uncle, aunt, niece, nephew, and all immediate family steps. The College may grant additional days.
  - b. Absence for bereavement beyond the allowance specified in Section 2.a shall be considered personal leave or sick leave, at the discretion of the bargaining unit member.
  - c. Bereavement leave (as defined in 2, a) shall not be deducted from leave days.
3. Family Illness: In case of critical illness of a member of the employee's immediate family as defined in the FMLA standards, a maximum of six (6) days per year will be granted with pay in addition to

an employees' sick leave. The additional six (6) days will be granted when the employee has exhausted all individual sick leave.

4. Personal Leave: Each bargaining unit member shall be granted three personal days per contract year for personal use. Personal days may not be used to extend vacation or holiday periods without approval from the appropriate Instructional Administrator.
5. Legal Leave: The faculty member shall be excused from work for jury service or if they are subpoenaed as a witness by anybody empowered by law to compel attendance by subpoena. Such faculty member will receive their regular College pay.
6. Sabbatical Leave: The Board of Trustees, upon recommendation of the Faculty Sabbatical Review Committee, shall grant two paid Sabbatical Leaves of absence for faculty members who have worked with the College for a total fourteen (14) fall/winter semesters without a break in service as a full-time faculty member. To apply for a Sabbatical Leave, the faculty member must:
  - a. Submit a detailed proposal to the Faculty Sabbatical Review Committee by October 1 of the year preceding the academic year when the leave will be taken.
  - b. The detailed proposal must address each of the criteria listed in the given rubric:

Criteria	Notes	Revise	Acceptable
Describe nature and purpose of the leave, and provides supportive information that connects expected learning outcomes with the faculty member's other College work.	E.g., criteria may include graduate degree work (Ph.D., Specialist, Second MA, Specific Non-degree Program, etc.); taking additional hours in the Faculty Member's teaching area as a full-time student, or a teaching cognate area or other areas that impact instruction.		
Describes the knowledge and experience the faculty member will gain from the Sabbatical Leave and provides a detailed description with supporting examples for how the knowledge and experience gained from the leave will be used in their position.	E.g., these could include, but are not limited to, content level knowledge, technological knowledge, cultural/community knowledge, and/or pedagogical knowledge – in terms of experience gained.		
Provides a detailed timeline with both major and minor tasks to be accomplished during the leave period.	E.g., this could include, but does not require, demographic information, geographic information, steps associated with collection, analysis, and presentation of data, learning objectives, skills-based acquisitions, etc.		
Describes how the expected learning outcomes will meet the	E.g., explain how the individual has planned to use the Sabbatical Leave for self-enrichment in the respective		

current and future needs of the College, department, and/or discipline area.	teaching area so that the Faculty Member's ability to serve the students and the philosophy of the College will be enhanced upon the Faculty Member's return.		
Describes how the learning outcomes will contribute to the faculty member's ability to contribute to the educational process for students.	E.g., individual proposal for research or writing for the purpose of the improvement of the Faculty Member's teaching responsibilities, work experience, or institutional betterment.		
Describes the way in which the Sabbatical Leave will impact the faculty member's department during the leave period, and provides a plan to help accommodate the leave request.	This will be done in conjunction with the faculty member's academic supervisor: E.g., this might be as simple or complicated as explaining who might teach, manage, communicate, and oversee, etc., for your department in your absence. However, great depth here will be beneficial. Considering student needs and institutional needs in this area will help in the review and consideration of this proposal.		
Provides a detailed plan on how the faculty member's learning from the sabbatical will be shared with students, faculty, and the community.	E.g., how will you present your findings, growth, learning impact (personally, institutionally, for the community, for students), etc.?		

- c. The Faculty Sabbatical Review Committee will review the proposal and may ask the applicant to attend a review meeting to provide additional information or clarification.
- d. The Faculty Sabbatical Review Committee shall consist of three (3) faculty members selected by the Faculty Senate and two (2) administrative representatives selected by the Chief Academic Officer. A faculty member will chair the committee.
- e. It is recommended, but not required, that a member of the Board of Trustees attend the meetings of the Faculty Sabbatical Review Committee.
- f. The Faculty Sabbatical Review Committee will notify the applicant of its recommendation to the Board of Trustees by December 1 of the year proceeding the academic year of the requested leave.
- g. The Faculty Sabbatical Review Committee will not recommend to the Board of Trustees any proposal that does not satisfy, to the satisfaction of the Committee, the rubric given above. If the Faculty Sabbatical Review Committee does not recommend the proposal to the Board of Trustees, the Committee will communicate their reasons in full to the applicant.
- h. The Board of Trustees will also review the proposal and may ask the applicant to attend a Board meeting to provide additional information or clarification. If the Board of Trustees

- chooses to deny a proposal they will communicate their reasons to the applicant in full and in writing.
- i. The Board of Trustees will notify the applicant of their decision following its February Board meeting in the academic year proceeding the academic year of the requested leave.
  - j. The College shall make two Sabbatical leaves available to faculty each academic year.
  - k. Priority for granting the Sabbatical Leave will use the following guidelines:
    - Valid proposals not funded in one year shall have priority the following year.
    - Those who have previously taken few sabbaticals while at the College will have priority over those who have taken more, especially when an applicant has not yet had a sabbatical while at the College.
    - Seniority based on beginning date of contractual duties as a full-time Faculty Member.
  - l. The Sabbatical Leave applicant may request a leave of one (1) semester or two (2) consecutive semesters.
  - m. The salary for a Sabbatical Leave will be 100% of the regular salary for one (1) semester and 50% of the regular salary for two (2) semesters. Payments will be made in accord with regular College pay periods during the Sabbatical Leave.
  - n. The Board of Trustees may further financially support the Sabbatical Leave beyond the stipulated salary, if in its judgement, the proposal warrants such support.
  - o. Upon return from a Sabbatical Leave, a faculty member shall be returned to their previous position and placed at the same position on the salary schedule that they would have been placed had they taught at the College during the Sabbatical Leave period.
  - p. Those recipients who are pursuing a Sabbatical Leave beyond a given academic year shall not be cause for delay in further Sabbatical Leave appointments.
  - q. Sabbatical Leave may be granted to the same faculty member after completion of a total of fourteen (14) fall/winter semesters without a break in service as a full-time faculty member following their return from the previous Sabbatical Leave.
  - r. A faculty member who received a Sabbatical Leave shall return to the College for a period of two (2) years. If the faculty member chooses to separate from the College during the two-year period, they shall repay the prorated portion of salary paid during the Sabbatical Leave.
  - s. All Master Contract provisions shall remain in effect during Sabbatical Leaves excepting those provisions referring to leaves for sickness or other reasons for a leave of absence.
  - t. Evidence of satisfactory completion of the Sabbatical Leave shall be presented to the Board of Trustees by the Faculty Sabbatical Review Committee and the sabbatical recipient.
  - u. Sabbatical Leave shall be equal to fifteen (15) equivalent hours of the annual load.
7. Unpaid Leaves of Absence:
- a. A leave of absence of up to two (2) years may be granted to any faculty member upon application for the purpose of advanced study. Upon request the Board may extend such leave beyond the two (2) year limit if it so desires.
  - b. A leave of absence of up to two (2) years may be granted to any faculty member upon application for the purpose of participating in exchange teaching programs in other states, territories or countries, or a cultural program related to their professional responsibilities, provided that said faculty member states their intention to return to this College.
  - c. A military leave of absence shall be granted to any faculty member who shall be inducted or who shall enlist for military duty in any branch of the Armed Forces of the United States. Military leave shall also be granted for periods of time for the purpose of fulfilling

commitments to the United States Armed Forces. Upon return from such leave, in accordance with the requirements of the such applicable law for the retention of re-employment rights, a faculty member shall be placed at the same position on the salary schedule that they would have been had they taught in the College during such period.

- d. A leave of absence of up to two (2) years shall be granted to any faculty member upon application for the purpose of serving as an officer of any professional association or on its staff. Upon request the Board may extend such leave beyond the two (2) year limit if it so desires.
- e. A faculty member who is elected or appointed to a political office which requires their absence from duty with the College for an extended period of time shall be granted a political leave of absence without pay. Should they be re-elected or re-appointed to the same political office for an ensuing term, or elected or appointed to a different political office for an ensuing term, their leave of absence shall be terminated. A leave of absence for one semester, without pay, shall be granted to any faculty member upon application for the purpose of running for public office.
- f. Child Care Leave shall be granted for no more than two (2) academic year to a faculty member upon their request. The faculty member will be able to return to their former position upon completion of the leave period. This leave will be without pay. Fringe benefits shall be provided for the first sixty (60) days of this leave. Faculty members on child care leave will not accrue seniority while on such leave.
- g. Mutual Consent leave shall be granted to a faculty member upon their request if it is mutually agreeable to the faculty member and the Board. Such leaves shall be granted for not less than one (1) semester nor more than two (2) semesters. At the end of the leave period, the faculty member will be able to return to their former position or similar position. Such leave may or may not be without pay and fringe benefits.
- h. A faculty member on unpaid leave shall retain all credit toward Sabbatical Leave, but shall not accrue additional credits while on leave.
- i. Faculty members on unpaid leave will have priority to return to their former position.
- j. After twelve (12) months of continuous employment, a disability leave without pay may be requested by the Faculty Member from the Chief Academic Officer. Accumulated sick leave must be used prior to the disability leave. Leave may be granted on the approval of the President and the Board of Trustees. Disability leave may be up to ninety (90) calendar days in length, with fringe benefits covered.
- k. Temporary full-time Faculty Members may be hired by the Board as replacements for Faculty Members on approved paid or unpaid leaves of absence up to a period of two (2) academic years.

#### B. Reimbursement for Professional Development

1. Time may be made available to each faculty member to attend professional conferences. Those conferences approved by the approval committee shall be fully reimbursed for reasonable expenses within the scope of the approved Board of Trustees' budget, and will be granted on a rotating basis.
2. The Board of Trustees will pay tuition to full-time faculty for successful completion of course work directly related to their subject matter field of employment or pursuing a program or courses that had received written Administrative approval in advance of any course enrollment for which reimbursement is sought after the completion of the minimum requirement for full-time

employment. Reimbursement will be initiated when the Faculty Member makes available a copy of their tuition payment receipt and grade report. Tuition reimbursement will be limited to the lower of the actual tuition (not including fees or books) or the average of the lowest applicable tuition rate (undergrad or graduate) at Central Michigan University, Saginaw Valley State University, Ferris State University, and Michigan State University.

3. The maximum reimbursement amount each calendar year will be capped at \$3,000 for undergraduate coursework, \$4,500 for master degree coursework, and \$5,250 for doctoral level coursework. To be eligible for reimbursement, a passing grade of at least a "C," "credit" for credit/non-credit coursework, or a "pass" for pass/fail coursework, is required. Reimbursement requests must be submitted within sixty (60) days of course completion, with only one submission within the sixty (60) day period.
4. The Board of Trustees shall provide tuition grants including required course fees at Mid Michigan College, as approved by the Board, for full-time instructional personnel, spouse and dependent children provided a 2.0 GPA is maintained up to a maximum of 62 semester hours or completion of a certificate or degree program. Full-time faculty can enroll in any Mid Michigan College course on an "audit" basis after their teaching schedule for the enrollment period has been approved by the appropriate administrator.

#### C. Insurance

##### 1. Life Insurance:

- a. The Board of Trustees shall provide group term life at one (1) times base salary, rounded to the next higher \$1,000, subject to a minimum amount of insurance of \$70,000, plus Accidental Death & Dismemberment (AD&D) at the same levels for each bargaining unit member. Coverage will terminate upon separation from the College. The bargaining unit member may elect, at their own expense, additional group life term insurance or AD&D coverage subject to insurability. Benefits shall be payable to the employee's designated beneficiary.
- b. Dependent life insurance will be available, at the expense of the bargaining unit member, on an optional basis.

##### 2. Group Health Insurance:

- a. The Board of Trustees shall provide health insurance. The insurance shall be substantially similar to the insurance provided for the administrative staff on a twelve (12) month basis for each bargaining unit member and their eligible dependents. In lieu of such coverage a bargaining unit member may elect to receive either \$3,500 or an annual cash-in-lieu payment consistent with that provided to other similarly situated employees, whichever is greater. Documentation of other health coverage meeting the affordability and coverage requirements of the Affordable Care Act must be provided to Human Resources in order to receive the cash-in-lieu payments. The Opt-Out program will be provided for employees who are not enrolled on the College's health insurance plan.
- b. The College shall utilize the maximum State Hard Cap limit pursuant to PA 152 of 2011 and shall annually adjust the amount as allowed by the State of Michigan. The parties will complete an annual review of the PA 152 Hard Cap costs and shall have an option to recommend to the Board of Trustees a change from the Hard Cap to the 80/20 model if it is in the best interest of the employees.



- c. The Board of Trustees shall provide dental coverage. The coverage shall be substantially similar to that provided to the administrative staff for each bargaining unit member and their eligible dependents.
- d. The Board of Trustees shall provide vision coverage. The coverage shall be substantially similar to that provided to the administrative staff for each bargaining unit member. A bargaining unit member may purchase coverage for the qualifying dependents at an additional cost.
- e. The Board of Trustees reserves the right to change carriers after bidding specifications that would be substantially similar to existing benefits. The College and the Faculty Senate are committed to work to find ways to lower health insurance costs.
- f. The health, dental, and vision coverage shall not be materially different than that provided to this group during the prior medical benefit plan coverage year, to the extent allowable by law, except by mutual agreement between the College and the Faculty Senate.

3. Long Term Disability (LTD):

- a. The Board of Trustees shall provide, without cost to the bargaining unit member, insurance providing a plan of salary continuation in the event of long-term sickness or disability. Such plan (as determined by the LTD provider) to provide 66 2/3% of each bargaining unit member's salary shall be guaranteed up to a maximum of \$3,000 per month after sixty (60) consecutive days of Total Disability, and extending up to age sixty-five (65) or to Normal Retirement Age as defined by the US Social Security Act, it Totally Disabled prior to age sixty-three (63), or up to the greater age of sixty-six (66) or a period of one (1) year for employees who are Totally Disabled at age sixty-three (63) and older.

D. Flex Spending and Dependent Care Plans

- 1. The College will make available a qualified Section 125 Flexible Spending Plan for Medical and/or Child Care expenses in accordance with federal law.
- 2. The plans are not intended to serve as a vehicle to be used by insurance companies and/or other vendors in the general public to gain access to the Faculty Senate membership for purposes of promotion or sales of their products.

E. Bookstore Discounts

Bargaining Unit Members shall receive a bookstore discount consistent with all College employees, as negotiated with the contracted Bookstore provider.

F. College Events

Tickets are to be supplied to bargaining unit members and retired faculty members, upon request, for all College-sponsored student activities such as basketball games, plays, etc., held on campus.

G. Physical Examinations and Inoculations

Required examinations and inoculations shall be paid for by the College.

H. Faculty Separation from the College

The College agrees to pay any resigning/retiring faculty member fifty-five dollars (\$55.00) per day for all unused sick days up to a maximum of one-hundred and fifty (150) days if the bargaining unit member meets one of the two vesting periods: (1) fifteen (15) or more full-time consecutive years in a faculty capacity at Mid Michigan College, or (2) five (5) or more full-time consecutive years in a faculty

capacity at Mid Michigan College and meets the criteria for full retirement set forth by the Michigan Public Schools Employees' Retirement System (MPSERS).

## **ARTICLE IX**

### **Grievance Procedure**

Efforts to resolve problems informally are strongly encouraged by both the Faculty Senate and the College Administration. The grievance is intended to bring formality to the problem resolution.

A. A grievance is a claim or complaint by a faculty member or group of faculty members, or the Faculty Senate (“Grievant”), based upon an event which affects a condition of employment, discipline or discharge alleged to violate a clause of this Agreement, and/or alleged violation, misrepresentation or misapplication of any provision of this Agreement, or any existing rule, order or regulation of the Board of Trustees alleged to violate any clause of this Agreement.

#### **B. INFORMAL DISCUSSION**

In the event that a faculty member or group of faculty members or the Faculty Senate believes they have a basis for a grievance, they shall first informally discuss the grievance with the appropriate Administrator.

#### **C. FORMAL STEP ONE**

As a result of the informal discussion with the appropriate Administrator a grievance still exists, the Grievant may invoke the formal grievance procedure on the form set forth in Appendix B, signed by the Grievant and the Faculty Senate submitted in duplicate to the Chief Academic Officer within fifty-five (55) calendar days after the Grievant knew or should have known of the act or condition on which the grievance is based or the grievance shall be deemed waived. The Chief Academic Officer will have five (5) working days after the date of receipt to render their disposition of the grievance.

#### **D. FORMAL STEP TWO**

If the Grievant and the Faculty Senate are not satisfied with the disposition by the Chief Academic Officer, or if no disposition has been made within five (5) working days after the date of receipt, the grievance may be submitted to the President or their designee. If a disposition has been made by the Chief Academic Officer within five (5) working days after the date of receipt, the grievance must be submitted to the President or their designee within five (5) working days after receipt of the disposition by the Chief Academic Officer, or such disposition will be deemed satisfactory. If no disposition has been made by the Chief Academic Officer within five (5) working days after the date of receipt, then the grievance must be submitted to the President within five (5) working days after the deadline for disposition by the Chief Academic Officer, or the grievance will be deemed to have been waived. The President or their designee will have ten (10) working days after the date of receipt within which to schedule and hold a meeting with the Grievant and the Faculty Senate, at such date, time, and place as is mutually agreeable, in an effort to resolve the grievance. The President or their designee will then have five (5) working days after the date of such meeting to render their disposition of the grievance.

#### **E. FORMAL STEP THREE**

If the Faculty Senate is not satisfied with the disposition of the grievance by the President or their designee or if no disposition has been made within five (5) working days after the grievance meeting, or if no meeting was scheduled the grievance may be submitted to mediation (copy of mediation request will be routinely provided to the College) in accordance with section 7 of the Michigan Public Employment Relations Act, MCLA 423.207. If a disposition has been made by the President or their designee within five (5) working days after receipt of the disposition by the President or their designee,

or such disposition will be deemed satisfactory. If no disposition has been made by the President or their designee within five (5) working days after the date of the grievance meeting, then the grievance must be filed with the Michigan Employment Relations Commission within five (5) working days after the deadline for disposition by the President or their designee, or the grievance will be deemed to have been waived.

The Michigan Employment Relations Commission will have four (4) calendar weeks after the date of filing within which to complete the mediation process. If the grievance is one that is subject to arbitration in accordance with the provisions of paragraph G below, the Board and the Faculty Senate may agree to bypass mediation and submit the matter directly to arbitration. Any such agreement must be made within the time limits for referral to mediation and must be in writing.

**F. FORMAL STEP FOUR**

If mediation is not completed within four (4) weeks after being requested, either party may file a petition for arbitration with the American Arbitration Association. The Faculty Senate only, and not an individual faculty member, may request arbitration, provided, however, that arbitration shall only be available as to grievances alleging violation, misrepresentation, or misapplication of this Master Agreement. If the mediation process has been completed within four (4) calendar weeks after the date of filing, the request for arbitration must be submitted within five (5) working days after the mediation process has been completed or the mediation has been bypassed. Either party may request a pre-arbitration meeting within the five (5) working day window period following the mediation process to review the mediator's disposition.

G. The arbitrator will be selected through the American Arbitration Association. Except as otherwise provided herein, the arbitrator will follow and be bound by the rules of procedure adopted by the American Arbitration Association.

H. The Board and the Faculty Senate shall not be permitted to assert in any such arbitration proceedings any ground or rely on any witnesses or exhibit not previously disclosed to the other party. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written to settle the grievance before them. The arbitrator shall at all times be governed wholly by the terms of the Agreement and they shall have no power or authority to amend, alter or modify this Agreement in any respect, no shall the arbitrator have the authority to hear or determine more than a single grievance in a single arbitral hearing unless the parties agree otherwise. If the issue of arbitrability is raised, the arbitrator shall only determine the merits of the grievance if arbitrability is affirmatively decided. By accepting a case from the parties, the arbitrator acknowledges their limitations of authority and agrees not to decide an issue which is outside of their jurisdiction under this Agreement. The Arbitrator recognizes that the College is governed by certain laws of the State of Michigan and the arbitrator agrees that this Agreement shall be interpreted and construed consistent with such laws. Retroactively of the arbitrator's award shall be limited to the date the grievant knew or should have known of the act of condition on which the grievance is based. Notwithstanding the forgoing, an arbitrator's award as to the payroll computation errors may be retroactive for up to one (1) year prior to the time the grievance was first submitted in writing. Arbitration awards shall be final and binding on the College, Association, and employees. Both parties agree to be bound by the award of the arbitrator. However, each party reserves the right to challenge the arbitration award in any court of competent jurisdiction if the arbitrator has exceeded their jurisdiction or has arrived at their award fraudulently or by improper means.

- I. The fees and expenses of the arbitrator shall be shared equally by the Board and the Faculty Senate. The expenses and compensation for attendance of any employee, witness, or participant in the arbitration shall be paid by the party calling such employee or witness or requesting such participant.
- J. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. However, the time limits may be extended by mutual consent. The terms "teaching days" shall mean all days on which classes are scheduled. The term "working days" shall mean all calendar days, excluding Saturdays, Sundays, and legal holidays.
- K. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of participants and shall be available to the Faculty Senate.
- L. It is agreed that the aggrieved party and the Faculty Senate shall be furnished with any information in the possession of the Board of Trustees necessary for the processing of any grievance or complaint.
- M. If a grievant has a grievance which they wish to discuss with a supervisor, they are free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Faculty Senate and an opportunity for a Faculty Senate representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interest of the faculty members shall be the sole responsibility of the Faculty Senate.
- N. A grievance may be withdrawn at any level. However, if, in the judgement of the Faculty Senate, the grievance affects the welfare of the faculty, the grievance may continue to be processed as a grievance by the Faculty Senate.

## **ARTICLE X**

### **Professional Behavior**

- A. The Code of Ethics of the Education Profession is considered by the Faculty Senate and the Board as acceptable criteria of professional behavior. The Faculty Senate shall address ethical problems in accordance with the terms of such Code of Ethics of the Education Profession (Appendix A).
- B. No bargaining unit member shall be disciplined or discharged without just cause or without being accorded due process, except as described in Article XI paragraph A, concerning the orientation period.
- C. Non-disciplinary, paid administrative leave may be issued while an allegation of misconduct is being investigated. The bargaining unit member's pay shall not be interrupted nor reduced while on non-disciplinary paid administrative leave. Non-disciplinary paid administrative leave is designed to protect the integrity of a fact-finding investigation, and shall not be considered discipline to the bargaining unit member.
- D. A bargaining unit member shall at all times be entitled to have present a representative of the Faculty Senate when they are being reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to faculty until such representative of the Faculty Senate is present.
- E. The bargaining unit member shall sign and receive a copy of each disciplinary action. The signing of this document is not to be construed as an admission of guilt but only as an acknowledgement that such action exists. In imposing any sanction on a current charge, the College shall not consider any prior infraction which occurred more than six (6) years previous to the date of the occurrence of the event on which the current charge is based except in instances specified in Article III, paragraph M.
- F. No student, parental, citizen, or college personnel complaints originating after initial employment shall be placed in a bargaining unit member's personnel file unless the bargaining unit member has had an opportunity to review the material, to respond to the material, and a preponderance of the evidence that supports that discipline is merited. Complaints against the bargaining unit member shall be put in writing with names of the complainant(s). The administrator shall attach to the written complaint a written explanation of all administrative action taken and administrative expectations (if any) of the bargaining unit member. The bargaining unit member may submit a written notation or reply regarding any complaint, and the same shall be attached to the file copy of the material in question. When documentation relating to a complaint is to be placed in a bargaining unit member's file, the affected bargaining unit member shall be given the opportunity to review and sign said material; such signature will be understood to indicate awareness of the material but in no instance will said signature be interpreted to mean agreement with the content of the material.

## **ARTICLE XI**

### **Employment Practices**

#### **A. Orientation Period**

1. Faculty Senate members who join the College will have an orientation period of five (5) fall/winter semesters. Prior to the start of the first (1<sup>st</sup>) semester, the appropriate instructional administrator will meet with the newly hired faculty member to review the departmental or discipline specific needs and the Performance Review process, including the PRFEP. At the end of the first (1<sup>st</sup>) semester, the newly hired faculty member will complete their portion of the PRFEP to include a portfolio of artifacts that support evidence addressing each of the four categories of faculty roles and responsibilities (Article V. A).
2. The faculty member will include an update on their portfolio, along with classroom observations, student evaluations and progress towards completing their PRFEP at the end of each semester during the orientation period. This documentation will be included in the faculty member's personnel file, and serve as the basis for recommending full status to the Board of Trustees during the fifth (5<sup>th</sup>) semester after hire.
3. During the orientation period, The President of the College reserves the right to recommend to the Board to decline or grant full status to the faculty member, without regard to any other provisions of this Agreement. The President shall notify the faculty member by the beginning of the thirteenth (13<sup>th</sup>) week of the fall or winter semester if their contract will not be renewed or if they will not be placed on full status.

#### **B. Annual Faculty Contracts**

Annual full-time faculty contracts for all returning Faculty Members (see Appendix E) shall be issued within seven (7) calendar days from the date of ratification of this Agreement and within seven (7) calendar days prior to the first day of classes for subsequent academic years.

#### **C. Faculty Evaluation**

The College supports an educational environment which has inherently related to it an on-going evaluation of its personnel. This process should be regular and maintain as its overall objective the improvement of performance by all elements functioning in the institution and is not intended to be used as an instrument for the construction of discipline. The criteria and instruments of evaluation will be developed jointly between the Faculty Senate, the faculty member and the administration, and only those criteria and instruments shall be used to evaluate faculty.

#### **D. Layoff**

Whenever it is necessary to decrease the number of the faculty members due to, but not limited to, insufficient funds, projected revisions, deletions of programs or enrollment declines, the following factors will be used to determine faculty members whose position is to be reduced or eliminated: seniority, certification requirements, effectiveness, and academic qualifications. Where clearly superior performance as documented by objective criteria is evident, it is understood that less senior full-status faculty may be retained during layoff. Recall from layoff shall be based upon the same considerations. The College may reassign faculty duties and schedules to avoid laying them off.

#### **E. Layoff Notice**

Faculty members to be laid off for an indefinite period of time will be so advised in writing as soon as is practicable after said decision has been made by the College. The Faculty Senate President shall, on the same date the notice(s) are issued to affected faculty members, be tendered a list of the faculty members being laid off.

F. Layoff Option

In the event the College does not offer to a bargaining unit member a minimum load, the faculty member shall be offered the options of: (a) being laid off without pay in accordance with the layoff-recall provisions of this Agreement; or (b) displacing part-time instructors. The foregoing shall apply only to such classes taught by part-time instructors as are already being offered; the College shall not be required by virtue of this provision to institute any additional such classes.

G. Seniority Determination

Seniority shall be determined by earliest date of full-time Faculty Member appointment, and will continue during all Board approved leaves.

H. Full Status

Upon determination by the President that a faculty member has successfully completed their orientation period the President shall recommend to the Board of Trustees that the faculty be granted Full Status. Full Status shall not constitute a guarantee of continued employment. Full Status employees shall not, however, be terminated or disciplined by the Administration without reasonable cause; Administration action in this regard shall be a proper subject of review under the Grievance and Arbitration provisions of this Agreement.

I. Loss of Seniority and Full Status

A faculty member's seniority, Full Status and employment relationship with the College shall be terminated when:

- They resign or retire;
- They are discharged for just and reasonable cause;
- They are absent for five (5) consecutive working days without notice to the College within such time of the reasons for, and excused by the College of such absence, unless the giving of such notice is impossible;
- They fail to report for work as scheduled within seven (7) calendar days after notice of recall from any layoff is sent to their last known address as reflected on the College's records;
- They fail to report to work on the required date at the end of an authorized leave of absence or authorized extension thereof, unless such reporting is impossible;
- They are on layoff status consecutively for two (2) calendar years or the length of their seniority, whichever is less.

J. Full Time Faculty Retraining

1. When there is no general decline in student population nor a decrease in revenue, but where there is staff reduction because of program modification, course deletion, or decrease in enrollment affecting a particular area or course of study, the faculty affected may request to participate in a retraining program according to the conditions described below:

- a. The faculty member subject to staff reduction shall be promptly notified of such, and they shall indicate within thirty (30) days in writing their desire to retrain. Such declaration shall



be accompanied by a plan of study subject to the approval of the Board upon recommendation by the President. It is understood that approval of such retraining is subject to Administrative approval based upon the future needs of the College as determined by the Administration and the Board of Trustees.

- b. The period of time granted to retrain shall not exceed four (4) semesters. Parties may extend this deadline by mutual consent.
- c. The Board agrees to accept retrained Faculty Members to fill vacant positions for which they have become qualified and such re-employment shall not result in loss of salary or College seniority.
- d. Should the position previously held by a retrained and re-employed Faculty Member become available again, they shall have the right to it with no loss of College or area seniority.
- e. Faculty members applying for a retraining leave may utilize the sabbatical leave provision if approved by the Sabbatical Committee.
- f. All provisions of the Sabbatical Leave policy will apply.

#### K. Faculty Member Notification

Faculty Member notification of their resignation of employment shall be tendered to the Board no later than October 15<sup>th</sup>, for resignations/retirements at the end of the Fall semester and no later than April 15<sup>th</sup> for resignations/retirements at the end of the Winter semester. Faculty Members who retire/resign at the end of a Fall semester will have their base contract amount pro-rated and the College will continue health benefits for thirty (30) days or until the Faculty Member receives other health coverage, whichever comes first. Resigning Faculty Members who complete their teaching responsibilities for the academic year will have the option to continue their fringe benefits through the end of their individual Annual Contract.

#### L. No Strike Pledge

1. The parties, including the individual members of the Faculty Senate, acknowledge that continuous and uninterrupted provision of services by the College and prompt and fair disposition of grievances are essential considerations for this Agreement.
2. The grievance and arbitration procedures set forth in this Agreement shall be and are the exclusive method of resolving any dispute, controversy, disagreement, complaint or grievance, and the Faculty Senate and its members acknowledge and agree unequivocally that there shall be no right to strike for any reason during the term of this Agreement. The Faculty Senate and its members, agree not to directly or indirectly, call, sanction, encourage, honor, or take part in any strike, walkout, slowdown, work stoppage, or any other curtailment or restriction of work meant to interfere with the peaceful and normal operations of the College or its provision of service, or interfere with work in or about or access to the College's operations, building, property, or premises, wherever located.

#### M. Violation of No Strike Pledge

Any faculty member who engages in any activity prohibited by the foregoing Section shall be subject to such disciplinary action as the College deems appropriate, up to and including discharge. The Faculty Senate acknowledges that discharge is an appropriate penalty for such violation. Any appeal to the Grievance Procedure shall be limited to the question of whether the faculty member or faculty members did, in fact, engage in any activity prohibited by the foregoing Section.

N. No Lockout

The College agrees that it will not engage in a lockout during the term of this Agreement.

## **ARTICLE XII**

### **Professional Compensation**

#### **A. Salary Schedules**

All faculty members are to be placed on the proper step on the appropriate salary schedule as defined in Appendix D. The salary schedules for the academic years of 2022-23 and 2023-24 are listed in Appendix D.

#### **B. Salary Payment**

1. The salary of each Faculty Member shall be paid via direct deposit. Faculty members have the option of electing payment over twenty-six (26) or twenty (20) bi-weekly amounts. The first normal bi-weekly pay date shall be established by the Administration and Faculty representatives prior to the end of the previous academic year.
2. Deductions may be authorized by the Faculty Member and shall be executed for such items as:
  - Faculty Senate Dues
  - Credit Unions
  - Annuity Programs
  - Faculty Senate Approved Financial Matters
3. The last paycheck of each academic year may be held until all contractual obligations are completed.

#### **C. Overload Payment**

1. If a full-time faculty member accepts a supplemental teaching assignment, excluding adult, continuing education or community service instructional courses or activities, beyond the basic load, the rate of compensation shall be \$945.00 per equated hour.
2. Overload payments shall be paid according to the Method of Payment Option in the Overload Teaching/Services Contract, Appendix F.
3. Payment for overload courses will normally begin during the semester in which the basic teaching load is satisfied.

## **ARTICLE XIII**

### **Agreement Effectuation**

- A. All Faculty Member 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 policies of the Board.
- B. An electronic copy of this Agreement shall be posted on the College's website by the Board within twenty (20) days of ratification by both parties. Candidates shall be informed that a Master Agreement is in effect.
- C. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. It is further agreed that within ten (10) working days of notification of a final and binding determination of such illegality, the Board and Faculty Senate will commence negotiations to reach a new agreement concerning the subject matter of the provision determined to be illegal.

## **ARTICLE XIV**

### **Modification of Forms**

It is recognized that there may be occasion to modify otherwise static forms found within this Agreement. The following procedure will be utilized if either party wishes to examine improvements to these forms outside of the formal negotiation process.

- A. A request to change or improve forms outside of the formal negotiation process can originate from the Faculty Senate or from the Board.
- B. Upon receipt of a request, both parties shall appoint members to be part of a Review Committee.
- C. The Review Committee (RC) will continue to meet at reasonable mutually scheduled times until the RC can recommend an improvement or until either party's representatives determine that lack of progress does not warrant further time. In the latter case, the original form and accompanying language in the contract will remain.
- D. If a recommendation from the Review Committee can be made, the recommendation will go to both the Board and the Faculty Senate.
- E. If both the Board and the Faculty Senate ratify the form and any related language, it will replace the existing form and language in the contract.
- F. If either the Board or the Faculty Senate does not ratify the change, the original form and accompanying language shall remain unchanged.

Nothing in this article prevents negotiating modification to these sections through the formal negotiation process.

## **ARTICLE XV**

### **Miscellaneous**

- A. In the writing and amending of its Board Policy Manual, the Board shall notify the Faculty Senate of any changes.
- B. If a Faculty Member accepts a position of supervision or coordination of a student teacher or teaching intern, the Faculty Member will receive an amount of money equal to that reimbursed to the College from the sending institution per academic semester per student or intern.
- C. Mileage reimbursement guidelines:
  - 1. Reimbursable mileage is a consequence of excessive travel required of the faculty resulting from an administrative decision, other than office hours, grade grievance hearings (as the Faculty Member involved), contract grievance meetings, general faculty meetings, department meetings, registration activities, committee meetings, mutually scheduled meetings with supervisors, advisory committee meetings, and other meetings and/or events necessary in accomplishing Faculty Member responsibilities.
  - 2. Mileage will be paid for scheduled teaching assignments requiring more than five round trips per week.
  - 3. Mileage reimbursement shall be paid at the prevailing administrative rate as outlined in the Board of Trustees Policy Manual.
  - 4. Mileage shall be paid for administratively approved instructional journeys, seminars, conferences and workshops.
  - 5. Mileage reimbursement will be paid to Faculty Members to attend meetings called by the administration outside of the contractual period of the Faculty Member; i.e., regular full-time or supplemental contracts.
- D. All faculty will be involved in institutional self-study committees for continued accreditation.
- E. Per the management rights clause and this provision of this agreement, the parties agree the College is in compliance with the Local Financial Stability and Choice Act, 2012Public Act 436 regarding appointment of an emergency manager, and PERA regarding inclusion of a provision regarding duties of an emergency manager (i.e. to reject, modify, or terminate this agreement).
- F. This provision (E) is solely as a result of MCL 423.215 (7) and without the agreement of the Association. Its inclusion does not waive either party's right to challenge the legal validity of 2012 PA 436, or of the appointment or actions of any Emergency Manager, if one is ever appointed. This provision is only included due to requirement by State Law and not as a result of mutual agreement of the parties. If an Emergency Manager is appointed, this Agreement will remain in full force and effect to the maximum extent possible, including the full grievance process and any remedies available under the law.

**ARTICLE XVI**  
**Duration of Agreement**

The effective date of this agreement shall be August 20, 2022 and shall continue in effect until midnight, August 19, 2024. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. This Agreement may be reopened at any time by mutual agreement of the Board of Trustees and the Faculty Senate.

**MID MICHIGAN COLLEGE  
BOARD OF TRUSTEES:**

**MID MICHIGAN COLLEGE  
FACULTY SENATE:**

\_\_\_\_\_  
Board Chairperson

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairperson, Negotiating Team

\_\_\_\_\_  
Date of Signing

\_\_\_\_\_  
Date of Signing

**Negotiating Team Members:**

**Negotiating Team Members:**

Michael Jankoviak  
Lillian Frick  
Scott Mertes  
Lori Fassett

Chris Goffnett  
Bud Kanyo  
Robert Elmore  
Jeff Percha

# APPENDIX A

## Code of Ethics of the Education Profession

The educator believes in the worth and dignity of mankind. They recognize the supreme importance of the pursuit of truth, devotion to excellence, and nurture of democratic citizenship. They regard as essential to these goals the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts their responsibility to practice their profession according to the highest ethical standards.

The educator recognizes the magnitude of the responsibility they have accepted in choosing a career in education, and engages themselves, individually and collectively, with other educators to judge their colleagues, and to be judged by them, in accordance with the provisions of this code.

### **PRINCIPLE I**

#### **Commitment to the Student**

The educator measures their success by the progress of each student toward realization of their potential as a worthy and effective citizen. The educator, therefore, works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfilling their obligation to the student, the educator:

1. Shall not, without just cause, restrain the student from independent action in their pursuit of learning, and shall not, without just cause, deny the student access to varying points of view.
2. Shall not deliberately suppress or distort subject matter for which they bear responsibility.
3. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
4. Shall conduct professional business in such a way that they do not expose the student to unnecessary embarrassment or disparagement.
5. Shall not, on the basis of a characteristic protected by law, exclude any student from participating in or deny them benefits under any program, nor grant any discriminatory consideration or advantage.
6. Shall not use professional relationships with students for private advantage.
7. Shall keep in confidence information that has been obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.
8. Shall not privately tutor for remuneration students assigned to their classes unless no other qualified teacher is reasonable available.

### **PRINCIPLE II**

#### **Commitment to the Public**

The educator believes that patriotism in its highest form required dedication to the principles of our democratic heritage. They share with all other citizens the responsibility for the development of sound public policy and assumes full political and citizenship responsibilities. The educator bears particular responsibility for the development of policy relating to the extension of educational opportunities for all and for interpreting educational programs and policies to the public.

In fulfilling their obligation to the public, the educator:



1. Shall not misrepresent an institution or organization with which they are affiliated, and shall take adequate precautions to distinguish between their personal and institutional or organizational views.
2. Shall not knowingly distort or misrepresent the facts concerning educational matters in direct or indirect public expressions.
3. Shall not interfere with a colleague's exercise of political and citizenship rights and responsibilities.
4. Shall not use institutional privileges for private gain or to promote political candidates or partisan political activities.
5. Shall accept no gratuities, gifts or favors that might impair or appear to impair professional judgement, nor offer any favor, service, or thing of value to obtain special advantage.

### **PRINCIPLE III**

#### **Commitment to the Profession**

The educator believes that the quality of the services of the education profession directly influences the nation and its citizens. They, therefore, exert every effort to raise professional standards, to improve service, to promote a climate in which the exercise of professional judgement is encouraged and to achieve conditions which attract persons worthy of the trust to careers in education. Aware of the value of united effort, they contribute actively to the support, planning, and programs of professional organizations.

In fulfilling their obligation to the profession, the educator:

1. Shall not discriminate on grounds of race, color, sex, or national origin for membership in professional organizations, nor interfere with the free participation of colleagues in the affairs of their association.
2. Shall accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities.
3. Shall not use coercive means or promise special treatment in order to influence professional decisions of colleagues.
4. Shall withhold and safeguard information acquired about colleagues in the course of employment unless disclosure serves professional purposes.
5. Shall not refuse to participate into professional inquiry when requested by an appropriate professional association.
6. Shall not misrepresent their professional qualifications.

### **PRINCIPLE IV**

#### **Commitment to the Professional Employment Practices**

The educator regards the employment agreement as a pledge to be executed both in spirit and in fact in a manner consistent with the highest ideals of professional service. They believe that sound professional personnel relationships with governing boards are built upon personal integrity, dignity, and mutual respect. The educator discourages the practice of their profession by unqualified persons.

In fulfilling their obligation to professional employment practices, the educator:

1. Shall apply for, accept, offer or assign a position or responsibility on the basis of professional preparation and legal qualifications.
2. Shall apply for a specific position only when it is known to be vacant, and shall refrain from underbidding or commenting adversely about other candidates.
3. Shall not knowingly withhold information regarding a position from an applicant, or misrepresent an assignment or conditions of employment.

4. Shall give prompt notice to the employee agency of any change in availability of service, and the employing agency shall give prompt notice of change in availability or nature of position.
5. Shall adhere to the terms of a contract or appointment, unless these terms have been legally terminated, falsely represented or substantially altered by unilateral action of the employee agency.
6. Shall not delegate assign tasks to unqualified personnel.
7. Shall permit no commercial exploitation of their professional position.
8. Shall use time granted for the purpose for which it is granted.
9. Shall not without permission use College equipment, resources, or events for personal gain.

**APPENDIX B**  
**Grievance Report Form**

INFORMAL DISCUSSION

Date Informal Discussion Requested: \_\_\_\_\_

Meeting Requested by: \_\_\_\_\_

Administrator Receiving Request: \_\_\_\_\_

Summary of Reason for Informal Discussion:

Grievant/Association Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

-----  
Date Informal Discussion Occurred: \_\_\_\_\_

Location of Informal Discussion: \_\_\_\_\_

Attendees at Informal Discussion:

**FORMAL STEP 1:**

*\*Must be filed within fifty-five (55) calendar days after the Grievant knew or should have known of the act or condition on which the grievance is based.*

Grievant Name: \_\_\_\_\_

Grievant Position Title: \_\_\_\_\_

Date Submitted: \_\_\_\_\_

*Please describe the nature of the grievance, to include date incident occurred and contract article(s) allegedly violated. Include all relevant details, including names of individuals involved, dates, or additional support documentation. Attach additional pages if needed.*

*Please state the adjustment or settlement you are seeking to resolve your grievance.*

Grievant: \_\_\_\_\_ Date: \_\_\_\_\_

**FORMAL STEP 1 - Chief Academic Officer (CAO) Disposition**

*\*CAO has five (5) working days after the date of receipt to render a disposition of the grievance.*

CAO Name: \_\_\_\_\_ Date Received: \_\_\_\_\_

CAO Disposition of Grievance:

*Attach additional pages as needed.*

CAO Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**To be completed by Grievant:**

I am satisfied with the CAO Disposition.

I am not satisfied with the CAO Disposition.

Grievant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**FORMAL STEP 2 – President Meeting and Disposition**

*\* Must be submitted to the President within five (5) working days after the date of receipt of the CAO Formal Step 1 Disposition.*

Date Received by President: \_\_\_\_\_

Date of Meeting: \_\_\_\_\_

*\* President and/or designee has ten (10) working days from date received to schedule and hold a meeting with the Grievant and Faculty Senate.*

Attendees Present at Meeting:

Disposition by President:

*\* President has five (5) working days after the date of the meeting to render their disposition of the grievance.*

Signature of President: \_\_\_\_\_ Date: \_\_\_\_\_

**To be completed by Grievant:**

I am satisfied with the President’s Disposition.

I am not satisfied with the President’s Disposition.

Grievant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

FORMAL STEP 3 – Mediation

Date: 1) Referred to Mediator: \_\_\_\_\_

2) Bypassed: \_\_\_\_\_

Date of Mediation Hearing: \_\_\_\_\_

Position of Grievant and/or Faculty Senate Association (FSA):

Grievant/FSA Signature: \_\_\_\_\_ Date: \_\_\_\_\_

FORMAL STEP 4 – Arbitration

Date Submitted to Arbitration: \_\_\_\_\_

Disposition by Arbitrator:

*\* Attach additional pages as needed.*

Arbitrator Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## APPENDIX C

### Experience Credit Awards for Determining Initial Placement on Full-Time Faculty Salary Schedule

- A. If within ten (10) years of hiring, up to three (3) years' credit shall be given for relevant full-time teaching done in public schools (K-12), and/or up to four (4) years' credit for relevant full-time equivalent full-time College-level teaching. The Faculty President or their designee shall be consulted regarding the relevance of the teaching experience.
- B. Up to two (2) years' credit may be given for graduate assistant, part-time College teaching, or graduate fellowship teaching experience. One (1) year's credit may be granted for each verifiable twenty-four (24) annually equated contact hours of experience.
- C. Up to one (1) year's credit may be given for two (2) years or more of military experience.
- D. Up to two (2) years' credit may be given for compensated work experience outside the field of education if such experience is directly related to the position for which the person is employed. One (1) year's credit may be granted for each two (2) years of verifiable work experience.
- E. Up to three (2) years' credit may be given for unique qualifications, training, experience, position requirements, or severe shortages of qualified personnel as determined by the President of the College in consultation with the Faculty Senate.
- F. The maximum experience credit granted for initial placement on the appropriate degree schedule shall be five (5) years.
- G. Faculty Members will advance to a new salary schedule upon the earning of sufficient additional credits and/or degrees from a fully accredited College or university directly pertaining to their subject matter field of employment at the College, as documented by the Faculty Member.

**APPENDIX D**  
**Salary Schedules**

**2022 – 2023 Salary Schedule**  
**(Step + \$1200)**

<b>STEP</b>	<b>BACHELOR</b>	<b>MASTER</b>	<b>MA+30</b>	<b>MA+60</b>	<b>PH. D.</b>
<b>1</b>	\$57,272	\$59,635	\$61,997	\$64,359	\$66,722
<b>2</b>	\$58,926	\$61,288	\$63,650	\$66,013	\$68,375
<b>3</b>	\$60,579	\$62,942	\$65,304	\$67,666	\$70,029
<b>4</b>	\$62,233	\$64,595	\$66,958	\$69,320	\$71,682
<b>5</b>	\$63,886	\$66,249	\$68,611	\$70,973	\$73,336
<b>6</b>	\$65,540	\$67,902	\$70,265	\$72,627	\$74,989
<b>7</b>	\$67,193	\$69,556	\$71,918	\$74,280	\$76,643
<b>8</b>	\$68,847	\$71,209	\$73,572	\$75,934	\$78,296
<b>9</b>	\$70,500	\$72,863	\$75,225	\$77,587	\$79,950
<b>10</b>	\$72,154	\$74,516	\$76,879	\$79,241	\$81,603
<b>11</b>	\$73,807	\$76,170	\$78,532	\$80,894	\$83,257
<b>12</b>	\$75,461	\$77,823	\$80,186	\$82,548	\$84,910
<b>13</b>	\$77,090	\$79,452	\$81,815	\$84,177	\$86,539
<b>14</b>	\$78,959	\$81,383	\$83,807	\$86,231	\$88,654
<b>15</b>	\$80,846	\$83,328	\$85,810	\$88,292	\$90,773

**2023 – 2024 Salary Schedule**  
**Wage Reopener**



**APPENDIX E**  
**Annual Full-Time Faculty Contract**

IT IS HEREBY AGREED, Between the Mid Michigan College Board of Trustees, hereinafter referred to as the Board and [insert faculty name], who is qualified per the Master Agreement, hereinafter referred to as Faculty Member, that:

The contract is subject to the provisions and conditions in the Faculty Senate Master Agreement and may be terminated during its term consistent with the Master Agreement.

The Faculty Member agrees to teach and/or perform other services which might be necessary to ensure the Faculty Member has an equivalent full-time teaching load unless the Faculty Member chooses to accept a reduced load.

The term of this contract shall commence with the school year beginning August 20, 20\_\_ and shall continue until August 19, 20\_\_.

The Board agrees to pay the Faculty Member for such services to be faithfully performed, the sum of \$\_\_\_\_\_ for the term of this contract. The sum indicated is based on the salary schedule, Appendix \_\_\_\_, Lane \_\_\_\_, and Step \_\_\_\_\_. It is understood and agreed that deductions may be made from such salary as provided by Act Number 136 of the Public Acts of 1945, relating to employee's retirement. The Faculty Member shall also receive all relevant benefits pursuant to the Master Agreement.

The Faculty Member will be teaching in the following academic area(s) for the "date" school year:

IN WITNESS WHEREOF, the parties have executed this contract this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Faculty Member Signature

\_\_\_\_\_  
Board Chairperson Signature

\_\_\_\_\_  
Board Secretary Signature

**APPENDIX F**  
**Supplemental Teaching/Services Contract**

Mid Michigan College

Account No. \_\_\_\_\_  
\_\_\_ Overload Contract  
\_\_\_ Semester \_\_\_\_\_ 20 \_\_\_  
\_\_\_ Summer Contract 20 \_\_\_  
\_\_\_ Other Services

**SUPPLEMENTAL TEACHING/SERVICES CONTRACT**

IT IS HEREBY AGREED, Between the Mid Michigan College, by the Board of Trustees, hereinafter referred to as the Board and \_\_\_\_\_, who is legally qualified as a Faculty Member, hereinafter referred to as Faculty Member that:

The Faculty Member agrees to teach on a supplemental basis and/or perform other services as listed below.

The term of the contract shall be from \_\_\_\_\_, 20\_\_\_ to \_\_\_\_\_, 20\_\_\_.

**COURSE INFO:**

The course to be taught is entitled \_\_\_\_\_ Sect. # \_\_\_\_.

The number of equated hours is \_\_\_\_\_.

Place of class meeting \_\_\_\_\_.

Time of class meeting \_\_\_\_\_.

**DESCRIPTION OF OTHER SERVICES:**

\_\_\_\_\_

\_\_\_\_\_

The Board agrees to pay the Faculty Member for the above activity, to be faithfully performed, the sum of \$ \_\_\_\_\_. It is understood and agreed that deductions may be made from such salary as provided by appropriate laws.

The Faculty Member will be responsible for teaching and/or services as listed above under conditions of the rules and regulations of the Board and the Master Agreement agreed to by the Board and the Mid Michigan Faculty Senate, MEA/NEA.

IN WITNESS WHEREOF, the parties have executed this contract this \_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_.

\_\_\_\_\_/\_\_\_\_\_  
(Faculty Member Signature) (Date) (CAO Signature) (Date)

METHOD OF PAYMENT: \_\_\_\_\_ Seven equal, consecutive payments.  
\_\_\_\_\_ One payment at conclusion of Course or Service.  
\_\_\_\_\_ Equal payments over the remaining length of Course or Service.  
\_\_\_\_\_ Added to remaining base pay and paid in equal payments.

**APPENDIX G**  
**Low Enrolled Section Teaching Contract**

Mid Michigan College

Account No. \_\_\_\_\_

Semester \_\_\_\_\_ 20\_\_\_\_

**LOW ENROLLED SECTION TEACHING CONTRACT**

IT IS HEREBY AGREED, Between the Mid Michigan College, by the Board of Trustees, hereinafter referred to as the Board \_\_\_\_\_, who is legally qualified as a Faculty Member, hereinafter referred to as Faculty Member that:

The Faculty Member agrees to teach on a supplemental basis and/or perform other services as listed below.

The term of the employment shall be from \_\_\_\_\_, 20\_\_\_\_, to \_\_\_\_\_, 20\_\_\_\_.

**COURSE INFO:**

The course to be taught is entitled \_\_\_\_\_ Syn. # \_\_\_\_\_.

The number of equated hours is \_\_\_\_\_.

The Board agrees to pay the Faculty Member for the above activity, to be faithfully performed, at the rate of \_\_\_\_\_ (current in-district rate) x \_\_\_\_\_ (weekly contact hours) x \_\_\_\_\_ (number of students-roster attached) with the sum of \$\_\_\_\_\_.

It is understood and agreed that deductions may be made from such salary as provided by appropriate laws. It is understood that payment will not begin until after final census day, for an accurate student count.

The Faculty Member will be responsible for teaching and/or services as listed above under conditions of the rules and regulations of the Board and the Master Agreement agreed to by the Board and the Mid Michigan Faculty Senate, MEA/NEA.

IN WITNESS WHEREOF, the parties have executed this contract this \_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_.

Faculty Member

Mid Michigan College

\_\_\_\_\_/\_\_\_\_\_  
(Name) (Date)

\_\_\_\_\_/\_\_\_\_\_  
(Chief Academic Officer) (Date)

METHOD OF PAYMENT:

- \_\_\_\_\_ Seven equal, consecutive payments
- \_\_\_\_\_ One payment at conclusion of course or service
- \_\_\_\_\_ Equal payments over the remaining length of course or service
- \_\_\_\_\_ Added to remaining base pay and paid in equal amounts

## APPENDIX H-1

### Faculty Evaluation Criteria and Instruments

#### A. Purpose and Philosophy Statement:

1. Mid Michigan College desires to provide high-quality instruction for its students. The purpose of this procedure is to work with faculty members for the improvement of instruction. The evaluation process is not intended to be punitive in nature. Rather it is designed to set goals for professional development and growth. Three basic components may be employed in achieving this goal: student, self and administrative evaluation.
2. Frequency of Evaluation:
  - a. Newly employed instructors will be evaluated each semester until they are awarded full status.
  - b. Recently employed full-time instructors who had previously served as part-time instructors at the College may be evaluated by using the frequency guidelines for full-status instructors.
  - c. Full status faculty may be evaluated once during each academic year, but shall be evaluated once in three years.

#### B. Outline of the Evaluation Process.

1. Initiation of Evaluation: Prior to October 1, of each year, each administrator responsible for initiating evaluation will notify each instructor who will be evaluated during that year. Timelines for the evaluation process will then be developed based on that notification.
2. Classroom Visitations: Classroom visitations will be conducted at the discretion of the administrator charged with evaluation, but after the 3<sup>rd</sup> week of the semester and no later than the 13<sup>th</sup> week of the semester, unless otherwise agreed to between the evaluator and Faculty member. Classroom observations shall be required for all newly hired instructors. The number and frequency of these observations will be determined by the appropriate administrator.
  - a. The administrator shall notify the instructor at least 24 hours in advance of any intended classroom visitation.
3. Student Course Feedback Form:
  - a. All faculty will have all of their course sections complete the "Student Course Feedback Form" each semester. All student feedback will be available for faculty to review 10 days after the grades for the course have been submitted. Instructors are encouraged to review the responses.
  - b. Student Course Feedback forms will be administered electronically during the week prior to finals week, unless faculty choose to administer the Student Course Feedback Form manually. If they choose this option, they must contact the Administrative Assistant for Academic Affairs by 3:00pm the Friday before surveys open.
4. Professional Responsibilities and Faculty Effectiveness Portfolio (PRFEP):
  - a. A list of Professional Responsibilities consistent with Article V of the Master Agreement will be developed by the instructor and the administrator charged with evaluation. The professional responsibilities addressed shall reflect the special skills and competencies of

- the instructor and the specific and unique requirements of college programs. The professional responsibilities of each faculty member shall be developed in a fair and equitable manner with consideration for the primary role of the instructor. The examination of performance shall take the form of a Self-Evaluation Portfolio compiled by the instructor for review with the administrator. Evidence of faculty effectiveness and participation in College activities will be included in the portfolio.
- b. Evaluator may include in PRFEP course and/or program assessment information and course completion data.
  - c. A minimum of two (2) goals should be set. One goal should be a professional development goal (to include a target area for professional development, a plan for achieving professional development goal, and evaluation measures to determine success of professional development efforts. The other goal should be aligned to advance the Strategic Plan or department initiatives.
5. After the instructor has met with the administrator to review the PRFEP, the instructor shall have two weeks to refine and complete the Portfolio for final approval by the administrator and becomes a part of the evaluation record.
  6. Annual review of PRFEP will occur early in the fall Semester of each year. The evaluating administrator will call for PRFEPs by September 15<sup>th</sup>. Faculty will then submit a draft of their PRFEP to the evaluating administrator by October 1<sup>st</sup>. The evaluating administrator will then contact the faculty member by November 1<sup>st</sup> to schedule a meeting to review the PRFEP and share their comments. This meeting will occur prior to December 1<sup>st</sup>.
  7. The evaluation review meeting will be scheduled during the designated semester to review the Student Course Feedback, Professional Responsibilities and Faculty Effectiveness Portfolio, and the Administrators Evaluation and Recommendations.
  8. If as a result of instructor input, the administrator feels a portion of the Administrative Evaluation and Recommendations should be changed, those changes are to be made or identified at this meeting. A signed copy of the entire evaluation document will be presented to the instructor and placed in their personnel file.
  9. If the instructor feels that a written response to the evaluation is in order, they can submit a written document for inclusion in their personnel file.



## APPENDIX H-2

### PRFEP Annual Response Form

Faculty Name: \_\_\_\_\_  
 Administrator Name: \_\_\_\_\_  
 Subject Area: \_\_\_\_\_

Title: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Academic Year: \_\_\_\_\_

**The PRFEP has three main purposes. First, it serves as a self-evaluation tool for the faculty member. Second, it provides documentation of past faculty effectiveness. Third, it provides documentation of the faculty member's awareness of and plans for engaging in future challenges to students, the courses, and program for which they are responsible, as well as to the college in general.**

**The PRFEP should document the faculty member's plan for addressing these challenges.**

<b>1. Effective Teaching and Learning</b>	
<b>Faculty Self Evaluation</b>	<b>Administrator Response</b>
<b>2. Service to the College and/or Community</b>	
<b>Faculty Self Evaluation</b>	<b>Administrator Response</b>
<b>3. Professional Development</b>	
<b>Faculty Self Evaluation</b>	<b>Administrator Response</b>

<b>4. Curriculum &amp; Classroom Management</b>	
<b>Faculty Self Evaluation</b>	<b>Administrator Response</b>

Faculty Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Administrator Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\* See Article V – Faculty Roles and Responsibilities, B. for more detailed information on PRFEP and the four (4) categories listed on the form.

## APPENDIX H-3

### Faculty Full Evaluation Form

Faculty Name: \_\_\_\_\_

Title: \_\_\_\_\_

Administrator Name: \_\_\_\_\_

Title: \_\_\_\_\_

Subject Area: \_\_\_\_\_

Academic Year: \_\_\_\_\_

The PRFEP has three main purposes. First, it serves as a self-evaluation tool for the faculty member. Second, it provides documentation of past faculty effectiveness. Third, it provides documentation of the faculty member's awareness of and plans for engaging in future challenges to students, the courses, and program for which they are responsible, as well as to the college in general. The PRFEP should document the faculty member's plan for addressing these challenges.

**1. Effective Teaching and Learning**

Faculty Self Evaluation	Administrator Response

**2. Service to the College and/or Community**

Faculty Self Evaluation	Administrator Response

**3. Professional Development**

Faculty Self Evaluation	Administrator Response

<b>4. Curriculum and Classroom Management</b>	
<b>Faculty Self Evaluation</b>	<b>Administrator Response</b>
<b>Classroom Observation</b>	
<b>Student Evaluations</b>	

--	--

Faculty Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Administrator Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\* See Article V – Faculty Roles and Responsibilities, B. for more detailed information on PRFEP and the four (4) categories listed on the form.

## APPENDIX H-4

### Student Feedback Survey

Questions:

1. I like the way this class was structured
  - Strongly Agree
  - Agree
  - Disagree
  - Strongly Disagree
  - Not Applicable
  
2. The course materials (textbook, lecture notes, handouts, videos, and other resources) were useful in learning the course content
  - Strongly Agree
  - Agree
  - Disagree
  - Strongly Disagree
  - Not Applicable
  
3. I spent \_\_\_\_\_ hours per week studying and/or preparing for this class (not including class time)
  - 0-3
  - 4-8
  - 9-14
  - More than 14 hours per week
  
4. I missed class \_\_\_\_\_.
  - Never
  - Once
  - Twice
  - Three times
  - Four times or more
  
5. My instructor helps me understand the course content
  - Strongly Agree
  - Agree
  - Disagree
  - Strongly Disagree
  - Not Applicable
  
6. My instructor gives timely feedback and returns assignments (tests, papers, quizzes, lab reports, etc.) in time for me to improve
  - Strongly Agree
  - Agree
  - Disagree
  - Strongly Disagree
  - Not Applicable

7. Students in this class felt free to ask questions, participate in class, and express their ideas

- Strongly Agree
- Agree
- Disagree
- Strongly Disagree
- Not Applicable

8. My instructor promotes a good learning environment in class

- Strongly Agree
- Agree
- Disagree
- Strongly Disagree
- Not Applicable

9. I contacted my instructor outside of class time when I needed help

- Strongly Agree
- Agree
- Disagree
- Strongly Disagree
- Not Applicable

10. My instructor provides clear guidelines for student success

- Strongly Agree
- Agree
- Disagree
- Strongly Disagree
- Not Applicable

11. The class did **not** establish high expectations for student performance

- Strongly Agree
- Agree
- Disagree
- Strongly Disagree
- Not Applicable

12. The class activities (assignments, labs, projects, class discussions, etc.) helped me learn

- Strongly Agree
- Agree
- Disagree
- Strongly Disagree
- Not Applicable

13. I completed assignments on time

- Strongly Agree
- Agree
- Disagree

- Strongly Disagree
- Not Applicable

14. The classroom/lab physical environment facilitated learning

- Strongly Agree
- Agree
- Disagree
- Strongly Disagree
- Not Applicable

15. The evaluation methods (tests, papers, homework, observations, etc.) assessed what I learned

- Strongly Agree
- Agree
- Disagree
- Strongly Disagree
- Not Applicable

16. I believe I will receive a grade of \_\_\_\_\_ in this class

- A
- B
- C
- D
- E
- F

17. I learned new knowledge and skills in this class

- Strongly Agree
- Agree
- Disagree
- Strongly Disagree
- Not Applicable

18. I would recommend this course to other students

- Strongly Agree
- Agree
- Disagree
- Strongly Disagree
- Not Applicable

19. If you were teaching this class, what is one thing you would do to make it more engaging for all students?



20. Are there any additional comments you wish to make?

## APPENDIX I

### Classroom Observation Form

\*\*This form is only applicable to face-to-face courses during the duration of this agreement. Parties will utilize a sub-committee to redevelop this appendix for the next bargaining agreement.

Directions: This form is intended primarily as a checklist, not a scaled rating form. Reviews should indicate the presence of teaching activities/behaviors already established as indicative of effective teaching. Use "NA" if an item is not relevant for practices. Criteria may be added with the approval of the Evaluating Administrator for that program/discipline.

- An observation should be a positive, supportive experience for our faculty. The purpose of the observation is to observe behavior and to discuss ways to improve learning for students.
- When used with full-time faculty, the observation summary could be one piece of documentation used in the Professional Responsibilities and Faculty Effectiveness Portfolio (PRFEP).
- The process will be expedited if observer familiarizes him/herself with the form ahead of time.
- Observations should be at least thirty minutes.
- The Evaluating Administrator may ask others to serve as observers; however, observers should be experienced full time faculty.
- The observer should be familiar with the descriptors and use specific observation notes, avoiding vague terms like "good job" or "nice."
- Observer is not required to complete narrative section following each category of teaching practices. This section can be used when needed to help illustrate a concern, an exceptional teaching behavior, or general trends noticed during the observation.
- A copy of the Classroom Observation Form will be given to both the observer and the instructor.
- A review with instructor should be conducted within a timeframe agreed upon prior to the commencement of the observation.

Instructor \_\_\_\_\_ Date \_\_\_\_\_

Course Prefix and Number \_\_\_\_\_ Week # \_\_\_\_\_

# of Students Enrolled \_\_\_\_\_ Course Title \_\_\_\_\_

# of Students Attending \_\_\_\_\_ Observer \_\_\_\_\_

Online Syllabus Posted \_\_\_\_\_

<u>Check if Observed</u>	<u>Variety and Pacing of Instruction</u>
	Uses a variety of instructional methods
	Allows adequate wait time when asking questions
	Responds to wrong answers constructively
	Attempts to draw non-participating students into activities/discussion
	Prevents specific students from dominating activities/discussion
	Asks probing questions when student answers are incomplete
	Guides the direction of the discussion
	Refrains from answering own questions
	Mediates conflict or differences of opinions
	Uses active learning strategies (group work, paired discussions, polling) when appropriate
	Provides explicit directions for active learning tasks (e.g. rationale, duration, product)
	Allows appropriate time to complete in-class assignments
	Specifies how learning tasks will be evaluated (if appropriate)
	Provides opportunities for students to practice what they have learned

**Examples of instructor actions or behaviors that demonstrate above.**

--

<u>Check if Observed</u>	<u>Organization</u>
	<u>Begins and ends class on time</u>
	<u>Relates this class to previous class(es), or provides students with opportunity to do so</u>
	<u>Provides and/or follows an outline or organization for the class session</u>
	<u>Has all necessary materials and equipment readily available</u>
	<u>Uses effective transitions between class topics</u>
	<u>Conveys the purpose of each class activity or assignment</u>
	<u>Summarizes periodically throughout and at end of class or prompts students to do so</u>
	<u>Takes attendance</u>

**Examples of instructor actions or behaviors that demonstrate above.**

--

<u>Check if Observed</u>	<u>Presentation Skills</u>
--------------------------	----------------------------

	<u>Communicates audibly and clearly</u>
	<u>Establishes and maintains eye contact with students</u>
	<u>Varies pace and tone to keep students alert</u>
	<u>Uses a presentation style that facilitates note-taking</u>
	<u>Uses positive and appropriate humor</u>
	<u>Incorporates various instructional supports (film, diagrams) when appropriate</u>
	<u>Responds to changes in student attentiveness</u>
	<u>Handouts are easy to follow</u>

**Examples of instructor actions or behaviors that demonstrate above.**

--

<u>Check if Observed</u>	<u>Clarity</u>
	<u>Notes and explains new terms or concepts</u>
	<u>Elaborates or repeats complex information</u>
	<u>Uses examples to explain content</u>
	<u>Makes explicit statements drawing student attention to key ideas</u>
	<u>Pauses during explanations to ask and answer questions</u>
	<u>Relates new ideas to familiar concepts</u>

**Examples of instructor actions or behaviors that demonstrate above.**

--

<u>Check if Observed</u>	<u>Content Knowledge</u>
	<u>Cites authorities to support statements when appropriate</u>
	<u>Makes distinctions between fact and opinions</u>
	<u>Communicates the reasoning process behind operations and/or concepts</u>

**Examples of instructor actions or behaviors that demonstrate above.**

--

<u>Check if Observed</u>	<u>Instructor-Student Interaction</u>
	<u>Attends respectfully to student comprehension or puzzlement</u>
	<u>Asks questions of students that challenge them to think more deeply</u>
	<u>Invites student participation and comments</u>

	<u>Incorporates student responses when appropriate</u>
	<u>Encourages students to respond to their peers throughout the discussion</u>
	<u>Treats students with respect and uses names</u>
	<u>Uses positive reinforcement to encourage student participation and intellectual risk-taking</u>
	<u>Encourages students to interact civilly/respectfully with each other</u>
	<u>Addresses potentially disruptive behaviors before they impact learning environment</u>
	<u>Shows enthusiasm for teaching, learning, that inspires and motivates students</u>

**Examples of instructor actions or behaviors that demonstrate above.**

--

<u>Check if Observed</u>	<u>Use of Technology</u>
	<u>Effectively incorporates a variety of instructional technologies to enhance student learning (PPT, websites, YouTube, blogs, etc.)</u>
	<u>Uses Moodle to provide supplemental materials</u>

**Examples of instructor actions or behaviors that demonstrate above.**

--

<u>Check if Observed</u>	<u>Discipline/Program Specific Teaching Behaviors</u>
	<u>Example: Uses contextualized learning to help make content relevant for students</u>

**Examples of instructor actions or behaviors that demonstrate above.**

--

**What went well in this class?**

**What suggestions for improvement do you have?**

**Follow Up:**

*\*This form is adapted from the classroom observation form developed by Central Piedmont Community College*

## APPENDIX J

### Support for Innovation in Education

The Board of Trustees and the Faculty Senate recognize that continual innovation is vital to creating and maintaining curricular offerings appropriate to an institution that provides leadership in higher education. Knowledge and skills are developed through a variety of methods. Educational learning opportunities can be facilitated and delivered in a variety of methods. Research in cognitive development and technological innovation are likely to extend and expand these methods in coming years. Pursuant to Article V, faculty members work to stay current in their fields of study and adopt the instructional methodologies that are most likely to contribute to student success. Therefore, the Board of Trustees and Faculty Senate encourage endeavors in creating and developing curriculum with innovative content, pedagogy, and delivery methods. To support innovation in faculty work, the College will create and maintain for the life of this Agreement an Innovation Fund of not less than \$40,000 annually. Allocations from the fund are intended to recognize the innovative enhancement of courses in content, pedagogy, methodology, curriculum or design such as (but not limited to):

- The development of a new course
- Significant redevelopment of an existing course
- The adoption of significantly new delivery methods
- The development of experiential learning opportunities such as study abroad or service learning
- The development, beyond adoption, of Open Educational Resources (OER)
- The development of substantial video presentations or podcasts

All new courses must be approved by the Curriculum and Academic Standards Committee prior to submission to the Innovation Fund Committee. Please consult with the Chairperson of the Curriculum and Academic Standards Committee for applicable timelines.

#### A. Administration of the Innovative Fund

1. The Innovation Fund shall be administered jointly by a subcommittee of equal representation of administrators and faculty members from the Faculty Senate. The Chief Academic Officer or their designee shall chair the subcommittee. Faculty desiring support from this fund shall submit a proposal to the Innovation Fund Subcommittee prior to beginning their work on the project. The proposal shall outline the work to be completed, explain in detail its innovative features, explain the expected impact on student learning, and describe the manner and timeline for assessing its effectiveness.
2. Should the subcommittee reach a deadlock on any proposal, the Chief Academic Officer or their designee will cast the determining vote. Upon completion of the project, the subcommittee will review the finished work, determine acceptance, and approve appropriate compensation. In the event that a project is deemed incomplete, the subcommittee will provide reasonable feedback on the revisions necessary such that the project can be completed.
3. Upon review of the proposal, the subcommittee may recommend the proposal be referred to the Strategic Initiatives Fund for consideration. Strategic Initiatives Fund requests are reviewed by the Vice Presidents and the President for consideration and application does not guarantee approval. Examples that may warrant a referral include but are not limited to: multiple proposals from the same faculty member and/or departments; proposals that in combination utilize a significant portion of the Innovation Fund budget. Faculty should work with their appropriate Academic Administrator to submit a Strategic Initiatives fund request.

#### B. Definitions of Current Delivery Methods

1. An “On-ground Course” is a course in which all of the scheduled course contact hours are experienced in a classroom, lab setting, or HyFlex environment. Any amount of online content can be used in an on-ground course provided that face-to-face or HyFlex contact hours are not consistently replaced with online contact hours.
2. An “ITV” course is a course that meets exclusively in a Mid ITV room. An ITV course is considered an On-Ground Course if all the scheduled contact hours are experienced in the ITV rooms.
3. A Distance Education Course is defined as a course in which faculty instruction is an Asynchronous On-line Course, Hybrid Course, or a Synchronous On-line Course. In such courses, at least seventy-five percent (75%) of the instruction and interaction occurs via electronic communication, correspondence or equivalent mechanisms with the faculty and students physically separated from each other.
4. An “Online Course” is a course in which all of the scheduled course contact hours take place in an online environment. Scheduled contact hours do not refer to the proctored exams or course orientation meetings. The course may require some synchronous instruction.
5. “Hybrid Course” is defined as a course in which some of the scheduled course contact hours take place in an online environment and some of the scheduled course contact hours take place in an on-ground environment. Examples may include, but are not limited to the following: e.g., a three (3) credit course meets 1.5 hours in a physical classroom and the remaining 1.5 contact hours are online; a science course has content delivered online, but students meet in a physical laboratory for lab credits.
6. A “Synchronous Online Course” is an online course that meets online at a scheduled time. The meeting times for Synchronous Online Course are published in course listings in a similar fashion as with On-ground Courses.

#### C. Ownership/Credentialing Requirements

1. The College respects the intellectual property rights of faculty members as outlined in Article VI of this agreement.
2. If the College engages in the development of new course, or the approved innovative enhancement of an existing course, full-time faculty in the appropriate content area will be given preference. This preference is lost if an acceptable work product is not produced by the faculty member by the end of the subsequent semester from the date the subcommittee pre-approves the application. If an online course, faculty must meet credentialing requirements for teaching online courses or have the approval of the appropriate Instructional Administrator. The College shall consult with full-time faculty in the relevant content area for any proposed changes to course delivery methods. If the relevant full-time faculty member declines this work, the College may solicit the work from others.

#### D. Quality Assurance of Delivery Methods

1. The Higher Learning Commission expects institutions of higher learning to maintain the same quality of instruction regardless of the delivery method used. The College’s Curriculum and Academic Standards Committee is one mechanism by which the college reviews, approves, and regularly monitors the quality of its for-credit curricular offerings. This will include all current and future distance education delivery methods.
2. To facilitate the quality assurance process, the Curriculum and Academic Standards Committee will establish an ad hoc sub-committee to review all courses developed prior to the initial scheduling of the course in that delivery format. The ad hoc subcommittee will include at least one full-time faculty member from the same discipline, where possible, of the course being reviewed. Subsequent monitoring will occur via the established program review process of the committee.



Additionally, all courses will follow the process for gathering student feedback and routine faculty evaluation as specified in Appendices H and I.

#### E. Assignment of New Courses

1. A full-time faculty member who develops a new course, or develops an approved innovation to an existing course shall have the first right of refusal for teaching that course. Should routine evaluation indicate performance concerns, the responsible instructional administrator shall address the concerns with the faculty member and may deny the assignment to teach that course and require additional professional development to address the concern. When two (2) or more faculty members served as co-developers, they will alternate or mutually agree upon another arrangement for the right of first refusal.

#### F. Qualifications and Credentialing for Teaching Online Offerings

1. Faculty members must meet the qualifications specified in Article VI of this agreement for all courses they teach. Additional requirements for teaching distance education courses will be as follows:
  - a. Faculty members shall acquire three (3) hours of training (or equivalent) on the current Learning Management System
  - b. Faculty members who teach an online course must successfully complete one (1) Online Certification Course. Options include the course offered by CMU, the Learning to teach Online certification course offered by the College, the certification course offered by Michigan Colleges Online, or an equivalent course related to online course delivery.

#### G. Compensation

1. The Committee will assign consideration for qualifying work, up to a maximum of \$40,000 per fiscal year, utilizing the following guidelines, unless mutually agreed otherwise:
  - a. Innovation in a new Course Development Package:  
Package release time or the current Overload Rate per contact hour of the course, proportional to the amount of new course development. This stipend may also be adjusted upward by the committee based on the level of innovation.
  - b. For the innovative enhancement of a course in content, pedagogy, methodology, curriculum, or design:  
Release Time or the Current Overload Rate per contact hour of the course, proportional to the amount of the course innovatively enhanced. This stipend may be adjusted upward by the Committee based on the level of innovation.
  - c. For work concerning the development of experiential learning opportunities such as study abroad, service learning, the development, beyond adoption of OER, or the development of substantial video presentations or podcasts:  
A stipend of \$500-\$2500 will be determined by the Innovation Fund Committee. This stipend may be adjusted upward based on the level of innovation.
2. Awarded release time shall reduce the annual Innovation Fund balance by the corresponding overload rate.
3. If the new course development will involve multiple modalities, the Innovation Fund will compensate for the development of the online format only.

## APPENDIX K

### Innovation Fund Application Form

Per Appendix K of the Master Agreement, faculty desiring financial support for an innovative project shall complete this form and submit it to the Innovation Fund Subcommittee. The proposal shall outline the work to be completed, explain in detail its innovative features, explain the expected impact on student learning, and describe the manner and timeline for assessing its effectiveness.

Applicant \_\_\_\_\_

Date \_\_\_\_\_

**From the following, please select the category that best describes your proposal (mark all that apply):**

- The development of a new course (see note below for further explanation)
- The significant redevelopment of an existing course
- The adoption of significantly new delivering methods
- The development of experiential learning opportunities such as study abroad or service learning
- The development, beyond adoption, of Open Educational Resources (OER)
- The development of substantial video presentations or podcasts
- Other (describe) \_\_\_\_\_

Note: Development of a new course is defined as work required to offer for the first time a new course adopted by the Curriculum Committee but not included in the latest college catalog. All new courses must be approved by the Curriculum and Academic Standards Committee prior to submission to the Innovation Fund Committee. Please consult with the Chairperson of the Curriculum and Academic Standards Committee for applicable timelines.

**Per Appendix J, what compensation do you wish to receive:**

***Complete the following (may be attached)***

**Purpose and Outline of the Proposed Innovation:**

**Detailed Innovative Features of the Proposed Work:**

**Expected Impact on Student Learning:**

**Planned Assessment of the Projects Effectiveness:**

**Timeline for Completion and Assessment of the Project:**

Application received by \_\_\_\_\_ Date \_\_\_\_\_  
Project approved (circle one): yes no Date \_\_\_\_\_  
Compensation to be awarded upon completion and acceptance: \_\_\_\_\_  
Deadline for completion: \_\_\_\_\_